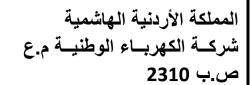
THE HASHIMITE KINGDOM OF JORDAN NATIONAL ELECTRIC POWER CO.

P.O. BOX 2310

AMMAN 11181



عمان 11181



TENDER NO. 22/2024

SUPLLYING A TRUCK MOUNTED WITH ISOLATED TELESCOPING ARIAL BOOM FOR LIVE LINE MAINTENCE FOR (420 KV or Above) (50 Hz)

- 1. Invitation To Tender.
- 2. Instructions To Tenderers.
- 3. Forms of Tender.
- 4. Conditions Of Contract.
- 5. Technical specification and drawings.

.....

.....

- 6. Technical Schedules.
- 7. Price Schedules.

TENDERER

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SECTION (1)

- INVITATION TO TENDER

- TENDER ACKNOWLEDGEMENT

INVITATION TO TENDER

The National Electric Power Company (NEPCO) intends to have a loan and /or from NEPCO's own sources towards the cost of supply a Truck Mounted with Isolated telescoping Arial Boom to be used for live line maintenance of overhead transmission lines.

The National Electric Power Company hereby invites sealed Tenders from eligible Tenderers for design, manufacture, inspection, testing, packing for export, supply DAP (NEPCO's warehouses at Amman South), setting to works and **guarantee for at least (60000) kms or** (36) months whichever shall be the earlier and periodical maintenance (12) months from the date of receipt at site and/or NEPCO's warehouses.

Interested Eligible Tenderers may obtain further information at the office of:

National Electric Power Company PO Box 2310 11181 Amman Jordan

Telephone: +(962) 6-5858615 Telefax: +(962) 6-5818336

A complete set of Tender Documents may be purchased by any interested eligible Tenderer on application to the above and upon payment of a non-refundable fee of **JD 300** (**Three hundred Jordanian Dinars**).

The enclosed Tender Acknowledgement should be returned to the National Electric Power Company.

Tenders must be delivered to The Tenders Committee (in the form of two envelopes, one envelope for Eligibility, Technical and Financial offer and one envelope for Bid Bond), National Electric Power Company at the above address not later than 14.00 noon Amman time on

All Tenders must be accompanied by a Tender Guarantee in the amount of **JD 27000** (**Twenty Seven Thousand Jordanian Dinars**) in the form of a Bank Guarantee issued directly by an approved Bank located in Jordan and in the form provided in the Tender Documents.

TENDER ACKNOWLEDGEMENT

National Electric Power Co P.O. Box 2310 11181 Amman Jordan

Telefax: 00 +(962) 6-5818336

Attention: The Managing Director,

Dear Sirs

We the undersigned

Acknowledge receipt of the Tender Documents for Tender Number (22/2024) comprising one copy of each of the following:

- Invitation for Tenders, Instructions to Tenderers, Conditions of Contract and Tender Forms.
- Technical Specification and Drawings.
- Technical Schedules.
- Price Schedules.

We wish to receive any further information concerning this Tender at the following address:

Name:

Address:

Our local agent in Jordan is:

Name:

Address:

In case of not submitting this form to NEPCO before closing date, it is the Tenderer responsibility of not receiving correspondence, amendments to the tender, addendums... etc.

SECTION (2)

INSTRUCTIONS TO PERSONS TENDERING

INSTRUCTION TO PERSON TENDERING

1. The Tender shall be made in one copy on the accompanying form of tender with all blanks therein and in all the Schedules duly filled up in ink and signed, The Tender price shall include all incidental and contingent expenses. In particular, the Form of Tender must be completed and signed without alteration.

Tenderers are particularly directed that the amount entered on the Form of Tender shall be a fixed price for performing the Contract strictly in accordance with the bond document and shall be the sum total of all the amounts printed into and entered by the Tenderer upon the Schedule of Prices.

Should the Tenderer consider that he can offer any advantages to the purchaser by a modification to the Specification he may draw attention to such by an attached document stating the change in the amount of his Tender if such modification is accepted by the Purchaser, but the total entered on the Form of Tender shall be such as represents complete compliance with the bound document.

- 2. No alteration shall be made in the Form of Tender or in the Schedules there to except in filling up the blanks as directed, If any such alteration to be made or if these Instructions will not be fully complied with the Tender may be rejected. The Tenderer, however, is at liberty to add any further details that he may deem desirable and, in the event of his so doing, shall print or type such details and annex the added matter to the Tender submitted by him. Such additional details shall not be binding upon the Purchaser unless they shall be subsequently incorporated in the Contract.
- **3.** The Tenderer shall submit with his Tender in order of the relevant clauses, a statement of any departures from the Specifications. Notwithstanding any description, drawings or literature which may be submitted, all details other than those in the Statement of Departures shall be assumed to be in accordance with the Specifications.
- **4.** Although IEC Recommendations and British Standards for workmanship, equipment and materials, have been selected in this Specification as a basis of reference, standards and specifications of other countries and recommendations of other international standard organizations will be acceptable provided they are substantially equivalent to the designated Standards and provided furthermore that the Tenderer submits for approval Specifications which he proposes to use.
- **5.** References to brand names or catalogue numbers, if any, in this Specification have been made only for that equipment for which it has been determined that a degree of standardization is necessary to maintain certain essential features, In certain

instances such references have also been made for purpose of convenience to specify the requirements. In either case, offers of alternative goods which have similar characteristics and provide performance and quality at least equal to those specified are acceptable.

6. <u>Pre-Tender Meeting and Site Visit (Not Applicable):</u>

- **6.1** The Bidder is advised to attend the pre-bid meeting and site visit. A pre-bid meeting and site visit shall be held as mentioned in the invitation letter in NEPCO offices.
- **6.2** The Bidder is advised to visit and examine the site and surroundings where the Facilities are to be installed and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.
- **6.3** The Bidders shall visit the site and make himself aware of the details of the existing system/facilities. Modification work at the associated substations shall be compatible with the existing system, site visit is a must during bidding stage, the bidders are responsible to arrange for such site visit and such site visit will also be approved by NEPCO.
- **6.4** Where the Bidders and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, the Bidders, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury (whether fatal or otherwise), loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
- **6.5** Failure to investigate the Site shall not relieve the Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the Works.
- **6.6** If the site visit cancels a report of the site visit carried out by NEPCO will be provided.
- 7. In the event that the intending signatory does not manufacture one or more of the main sections of equipment and materials, then the Tender submitted should give evidence to show that all the obligations imposed by the documents on the intending signatory have been fully understood and accepted, where applicable, by the manufacturer (s) to whom it would be intended to subcontract one or more of the main sections of the equipment and materials.
- **8.** If the Tenderer has any doubt as to the meaning of any portion of the General Conditions or the Specifications or Drawings, he shall when be submitting his Tender, set out in his covering letter the interpretation on which he relies.

- **9.** The purchaser does not bind himself to accept the lowest or any tender, nor to assign any reason for the rejection of any tender, nor to purchase the whole of the equipment and materials specified.
- **10.** The purchaser will not be responsible for, nor pay for, any expense or loss, which may be incurred by a Tenderer in the preparation of his Tender.
- **11.** One copy of the Tender, and its accompanying documents, filled up as directed, together with the drawings called for must be enclosed in a secure envelope endorsed (Tender for Contract No. 22/2024, should be submitted to the Managing Director, National Electric Power Company, P.O. Box 2310, Amman 11181 The HASHEMITE KINGDOM OF JORDAN, by the time stated in the covering letter.
- 12. No tender received after that time will be considered.
- **13.** All correspondence in connection with this Tender and Contract and all matter accompanying the Tender which is relevant to its examination shall be in the English language and expressed in metric units.
- 14. The Tender is to be held open for acceptance or rejection for a validity period of (<u>90</u>) days from the time fixed for opening the Tenders.
- **15.** A non-refundable fee of JD (**300 Jordanian Dinar**) will be charged for each set comprising one copy of the Tender Documents.
- 16. The Tender shall be accompanied by a Tender Bond in the form of a Bank Guarantee valid for at least 90 days from the time fixed to Tender closing date, or a certified cheque in favour of and payable to the Purchaser for a sum of JD 27000 (Twenty Seven Thousand Jordanian Dinars) as guarantee of good faith.
- 17. This Bond is to be issued by any approved Bank in Jordan. The Bond will be returned to the unsuccessful Tenderer according to Regulation No. (8) For the year 2022 Government Procurements Regulation. In the case of the successful Tenderer the Bond will, subject to the Conditions of Contract, be returned as soon as a formal Contract Agreement and a performance Bond have been entered into.
- **18.** Tenders received prior to the time fixed for opening will be securely kept, unopened. Tenders received after that time will be rejected. The Purchaser bears no responsibility for premature opening of Tenders not properly addressed or identified.
- **19.** Tenders may be withdrawn by formal request received in writing from the Tenderer prior to the time fixed for opening. If for any reason the Tender should be withdrawn after the time fixed for opening and before expiry of the said validity period, the Purchaser has the right to retain the full value of the Tender Bond.
- **20.** A) Any arithmetical error shall be corrected by a decision of the procurement committee and the bidder must be notified accordingly, provided that the arithmetical corrections are as follows:
 - 1. In the event of a discrepancy between the unit price and the total amount, the unit price shall be adopted and the total price shall be corrected accordingly unless there is clear evidence that the decimal point is misplaced.

- 2. If there is an error in the total amounts in the Bill of Quantities as a result of the addition and subtraction processes of the sub-totals, the subtotals shall be adopted and the total price shall be corrected accordingly.
- 3. In the event of a discrepancy between the unit price, in figures and in writing, the unit price that mentioned in writing shall be adopted unless the procurement committee finds a basis for the adoption of the price mentioned in figures.
- 4. If any bidder does not accept the correction of the errors after the analysis and evaluation, its submission shall be excluded and the bid bond shall be forfeited by a decision of the procurement committee.
- 5. If the bidder has not priced one or more of the items in the works and technical services tendering, these unquoted items shall be considered to be loaded on the other items of the tender, and the bidder shall execute them free of charge, if the tender has been awarded to it, whether the bidder attaches or does not attach those items in the tender.

B) Subject to the provisions of paragraph (a) of this Article, the basis for the examination of submissions included in the unified works contract for the construction projects shall be adopted.

- **21.** Where compliance with a specific Standard Specification is called for the Standard Specification used shall be that in force at the time of Tender.
- **22.** The successful Tenderer shall abide by the commercial and professional regulations as required by the Ministry of Industry & Trade, Engineering Association, Jordan contractor's association and other relevant Institutions in Jordan. (If applicable).
- **23.** The Tenderer may state the Tender Price in Jordanian Diners. If, however, a portion of the Tenderers expenditure under the Contract is expected to be made in countries other than Jordan he may state a corresponding foreign currency portion of the Tender Price in the currencies of those other countries.
- **24.** Tender evaluation will be consistent with the terms and conditions set for in the Tender documents.

In addition to the Tender Price, adjusted to correct arithmetical errors, other relevant factors such as the time of completion of delivery or construction, operating costs where applicable or the efficiency and compatibility of the equipment, the availability of service and spare parts, and reliability of construction methods proposed will be taken into consideration to the extent and in the manner specified in the Tender documents, in determining the evaluated Tender most advantageous to the Purchaser.

- **25.** For comparison of all Tenders, the currency or currencies of the Tender Price for each Tender will be valued in terms of Jordan Dinars. The rates of exchange to be used in such valuation will be the selling rates published by the Central Bank of Jordan, and applicable to similar transactions, on the day of Tenders closing date unless there should be a change in the value of the currencies before the award is made. In the later case, the exchange rates prevailing at the time of the decision to notify the award to the successful Tenderer may be used.
- **26.** Stamp duty and award fees are payable on Jordanian Contracts according to Jordanian laws, it is the Contractor's responsibility to purchase legal stamps to the

requisite amount depending on the Contract Value, these fees should be paid within 10 days of the date of LOA and before signing the contract to the Ministry of Finance, otherwise penalties will be imposed according to laws and regulations.

If the final contract price is increased during or after completion of the works, contractor shall pay extra stamp duty and award fees proportional to the amount of increase.

27. Before signing the contract and within 28 days from date Letter of Award, the successful Tenderer shall furnish an irrevocable and unconditional Performance Bond of (10%) of the total contract price in the form given and in the same contract currency, and you are required to extend the validity of the Bid Bond until the Performance Bond has been established and accepted by NEPCO.

The Performance Bond shall be valid for a period expiring at least one month after receipt of the last CONSIGNMENT at site or NEPCO warehouse and shall still enforce until submission of the maintenance Guarantee for the Guarantee Period.

Failure of the successful Tenderer to comply with the requirements of above Sub-Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

If any variation order has been issued to increase the contract price during the contract duration, the contractor must increase the performance bond to the value of (10%) of the increased amount.

The contractor shall seek for releasing Performance Bond upon fully finalized all contractual terms required and submit of maintenance Guarantee.

- **28.** For overseas transport, the Contractor and his sub-contractors Suppliers and Manufacturers shall give priority to Jordan National Line Co., and to Arab shipping companies and their subsidiaries for, the shipping of goods, materials and Plant provided such companies ships call at the port of export. The Contractor shall also give priority to the Royal Jordanian Airlines for airfreight shipment and transport of personnel. Shipment by sea freight must be on direct and regular (liner) vessel less than 15 years old at the time of shipment. The vessel should be classified and in accordance with (ISM) code and should be a member in the P&I club
- 29. Any further information may be obtained on application in writing to:-Managing Director National Electric Power Company, P.O. Box 2310, Amman, 11181 The Hashemite Kingdom of Jordan.
- **30.** The Contractor should print NEPCO Stock Code No. on the supplied Materials which can be obtained in due time.
- **31.** The bid bond shall be submitted either by the supplier or by the vendor on behalf of supplier in condition that he is fully authorized by Power of attorney letter from the supplier.
- **32.** Tenderer must submit country of origin and name of manufacturer for the offered goods.

- **33.** Tenderer shall submit his offer based on single price.
- **34.** Tenderer must fill the schedules of bill of quantities incorporated with breakdown prices of this tender.
- **35.** Tenderer must complete the technical data sheets of this tender.

36. Insurance:

NEPCO undertakes to insure all the shipped materials and equipment's with local Jordanian companies against all risks from the time they leave the works until they are delivered at site or at NEPCO warehouse.

The contractor must provide full details of the material to be dispatched in good time for NEPCO to arrange for marine insurance before material is actually dispatched.

37. Payments:

Terms of payment for this contract will be strictly according to paragraph No.8 (Terms of Payment) of General Conditions of the Contract.

38. Contract Incoterms:

For execution of this contract, the chosen incoterms are as follows:

"DAP (NEPCO's warehouses at Amman South) - Jordan Incoterms 2020"

Where the applied incoterms is "DAP" the following conditions must be taken in consideration:

- a. Destination terminal charges, and customs broker clearance fees, and delivery to buyer destination charges and delivering carrier unloading charges shall be borne and paid by the Contractor.
- b. Custom fees and Sales Tax (if any) related to the shipped materials shall be borne by the Employer and to be paid to the Contractor upon submitting substantiating documents.
- c. Sales Tax (if any) related to the locally purchased materials, goods or services shall be borne by the Contractor.
- d. Customs Duty Guarantees shall be responsibility of the Contractor.

39. This document is subject to the provisions and instructions of the Government Procurement Regulation No. (8) Of 2022.

40. Domestic preference

Where Tenderers propose to import materials, equipment and supplies which are to be incorporated in the Works and those materials, equipment and supplies could be manufactured locally or have a substitute available from local products, then the Employer shall add (15%) to the price of that specific item for the purpose of Evaluation. The Tenderer shall be solely responsible to investigate which materials, equipment and supplies could be manufactured locally or have a substitute available from local products.

41. Tenderers Eligibility and Qualification:

In order to satisfy the requirements for eligible experience, the Bidder shall provide documentary evidence to establish:

- A. That, in the case of a Bidder offering to supply equipment under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of the plant and equipment to supply them in the employer's country for this specific tender.
- B. Documentary evidence of the Bidders qualification to perform the Contract and the Bidder has the **financial and legal capacity** necessary to perform the contract. In particular, it is required that:
 - The bidder has the financial capability (financial statements with good level of the financial ratios (liquidity, profitability, activity "operation" and coverage) Financial statements for the last 3 years to be provided, supported with certified independent public accountant reports.
 (Appendix 1 and 2 to be filled)
 - 2) Commitment to the implementation of all obligations, including the payment of taxes and social security allowances (**If Applicable**).
 - 3) Not to have a conflicting interest affecting the conclusion of the procurement contract.
 - 4) Not to be of those who are banned from participation in procurement processes under the provisions of this regulation.
 - 5) Any other conditions required by the instructions issued under the provisions of this regulation.
- C. Documentary evidence of the Bidders qualification to perform the Contract and the Bidder has the **technical capacity and production capability** necessary to perform the contract. in particular, it is required in two parts:

• Part one for the truck and aerial lift:-

- The Bidder shall have completed facilities involving equipment's rated as specified, or greater, of equivalent complexity, on at least three previous assignments in the last 15 years (2009 2023) from different countries.
- The Bidder shall provide documentation for the three previous assignments, certified by the owner (End user), at least three certificates from different countries to show that the equipment to be supplied, having the specified technical specifications and the same place of manufacture, is also in successful commercial service for a minimum of two years within the last 15 years (2009 to 2023).

- End user certificate should be Certified (signed and stamped) by the owner of the plant (end user) not from the contractor in English language, printed officially and stamped and show clearly the following, otherwise, they will be rejected:
 - 1. Name of customer/company and complete address where equipment is installed.
 - 2. Date of issuance of certificate.
 - 3. Date of put in operation.
 - 4. Rating, capacity of related equipment.
- (Appendix 3 to be filled).
- Original certificates maybe returned, if required by bidder.

<u>Part two for the isolated boom:-</u>

- The Bidder shall have completed facilities involving equipment's rated as specified, or greater, of equivalent complexity, on at least three previous assignments in the last 15 years (2009 to 2023) from different countries.
- The Bidder shall provide documentation for the three previous assignments, certified by the owner (End user), at least three certificates from different countries to show that the equipment to be supplied, having the specified technical specifications and the same place of manufacture, is also in successful commercial service for a minimum of two years within the last 15 years (2009 to 2023).
- End user certificate should be Certified (signed and stamped) by the owner of the plant (end user) not from the contractor in English language, printed officially and stamped and show clearly the following, otherwise, they will be rejected:
 - 1. Name of customer/company and complete address where equipment is installed.
 - 2. Date of issuance of certificate.
 - 3. Date of put in operation.
 - 4. Rating, capacity of related equipment.
- (Appendix 3 to be filled).
- Original certificates maybe returned, if required by bidder.
- **Full Type Test for isolated boom similar of the offered isolated boom should be submitted with the offer**. Type test reports should not be older than 10 years and shall be issued from recognized independent international laboratories accredited according to ISO/IEC. The test should be according to the latest ANSI/SIA, ASTM, and/or other relevant international standards as may be approved and shall satisfy OSHA.

The Type Test reports for the (isolated boom) shall be in English language and accompanied by the drawings of equipment tested.

Otherwise, the contractor shall implement new Full Type Test by approved third party recognized independent international laboratory accredited according to ISO/IEC and witnessed by two inspectors from NEPCO's engineers.

Failure to supply the required qualification documentation (i.e. equipment end user certification bidders' qualifications documentation) to the satisfaction of the employer results in rejection of the tender.

SECTION (3)

FORMS OF TENDER

FORMS

- Form of Tender
- Form of advance payment guarantee
- Form of tender Guarantee
- Form of Performance Guarantee
- Form of Maintenance Guarantee
- Form of Declaration for Prohibited Payments
- Form of Declaration for Other Payments
- Form of Request for Shipping Release
- Form of Inspection Certificate
- Form of Manufacturer's Authorisation
- Form of declaration of Undertaking
- Form of Manufacturer's Responsibility Statement

FORM OF TENDER

Managing Director National electric Power Company, P.O. Box 2310, Amman, 11181 The Hashemite Kingdom of Jordan.

Dear Sir,

1. Having examined the conditions of contract, Specifications and Schedules for the above Works, we, the undersigned, offer to manufacture, design, engineering, supply of works, and deliver the equipment described in the Specifications and Schedules and in accordance with the said Conditions of the Contract, for the sum of

Or such other sum as may be ascertained in accordance with the said Conditions.

- 2. We agree that this Tender shall be held open for acceptance or rejection for the validity period of **90** days from the date fixed for opening Tenders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 3. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
- 4. If our Tender is accepted, we will deliver to National Electric Power Company a performance Bond, according to clause No.26 instruction to person tendering.
- We undertake if our Tender is accepted and on receipt of your acceptance to commence and manufacture works, and complete for delivery to NEPCO's warehouses at Amman South the whole of the Works offered within () months, Calculated from the date of Letter of Award (i.e., commencement date),

(Anyhow all delivery dates will be in accordance with the required completion date of as specified).

6. We will provide details of the Arial Lift to be shipped in good time for the National Electric Power Company to arrange for the Marine Insurance.

- A Guarantee Period will apply to each section of the Works for <u>at least (60000) kms or</u> (36) months whichever shall be the earlier and periodical maintenance (12) months from the date of receipt at site and/or NEPCO's warehouses.
- 8. We understand that you are not bound to accept the lowest or any tender you may receive.

Date this	day of)
Signature	in the capa	acity of	
Duly authorised to sign T	ender for and on behalf	f of	
Address			
Occupation			
Telephone No:			

Fax No. :

FORM OF ADVANCE PAYMENT GUARANTEE

GUARANTEE NO.

M/S., National Electric Power Co. (NEPCO) Amman – Jordan

NAME OF CONTRACT: 22/2024 SUPPLY OF CHASSIS MOUNTED AERIAL LIFT

In this connection we ... (Local bank) hereby consider ourselves responsible for the unconditional payment to you or your authorized representatives of the above sum on your first Written demand in whole or in part not withstanding any objections on the part of the above-named contractor and without any need for notarial warning or judicial proceedings.

This guarantee remains valid from the date of issue till its expiry date on .../.../...., and it shall be automatically renewed for consecutive periods; each period for three months, and it will not be cancelled unless our bank received an official letter duly issued and signed by you attached with original guarantee and all related original amendments and or extensions.

Bank (Local Bank)

FORM OF TENDER GUARANTEE

To: M/S., NATIONAL ELECTRIC POWER COMPANY (NEPCO)

AMMAN – JORDAN.

NAME OF CONTRACT: 22/2024 SUPPLY OF TRUCK MOUNTED WITH ISOLATED TELESCOPING ARIAL BOOM

WHEREAS (*Name of Tenderer*) (hereinafter called "the Tenderer") has submitted its Tender dated (*date of Tender*) for the performance of the above-named Contract (hereinafter called "the Tender").

At the request of	Bank (the Foreign Bank) and on
behalf of M/S	(the Contractor Name
and Address), we	(the Local Bank)
issue in your favour	our irrevocable and unconditional Tender Guarantee
No	in the amount of, JD ((
	(i <i>n words)</i>).

This guarantee will remain in full force for a period of 90 days from the tender closing date, and any demand in respect thereof must reach the Bank not later than the above date.

Bank (Local Bank)

FORM OF PERFORMANCE GUARANTEE

GUARANTEE NO.

M/S., Beneficiary

Amman – Jordan

NAME OF CONTRACT: 22/2024 SUPPLY OF TRUCK MOUNTED WITH ISOLATED TELESCOPING ARIAL BOOM

At the request of the Bank... (The Foreign Bank) and on behalf of M/S. (The contractor Name and Address), we ...(The Local Bank) issue in your favour our irrevocable and unconditional performance guarantees No...xxx... In the amount of (XXX) (in words).

In this connection we.... (local bank) hereby consider ourselves responsible for the unconditional payment to you or your authorized representatives of the above sum on your first written demand in whole or in part not withstanding any objections on the part of the above named contractor and without any need for notarial warning or judicial proceedings.

This guarantee remains valid from the date of issuance until its expiry date on (.....) and it shall be automatically renewed for consecutive periods; each period for three months, and it will not be cancelled unless our bank received an official letter duly issued and signed by you attached with original guarantee and all related original amendments and or extensions.

Bank (Local Bank)

FORM OF MAINTENANCE GUARANTEE

GUARANTEE NO.

M/S., Beneficiary Amman – Jordan

NAME OF CONTRACT: 22/2024 SUPPLY OF TRUCK MOUNTED WITH ISOLATED TELESCOPING ARIAL BOOM

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

(The contractor Name and Address), we the.... (The Local Bank) issue in your favour our irrevocable and unconditional **maintenance** *guarantee* No.....in the amount of (XXXX) (In words).

In this connection we ... (Local bank) hereby consider ourselves responsible for the unconditional payment to you or your authorized representatives of the above sum on your first Written demand in whole or in part not withstanding any objections on the part of the above-named contractor and without any need for notarial warning or judicial proceedings.

This guarantee remains valid from the date of issue till its expiry date on .../.../...., and it shall be automatically renewed for consecutive periods; each period for three months, and it will not be cancelled unless our bank received an official letter duly issued and signed by you attached with original guarantee and all related original amendments and or extensions.

BANK (LOCAL BANK)

FORM OF DECLARATION FOR PROHIBITED PAYMENTS *

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

declare that we have read and comprehended the provisions under Item 14 of General Condition of the Contract related to this Contract and in compliance with this clause; we enclose a declaration properly signed and sealed representing and warranting to The Employer that no direct or indirect commissions, consulting fees, agent fees, Tender fees or other payments, and no inducements or the giving of anything of value (collectively referred to as "Prohibited Payments"), have been made or promised to be made, directly or indirectly, by or on behalf of the Contractor, its sub-Contractor and its or their Employees, agents or representatives, to The Employer, including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made, directly or indirectly, by or on behalf, of Contractor, its sub-Contracts and its or their employees, agents or representatives, to any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer in connection with the amendment, modification, renewal, extension or performance of this Contract.

Tenderers Name-----Name of authorized signatory

Signature

Seal -----

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

FORM OF DECLARATION FOR OTHER PAYMENTS *

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

declare that we have read and comprehended the provisions under Item 15 of General Condition of the Contract related to this contract and in compliance with this sub-clause; we enclose a declaration properly signed and sealed disclosing any and all direct or indirect commissions, consulting fees, agent fees, tender fees or other payments, or inducements or the giving of anything of value (collectively referred to as "Other Payments") to third parties other than any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors, and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) hereby covenants and agrees promptly to disclose to The Employer in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of Contractor making or being obligated to make, any such Third Party Payments.

Contractor's Name

Name of authorized signatory

Signature

Seal -----

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

FORM OF REQUEST FOR SHIPPING RELEASE

REQUEST FOR SHIPPING RELEASE

<u>TENDER NO. 22/2024</u> SUPPLY OF TRUCK MOUNTED WITH ISOLATED TELESCOPING ARIAL BOOM			
Request No:			Date:
To: National	Electric Power co	mpany	
Your contract reference	:		
Our contract reference:			
We would be pleased to	receive your shipp	ing release.	
Manufacturer	<u>Equipment</u>	<u>Qty.</u>	Total No. Of Packages
CONTRACTOR SIGN	ATURE	RECO	RD PURPOSE ONLY
		Local I	Release No:
		Date:	

Yours faithfully,

^{*} Note : The request must be sent to NEPCO along with the FAT documents.

NATIONAL ELECTRIC POWER COMPANY

Tender No. 22/2024

SUPLLYING A TRUCK MOUNTED WITH ISOLATED TELESCOPING ARIAL BOOM FOR LIVE LINE MAINTENCE

FOR (420 KV or Above) (50 Hz)

FORM OF INSPECTION CERTIFICATE

INSPECTION CERTIFICATE NO.				
CLIENT	NATIONAL ELECTRIC POWER COMPANY(NEPCO)			
PROJECT	SUPPLY OF TRUCK MOUNTED WITH ISOLATED TELESCOPING ARIAL BOOM			
CONTRACT NO.	22/2024		ORDER COMPLETE	(YES/NO)
MAIN CONTRCTOR			L/C NO.:	
EMPLOYER	NEPCO			
TENDERER				
INSPECTED AT			DATE OF INS	PECTION
Routine test by manufactu	rer not witnessed by N	EPCO		
EQUIPMENT/ MATER	RIAL INSPECTED:			
NUMBER INSPECTED:-				
	Accordi	ng to Annex	Quantity	
				-
				-
RESULT OF INSPECT	ION :			
ATTACHMENTS: This is to certify that the E	auinmont/Matarial aa	variad by this ranget has h	oon overnined	
in accordance with the rele				
as appropriately tested and		8	u ulagi allis,	
Approved for Dispatch		Approved for fur	ther Work	NOT APPROVED
Waived Inspection		For and on b	ehalf of	
Engineer:				
		National Elec	ctric Power Co	•

Manufacturer's Authorization

The Participant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. All text within square brackets [1] is for use in preparing this form and shall be deleted from the final document.

Date: [insert date (as day, month and year) of Tender Submission]
Tender No.: [insert number of Tendering process]
To: [insert complete name of Client]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Participant] to submit a tender the purpose of which is to provide the following goods, [insert name and or brief description of the goods], manufactured by us and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty with respect to the goods offered by the above firm.

Signed: [insert signature(s) of authorised representative(s) of the Manufacturer] Name: [insert complete name(s) of authorised representative(s) of the Manufacturer] Title: [insert title]

Duly authorised to sign this Authorisation on behalf of: [insert complete name of Manufacturer]

Dated on ______, _____ [insert date of signing]

DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the presence procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines.

We also underscore the importance of adhering to minimum social standards ("Core Labor Standards") in the implementation of the project.

We undertake to comply with the Core Labor Standard ratified by the country of Jordan.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of Jordan.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding for the client, the client is entitled to exclude our company/the consortium form the procurement procedure and, if the contract is awarded to our company/ the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Place, date	Bidder		

MANUFACTURER'S RESPONSIBILITY STATEMENT

We hereby convey our interes Equipment:	t to associate	with the above	project and	supply the following
Equipment Name/Description:				
In the event of placement of pu Condition of "Manufacture's specification.				
Name of Manufacturer:	Name of Bidder:	f		
Signature:	Signature:	:		
Name :	Name :			
Date :	Date :			
Manufacturer's Stamp			Bidde	r's Stamp

SECTION (4)

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

FOR THE SUPPLY AND DELIVERY OF MATERIALS BASED ON

UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

PUBLICATION REF.: ME/ 188

GENEVA. MARCH, 1953

1. **PREAMBLE**:

1.1 These General Conditions shall apply, save as varied by express agreement accepted in writing by both parties.

1.2 Definition Of Terms

The "Purchaser" shall mean the "National Electric Power Company" hereinafter called "NEPCO", and shall include NEPCO legal personal representatives and duly appointed Engineers.

The "Engineer" shall mean the "National Electric Power Company" or persons for the time being or from time to time duly appointed in writing by the purchaser to act as Engineer for the purpose of the Contract.

The words "approved" and" approval" where used in these Conditions or in the specification shall mean "approved by" and "approval of" the purchaser respectively.

The "Vendor" shall mean the "Contractor" whose Tender has been accepted by the Purchaser and shall include the Vendor's (Contractor's") legal personal representatives, successors and permitted assigns.

"F.O.B Price" shall mean the cost of the equipment delivered free on board of the ship or truck or aircraft, all port charges and handling charges (also heavy lift if applicable) included. The Contractor must insure the material against all risks from the time it leaves the works until it is placed F.O.B.

"C&F or CFR Price" shall mean F.O.B. Price plus freight. Including unloading at the port of destination. All Marine Insurance will be effected by the Purchaser. The Contractor must provide full details of the material to be dispatched in good time for NEPCO to arrange for Marine Insurance before the material is actually dispatched.

2. FORMATION OF CONTRACT:

2.1 The Contract shall be deemed to have been entered into when the Purchaser has sent an acceptance in writing before time set in the Tender for acceptance or any such later date extended by the Tenderer at the request of the Purchaser.

2.2 Notwithstanding that the Contract and correspondence in connection with the Contract shall be in the English language, the Contract shall be and be deemed to be Jordanian Contract and shall accordingly be governed by to the laws for the time being in force in the Hashemite Kingdom of Jordan.

2.3 Power To Vary The Work

No alterations, amendments, omissions, additions, suspensions, or variations of the work, (hereinafter referred to as "variations") under the Contract as shown by the Contract Drawings or the Specification shall be made by the Contractor except as directed in writing by the purchaser but the Purchaser shall have full Power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct the Contractor to make such variation without Prejudice to the Contract and the Contractor shall carry out such variations, and be bound by the same Conditions, as far as applicable, as though the said variations occurred in the Specification.

If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Purchaser thereof in writing, and the Purchaser shall decide forthwith whether or not the same shall be carried out, and if the Purchaser confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference in cost, if any, occasioned by any such variations, shall be added to or deducted from the Contract Price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the Schedule of Prices so far as the same may by applicable, and where the rates are not contained in the said Schedule, or are not applicable, they shall be settled by the Purchaser and the Contractor jointly. But the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by him.

In the event of the Purchaser requiring any variations, such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangements accordingly, and in cases where goods materials are already prepared, or any designs, drawings, or patterns made or work done that requires to be altered a reasonable sum in respect thereof shall be allowed by the Purchaser.

Provided that no such variation shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease of the total price payable under the Contract by more than 25 percent thereof.

The power given to the purchaser to make any alteration, amendment, omission, addition or variation to, from or in any part of the works shall include power to vary from time to time the date for the completion of the works or any part thereof.

2.4 <u>Precedence</u>:

In the event of any discrepancy or contradiction between the provisions of the Conditions of Contract and of the Specification, the Conditions of Contract shall take precedence.

2.5 Prices

2.5.1 The Tender calls for firm prices for the definite works.

2.5.2 Provisional items may or may not in whole or in part be purchased by the Purchaser under the Contract.

3. Drawings And Descriptive Documents

3.1 The weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists constitute an approximate guide.

These data shall not be binding save to the extent that they are by reference expressly included in the Contract.

- 3.2 Any drawings or technical documents intended for use in the Arial Lift or of part thereof and submitted to the Purchaser prior or subsequent to the formation of the Contract remain the exclusive property of the Vendor. They may not, without the Vendor's consent, be utilized by the Purchaser or copied, reproduced, transmitted or communicated to a third party. Provided, however, that the said plans and documents shall be the property of the Purchaser:
 - a) If it is expressly so agreed, or.
 - b) If they are referable to a separate preliminary Development Contract on which no actual construction was to be performed and in which the property of the Vendor in the said plans and documents was not reserved.
- 3.3 Any drawings or technical documents intended for use in the Arial Lift or of part thereof and submitted to the Vendor by the Purchaser prior or subsequent to the formation of the Contract remain the exclusive property of the purchaser. They may not, without his consent be utilized by the Vendor or copied, reproduced, transmitted or communicated to third party.
- 3.4 Drawing Guidelines for Contract Drawings

All drawing shall confirm to the following:

1) All drawings are to be prepared on the international sizes as described in BSI BS EN ISO 5457. They are to be of "A" series.

DESIGNATION	SHEET SIZE
A3	297x420
A4	210x297

- 2) The NEPCO title block must be added to all drawings produced for the Contract. The block may be reduced in size, depending on sheet size, The NEPCO drawing number must appear in bottom right hand corner of drawing, the drawings must also include the Contractor's / Consultant's title block adjacent to NEPCO title block.
- 3) Each drawing to have its own individual number. For schedules, a drawing number to be given and then sheet 1 of x sheets.
- All descriptive information must be entered in NEPCO title block. All drawings must contain NEPCO drawing numbers as so described and issued by NEPCO.
- 5) The title block should contain the following:
 - 1. Revision block as NEPCO requirement.
 - 2. Name of subject i.e. power station, substation, equipment.
 - 3. Nature of drawing i.e. site layout, general arrangement, single line diagram.
 - 4. Any other information or notes.
 - 5. Dimensions to be in MM or M.
 - 6. Scale i.e. 1:50, 1:1000.
 - 7. Contract No. i.e. 22/2024
 - 8. DRG. No. NEPCO drawing numbers that allocated by NEPCO.
 - 9. Rev. to contain latest revision number.
 - 10. Title block for Contractor/Consultant.
 - 11. Graphical bar scales where required, not required for single line diagrams or reinforced concrete details.
- 6) Drawing sheet should be laid out according to NEPCO requirement.
- 7) Scales to be in multiples of 1:5, 1:10.
- All information to be stencilled on drawings, block capital letters should be used throughout. No freehand printing on drawing except for "revision or hold" cloud.
- 9) 1. Revisions must be lettered and indicated block provided, all revisions to be checked and approved by Engineer.
 - 2. Revisions must be interred and highlighted by pencilling cloud around the part revised on the reverse side of the tracing sheet as shown rev. b
 - 3. Vague descriptions of revisions such as "general revisions" should be avoided. Revisions should be specific. No matter how small the revisions, it should be recorded.

- 10) Notes, reference drawing, and legends should be recorded on drawing, if key plan and north point is required, then apply NEPCO requirement.
- 11) Example of drawing title blocks and titles should be submitted to NEPCO for approval before commencement of drawings.
- 12) On completion of contract, the final drawings submitted to NEPCO are to be marked "as built" dated and signed, The drawings must be accompanied by a complete drawing schedule, listing all the drawings in the order of the NEPCO Numbers. The drawings schedule should be in the region of A3 or A4 size.

4. Packing Of Materials And Shipping Marks:

4.1 All materials, equipment and goods shall be very well packed, in seaworthy containers and/or wooden cases, etc. These should protect the material during shipping, handling, unloading, and for a reasonable period of storage at Aqaba and later storage at NEPCO central stores.

The unit shall be carefully packed for transport by sea, rail and road as necessary and in such a manner that it is protected against climatic conditions (rust, corrosion ... etc).

Packing for indoor materials should be done in such a manner as to adequately ensure no ingress of moisture during the shipping and storage periods.

Packing of fragile equipment (e.g. including instruments and porcelain) should be done in a way which ensures a reasonable resistance to impact breakage during transport.

Packing shall in general be adequate and in compliance with the best international practice.

A descriptive and fully itemized list shall be prepared for the contents of each packing case. A copy of this list shall be placed in a waterproof envelope under a metal or other suitable plate securely fastened to the outside of one end of the case, and its position adequately indicated by stenciling on the case. Where appropriate, drawings showing the erection markings of the item concerned shall be placed inside the case.

NEPCO will supply the successful Tenderer with a drawing of its shipping Mark for utilization.

All packing cases, crates, barrels and drums shall remain the property of the purchaser.

5. Inspection And Tests:

A. FAT Tests:

- 1. The contractor is required to provide all facilities to enable the employer's representatives (<u>Three Inspectors</u>) for a period of <u>One week (3X1 manweek)</u> excluding traveling days to carry out the necessary inspection and testing. The costs of all tests during manufacture and preparation of test records including airfares, hotel accommodations, transport, and all meals are to be borne by the contractor. In case of failure of test all costs of repeated trips of the employer's representatives will be borne by the contractor. The performance of any such inspections and tests in the presence of the purchaser and /or an independent testing authority does not relieve the contractor from his contractual obligations.
- 2. If as a result of such inspection and checking the purchaser shall be of the opinion that any materials or parts are defective or not in accordance with the contract, he shall state in writing his objections and the reasons therefore.
- 3. Testing instruments shall be approved and shall, if required by the employer's representative, be calibrated by the national physical laboratory or such other body as may be approved, at the expense of the contractor.
- 4. Acceptance tests will be carried out and, unless otherwise agreed, will be made at the vendor's works instruments, if the tests are not specified in the contract, the tests will be carried out in accordance with the general practice obtaining in the appropriate branch of the industry in the country where the Arial Lift is manufactured.
- 5. The vendor shall give to the purchaser not less than (30) days notice of the tests to permit the purchaser's representative to attend. If the purchaser is not represented at the tests, the test report shall be communicated by the vendor to the purchaser and shall be accepted as accurate by the purchaser. After completion of the FAT the vendor is required to send complete test report with request for shipping release.

The purchaser will check test report/test results and if accepted a shipping release certificate will be issued within 10 days from the receipt of the report/ shipping release request.

- 6. If on any test (other than a test on site, where tests on site are provided for in the contract) the Arial Lift shall be found to be defective or not in accordance with the contract, the vendor shall be with all speed make good the defect or ensure that the Arial Lift complies with the contract thereafter, if the purchaser so requires, the test shall be repeated.
- 7. Unless otherwise agreed, the vendor shall bear all the expenses of tests carried out in his works.
- 8. If the contract provides for tests on site, the terms and conditions governing such tests shall be such as may be specially agreed between the parties.

9. In case of third party testing the contractor will conduct all required tests by the employer through the appointed third party testing company of the list attached hereto all costs for a/m tests will be incurred by the contractor.

B. <u>Type Tests:</u>

Full Type tests for isolated boom may be omitted at the discretion of the Employer if satisfactory evidence is given of such tests already made on identical equipment at recognized independent international laboratories accredited according to ISO/IEC.

- 1. Full Type Test for isolated boom shall be carried out by third party testing laboratory (which should be approved by NEPCO) to ensure that it meets latest international standards
- The Contractor will conduct on his own expense all the tests required by the Employer in the presence of <u>(Two inspectors)</u> from NEPCO for a period of One week (2X1 man-week) excluding traveling days.
- 3. The costs of all tests and preparation of test records are to be borne by the Contractor. All costs associated with the witnessing of the tests by the Employer's staff that comprises Economic class airfares, visas, medical insurance, and hotel accommodation, transport, all meals and other expenses shall be borne by the Contractor.
- 4. Before starting the manufacturing, the Contractor must provide the Employer with all the preliminary designs and required tests with the possibility of holding online or face-to-face meeting about them.
- 5. Any costs incurred by the Employer or the Engineer in connection with inspection and re-testing as a result of a failure of the subject under test, shall be to the account of the Contractor.
- 6. No inspection or lack of inspection or passing by the Employer of work, plant or materials, whether carried out or supplied by the Contractor or sub-contractor, shall relieve the Contractor from his liability to complete the Contract Works in accordance with the Contract or exonerate him from any of his guarantees.

6. Passing Of Risk:

6.1 Save as provided in paragraph 7.6, the time at which the risk shall pass shall be fixed in accordance with the International Rules for the Interpretation of Trade Terms (INCOTERM) of the International Chamber of Commerce in force at the date of the formation of the Contract.

7. <u>Delivery:</u>

7.1 Unless otherwise agreed the delivery period (DAP - NEPCO's warehouses at Amman South) should be within (18) months from the commencement date (i.e., Letter of Award).

- 7.2 Should delay in delivery be caused by any of the circumstances mentioned in Clause 10 or by an act or omission of the Purchaser and whether such cause occur before or after the time or extended time for delivery, there shall be granted subject to the provisions of paragraph 7.5 hereof such extension of the delivery period as is reasonable having regard to all the circumstances of the case.
- 7.3 If a fixed time for delivery is provided for in the Contract and the Vendor fails to deliver within such time or any extension thereof granted under paragraph 2 hereof, the purchaser shall be entitled, on giving to the Vendor within a reasonable time notice in writing, to claim a reduction of the price payable under the Contract. Such reduction shall be calculated at the rate of one half of one percent of that part of the price payable under the Contract which is properly attributable to such portion of the Arial Lift as cannot in consequence of the said failure be put to the use intended for each complete week of delay commencing on the due date of delivery, but shall not exceed a maximum percentage reduction of (10) percent. Such reduction shall be allowed when a payment becomes due on or after delivery. Save as provided in paragraph 7.5 hereof, such reduction of price shall be to the exclusion of any other remedy of the purchaser in respect of the Vendor's failure to deliver as aforesaid.
- 7.4 If the time for delivery mentioned in the Contract is an estimate only, either party may after the expiration of two thirds of such estimated time require the other party in writing to agree on a fixed time.

Where no time for delivery is mentioned in the Contract, this course shall be open to either party after the expiration of seven months from the formation of the Contract.

If in either case the parties fail to agree, either party may have recourse to arbitration, in accordance with the provisions of Clause 13, to determine a reasonable time for delivery and the time so determined shall be deemed to be the fixed time for delivery provided for in the Contract and paragraph 3 hereof shall apply accordingly.

7.5 If any portion of the Arial Lift in respect of which the purchaser has become entitled to the maximum reduction provided for by paragraph 3 hereof, or in respect of which he would have been so entitled had he given the notice referred to therein, remains undelivered, the purchaser may by notice in writing to the vendor require time to deliver and by such last mentioned notice fix a final time for delivery which shall be reasonable taking into account such delay as has already occurred. If for any reason whatever the Vendor fails within such time to do everything that he must do to effect delivery, the purchaser shall be entitled by notice in writing to the Vendor, and without requiring the consent of any Court, to terminate the Contract in respect of such portion of the Arial Lift and thereupon to recover from the vendor any amount not exceeding that part of the price payable under the Contract which is properly attributable to such portion of the Arial Lift as could not in consequence of the Vendor's failure e put to the use intended.

- 7.6 If the purchaser fails to accept delivery on due date he shall nevertheless make any payment conditional in delivery as if the Arial Lift had been delivered. The Vendor shall arrange for the storage of the Arial Lift at the risk and cost of the purchaser, If required by the purchaser, the Vendor shall insure the Arial Lift at the cost of the purchaser, Provided that if the delay in accepting delivery is due to one of the circumstances mentioned in clause 10 and the Vendor is in a position to store it in his premises without prejudice to his business, the cost of storing the Arial Lift shall not be borne by the purchaser.
- 7.7 Unless the failure of the purchaser is due to any of the circumstances mentioned in Clause 9, the Vendor may require the purchaser by notice in writing to accept delivery within a reasonable time.

If the purchaser fails for any reason whatever to do so within such time, the Vendor shall be entitled by notice in writing to the purchaser, and without requiring the consent of any Court, to terminate the Contract in respect of such portion of the Arial Lift as is by reason of the failure of the purchaser aforesaid not delivered and thereupon to recover from the purchaser any loss, suffered by reason of such failure up to an amount not exceeding the value of the Arial Lift, the delivery of which has not been accepted.

8. <u>Terms of Payment:</u>

- 8.1 Subject to any deductions which the purchaser may be authorized to make under the contract, or subject to any additions or deductions provided for under clause 2.3 above, the contractor shall be entitled strictly to payment as follows:
 - i. **Twenty (20) percent of (DAP) value as advance payment** within sixty (60) days from the Contractor's correct application of payment (invoice) against submitting of the following:
 - Receiving accepted Advance Payment Bank Guarantee in the form given for the same advance payment value and same contract currency.
 - Receiving accepted Performance Guarantee as specified in Instructions to Tenderers.
 - Commercial Invoice or payment request in two originals plus four copies.
 - Interim payment certificate issued and signed by NEPCO in one original and four copies.
 - ii. Sixty (60) percent of (DAP) value as interim payment for shipment of complete truck within sixty (60) days from the Contractor's correct application of payment (invoice) supplemented with the following documents:

- Two originals and three copies of the Contractor's detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery, reference to items as per Schedule of prices, one of the originals must be certified by the chamber of commerce and legalized by the Jordanian consulate.
- Packing list in one original plus four copies.
- Two originals plus three non-negotiable copies of bill of lading.
- Marine insurance certification in one original plus three copies, in case of CIF delivery.
- Inspection certificate and /or shipping release issued and signed by NEPCO.
- Certificate of origin in one original plus three copies, the original must be certified by the chamber of commerce and legalized by the Jordanian consulate
- Vessel certificate less than 15 years old (Certificate).
- Other documents required by the formalities of the loan agreement, if any.
- iii. Fifteen (15) per cent of (DAP) value as interim payment for receipt at NEPCO's warehouses of complete truck and completing NEPCO's stuff Training "two part" within sixty (60) days from the Contractor's correct application for interim payment (invoice) together with receiving report signed by the Engineer as evidence that the material has been received at site in satisfactory condition.
- iv. The remaining Five (5) percent of (DAP) value will be paid against the interim certificate to the Contractor after 60 days from the date of expiring of the maintenance period or (depends on the employer approval) against the submitting of maintenance bond of (5%) of the Contract amount, for the purpose of replacement and\or adjustment of defective material.

Submission of shipping Documents & Invoices:

Shipping documents must be submitted early for clearance purposes.

Shipping documents shall be submitted to the bank if payment made by CAD or LC. If payment is through bank transfer the shipping documents shall be submitted directly to NEPCO as specified.

Shipment:

Shipment by sea freight must be on direct and regular (liner) vessel less than 15 years old at the time of shipment. The vessel shall be classified and certified in accordance with the (ISM) code and shall be a member in the P&I club.

If the Contract has been terminated the claim for termination costs shall be accompanied by:

1) Written justification by Contractor supporting in detail the claimed charge.

2) Either written concurrence by the Employer to the Contractor's claim or a certified copy of an arbitration award.

If the Contractor claims payment for suspension of the works the claim for suspension costs shall be accompanied by:

- 1) Written justification by the Contractor supporting in detail the claimed charge.
- 2) Either written concurrence by the Employer to the Contractor's claim or a certified copy of an arbitration award.
- 8.2 All bank charges, commissions and expenses inside and outside Jordan are to be for the vender account.
- 8.3 If delivery has been made before payment of the whole sum payable under the contract, Arial Lift delivered shall, to the extent permitted by the law of the country where the Arial Lift is situated after delivery, remain the property of the vendor until such payment has been effected. If such law does not permit the vendor to retain the property in the Arial Lift, the vendor shall be entitled to the benefit of such other rights in respect thereof as such law permits him to retain. The purchaser shall give the vendor every assistance in taking any measures required to protect the vendor's right of property or such other rights as aforesaid.
- 8.4 A payment conditional on the fulfillment of an obligation by the vendor shall not be due until such obligation has been fulfilled, unless the failure of the vendor is due to an act or omission of the purchaser.
- 8.5 If the purchaser delays in making any payment, the vendor may postpone the fulfillment of his own obligations until such payment is made, unless the failure of the purchaser is due to an act or omission of the vendor.
- 8.6 If delay by the purchaser in making any payment is due to one of the circumstances mentioned in clause 10, the vendor shall not be entitled to any interest on the sum due.
- 8.7 Save as aforesaid, if the purchaser delays in making any payment, the vendor shall on giving to the purchaser within a reasonable time notice in writing be entitled, and without requiring the consent of any court, to terminate the contract and thereupon to recover from the purchaser the amount of his loss up to the value of the Arial Lift, the payment for which has been unreasonably delayed.

9. <u>Guarantee:</u>

- 9.1 Subject as hereinafter set out, the Vendor undertakes to repair any defects of which they are notified during that period which may appear resulting from faulty design, workmanship or materials furnished under the specification.
- 9.2 This liability is limited to defects which appear on (Vehicle and Aerial Lift) during the period (hereinafter called the Guarantee period) for <u>at least (60000) kms or (36) months whichever shall be the earlier from the date of receipt at site and/or NEPCO's warehouses.</u>

Free of charge Periodical Maintenance for (Vehicle and Aerial Lift) for a period of (12) months from the date of receipt at site and/or NEPCO's warehouses.

- 9.3 In fixing this period due account has been taken of the time normally required for transport as contemplated in the Contract.
- 9.4 In respect of such parts (whether of the Vendor's own manufacture or not) of the Arial Lift as are expressly mentioned in the Contract. The Guarantee Period shall be such other period (if any) as specified in respect of each of such parts.
- 9.5 In order to be able to avail himself of his rights under this clause the purchaser shall notify the Vendor in writing without delay of any defects that have appeared and shall give him every opportunity of inspecting and remedying them.
- 9.6 On receipt of such notification the Vendor shall remedy the defect forthwith and at his own expense. Save where the nature of the defect is such that it is appropriate to effect repairs on site, the Purchaser shall return to the Vendor any part in which a defect covered by this Clause has appeared, for repair or replacement by the Vendor, and in such case the delivery to the purchaser of such properly repaired or a part in replacement thereof shall be deemed to be a fulfillment by the Vendor of his obligations under this paragraph in respect of such defective part.
- 9.7 The guarantee Period is based on the continuous use of the Arial Lift in service for 24 hours everyday.
- 9.8 The Vendor shall bear all the costs and risks of the transport of defective parts or equipment's and their replacements.
- 9.9 Where, in pursuance of paragraph 7 hereof, repairs are required to be effected on site, the conditions covering the attendance of the Vendor's representatives on site shall be such as may be specially agreed between the parties.
- 9.10 Defective parts replaced in accordance with this Clause shall be placed at the disposal of the Vendor.
- 9.11 If the Vendor refuses to fulfil his obligations under this Clause or fails to proceed with due diligence after being required to do so, the purchaser may proceed to do the necessary work at the Vendor's risk and expense.
- 9.12 The Vendor's liability does not apply to defects arising out of materials provided, or out of a design stipulated, by the purchaser.
- 9.13 The Vendor's liability shall apply only to defects that appear under the conditions of operation provided for by the Contract and under proper use, it does not cover defects due to causes arising after the risk in the Arial Lift has passed in accordance with Clause 6. In particular it does not cover defects arising from the purchaser's faulty maintenance or erection, or from alterations carried out without the Vendor's consent in writing, or from repairs carried out improperly by the purchaser, nor does it cover normal deterioration.
- 9.14 Save as in this Clause expressed, the Vendor shall be under no liability in respect of defects after the risk in the Arial Lift has passed in accordance with

Clause 6, even if such defects are due to causes existing before the risk so passed, It is expressly agreed that the purchaser shall have no claim in respect of personal injury or of damage to property not the subject matter of the circumstances of the case that the Vendor has been guilty of gross misconduct.

- 9.15 "Gross misconduct" does not comprise any and every lack of proper care or skill, but means an act or omission on the part of the Vendor implying either a failure to pay due regard to serious consequences which a conscientious contractor would normally foresee as likely to ensure, or a deliberate disregard of any consequences of such act or omission.
- 9.16 A fresh guarantee period equal to that stated in paragraph 2 hereof shall apply, under the same terms and condition as those application to the original Arial Lift, to part supplied in replacement of defective part or to part renewed in pursuance of this clause this provision shall not apply to the remaining part of the Arial Lift, the guarantee period of which shall be extended only by a period equal to the period during which the Arial Lift is out of action as a result of defect covered by this clause.

10. <u>Relief's:</u>

- 10.1 The following shall be considered as cases of relief if they intervene after the formation of the Contract and impede its performance. Industrial disputes and any other circumstances (e.g. fire, mobilization, requisition, embargo, currency restrictions, insurrection, shortage of transport, general shortage of materials and restriction in the use of power) when such other circumstances are beyond the control of the parties.
- 10.2 The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof.
- 10.3 The effects of the said circumstances so far as they affect the timely performance of their obligations by the parties, are defined in Clauses 7 and 8. Save as provided in paragraphs 7.5, 7.7., and 8.7, if, by reason of any of the said circumstances, the performance of the Contract within a reasonable time becomes impossible, either party shall be entitled to terminate the Contract by notice in writing to the other party without requiring the consent of any court.
- 10.4 If the Contract is terminated in accordance with paragraph 3 hereof, the division of the expenses incurred in respect of the Contract shall be determined by agreement between the parties.
- 10.5 In default of agreement, it shall be determined by the arbitrator which party has been prevented from performing his obligations and that party shall bear the whole of the said expenses. Where the purchaser is required to bear the whole of the expenses and has before termination of the Contract paid to the Vendor more than the amount of the Vendor's expenses, the purchaser shall be entitled to recover the excess.

If the arbitrator determines that both parties have been prevented from performing their obligations, he shall apportion the said expenses between the parties in such manner as to him seems fair and reasonable, having regard to all the circumstances of the case.

10.6 For the purposes of this Clause "expenses" means actual out-of- pocket expenses reasonably incurred, after both parties shall have mitigated their losses as far as possible. Provided that as respects Arial Lift delivered to the purchaser the Vendor's expenses shall be deemed to be that part of the price payable under the Contract which is properly attributable thereto.

11. Limitation Of Damages:

- 11.1 Where either party is liable in damages to the other, these shall not exceed the damage which the party in default could reasonably have foreseen at the time of the formation of the Contract.
- 11.2 The party who sets up a breach of the Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that he can do so without unreasonable inconvenience or cost. Should he fails to do so, the party guilty of the breach may claim a reduction in the damages.

12. <u>Rights At Termination:</u>

12.1 Termination of the contract, from whatever cause arising, shall be without prejudice to the rights of the parties occurred under the Contract up to the time of termination.

13. <u>Arbitration And Law Applicable:</u>

13.1 If any dispute, question or controversy shall arise between the Purchaser and the Contractor concerning this Contract the matter in dispute shall be referred to an arbitration committee composed of three (3) arbitrators. One arbitrator shall be nominated by the Purchaser and one by the Contractor, and the third arbitrator shall be appointed by both parties.

If either party fails to appoint his arbitrator within one month of the appointment of the arbitrator by the other party, or if the two parties fail to agree on the third arbitrator within two months of the date of the request to refer the dispute to arbitration, such arbitrator shall be appointed by the president of the highest Court in Jordan at the request of either or both parties.

13.2 The decision of the arbitrators shall be final and binding on both the purchaser and the Contractor. Any such reference shall conform to the statutory enactment or regulation governing arbitration's as may be in force in Jordan at the time. The assessment of costs incidental to the reference and award respectively shall be at the discretion of the arbitration committee.

14. Declaration for Prohibited Payments

A - The tenderer shall represent and warrant to The Employer in the Declaration for Prohibited Payments attached to this Tender, that no direct or indirect

commissions, consulting fees, Tender fees or other payments, and no inducements or the giving of anything of value, (collectively referred to as "Prohibited Payments"), have been made or promised to be made, directly or indirectly, by or on behalf of the Contractor, its sub-Contractors and its or their employees, agents or representatives, to The Employer including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made, directly or indirectly, by or on behalf of the Contractor, its sub-Contractors and its or their employees, agents or representatives, to any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer in connection with the amendment, modification, renewal, extension or performance of this Contract.

- B In the event of any violation or breach of the provisions of paragraph A of this clause, The Employer at its sole option and discretion shall take all or any of the following Actions: (i) terminate the Contract; and /or (ii) deduct from all or any payments due to the Contractor under this Contract an amount equal to two times the amount of any Prohibited Payment; and/or (iii) demand that the Contractor pay forthwith to the Employer, which demand the Contractor hereby irrevocably agrees to honour, an amount equal to two times the amount of any Prohibited Payment, it being the intention, subject to paragraph D below, that the aggregate of all amounts to which The Employer is entitled under paragraph B shall not exceed the amount which is two times the amount of all Prohibited Payments.
- C The Tenderer agrees that provisions substantially similar (but in no event less restrictive) to paragraphs A and B above shall be incorporated by the Contractor in all agreements with the Contractor's Sub-Contractors, suppliers or contractors arising out of or relating to this Contract, and which provisions shall also expressly provide that the same may, at The Employers sole discretion, be enforced directly by The Employer. The Tenderer further agrees promptly to supply to The Employer true and complete copies of such agreements, forthwith upon entering into by the Contractor of such agreements.
 - D The rights and remedies of The Employer under this clause are in addition to and not in derogation of any other rights The Employer may have under applicable law or regulations.
 - E This clause shall survive the termination of the Contract.

15. <u>Declaration for other Payments</u>

- The Tenderer shall fully disclose in the Declaration for Other Payments Aattached to this Tender any and all direct or indirect commissions. consulting fees, agent fees, tenders fees or other payments, or inducements or the giving of anything of value (collectively referred to as "Other Payments") to third parties other than any official employee, worker, representative or agent of The Employer, including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of the Contractor, its sub-contractors and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract, and hereby covenants and agrees promptly to disclose to The Employer in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of the Contractor making or being obligated to make, any such Third Party Payments.
- B- In the event of any violation or breach of the provisions of paragraph A of this clause, The Employer at its sole option and discretion shall take all or any of the following Actions: (i) terminate the Contract; and /or (ii) deduct from all or any payments due to the Contractor under this Contract an amount equal to two times the amount of any Third Party Payments; and/or (iii) demand that the Contractor pay forthwith to the Employer, which demand the Contractor hereby irrevocably agrees to honour, an amount equal to two times the amount of any Third Party Payments, it being the intention, subject to paragraph D below, that the aggregate of all amounts to which The Employer is entitled under paragraph B shall not exceed the amount which is two times the amount of all Third Party Payments.
- C- The Tenderer agrees that provisions substantially similar (but in no event less restrictive) to paragraphs A and B above shall be incorporated by the Contractor in all agreements with the Contractor's Sub-Contractors, suppliers or Contractor arising out of or relating to this Contract, and shall also expressly provide that the same may, at The Employers sole discretion, be enforced directly by The Employer. The Contractor further agrees promptly to supply to The Employer true and complete copies of such agreements, together with evidence of their inclusion in such agreements, forthwith upon entering into by the Contractor of such agreements.
- D- Nothing in this Section shall expressly or impliedly make lawful or permissible any Third Party Payments that are otherwise prohibited under applicable law or regulations. The rights and remedies of The Employer under this clause are in addition to and not in derogation of any other rights The Employer may have under applicable law or regulations.

This clause shall survive the termination of the Contract.

16. Force Majeure:

- 16.1 A Party's failure or delay in performing any of its obligations under this Contract will not be deemed a breach of this Contract to the extent that such failure or delay is directly due to any Force Majeure Event.
- 16.2 For the purposes of this Clause, "Force Majeure Event" means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to, acts of a Party in its, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 16.3 If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.

SECTION (5)

TECHNICAL SPECIFICATIONS

NATIONAL ELECTRIC POWER COMPANY Tender No. 22/2024 SUPLLYING A TRUCK MOUNTED WITH ISOLATED TELESCOPING ARIAL BOOM FOR LIVE LINE MAINTENCE FOR (420 KV or Above) (50 Hz) TECHNICAL SPECIFICATIONS

1. GENERAL CLAUSES

1.1. Scope of work

This Specification provides for the design, manufacture, testing in factory, packing for export, supply DAP (NEPCO's warehouses at Amman South) - Jordan, setting to work at site and **guarantee for at least (60000) kms or (36) months whichever shall be the earlier and periodical maintenance (12) months** from the date of receipt the Truck Mounted with Isolated telescoping Arial Boom at site and/or NEPCO's warehouses.

1.2. Working domain and the purpose of the Truck

This tender is for supplying a truck mounted with isolated telescoping aerial boom to be isolated in the last section of the boom to perform bare-handing live line maintenance and live line washing of the insulators for rated voltage (145KV and 420KV) (50Hz) overhead transmission lines not less than 65 m height.

The company's transmission lines are exposed to various weather conditions throughout the year. This leads to their dirtiness and the accumulation of dust and other objects on them which in turn affects the technical performance of these lines, Therefore, to overcome this problem, the company's cadres constantly carry out a live line washing process for these lines by a telescoping aerial boom, live line-washing unit with nozzle, fixed on the top of the boom (which should be isolated). The washing process is carried out from the ground level. In addition, the process is carried out by the working platform at the end of the telescope, so this tender was proposed to supply a truck that meets the company's needs for washing transmission lines insulators without cutting off the electricity. According to the conditions that will be detailed in the following pages, also it will be used for maintain and replace live line insulators.

The company submitting the bid must provide us with a price offer for one complete unit of truck mounted telescoping aerial boom with all of its accessories with the necessity of including its catalogues, testing and delivering it and providing the necessary support, in addition to training an engineering and technical staff on the optimal handling of it, such as operating and diagnosing faults.

1.3. <u>Technical Specifications</u>

• General:

- Vehicle shall be complete with all standard accessories and attachment whether specified on or not.
- Vehicle specifications shall be in compliance with the Jordan traffic regulations and road transport regulation in Jordan.
- Vehicle shall be well known origin.
- Manufacturer should have a local agency in Jordan with workshop for service and maintenance for vehicle and aerial left unit.
- Agent should be able to supply spare parts.
- One of your technical staff should be available at our site at the final receiving time.
- All panels should be protected from water and dust
- Paint all parts of the telescopic aerial boom and the working platform must be with high quality.
- Warranty against manufacturing errors or defects, with a value of 115% of the truck value proven by an approved legal authority for vehicle and aerial left unit.
- Two heavy metal boxes for storage the tools fixed on both side of the truck with lockers.
- The specifications that will be mentioned below must meet the requirements of latest international standards such as: EN, ANSI, IEC and OSHA or equivalent.
- Live line maintenance washing telescopic unit shall include the following:
 - A. Telescoping Aerial Boom
 - B. Live line insulators washing System
 - C. Truck

A. <u>Telescoping Aerial Boom</u>

- 1. <u>TYPE</u>
 - Fully hydraulically powered.
 - Fully telescoping except the last stage to be articulating & isolated for 420 kV or above.

2. MAX WORKING HEIGHT & WORKING OUTREACH

- The working height not less than 65 m.
- The working outreach should be 24m approximately.

3. <u>SLEWING ANGLE:</u>

- Continuously 360 degree slewing angle for turntable. (Rotating CCW & CW)

4. MAIN FRAME

- The torque box should be fixed on to the chassis frame in such a way that chassis performance and durability are maintained.
- The main frame for the aerial left must be fixed on the frame of the truck by bolts with springs to ensure sufficient flexibility.

5. OUTRIGGERS

- Four hydraulically powered "H "type outriggers, Supports the ability to open the boom in circumstances where the operator cannot fully open the outriggers provided by one side jacking mode operating system.
- It must have holes for inserting metal rods to act as mechanical vent blocker.
- Automatic and manual outrigger operating systems for fully extended and balance under normal conditions and when there is enough space.
- Each vertical jack to be fitted with self-aligning foot plate.
- Four additional portable footplates made from strengthen wood or Teflon to be suitable for using on sand, rocks, or rough terrain.
- The outriggers should be far enough from the ground to avoid touching the ground while driving in rough terrains.
- Visual indications for fully extended outriggers.

6. <u>TURNTABLE</u>

- Powered by hydraulic motor via reduction gear.
- Automatically operating braking system.
- Mechanical rotation lock.
- Provide the lower control panel besides the turntable
- Regarding to Cabin; There are two options:

1- Movable cabin fixed on the main boom to be in the same level of the boom at any movement include air conditioning, comfort and high quality chair for the operator where cabin must fit with operator tall up to 190 cm and has good view from all direction with bullet-resistance glass.

- 2- Without cabin where manufacturer shall provide high quality chair for the operator with movable high quality canopy.
- It should be provided with wind indicator.
- Turn table and cage control panel control all movements by means of joystick which must be fit inside of easy open easy close water proof box.

7. <u>HYDRAULIC SYSTEM</u>

- The hydraulic pump must be suitable for the work nature and the height at which washing is required, with all its specifications.

- Without any operation of the aerial boom the hydraulic pump should rotate on minimum pressure and minimum flow. This should be controlled automatically by the control valve.
- All movement's speeds should be independent on each other.
- Instant couplings for the manometer should be fitted in each pressure line.
- Hydraulic oil filtration.
- Hydraulic System should be supplied with a protection system in case of hydraulic oil overheating.
- Hydraulic oil working temperature should be designed to suit temperatures between (-20) to (50) degrees Celsius.
- Boom and rotation movement should be controlled Electro hydraulically by means of servo valves.
- Hydraulic tank should be fitted with oil level gauge and temperature gauge.
- Direct meshing between gearbox, P.T.O.
- We prefer to connect P.T.O and main hydraulic pump directly without Drive shaft between them.
- Main hydraulic pump should be fixed in such a place that don't touch the ground while driving in rough terrain.

8. <u>SAFETY DEVICES</u>

Additional to the following, aerial boom should be certified to meet well - known safety standard.

- Automatic moment limiter provided with screen shows the state and the position for all moving parts such as (outriggers, working cage and boom).
- All loads bearing hydraulic cylinders should be fitted with lock valves to prevent the booms or the outriggers from retracting in a case of a pipe or a hose failure.
- Retracting of outriggers should be prevented as soon as the booms have been lifted from their traveling position, and similarly lifting the booms until the outriggers have reached the support width and ground pressure.
- Slow down devices should be fitted to provide smooth deceleration of the major movements.
- Stop Switches (In case of unexpected emergency).
- Emergency lowering system (in case of no hydraulic pressure is available).
- Battery and fuel engine drive hydraulic pump which provides an independent means of power in case of failure of the main engine.
- Safety stickers and important information where it is needed.
- Automatic stop movement when out of working area.

9. <u>CONTROL PANELS</u>

Should be fitted with most important warning, indication and control devices, including the following:

- Starting and stopping of chassis engine, emergency stop button in all panels.
- The truck should be supplied with a wireless portable remote control with all functions of control panels (smaller remote is preferable).
- All systems and panels must be equipped and compatible with the isolated system
- All panels must be resistant to water, dust and various weather conditions.
- The location of the control panels should allow operator to see the parts that are being controlled or moved.
- The control panel for the outriggers must be closed and resistant to dust and water, also contain all possible signs to knows the situation of outriggers and their balance
- It must contain a built in microampere meter that measure leakage currents on the surface of the isolated connection that can be programmed to several values to suit the voltage of the OHT line to be worked on, and it has the option of an audio and visual alarm in case the leakage current exceeds the permissible unit and that this device is protected from external influences by a resistance cabinet for dust and water.
- Horizontal level indicator to assist in levelling unit horizontally should be fitted.

10. <u>Boom</u>

- The final telescope should be isolated and articulated with an isolated part with length of 4m at least.
- It has tests and a certificate proving its insulation and that it work on 420 KV or above.
- All necessary tools and devices for testing the isolated boom such as (external microampermeter, humidity, DC dielectric test, build in microampermeter with tow indicator voice and visual...... etc.)
- Must has corona rings to fit at the end of isolated part.
- Isolated part must be closed well to prevent the humidity and dust.
- <u>It is preferable to be provided with a movable (vertical and horizontal) isolated Jib arm extended to approximately 2 meters length, with high insolation degree for braided rope around 40 meters length and capable of carrying weights around 100 kg and used with the axes of the basket (optional).</u>
- Provided by good quality cover to achieve the maximum protection for the isolated part when traveling and parking
- Supplying cleaning materials for the isolated part of the boom such as (silicon wipes, moisture eaters...etc.)

- Must contains a clear check window to easy check the breathing valves inside the isolated boom.
- Mechanical load must be suitable for the weight of (two lineman with tools, working cage, the winch and the winch load) plus safety factor.

11. WORKING CAGE

The unit should be supplied with a Working cage with following specifications:

- Material should be suitable for the isolated system.
- Provided with wind speed indicator.
- Suitable for two persons at least with a load capacity not less than 450 kg, it's high about 1 m.
- Platform floor shall be non slippery.
- Automatic platform levelling system.
- Emergency for levelling system.
- Should have two entrances, one for each side.
- It is preferable that the frame is not covered (only covered for 30cm height from the floor of the cage.
- Should have horizontal rotating movement to give a good scope of action with light indicator of centre position.
- Should be supplied with water draining holes, two safety belts, and pocket for tools.
- Should be provided with control station(with wireless control option), by which we can start or stop the diesel engine, the driven pump for emergency cases, operate all movements of the boom, and should have emergency stop.
- Should be provided with Quick water coupler in order to couple the washing gun to enable the operator to wash manually also, it should be provided with automatic washing gun that can be controlled from turntable.
- Should have all accessories required to control the isolated boom.
- It must contain high quality audio communication system with the turntable and it has the feature of direct and open channel without the need to use button to communicate with the working platform from the working crew on the ground so they always hear the cage crew.

12. <u>BODY WORK.</u>

- Frame should be covered by non slip plate to allow free movement of persons on it.
- Portable step ladder made of aluminium can reaches the boom from the ground level while the boom transportation position
- Non slip steps at each side of the vehicle with handrails for climbing.

B. Live line insulators washing System

- Live line insulators washing System shall include the following:
 - 1. Water pump.
 - 2. High pressure hose, nozzle, and gun.
 - **3.** Plumping station.
 - 4. Control station.
 - 5. Storage water tank

• <u>GENERAL REQUIREMENTS</u>

The aerial lift must contain an integrated insulator washing system as the following points or any equivalent system that meet our working nature live line (washing process) and meet well-known international standards, so that a mounted tank for water is used for this purpose.

1. WATER PUMP.

- Suitable pump for our requirement and required working height.
- To be powered by the main hydraulic pump via hydraulic motor or separate engine

2. <u>HIGH PRESSURE HOSES, NOZZLES, AND GUNS.</u>

- "1" inch diameter two hoses (Lightweight, Flexible, Scratch Resistant, Heat Resistant, Withstands high water pressure), mounted on reels.

2.1. Main Hose

- To be mounted on reel and fixed on the top of the first stage of boom, winding and rewinding of the hose on reel should be synchronized with retracting and extending the whole boom.
- To be coupled with the main washer nozzle (which is fixed on the top of the boom) and coupled with water system with permanent couplers.

2.2. Hose reel

- Mounted on reel and to be fixed on right side of the deck of the chassis.
- Should be (50) m length with high pressure wash gun with dead man type variable flow control trigger and 10-12mm nozzle, with two spare gun.
- Working cage should be supplied with an automatic gun.

2.3. The automatic washing gun:

- Should be possible to be fixed on both, the top of the boom, and the platform and to be easy to fix easy to move, also it should be moving automatically, controlled from the turntable control panel.

- Should have a horizontal and vertical movement which gives a good scope of action.
- Nozzle 10 12mm diameter.

3. <u>PLUMPING STATION.</u>

- Constant flow circulating line from pump to water tank for shock protection when wash gun trigger is shut off.

4. CONTROL STATION

Shall include the Following:-

- High Pressure water gauge.
- Digital water conductivity gauge (range 0-2000 micro Siemens) with preset selector values of the maximum conductivity before shutdown the system and temperature gauge.
- Constant flow line indicator.
- Audible alarm (sound at low level and high conductivity of distal water).
- Engine / pump stops at minimum water level and at "400" micro Siemens and any system faults occurs through operation process.
- Water tank level indicators.
- Note: in case of using any other technology, the company must provide us with all detailed design and certificates for the system use

5. STORAGE WATER TANK

- At least 2 cubic meters storage capacity.
- Low profile, preferable to be semi elliptical or D-shape tank type.
- 316L grade stainless steel, not less than (4) mm thickness
- Holes for clean out.
- Front and rear "20 " inch hatches.
- Operation Platform of safety grid with access ladder.
- Ladders or steps with handholds to be located adjacent to the hatches
- Strainers should be provided at hatches and at the suction outlet of tank.
- Automatic breathing vent
- Tank drain port.
- Drawing and dimensions for water tank should be given.

• **OPERATING SYSTEMS:**

Washing System should be operated as the following:

- 1- Main Control panel on turntable with which we can operate the chassis diesel engine , the water pump , boom and the main water nozzle
- 2- Platform Control Panel with which we can operate the chassis diesel engine and boom and the horizontal movement of the cage.
- 3- Wireless remote control system with which we can operate the chassis diesel engine and boom. This system will be used when doing live line maintenance for transmission lines by aerial platform.

C. <u>Truck</u>

Additional to the following specification, truck should meet all the requirements of the mentioned boom type washing system.

1. Payload:

Should be suitable for carrying the mentioned equipment, that not to exceed permitted axial load.

2. Driving System:

(8X8), The number of axles for should be mentioned.

3. Transmission:

Automatic or manual gear shift with differential lock.

4. Brake:

- Air or air-hydraulic system.
- Engine brake or exhaust brake.
- Retarding System.
- ABS system.
- Parking brake.

5. Steering:

(L.H.D) 4 wheel power steering .

6. Rims and tires:

- Standard rims and tires, single type is preferable.
- All tires to be the same size is preferable.
- The tires must be suitable for all terrain, whether on asphalt roads or on hard or soft sand, rugged and difficult terrain.

7. Towing Hooks

Heavy duty hooks to be fitted in front and rear for towing

8. Cab

- Single steel cab.
- Ventilation, heating and air conditioning system.
- Defroster for front shield.
- Multi speed wiper, washer and intermittent wipe.
- Automatic seat belt.
- Two sun visors.
- Manufacturer's standard instruments warning light and accessories.
- Digital tachygraphy.
- Two rotating beacons on each side of the cab roof & working cage.

9. Miscellaneous

The following should be delivered:

- Spare wheel and tire, complete with carrier and lifting winch.
- Wheel changing tools.
- Set of standard tools.
- Tire inflation device.
- Fire extinguisher.
- Mudguards.

1.4. CATALOGUES

The following catalogues should be delivered for vehicle and aerial left unit.

- 1. Operating instructions.
- 2. Parts catalogues.
- 3. Workshop manual.
- 4. Maintenance manual.
- 5. Diagnostic manual.
- 6. User manual.
- 7. Programs used catalogues.
- 8. Thirty copies of brief handbook for operation instruction of Aerial lift unit only

Above catalogues should include the washing system (include all its parts), telescoping aerial boom (hydraulic, electric and control systems), and the truck (powertrain, body, chases, electrical parts) and they should be original (not copy) and in English language.

1.5. <u>DIMENSIONS</u>

Maximum dimensions of the vehicle when traveling on roads should be as the following:

- 1. Total Width: should not exceed (260) cm.
- 2. Total Length: should not exceed (1200) cm.
- 3. Total Height: should not exceed (420) cm.

1.6. GROUNDING KIT

- 20 m grounding cable (with 95mm cross section area) with one earth end clamp for fixing to the earthing stud fitted to washer sub frame and one line end clamp for attaching to pylon
- Winding and rewinding on motorized reel fixed on suitable place on the chassis. The grounding cable must carried the phase to ground short circuit amps of 420 kV or above.

1.7. INSPECTION

The Tenderers is required to provide all facilities to enable the Employer's representatives to carry out the necessary inspection and testing in two stages:

1.7.1. FAT TEST:-

All required Mechanical and Electrical Inspection according to the latest international standard (IEC, ANSI/SIA, ASTM, and/or other relevant international standards as may be approved and shall satisfy OSHA should be carried out at the manufacturer's works and witnessed by three inspectors of NEPCO staff as follows:-

- 1. Visual inspection test.
- 2. Load test.
- 3. Function and operation test.
- 4. Leakage current test.
- 5. Hydraulic test.
- 6. Washing system test,etc tests.
- Test report should conform and include the following:
 - According to latest version of ANSI / EN standard or equivalent.
 - Certified (signed and stamped) by the manufacturer / or third party.
 - In English language, printed officially and stamped.
 - Type of Aerial Lift.
 - Date of issuance of certificate.
 - All results of test in pass status.

1.7.2. <u>TYPE TEST:-</u>

Full Type Test shall be carried out at recognized independent international laboratories accredited according to ISO/IEC. The test should be according to the latest ANSI/SIA, ASTM, and/or other relevant international standards as may be approved and shall satisfy OSHA as follows:-

- 1. Structural tests.
- 2. Magnetic Particle inspection.
- 3. Dye penetrant inspection.
- 4. Torque testing.
- 5. Compression test (Fiber to resin ratio).
- 6. Acoustic Emission / Kieser testing (tensile strength / materials / test load of 1- 0.5 to 2 time of rated load).
- 7. Ultrasonic test UT/magnetic particle inspection.
- 8. Dielectric test (electrical qualification).
- 9. Differential scanning calorimetry (DSC) test.
- 10. Mechanical load time test.
- 11. Power frequency withstand voltage test.
- 12. Switching surge withstand volage test.
- 13. Extended switching surge withstand voltage test.

The electrical field calculation should be provided with the offer and the maximum electrical field value should be compared with the voltage of aging test where the value of maximum electrical field should be less than the value of aging test.

The Full Type Test certificates shall be in English language and accompanied by the drawings of equipment tested.

1.8. TRAINING

The training divided two parts as follows:

Part I: Training for Vehicle Maintenance stuff:

- The training should be held in Jordan on hydraulic, electric and washing systems of telescopic system for two weeks and should be carried out in presence of crew from NEPCO.
- The training course should be included the following:
 - a) Principle of washing system maintenance (Electrical and Mechanical).
 - b) Diagnosis and repair instruction.
 - c) Give a maintenance certificate for crew on hydraulic and electric systems of telescopic system.

Part II: Training for Bare-Handing Stuff (live line maintenance):

- The training should be held in Jordan for operating and using of the isolated boom on the line Bare-handing for the rated voltage 420kVand 145kV for two weeks and should be carried out in presence of crew from NEPCO for: -
 - 1) Training NEPCOs stuff for operating the truck mounted Arial telescopic unit.
 - 2) Bare-handing (Live Line of 420kv or above) for NEPCOs stuff on live line maintenance.
- The training course should be included the following:
 - 1) <u>20 Full body conductive suit with different sizes (to be determined</u> <u>later) for NEPCO lineman with its approved certificate test</u> <u>(optional).</u>
 - 2) <u>20 conductive boots with different sizes with its approved certificate</u> <u>test (to be determined later) (optional).</u>
 - 3) <u>25 special goggles for live line maintenance (optional).</u>
 - 4) Operation of telescopic isolated boom unit.
 - 5) Pocket size operating instructions book, and A4 sheets size.
 - 6) Lowering the telescopic boom in emergency cases.
 - 7) Principle using of the isolated boom on live lines and Bare-handing.

- All necessary preparation and equipment required before working on live lines.
- 9) All necessary training on tools and devices for testing the isolated boom with its check list documents.
- 10) Annual test procedure.
- 11) Give Authorised Operator certificate, and Bare-handing for rated voltage420 KV and 145 KV certificate for NEPCOs stuff.

A price for above two parts training should be included in the main offer price.

3. Variance with Conditions of Contract

In the event of there being any inconsistency between the provisions of this Specification and the Conditions of Contract, the provisions of the Conditions of Contract shall prevail and shall be considered as incorporated in the Contract.

4. <u>Dates for completion</u>

The dates of readiness for inspection and testing, access to site(s), delivery and completion of the various Sections of the Contract Works shall be as stated in the Schedules.

5. Language and system of units

The English language shall be used in all written communications between the Employer the Engineer and the Contractor with respect to the services to be rendered and with respect to all documents and drawings procured or prepared by the Contractor pertaining to the work, unless otherwise agreed by the Engineer.

It is required that all equipment labels or plates and the Operating and Maintenance Instructions be written in English.

The design features of all equipment shall be based on the SI system of units.

6. <u>Compliance with regulations</u>

All supplied materials, and all work carried out shall comply in all respects with such of the requirements of the Regulations and Acts in force in the country of the Employer as are applicable to the Contract Works and with any other applicable regulations to which the Employer is subject.

SECTION (6)

TECHNICAL SCHEDULES

Schedule (A)

MANUFACTURER TECHNICAL PARTICULARS AND GURANTEES

Item No.	DESCRIPTION	PARTICUALRS
1	TRUCK MOUNTED WITH ISOLATE	D TELESCOPING ARIAL BOOM
1.A	Telescopic Aerial Boom	Information to be submitted with tender according to the required specifications.
1.B	Isolated boom	Information to be submitted with tender according to the required specifications.
1.C	Live Line Insulator washing system	Information to be submitted with tender according to the required specifications.
1.D	Truck	Information to be submitted with tender according to the required specifications.

SCHEDULE (B)

DEVIATIONS OR EXCEPTIONS TO THE TENDER DOCUMETNS

Tenderers shall enter below all deviations from the Tender documents in sequential order. In the absence of any listed deviation it is deemed that the Tender document requirements are fully complied with.

Clause No. in the Tender Document	Deviation

The Tenderer hereby confirms that, except for the deviations listed in this schedule, this proposal is fully in compliance with the Tender Documents.

Tenderer's signature and Stamp:

Date

SCHEDULE (C)

MANUFACTURERS AND PLACE OF MANUFACTURE TESTING. INSPECTION. SHIPMENT AND STANDARDS

Item No.	Description	Manufacturer and place of Manufacture	Place of testing and inspection	Port of shipment	Standards
1	Telescopic Aerial Boom				
2	Isolated boom				
3	Live Line Insulator washing system				
4	Truck				
5	Full body conductive suit (optional)				
6	Conductive boots (optional)				
7	Special goggles (optional)				
8	*Full Type Test for isolated boom witnessed by two inspectors from NEPCO's engineers				

* Full Type Test for isolated boom similar of the offered isolated boom should be submitted with the offer.

Type test reports should not be older than 10 years and shall be issued from recognized independent international laboratories accredited according to ISO/IEC. Otherwise, the contractor shall implement new Full Type Test by approved third party recognized independent international laboratory accredited according to ISO/IEC and witnessed by two inspectors from NEPCO's engineers.

SCHEDULE (D)

DATES FOR MANUFACTURE, TESTING AND DELIVERY

THIS SCHEDULE MUST BE COMPLETED BY THE TENDERER AND THE ENTERED PERIODS SHALL BE BINDING TO THE CONTRACTOR

Item No.	Description	Commencement	Completion ex-work	Testing	Delivery DAP
1	Telescopic Aerial Boom				
2	Live Line Insulator washing system				
3	Truck				

SECTION (7)

PRICE SCHEDULES

SCHEDULE (E)

PRICE OF EQUIPMENT

NOTE: All prices shall be deemed to be firm for the duration of the contract and no price variation will be permitted

				Price	
ITEM	Description	Qty	Unit	*Currency	
				Unit price (DAP)	Total price (DAP)
1	TRUCK MOUNTED	1	Set		
	WITH ISOLATED TELESCOPING				
	ARIAL BOOM				
2		1	Set		
	Jib arm with braided rope (optional)				
3		20	Set		
	Full body conductive suit (optional)				
4		20	Set		
	Conductive boots (optional)				
5	Special goggles	25	Set		
	Special goggles (optional)				
	**TOTAL TO OVER A	LL SUMM	ARY SCH	EDULE E	
L	* C4-4- E				

* State Foreign Currency.

Total Tender Price (Say):

.....

** The total Price of tender shall be including two parts training, witnessing and inspection by Employer's representatives (three inspectors) according to clause (5) in tender conditions.

TENDERERS STAMP/SIGNATURE

Appendixes

Appendix No.1

Bidder Financial data for financial capability determination

Company Name:

Currency:

Financial Data Description	last three Financial Statements				
Financial Data Description	insert year 1	insert year 2	insert year 3		
Current Assets					
Inventory					
Current Liabilities					
Non Current Liabilities					
Net Profit (After Tax)					
Total Assets (Average)					
Operating Profit					
Net Sales					
Net Working Capital (Average)					
Net Accounts Receivable (Average)					
Total Assets					
Total Liabilities					
Owner's Equity					

Instructions:

- 1- Financial statements for last three years with independent public accountant signed report shall be attached.
- 2- Fill the form according to figures and currency mentioned in the financial statements without any further adding or subtract or exchange to another currency.
- **3-** Any wrong inserting is subject to correction.
- 4- Neither holding Company financial data nor subsidiary Co are required.

Appendix No.2

Bidder Financial analysis ratios for financial capability determination

Company Name:

Financial An	alysis Ratios	Formula	last three Financial Statements		
			insert year 1	insert year 2	insert year 3
	Current Ratio	Current Assets / Current Liabilities			
1. Liquidity Ratios	Quick Ratio	Current Assets - inventory / Current Liabilities			
	Return on Investment	Net Profit (After Tax) / Total Assets (Average)			
2. Profitability Ratios	Operating Profit Ratio	Operating Profit / Net Sales			
	Net Profit Ratio	Net Profit (After Tax) / Net Sales			
	Net Working Capital	Current Assets - Current Liabilities			
	Working Capital Turnover	Net Sales / Net Working Capital (Average)			
3. Activity & Operating Ratios	Accounts Receivable Turnover	Net Sales / Net Accounts Receivable (Average)			
	Average Collection Period	365 / Accounts Receivable Turnover			
	Assets Turnover	Net Sales / Total Assets			
	Current liability to Total Assets Ratio	Current Liabilities / Total Assets			
4.Coverage Ratio	Non-Current liability to Total Assets Ratio	Non-Current Liabilities / Total Assets			
	Dept To Equity Ratio	Total Liabilities / Owner's Equity			

1- Ratios shall be calculated according to figures filled in appendix No.1.

2- Any Wrong calculation is subject to correction.

Appendix No.3

Eligibility and Qualification table

Company Name:

The following Eligibility and Qualification schedule is to be filled and submitted with the offers for the Truck and the Isolated Boom separately

ITEM	PROJECT NAME / COUNTRY	DATE OF SUPPLY / INSTALLATION	END USER DETAILS
1			
2			
3			
4			
5			

IMPORTANT NOTICE

- 1- Failure to fill this table and provide the relevant testimonials and end user certificates for the mentioned projects will result in rejection of the tender.
- 2- General reference list will not be considered for eligibility purpose.
- 3- NEPCO will contact with end-users, so clear address should be indicated otherwise the offer will be rejected.