Article 1:
This Regulation is entitled “Public Private Partnership Regulation” and shall take effect from the date of its publication in the Official Gazette.

Article 2:
A- The following words and phrases, wherever they occur in this Regulation, shall carry the meanings assigned to them hereunder unless the context indicates otherwise:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law</td>
<td>Public Private Partnership Law.</td>
</tr>
<tr>
<td>Partnership Project</td>
<td>The activity which aims to provide a public service that is of economic, social or service importance or improves a public service by reducing its costs or improving its efficiency; provided that the risks and opportunities are shared between the public and private partners.</td>
</tr>
<tr>
<td>Value for Money</td>
<td>The private partner realizes an additional economic return for the contracting authority throughout the standardized project cycle, in terms of cost and price, quality and risk transfer, or a combination of any of them in accordance with the contract.</td>
</tr>
<tr>
<td>Ability to Bear Costs</td>
<td>Capability of the contracting authority to meet its financial obligations in the partnership project from its budget allocations and the ability of the end user to pay the tariffs or prices of the services offered by the partnership project.</td>
</tr>
<tr>
<td>Feasibility Study</td>
<td>The analytical study prepared by the contracting authority addressing the institutional, legal, technical, environmental, social, economic, financial, and other aspects of the proposed partnership project during the project’s standardized cycle. The study should also identify the need for government support to guarantee the sustainability and continuity of the project and clarify the realization of value for money, the ability to bear costs, risk analysis and diversification, and any other requirements based on the nature of the project.</td>
</tr>
<tr>
<td>Standardized Project Cycle</td>
<td>All the phases of implementation of the partnership project shown in Article (5) of this Regulation.</td>
</tr>
<tr>
<td>Steering Committee or Technical Committee</td>
<td>Committee formed pursuant to the provisions of Paragraph (L) of Article (9) of the Law.</td>
</tr>
<tr>
<td>Tender Documents</td>
<td>All the documents relating to the Partnership</td>
</tr>
</tbody>
</table>
Project Tender referred to in Article (19) of this Regulation which are prepared by the Technical Committee and distributed by the contracting authority within the framework of the invitation to bidding.

Project Advisor: Natural or judicial person appointed by the contracting authority in accordance with the provisions of Paragraph (c) of Article (9) and Paragraph (b) of Article (18) of the Law, with a view to providing financial, technical and legal advisory services relating to the partnership project, and assisting the contracting authority in preparing the tender documents, the procedures for placing the tender, and any other matters required by the contracting authority.

Expression of Interest Invitation: The announcement issued by the contracting authority on the partnership project to confirm the interest of the private sector in the project.

Pre-Qualification Invitation: The announcement issued by the contracting authority to provide information relating to the project, including the terms, procedures, and necessary technical and financial criteria for prequalifying the bidders.

Invitation to Tender: The announcement issued by the contracting authority including the invitation to pre-qualified bidders. It also includes the tender documents and a description of the project and the procedures for submitting bid proposals.

List of Approved Partnership Projects: List of public private partnership projects registered and approved by the Public Private Partnership Council.

Memorandum of Project Proposal: A summary report on the proposed partnership project which the contracting authority prepares in accordance with the template used by the Public Private Partnership Unit. It includes the information contained in Item (1) of Paragraph (a) of Article (5) of this Regulation, which has been submitted to the Council for purposes of obtaining approval.

Private Partner: The company comprised of local or foreign private capital or both, which makes a bid for the partnership project tender and in which the Government, directly or indirectly, does not own more than (25%) of its capital; or a consortium consisting of more than one private company where the Government does not own more than 25% of the capital of the said consortium.

Project Company: The company to be established by the Private Partner in accordance with the provisions of this Regulation to implement the partnership project.

Small Partnership Project: A project which has a capital less than the amount
designated by the Council pursuant to the provisions of Clause (3) of Paragraph (a) of Article (18) of the Law.

**Direct Proposal:**
The offer submitted by the private sector which is not based on a request from the contracting authority and in line with the terms stipulated in Paragraph (a) of Article (11) of the Law.

B- Wherever occurring in this Regulation, the definitions present in the Law shall be used unless the context indicates otherwise.

**Article 3:**
The Unit established in the Ministry in accordance with the provisions of Article (7) of the Law is regarded as the specialized and authorized unit concerning public private partnership projects in the Kingdom of Jordan, and shall perform the tasks delineated in the Law, and may, for purposes of accomplishing this, carry out the following measures:

- a) Work jointly with the concerned parties to identify technical criteria, establish guidelines which must be complied with by contracting authorities as relates to registering and evaluating projects, and placing tenders, to follow up on projects presented to the Council, build the capacity of the contracting parties and support them in managing the public private partnership contract, and monitor the contract’s execution after signing.

- b) Coordinate between the Council and the contracting authorities and oversee the implementation of resolutions and directives issued by the Council.

- c) Create a website for the Unit and update it regularly, provided that the following, in particular, is posted:
  1. List of approved projects.
  2. Information on partnership projects, including existing ones and those to be implemented in the future.
  3. Final and comprehensive reports relating to partnership projects accomplished in accordance with the provisions of Article (20) of the Law.

- d) Prepare general guidelines and approval forms and publish them published on the website of the Unit, which are able to be downloaded, with a view to guiding the contracting parties and assisting them with the procedures of registering and developing the partnership project, and the procedures of implementing the contract. Guidelines and forms shall include the following:
  1. Application for registering the partnership project to be completed by the contracting authority.
  2. A manual to identify the requirements and technical information relating to the preparation of the following:
      a. Partnership project proposal memorandum.
      b. Feasibility study and analysis of the costs and benefits of the partnership project.
      c. Sustainability report.
  3. Expression of interest invitation form.
  4. Prequalification invitation form.
  5. Invitation to bid form.
  6. Contract form for the partnership projects.
7- Evaluation and follow-up report forms subsequent to the signing of the contract.

8- Any other documents which the Council and Unit deem necessary for the implementation of the partnership project.

e) Create an electronic register and update it with a view to maintaining the documents of the partnership projects and to archive them during the standard project phases cycle, including the technical studies and evaluation standards; reports and minutes of meetings; resolutions and recommendations; advertisements and requests; invitations to express interest and prequalification; requests for proposals; correspondence and tender documents; partnership contracts and any amendments thereto; and complaints and grievances (provided that they are safely kept in accordance with applicable legislation and in a manner conforming with international standards pertaining to the confidentiality of those documents).

f) Prepare a form for the terms of reference for the project consultant and assist the contracting parties in the process of selecting it in accordance with the provisions of Paragraph (h) of Article (9) of the Law.

g) Review the regular and irregular reports of the contracting party which must be submitted to the Council and which are referred to in Clauses (18), (19), and (20) of Paragraph (b) of Article (7) of the Law.

h) Coordinate with relevant governmental entities, other than the contracting authorities, and the contracting authority prior to, and after signing the contract.

i) Hold training courses, seminars, and workshops for the purpose of creating awareness and promoting the partnership program between the public and private sectors with a view to building the capacity of governmental entities and the private sector according to best practices in this field.

j) Any other measures which the Council may task it with.

Article 4:

A- The contracting party after entering the partnership project specified in the approved partnership projects list shall recommend to the Council, pursuant to the provisions of Paragraph (l) of Article (9) of the Law, the formation of a steering committee or a technical committee to help to implement the partnership project.

B- The steering committee shall be formed in consultation with the Unit provided that it includes representatives of relevant governmental agencies and a committee chairman to be appointed by the contracting party. Members shall have the appropriate legal, financial, and technical experience, as well as other experience necessary for overseeing the implementation of the partnership project phases, in addition to a representative of the Unit and the project director.

C- The project officer (director) shall be chairman of the technical committee formed by the contracting party for purposes of assisting the steering committee in its tasks during the implementation phase the partnership project.

Article 5:

The cycle of standard phases of the project approved by the Council in accordance with the provisions of Clause (6) of Paragraph (a) of Article (6) of the Law, consists of the following phases:

A- Registration Phase
1- It is incumbent on the contracting party to prepare a partnership project proposal memorandum in accordance with the form prepared by the Unit, which contains the following data:
   a) A brief description of the partnership project.
   b) Quality of the expected service and its positive impact on the service user.
   c) Estimated overall costs of the partnership project.
   d) Compliance with needs, objectives, and national strategies.
   e) Results of previous experiences in presenting the partnership project, and in developing it, if applicable.
   f) Economic benefits of the partnership project.
   g) The extent of the interest of the private sector and its capability of implementing the partnership project.
   h) The possibility of transferring financial, technical, and operating risks to the private sector, while mitigating their impact.
   i) Ability to bear expenses.
   j) State whether the partnership project requires financial support from the Treasury in accordance with Article (10) of the Law in case sufficient information is available in this phase.
   k) Any other detail necessitated by the nature of the partnership project.

2- The contracting party shall submit to the Unit a registration application and the partnership project proposal memorandum for review and the Unit may, after receiving the application, request additional information from the contracting party.

3- The Unit shall submit the list of registration applications for the partnership project submitted by the contracting party to the Council after its review and state recommendations regarding the applications. The Council shall evaluate the priority of each partnership project for entry into the approved list of partnership projects, based on the recommendation of the Unit rooted in the evaluation standards which it establishes.

4- The Council may adopt the registration of the partnership program in the list of the approved partnership projects. The Unit shall in all cases notify the contracting party of the Council’s decision concerning the registration application.

B- Project Preparation Stage
   1- The contracting party, upon receiving the approval notice of the registration of the proposed partnership program in the list of the approved partnership projects, shall carry out the following:

   First: Appoint the project officer in accordance with the provisions of Paragraph (d) of Article (9) of the Law in coordination with the Unit to assume responsibility for representing the contracting party and the technical committee department and to communicate with the project consultant.

   Second: Appoint the project consultant in accordance with the provisions of Article (h) of Article (9) of the Law. This may occur any time after listing the partnership project within the approved list of partnership projects, with a view to providing consultative, financial, technical, and legal services necessary for the project.
2- It is incumbent upon the contracting party, in cooperation with the project consultant, to prepare a feasibility study for the proposed partnership project as well as a sustainability report and to submit them to the Unit.

3- If it becomes evident to the Unit that the proposed partnership project is not in need of financial support from the Treasury (after ascertaining the feasibility of the project, that it is able to support the costs, that it will achieve its return on capital, and other requirements stated in the Law and this Regulation), the Unit shall submit the sustainability report and any other reports to the Council in order to make the appropriate decision.

4- In case it becomes evident to the Unit that the proposed partnership project needs financial support from the Treasury (after ascertaining the feasibility of the project, that it is able to support the costs, that it will achieve its return on capital, and other requirements stated in the Law and this Regulation), the contracting party must comply with the procedures stated in Article (10) of the Law prior to the Unit submitting the sustainability report to the Council in order to make the appropriate decision.

C- Tender’s Invitation Stage
1- The Technical Committee is responsible for preparing the tender documents, with the assistance of the project consultant and the Unit, and shall submit them to the Steering Committee for review. The Technical Committee shall also submit them to the contracting party along with its recommendation for approval so as to distribute these documents to the applicants who are prequalified.

2- The contracting party shall comply with the invitation to tender procedures in accordance with the provisions of this Regulation.

3- The steering committee shall, on behalf of the contracting party, and with the assistance of the project consultant and the Unit, negotiate with the party with the best bid (proposal) on the terms of the contract in its final form as a prelude to submitting them to the Council along with the necessary recommendation, provided that the contract includes risk-apportionment in accordance with what is defined in the Sustainability Report.

4- The Council, on the recommendation of the contracting party and the Unit, shall issue the decision of approval of final award of the partnership project tender, adopt the winning bid, and approve the draft contract in its final form, provided that the Council’s decision includes authorization of the contracting party to sign the contract in the form that garnered approval.

D- Implementation of Contract Phase
1- The parties to the contract, after signing, shall embark on satisfying the precedent condition of the contract and to complete the Financial Closure of the partnership project.

2- The contracting party shall, with the assistance of the Unit, follow up on the private partner’s satisfying its contractual obligations and any amendments introduced to the contract, while giving due regard to Article (14) of the Law.

3- The specialized governmental monitoring quarter identified in the contract shall follow up on the contract parties satisfying their obligations and shall verify and monitor them.
4- Upon early completion of the contract, the partnership project will be given to the contracting party in accordance with the clauses of the contract.

**Article 6:**
The contracting party shall initiate, upon obtaining the approval of the Council, procedures of placing the Tender’s invitation in coordination with the Unit.

**Article 7:**
The contracting party, prior to commencing the process of placing the tender shall coordinate with the project consultant and the Unit insofar as preparing a brief document about the partnership project in Arabic and English. It must include the following information:

a) A general description of the partnership project, along with a mention of the technical, financial, and legal aspects and requirements, and the services that must be provided.

b) Description of the nature of the role of the private sector in the implementation of the partnership project.

c) The services and facilities that the contracting party will provide for purposes of the partnership project.

d) Findings of the sustainability report.

e) Mechanism of risk-apportionment.

f) Substantial obligations of the parties under the proposed partnership project contract.

g) Any other matter that the Unit deems necessary.

**Article 8:**

A- The brief documents shown in Article (7) of this Regulation shall be delivered to the Unit for purposes of review and adoption and the Unit shall determine whether there is need for announcement of the invitation to express interest.

B- In case it becomes evident to the Unit that there is a need for advertising the invitation to express interest, the contracting party shall post an announcement in both Arabic and English on the invitation to express interest in the two daily newspapers with the widest distribution and also on the website of both the contracting party and the Unit. It is permissible, when necessary, to post an advertisement in a foreign newspaper or in a publication outside the Kingdom of Jordan.

C- The contracting party shall coordinate with the Unit to define the contents of the advertisement inviting expression of interest and the information to be supplied by those interested.

D- Upon review of the responses to the invitation to express interest, the contracting party shall, in coordination with the Unit, determine the measures to be taken by the contracting party in order to ensure optimal responsiveness from the private sector.

E- In case it becomes evident to the Unit that there is no need for announcing an invitation to express interest, the procedures of placement of tender will proceed in accordance with the provisions of this Regulation.
Article 9:
The prequalification process will be open to all those interested, provided that it is not confined to those who replied in response to an “Expression of Interest invitation” pursuant to paragraphs (C), (D), and (E) of Article (8) of this Regulation.

Article 10:
A- The contracting party shall disseminate invitations for prequalification through advertisements, in Arabic and English, in the two local newspapers with the greatest distribution and on the website of the contracting party and the Unit. It is permissible, when necessary, to place an announcement in a foreign newspaper or in a publication outside the Kingdom of Jordan.
B- The announcement of the invitation for preliminary qualification must include the procedures for obtaining the prequalification documents and any other necessary information, whether through the contracting party directly or from its website.
C- The contracting party, with the approval of the Unit, is entitled to determine a financial remuneration in return for obtaining the prequalification documents provided that the method of collecting said remuneration is defined in the prequalification invitation.

Article 11:
A- In the prequalification invitation, the contracting party shall determine the standards of the qualification of the bidders and is entitled to request that they attach other data or illustrative documents to prove compliance with those standards.
B- The prequalification standards include the following:
   1- The technical capability to implement the partnership project, including any necessary qualifications or experiences related to the implementation of similar partnership projects, depending on the case.
   2- Financial solvency, including the ability to provide financing and capital if required by the partnership project, in addition to average annual revenues.
   3- Evidence that the company is a member of a consortium, in case the interested party is in the form of a consortium, and the suggested role of each consortium member in the partnership project.
   4- Any other standards demanded by the nature of the partnership project as per what the Unit deems suitable.

C- The contracting party shall submit the prequalification invitation advertisement to the Unit for review prior to announcing it.
D- Subject to the provisions of Article (10) of this Regulation, the invitation to partake in the procedures of prequalification, in addition to the standards of prequalification stated in Paragraph (b) of this Article, include the following:
   1- Brief description of the partnership project and the nature of the role required to be performed by the private sector.
   2- Procedures for receiving responses to the prequalification invitation and the deadline for receiving them at the specified location.

Article 12:
The Steering Committee shall oversee the prequalification procedures in coordination with the Unit.
Article 13:
The Technical Committee has the following duties and responsibilities:
A- Determine the suggested qualification standards for the prequalification process. This will be reviewed by the steering committee and submitted along with necessary recommendations to the contracting party for approval.
B- Prepare the invitation to prequalification and the list of documents to be reviewed by the Steering Committee and submit them along with necessary recommendations to the contracting party for approval.
C- Respond to inquiries of interested parties concerning prequalification.
D- Receive responses and register them in the prequalification invitation.
E- Review responses stated in the prequalification invitation in accordance with the specified qualification standards and prepare a report in this regard.

Article 14:
The prequalification documents include the following information:
A- Qualification standards stated in Article (11) of this Regulation.
B- Guidelines for submitting the technical and financial documents for prequalification and other supporting documents that the contracting party indicated in the prequalification invitation.
C- Any other information that the Unit deems necessary.

Article 15:
A- It is permissible for interested parties from the private sector to apply for the prequalification phases individually or in the form of a consortium of companies from the private sector.
B- In case of submission of the prequalification application by a consortium of companies, the consortium must appoint a representative in accordance with an official power of attorney to represent it.

Article 16:
A- The Technical Committee shall prepare a prequalification assessment report and submit it to the Steering Committee, provided that the report includes the committee recommendations, and a brief list of prequalified bidders. The Steering Committee shall review the report and submit it to the contracting party along with the necessary recommendation to obtain approval.
B- The contracting party shall review the report and define the list of prequalified bidders who will be notified by official registered mail or official electronic mail in reply to the invitation to prequalification.
C- The contracting party shall post the list of the prequalified bidders on its website and on the website of the Unit.
D- The contracting party shall notify the bidders who did not qualify (or were precluded) by official registered mail or official electronic mail in response to the prequalification invitation.
E- The decision of the contracting party to exclude the bidders or disqualify them shall be written and justified.

Article 17:
A- The contracting party shall, in coordination with the Unit, create a data room particular to the partnership project. The data room will enable prequalified bidders to access information and documents related to the partnership project and tender documents.
B- The contracting party shall provide prequalified bidders with the conditions of entry into the data room particular to the partnership project.

**Article 18:**
The Technical Committee shall prepare the tender documents for the partnership project in accordance with Clause (1) of Paragraph (C) of Article (5) of this Regulation.

**Article 19:**
The documents relating to placement of tender of the partnership project and its award include the following:

A- Invitation to tender, including:
1- Integrated information relating to the partnership project.
2- Conditions and procedures for preparing and receiving bids (proposals), the number of copies to be submitted, and the deadline for submission of bids, as well as the location for delivery.
3- The minimum requirements and technical specifications of the partnership project, the requirements of the contracting party and other governmental parties concerned with safety, security and environmental protection, and any other requirements.
4- The technical and financial standards and conditions required for the bids and the methodology of assessing the technical and financial proposals and the procedures followed in this regard.
5- Valid period of the proposals (bids).
6- Value of the guarantee to qualify for a tendering bid, and the method of computing a performance guarantee (or bond), in accordance with the nature of the partnership project and the phases of its implementation, and the validity of the guarantees.
7- Estimated timeline for the process of choosing the best bidder.
8- Any other documents that the Unit deems should be added.

B- Partnership draft contract, provided it contains non-negotiable conditions, the required service standard, the performance standards and financial obligations, transfer of risks, mechanisms of monitoring and quality assurance, and any other items.

**Article 20:**
A- The contracting party in coordination with the Unit, may call the prequalified bidders to a preliminary meeting, preceding the submission of proposals, to discuss matters relating to the project specifications and preliminary conditions, provided that the inquiries and replies are provided to the prequalified bidders who have attended the preliminary meeting or those absent.

B- It is permissible for the prequalified bidders to request the contracting party not to divulge any data or confidential information relating to his economic or financial situation in the market or any information relating to his expectations and assumptions and forecasts for the market or the sector, which he presented to the contracting party.

C- The contracting authority may, with the approval of the Unit, decide to reconsider the tender documents and to amend them, or to extend the term of the tender, based on the preliminary meeting referred to in Paragraph (A) of this Article, without impinging on the prequalification standards, provided that the contracting
party distributes the amendment or change to the prequalified bidders within the time period stated in the tender documents.

**Article 21:**
A- The contracting party shall prepare the tender documents and the draft contract in Arabic and English, while specifying the language adopted.
B- The contracting party is entitled to determine the financial remuneration for obtaining the tender documents, provided that the method of collecting said remuneration is specified in the invitation of tender.

**Article 22:**
A- The proposals shall be submitted in separate and closed envelopes printed upon which are the following data:
   1- Name of the bidder and his address.
   2- The contracting party to which the bid is submitted.
   3- Name of the partnership project.
   4- An indication of whether the envelope is financial, technical, or legal.
   5- An indication of whether the documents submitted are original or copies.
B- The legal envelope includes all the legal documents specified in the invitation to tender, namely:
   1- Legal documents relating to the bidder provided that the agreement includes the commitment of the parties of the consortium to the submitted proposal.
   2- Bid bond guarantee.
   3- Official power of attorney for the representative of the members of the consortium.
   4- Any other information stipulated in the request for proposals.
C- The technical file includes all the technical documents specified in the request for proposals, namely:
   1- Technical details of the implementation of the proposed partnership project with a view to reaching the required service standard or the necessary specification for accomplishing the aims of the partnership project.
   2- Any other information stipulated in the invitation to tender.
D- The financial envelope includes all the financial documents specified in the request for proposals, namely:
   1- Financial proposal for the partnership project
   2- Any other information stated in the invitation to tender (RFP).
E- The technical envelope should be devoid of any reference or information relating to the financial proposal, subject to considering it nullified.
F- In case the proposal includes prices or cash values, these should be written in digits and letters and in case of discrepancy between them the prices or cash value written in letters shall be adopted.
G- Only the financial envelopes of the submitters of the qualified technical proposals will be opened.
H- Any proposal submitted after the deadline for submitting the bids will be disqualified.
I- It is impermissible for any of the bidders to withdraw his proposal after the deadline for submitting the proposals.
J- It is impermissible to amend any of the proposals after the deadline for submitting them or altering or correcting or completing them.
K- The proposals will remain valid throughout the validity period shown in the invitation to tender, while the Steering Committee may request an extension.
Article 23:
A- It is impermissible to carry out any change in the ownership or management of the prequalified bidders after qualifying, except upon obtaining the approval of the Steering Committee, prior to submitting the proposal in response to the invitation to tender.
B- It is impermissible for one of the members of the consortium submitting a bid in response to the invitation to tender to bid individually or with another consortium or through a company a majority of whose shares or capital he owns, or whose management he controls, or to bid directly or indirectly for the tender, unless this is permitted in the invitation to tender. Any proposal that is submitted which violates the provisions of this Article shall be considered null and void.

Article 24:
A- The bid bond guarantee shall be submitted in accordance with the form shown in the invitation of tender as an unconditional and irrevocable guarantee, from a bank licensed in the Kingdom (Jordan) as a guarantee for the bidder.
B- The bid bond guarantee includes the undertaking of the bank to pay the sum stated therein to the contracting party upon the first demand issuing from it, notwithstanding the objection of the bidder.

Article 25:
A- The Steering Committee shall receive the legal, technical and financial envelopes at the time, date and venue specified in the invitation to tender. It is obligatory to document the receipt in the evaluation report.
B- After the Steering Committee receives the proposal envelopes, the Technical Committee will be responsible for opening the legal and technical envelopes and ascertaining that their contents correspond with the requirements of this Regulation and the invitation to tender. Non-complying proposals will be disqualified and will not be included in the evaluation.
C- The Technical Committee will evaluate the technical proposals that are consonant with this Regulation and the requirements of the invitation to tender in accordance with the evaluation standards shown in the invitation to tender.
D- The Technical Committee may request clarifications from the bidders.
E- The Technical Committee, upon completing the assessment of the technical proposals, shall submit its report to the Steering Committee.

Article 26:
A- The technical proposals that do not meet the minimum extent of the technical standards stated in the invitation to tender and the tender documents shall be rejected by virtue of a justified written decision issued by the contracting party on the recommendation of the Technical Committee based on the recommendation of the Steering Committee.
B- The contracting party shall send the rejection decision to the submitters of the rejected bids by registered mail or official electronic mail in responding to the prequalification invitation.
C- The financial proposal envelopes particular to the bidders that were rejected shall not be opened. They are entitled to recover them after rejection of grievance or the expiry of the period referred to in Paragraph (A) of Article (30) of this Regulation.
Article 27:

A- The Steering Committee shall announce the date, time and venue of opening the financial envelopes for the proposals that are technically qualified.

B- The Technical Committee is responsible for opening the financial envelopes and ascertaining that its contents meet the requirements of this Regulation and the invitation to tender, subject to disqualifying the non-conforming proposals, and not listing them within the evaluation process.

C- The financial proposals conforming to the provisions of this Regulation and the request for proposals from the Technical Committee in accordance with the evaluation standards contained in the request for proposals.

D- The present bidders, or their representatives, who attended the process of opening the financial envelopes shall sign the attendance registration form prepared by the Technical Committee prior to opening the envelopes.

Article 28:

A- Upon completion of evaluating the financial proposals, the Technical Committee shall submit the evaluation report to the Steering Committee, provided that the report includes an arrangement of descending order for the bids that are compliant with the technical and financial standards, and shall recommend to the Steering Committee the best bidder.

B- The Steering Committee shall review the evaluation report and shall submit it to the contracting party for approval, including determining the best bidder.

Article 29:

A- The contracting party shall notify the best bidder for the tender via registered mail or the official electronic mail for response to the prequalification invitation.

B- The contracting party shall return the bid bond guarantee to the non-winning bidders upon expiry of the validity period of the bond, in accordance with what is stated in the tenders invitations or during nineteen (19) work days following the signing of the contract, whichever comes first, and the contracting party may request extending the period of the validity of the bond.

Article 30:

A- Those bidders for the partnership project tender wishing to express grievance regarding the decisions pertaining to prequalification, and the technical and financial qualification for the submitted bids, shall submit grievance to the Council seven (7) work days from the day after his notification of the decisions referred to in this Paragraph.

B- The Unit is responsible for receiving grievances submitted to the Council by the bidders for the partnership project concerning the decisions referred to in Paragraph (A) of this Article, as per the hereunder:

1- Non-acceptance of the grievance and dismissing it in form in case it is submitted after the passage of the period referred to in Paragraph (A) of this Article provided that the Unit submits its opinion in this regard to the Council.

2- Acceptance of the grievance in form in case it is submitted within the legal period and expresses its opinion thereon and submitting it to the Council.

3- The Council may, prior to deciding on the grievance, request any clarifications it deems necessary from the petitioner of grievance. The
Council may form a special committee to look into any of the grievances submitted to it.

4- The Council shall issue its decision regarding the grievance submitted by virtue of a majority of the attending members within fifteen (15) days from date of submission thereto. The decision of the Council in this regard is final.

5- The Council Secretary is responsible for notifying the submitter of grievance of the decision via the email shown in the grievance.

Article 31:
A- It is permissible to cancel the partnership project tender by virtue of a decision issued by the contracting party based on the recommendation of the Unit grounded in the recommendation of the Steering Committee and with the approval of the Council, at any time, in the following cases:
  1- In case the public interest requires such.
  2- In case the requirements of added value on capital is not realized.
  3- In case there is only one bidder in the prequalification stage.
B- The bidders in the partnership project tender are not entitled to claim any compensation based on the consequence of the cancellation decision, unless the invitation to tenders states otherwise.

Article 32:
A- For purposes of preparing the final version of the contract:
  1- It is permissible to hold negotiations between the steering committee and the best bidder.
  2- It is possible for the technical committee, the project consultant and the Unit to participate in the negotiations as the situation may require.
B- It is inadmissible for the negotiations to impinge on the conditions stated in the contract which are regarded as non-negotiable in accordance with what is stated in the Tender documents.
C- It is impermissible in the negotiations stage to undertake any alterations to the technical and financial conditions based on which the best bidder was chosen.
D- It is impermissible during the negotiations stage to undertake any amendment on the basis of risks apportionment stated in the sustainability report.
E- In case negotiations with the best bidder fail, the Steering Committee may end negotiations and notify the bidder in writing of the reasons for ending them. In this case, the Steering Committee shall initiate negotiations with the second best bidder in accordance with the evaluation report.
F- In case negotiations with the best bidder succeed, the Unit shall do the following:
  1- Review the contracts concerning which there was negotiation.
  2- Obtain the approval of the Council of the final award of the partnership project tender and to recognize the winning bid.
  3- Recommend in conjunction with the contracting party to obtain the approval of the Council of the draft contract in its final form, provided that the Council decision includes authorizing the contracting party to sign the contract in its approved form.
  4- Notify the best bidder of the award decision via registered mail or electronic mail at the address officially stated in the response to the prequalification invitation.
Article 33:
Upon receiving the award decision, the winning bidder shall establish the project company in accordance with the following conditions:
A- The company shall be Jordanian and registered in accordance with Jordanian laws.
B- The sole objective of the company is to implement the activities relating to the partnership project and any complementary or necessary objectives for purposes of implementing activities related thereto.
C- The Memorandum of Association and Articles of Association of the company shall be compatible with the contract and any agreements connected thereto.
D- The term of the project company shall not be less than the term of the contract.
E- The capital of the company shall not be less than the minimum decided by the contracting party in the tender invitation in a manner that accords with the provisions of the Companies Law.
F- The Government does not own therein more than 25% of the shares that constitute the capital which have voting power or in which the Government does not possess a share enabling it to control the company.

Article 34:
A- Subject to the provisions of the contract, the good performance bond presented by the project company in favor of the contracting party is unconditional and irrevocable and shall be issued by a licensed bank in the Kingdom.
B- The following shall obtain in the good performance bond:
1- Its value shall represent the absolute value in accordance with the bases stated in the contract.
2- It shall be submitted to the contracting party prior to the deadline specified in the award decision.
3- The good performance bond conditions and the period of validity shall be specified in the contract.

Article 35:
A- Subject to the provisions of Paragraphs (A) and (B) of Article (11) of the Law, the contracting party shall undertake the following:
1- Comply with the procedures stated in Clauses (2), (3), (4) of paragraph (A) of Article (5) of this Regulation for registration of the partnership project stated in the direct request for proposal.
2- Recommend to the Council to form a Steering Committee or a Technical Committee in accordance with the provisions of Article (4) of this Regulation.
3- Appoint the project consultant in accordance with what is stated in Second of Clause (1) of Paragraph (B) of Article (5) of this Regulation.
B- After completion of the procedures shown in Paragraph (C) of Article (11) of the Law the partnership projects stated in the requests for proposals through the method of tenders invitation, and the contracting party shall commence the tenders invitations measures in accordance with the provisions of this Regulation.
C- The Council may, on the joint recommendation of the contracting party and Unit grant the bidder an advantage or bonus or preferential treatment as per the following:
1- Qualify the direct bidder without his passing through the stage of invitation to express interest or the prequalification stage.
2- The winning bidder will compensate the direct bidder, in case of not winning, for the cost of preparing the feasibility study and the
sustainability report in accordance with the evaluation criteria stated in the
tenders invitation.
3- Combining qualification and compensation stated in clauses (1) and (2) of
this Paragraph or any other procedure decided by the Council based on the
joint recommendation of the contracting party and the Unit.

Article 36:
In case the Council decides to classify the partnership project as a small enterprise
pursuant to the Provisions of Clause (3) of Paragraph (A) of Article (18) of the Law,
the Council may, on the recommendation of the Unit, exempt this project from the
following:
A- The obligation to appoint the project consultant.
B- Prepare a brief on the partnership project referred to in Articles (7) and (8) of this
Regulation.
C- Any other procedures decided by the Council based on the joint recommendation
of the Unit and the Contracting Party.

Article 37:
The contract must include the following data and basic conditions at a minimum:
A- A detailed description of the partnership project, the scope of work, the
conditions, specifications, and implementation requirements.
B- Standard of the services to be provided by the project company, the adopted
C- Term of the contract according to the provisions of Article (13) of the Law and
the mechanism of renewing the contract if present.
D- Precedent conditions for the effective date of the contract.
E- Financial and funding obligations of the parties to the contract.
F- Tariff or prices remuneration of the product or service and the mechanism of
modifying them according to the indicators agreed upon.
G- Method of undertaking amendments of the contract conditions after signing it.
H- Insurance premium which is required for the Partnership Project to account for
risks.
I- Performance bonds and guarantees issued in favor of the contracting party and
the procedures related thereto.
J- Mechanism for dealing with risks related to amendments which may be made
to legislation, unforeseen occurrences, or force majeure and the mechanism of
compensation in case any of the foregoing occurs.
K- Ownership of the assets of the partnership project, the conditions of
acquisition of the project, and transfer of ownership at the completion of the
project.
L- Early completion of the contract and the rights and obligations of the
stakeholders.
M- Exclusive entitlement of the contracting party to sever the contract and the
financial obligations stemming from utilization of this right (entitlement).
N- Financial, technical, and administrative supervision, and the methodology of
monitoring the multiple stages of the partnership project and following up on
their implementation, and the requirements of preparing the report relating to
monitoring activities and agreement to be reached on the quarters that will
bear the costs of monitoring.
O- Procedures of delivering the partnership project upon the expiry of the term of the project, in case of early cessation, or in case the contracting party terminates the contract.

P- Methods of settlement and dispute resolution.

Q- Any other items which the Unit and the contracting party deem necessary for inclusion in this contract.

Article 38:
The Council shall, based on the recommendation of the Unit, consider any matter that was not explicitly covered by this Regulation.

Article 39:
The Council, based on the recommendation of the Unit, shall issue the instructions necessary for putting in effect the provisions and clauses of this Regulation.

13/9/2015