



**THE HASHEMITE KINGDOM OF JORDAN  
MINISTRY OF ENERGY AND MINERAL RESOURCES**

**INTERNATIONAL TENDER DEBLENDING  
(INVERSION BASED) FOR 3D SEISMIC DATA  
ACQUISITION IN JAFER**

**TENDER NO. (13/M/WORKS/2024)**

**November 2024**

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## INTRODUCTION

- **THROUGH THE ROYAL DIRECTIVES IN THE VISION OF ECONOMIC MODERNIZATION** and for the sake of the initiative represented in developing the infrastructure Oil in Jordan within the priority of completing work on the development oil and gas in Jordan, the Ministry has issued a tender to Deblending (inversion based) for 3D seismic data acquisition in JAFER .
- Ministry of Energy and Mineral Resources (MEMR) is planning to Deblending (inversion based) for 3D seismic data acquisition in JAFER.
- The works comprise the Deblending (inversion based) for 3D seismic data acquisition in JAFER with a distance of 12.5m between points, a depth of 3000 m, and high-quality.
- Final Deblending (inversion based) for 3D seismic data acquisition in JAFER 4281 km<sup>2</sup> (MEMR reserves the right to modify the proposed work program.).
- The services company will implement the Deblending (inversion based) for 3D seismic data acquisition program under the supervision of the MEMR representative.

## INSTRUCTIONS TO TENDERERS

The MEMR will not be responsible for lost and/or undelivered documents sent by mail, courier, or similar means.

Ministry of Energy and Mineral Resources (MEMR) invites Contractors to submit tenders DEBLENDING (INVERSION BASED) for 3D seismic data acquisition in JAFER.

Ministry of Energy and Mineral Resources (MEMR) of Jordan plans to DEBLENDING (INVERSION BASED) for 3D seismic data acquisition in JAFER as per proposed work program.

According to our expectation, we believe that your company would present suitable tools, equipment, and well-trained personnel capable of efficiently carrying out-DEBLENDING (INVERSION BASED) for 3D seismic data acquisition Services.

Tenders must be submitted **in one original and two copies and one soft copy**, in accordance with the tender documents, before **15/01/2025** at 11.00 hrs to Tender Committee at the below address.

Late Tenders will be reject and returned unopened.

**Ministry of Energy and Mineral Resources (MEMR)**  
**Attention: Secretary General of the Ministry of Energy and Mineral Resources**  
**Telephone: +962-6- 5803060**  
**Fax: +962-6-5865714**  
**1st E-mail: generals@memr.gov.jo**  
**2nd E-mail: hana.alzuabi@memr.gov.jo**  
**Swaifeya - 7th Circle P.O.Box 140027**  
**Amman 11814**  
**The Hashemite Kingdom of Jordan**

The Tenderers shall provide as part of its tender, in a separate envelope, an unconditional and irrevocable Tender Bond in the name of Ministry of Energy and Mineral Resources equivalent to **(20,000) \$** the DEBLENDING (INVERSION BASED) for 3D seismic data acquisition in JAFER 4281 km<sup>2</sup>. The Tender Bond

shall comply with requirements stated in the Tender Documents and the guarantee form attached to the bid documents, otherwise the submitted bid will be rejected. Any tender that not accompanied with an enforceable and compliant Tender Bond shall be reject as not responsive. The bond should be valid for 120 days from issue date.

Any questions/clarifications regarding the Tender Documents shall be sent to The Employer (MEMR) at the below address befor 31/12/2024 and No questions will be respond to if submitted after that date,. All questions must be submit in writing fax or e-mail. No questions will be respond to if submitted through any other means. All questions will be respond and will be send to all Tenderers. After one week of receiving the questionnaire,

**.Ministry of Energy and Mineral Resources (MEMR)**

**Telephone: +962-79- 6888488**  
**Fax: +962-6-5865714**  
**1<sup>st</sup> E-mail: Bahjat.Aladwan@MEMR.GOV.JO**  
**2<sup>nd</sup> E-mail: hana.alzuabi@memr.gov.jo**  
**3<sup>rd</sup> E-mail: Issa.AdnanHajeer@MEMR.GOV.JO**  
**Swaifeya - 7th Circle P.O.Box 140027**  
**Amman 11814**  
**The Hashemite Kingdom of Jordan**

(1) Ministry of Energy and Mineral Resources (MEMR) invites Contractors to submit DEBLENDING (INVERSION BASED) for 3D seismic data acquisition in JAFER.

i. The Contractor shall be submit Letter of Bid as form below

### **LETTER OF BID**

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]

Project:

Bid No.:

To:

We, the undersigned, having examined the Conditions of Contract, Employer's Requirements, and Addenda Nos. (...), hereby offer to design, procure, execute, complete, hand over, and remedy any defects in the works described in this Bid, in full conformity with the aforementioned documents.

Our total bid price for the execution of the works is the sum stated in our Financial Bid, or such other amount as may be determined in accordance with the Conditions of Contract.

We undertake to abide by this Bid for a period of (120 ) days from the date of submission of our Bid, and we understand that it shall remain binding upon us and may be accepted at any time before the expiration of this period.



We further acknowledge that the Contract Data forms an integral part of this Letter of Bid.

Thank you for considering our bid. We look forward to your positive response.

If our bid is accepted, we will provide the specified Performance Security before signing the contract, in the amount of 10% of the Contract Price.

Until such time as a formal Agreement is prepared and executed, this "Letter of Bid" along with the "Letter of Acceptance or Notification of Award" shall form a binding contract between us.

This offer is edited on day ..... month ..... year.....

Signature\* ..... in the capacity of .....

duly authorized to sign on behalf of \*\* .....

**\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid**

- ii. The Contractor shall be responsible for the provision of all necessary supervision, plant, materials, equipment, and related services, of the "Works" of the Contract.
- iii. Payment Procedures
  - 10% down payment upon signing in exchange for a guarantee.
  - 30% when finish 50% of the work from the project area
  - 60% when deliver the final data and reports as table one below





**Table one**

Milestone	Description	Payment Percentage	Approval Process
<b>1. DEBLENDING (INVERSION BASED)</b>	Completion of initial data DEBLENDING (INVERSION BASED) , and initial QC checks.	30%	<b>MEMR/Project Owner Review:</b> Finalized DEBLENDING (INVERSION BASED) and results reviewed, with technical approval or feedback <u>within 2 weeks.</u>
<b>3. Final Deliverables and Project Report</b>	Final phase includes final deblending (inversion based) results, and conclusions. This also includes final quality checks, testing, and project handover.	30%	<b>MEMR/Project Owner Review:</b> Final project report and deliverables reviewed and accepted, including final technical documentation and data <u>handover within 2 weeks.</u>

MEMR may modify any part of the tender documents during the tender period or after the tender period and before the conclusion of a contract agreement.

The Tender shall be in a two (2) Envelope process.

- The Envelope No. 1 - Technical Proposal as detailed in Volume I below
- The Envelope No. 2 - Containing the Financial Proposal from the Tenderers as describe in Volume II below and shall be open after evaluation of the content of Envelope No. I Technical Proposal.

Only the financial Proposals of those who have submitted acceptable Technical Proposals will be open. The Financial Proposal of other Tenderers will be return unopened. If upon examination any of the required documents are missing or are not in accordance with the Instructions to Tenderers, then the Tender shall be consider unresponsive and will not be give further consideration.

The Tenderer expected carefully examine the contents of all the above documents. Failure to comply with the requirements of Tender submission will be at the Tenderer own risk. Tenders, which not substantially responsive to the requirements of the Tender documents will be reject.



- (2) The Tenderer shall be deemed to have understood the nature of the Works and the circumstances pertaining to the Project, the required types of labour and labour conditions, and all other conditions related to this Tender, or which affect his Tender prices. Notwithstanding any information that may be contained in these Tender Documents, Tenderers are required to obtain all information as they may require enabling them to submit their Tenders.
- (3) Each Tenderer is deemed to have investigated the Tender Documents and the Site of the Project and fully familiarized itself with the various conditions and hazards, which may affect the Work and its cost. No excuse of ignorance of conditions that exist or that may thereafter exist or of conditions or difficulties that may be encountered in the execution of the Work under this Contract as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfil in every detail of all the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever or for extension of time. There will be no subsequent financial adjustment for the lack of such prior knowledge.
- (4) Envelope No.1 named Technical Proposal shall contain one (1) original and two (2) copies and one (1) soft copy of the following:
- a. Tender Bond (one original and 2 copies).
  - b. Letter of Submission with Written Power of Attorney authorizing the Tender signatory to commit to the Tender.
  - c. All forms and requested information, legibly completed.
  - d. The Tender Document - Volume I and II, as issued, and any issued addition shall be submitted - stamped and signed.
  - e. The technical offer will be rejected if it contains a hint or mention of the price offer.
- (5) Envelope No. 2 named Financial Proposal shall contain one (1) original and two (2) copies and one (1) soft copy of the following:
- The priced Bill of Quantities (BOQ) - included in Section "C"
  - The Form of Tender completed and signed.
  - Tenderers must submit Tenders for all work Sections as shown on the Scope of Work, in the Form of Tender and the Bill of Quantities. Tenders, which are incomplete will be considered non-responsive.
  - No alterations should be made to the forms provided and all forms shall be complete in indelible ink or typed print. Any alterations required to correct errors made by the Tenderer shall be initialed and dated by the person or persons signing the Tender.
  - Tenders which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as non-responsive.
  - In case of any discrepancy, the copy marked 'ORIGINAL' shall govern.
- (6) a) The Tender shall be submitted on 15/01/2025.
- b) The Tender shall be submitted as noted above on the Form of Tender included in this Volume I. The Tenderer shall complete the Form of Tender, the Bills of Quantities, Schedules of Prices, and shall sign the Tender Documents in the specified places.
  - c) The unit prices column in the Bill of Quantities shall be clearly filled out in numerals and words.

- d) The Tenderer shall not make any changes or modifications in the Tender Documents. Should have made such modifications, or have violated any of these instructions, his tender may be disqualified.
- e) All papers of tender shall be stamped and initialled.
- (7) The Tenderer shall submit his Tender in accordance with these instructions and the Invitation to Tender. His Tender shall be accompanied by the following documents and information:
- a) The Status of the Tenderer's firm, i.e., whether he is a company; the letter of authorization empowering the authorized agent to sign on behalf of the firm.
  - b) Experience and qualification of the Tenderer, and a description of DEBLENDING (INVERSION BASED) for 3D seismic data acquisition projects.
  - c) The name, qualifications, and experience of employees in the construction of this project.
  - d) The Tenderer shall submit, along with his tender, a Tender Bond payable to the Employer in the amount specified in the Appendix to Tender, as an indication of his good faith in participating in the Tender process. This guarantee must be issued by a bank or financial institution that is duly licensed in Jordan and operates under the regulation of the Central Bank of Jordan. The Tender Bond shall be returned to the Tenderer if he is not awarded the Tender, at the Employer's discretion, within 120 days from the date of submit. The Tender Bond shall be returned to the successful Tenderer only after he submits the Performance Guarantee and signs the Contract Agreement. The Tenderer may choose to submit an alternative guarantee in place of the Tender Bond, if he obtains the Employer's permission and the bond is ratified by a duly licensed Jordanian financial institution.
  - e) The Tenderer's full official address must be provided. If the principal place of business is outside Jordan, any notice or letter sent by e-mail to this address will be considered as having been delivered to the Tenderer.  
(Optional) The Tenderer may specify an address within Jordan to serve as their official address, to which all correspondence and notices will be sent. Any notice or letter sent by e-mail to this address will also be considered as having been delivered.
  - f) Any additional information required in the Special Conditions, Particular Specifications, or Instructions to Tenderers should also be provided.
- 8) The prices quoted by the Tenderer for items in the Bill of Quantities should cover all obligations under the Contract.
- 9) Each Tenderer is permitted to submit only one tender. A Tenderer who submits or participates in more than one tender will be disqualified.
- 10) The Tenderer shall bear all costs associated with the preparation and submission of their Tender. MEMR will not be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 11) Clarification of Confusion
- If there is any confusion, discrepancy, or contradiction in the Tender Documents, or if further clarification is needed, the Tenderer should submit a written request to the Employer's address indicated in the Invitation to Tender. This request should be before 31/12/2024. Responses to these queries will be distributed to all purchasers of the Tender Documents. Such clarification requests will not justify an extension of the submission deadline.
- 12) Amendment of Tender Documents
- The Employer may modify the Tender Documents at any time before the submission deadline, either on their own initiative or in response to a clarification requested by a prospective Tenderer. Any modifications will be



issued as addenda, which will form part of the Tender Documents and will be communicated in writing or by **e-mail** to all purchasers. Prospective Tenderers must acknowledge receipt of each addendum by email or fax to the Employer. To allow time for prospective Tenderers to consider the addenda, the Employer may extend the submission deadline if necessary.

### 13) Submission of Tenders

#### TECHNICAL PROPOSAL

The ORIGINAL Technical Proposal shall be sealed in an envelope clearly marked as ORIGINAL ENVELOPE No. 1. The COPIES of the Technical Proposal shall be sealed in separate envelopes labeled COPIES ENVELOPE No. 1. These envelopes should then be placed inside a sealed outer envelope, marked as COPIES ENVELOPE No. 1. Additionally, all copies should be provided in a soft copy format (on a CD).

Note: technical offer will be excluded if it contains a hint or mentioning of the financial offer .

#### FINANCIAL PROPOSAL

The ORIGINAL Financial Proposal shall be sealed in an envelope marked as ORIGINAL ENVELOPE No. 2. The COPIES of the Financial Proposal should be sealed in a separate envelope labeled COPIES ENVELOPE No. 2. These envelopes shall then be placed inside a sealed outer envelope, marked as COPIES ENVELOPE No. 2. As with the technical proposals, all copies must also be provided in soft copy format (on a CD).

#### Package Submission

The Technical Proposal and the Financial Proposal Envelopes must be sealed within an outer package to protect the contents during transport and handling. In addition to the envelope markings mentioned above, the package and the envelopes should be clearly addressed as specified in the Invitation to Tender.

#### Late Submissions

Any tender received after the deadline for submission of tenders (as defined in Section 6a of the Instruction to Tenderers) will be returned unopened to the Tenderer.

### 14. Validity of Tenders

The submitted tender shall be considered binding on the Tenderer and may not be withdrawn after its submission. It shall remain valid for a period of **120 days** from the date of submission unless a longer period is specified in the tender Invitation.

### 15. Currency of Tender

The unit rates and prices must be quoted entirely in **US dollars**.

#### TENDER EVALUATION CRITERIA

##### (1) Evaluation of Tenders

Tenders will be examined and evaluated in accordance with the **MEMR Tenders Regulations** and the **Government Procurement System**.

Tenderers must complete the Technical Proposal in detail and submit it in a separate sealed envelope from the Financial Proposal.

The Employer (MEMR) will first evaluate the Technical Proposal, and if it meets the qualifications, the Financial Proposal will then be opened.

## (2) Method of Checking the Tenders

During the Technical Proposal evaluation process, Tenderers may be required to clarify their submission, provide additional information, or respond to specific questions regarding their Technical Proposal. Any such requests may be sent to all or fewer than all Tenderers, and different requests may be made to different Tenderers. Depending on the nature and complexity of these requests, a time frame of approximately **5 to 10 business days** will be provided for Tenderers to prepare written responses.

Failure to respond within the specified time frame, without an acceptable reason, may result in the Technical Proposal being considered **nonresponsive**, in which case it will not be further evaluated and may be rejected.

Individual meetings may be held with Tenderers if deemed necessary to facilitate the clarification of the Technical Proposal.

If an error or contradiction is found in any tender between the total for an item and the amount derived from the application of the unit prices, the Committee has the right to amend the total for such an item and adjust the Tender Sum accordingly.

If there is a contradiction between the rates written in numerals and those written in words, the rate written in words shall be considered binding, and the Tender Sum will be adjusted accordingly.

In the case of mathematical errors, the sums will be corrected, and the corrected Tender Sum shall be binding on the Tenderer.

Where the Tenderer has not filled in a unit price for one or more items, the Tender Committee has the right to either reject the Tender or consider such unpriced items as included within the unit prices of other items in the Tender. The Tenderer shall execute such unpriced items (if awarded the contract) at their own expense, as if the value of those omitted items had been included in other prices elsewhere.

## (3) Tender Committee Discretion

The Tender Committee reserves the right to disregard any tender that does not comply with all requirements outlined in these Instructions to Tenderers. Furthermore, the Committee reserves the right to reject any tender without providing justification. The Committee has the discretion to select the tender it deems most suitable and to award the contract without being bound to accept the lowest-priced tender. Unsuccessful Tenderers shall have no right to claim compensation from the Employer.

## (4) Technical Proposal Pass Criteria

To pass the technical evaluation, a Tenderer must achieve a minimum score of **70%** for the technical portion, which means a score of at least **42 out of 60** points.

## (5) Technical Bid Documents

Key Personnel CVs with More than 10 years for Project Manager and Chief processor, More than 5 years experiences for processor.



Previous Projects List more than 10 project in 3D seismic Deblending (inversion based)

Project Execution Plan (Deblending (inversion based) 3D seismic Plan to include project timeline)

Equipment List (to include seismic Deblending (inversion based) software and hardware)

Example for Deblending (inversion based) 3D seismic from Previous Projects

Equipment with higher specs if available

#### 1. Tender Scoring

EVALUATION CRITERIA	SCORE (0 – 100)	LIST OF OBJECTIONS
<b>TECHNICAL PART</b>		
Providing equipment capable of completing the Deblending (inversion based) 3D seismic.( Equipment List)	12	
Skilled and experience personnel: (Key Personnel CVs)  More than 10 years experiences for Project Manager and Chief processor.  More than 5 years experiences for processor.	15	
Previous Projects List more than 10 project in 3D seismic Deblending (inversion based) .	11	
Project Execution Plan	10	
Example for Deblending (inversion based) 3D seismic from Previous Projects	9	
Provide technology with higher specs	3	
<b>FINANCIAL PART</b>		
Contract value	40	

Note: the tenderer final score will be the summation of technical part and financial part.

**SECTION "A"**  
**GENERAL TERMS AND**  
**CONDITIONS**

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## **SECTION "A" GENERAL TERMS AND CONDITIONS**

### **1. CONTRACTOR'S GENERAL OBLIGATIONS**

CONTRACTOR warrants to

(a) Perform the DEBLENDING (INVERSION BASED) in accordance with the specifications and standards set out in this Contract, high DEBLENDING (INVERSION BASED) in 3D seismic service practices and all applicable laws and regulations.

(b) Provide supervision required to perform the DEBLENDING (INVERSION BASED).

(c) Obtain all permits, licenses and other governmental authorizations that are necessary for the performance of the DEBLENDING (INVERSION BASED), except for those which must be obtained from MEMR

(d) Appoint one or more contractor representatives for the duration of the DEBLENDING (INVERSION BASED) with whom MEMR may always consult and whose instructions, requests and decisions issued or made as provided in this contract shall be binding on contractor.

(e) Take full responsibility for the adequacy, stability, and safety of its methods necessary for the performance of the DEBLENDING (INVERSION BASED).

(f) Establish a DEBLENDING (INVERSION BASED) centre in Jordan, cooperation with MEMR inside MEMR building (Optional).

### **2. CONTRACTOR PERSONNEL**

2.1 CONTRACTOR warrants that it shall have sufficient competent and fully qualified supervisory and other personnel to perform the WORK in the manner and within the time required by this Contract.

2.2 In obtaining additional personnel to supplement its permanent staff in the performance of the WORK, CONTRACTOR shall give preference to qualified JORDANIAN nationals.

2.3 CONTRACTOR'S expatriate personnel shall obtain the required passports, visas, and permits necessary to enter and to exit from JORDAN. If the contractual work is carried out within Jordan

2.4 CONTRACTOR warrants that all CONTRACTOR Personnel shall have in their possession all require, and property validated licenses or certificates prescribed by MEMR for the performance of those parts of the WORK to which they assigned and shall be well versed in the DEBLENDING (INVERSION BASED) 3D seismic operation, safety and efficient manner with high quality data DEBLENDING (INVERSION BASED).

2.5 Upon MEMR's written request, CONTRACTOR shall, at its own expense, remove from assignment to the WORK any CONTRACTOR Personnel determined unsuitable, in its sole discretion, by MEMR and replace them, within seven (7) consecutive days, with personnel suitable to MEMR," without interruption of the WORK.

2.6 CONTRACTOR specifically acknowledges its responsibility to all CONTRACTOR Personnel pursuant to applicable laws of the Hashemite Kingdom of Jordan, and in particular, its obligations to all CONTRACTOR Personnel regarding the payment of overtime premiums when applicable. If the contractual work is carried out within Jordan



### **3. MEMR'S GENERAL OBLIGATIONS**

MEMR shall:

3.1 Pay CONTRACTOR the Contract Price set forth in Section "C".

### **4. WARRANTIES**

CONTRACTOR warrants that he has the skill, expertise, ability, and qualifications to perform. The WORK and that shall cause CONTRACTOR Personnel to perform the WORK in accordance with this Contract, including the specification set forth in Section "B", and with good international seismic services industry practices.

### **5. INSPECTION**

MEMR shall be entitled to have its representative present when CONTRACTOR is performing the WORK, at all times, to review and inspect all aspects of CONTRACTOR'S performance of the WORK. Nevertheless, MEMR'S exercise of the rights given to it under this Paragraph shall in no way relieve CONTRACTOR of any of its obligations under Contract.

### **6. CONFIDENTIAL INFORMATION**

Except as authorized in writing by the disclosing Party, neither Party nor their personnel, agents or any subcontractor shall duplicate, use and disclose any information provided by the disclosing Party during the course of the WORK, specifically including but not limited to data captured at any site. So long as, and to the extent that, the information does not become part of the public domain, does not correspond to information furnished or made known to the other Party by a Third Party without restriction as to its use or was not within the other Party's possession at the time of disclosure by the disclosing Party.

### **7. CONFLICT OF INTEREST**

7.1 Except for customary promotional material and occasional business entertainment limited in value in any instance to the reasonable cost of a business meal, and other than as specifically authorized under the terms of this Contract, CONTRACTOR shall not give, offer, or accept, and warrants that it has not given, offered, or accepted, directly or indirectly, any money, personal services, credit, or other thing of value, to or from:

- (a) MEMR or its affiliated or related companies.
- (b) Any of their agents, independent contractors, or subcontractors.
- (c) The employees of any of the foregoing.

To influence the award of this or any other Contract that has been, or may be, awarded by MEMR, or their terms, performance, administration, extension, or termination.

7.2 Any violation of Paragraph 9.1 shall constitute a substantial breach of this Contract that, without prejudice to MEMR'S right to enforce any other remedy provided by law, shall empower MEMR to terminate this Contract for default and claim damages, including, but not limited to, any increased costs incurred by MEMR because of such breach.

### **8. CONTRACTOR OBLIGATIONS UPON SUSPENSION OR TERMINATION**

8.1 CONTRACTOR shall minimize all costs to MEMR resulting from any termination or suspension.

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8.2 Unless otherwise directed in writing by MEMR, CONTRACTOR shall enter into no further contracts or other obligations and shall immediately make every reasonable effort to terminate or suspend contracts or other obligations, other than as may be required to complete those portions of the WORK not suspended or terminated.

8.3 If MEMR so directs, CONTRACTOR shall execute and deliver all documents required to fully vest in MEMR CONTRACTOR'S rights in contracts and other obligations.

8.4 CONTRACTOR shall take all action that may be necessary, or that MEMR may direct, for the protection and preservation of WORK in progress.

## **9. PUBLICITY RELEASES**

Should CONTRACTOR or any CONTRACTOR Personnel desire to publish or release any publicity or public relations materials of any kind concerning or relating to this Contract, CONTRACTOR shall first submit such material to MEMR for review. CONTRACTOR shall not publish or release any such material without MEMR's prior written approval.

## **10. GOVERNMENT RELATIONS ACTIVITIES**

10.1 CONTRACTOR shall be fully responsible for conducting all government relations activities within the Hashemite Kingdom of Jordan on its own behalf and for its personnel. Government relations activities shall include, without limitation, all contacts with the Jordanian Government, its agencies, and officials, concerning matters arising out of or in connection with, CONTRACTOR'S performance of this Contract.

10.2 If requested by CONTRACTOR, MEMR may provide general guidance to assist CONTRACTOR in the conduct of such government relations activities; provided, however, that MEMR shall not be liable for any loss, claim or award because of providing such guidance to CONTRACTOR. CONTRACTOR shall hold MEMR harmless from any loss, claim, or award resulting from CONTRACTOR'S failure to perform its obligations.

## **11. SERVICE TICKET PROVISION**

11.1 CONTRACTOR shall perform the WORK as requested by MEMR Representative. The WORK shall be scheduled by oral requests made by MEMR Representative. MEMR Representative, shall confirm the WORK by signing of the Service Ticket, after completion. In undertaking and completing the WORK, CONTRACTOR shall always be prompt and perform the WORK with due diligence under the direction, supervision and control of MEMR Representative.

11.2 CONTRACTOR shall submit a Service Ticket to MEMR Representative for his review at intervals specified by MEMR Representative. MEMR Representative's signature on a detailed Service Ticket shall only certify, the personnel and equipment utilized, and services performed and shall not constitute approval of any request for compensation.

11.3 Notwithstanding Section "C", approved Service Tickets shall support CONTRACTOR'S invoices.





## 12 CONTRACTOR'S OBLIGATIONS

12.1 The contractor is obligated to receive data from MEMR and deliver it to MEMR representative after DEBLENDING (INVERSION BASED) data with high quality.

12.2 The contractor is committed to implementing all the terms of the contract with MEMR.

12.3 The contractor is obligated to provide the necessary advice to MEMR regarding the DEBLENDING (INVERSION BASED) of a 3D seismic.

12.4 The contractor is committed to implementing all the Ministry's policies conveyed to him by word (in emergencies) or in writing.

12.5 The contractor must start work less than 30 days after being notified by the Ministry

## 13 PATENTS, TRADEMARKS AND TRADE SECRETS

This Contract entered into between CONTRACTOR and MEMR upon the understanding that none of the tools, equipment or materials supplied by CONTRACTOR or MEMR for performance of WORK under this Contract nor any part or component thereof infringes any valid patent, trademark, label, brand, or trade secret owned or controlled by any other company, corporation, firm or person. Accordingly, MEMR and CONTRACTOR agree concerning any tools, equipment and materials supplied, by either of them under this Contract that. As applicable, each will hold the other free, harmless from, and wholly indemnified against any damage, loss, claim, charge, award, judgment and expense arising out of or incurred because of any actual or alleged infringement or violation of any patent, trademark, label, band or trade secret, relating to the tools, equipment or materials supplied by the one Party to the other.

## 14 DELAY OR NON-PERFORMANCE

If, in MEMR's judgment, the CONTRACTOR is unreasonably slow in performing or fails. To perform the WORK issued by CONTRACTOR and approved by MEMR. Pursuant to Section "B", MEMR shall notify CONTRACTOR in writing of its dissatisfaction, and CONTRACTOR shall afford a reasonable time to correct or remedy the matters complained of. MEMR at its discretion may elect to shut down the DEBLENDING (INVERSION BASED) seismic services during the remedy period. During such shutdowns, no payments will be due to the CONTRACTOR. Should CONTRACTOR, within the time afforded by MEMR, fail to correct or remedy to MEMR's, satisfaction the matters complained of MEMR shall have the right, to terminate the Contract (without providing any additional notice), and MEMR can write down time if there's any fails or is unreasonably slow with no pay and the contractor should financial compensation MEMR 1000 dollar for every day late.

## 15 Special case

- 1- If happened any issue between MEMR and Acquisition Company the contract between MEMR and DEBLENDING (INVERSION BASED) contractor will be canceled and the MEMR will pay the completed work, the principle of the completed area of work will be adopted, and there will be no other compensation provided by MEMR
- 2- Note: the ministry has the right to cancel the tender at any stage of the tender process and before issuing the award decision without incurring any costs.

END OF SECTION"A"

# **SECTION "B"**

## **SCOPE OF WORK**

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## Project Overview

### Objective

The primary objective of this project is to produce refined seismic images and conduct in-depth data interpretation to support MEMR's exploration and development initiatives in the Al-Jafer area. Seismic data acquisition for this project is scheduled to begin in the first quarter of 2025, with an estimated duration one year (As per the approved schedule plan which submitted by (ARGAS) to MEMER/ Approximately one year ).

To ensure efficient deblending (inversion based) of the data, raw seismic data and supporting documents will be transferred from the field crew to the selected deblending (inversion based) contractor on a weekly basis, beginning one month after the acquisition starts. This staggered data transfer approach will allow critical deblending (inversion based), refraction statics, and data conditioning—to begin immediately upon receipt of the first data shipment. This point will mark the official start date for the project's deblending (inversion based) phase, ensuring an expedited workflow that supports MEMR's objectives for timely exploration results.

This seismic data deblending (inversion based) and interpretation project aims to achieve multiple, interconnected objectives, each contributing to a comprehensive, high-resolution image of the subsurface. Specific goals include:

**Deblending (inversion based) of Overlapping Signals:** Separating blended vibroseis signals to enhance data clarity and interpretation accuracy.

**Static Correction:** Correcting near-surface irregularities to ensure accurate imaging of subsurface structures.

**Noise Attenuation and Signal Enhancement:** Reducing noise while preserving key seismic signals to improve data quality.

**Migration and Velocity Model Building:** Developing an accurate velocity model and applying migration to correctly position seismic events, producing a true image of the subsurface.

**Attribute Extraction and Analysis:** Generating seismic attributes that support lithology and fluid analysis, aiding MEMR in assessing reservoir potential.

**Detailed Structural and Stratigraphic Interpretation:** Mapping key geological features such as faults, folds, and horizons, providing insights into structural traps and stratigraphic layers that may indicate hydrocarbon accumulations.

**Integration with Geological and Well Data:** Correlating seismic interpretation results with available geological and well data to create a unified subsurface model, which enhances the reliability of exploration assessments and supports future drilling plans.

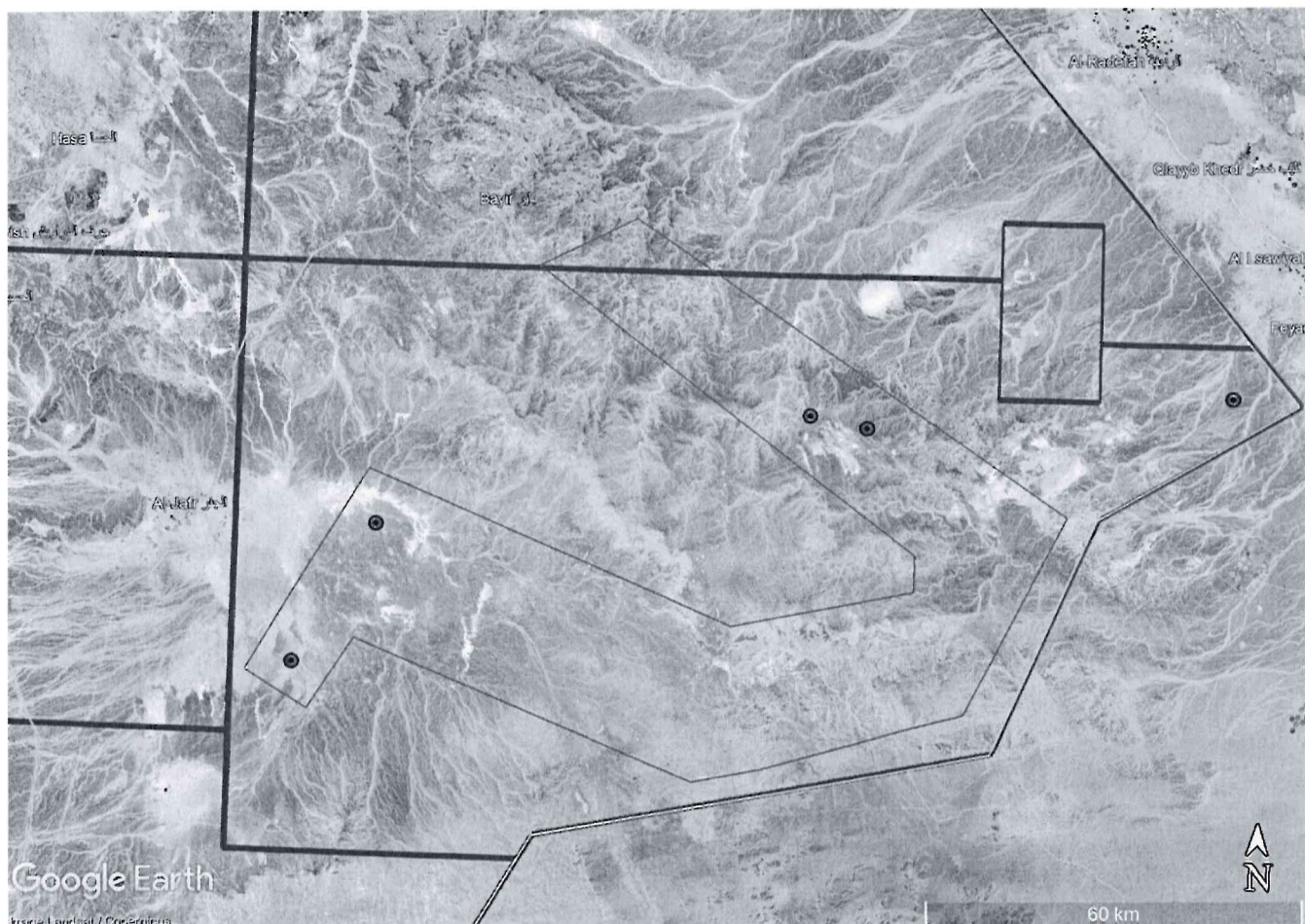
**Technology Transfer and MEMR Personnel Training:** The contractor will provide hands-on training to MEMR personnel, focusing on advanced deblending (inversion based), seismic, and interpretation techniques. This training will enhance MEMR's in-house expertise, equipping team members with practical skills for conducting and managing future seismic deblending (inversion based) projects independently.

Through these objectives, MEMR aims to acquire a high-quality, robust seismic dataset that enables a detailed geological interpretation and informs exploration and development decisions in the Al-Jafer area. By including training and knowledge transfer, MEMR seeks to build local expertise, ensuring the sustainability of its exploration efforts and maximizing the value of the seismic data for current and future resource management.

### Location

The project 3D seismic data will be acquired in Al-Jafer area, Jordan, total area acquired is approximately 4285 sq. km (Surface coverage)





Al-Jafer 3D Surface Area Map

#### Seismic Acquisition Parameters

Receiver Parameters	
Nominal Receiver Line Interval (m)	200
Nominal Receiver Point Interval (m)	25
Receiver Density (RP/km <sup>2</sup> )	200
Number of Receiver Lines	50
Live Receivers / Line	400
Live Receivers / Template	20,000
Number of Live Channels	20,000
Receiver Roll	1 line / salvo
Receiver Array	9 x SG-10

*[Handwritten signature]*

Source Parameters	
Nominal Source Line Interval (m)	100
Nominal Source Point Interval (m)	25
Salvo VPs	8
Unique Source Locations Density (VP/km <sup>2</sup> )	400
Sweep / VP	1
Operation Mode	ISS
Sweep Type	Broadband Custom Low Dwell
Sweep Length	Upto 18 seconds (TBD)
Sweep Frequency	1.5 - 120 HZ (TBD )
Offset and Bins	
Bin Size	12.5m x 12.5 m
Maximum Inline Offset (m)	5,000
Maximum Crossline Offset (m)	5,000
Maximum Radial Offset (m)	7,071
Nominal Fold	1250
Trace Density (trace / km <sup>2</sup> )	8,000,000
Recording Parameters	
Recording Mode	Continuous for ISS
Data Format	SEGD Rev 2.1
Record Length (after correlation)	6 seconds
Sample Rate	4ms

*Seismic Acquisition Parameters*

## Introduction



Seismic data deblending (inversion based) is a fundamental step in subsurface exploration and reservoir characterization, transforming raw field data into interpretable images that reveal the geological structure and potential hydrocarbon accumulations beneath the surface. This process involves several key stages—such as deblending (inversion based), noise attenuation, static corrections, and migration—all aimed at enhancing the quality and resolution of seismic data. The Ministry of Energy and Mineral Resources (MEMR) is committed to ensuring that this project yields high-quality seismic images that support exploration and potential development within the Al-Jafer area, Jordan.

The Al-Jafer region presents a complex geological setting, where accurate imaging of subsurface structures is essential to identify potential hydrocarbon traps and understand the stratigraphy and fault systems. Given the intricacies of the area's geology, MEMR seeks to employ advanced seismic deblending (inversion based) techniques, including cutting-edge deblending (inversion based), refraction statics, and Amplitude Versus Offset (AVO) compliant workflows, to ensure the data is of the highest fidelity.

A crucial element of this project is the **deblending (inversion based)** of seismic vibroseis data. Vibroseis sources are frequently activated in close temporal proximity to improve survey efficiency. This acquisition method, however, results in blended data, where multiple seismic signals overlap. Deblending (inversion based) is therefore required to separate these overlapping signals, ensuring that each reflection is distinct and accurately represents the subsurface structure. The MEMR places significant emphasis on the effective application of deblending (inversion based) techniques, as this is a critical step in improving the clarity and interpretability of the final seismic dataset.

The deblending (inversion based) workflow must ensure compliance with AVO (Amplitude Versus Offset) principles. AVO analysis is an essential tool in the exploration of hydrocarbon reservoirs, as it examines how seismic reflection amplitudes vary with the distance between the source and the receiver. These amplitude variations can indicate changes in rock properties, fluid content, and lithology. For this reason, maintaining amplitude fidelity throughout the deblending (inversion based) steps is crucial. The contractor must ensure that all deblending (inversion based) stages—whether noise attenuation, static corrections, Deconvolution and migration—are performed with AVO compliance to preserve amplitude integrity across offsets. This will allow for reliable AVO analysis in the later interpretation phase.

The contractor must demonstrate technical expertise, operational capacity within Jordan, and a clear understanding of MEMR's objectives, which include:

- deblending (inversion based) of approximately 4281 sq. km of vibroseis 3D seismic data.

- Training and knowledge transfer for MEMR's dedicated team of employees.

- Delivering final processed seismic datasets and detailed reports within the project timeframe, while adhering to MEMR's data security requirements.

Through this project, MEMR seeks to advance its exploration capabilities, reduce exploration risks, and make informed decisions regarding the hydrocarbon potential of the Al-Jafer area.

## **Scope of Work**

The following onshore seismic data deblending (inversion based) workflow is intended as a generic guideline for use by deblending (inversion based) contractors in their technical proposals. Contractors are encouraged to adapt and modify the workflow as necessary, provided that any deviations are justified and aligned with project objectives, ensuring the optimal deblending (inversion based) of seismic data.

### **Pre-Migration - Deblending (inversion based)**

- Load data and reformat.

- Navigation merge and geometry assignment.

- Trace / shot edit.



Deblending (inversion based)

## **Post-Migration - Deblending (inversion based)**

### **Deblending (inversion based) Requirements**

In unconstrained blended acquisition method (ISS), multiple sources are often activated close together in time to improve acquisition efficiency, leading to overlapping seismic signals. The primary objective of deblending (inversion based) is to separate these signals accurately, ensuring that each individual source's contribution is isolated without introducing artifacts or residual noise.

**Signal Separation Techniques:** Apply advanced deblending (inversion based) techniques—such as frequency-space domain methods, sparse inversion, and machine-learning-assisted methods—to identify and separate overlapping signals effectively. Each approach should be selected and optimized based on signal characteristics and interference patterns.

**Signal Integrity and Quality Control:** Focus on preserving the fidelity of primary reflections while ensuring that residual energy from overlapping signals is minimized. Regular quality checks, using both visual and quantitative methods, will confirm that the deblending (inversion based) process maintains data quality.

**Minimizing Noise Introduction:** Achieve deblending (inversion based) with minimal introduction of noise, especially in complex, low-signal environments where overlapping signals can lead to distortion. The contractor should iteratively refine deblending (inversion based) parameters based on feedback from MEMR's dedicated team.

### **Technical and Quality Requirements**

Data Quality Control (QC) and iterative validation procedures must be implemented during all execution phases of the project.

**Continuous QC at Every Stage:** Quality control must be rigorously applied at each stage of deblending (inversion based) and noise attenuation to final migration. This includes visual inspections, statistical checks, and quantitative assessments to ensure data fidelity.

### **Technology Transfer**

To ensure local expertise and capability building, MEMR will dedicate a team of employees to collaborate with the contractor. The objectives for technology transfer.

### **Project Timeline and Milestones**

The project timeline and milestones are designed to ensure a structured, efficient workflow for seismic data deblending (inversion based), allowing MEMR to make timely exploration and development decisions based on high-quality seismic data from the Jafer Area. This timeline sets expectations for key deliverables, progress evaluations, and quality checks at each stage.

### **Project Initiation and Data Transfer Start**

**Start Date:** Project begins one month after the start of data acquisition which is expected to start in the first quarter of 2025.

**Initial Data Transfer:** The first batch of raw seismic data and supporting documents will be transferred from the acquisition crew to the contractor one month after acquisition begins, with subsequent data transfers occurring weekly.



**Kick-Off Meeting:** An initial project meeting with MEMR and the contractor will review the project objectives, requirements, and timeline. Roles and responsibilities will be confirmed, and the data security protocols for deblending (inversion based) will be reinforced.

#### Data deblending (inversion based) Phase

**Milestone 1 – Deblending (inversion based):** Deblending (inversion based) of the first data batch will begin immediately upon data transfer, with quality control (QC) checks to ensure clear signal separation. Deblending (inversion based) for each batch should be completed within three weeks of data receipt, with results reviewed with MEMR for QC.

#### Project Close-Out and Final Review

**Milestone 12 – Final Data and Documentation Handover:** All deliverables, including processed data, reports, attribute volumes, and training documentation, will be formally handed over to MEMR. A final meeting will be held to review project outcomes, verify that all deliverables are complete, and discuss recommendations.

**Project Completion:** The project is expected to be completed within **12 months** from the start date, with close monitoring to ensure all milestones are met on schedule.

### Confidentiality and Compliance

Confidentiality and compliance are essential to ensure data security, regulatory adherence, and the protection of MEMR's strategic interests throughout the seismic data deblending (inversion based) project. Given the sensitive nature of exploration data and MEMR's strict requirement that all data remain within Jordan, contractors must implement robust protocols and procedures to safeguard data confidentiality and comply with local regulations.

#### Data Security Protocols

**Data Access Control:** The contractor must establish secure access control measures to limit data access strictly to authorized personnel. This includes setting up role-based access permissions, logging access to data files, and using password-protected workstations and networks.

**Physical and Digital Security Measures:** All data deblending (inversion based) must take place in secure facilities within Jordan. Physical security, such as restricted access to data deblending (inversion based) centre, surveillance, and locked storage, should be implemented alongside digital security measures like firewalls, encryption, and network monitoring.

**Data Encryption and Transfer:** Any internal data transfers or backups should be encrypted to protect data integrity and confidentiality. Contractors must ensure that encryption standards meet or exceed international best practices, especially for any data transfer within the secured facility.

#### Confidentiality Agreements and Non-Disclosure Obligations

**Non-Disclosure Agreements (NDAs):** All project personnel, including subcontractors and MEMR's employees involved in the project, will be required to sign NDAs. These agreements will outline the terms of data confidentiality, prohibit unauthorized sharing of information, and specify penalties for breaches of confidentiality.

**Third-Party Confidentiality Compliance:** If subcontractors or external consultants are involved, the contractor is responsible for ensuring they also sign NDAs and adhere to MEMR's confidentiality policies. The contractor must demonstrate how they will monitor and enforce third-party compliance.

#### Audit and Monitoring of Compliance

**Data Handling Audits:** The contractor will conduct regular audits to ensure that data handling, storage, and security protocols comply with MEMR's requirements. These audits should document all data access, transfers, and storage processes, and any identified risks or vulnerabilities must be promptly addressed.

**Compliance Reporting:** Contractors are required to submit periodic compliance reports to MEMR, detailing adherence to confidentiality, security, and data residency protocols. This report will include records of any audits, risk assessments, and corrective actions taken to maintain compliance.

### **Intellectual Property Protection**

**Data Ownership and Intellectual Property:** All processed data, interpretations, and derivative works resulting from the project remain the property of MEMR. The contractor will not retain any rights to replicate, analyse, or otherwise use MEMR's data beyond the project's objectives and agreed-upon deliverables.

**Protection of Proprietary Methods:** While MEMR retains rights to project data, the contractor may protect any proprietary deblending (inversion based) algorithms, tools, or methods used in data deblending (inversion based). However, the use of such proprietary methods must not impede MEMR's access to or use of the final processed data and deliverables.

### **Incident Response and Breach Notification**

**Data Breach Notification:** In the event of any suspected or confirmed data breach, the contractor must notify MEMR immediately, outlining the nature of the breach, the data potentially affected, and initial containment actions taken.


**Incident Response Plan:** Contractors must provide MEMR with an incident response plan detailing how they will contain, investigate, and mitigate data security incidents. This includes identifying affected data, assessing the breach's impact, and implementing corrective measures to prevent future incidents.

### **Regulatory Compliance and Legal Obligations**

**Compliance with Jordanian Laws:** The contractor is responsible for ensuring compliance with all relevant Jordanian data protection, cybersecurity, and regulatory laws throughout the project. Any legal obligations regarding data handling and employee confidentiality in Jordan must be strictly observed.

**Adherence to MEMR Policies:** Beyond local legal requirements, contractors must comply with any specific MEMR policies governing data confidentiality and security. This includes adherence to MEMR's requirements for data residency, access control, and risk management.

END OF SECTION "B"

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**SECTION "C":  
CONTRACT PRICE AND  
PAYMENT PROVISIONS**





## **SECTION "C": CONTRACT PRICE AND PAYMENT PROVISIONS**

### **1. CONTRACT PRICE**

1.1 As full and complete compensation for performing the DEBLENDING (INVERSION BASED) 3D seismic in accordance with MEMR-approved program, MEMR shall pay CONTRACTOR the Amount as Pricing Agreed, as applicable. MEMR shall pay CONTRACTOR them to this Section "C" as full compensation or each of the following services as defined in this Contract when requested or authorized in writing by MEMR in accordance with the terms of this Contract.

1.2 Except as otherwise provided in this Section "C", all other rates under this Contract shall also include all premiums and, in general, everything necessary for the complete performance of the WORK, in full compliance with the Contract.

1.3 Each rate specified in Pricing Attachment I to this Section "C", is firm for the duration of the Contract and is not subject to escalation for any reason. No adjustments in the rates shall be made as a result of changes in the relative values of any currencies.

### **2. INVOICING AND PAYMENT**

3.1 CONTRACTOR shall invoice MEMR for

a) Any rate Amount that CONTRACTOR becomes entitled to receive in any month.

b) Any other amount that CONTRACTOR becomes entitled to receive in any month, on or before the tenth day of the month following the month in which such amount becomes due and payable. All invoices submitted by CONTRACTOR should state in both words and numbers the net amounts payable. Invoices including WORK initiated by Contract Release PO shall be accompanied by copies of all Contract Release POs or which CONTRACTOR is seeking payment in full or in part. Each invoice shall specify and explain the categories and quantities of WORK performed or which CONTRACTOR is seeking payment at any work unit rates.

3.2 CONTRACTOR shall invoice MEMR in the currency set forth in Pricing Attachment I of this Section" C" and shall be paid in in U.S. Dollars.

3.3 CONTRACTOR'S invoices shall be submitted in quadruplicate to:

**Ministry of Energy and Mineral Resources (MEMR)**  
**Telephone: +962-79- 6888488**  
**Fax: +962-6-5865714**  
**1st E-mail: Bahjat.Aladwan@MEMR.GOV.JO**  
**2nd E-mail: Jalal.Nassar@MEMR. GOV.JO**  
**3<sup>rd</sup> E-mail: Issa.AdnanHajeer@MEMR.GOV.JO**  
**Swaifeya - 7th Circle P.O.Box 140027**  
**Amman 11814**  
**The Hashemite Kingdom of Jordan**

or such other addressee and location as MEMR may direct in writing.

3.4 After certification of each invoice by MEMR Representative , MEMR shall pay within 45 days from the date of receiving the invoice a ninety percent (90%) of the sum due. Sums retained pursuant to this Paragraph shall be paid to CONTRACTOR.



3.5 Following Contract completion and after fulfilment by CONTRACTOR of all its duties and obligations under this Contract, CONTRACTOR shall furnish MEMR with:

3.5.1 A final invoice or amounts retained under Paragraph 3.4 above; and

3.5.2 A Final Release Agreement discharging MEMR from all liabilities, obligations and claims arising out of or under this Contract, except for final payment and any surviving obligations as defined in Section "A".

3.5.3 Proof satisfactory to MEMR that there are no unsatisfied third-party claims or other indebtedness existing in connection with the WORK (or if such claims or indebtedness exist, indemnities sufficient to hold MEMR harmless from any liability connected with said claims or indebtedness); and

3.6 After MEMR's receipt of the foregoing documents MEMR shall pay CONTRACTOR'S final invoice.

All payments from MEMR to CONTRACTOR relative to this Contract shall be made by wire transfer to CONTRACTOR'S bank account within Forty Five (45) calendar days after the Contractor invoice received. CONTRACTOR shall submit in writing to MEMR Treasurer's Organization, at the address specified in Paragraph 3.3 above, the following information regarding the bank account to which CONTRACTOR proposes all MEMR payments relative to this Contract be deposited:

- Bank Name
- Bank Address
- Bank Account Number and IBAN or Routing Transit Number (if applicable)
- Name, Position, Telephone Number and Fax Number of
- CONTRACTOR'S contact person.

MEMR shall have the right to approve or reject the bank proposed by CONTRACTOR and request CONTRACTOR to propose a different bank.

MEMR shall not be liable for delays in the transmission of payments to CONTRACTOR'S bank account due to reasons not within MEMR's control. MEMR shall have the right, at its sole discretion, to issue any or all payments to CONTRACTOR relative to this Contract by check instead of by wire transfer. In such case, MEMR shall issue such check(s) at MEMR's offices in Amman- Jordan.

#### **4. MEMR AUDIT RIGHTS**

CONTRACTOR and its affiliated companies shall maintain books, records, correspondence, instructions, plans, drawings, receipts, vouchers, memoranda and other evidence (the foregoing constitute "records" for the purpose of this Paragraph). According to such accounting procedures and practices as are satisfactory to MEMR, sufficient to accurately and properly reflect DEBLENDING (INVERSION BASED) seismic services time and unit quantities invoiced to MEMR under this Contract at compensation rates payable under Pricing Attachments, and the disposition of any material, tools or equipment provided by MEMR to CONTRACTOR. MEMR, or any firm of auditors appointed by MEMR, shall have access, at all reasonable times, to all such records for the purpose of auditing and verifying costs or for any other reasonable purpose, and shall have the right to reproduce any such records. CONTRACTOR shall preserve and make available all such records for a period of two (2) Gregorian years after expiration or termination of this Contract; provided, however, if any such records are or may be required to resolve any claim or arbitration pursuant to this Contract. the period of retention and the rights of access and examination described in this Paragraph shall continue until final disposition of such claim or arbitration SETOFF. MEMR may deduct from amounts which are due and payable to CONTRACTOR under this Contract any amounts which are due and payable to MEMR by CONTRACTOR under this or any other contract between the Parties.



## Section C.

### GUARANTEES

#### Performance Guarantee

The Tenderer who is awarded the Tender shall call in at the Employer's Office within (14) days from the date of award to sign the Contract Agreement. The successful Tenderer shall submit to the Employer a Performance Guarantee as per the enclosed form, in the sum stated in the Appendix to Tender drawn on an approved registered bank in Jordan, as surety for the Contractor's fulfilment of his contractual obligations. If the Tenderer should delay or refuse to sign the Contract Agreement, or if he is unable to present the required Performance Guarantee, then the Employer shall have the right to forfeit the Tender Bond enclosed with his Tender without resort to the Courts, and the Tenderer shall have no right to claim for the said Tender Bond or any compensation thereof.

#### C1. FORM OF TENDER

##### DEBLENDING (INVERSION BASED) FOR 3D SEISMIC DATA ACQUISITION IN JAFER

Ministry of Energy and Mineral Resources (MEMR)  
Attention: Secretary General of the Ministry of Energy and Mineral Resources  
Telephone: +962-6- 5803060  
Fax: +962-6-5865714  
1st E-mail: generals@memr.gov.jo  
2nd E-mail: hana.alzuabi@memr.gov.jo  
Swafeya - 7th Circle P.O.Box 140027  
Amman 11814  
The Hashemite Kingdom of Jordan

1. THE UNDERSIGNED TENDERER, having familiarized itself with the Work required by the Tender Documents, the sites where the Work is to be performed, local labor conditions, and all laws, regulations and other factors affecting performance of the Work, and having satisfied itself of the expense and difficulties attending performance of the Work.

HEREBY PROPOSES and agrees, if this Tender is accepted, to enter into Agreement on the form attached to perform all Work, including (1) the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and remedy of any defects therein; (2) to furnish all materials, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and (3) to furnish securities, insurance and submittals; all as indicated or specified in the Tender Documents. Such Work shall be performed or furnished by Contractor for the total base Tender of (DEBLENDING (INVERSION BASED) 3D seismic in JAFER 4281 km<sup>2</sup> ):

-----US Dollars

(Amount Written in Words)

----- US Dollars, including (16%) sales taxes and custom duties and (11%) value added taxes (VAT) and (0.0075) stamp revenue. The Ministry will deduct all the value of the tax from the advance payments to the contractor.

2. The undersigned Tenderer agrees to furnish the required Letter of Bank Guarantee as Security in the amount specified in the Appendix to the Form of Tender for the due performance of the Contract.

3. The Tenderer agrees to abide by this Tender for the period of 120 calendar days from the date fixed for receiving the same and its Tender shall remain binding and may be accepted at any time before the expiration of





that period, or any such extension of the Tender Validity Period that the Tenderer and Employer may agree in writing.

4. Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance thereof by the Employer, shall constitute a binding contract between the Tenderer and the Employer.

5. The Tenderer understands that the Employer reserves the right to reject any or all Tenders and to waive informalities and irregularities in the Tenders received if it appears in the Employer's best interest to do so. We also understand that you are not bound to accept the lowest or any tender you may receive.

6. The undersigned Tenderer acknowledges receipt of the following Addenda, which have been considered in the preparation of this Tender:

No                      Dated                      Signed \_\_\_\_\_

No                      Dated                      Signed \_\_\_\_\_

No.                      Dated                      Signed \_\_\_\_\_

Tenderers are required to fill in all blank spaces in these forms.

SIGNATURE OF TENDERER

Dated in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

doing business as: \_\_\_\_\_

Title: \_\_\_\_\_ (SEAL & ATTEST or equivalent)

Business Address of Tenderer \_\_\_\_\_  
\_\_\_\_\_



## C2. APPENDIX TO TENDER

### TENDER PR FOR 3D SEISMIC DATA ACQUISITION IN JAFER

No	Description	Requirements Note: US signifies US Dollars	Reference
1	Tender Bond	20000 US Dollars	
2	Performance Guarantee	(10%) of Contract Value	Section "C"
3	Effective Date	Date of Signing the contract.	
4	Specified Time for Completion	( <b>CONTRACTOR to complete</b> ) Calendar Days from Commencement Date	As per the approved schedule plan which submitted by (ARGAS) to MEMR/ Approximately one year
6	Percentage of Retention	(10%) of Payment Due	Section "C"
7	Specified Period for payment	Not to exceed 45 Days from receiving invoicing date	Section "C"
9	Governing Law	Jordanian Laws in effect	Section "D"
10	Ruling Language	English and Arabic	
11	Language for Communications	English and Arabic	



### **C3. FORM OF TENDER BOND**

DEBLENDING (INVERSION BASED) FOR 3D SEISMIC DATA ACQUISITION IN JAFER

#### **Form of Bid Security**

**Beneficiary:**

**Date:**

[Insert date of issue]

**BID GUARANTEE No.:**

[Insert guarantee reference number]

**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 (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 defences, 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 4 months from closing 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.

This Guarantee is subject to laws enforced in Jordan.

Place, date

Guarantor's authorized signature(s)





**C4. FORM OF PERFORMANCE GUARANTEE**

**PERFORMANCE SECURITY**  
(PERFORMANCE GUARANTEE / BANK GUARANTEE)

To \_\_\_\_\_

We have the pleasure to inform you that our bank,

\_\_\_\_\_

has guaranteed, by a financial guarantee, the Contractor,

\_\_\_\_\_

for the sum of

\_\_\_\_\_ USD ,

(Amount written in words)

as performance guarantee to ensure the execution and completion of the Works of the \_\_\_\_\_ project in accordance with the Contract Conditions.

We undertake to deposit with you the said amount or any part thereof upon your first demand, without warning or reservation or any other condition, and notwithstanding any objection on the part of the Contractor, but stating the reasons that the Contractor has failed or refused to carry out or perform the Contractor's obligations in accordance with the Contract.

This Guarantee shall remain valid as of the date of issuance, which is reckoned to be in the month of \_\_\_\_\_ of the year \_\_\_\_\_ unless the Employer requests the extension or renewal of this guarantee.

Issued in \_\_\_\_\_

Signature of Guarantor / Bank \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

Endorsed by: \_\_\_\_\_  
(Name of Jordanian Bank)

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Seal of Endorsing Bank:

**This Guarantee is subject to laws enforced in Jordan.**



**END OF PERFORMANCE SECURITY FORM**

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Section C. Attachment I

Section C. Attachment I					
Line Item	Description	Quantity	Unit	USD	Note
1	CONTRACT PRICE				
1.1	full and complete for performing DEBLENDING 3D seismic	1	Sum	\$	

END OF Section "C"

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**SECTION "D"**  
**SETTLEMENT OF DISPUTES AND**  
**CHOICE OF LAW**

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a series of loops and a horizontal line.

## **SECTION "D"**

### **1. CHOICE OF LAW**

The laws of Hashemite Kingdom of Jordan shall control the interpretation and the performance of this Contract and any other agreements arising out of or relating to it, regardless of where this Contract shall enter into force or shall be performed

### **2. SETTLEMENT OF DISPUTES**

Any dispute, controversy or claim arising out of or relating to this contract or any other agreements arising out of or relating to it, and which is not settled by an amicable agreement between the two parties, shall be referred to the Jordanian judiciary. The rules and basis of Jordanian Law will be part of this Contract.

END OF SECTION D

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized 'X' or '6' shape, and the second is a more complex, cursive signature.

**SECTION "E"**  
**TAXES. DUTIES AND RELATED**  
**OBLIGATIONS**





## **SECTION "E"**

### **TAXES, DUTIES AND RELATED OBLIGATIONS**

#### **1. REGISTRATION**

CONTRACTOR warrants that it is duly license, registered or otherwise qualified to do business within the Hashemite Kingdom of Jordan or outside it and to perform the WORK contemplated under this Contract.

#### **2. TAX LIABILITY**

CONTRACTOR shall be fully liable for and pay, without reimbursement from MEMR, all taxes, levies, fines, penalties, assessments and fees of every kind and nature, or increases in the foregoing, imposed on CONTRACTOR as result of CONTRACTOR'S performance of the WORK or in connection with income earned by CONTRACTOR under this Contract. MEMR will also deduct the tax from the contractor's invoice.

#### **3. TAX CERTIFICATES**

3.1 CONTRACTOR hereby agrees to present to MEMR, promptly after the commencement of this Contract and at the beginning of each Calendar year or applicable fiscal period thereafter, a certificate from the Jordanian Customs. Tax and Income Tax Directorate, which certifies that CONTRACTOR has submitted its final Tax Declaration through the previous year period. Entitles the CONTRACTOR to receive payments until its expiry date. Notwithstanding anything contained elsewhere in this Contract to the contrary, no invoice of any kind shall be pay until such a certificate, covering the previous fiscal period, has been receive by MEMR. Pending delivery to MEMR of any such certificate, however, CONTRACTOR shall continue to perform diligently and to fulfil all obligations under the Contract.

3.2 MEMR shall also withhold payment of CONTRACTOR'S final invoice under this Contract until CONTRACTOR has presented to MEMR a certificate from the Jordanian Customs, Tax and Income Tax Directorate, which confirms that all applicable Tax and company income tax obligations have been pay by CONTRACTOR through the applicable fiscal period in which the final invoice submitted.

3.3 All tax certificates shall be delivered to:

**Ministry of Energy and Mineral Resources (MEMR)**  
**Attention: Secretary General of the Ministry of Energy and Mineral Resources**  
**Telephone: +962-6- 5803060**  
**Fax: +962-6-5865714**  
**1st E-mail: generals@memr.gov.jo**  
**2nd E-mail: hana.alzuabi@memr.gov.jo**  
**Swai Feyya - 7th Circle P.O.Box 140027**  
**Amman 11814**  
**The Hashemite Kingdom of Jordan**

#### **4. DELINQUENT TAXES**

If MEMR is notified in writing by the Hashemite Kingdom of Jordan Government to withhold any taxes (including, but not limited to, company income taxes, sale taxes), fines or related obligations from any amounts due to CONTRACTOR pursuant to this Contract, MEMR shall withhold such amounts and CONTRACTOR hereby agrees to release MEMR from and indemnify and hold MEMR harmless against any liability of any nature whatsoever arising out of or by reason of such withholding. MEMR will notify CONTRACTOR as soon as practicable upon receipt of any such notice. Should MEMR be requested to pay any of CONTRACTOR'S



taxes, fines or related obligations, CONTRACTOR shall reimburse MEMR of any payments so made, or alternatively, at MEMR's option, MEMR may set off any such sums it has paid to the Hashemite Kingdom of Jordan Government against any sums due CONTRACTOR or which hereafter may become due CONTRACTOR under this Contract or any other contract which CONTRACTOR may have with MEMR at any time. The provisions of this Paragraph are continuing ones and their continuing, binding effect shall survive the expiration or termination of this Contract.

## **5. CUSTOMS CLEARANCES AND DUTIES**

5.1 MEMR shall endeavour to secure, and shall pay for, all clearances, permits, licenses and any governmental authorizations required by the Jordanian Government which must be in MEMR's name, and which are necessary for the Import, or export of any MEMR supplied materials.

5.2 CONTRACTOR shall endeavour to secure, and shall pay or, without reimbursement from MEMR, all clearances, permits, licenses and any governmental authorizations required by the Jordanian Government which must be in CONTRACTOR'S name, and which are necessary for the import or export CONTRACTOR'S equipment, tools and related property to be used by CONTRACTOR in connection with the WORK and any CONTRACTOR-supplied materials.

5.3 CONTRACTOR shall pay, without reimbursement from MEMR, all customs duties, transportation fees, port fees, quarantine fees and any other fees, levies, assessments, fines or charges of every kind and nature required or levied by the Jordanian Government or by any other government on CONTRACTOR'S equipment, tools, and related property to be used by CONTRACTOR in connection with the WORK and on any CONTRACTOR-supplied materials.

5.4 CONTRACTOR or CONTRACTOR'S personnel shall pay, without reimbursement from MEMR, all customs duties, fees, levies, assessments, fines and charges of every kind and nature required or levied by any government on the persons or possessions of CONTRACTOR'S personnel.

## **6. REIMBURSEMENT TO MEMR**

If MEMR is ordered by any governmental authority in Jordan to pay any sum of money in satisfaction of any debt or obligation in Jordan of CONTRACTOR, any subcontractor, or the personnel of either of them, MEMR shall give CONTRACTOR written notice of its payment. CONTRACTOR shall reimburse MEMR for the amount paid upon receipt of MEMR's billing and evidence of the governmental order which required MEMR to make the payment.

END OF SECTION E

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