

SECTION 4 FORMS

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LETTER OF TENDER

NAME OF CONTRACT: Supply and Turnkey installation of a solar PV grid connected plant at Azraq (Jordan).

Contract Number

TO: Ministry of Energy and Mineral Resources:

.....

Amman

Jordan

Telefax: 00 +(962)

We have examined the Conditions of Contract, Employer’s Requirements, Schedules, the attached Appendix and Addenda No for the above-named Works.

We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein a PV plant, in conformity with this Tender which includes all these documents and the enclosed Proposal.

We agree to abide by this Tender until and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security (Bond), commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion. We guarantee that the Works will then conform with the Schedule of Guarantees.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the highest or any tender you may receive.

Signature _____ in the capacity of _____.

duly authorized to sign tenders for and on behalf of _____

Address: _____

—

Date: _____

APPENDIX TO TENDER

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted].

<u>Item</u>	<u>Sub-clause</u>	<u>Entry</u>
Employer's name and address	1.1.2.2 & 1.3	Ministry of Energy and Mineral Resources Address: Swifieh, 7th Circle, Zahran Street P.O. Box 140027, Amman 11814, Jordan Telephone: 962-6-5828971 Fax: 962-6- 5821398 Email: generals@memr.gov.jo
Contractor's name and address	1.1.2.3 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	Employers Representative
Time for Completion of the Works	1.1.3.3	7 months, Works Execution.
Defects Notification Period	1.1.3.7	24 calendar months
Electronic transmission systems	1.3	Facsimile
Governing Law	1.4	Jordan
Ruling language	1.4	English
Time for access to the Site	2.1	Access is available to suit Tender requirements
Amount of Performance Security	4.2	10 % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	30 days
Normal working hours	6.5	7:00 – 17:00 Hours Sunday to Thursday

Delay damages for the Works	8.7&14.15(b)	JD (1,150) per day.
Maximum amount of Delay damages	8.7	15% of the final Contract Price.
Percentage for adjustment of Provisional Sums	13.5(b)	Not Applicable.
Total advance payment	14.1	10% of the total contract value of the Accepted Contract Amount.
Number and timing of instalments	14.2	Single payment on receipt of Advance Payment Guarantee.
Plant and Materials for payment when delivered to the Site	14.5	Not Applicable.

Initials of signatory of Tender _____

FORM OF TENDER SECURITY

Beneficiary:

Date:

[Insert date of issue]

BID GUARANTEE No.:

[Insert guarantee reference number]

[Insert guarantee

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[Insert name and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its bid (hereinafter called “the Bid”) for the execution of *[Insert project, object of the contract/brief description of the works]* under Bid No. *[Insert]*

Waiving all objections and defenses, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Bidder’s Letters of Bid (the Bid validity period”); or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid validity period, (i) has failed to sign the Contract Agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s Bidding Documents.

This guarantee shall expire not later than *[Insert expiry date]*. 180 days from the bid submission date

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

Place, date

Guarantor’s authorized
signature(s)

DRAFT FORM OF CONTRACT AGREEMENT

This Agreement made the _____ day of _____
20_____

Between MEMR Amman, Jordan (hereinafter called the "Employer") and
_____ (hereinafter called
the "Contractor").

Whereas the Employer requires that certain Works should be provided and executed, by the Contractor, namely:

Contract Number

and has accepted a Tender by the Contractor for the provision and execution of a PV plant of MWp (hereinafter called the "Contract Power") in the sum of XX.XX Million JD (hereinafter called the "Contract Price").

Now it is agreed as follows:

1. In this Agreement words and expressions shall have the meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form this Agreement, prevalence order shall be as follows:
 - I. CONTRACT AGREEMENT
 - II. CONDITIONS OF CONTRACT
 - III. POWER SCHEDULE A
 - IV. TECHNICAL SPECIFICATIONS as per Tender documents – Grid connected photovoltaic solar plant at Azraq (Jordan) – Volume 2
 - V. NOTIFICATION OF AWARD
 - VI. TENDER DOCUMENTS AND ANY AMENDMENTS to Tender
 - VII. CONTRACTOR'S PROPOSAL
 - VIII. MINUTES OF CLARIFICATION AND CONTRACT NEGOTIATIONS
3. The Contractor shall provide execute and complete the Works and remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer shall pay the Contractor in consideration of the provision execution and completion of the Works and the remedying of defect therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the

times and in the manner prescribed by the Contract.

5. The parties have entered into this Agreement in accordance with their respective laws on the date hereof.

SIGNED, SEALED AND DELIVERED BY:

For and on behalf of the Contractor

in the presence of: -

SIGNED, SEALED AND DELIVERED BY: -

For and on behalf of the MEMR

in the presence of: -

PERFORMANCE SECURITY

NO.

(The Performance Security is required to remain in force until the end of the Defect Liability period and until a Final Certificate (Performance Certificate) is issued.

To: Ministry of Energy and Mineral Resources

Building 7, Zahran Street, As-Suwayfiyya Area

AMMAN - JORDAN.

P.O.Box: 140027

Name of Contract: Tender No. Supply and Turnkey installation of a solar PV grid connected plant at Azraq (Jordan)

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

Name and Address), We

(the Local Bank) issue in your favour our irrevocable and unconditional performance bond No. _____ In the amount of (_____)

(in words)

in this connection we

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

This bond will expire on

BANK (LOCAL BANK)

ADVANCE PAYMENT GUARANTEE

To M/S

We, (Bank name)

....., has guaranteed by a Financial Guarantee (ContractorName)....., for an amount of as an Mobilization Advance Payment Guarantee for the contract:.....Tender no. (.....)

in accordance with the Contract Conditions to ensure the obligation of the Contract or for payment of the Mobilization Advance Payment in accordance with the conditions of the Contract.

Provided that the Guarantee is rendered by us as operative, we undertake to pay the amount(s) claimed up to the aggregate amount ofupon receipt of your first written demand duly signed by your authorized signatory. Such signature(s) must be verified by any local bank, stating that the contractor has failed to execute the Contract Agreement in accordance with the Contract.

This Guarantee is not operative at present. It will become operative by means of amendment. Such amendment will be issued by (Bank name)....., only after receipt by the applicant in specific written instructions stating that the Mobilization Advance Payment of (amount).....credited to guaranteed account and after the Guarantee becomes operative it shall remain valid until (date).....The total amount of our present Guarantee shall be reduced by any payment effected by our bank hereunder further to your claim(s) under this Guarantee, if any. Any claim under this Guarantee must not be presented to us before rendering the Guarantee as operative. This Guarantee shall become null and void after its expiry date or upon the fulfillment of our undertaking whichever may occur first. It is understood that any claim received by us after the date of expiry shall not be considered irrespective whether or not this Guarantee has been returned to us.

Yours Faithfully

FORM OF DECLARATION FOR PROHIBITED PAYMENTS *

(i) We, the undersigned, -----

declare that we have read and comprehended the provisions under Item 11.3 Attachment 8 of the Instructions for Tenderers related to this contract and in compliance with this clause; we enclose a declaration properly signed and sealed representing and warranting to The Employer that no direct or indirect commissions, consulting fees, agent fees, Tender fees or other payments, and no inducements or the giving of anything of value (collectively referred to as "Prohibited Payments"), have been made or promised to be made, directly or indirectly, by or on behalf of the Contractor, its sub-Contractor and its or their Employees, agents or representatives, to The Employer, including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made, directly or indirectly, by or on behalf, of Contractor, its sub-Contracts and its or their employees, agents or representatives, to any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer in connection with the amendment, modification, renewal, extension or performance of this Contract.

Tenderers Name

Name of authorized signatory

Signature

Seal

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

FORM OF DECLARATION FOR OTHER PAYMENTS *

(i) We, the undersigned, -----

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declare that we have read and comprehended the provisions under Item 11.3 Attachment 9 of the Instructions for Tenderers related to this contract and in compliance with this sub-clause; we enclose a declaration properly signed and sealed disclosing any and all direct or indirect commissions, consulting fees, agent fees, tender fees or other payments, or inducements or the giving of anything of value (collectively referred to as “Other Payments”) to third parties other than any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors, and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) hereby covenants and agrees promptly to disclose to The Employer in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of Contractor making or being obligated to make, any such Third Party Payments.

Contractor’s Name

Name of authorized signatory

Signature

Seal -----

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

FORM OF FINANCIAL STANDING

Tenderer will provide financial information of the company about the last 3 fiscal years in the following format:

(JOD/EURO/USD)	2015	2016	2017
1.TOTAL ASSETS			
2.TOTAL LIABILITIES			
NET VALUE (1-2)			

FORM OF JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT

It is agreed on this day of between :

..... Represented by Mr.....

.....Represented by Mr.....

1-To form a joint - venture to execute the works specified in the Contract of the Tender No. (/) related toWhich was signed or to be signed with the Employer.

2-All parties of the J/V shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract. And they are jointly and severally responsible for all works related to project mentioned above and the contract pertaining thereto. Should one party fails or delay to perform its obligation either partially or totally it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same standards specified by the contract.

3-The parties to the J/V nominate..... as leader of the J/V. Any correspondence between the Employer and the parties to the J/V shall be addressed to such leader

4-The parties of the J/V nominate Mr..... as a representative of the leader and he is authorized to sign on behalf of the J/V all documents and contracts related to project mentioned above, and to represent the J/V before all competent courts, official bodies and non-official bodies in all contractual ,administrative, financial and legal issues related to project mentioned above and the contract pertaining thereto.

5-The parties to the J/V have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over by issuing the Performance Certificate by the employer as per the terms and conditions of taking over specified in the Tender/ Contract documents.

	First Party	Second Party
Signature of the authorized person
Seal		

Notary public certification

SECTION 5 SUMMARY OF PRICES

5.1 Unitary prices

The Tenderer must supply the unitary costs of main components of the PV plant, , according the following table:

Component	Unit	Unitary cost (in JD)
PV Modules		
Inverters		
Cables		
Structures		

5.2 Overall summary of prices for definite work

The Tenderer must supply the overall summary of prices for definite work, including civil works, according the following table. Observe that the total budget must be the total amount of the contract.

1	Civil Works			
	Item	Unitary cost (JD)	Units	Total cost (JD)
	Subtotal			
2	Mechanical Works			
	Item	Unitary cost (JD)	Units	Total cost (JD)

	Subtotal			
3	Electrical Works			
	Item	Unitary cost (JD)	Units	Total cost (JD)
	Subtotal			
4	SCADA			
	Item	Unitary cost (JD)	Units	Total cost (JD)
	Subtotal			
5	O&M			
	Item	Unitary cost (JD)	Units	Total cost (JD)
	Subtotal			
6	Logistics			
	Item	Unitary cost (JD)	Units	Total cost (JD)
	Subtotal			
Total				

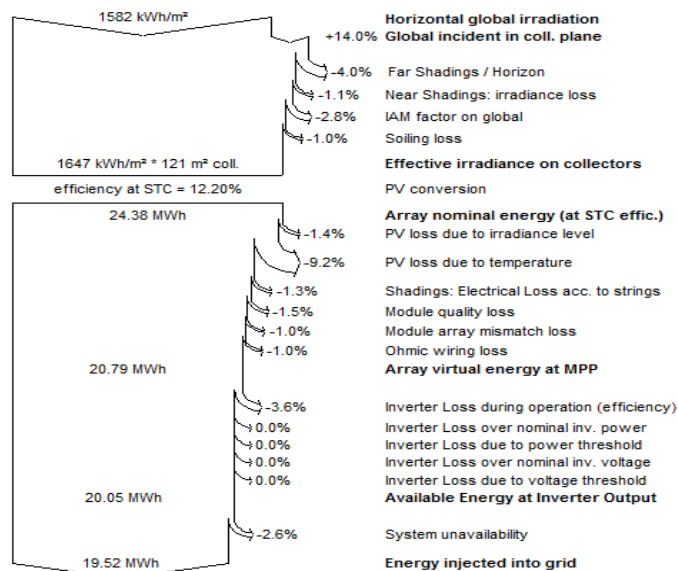
SECTION 6 SCHEDULES

6.1 SCHEDULE A: Tender Energy Production/Power

[Please note that this form is part of the financial envelope and it shall NOT be included in the technical envelope, the PV Syst results shall NOT be included in the technical envelope as well]

The tenderer must supply a full study of Annual Energy Production Estimation. Calculations of the study shall be performed through **PV-SYS** based on the Bidder’s Technical Proposal and inputs provided along with these tendering documents.(Annex 4_Volume 2- Solar Radiation, AZRAQ Soil Report, Location of the PV Plant drawing)

Tenderer Annual Energy Production Estimation shall include the complete study, including assumptions, hypothesis, calculations and the Loss diagram over the whole year (i.e.).



Tenderer shall also submit soft copy from the required files for running their **PV Syst. Model.**

The Tenderer must supply a Tender Power Schedule duly signed and stamped according to the following table:

Total Nominal Peak Power (MWp)	
Total Annual Energy Production Estimation injected to the grid.	

(Company Stamp)

Signature of Authorized Person

6.2 *SCHEDULE B: Time schedule*

The Tenderer must supply a time schedule complying the completion time given in the appendix to tender. The Tenderer can follow the following format or similar, where main milestones must be indicated:

Work	Month														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

6.3 *SCHEDULE C: Technical schedule of the PV plant*

The Tenderer must supply all the necessary schedules, diagrams and drawings describing in detail the PV plant layout. The Tenderer must include at least the basic electrical layout of the PV plant (see figure 1 of the Technical Specifications), the alternative for the set PV generator – inverter (see figure 2 of the Technical Specifications), the alternative for LV/MV transformers (see figure 3 of the Technical Specifications), and the characteristics and layout of the Civil Works.

The Tenderer must include the data sheet of the components of the PV plant.

6.4 *SCHEDULE D: Minor departures from the Technical Specifications*

The Tenderer must supply a Minor Departures Schedule according the following table:

Specification number	Deviation	If deviation can be withdrawn or not. If the deviation can be withdrawn then Price (in JD for withdrawal of the deviation