

The Hashemite Kingdom of Jordan
Telecommunications Regulatory Commission



TRC tender No(14/2017)
for Submission of Offers for
Provision of Consultancy Services for a Market Review of the
Jordanian Telecommunications Sector

Deadline for submission
(12/10/2017)

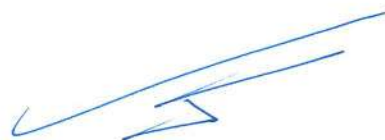

 

TABLE OF CONTENTS

SECTION A: Invitation.....	3
SECTION B: BACKGROUND	4
SECTION C: TERMS OF REFERENCE	10
SECTION D: INSTRUCTIONS TO BIDDERS	26
SECTION E: GENERAL CONDITIONS	52
SECTION F: SPECIALS CONDITIONS	57
SECTION G: STATEMENT OF COMPLIANCE	59
SECTION H: BID FORM AND PRICE SCHEDULE	62
SECTION I: BID GUARANTEE BOND FORM	66
SECTION J: CONTRACT FORM	68
SECTION K: PERFORMANCE GUARANTEE BOND FORM	70



SECTION A: Invitation

Procurement of Consultancy Services for Provision of Consultancy Services for a Market Review of the Jordanian Telecommunications Sector ("The Services")

TRC Tender (.../2017)

1. The Telecommunications Regulatory Commission, Jordan (hereinafter "TRC") hereby requests Bids for the supply of consulting services in:

"Provision of Consultancy Services for a Market Review of the Jordanian Telecommunications Sector"

"

(Hereinafter "the Services") based on the provisions of this Tender Documents.

The Services, which are more fully defined in *Section C - Terms of Reference*, will consist of the performance of a number of defined tasks and the provision of training and knowledge transfer services.

2. Interested parties may obtain further information and inspect the Tender Documents at the following address:

The Telecommunications Regulatory Commission
Sharif Abdul-Hameed Sharaf St.
Al-Shmaisani,
Amman, Jordan
Fax: +962-6-5690830
Tel: +962-6-5501120
Website: (www.trc.gov.jo)

3. A complete set of the Tender Documents may be purchased by potential Bidders (or their local agents) from the above address upon payment of non-refundable fee of one hundred and twenty five dinars (125) Jordanian Dinars. Local companies who intend to become agents to potential foreign Bidders may also purchase the Tender Documents.
4. Bids must be submitted by, or on behalf of, the concerned Bidder. In the event that a Bid is submitted by the local agent on behalf of the Bidder, an official letter of authorisation (Affidavit) issued by the Bidder must be provided.

5. Local agents for potential Bidders may not submit Bids under their own names. Bids submitted in this way will be disqualified.
6. The deadline for submission of Bids to the above address is 13:00 Hrs, Jordan local time on the date indicated on the front cover of these Tender Documents and repeated in the Tender Schedule as set out in sub-Section 5 of Section D (Instructions to Bidder). **Any Bid received after the expiry of the deadline will be subject to disqualification.**

SECTION B: BACKGROUND

The Telecommunications Regulatory Commission of Jordan (hereinafter "TRC") is an independent regulatory authority responsible for the regulation of the telecommunications, information technology and postal sectors in the Hashemite Kingdom of Jordan. Pursuant to Article (6e) of the Telecommunications Law¹ it is the duty and responsibility of the TRC to:

"Stimulate competition in the telecommunications and information technology sectors, relying on market forces, and so regulating them as to ensure the effective provision of telecommunications and information technology services and to ensure that its regulation is sufficient and effective to forbid or curtail illegal competitive practices or prevent any person with a dominant position in the market from abusing his position, and to take all necessary steps in this regard."

In meeting its responsibilities as specified in the Law and in order to regulate and promote competition in the telecommunications sector and to achieve the strategic objective of maintaining the efficient regulation in ICT, TRC intends to conduct a new markets review considering the outcomes of previous markets review (2009-2011), the technological development and new trends present in the telecommunications markets.

The Services required in this project consist of the performance of a number of defined tasks and the provision of training and knowledge transfer services.

¹ Telecommunications Law No (13) of 1995 and its amendments. See - <http://www.trc.gov.jo>

The following sections will provide more details about the current status and the required missions from the consultant.

General Background:

In 2006, the TRC issued its Instructions on Competition Safeguards in the Telecommunications Sector (hereinafter the “Competition Safeguards”), and in 2008 TRC started a market review process by issuing a White Paper on Market Review Process (hereinafter the “White Paper”) which sets out the methodology of conducting a market review.

The White Paper and the Competition Safeguards will be the reference for any markets reviews including the one required in this consultancy service.

During 2008-2011 TRC has issued, after four public consultations with the industry, a series of regulatory decisions² to regulate Telecommunications markets based on a comprehensive market review, those decisions are:

- Regulatory decision on the fixed broadband markets review.
- Regulatory decision on the fixed narrowband markets review.
- Regulatory decision on the mobile markets review.
- Regulatory decision on the dedicated capacity markets review.

The following table summarizes the outcome of those decisions:

² http://www.trc.gov.jo/index.php?option=com_content&task=view&id=2259&lang=english

Market Analysis Overview		
<i>Markets susceptible to ex ante regulation</i>	<i>Dominant operator(s)</i>	<i>Main Remedies</i>
Broadband Segment		
Wholesale physical network infrastructure access	Orange Fixed	Access Upon Reasonable Request (full and shared access), Transparency (Reference Offer), Non-discrimination (WCRM, KPIs), Accounting Separation (Financial Information), Cost-based Prices (LRIC cost prices)
Wholesale broadband access	Orange Fixed	Access Upon Reasonable Request (DSLAM and BRAS access), Transparency (Reference Offer), Non-discrimination (WCRM, KPIs), Accounting Separation (Financial Information), Cost-based Prices (LRIC cost prices)
Mobile Segment		
Wholesale mobile voice call termination	Zain, Orange Mobile, Xpress3, and Umniah	Access Upon Reasonable Request (termination service), Transparency (Reference Offer), Non-discrimination (KPIs), Accounting Separation (Financial Information), Cost-based Prices (LRIC cost prices)
Wholesale mobile access and call origination	Zain	Call Origination (CS/CPS for international calls), Transparency (Reference Offer), Cost-Based Prices (LRIC cost prices)

³ Xpress: was an IDEN (Trunked Radio Dispatch) service provider and currently not operating in the market

Dedicated Capacity (DC) Segment		
Retail market for local and national DC services up to/including 2 Mbps	Orange Fixed	Non-discrimination (SLAs), Separate Accounting (Financial Information), Price Control and Cost Accounting (FAC cost prices)
Retail market for international DC services up to/including 2 Mbps	Orange Fixed	
Wholesale market for terminating segments of DC above 2 Mbps	Orange Fixed	Access Upon Reasonable Request (access to DC services), Transparency (Reference Offer, KPIs), Non-discrimination (SLAs), Accounting Separation (Financial Information), Cost-based Prices (LRIC cost prices)
Wholesale market for terminating segments of DC up to/including 2 Mbps	Orange Fixed	
Wholesale market for trunk segments of DC	Orange Fixed	
Narrowband Segment		
Retail market for fixed telephony access connections	Orange Fixed	Transparency (provision of information, SLAs) Non-discrimination, Separate Accounting (Financial Information), Price Control and Cost Accounting (price cap)
Retail market for fixed domestic telephony calls	Orange Fixed	Transparency (provision of information, per second billing, SLAs) Non-discrimination, Separate Accounting (Financial Information), Price Control and Cost Accounting (price cap)
Wholesale market for the termination of voice calls on individual fixed networks	All Licensees providing voice call termination services	Access Upon Reasonable Request (termination service), Transparency (All Licensees: publicity of related information - In addition Orange Fixed : Reference Offer, WCRM), Non-discrimination (KPIs), Accounting Separation (only for Orange Fixed), Cost-based Prices (LRIC cost prices)

Wholesale market for call origination over all fixed networks	Orange Fixed	Access Upon Reasonable Request (CS/CPS for all types of calls,, Transparency (Reference Offer, WCRM), Non-discrimination (KPIs), Accounting Separation (Financial Information), Cost-based Prices (LRIC cost prices)
Wholesale market for transit services over all fixed networks	Orange Fixed	Access Upon Reasonable Request (transit service), Transparency (Reference Offer, WCRM), Non-discrimination (KPIs), Accounting Separation (Financial Information), Cost-based Prices (LRIC cost prices)

Legal background:

The Telecommunications Law and the Policy statement 2012 provide the TRC with the legal competences and guidelines to conduct market reviews, and to impose regulatory obligations on any operator found to be dominant in the relevant reviewed markets. A finding of dominance is equivalent to a conclusion being reached that the relevant market(s) in question is/are not subject to effective competition. As such, the dominant operator(s) on such relevant market will need to be subject to those ex-ante regulatory obligations deemed to be necessary in order to restore or to create conditions of effective competition. Following are the related texts from the law and The Statement of Government Policy 2012:

– The Telecommunications Law

Article (6): The Commission shall undertake the following duties and responsibilities:

- a. To regulate telecommunications and information technology services in the Kingdom in accordance with the established general policy so as to ensure the provision of high quality telecommunications and information technology services to Beneficiaries at reasonable prices; and, by so doing, to make possible the optimal performance of the telecommunications and information technology sectors.
- b. To establish the basis for regulation of the telecommunications and information technology sectors, in accordance with the established general policy, in such a way that services meet the needs of the comprehensive development in the Kingdom in accordance with instructions issued by the Board for this purpose.




- e. To stimulate competition in the telecommunications and information technology sectors, relying on market forces, and so regulating them as to ensure the effective provision of telecommunications and information technology services and to ensure that its regulation is sufficient and effective to forbid or curtail illegal competitive practices or prevent any person with a dominant position in the market from abusing his position, and to take all necessary actions in this regard.
- o. To reassess the need for the adjustment of the level of regulation of any Telecommunication Services, or a specific type or a group thereof, taking into consideration competition factors and any other reasons, and to refer the same to the Board for approval.

– **The Statement of Government Policy 2012 on the Communications, Information Technology and Postal Services:**

Clause (36) The Government requires the Commission to periodically review its instructions and regulatory decisions and, where market conditions allow and where, in the judgment of the Commission it is appropriate, to amend such instructions and regulatory decisions in line with these conditions.

Clause (46) The Government requires the Commission to continue to conduct reviews of relevant telecommunications markets and sub-markets, as it may deem to be necessary and appropriate for the mitigation of the effects of dominance and for the protection of competition and consumers and to reflect more recent data and market conditions for this purpose. Continuing such reviews will be particularly important because of changing technology and market conditions likely to be brought about by convergence.

SECTION C: TERMS OF REFERENCE



PART 1 - Scope and Objectives of the Project

Since 2011, both fixed and mobile markets have been affected by many disruptors and technological changes. An example for those changes is the development in mobile broadband by introducing 3G and 4G technologies, high usage of OTTs, service bundling, and the movement toward all IP services. Those changes are the main driver for conducting a new market analysis. So, considering these issues, the overall scope of the Consultancy services to be delivered under this project is to:

- a) Improve the *ex-ante* analysis and regulation of the Jordanian Telecommunications markets.
- b) Introduce new trends and developments on market definitions and market analysis related to new telecom technologies and services, thus enabling TRC to better monitor and regulate the Jordanian Telecommunications markets.
- c) Use *ex-ante* regulatory tools to encourage, promote and finally move the Jordanian Telecommunications Markets towards more competitive grounds where both the consumer and the producer surpluses (social surpluses) are maximized.
- d) Deliver updated, fully verified and documented analysis to TRC

Specific Objectives For Market Review Project

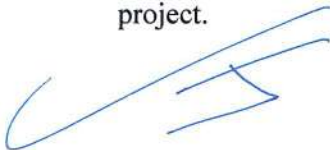
Consistent with the overall scope set out above and considering all mobile and fixed markets, a series of more specific objectives should be achieved as a result of the successful completion of this project. These are:

- Reviewing the definitions of the relevant telecommunications markets in Jordan considering the changes in services' provision, customers' behavior and technological developments;
- Analysis of each individually defined relevant market to identify operators with Significant Market Power and market failures;
- Introduction of remedies to rectify market failures;
- Achievement of a maximum industry consensus in the designation of dominance; and
- Achievement of a maximum industry consensus in the introduction of remedies.

Additional equally important objectives include:

- Review TRC Data and Specify additional data requirements and liaise with TRC and the industry (through TRC) in order to secure the collection of data related to changes in Jordanian markets.
- carrying out of a well-founded and pioneering work in the region by the TRC;
- delivering of a debate proof market definition and analysis reports that can withstand the anticipated challenges of the industry and the counter arguments. This will enable TRC to establish the convincing underpinnings and rationale for the *ex-ante* regulations (wherever required) of the Jordanian telecommunications markets.
- Knowledge transfer and training to the relevant staff within the TRC.

The timely fulfillment of the above is an overall measure of success for this project.



PART 2 - PROJECT ACTIVITIES

The consultant should use an activity approach to carry out the Market Review project. An indication for the main Activities and Tasks is given in this part.

Activity 1: INCEPTION

Task 1.1 - Review of the relevant existing materials

During the inception activity, the Consultant should review of the Jordanian profile:

Objective: To review and get updated on the Jordanian profile regarding Telecommunications market issues, and agree with TRC the project approach.

Description: During the first visit, the Consultants are required to review the legal, economic and regulatory background of Telecommunications market issues in Jordan in order to: a) become fully familiar with all relevant documentation to be provided by TRC, b) get familiarised with the Jordanian Telecommunications market issues and c) get updated on the latest developments including previous work in the area that has been carried out by other consultants. In order to build his database on the background of the project, the Consultants should be acquainted with all relevant material including but not restricted to:

- Telecommunication and Competition laws and by-laws;
- Governmental policy/strategy and other documents;
- Relevant regulatory instructions and determinations;
- All previous Market review documents, White Paper, consultations, decisions; and
- Other necessary material to be specified by the Consultant and agreed with TRC.

Deliverable: (D 1.1) Kick-off presentation summarising the above.

Task 1.2- Production of the inception report

During this activity, the Consultant should prepare The Inception Report including detailed time plan

Objective: To establish a common understanding about the project with TRC and obtain TRC's approval on the methodology, approach and overall execution of the project, also to agree with TRC on the detailed time plan and the required man-days

Description: The Inception Report should be well written and properly structured in a reader friendly way which will enable TRC to have a full and clear view of the Consultant's understanding and the way forward. The Inception Report should be also presented to TRC through a presentation where the Consultant is anticipated to give concrete, clear and specific indication of his understanding of the project and of his future plans regarding the methodology, approach and anticipated project results. The Consultant is also expected to report on any risks, uncertainties or other issues that might cause in his view likely delays in the project execution or impose any constraints in the fulfilment of the project scope and objectives.

Deliverable: (D 1.2) The Inception report to be prepared by the Consultant including detailed time plan.

Outcome: TRC and the Consultant having developed an agreed and common understanding of the project approach and requirements

Activity 2: COLLECTION OF DATA

It is understood that the provision of the required data by the operators is essential for the successful completion of this project. During this activity the Consultant is expected to review TRC data and should identify as early as is practically possible all the relevant data required.

Furthermore, in case that the Consultant comes to the conclusion that part(s) of the exercise described in the ToR cannot be completed as a result of the missing or unavailable data, an early warning together with a full justification must be provided.

Task 2: Data Collection

During this activity, the Consultant should collect, revise and prepare the necessary data for the project

Objective: To identify the data required for the completion of the Market Review exercise.

Description: The starting point of the Consultant would be to review the data collected by TRC to date.

Deliverable: (D 2.1) The full list of data to be requested from the industry.

Outcomes: Finalization of the list of required data for the project.

Activity 3: MARKET DEFINITION

Having collected the required data the Consultant should then proceed with the next activity; which is to revisit the definition of the relevant markets in the Jordanian telecommunications sector.

This activity consists of one task only as defined below.

Task 3: Review the relevant definition of telecommunications markets in Jordan

Objective: To review the currently defined markets and to define the relevant telecommunications markets in Jordan.

Description: The Consultant is required to review the current relevant markets and assess the need for redefining the markets or define new markets; such process will be based on principles laid down in the White Paper and Competition Safeguards Instructions.

Outcome: The Consultant to have satisfied one of the major objectives of this exercise which is to review on behalf of TRC the current relevant telecommunications markets definitions in Jordan.

Activity 4: MARKET ANALYSIS AND REMEDIES

During this activity the Consultant should comprises the following tasks:

- Task 4.1: Market analysis and assessment of the existing level of competition.
- Task 4.2: Proposals for regulatory remedies in the cases of market failure.

These Tasks are further explained below:

Task 4.1: Market analysis and assessment of the existing level of competition

Objective: To assess the level of competition and identify the markets that are susceptible to *ex-ante* regulation; then identify operators with Significant Market Power (SMP) within each defined relevant

market susceptible to *ex-ante* regulation; by carrying out a full market analysis according to the principles laid down in the White Paper and the Competition Safeguards Instructions.

Description: The Consultant is required to review the existing level of competition within the defined relevant markets in order to determine if there are justifications for regulatory intervention and to determine operators with Significant Market Power (SMP) within those markets.

Outcome: Identification of the relevant markets that are susceptible to *ex-ante* regulation and dominant operators within each individually defined relevant market; thus forming the legal and economic justification for the introduction of remedies and regulatory intervention.

Task 4.2 Proposal for regulatory remedies in the cases of market failure

Objective: To introduce required remedies among a menu of market remedies proposed by the Consultant.

Description: The definition of a particular relevant market carried out under Activity-3 does not automatically imply **market failure** requiring the introduction of remedies. It is the market analysis and the identification of operators with SMP that may require the introduction of a particular remedy, by also taking into account the market dynamics. In cases of market failure the Consultant should:

- Review the existing remedies mandated by previous Market Analysis and other regulations.
- Present a menu of alternative market remedies;
- Present a set of criteria for choosing among these alternatives;
- Carry out an evaluation of the alternative remedies based upon those criterion; and ensure that those remedies are proportionate and maximize the benefits from imposing such remedies
- Propose a particular remedy to rectify market failure or a combination of remedies. The remedy may be a direct regulatory intervention such as a price capping mechanism, recommendations to the industry, actions

for the removal of certain legal, regulatory or other barriers, etc. or combinations of them.

Outcome: TRC is informed of both options for market remedies and specific proposals for the introduction of particular remedies.

Activity 5: CONSULTATIONS AND DECISIONS

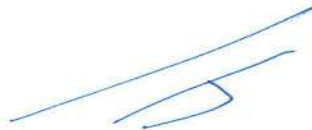
In this activity the consultant should prepare Consultation Papers on the results of Markets Definitions, Market Analysis results (SMP Operators) and Remedies.

Objective: Consultation Papers regarding the defined relevant markets and the results of the market analysis designating dominant operators, as well as the introduction of remedies to rectify market failures.

Description: For each relevant market or set of relevant markets the Consultant should carry out an industry consultation on the definition of relevant markets, market analysis designating dominant operators, as well as the introduction of remedies after impact analysis. The consultation should be made in accordance with TRC's established Instructions on the Procedural Rules of Issuing Instructions⁴. This typically requires the following:

- Production of the corresponding relevant market **consultation paper**
- Production of the **explanatory memorandum**
- Production of TRC's **determination paper**
- Responses to the potential objection on the determination.

Deliverables: (D 3.5.a) The Consultant should provide a set of consultation papers, information memorandum, determination papers and objection response. The exact number of required consultations will have to be jointly determined with TRC.



⁴ Published on TRC website and available only in Arabic Language:
http://www.trc.gov.jo/index.php?option=com_content&task=view&id=2077&lang=english&lang=english



(D 3.5.b) The Consultant should present the consultation papers to the stakeholders at TRC premises in order to be approved by the TRC before proceeding with the consultation process.

(D 3.5.c) The Consultant should participate as required in the meetings, hearings and industry consultations to assist TRC to carry them out.

Outcome: The Consultant carries out the required consultation in accordance with TRC's Instructions on the Procedural Rules of Issuing Instructions, and the final determinations are made regarding the definition of the relevant markets, market analysis, designating dominant operators, as well as the introduction of remedies.

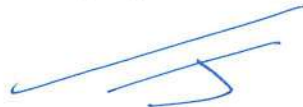
Activity 6: HANDS-ON SUPPORT TO TRC

The Consultant shall interact throughout this activity with relevant TRC staff in order to analyse, discuss and explain the relevant issues, so as, to provide a hands-on support for Market Review Project to TRC, as well as:

- To transfer knowledge to appropriate TRC staff.
- Analysis and implementation tactics of the market review methodology adopted by TRC.

The Consultant shall provide support to TRC for a period of twelve (12) months from the date of approval and acceptance of the deliverables by the TRC.

TRC will liaise any objections or requests of reconsiderations (regarding the deliverables and/or the results) received from stakeholders to the Consultant, who will provide a fair and justified response within five working days.



PART 3 - TEAM COMPOSITION AND PROFILE

The Consultant should provide a team comprising a mix of economic, legal and technical skills at Senior, middle and junior levels - *For senior level minimum 15 years of experience, for middle level 10 years of experience, junior level 5 years of experience* -. All experts should have a proven track record in conducting similar assignments. It is required that a team of more than 4 experts will be made available. The team should have a Senior Expert as a Team Leader with either economic or legal background and at least two Senior Experts: one with Economic and one with legal background, preferably a Senior Economic Consultant. The rest, at least one Consultant with economic or technical background and at least one Analyst with Economic or Technical background.

Further details are as follows:

For Senior Economic Experts (2) to have:

- Proven track record in the area of telecommunications market analysis.
- Minimum bachelor degree in economics and preferably post-graduate studies in economics.
- A strong professional background in economic telecommunications regulation and regulatory review, with experience of conducting similar assignments.
- Ability to analyse competition problems and find solutions.
- Proven record in applied competition economics, market studies, market definition and use of quantitative techniques for market definition
- Understand legal and economic aspects of competition.
- Experience in working with regulators in developing countries is an advantage.
- Ability to simplify and communicate specialised economic issues to TRC's decision makers.
- Responsibility for the quality and the timely delivery of specific Project Activities and Tasks to be agreed in the Inception Report.

For Senior Legal Expert (1) to have:

- Proven track record in the area of telecommunications market regulation
- Minimum bachelor degree in law and preferably postgraduate studies in law.
- A strong professional background in telecommunications regulation and regulatory review, with experience of conducting similar assignments
- Proven record in the analysis of competition cases and particularly in the analysis of telecommunications markets.
- Understanding the economic issues and economic analysis of competition cases.
- Experience in working with regulators in developing countries is an advantage.
- Ability to simplify and communicate specialised regulatory issues to TRC's decision makers.
- Responsibility for the quality and the timely delivery of specific Project Activities and Tasks to be agreed in the Inception Report.

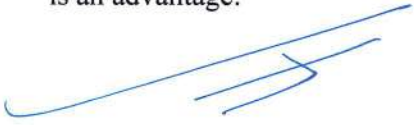
For Middle or Junior Economic Expert (preferably 2) to have:

- Proven track record in the area of telecommunications market definition studies.
- Minimum bachelor degree in economics.
- A strong professional background in economic telecommunications regulation and regulatory review, with experience of conducting similar assignments.



- Proven record in applied competition economics, market studies, market definition and use of quantitative techniques for market definition and competition analysis.
- Understanding legal and economic aspects of competition.
- Experience in working with regulators in developing countries is an advantage.

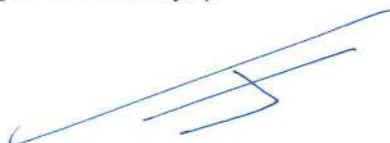
For the Middle or Junior Technical Expert (1) to have:

- Proven track record in the area of telecommunications market definition studies.
 - Minimum bachelor degree in electronic or telecom engineering.
 - A strong professional background in telecommunications regulation with experience of conducting similar assignments.
 - Proven record in applied in market studies, market definition.
 - Understanding legal and economic aspects of competition.
 - Experience in working with regulators in developing countries is an advantage.
- 

PART 4 - TIME SCALE

Part 2 above sets out the Activities and Tasks required during this project. TRC understands that the Market Review exercise requires significant resources in terms of time and effort required to produce well-founded and sound decisions. The conclusions of this project on market definition and market analysis together with its recommendations on the proposed remedies will formulate the new regulatory framework in the telecommunications sector of Jordan.

TRC requires that the project commences and be completed as soon as is practically possible. The time scale and man days required for conducting the project is *intentionally left to be proposed by the candidate Consultant, during the inception activity TRC will agree with the consultant on the details of project plan(time plan and required man-days)*



PART 5 - SPECIAL ISSUES

A. Important Project Risks

It is understood that the provision of the required data by the operators is essential for the successful completion of this project. The Consultant should deal with additional data needed to collect as specified under the Task 2.

The Consultant should assist TRC and the industry to compile the required data set. Furthermore, the Consultant should provide with early warning in the cases of non-available, missing, non-supplied or delayed data. In either of these cases the Consultant should prepare alternative plans for dealing with missing and/or unavailable data. These plans should report the missing and/or unavailable data, include proposal of how to deal with them, analyse the possibility of using assumptions to fill in the gap of the missing and/or unavailable data, report the assumptions uses and provide recommendations for their future collection.

Finally, in any case that the Consultant comes to the conclusion that part(s) of the exercise described in the ToR cannot be completed as a result of the missing or unavailable data, an early warning together with a full justification must be provided.

B. Consultant's Presence in Jordan

As described under the scope and the objectives of this ToR there is a double objectives for this project; which are to a) carry out the Market Review project and b) transfer the know-how and provide training to TRC's staff.

Furthermore, certain Activities of the project such as the data collection and the support to TRC on the numerous consultations require significant local presence of the Consultant's team at both the Team Leader and the Senior Expert and Consultant levels.

It is required that in order to best serve the above requirements that the Consultant spends significant time in field research, hands-on support and transfer of knowledge, training and know-how to TRC in Jordan. For this purpose the Invitees are required to indicate in their Offers number of days that each member of consultant's team will spend in Jordan.



C. Approval of Deliverables

Following the proper receipt of each deliverable, the TRC will have 30 calendar days in which the TRC may:

- Approve the deliverable in writing, with or without comments or reservations; or
- Reject the deliverable and provide the Consultant with a written notification that the TRC rejects the deliverable. The grounds for such rejection will be set out in the TRC's notification.

Where the TRC requests a replacement deliverable; because the one previously submitted has been rejected, the replacement deliverable shall be submitted within 30 calendar days. The replacement deliverable will likewise be subject to the above approval provisions. Due dates of following deliverables will not be affected by the delivery of the replacement deliverable and all following deliverables have to be submitted as planned.

D. Project Management and Communications

The TRC and the Consultant shall both appoint their respective project managers. TRC shall provide the Consultant with the name and contact details of TRC's project manager during the Kick-off meeting and presentation.

The Bidder shall, in its Technical Offer, provide the name, qualifications and contact details of the proposed project manager.

The project managers shall communicate on a regular basis, and the Consultant shall ensure that the TRC's project manager is fully informed as to the progress of the project. In particular, the Consultant shall inform the TRC's project manager of any problems encountered and any justified and anticipated delays in the delivery of the Services.

The TRC reserves the right to request the replacement of the Consultant and/or the project manager with a suitably experienced and qualified expert if the TRC reasonably believes and can prove that the actions or non-actions of the Consultant and/or the project manager are jeopardizing or are likely to jeopardize the success of the project and the delivery of the Services.

E. Office Accommodation

The TRC will provide the Consultant with a basic office space, basic office equipment (excluding personal computers, printers, copiers, and scanners), utilities (light and heating), local and international telecommunications (for

project related use only) and fax. The TRC will also provide suitable facilities for the training and workshops.

The Consultant shall cover the cost of running the office including the provision of all consumables and office supplies, non-project related communications costs, computers, printers etc.



SECTION D: INSTRUCTIONS TO BIDDERS

In submitting their Bids, Bidders must respect all sections of these Tender Documents. Failure to submit a Bid containing all the required information and documentation within the deadline specified herein may lead to the rejection of the Bid. Bidders submitting Bids with material deviations from the requirements set out in these Tender Documents risk having their Bids rejected by TRC.

1. Definitions

In these Tender Documents, the following terms shall be interpreted as indicated:

"Offer" means the offer that is comprised of the formal, technical and financial documents prepared and submitted by the bidders.

"Bidder" means any party, which submits a Bid in response to the Tender Documents

"The board" means the Board of Commissioners of TRC.

"Chairman" means the Chairman and CEO of TRC.

"Commissioner" means any person duly appointed to the Board of Commissioners of TRC.

"Consultant" means the successful Bidder who is selected to supply the Services under Contract to TRC.

"Contract Form" means the form contained in Section J of the Tender Documents;

"Contract Price" means the price payable to the Consultant under the Contract for the full and proper performance of his contractual obligations.

"Contract" means the agreement entered into between TRC and the Consultant, as recorded in the Contract Form and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

"Evaluation Committee" means a special committee formed by order of the Chairman upon the recommendation of the Tenders Committee, to have the responsibility of assisting the Tenders Committee in evaluating the Bids in

accordance with the procedures set herein, or such other procedures as justified and authorised by the Tenders Committee, and reporting its findings to the Tenders Committee.

"Local Agent" means an entity, formally registered in Jordan, which is associated with a foreign Bidder and which entity performs the functions of the local agent as set out in these Tender Documents, including in particular the formal purchase of the Tender Documents on behalf of the foreign Bidder.

"Services" means all services required in the fulfilment of the Contract, including, but not limited to, the provision of written and verbal advice, written reports and presentations, formulae and calculations, data, diagrams, charts and pictures, electronic documents, models and tools and any other such material or services;

"Tenders Committee" means a permanent TRC committee formed by a decision of the Board pursuant to the provisions of the Supplies by-law of TRC.

"Tender Documents" means all the documents that are incorporated in the current tender;

"TRC" means the Telecommunications Regulatory Commission of Jordan;

2. General Terms

These Tender Documents do not commit TRC to enter into any agreement or similar undertaking with any of the bidders. The TRC Tenders Committee will be responsible for evaluating responses to the Tender contained herein. The Tenders Committee reserves the right to reject or accept any Offer, in whole or in part (e.g., any component of any proposed solution) for any reason whatsoever. In addition, the Tenders Committee is under no obligation whatsoever to accept the lowest price Offer.

TRC may suspend or terminate the Tender process at any time at its sole discretion, without reasoning and will not be responsible for any damages related to that, and TRC makes no commitments that this process will result in a business transaction for anyone. These Tender Documents do not constitute an offer by TRC.

The safekeeping of the Offers will be maintained on TRC's premises. The Tenders Committee will maintain the confidentiality of Offers submitted to it pursuant to the Tender contained herein. The Tenders Committee will agree upon further guidelines regarding the sharing of information related to the submitted Offers if this becomes necessary for the proper evaluation of the Offer or Offers. In this context, "sharing" means sharing information with Officers and Staff of TRC outside of the Tenders Committee.

TRC, and its consultants, and staff and Board members working on the Tenders Committee will be bound by the same confidentiality requirements and will not share any portion of these Tender Documents in advance.

All information contained in these Tender Documents is considered to be the exclusive property of TRC. Recipients of these Tender Documents are not to disclose any information contained within these Documents without prior approval of TRC unless such information is publicly available. These Tender Documents are provided for the sole purpose of enabling the Invitee to develop a response.

3. Tender Documents

The Services required, Offering procedures and contract terms and conditions are prescribed in the Tender Documents which comprise:

SECTION A:	INVITATION
SECTION B:	BACKGROUND
SECTION C:	TERMS OF REFERENCE
SECTION D:	INSTRUCTIONS TO BIDDERS
SECTION E:	GENERAL CONDITIONS
SECTION F:	SPECIAL CONDITIONS
SECTION G:	STATEMENT OF COMPLIANCE
SECTION H:	BID FORM AND PRICE SCHEDULE
SECTION I:	BID GUARANTEE BOND FORM
SECTION J:	CONTRACT FORM
SECTION K:	PERFORMANCE GUARANTEE BOND FORM

The Bidders are expected to examine all instructions, forms, conditions and specifications of the Tender Documents. Failure to furnish all information required or submission of an Offer not substantially responsive to the Tender Documents will be at the Tender's risk and may result in the rejection of his Offer.

4. Contacting TRC

All contact with TRC, its employees and consultants concerning this Tender shall be conducted in strict accordance with the manner and conditions set out in these Tender Documents.

Lobbying in any fashion or attempting to directly contact any member of the Tenders Committee or TRC is strictly prohibited. Failure to comply with these rules may result in disqualification and a ban from participating in any subsequent or future procurement processes.

5. Tender Schedule

This Tender process will be conducted in accordance with the following schedule. If a component is delayed, the rest of the schedule will likely be shifted by a corresponding period of time. TRC reserves the right to amend any time period as required and appropriate. TRC will use its best endeavours to keep Bidders informed of any significant alterations to the schedule, which is set out below.

Tender Process Stage	Due Date (Subject to National Holidays)
Starting date of tender process	10/09/2017
Deadline for requests for clarifications	14/09/2017
Response to requests for clarifications published	20/09/2017
Deadline for submission of Bids	12/10/2017
Opening of Bids	12/10/2017
Completion of the evaluation of the Technical Offers	21/10/2017
Opening of qualifying Financial Offers	24/10/2017
Completion of the evaluation of the Financial Offers.	01/11/2017
Commencement of Contract Negotiations	03/11/2017
Announcement of the successful Bidder	05/11/2017
Deadline for Appeals	08/11/2017
Notifications to unsuccessful Bidders	10/11/2017
Contract Signature	15/11/2017
Commencement of Services	01/12/2017
Completion of Services	01/12/2018

Bidders should note that all dates marked “*” in the above table are target dates only and TRC reserves the right to amend any such date as required and appropriate. TRC will use its best endeavours to keep Bidders informed of any significant alterations to the above schedule.

Note: In the event that date-related information given in any section of the Tender Documents does not align with the Tender Schedule as given above then such provisions in the Tender Documents will be read and construed so as to comply with the tender schedule given above. *This applies to all timings*

and dates whether expressed as absolute dates (e.g.) or relative dates (e.g. "within 15 working days from..." etc.).

6. Clarification of tender Documents

TRC will accept written questions related to the Tender Documents from Invitees. All questions must be submitted by e-mail to: marketreview@trc.gov.jo

In accordance with Section A, questions will be accepted before one week of the deadline for submission.

Telephone calls will not be accepted under any circumstances. In no event will TRC be responsible for ensuring that TRC has received bidders' requests for clarifications. Bidders are at the liberty of requesting a delivery confirmation report from their email service providers.

TRC will endeavour to provide a timely response to all questions reasonably submitted. However, TRC makes no representation or warranty as to the completeness or accuracy of any response, nor does TRC undertake to answer all questions asked. Questions will be answered via a clarifications document published on its website (www.trc.gov.jo). The identity of the originator of the questions will not be disclosed in the clarification document.

7. Amendment of Tender Documents

If TRC deems it appropriate to revise any part of these Tender Documents or to issue additional data to clarify an interpretation of any of the provisions of these Tender Documents, TRC may issue amendments thereto. If an amendment is issued, it will be provided to all Bidders. Revisions to the Tender Documents include amendments, additions, responses to questions from individual Bidders and any other changes to the Tender Documents made by TRC during the period following issuance of the Tender and prior to the deadline for submission of Offers.

8. Sub-contracting and Local Presence

A Bidder may submit an Offer as a single entity or decide to collaborate with other entities to enhance its offer and submit an Offer either by submitting a joint Offer or through Partnership.

Single Entity Offer – an Offer submitted by a single Bidder. If awarded the Contract, the Bidder will sign the Contract with TRC and shall assume full liability towards TRC for the performance of the Contract. All relevant forms must be completed and all required declarations shall be made and the Bidder shall provide all relevant information in its Offer. In circumstances where the single entity Bidder is a foreign entity, then the single entity Bidder must either have a local agent or establish a registered office in Jordan.



Joint Entity Consortium – a joint Offer is an offer submitted by a group of entities and or companies who have affiliated to provide an enhanced offer (such affiliation is hereinafter referred to as a "Consortium"). The Consortium shall nominate a leader thereof, so that all correspondence between the TRC and the Consortium will be through the specified leader. Members of such a Consortium will be considered as partners in a single Offer and, if awarded the Contract will have an equal standing before TRC in executing the Contract and shall assume joint and several liabilities towards the same for the performance of the Contract as a whole. All references in these Tender Documents to a Bidder shall be read and construed so as to apply to the joint entity consortium collectively for the particular case of Consortiums submitting joint offers; however, each member shall individually and separately make the required declarations and provide all relevant information as required under sub-section 16 of this Section (Covering letter (A1, A2 and A3)).

In all cases the Bidder, whether a Single Entity Bidder or a Joint Entity Consortium, should have an officially registered local office in Jordan; otherwise, the Bidder must appoint a local agent officially registered in accordance with the Jordanian Companies Law. The local agent shall act as a facilitator and a local point of contact with the Bidder/Consultant and in particular for the period during which the Consultant provides the Services. Moreover; the local agent shall fully represent the Bidder/Consultant in all litigation proceedings (notifications and witnesses tender ...etc). Offers that are submitted without the indication of a local presence (local office or local agent) shall be rejected. In circumstances where a joint offer contains one or more local (Jordanian registered) partners, then it is permissible that one of those partners be appointed as the local agent.

All Bidder are required to provide in their offers the full contact details of their registered office in Jordan, or their local agent in Jordan as the case may be.

Subcontracting– a bidder, whether Single Entity Bidder or Joint Entity (Consortium), is permitted to appoint one or more subcontractor(s). Any such subcontractor must be clearly identified in the covering letter submitted with the Offer (See sub-Section 16 – part 1 of this Section III). However it should be noted that: 1) a subcontractor does not have direct liability before TRC in the performance of the contract. The Bidder (whether a Single Entity Invitee or a Joint Entity Consortium) will assume full liability for the actions, or non-actions, performance or non-performance of any subcontractor named in its Offer; and 2) subcontracting is limited to 25% of the Contract Price. A copy of the subcontract(s) (or equivalent documents of intent) entered into between the Bidder and the subcontractor(s) shall be included, in confidence, in the Financial Offer. No financial information is to be included in the Technical Offer.

9. Cost of Offer

The Bidder is responsible for all costs associated with the preparation, submission and/or presentation of its Offer, including any additional cost resulting from the modification or cancellation of the Bidder process after issuance by TRC. TRC and/or the operators/service providers and/or the

Tenders Committee will not, under any circumstances, be responsible or liable for those costs, regardless of the outcome of the Tender process.

10. Concise Offers

TRC discourages long or costly Offers. Offers must be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present the complete Offer are not desired and may be interpreted as an indication of the Tender's lack of cost consciousness. TRC's principal interest in this regard lies in the quality and responsiveness of the Offer. The Offer should minimise the amount of paper and pages used in accordance with the following:

- Technical Proposal to be submitted in hard and soft copy
- Financial Proposal to be submitted in hard and soft copy and presented in a well-defined table format
- All pages should be numbered (page/total number of pages) in the footer
- All content should be related only to the Services
- Project plan: to be submitted electronically using Microsoft Project Software⁵.

11. Realistic Offers

Offers must be realistic and must represent the Bidder's best estimate of time, materials and other costs. No hidden costs are allowed. TRC shall bear no responsibility or increased obligation for a Bidder's failure to accurately estimate the costs or resources required to meet the obligations defined in the Offer.

12. Language

The Offer and all correspondence and documents relating to the Offer exchanged between the Bidder and TRC shall be typed or written and in the English language. Any supporting pre-printed documents, such as company brochures etc, which are furnished by the Bidder, may be written in another language as long as such documents are accompanied by an English translation. However, Arabic language is acceptable in case of supporting documents (company registration form, financial statements, and any supporting pre-printed documents such as company brochures etc).

The language of the project shall be the English language and all related work including but not limited to all technical reports, papers, plans, status reports, training materials, presentations, user guides etc. shall be delivered in the English language only.



⁵ Microsoft is a registered trademark of Microsoft Corporation. All rights respected.

13. Preparation of Offers

The Offer shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized. All pages of the Offer shall be numbered and endorsed by the Bidder or stamped with the Bidder's official stamp.

Offers should be submitted without erasure, alteration, deletion or addition. If this is not possible and if necessary, the Bidder must sign next to any erasure, altering, deletion or addition.

Offers that are not duly signed or stamped, or submitted incomplete or ambiguous in a manner that impedes evaluation, will be subject to disqualification.

14. Deadline for the Submission of Offers

Offers must be received no later than the time and date specified on page 1 of these Tender Documents..

TRC may, at its discretion, extend the deadline for submission of Offers by an amendment, in which case all rights and obligations of TRC and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Any Offer submitted after the deadline for submission of Offers will be rejected and returned unopened to the Bidder.

Offers received by fax or e-mail are not acceptable.

15. Period of Validity of Offers

Offers shall remain valid for one hundred and twenty (120) days from the deadline of submission. In exceptional circumstances, TRC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be in writing.

16. Documents Comprising the Offer

In order for the Tenders Committee to evaluate Offers fairly and completely, Bidders must adhere to the format set out in these Tender Documents and provide all information requested. Failure to furnish all information required or a submission that is not substantially responsive to the Tender Documents will be at the bidder's risk and result in the rejection of his Offer.

The specified format for the Offer is intended to facilitate its evaluation. The Tenders Committee expects to utilise the information provided in specified sections of the Offers as the primary source of information in scoring a particular item. However, the Tenders Committee may apply information acquired from references, site visits, any portion of the Offer, or other sources to score a particular category.

The Offer prepared by the Bidder shall be comprised of various documents organised into two parts as follows:

17. Part1 : Qualification Documents and Technical Offer

A. Qualification Documents

Covering Page

The Covering Page must contain the following information:

- Title of the Tender.
- Name of the Bidder
- That a Bid Guarantee Bond is submitted in this Part A
- Name and title of the person to be contacted concerning the Bidder's Bid.
- Phone and fax number, and e-mail address of the Bidder's contact person
- Date of the Bid
- Proposal version number if applicable

Bid Guarantee Bond

A Bid Guarantee Bond in a value not less than three percent (3%) of the Bidder offer price must be included in this part A. No reference to the exact quantum of the Financial Offer shall be made. Failure to submit the required Bid Guarantee Bond in this part A will result in the disqualification of the Bid.

Covering Letter

The Bidder is required to submit a covering letter on the letterhead of the Bidder signed by a person or persons duly authorized to act on behalf of and bind the Bidder. The covering letter shall expressly state that:

- the Bidder certifies that it will comply with all terms and conditions set out in these Tender Documents;
- the Bid is valid and open for acceptance by TRC for a period of not less than one hundred and twenty (120) days from the deadline for submission of Bids as set out in the table of events for the Tender Schedule; and
- that a Bid Guarantee Bond in a value not less than three percent (3%) of the Bidder offer Price is submitted along with the covering letter in this Part A . No reference to the exact quantum of the Financial Offer shall be made.

The covering letter must also introduce the Bid and certify that the Bidder meets the necessary qualifications required to respond to these Tender Documents and to accomplish the needs identified therein. The covering letter must also identify any proposed subcontractors and certify that they

also meet the necessary qualifications identified in these Tender Documents.

The following Qualification Documents, as a minimum, shall support the covering letter:

- A.1 A completed Statement of Compliance in the form shown in Section F of the Tender Documents, signed on behalf of the Bidder by a duly authorized person or persons.
- A.2 Documents establishing the Bidder's eligibility to submit a Bid and indicating that the Bidder is financially and technically qualified to perform the Contract.
 - a) Bidder's identification sheet, stating corporate name, address, contact numbers, legal status and tax registration number.
 - b) Certified copy of the Bidder's certificate of corporate registration.
 - c) Statement of accounts (i.e. balance sheet, income and cash flow statements) including annual turnover, profit and the average of cash and cash equivalents for the last three years.
 - d) Details of expertise with respect to the subject matter of the Tender including details of previous projects in this field. The Bidder's description of previous projects shall be accompanied by written references from previous/current customers.
 - e) Declaration of not being under bankruptcy procedures, convicted for financial crimes, money laundering, etc.
- A.3 Original of an official statement evidencing the authority of the person(s) signing the covering letter and other documents submitted with the Bid, which require signature on behalf of the Bidder.

By submission of a Bid, Bidders are signifying acceptance of all terms, conditions, and requirements contained in these Tender Documents and its attachments unless specifically noted to the contrary and explained in the Bid. Any exceptions must be described in the covering letter in a separate paragraph clearly identified as an exception paragraph. Bids may be subject to rejection if they limit or modify any of the terms and conditions or specifications of these Tender Documents.

B: Technical Offer

The Bidder shall provide (within Part 1) a separate binder/folder/file setting out the Technical Offer. The Technical Offer must include a table of contents. The table of contents must reflect the organisation of the Bid and major subject areas and must be paginated. It may include references to additional topics, exhibits, and attachments beyond those listed below. However, it must include each topic and subtopic, in the order listed, below:

<u>1</u>	<u>Understanding of the Project</u>
<u>1.1</u>	<u>Executive Summary</u>
<u>1.2</u>	<u>Project Organisation and Overall Approach</u>
<u>2</u>	<u>Project Management</u>
<u>2.1</u>	<u>Project Management Approach</u>
<u>2.2</u>	<u>Project Work Plan</u>
<u>2.3</u>	<u>Project Activities and Deliverables</u>
<u>2.4</u>	<u>Training</u>
<u>3</u>	<u>Experience and Qualifications</u>
<u>3.1</u>	<u>Bidder Profile</u>
<u>3.2</u>	<u>Proof of Bidder's Experience and Qualifications</u>
<u>3.3</u>	<u>Project Team Organisation Chart and Narrative</u>
<u>4</u>	<u>Appendices</u>
<u>4.1</u>	<u>Proof of Insurance</u>
<u>4.2</u>	<u>Project Team CVs</u>

1 Understanding of the Project

The Bid must demonstrate the Bidder's understanding of the project including in particular, the objectives, scope and deliverables.

1.1 Executive Summary

The executive summary should provide a concise overview of the Bid, its organisation and contents. It should include a succinct narrative demonstrating that the Bidder:

- Understands the purpose and requirements of the project.
- Has carefully read the Tender Documents, including all attachments, documentation and due diligence materials as well as any questions, answers, additions, or amendments that have been published pertaining to the Tender Documents since their original publication.
- Has analysed pertinent issues and is offering a Bid that responds to the requirements stated in the Tender Documents and addresses potential problems and risks.

- Has the ability to provide the necessary services.

1.2 Project Organisation and Overall Approach

The Bidder should describe how it has organised the project and its overall approach and methodology.

2 Project Management

2.1 Project Management Approach

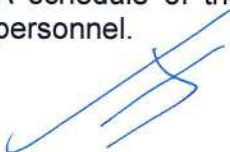
This section of the Bid should focus on how the project will be managed and completed and should describe the methodology, tools and techniques to be employed and applied to delivering the Services.

2.2 Project Work Plan

This section of the Bid should focus on the project work plan. It should provide a preliminary but detailed and credible project work plan. The project work plan may be refined during the implementation of the project Tasks, and will be subject to acceptance by and approval of TRC. The purpose of the work plan is to establish a detailed schedule of tasks, identify resource requirements, identify and describe deliverables and activities and establish mutual expectations and understanding in order to complete the project successfully.

The work plan should demonstrate a practical application of the proposed tools and methods and show how they are applied to deliver contract deliverables and project results. At a minimum, this section should include:

- A definition of the project management tools(s) that will be used to manage and maintain the project work plan and resources throughout the life of the project.
- An identification of the tasks and sub-tasks required to complete the project and deliver the Services.
- The sequencing of those tasks.
- A definition of dependencies between tasks within the work plan.
- A definition of the deliverables to be provided under the Contract, the due dates for such deliverables and a description of the formal process to be used by TRC to review and approve the deliverables.
- A Gantt chart showing tasks, activities, phases, dependencies and milestones.
- A schedule of the expected in-country presence of the Consultant's personnel.



In addition to the narrative, this section should include a preliminary project work plan developed using Microsoft Project Software⁶; the narrative should facilitate an understanding of the work plan. Bidders should include an electronic copy of the project plan on CD-ROM and in Microsoft Project format.

2.3 Project Activities and Deliverables

This section should describe in detail the Bidder's proposed solution to achieve the expected outcomes for all tasks listed in Section C of these Tender Documents.

2.4 Training

This section should describe any specific proposals of the Bidder related to the delivery of training services and knowledge transfer.

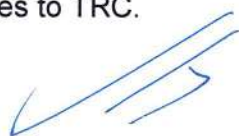
3 Experience and Qualifications

This part of the Bid must demonstrate the Bidder's experience and qualifications.

3.1 Bidder Profile

In addition to related information concerning the Bidder's overall experience and qualifications that may be elaborated upon in other sections, the Bid must include the following information in order to demonstrate that the Bidder meets the minimum qualifications and experience:

- Provide a brief company background indicating company history, primary business location, business/market focus for the company, and the division or organisational entity responsible for the products and services in this Bid.
- Detail specific experience in providing services of a similar nature to the Services requested in these Tender Documents.
- Indicate the number of years of experience the Bidder and any subcontracting organisations have in providing the types of services requested in these Tender Documents.
- Provide an explanation of any litigation or government or regulatory action pending or in progress against the Bidder's organisation within the last three (3) years that might have a bearing on your ability to provide services to TRC.



⁶ Microsoft is a registered trademark of Microsoft Corporation. All rights respected.



3.2 Proof of Bidder's Experience and Qualifications

To demonstrate that the Bidder meets the minimum qualifications and experience, in addition to related information concerning the Bidder's overall experience and qualifications, the Bid must include the following information (which may be elaborated upon in other sections):

- A statement certifying that the Bidder has successfully delivered services of a similar nature to at least three clients.
- For each previous project of a similar nature, the Bidder shall identify any subcontractor that completed the project. A subcontractor may be engaged by the Bidder to carry out portions of the Services that are complementary to the normal area of expertise of the Bidder.
- For each qualifying project, the following should be included:
 - The name of the project
 - The entity that requested the project including the titles, names, addresses, and contact details for the principal project manager for each project
 - Project start and end dates
 - Project Value
- Multiple projects are desirable. If more than one project must be used to demonstrate that the Bidder meets the minimum qualifications outlined in these Tender Documents, The Bidder should provide a description of each project and clearly identify the component experience gained from the individual project.

3.3 Project Team Organisation Chart and Narrative

The Bid must provide a complete description of the proposed project team including an explanation as to how each of the key individuals fits within the Bidder's organisation.

Provide a project team organisation chart. The chart must specifically identify the personnel who will be assigned to this project to accomplish the work as identified in these Tender Documents and should illustrate the lines of authority. Furthermore, this section should include the following information for each team member:

- The individual's name
- The individual's title, role and responsibilities on this project
- The amount of time the person will be working on this project broken down by days to be spent in Jordan and days to be worked at the person's home base

- The individual's resume
- A discussion of each person's skills and qualifications to perform the assigned role
- A disclosure of specific projects that demonstrate the skills and qualifications

A table or matrix should be included in this sub-section indicating the experience of the project team members with the require Tasks. In addition, the matrix should include information regarding the team's experience in working together previously on identified projects.

4 Appendices

The appendices should contain documents that provide support for the main sections of the Bid. The following is a list of the minimum required appendices:

4.1 Proof of Insurance

In support of the Bid the Bidder should provide proof of insurance that meets the requirements described in these Tender Documents. Any attachments must be submitted with the Bid.

4.2 Project Team CVs

This section contains CVs describing the relevant background and experience for each of the proposed key team members. The CVs must include current references of customers for whom the team member has provided similar types of services in the past.

Part 2 : Financial Offer

The Financial Offer, which is to be presented in a separate binder, must be sealed in a separate envelope that is clearly marked "Financial Offer". The Financial Offer must be unconditional and must be signed by a duly authorized representative of the Invitee. Any Financial Offer, which is incomplete or unsigned by a duly authorized person(s), shall be rejected.

The Financial Offer must consist of:

1. Offer Form and Price Schedule as shown in Section H of the Tender Documents signed by the Bidder or person(s) duly authorised by the Bidder. The Bidder must submit a total Offer amount in the Price Schedules itemised as set out in Section H
2. If applicable, a copy of any subcontract(s) formed between the Bidder and its subcontractor(s).
3. A breakdown prices for each activity (pricing all tasks individually) considering that awarding every activity is subject to the availability of the financial resources in the TRC

18. Sealing and Marking of Offers

The Offers must be submitted in the form of:

PART 1:

- A: One (1) original, on paper as well as on CD-ROM, and one (1) copy clearly marked "copy", on paper as well as on CD-ROM, of the Qualification Documents as described in sub-Section 16 above. The Bidder must seal the original and the copy of the Qualification Documents in a separate envelope clearly marked "Qualification Documents – Original and Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.
- B. One (1) original, on paper as well as on CD-ROM, and five (5) copies each clearly marked "copy", on paper as well as on CD-ROM, of the Technical Offer. The Bidder must seal the original and each copy of the Technical Offer in a separate envelope clearly marked "Technical Offer – Original and Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.

PART 2 :

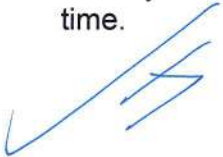
One (1) original, on paper as well as on CD-ROM, and one (1) copy clearly marked "copy", on paper as well as on CD-ROM, of the Financial Offer. The Bidder must seal the original and the copy of the Financial Offer in a separate envelope clearly marked "Financial Offer – Original and Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.

All individual envelopes must then be sealed in an outer envelope. The inner and outer envelopes shall:

- be addressed to TRC at the address given in the Tender Documents;
- bear the Tender name, title and number indicated in the Tender Documents; and
- Indicate the name and a complete and precise address of the Bidder, including the post office box number, telephone, facsimile and telex to be used for correspondence purposes with respect to this Tender.

If the outer or inner envelopes are not sealed, TRC will assume no responsibility for the Offer's misplacement or premature opening and the Offer shall be disqualified and returned to the Bidder.

The Bidder must notify TRC in writing about any change in his address, whereas all correspondences that used the last available address and were sent by mail will be considered as if they have been delivered actually and on time.



19. Modification and Withdrawal of Offers

Bidders who have already submitted Offers may modify the said Offer only up to the deadline date for submission. However, in such circumstances, the entire Offer package must be resubmitted. Modified Offers must be submitted in complete accordance with the requirements governing submission of the original Offer including the requirements for paper and electronic copies as well as the required Offer packaging and sealing procedures. Submission of only the modified portions will not be accepted and only the original Offer will be considered.

In addition to the previously stated labelling requirements, the package or container for the modified Offer must be marked "MODIFIED" along with the date modified on the front of the package.

The originally submitted Offer will remain in the custody of TRC. All Offers submitted will be kept safe in TRC's files. The previously submitted Offer versions will not be considered if a qualifying modified Offer has been accepted by TRC.

Bidders may withdraw their Offers at any time prior to the deadline date set for receipt of Offers by submitting a written notice to TRC. Thereafter, all Offers will constitute firm offers, subject to negotiation and execution of the definitive documents that will remain open and cannot be revoked, withdrawn, or modified by the Bidder for a period of 120 days thereafter.

20. Offer Prices

All prices in the Offer Form and Price Schedule must be quoted including all sales tax and income tax withholding. All Subtotals and Grand Totals prices shall be quoted in figures and words.

The offered prices shall be considered to be inclusive of all costs. TRC has the right to accept or to reject variations about what is stated in this document regarding the pricing methodology.

The Bidder should price his offer by clearly specify the man-days and per diem prices for on-site and off-site work.

The Bidder should take into consideration that a foreign Consultant shall be entirely responsible for all taxes, fees and duties imposed outside Jordan. Payments made to a foreign Consultant shall be subject to a withholding of income tax from each payment; the amount to be withheld from a payment represents the percentage set the Jordanian Income Tax Law⁷ No. (34) Of 2014 in force multiplied by that payment. The withheld amounts shall be forwarded by TRC to the Jordanian income tax authorities. TRC will provide the Consultant with all reasonable assistance to secure a certificate of tax payments made in Jordan to the Jordanian income tax authorities.

⁷ The tax rate currently applied is (10%).

21. Offer Currencies

Prices must be quoted in: Jordanian Dinars (JOD). Similarly all rates listed in the Offer Form and Price Schedule (See SECTION H) must be expressed in Jordanian Dinars.

1. Bid Guarantee Bond

The Bidder shall furnish, in part A of the Bid, a Bid Guarantee Bond in a value not less than three percent (3%) of the total offer amount as submitted in the Financial offer (including sales tax and income tax withholding).

The Bid Guarantee Bond shall be denominated in Jordanian Dinars and shall be in the form of certified cheque or unconditional bank guarantee issued by a bank licensed and operating in Jordan in the form provided in Section I of the Tender Documents and valid for one hundred and twenty (120) days from the date of the deadline for submission of Bids.

The Bid Guarantee Bonds will be returned to unsuccessful Bidders as soon as possible after awarding the Contract to the successful Bidder.

The successful Bidder's Bid Guarantee Bond will be returned upon the successful Bidder furnishing the Performance Guarantee Bond to TRC.

In the event that a Bidder is unwilling to accept an invitation by TRC to extend the validity period of the Bid (in accordance with sub-Section 15 of this Section D), the associated Bid Guarantee Bond will be returned to the Bidder as soon as is practicable thereafter.

The Bid Guarantee Bond may be forfeited in the following cases:

- if the Bidder withdraws the Bid during the period of its validity;
- in the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the Contract within twenty (20) days after receipt of the Contract Form;or
 - (ii) to furnish the Performance Guarantee Bond.

22. Proposal Contents

All Offers, deliverables, documents, spread sheets, plans, calculations, drawings, data and other material submitted to TRC in relation with the delivery of the Services become the property of TRC upon submission and may be returned only at TRC's discretion. Any language in the Bidder's Offer that declares a restriction in terms of confidentiality or ownership of the Offer or deliverables and documents submitted or that imposes any other restriction

on their use or disclosure shall not bind TRC unless TRC accepts the said restrictions in writing.

EVALUATION PROCEDURE

23. Overview

The purpose of this section is to define the process by which Bids will be reviewed, evaluated and scored. This section further defines the process by which TRC will enter into negotiation with the successful Bidder, execute contracts and provide notice to all Bidders. It also defines the appeal process.

Bidders may not restrict the rights of TRC nor qualify their proposal in any manner. If a Bidder does so, TRC may reject the proposal. TRC reserves the right to choose a Bidder based on the skills, qualifications and experience of the Bidder, the merit of the Bid, and the financial arrangements proposed by the Bidder.

TRC reserves the right to select one or more Bidders with whom to enter into negotiations. The scoring described herein will be used for selecting one or more Bidders for the purpose of conducting such negotiations.

24. Procedure

All submitted Bids will be evaluated in accordance with a two stage evaluation process as follows:

Stage 1: Qualification and Technical Evaluation.

- A. Qualification.** TRC's evaluation will focus on the documents and information set out in sub-Section 16 – Part 1 (A) above. The existence of the Bid Guarantee Bond will be verified and TRC will assess the Bidder's financial standing and experience in delivering similar projects in other countries. Any Bidder who, in the opinion of TRC, does not have sufficient financial stability and/or fails to demonstrate significant and valid experience will be eliminated at this stage.
- B. Technical Evaluation.** TRC's evaluation will, at this stage, focus on the documents and information set out in sub-Section 16 – Part 1(B) above. During this stage, TRC will evaluate the Bidder's Technical Offer in accordance with the procedures and time-table set out herein.

Stage2 : Financial Evaluation. TRC's evaluation will, at this stage, focus on the documents and information set out in sub-Section 16 – Part 2 above. During this stage, TRC will evaluate the Bidder's Financial Offer in accordance with the procedures and time-table set out herein.

25. Opening and Qualification of Bids

The TRC Tenders Committee will perform the opening of the Bids. The Bids will be opened at the time and date set out in the table of events in the Tender Schedule or at some other time and dates as set by TRC and communicated to all Bidders. The Bidder or his authorised representative may attend the opening of the Bids.

The Tenders Committee will first open the envelopes containing the Qualification Documents and Technical Offers (Part1). The name of the Bidder will be read aloud and recorded by the secretary to the Tenders Committee. The existence of the Bid Guarantee Bond will be verified and its details will be declared. The Opening session will thus be closed.

Subsequently, The Tenders committee will nominate an Evaluation Committee whose function will be to assist the Tenders Committee in the evaluation of the Bids. The Tenders Committee will inspect the Qualification Documents to ensure that the Bidder is qualified for further evaluation. The Tenders Committee may use the help of the Evaluation Committee in performing this inspection. In the event that the Tenders Committee considers the Bidder not to be qualified, the Bid will be rejected and the Financial Offer (Part2) will be returned to the Bidder unopened.

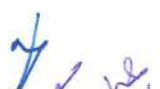
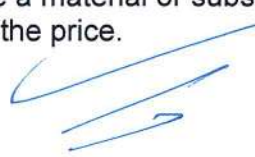
For those Bids that have been accepted as "qualified", the Technical Offers (Part 1 - B) will be passed to the Evaluation Committee for subsequent evaluation.

26. Clarifications, Interviews and Presentations

The following sub-sections describe the evaluation methods that the Tenders Committee and/or the Evaluation Committee may employ in the evaluation of a Bidder's Bid and reference inquiries.

Clarification of Bids

In cases where TRC requires clarification or wishes to eliminate confusion on any aspect of a received Bid, TRC may commence written communication between TRC and the applicable Bidders(s) concerning the contents of the Bid(s). Bidders who are contacted, will be requested to provide a written response within a stated period of time. Affected Bidders may not use their clarification response to secure a material or substantive change to the overall substance of the Bid and/or to the price.



Interviews and Presentations

In circumstances where TRC decides that it would be beneficial to the evaluation process, TRC may invite one or more bidders to present its offer to TRC and/or to be interviewed by the Tenders Committee and the Evaluation Committee.

27. Evaluation of the Technical Offer

The Tenders Committee will evaluate the Technical Offers for compliance with the Terms of Reference (Section C) and any other relevant provision of the Tender Documents. The Tenders Committee will use the help from the Evaluation Committee in performing this evaluation.

Each of the following elements of the Technical Offer will be evaluated and scored on a scale from 0 to 100 and the following weights of the elements will then be used to calculate the overall technical score from the technical evaluation by Evaluation Committee.

Element Weight		Weight
1	Understanding of the project requirements	10 %
2	Clarity in the description of the services and deliverables to be provided	10 %
3	Project Organisation	10 %
4	Proposed Project Plan and Timescale	20 %
5	Presence in Jordan during the delivery of the services	20 %
6	Experience and track record in delivering projects of a similar nature	30 %
	Total	100 %

The technical score is calculated as weighted average of the individual criteria scores multiplied by the corresponding weights above i.e.

$$S = \sum_{i=1}^N w_i P_i$$

Where

N=6;

S is the total technical score of the Bidder

wi is the weight for i criterion

Pi is points (% marks) for i criterion

Understanding of the Project Requirements - 10%

The Bids will be scored by evaluating whether or not the Bidder demonstrates a thorough understanding of the project based on the quality and viability of the submitted Bid. Other criteria considered in this area will be whether or not the Bidder has grasped pertinent issues, identified potential problem areas, understands the deliverables, and understands and accepts TRC's terms and conditions and schedule requirements. A demonstrable lack of understanding of the project could cause the Bid to be eliminated during the early review process.

Clarity in the description of the services to be performed and the deliverables to be provided - 10%

An evaluation will be undertaken of the extent to which the Bidder has clearly and succinctly described the services to be provided, the methodology to be adopted in order to deliver the services and the deliverables to be provided to TRC.

Project Organisation - 10%

An evaluation of how the Bidder has organised the project, will be used to score the Bids.

Proposed Project Plan and Timescale - 20%

The Bids will be scored by evaluating the credibility of the proposed project plan and timescale. The Bid must outline how the Bidder will fulfil the Contract by providing details of:

- The formal project management methodologies that will be used by the Consultant
- A realistic project plan with identified milestones and deliverables
- A comprehensive project organisation structure
- Procedures and methods used for project communications, risk management.

Presence in Jordan during the delivery of the services - 20%

TRC considers that presence in Jordan and the development of a close working relationship between TRC and the Consultant is an important aspect of the project. The Bidder who proposes the highest presence in Jordan⁸ will be give the maximum number of points and the bidder who proposes the

⁸ In this context "the highest presence in Jordan" will be measured by the number of actual days the Consultant commits to spend in Jordan and not the percentage of overall days. For instance if Bidder A proposes 100 days in Jordan and 100 home days, and Bidder B proposes 110 days in Jordan and 140 home days, Bidder B would be considered as providing the highest presence in Jordan. In the event that two or more bidders specify the same number of days in Jordan then those Bidders will receive an equal percentage point score.

lowest presence in Jordan will be given five (5) percentage points. The remaining bidders will be given a proportional score between 5 and 15.

Experience and track record in delivering projects of a similar nature – 30%

This category holds the highest individual score weighting. The Bidder must set out full details of its experience and track record in this regard. The Bid must demonstrate and document the relevant expertise, education, availability and experience of the proposed personnel to be assigned and available to work on this project. Specifically, the Bid must demonstrate how the Bidder's past performance can contribute to the success of this project by including:

- Personnel with a demonstrated understanding of the regulatory challenges facing TRC
- Written references from previous clients.

Any bid that doesn't include a track record of at least two previous similar assignments will be disqualified.

Threshold for Bids of acceptable Quality

The Technical Offers receiving a total technical score of less than **eighty-five (85)** percentage points will be deemed to be of insufficient quality and shall be disqualified.

Technical Offers receiving a technical score of **eighty-five (85)** or above will be deemed to be of sufficient quality and the Bid will be considered as valid.

The Evaluation Committee will submit a detailed evaluation report, including a Bidder shortlist based on the above criteria, to the Tender Committee for review and approval.

28. Financial Offer Evaluation

The Financial Offers of the Bids for which the Tenders Committee determined the associated Technical Offer to be of sufficient quality and thus still valid will be opened at a time and date set by TRC and communicated to all Bidders. The Bidder or his authorised representative may attend the opening of the Financial Offers.

The Chairman of the Tenders Committee will announce the name of each Bidder and the total price computed by the Bidder and stated as the maximum contract value on the Price Schedules for Services (See Section H), will be read aloud and recorded by the secretary to the Tenders Committee. The Financial Offers opening session will be closed when all bids have been read aloud and the maximum Contract Price recorded.

The Tenders Committee will evaluate the financial score of the technically qualified bidders in accordance with the following process:

The Bidder who proposes the lowest Financial Offer will be given the maximum number of points (100%) and the bidder who proposes the highest

Financial Offer will be given (60%). The remaining bidders will be given a proportional score between 60% and 100%.

29. Awarding the Contract

The Tenders Committee will give weight of (80%) to the technical offer and (20%) to the financial offer. The total score of each qualified bidder will be the sum of his weighted technical and financial scores. The contract will be granted to the bidder who has the highest total score.

In cases of tie, the Tenders Committee will act as following:

- A. In circumstances where two or more Bidders have the same Total Score the Contract will be awarded to the Bidder, which has the highest Technical Score of that class.
- B. In circumstances of a further tie, that is to say that two or more Bidders have identical Total Score and identical Technical Scores, the successful Bidder will be determined at the discretion of the TRC.

30. Right to Accept Any Bid / Reject Any or All Bids

TRC reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for that action.

31. Bidder Notification of Selection

TRC will issue a written notice of selection to the successful Bidder. The notice shall include an invitation to sign the Contract and to submit the Performance Guarantee Bond. Following contract signature with the successful Bidder, TRC will then promptly notify unsuccessful Bidders of the outcome of the evaluation by sending written Notification ("Notification") and discharge their Bid Guarantee Bonds.

32. Verbal Agreements

No conversations or verbal agreements with any official, agent, consultant, or employee of TRC shall affect or modify any terms of these Tender Documents. Only the definitive Contract that results from these Tender Documents process is binding. Verbal communications from TRC to Bidders shall not be considered binding on TRC, nor shall any written materials provided by any person other than TRC's designated contact.

33. Appeals

An interested party may object to the award of a contract or the proposed award of a contract. An interested party is defined as "an actual Bidder

whose economic interest might be affected substantially and directly by the award of a contract, or the failure to award a contract."

If a Bidder wishes to object to the proposed award of a contract, it must do so, in writing, within the time-table set out in the Tender Schedule. In some exceptional cases, the Tenders Committee may shorten the period for objection to a minimum period of not less than (48) forty-eight hours. The period for objections will be clearly stated in the Notification.

Only those entities that have submitted a Bid are entitled to object to the contract award. Notices of objection must include the following information:

- The name, address, and telephone number of the entity filing the objection
- The signature of the Bidder or the Bidder's representative
- A detailed statement of the grounds for the objection including legal rationale and copies of supporting documents
- The form of relief requested

An objection filed in text only format by email, telex, or telegram will not be accepted as it does not contain a signature. Fax copies containing a signature or scans of documents containing signatures and submitted by email are acceptable. TRC will issue a written response to the protest within ten (10) working days from the expiry date of the objection period stated above. The response will set out TRC's decision and contain the basis of the decision. A copy of the decision will be furnished to the protester by email, certified mail, fax, or another method that provides evidence of receipt.

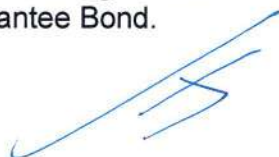
34. Signing the Contract

Immediately after the end of the Appeal period, TRC will send the successful Bidder the Contract Form provided in Section J of the Tender Documents and all agreements between the parties.

Within the timetable specified in the Tender Schedule, the successful Bidder shall sign the Contract and return it to TRC, attached with the letter of authorization (Power of attorney) of the signatory.

Alternatively, the successful Bidder may prefer to sign the Contract simultaneously with TRC at TRC premises and to submit the Performance Guarantee Bond on the same occasion.

Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee Bond.



35. Performance Guarantee Bond

Prior to or simultaneous with the signing of the Contract, the successful Bidder shall furnish the Performance Guarantee Bond in the form of an unconditional bank guarantee issued by a bank located in Jordan, in a minimum value of ten percent (10%) of the awarding value (including sales tax and income tax withholding) as identified in the Financial Offer and in the form provided in Section K of the Tender Documents.

Failure to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee.

36. Stamp Fees

The successful Bidder shall, according to Jordanian law, pay the due Stamp fees equal to 0.6% of the total awarding value (including sales tax and income tax withholding) before signing the contract. These fees should be paid to TRC who will forward them to the Jordanian Ministry of Finance. A certificate of payment will be provided.

In case of the contract is signed without the due stamp and university fees being paid, fines will be applied, according to the Jordanian Law, and it shall be paid along with the mentioned stamp and university fees.

37. Commencement of Services

It is anticipated that the Consultant will commence the delivery of Services in accordance with the time-table set out in the Tender Schedule



SECTION E: GENERAL CONDITIONS

Definitions

Please refer to section (D-1)

Standards

2.1. The Services supplied under the Contract shall conform to generally accepted professional standards and the other standards mentioned in the Contract, the Tender Documents and/or the Bid as agreed upon.

Use of Contract Documents and Information

3.1. The Consultant shall not, without TRC's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawing, sample or information furnished by or on behalf of TRC, to any person other than a person employed by, or associated with, the Consultant in the performance of the Contract.

3.2. The Consultant shall not, without TRC's prior consent, make use of any document or information enumerated in 3.1 above except for the purpose of performing the Contract.

Performance Guarantee Bond

4.1. Within twenty (20) days after the Consultant's receipt of the Contract Form and prior to the signing of the Contract, the Consultant shall furnish the Performance Guarantee Bond in the form of an unconditional bank guarantee issued by a bank located in Jordan, in a minimum value of ten percent (10%) of the awarding value (including sales tax and income tax withholding) and in the form provided in Section K of the Tender Documents.

4.2. The Performance Guarantee Bond shall remain valid until such time as TRC has received and accepted the Services.

4.3. The proceeds of the Performance Guarantee Bond shall be payable to TRC as compensation for any loss resulting from the Consultant's failure to complete his obligations under the Contract.

4.4. The Performance Guarantee Bond shall be denominated in the currency of the Contract [Jordanian Dinars (JOD)].

4.5. The Performance Guarantee Bond shall be released within thirty (30) days from the date of TRC providing written acceptance of the Services.

Inspection and Tests

5.1. TRC shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract based on the Tender Documents.

Payment

6.1. The method of payment to be made to the Consultant under the Contract shall be as specified in the Special Conditions of Contract.

6.2. The Consultant's request(s) for payment shall be made in writing, accompanied by an invoice describing the Services performed, and upon fulfilment of the obligations stipulated in the Contract.

6.3. Payment will be made in the currency in which the Contract Price has been stated. The contract price can be expressed in Jordanian Dinars (JOD) only as set out in these Tender Documents.

Prices

7.1. Prices charged by the Consultant for Services performed under the Contract shall not, with the exception of any price adjustment authorized by the Special Conditions of Contract, vary from the Contract Price.

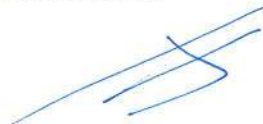
7.2. All Subtotal and Grand total prices shall be quoted in figures and words

Contract Amendments

8.1. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Assignment

9.1. The Consultant shall not assign, in whole or in part, his obligation to perform under the Contract, except with TRC's prior written consent.



Subcontracts

10.1. The Consultant shall notify TRC in writing of all subcontracts awarded under the Contract if not already specified in his Bid. Such notification, in the original Bid or later, shall not relieve the Consultant from any liability or obligation under the Contract. In all cases, subcontracting is limited to 25% of the Contract Price.

Delay in the Consultant's Performance

11.1. Delivery of the Services shall be made by the Consultant in accordance with the delivery period specified in the Contract as stipulated in the Bid.

11.2. An unauthorised delay by the Consultant in the delivery shall render the Consultant liable to imposition of liquidated damages and delay penalties.

11.3. If at any time during the performance of the Contract, the Consultant encounters conditions impeding timely delivery of the Services; the Consultant shall promptly notify TRC in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Consultant's notice, TRC shall evaluate the situation and may extend the time schedule.

Penalties for Delay

12.1. If the Consultant fails to deliver any or all of the Services within the time period(s) specified in the Contract due to causes reasonably considered to be in the control of the Consultant, TRC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalties for delay, a sum not less than one-half percent (0.5%) of the price of the concerned task for each week of delay or any part thereof.

12.2. Imposing the penalty mentioned in the above Paragraph (12.1) shall not prevent the TRC from burdening the Supplier with the damages resulting from the delay in carrying out its obligation without the need of sending any notices in this regard

Termination for Default

13.1. TRC may, by written notice of default sent to the Consultant, terminate the Contract in whole or in part if:

- The Consultant fails to deliver any or all of the Services within the time period(s) specified in the Contract, or any extension granted by TRC;
- The Consultant fails to perform any other obligation(s) under the Contract.

Force Majeure

14.1. The Consultant shall not be liable for forfeiture of his performance guarantee, liquidated damages or termination for default, if his delay in performance or other failure to perform his obligations under the Contract is the result of an event of Force Majeure.

14.2. For purposes of this sub-Section, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence and not

foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight restrictions.

14.3. If a condition Force Majeure arises, the Consultant shall promptly notify TRC in writing of such condition and the cause thereof. Unless otherwise directed by TRC in writing, the Consultant shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Termination for Insolvency

15.1. TRC may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent.

Resolution of Disputes

16.1. TRC and the Consultant shall make every effort to resolve amicably by negotiations any disagreement or dispute arising between them under or in connection with the Contract.

16.2. If after thirty (30) days from the commencement of such negotiations, TRC and the Consultant have been unable to resolve amicably a Contract dispute; either party may present this dispute to Court. The Amman Court of First Instance shall have jurisdiction to hear disputes under or in connection with the Contract.

Applicable Law

17.1. The Contract shall be governed by and interpreted in accordance with the laws of the Hashemite Kingdom of Jordan.

Notices

18.1. Any notice given by one party to the other pursuant to the Contract shall be sent in writing. The address for notices is as stated in the Special Conditions of Contract.

Taxes and Duties

19.1 The Consultant shall be entirely responsible for all taxes, fees and duties imposed on the supplied Services. Sixteen percent (16%) sales tax shall be included in the total Contract Price. Payments made to the supplier shall be subject to a withholding of sales tax from each payment.

19.2 In addition, payments made to a foreign Consultant shall be subject to a withholding of income tax from each payment in an amount representing seven percent (7%) of the total payment excluding the sales tax. The withheld amounts shall be forwarded to the Jordanian income tax authorities.

Coming into Force

20.1. The Contract comes into force and takes effect on the date of signature.



SECTION F:SPECIALS CONDITIONS

The following Special Conditions shall supplement the General Conditions. In the event of any conflict between any provision in the General Conditions and the Special Conditions, the provisions herein shall prevail over those in the General Conditions.

1. Approval of Deliverables

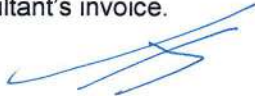
- 1.1. No deliverable made under the Contract will be considered to be approved until approved in writing by TRC.
- 1.2. All deliverables provided under the Contract will be subject to review by TRC for a period of (30) thirty days. At the end of the thirty-day period or at any time during the period TRC may provide its approval of the deliverable; or TRC may provide comments and feedback to the Consultant regarding the deliverable. In the event that TRC does not respond within the thirty-day period, the deliverable will be considered as approved
- 1.3. Should a deliverable be returned with comments and feedback, the Consultant will within a period of twenty (20) days rework the deliverable in accordance with the comments and feedback of TRC. The revised deliverable will be provided to TRC for further review and approval and the provisions of clauses 1.2 and 1.3 will be applied mutatis mutandis where TRC has a period of fifteen (15) days to approve the revised deliverable or provide comments and feedback and the Consultant has a period of ten (10) days to rework the deliverable in accordance with TRC's comments and feedback.

2. Invoice Schedule

- 2.1 The Consultant will submit invoices at three-monthly periods to cover the approved work performed by the Consultant during the three-monthly period. The Consultant's invoice will be accompanied by a report setting out the number of man-days worked by each team member and the location in which the work was performed, identification of the task(s) on which the team member was working, and details of the results achieved. The report shall also include details of the status of the budget for each task to include the number of days used and the number of days unused.
- 2.2 The Consultant's invoice will contain clear details of the Bank Account into which TRC will pay the funds necessary to settle the Consultant's invoice.

3. Payment Terms

- 3.1 TRC will settle the Consultant's invoice within thirty (30) days of the proper receipt of the Consultant's invoice.



4. Addresses for Notices

4.1 To be completed during contract negotiations.

5. Primary Personnel

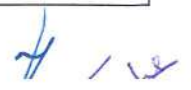
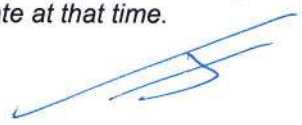
5.1 The primary personnel and first point of contact for any matter relating to the delivery of the Services shall be:

For TRC	For the Consultant
<i>To be completed during contract negotiations</i>	<i>To be completed during contract negotiations</i>

6. Additional Special Conditions

Invitees are required to propose further special conditions of contract as the Invitee see fit and appropriate

Note: TRC reserves the right to negotiate further Special Conditions of Contract with the successful Invitee and TRC is under no obligation whatsoever to accept any of the Invitee's proposed Special Conditions of Contract in full or in part. During such negotiations, TRC reserves the right to propose for negotiation additional Special Conditions as may be deemed appropriate at that time.



SECTION G: STATEMENT OF COMPLIANCE

[Letterhead of Bidder]

[<<insert date>>]

Telecommunications Regulatory Commission
Amman, Jordan

Attention: CEO

Dear Sir,

Re: Tender No., dated dd mm yyyy
Statement of Compliance

This is the Statement of Compliance submitted by **[insert name of Bidder]** as part of his Bid filed on [<<insert date>>] in response to the above referenced Tender.

The undersigned, being the Authorized Signatory(s) of the Bidder, hereby confirm, acknowledge and agree as follows:

1. Except as clearly specified in Table A attached to this Statement of Compliance, the Bid is complete and complies in all respects with the requirements of the Tender.
2. All of the information set forth in the Bid is true and correct and the Bid does not contain any misrepresentation of any fact and does not omit to state any fact necessary to make any statement made therein not misleading.
3. Except as clearly specified in Table A attached to this Statement of Compliance, the Bidder:
 - (i) has complied with all of the requirements set forth in the Tender Documents to have been complied with prior to the submission of the Bid;
 - (ii) is in a position to sign the Contract and to perform and comply with all of the conditions of the Contract and other obligations; and
 - (iii) agrees to sign the Contract if his Bid is selected pursuant to Tender Documents [Tender name and No.].
4. Each of the undersigned has read and understands the Tender Documents and agrees to be bound by and to comply with all of the terms, requirements and procedures set forth therein.
5. None of the undersigned is aware of any facts which could form the basis for the disqualification of the Bid.

Yours sincerely,

[Name of Bidder]
By:

[Name]
By:

Authorized Signatory

Authorized Signatory

Table A
Attached to
Statement of Compliance of *[Name of Bidder]*

[illegible]

SECTION H: BID FORM AND PRICE SCHEDULE

[Letterhead of Bidder]

Bid Form and Price Schedule

Date:

Tender No:

To: The Chairman and CEO
The Telecommunications Regulatory Commission
Sharif Abdul-Hamid Sharaf Street,
Amman,
Jordan.

Dear Sir,

Having examined the above referenced Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Services as defined in the Tender Documents and in conformity with the said Tender Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Services in accordance with the project plan as specified in our Technical Offer.

If our Bid is accepted, we will obtain the guarantee of a bank located in Jordan in a sum equivalent to ten percent (10%) of the Contract Price (including sales tax and income tax withholding) for the due performance of the Contract.

We agree to abide by this Bid for the period of validity of one hundred and twenty (120) days following, which date is the deadline for submission of Bids as set out in the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

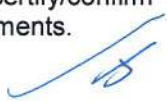
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to Contract execution if we are awarded the Contract, are listed below:

Name and address of agent	Amount and currency	Purpose of commission or gratuity
(if none, state "none")		

Until a formal Contract is prepared and executed, this Bid, together with the Tender Documents and your written acceptance of this Bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest priced Bid or any Bid you may receive.

We certify/confirm that we comply with all requirements/conditions of the Tender Documents.



[The following text is to be included in the case of a Joint Bid (Consortium)]

This Bid is submitted jointly by the following Parties: [name of Party 1] of [country], [name of Party 2] of [country], and [name of Party n] of [country]. The Consortium Leader is We understand that, if awarded the Contract, each of the foregoing Parties will have an equal standing towards TRC in executing the Contract and the Parties will have joint and several liability towards TRC for the performance of the Contract as a whole.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of



[Letterhead of Bidder]

**Price Schedule for Services for the Completion of the
Tasks as set in Section C– Terms of Reference**

Name of Bidder _____ Page ____ of ____

1	2	3	4	5	6	7
Item	Description	Unit (Days) Targeted/task	Unit price without Tax (JOD)	Unit price with Tax (JOD)	Total price for item without Tax (JOD)	Total price for item with Tax (JOD)

SECTION I: BID GUARANTEE BOND FORM

[Letterhead of Bank]

BID GUARANTEE BOND FORM

Bank name :

Branch:

Messrs. Telecommunications Regulatory Commission

Date:

Due date:

Guarantee no:

The bank.....branch.....hereby
guarantees Messrs bidder () in an amount
of up to () JD.....
valid up to For entering the tender no (/) regarding the
procurement of
.....

The bank undertakes to extend the validity of the guarantee to cover the period of the
offer validity and to pay the guarantee value to you or any part thereof at the first
written demand. This guarantee is not subject to cancellation during its validity unless
Telecommunications Regulatory Commission releases it by virtue of a formal letter.

[signature of the bank]

SECTION J: CONTRACT FORM

CONTRACT FORM

This AGREEMENT made on [dd mm yyyy] between the Telecommunications Regulatory Commission (hereinafter referred as "TRC") of the one part and(Name of the Consultant of(Country of the Consultant).....(hereinafter referred as "the Consultant")of the other part:

WHEREAS TRC is desirous that the following Services should be provided by the Consultant:

(Brief Description of Services)

.....
.....
.....
and has accepted the Bid of the Consultant for the supply of those Services in the sum of(hereinafter "the Contract Price")
(Contract Price)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


- 1 In this Agreement words and expressions shall have the same meanings as assigned to them in the Tender Documents.
- 2 The following documents in relation to TRC Tender.....shall be deemed to form and be read and construed as an integral part of this Agreement:
(One) The Bid Form and Price Schedule submitted by the Consultant
(Two) The Terms of Reference
(Three) The Consultant's Technical Offer
(Four) The Special Conditions of Contract
(Five) The General Conditions of Contract
(Six) The Notification of Award
- 3 In consideration of the payments to be made by TRC to the Consultant, the Consultant hereby covenants with TRC to provide the Services in conformity in all respect with the provisions of the Contract.
- 4 TRC hereby covenants to pay the Consultant, in consideration of the provision of the Services, 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 Supplier, according to Jordanian law, shall pay the due Stamp fees equal to 0.6% and University fees equal to 0.1% of the Contract Price (including sales tax and income tax withholding).

The parties hereto have caused this Agreement to be executed in accordance with the Jordanian law the day and year first above written, and it is hereby under the jurisdiction of Amman Court of First Instance.

For TRC:
Name:
Title:
Signature:

For the Consultant:
Name:
Title:
Signature:

SECTION K: PERFORMANCE GUARANTEE BOND FORM



[Letterhead of Bank]

PERFORMANCE GUARANTEE BOND FORM

Bank name:

Branch:.....

Messrs. Telecommunications Regulatory Commission

Date:

Due date:

Guarantee no:

The bank.....branch.....

hereby guarantees Messrs contractor () in an amount up to ()
JD.....

. Valid up to

For the performance of awarding decision no (/) regarding the procurement of

This guarantee is unconditioned, irrevocable and valid up to

The bank undertakes to extend the validity of the guarantee to cover the period of the offer validity and to pay the guarantee value to you or any part thereof at the first written demand. This guarantee is not subject to cancellation during its validity except with a formal letter from Telecommunications Regulatory Commission.

In case of the bank default to extend the validity of this guarantee or pay any part thereof to Telecommunications Regulatory Commission when demanded in written, the bank authorizes his Excellency the governor of Central Bank of Jordan upon the written demand of Chief Executive Officer of Telecommunications Regulatory Commission, to debit the value of which on the bank current account at the Central Bank of Jordan and to transfer it to the account of Telecommunications Regulatory Commission.

