

SECTION 1: INVITATION TO TENDERERS

1. NEPCO invites sealed tenders from eligible Tenderers for the supply of fifteen sets of HF coupling units .
2. Interested eligible Tenderers may obtain further information and inspect the Tender Document at the Procurement Department of:

**National Electric Power Company (NEPCO),
P.O. Box 2310
Amman 11181 Jordan
TEL: 5858615 or 5804000
FAX: 5818336.**

3. One volume of Tender Document comprises one copy of each of the following:

**Invitation to Tender
Tender Acknowledgement
Instruction to Tenderers
Forms
Conditions of Contract (General and Special).
Technical Specification.
Technical Tables
Tender Price Summary**

4. A complete Tender Document may be purchased by any interested eligible Tenderer on application to the mentioned address and upon payment of a nonrefundable fee that is equivalent to (75) Jordanian Dinars.
5. The enclosed Tender Acknowledgement should be filled out and returned to NEPCO immediately after the purchasing of the Tender Document.
6. Tenders must be completed and delivered to the mentioned address in Jordan as detailed in the instructions to Tenderers.

7. All Tenders must be accompanied by a Tender Bond in an amount of (1800) JD as detailed in the Instruction to Tenderers in the form of a bank guarantee issued directly by an approved bank located in Jordan, in the form provided in the Tender Document.
8. Tenders must be received by the Employer not later than (**14:00**) p.m. Amman time on **MONDAY 01/ 07 / 2024** at the following address:-

The Secretary of Tendering Committee
National Electric Power Company (NEPCO)
P.O. Box (2310)
Amman 11181- Jordan.

TENDER ACKNOWLEDGEMENT

FAX

Date:

National Electric Power Company
P.O. Box 2310
Amman 11181
Jordan
Telefax: + 962-6-5818336

Attention: Managing Director

Dear Sirs:

We the undersigned

.....
.....

Acknowledge the receipt of the Tender Documents for Tender No. 23/2024 for the supply of fifteen sets of HF coupling units .

We wish to receive all further information concerning these Tender Document at the following address:

Name:

Signature:
.....

Address:

Attention:

Fax No.:

Tel. No.:

E-mail:

SECTION 2

2.1 GENERAL

NEPCO plans to change the old HF coupling units at the substations in the southern and eastern regions.

This Tender includes supply of fifteen sets of HF coupling units.

2.1.1 Scope of work:

Supply on the basis of CFR Aqaba port or CPT QAIA of:

A- Fifteen sets of HF coupling units with inter circuit coupling.

2.1.2 Source of funds

The cost of the works described above shall be financed by NEPCO.

2.1.3 Eligible Tenderers:

This invitation to Tender is open to all Tenderers who satisfy the requirements concerning past experience for projects of this nature clause 2.3.1.3 attachment 3.

2.1.4 Eligible Equipment and Services:

For the purposes of these Tender Documents, the word "Facilities" means HF coupling units as specified in scope of works to be supplied and other services to be carried out by the Contractor under the Contract.

2.1.5. Cost of Tendering

2.1.5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.1.6. Site Visit

2.1.6.1 The Tenderer is advised to visit NEPCO sites and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract. There will be no formal site visit or pre-tender meeting.

2.1.6.2 The Tenderer and any of his personnel or agents will be granted permission by the Employer (NEPCO) to enter his premises and lands for the purpose of such inspection but only upon the condition that the Tenderer, his personnel or agents, will release and indemnify the Employer (NEPCO) and his personnel or agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs, and expenses however caused, which for the exercise of such permission would not have arisen.

2.1.6.3 Failure to investigate the Site shall not relieve the Tenderer from responsibility for estimating properly the difficulty or cost of successfully performing the Works.

2.2 TENDER DOCUMENTS

2.2.1 Content of Tender Documents

2.2.1.1 The Works required, tender procedures, Contract Terms and Technical requirements are described in the Tender Documents. The Tender Documents include: -

INVITATION TO TENDER
TENDER ACKNOWLEDGEMENT
INSTRUCTIONS TO TENDERERS
FORMS
CONDITIONS OF CONTRACT (GENERAL AND SPECIAL)
TECHNICAL SPECIFICATION
TECHNICAL SCHEDULES
TENDER PRICE SUMMARY

2.2.1.2 The Tenderer is expected to examine all Instructions, Forms, Terms, Specifications and other information in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in rejection of his Tender.

2.2.2 Clarification of Tender Documents

2.2.2.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Employer (NEPCO) in writing or by telefax. The Employer will respond in writing to any request for clarification of the Tender Documents, which it receives no later than 3 days prior to the deadline for submission of Tenders prescribed by the Employer (NEPCO). Written copies of the Employer's response (including an explanation of the query but without identifying its sources) will be sent to all prospective Tenderers, which have received the Tender Documents.

2.2.3 Amendment of Tender Documents

2.2.3.1 At any time prior to the deadline for submission of Tenders, the Employer (NEPCO) may, for any reason, whether its own initiative, or in response to a clarification requested by prospective Tenderer, modify the Tender Documents by amendment.

2.2.3.2 The amendment will be notified in writing or by telefax and / or by E-mail to all prospective Tenderers, which have received the Tender Documents and will be binding to them. Tenderers are required to immediately acknowledge receipt of any such amendment and it will be deemed that the information contained therein will have been taken into account by the Tenderer in his Tender.

2.2.3.3 In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tender, the Employer (NEPCO) may, at his discretion, extend the deadline for the submission of Tenders.

2.2.4 Language of Tender

2.2.4.1 The Tender prepared by the Tenderer and all correspondence and documents related to the Tender exchanged by

the Tenderer and the Employer, shall be written in the English language.

2.3 PREPARATION OF TENDERS

2.3.1 Documents comprising the Tender

2.3.1.1 Documents comprising the Tender for Tender Preparation
The Tender prepared by the Tenderer shall be based on the Tender Documents identified in Clause 2.2.1.1.

2.3.1.2 Documents to be submitted by Tenderers
When submitting his Tender in accordance with clause 2.4 (Submission of Tenders) of these Instructions to Tenderers, the documents to be submitted are the following: -

-Tender Form duly completed and signed by the Tenderer together with all Attachments identified in Clause 2.3.1.3 below.

- Price Schedules duly completed by the Tenderer.

-Technical Schedules duly completed by the Tenderer.

The departures from the requirement of the Technical Specification, Drawings, Conditions of Contract and other commercial conditions on which the Tenderer has based the Tender should be detailed in Schedule (I).

2.3.1.3 Attachments to the Tender

Each Tenderer shall complete and submit with his Tender the following attachments; and all other attachments.

Attachment 1: Tender Bond

A Tender Bond furnished in accordance with Clause 2.3.5.
See Tender Bond Form.

Attachment 2: Power of attorney

A power of attorney, duly authorized by a Notary Public, indicating that the person(s) signing the Tender have the authority to sign the Tender and thus that the Tender is binding upon the Tenderer during the full period of its validity in accordance with Clause 2.3.6.

Form to be prepared by the Tenderer.

Attachment 3: Tenderer's eligibility and qualifications

The documentary evidence of the Tenderer's qualifications to perform the Contract if his Tender is accepted, shall establish to the Employer's satisfaction the following: -

- a. That, in the case of a Tenderer offering to supply materials under the Contract which the Tenderer does not manufacture or otherwise produce, the Tenderer has been duly authorized by the manufacturer or producer of the Equipment to supply them in the Employer's country;
- b. That the Tenderer has the financial, technical and production capability necessary to perform the Contract. In particular it is required that:
 - I) HF coupling units shall be manufactured in his own country where reasonable quantities of HF coupling units were installed in his country in similar plants.
 - II) **The Tenderer has completed at least five Contracts for similar materials outside his own and manufacturing country in the last ten years.**
 - III) **That the materials (HF coupling units) to be supplied, has been in successful commercial operation for at least three years in two different countries outside his own country and at least five locations in his own country.**
- C. That the main contractor shall have supplied similar materials, which has been in commercial operation as stated in (b) above.

This requirement applies to materials from the same manufacturing unit, which will supply the materials for this project; experience of

other manufacturing units within the subcontractor's organization is not acceptable.

Information shall be supplied in a schedule about the Tenderer's experience. (Form to be prepared by the Tenderer and added to the forms). Failure to supply the required qualification documentation to the satisfaction of the Employer may result in rejection of the Tender.

Attachment 4: Eligibility of the Facilities

Documentary evidence established in, accordance with Clause 2.1.4 that the Facilities to be supplied by the Tenderer and eligible and conform to the Tender Documents.

The documentary evidence of the conformity of the Facilities to the Tender Documents may be in the form of literature, drawings and data, and shall furnish the following: -

- a. A detailed description of the essential technical and performance characteristics of the Facilities.
- b. A list giving full particulars, including available Facilities.
- c. A list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of Facilities as required by the Technical Specification;
- d. Commentary of the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the Facilities to those Specifications or, in Schedule (I) a statement of departure from the Technical Specifications.

Tenderers shall note that standards for workmanship, materials and equipment designated by the Employer in the Tender Documents are intended to be descriptive only and not restrictive. Form to be prepared by Tenderers.

Attachment 5: Sub-contractors proposed by the Tenderer

With his Tender, the Tenderer shall include details of all major items of Services and Materials supply, which propose sub-letting, giving details of the name and nationality of the proposed subcontractor for each item.

Tenderers are free to list more than one sub-contractor against each item. Quoted rates and prices will be deemed to apply whichever subcontractor is appointed and no adjustment of the rates and prices will be permitted on their account.

The Tenderer shall be responsible for ensuring that any subcontractor proposed by him complies with the requirements of clause (2.1.3) (Eligible Tenderers), and that any Materials or Services to be provided by the subcontractor comply with the requirements of Clause (2.1.4) (Eligible Materials and Services).

The Employer (NEPCO) reserves the right to delete any proposed subcontractor from the list prior to award of Contract.

2.3.2 Tender Forms and Price Schedules

2.3.2.1 The Tenderer shall complete and submit the Tender Forms and the appropriate Price Schedules furnished in the Tender Documents in the manner and detail indicated therein, following the requirements of Clause 2.3.3.

2.3.3 Tender Prices

2.3.3.1 Tenderers shall quote for the entire Works on a "single responsibility" basis such that the total Tender price covers all the contractor's obligations mentioned in or reasonably to be inferred from the Tender Documents including the acquisition of all permits, approvals and licenses etc., operation, maintenance and training services and such other items and services as may be specified in the Tender Documents, all in accordance with the requirements of the Conditions of Contract.

2.3.3.2 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules.

2.3.3.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to the variation on any account. A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.3.4. Tender Currencies

2.3.4.1 Prices shall be quoted in the following currencies:

HF coupling units to be supplied from abroad shall be quoted entirely in foreign currency, as provided for in Sub-Clause 2.3.4.2 below.

2.3.4.2 The foreign currency component of items under sub-Clause 2.3.4.1a above shall be quoted either in the currency of the Tenderer's home country, or other currencies of the contractor's choice. Furthermore a Tenderer expecting to incur a portion of his expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in its Tender. In such a case, the prices shall be expressed in different currencies and the respective amounts in each currency together shall make up the total price.

2.3.5. Tender Bond

2.3.5.1 All Tenders must be accompanied by a Tender Bond in an amount of (1800) JD in the form of a bank guarantee issued directly by a bank located in the Employer's country acceptable to the Employer, in the form provided.

2.3.5.2 The Tender bond is required to protect the Employer (NEPCO) against risk of Tenderer's conduct, which would warrant the bond's forfeiture, pursuant to Sub-Clause 2.3.5.6.

2.3.5.3 Any Tender not secured in accordance with Sub-Clause 2.3.5.1 will be rejected by the Employer (NEPCO) as non-responsive, pursuant to Sub-clause 2.5.3.4.

2.3.5.4 An unsuccessful Tenderer's Tender Bond will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of Tender validity prescribed by the Employer (NEPCO), pursuant to Clause 2.3.6.

2.3.5.5 The successful Tenderer's Tender Bond will be discharged upon the Tenderer executing the Contract, pursuant to Clause 2.6.5, and furnishing the performance Bond, pursuant to Clause 2.6.6.

2.3.5.6 The tender bond may be forfeited:

- a. If a Tenderer withdraws his tender during the period of tender validity specified in Clause 2.3.6; or
- b. In case of a successful Tenderer, if the Tenderer fails:-
 - i. To sign the Contract in accordance with Clause 2.6.5; or
 - ii. To furnish performance Bond in accordance with Clause 2.6.6.

2.3.6 Period of validity of Tenders

2.3.6.1 Tenders shall remain valid for 150 days after the closing date for the receipt of tenders prescribed by the Employer (NEPCO) pursuant to Sub-Clause 2.4.1.1. A Tender for a shorter period shall be rejected by the Employer (NEPCO) as non-responsive.

2.3.6.2 In exceptional circumstances, the Employer (NEPCO) may solicit the Tenderer's consent to an extension of the period of validity of the tenders. The request and responses thereto shall be made in writing or by telefax. If a Tenderer accepts to prolong the period of validity, the tender Bond shall also be extended accordingly. A Tenderer may refuse the request without forfeiting his Tender Bond. Any tender granting the request will not be required nor permitted to modify his Tender.

2.3.7 Format and signing of Tender

2.3.7.1 The Tenderer shall prepare an Original and one Copy of the tender clearly marking each one as "Original" and "Copy". In the event of any discrepancy between the Original and the Copy, the Original shall govern.

2.3.7.2 The Original and the Copy of the Tender, each consisting of the documents listed in clause 2.3.1.2, shall be signed by the Tenderer or a person or persons duly authorized by written power-of-attorney accompanying the Tender and submitted as Attachment 2 to the Tender under clause 2.3.1.3 to bind the Tenderer to the Contract. All pages of the Tender, except for unamended printed literature, shall be initialed by the person or persons signing the Tender.

2.3.7.3 The Tender shall contain no interlineations, erasures or overwriting except as shall be initialed by the person or persons signing the Tender.

2.3.7.4 The “Original” and the “Copy” of the Tender shall comprise one envelope marked and containing tender submission as follows: -

Envelope Contents: -

- Tender bond (Clause 2.3.1.3, Attachment 1).
- Power of Attorney (Clause 2.3.1.3, Attachment 2).
- Documents to provide evidence of the Tenderer's qualification to carry out this work (clause 2.3.1.3 Attachment 3).
- Form of Tenderer's Experience.
- Technical schedules, literature, drawings and data (Clause 2.3.1.3, Attachment 4).
- Form of Tender.
- Detailed Price and Summary schedules, etc.
- Sub-contractors proposed by the Tenderer (Clause 2.3.1.3, Attachment 5).

2.4 SUBMISSION OF TENDERS

2.4.1 Sealing and Marking of Tenders

2.4.1.1 The Tenderers shall seal the "original" and the "copy" of the Tender addressed and marked as further described in the sub-clauses (2.4.1.2 and 2.4.1.3).

2.4.1.2 The envelopes shall be sealed and:

- a. Addressed to the Employer (NEPCO). See Invitation to Tenderers.
- b. Bear the Tender Number, the Contract Name and the words "Do not open before the Date specified in the Invitation Letter"

2.4.1.3 The envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "Late".

2.4.1.4 If the Tender is not sealed and marked as required by sub-clauses

2.4.1.2 And 2.4.1.3, the Employer (NEPCO) will assume no responsibility for the misplacement or premature opening of the Tender.

2.4.2 Deadline for submission of Tenders

2.4.2.1 Tenders must be received by the Employer (NEPCO) not later than the time and date stated in the Invitation Letter to tender and Announcements.

2.4.2.2 The Employer (NEPCO) may, at his own discretion, extend this deadline for submission of Tenders by amending the Tender Documents in accordance with sub-clause 2.2.3.3, in which case all rights and obligations of the Employer (NEPCO) and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3 Late Tenders

2.4.3.1 Any Tender received by the Employer (NEPCO) after the deadline for submission of Tenders prescribed by the Employer (NEPCO), pursuant to Clause 2.4.2, will be rejected and returned unopened to the Tenderer.

2.4.4 Modification and withdrawal of Tenders

2.4.4.1 The Tenderer may modify or withdraw his Tender after submission, provided that written notice of the modification or withdrawal is received by the Employer (NEPCO) prior to the deadline prescribed for submission of Tenders.

2.4.4.2 The Tenderer's modifications shall be prepared, sealed, marked and dispatched as follows: -

- a. The Tenderers shall provide an Original and one copy of any modification to their tender, clearly identified as such, in two inner packages duly marking the package as “Tender Modification Original” and “Tender Modification copy”. The package shall be sealed, duly marking the package as “Tender Modification”
- b. Other Provisions concerning the marking and dispatch of Tender modifications shall be in accordance with Sub-Clause 2.4.1.2, 2.4.1.3 and 2.4.1.4.
- c. Modifications received after the deadline for submission of Tenders will be ignored.

2.4.4.3 A Tenderer wishing to withdraw his Tender shall notify the Employer in writing prior to the deadline prescribed for the submission of Tenders. A withdrawal notice may also be sent by telefax but must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

The notice of withdrawal shall be addressed to the Employer (NEPCO) and bear the Tender Number, the Contract Name and the words "Tender Withdrawal Notice". Tender withdrawal notices received after the deadline for submission of Tenders will be ignored and the submitted Tender will be deemed to be a validly submitted Tender.

2.4.4.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in clause 2.3.6, Withdrawal of a Tender during this interval may result in the Tenderer’s forfeiture of its Tender bond, pursuant to sub-clause 2.3.5.6.

2.5 TENDER OPENING AND EVALUATION

2.5.1 Opening of Tenders by Employer (NEPCO)

2.5.1.1 There will be no public Tender opening or announcement of Tender Prices.

2.5.2 Clarification of Tenders

2.5.2.1 To assist in study, evaluation and comparison of Tenders, the Employer (NEPCO) may, at its discretion and at any time, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

2.5.3 Preliminary Study of Tenders

2.5.3.1 The Employer (NEPCO) will study the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

2.5.3.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit Price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Tenderer does not accept the correction of errors, its Tender will be rejected.

2.5.3.3 Prior to the detailed evaluation, the Employer (NEPCO) will determine whether each Tender is substantially responsive to the Tender Documents, For purposes of these Clauses, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tender Documents without material departures.

2.5.3.4 A Tender determined as not substantially responsive will be rejected by the Employer (NEPCO) and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.5.3.5 The Employer (NEPCO) may waive any minor informality, nonconformity or irregularity in a Tender which does not constitute a material departure, provided such a departure has been identified by the Tenderer and does not prejudice or affect the relative ranking of any Tenderer.

2.5.4 Conversion to Single Currency

2.5.4.1 To facilitate evaluation and comparison, the Employer (NEPCO) will convert all Tender prices expressed in amounts in various currencies in which the Tender price is payable, to Jordan Dinars at the selling exchange rate established for transactions by Central Bank of Jordan on the date of the Tender submission.

2.5.5 Evaluation of Technical Aspects

2.5.5.1 The Employer (NEPCO) will carry out a detailed evaluation of the Tender previously determined to be substantially responsive in order to determine whether the Technical Aspects are in accordance with the requirements set forth in the Tender Documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Tenders based on the information supplied by the Tenderers, taking into account the following factors:

- a.** Compliance with the Technical Specifications and Drawings.
- b.** Departures from the Technical Specifications and those departures not so identified.
- c.** Completeness and quality of information supplied by the Tenderer in response to the Tender Documents.
- d.** Overall completeness and functional compatibility of the facilities offered including achievement of specified performance criteria.
- e.** Suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site.
- f.** Compliance with the time schedules called for in the Tender Documents.
- g.** Long term availability of spare parts and maintenance services.
- h.** Experience and references in respect of the facilities, including compliance with requirements regarding qualification; and
- i.** Any other relevant factors which the Employer (NEPCO) deems necessary or prudent to take into consideration.

2.5.6 Evaluation of Commercial Aspects

2.5.6.1 The Employer's evaluation of Commercial Aspects in each Tender will exclude and not take into account the following:-

- a. In the case of Materials of foreign origin offered from abroad customs duties and other similar import taxes, which will be, payable if the Contract is awarded to the Tenderer.
- b. In the case of Materials manufactured in the Employer's country or of foreign origin already located in the Employer's country, sales and other similar taxes, which will be payable on the finished Materials if the contract is awarded to the Tenderer.

2.5.6.2 The Employer's evaluation of a Tender will take into account, in addition to the Tender prices the following factors, in the manner and to the extent indicated in sub-clause 2.5.6.3 and in the Technical Specifications:

- a. Time schedule offered in the Tender;
- b. Departures from contractual and commercial conditions as identified in Schedule and other departures not so identified;
- c. The cost of components, spare parts, tools and appliances;
- d. The projected operating and maintenance costs during the life of the facilities.
- e. The performance and productivity of the Facilities offered; and
- f. The extra costs of work, services, facilities etc, required to be provided by the Employer (NEPCO) or third parties.

2.5.6.3 Pursuant to sub-clause 2.5.6.2 the following evaluation methods will be followed:

- a. Time schedule
The Materials covered by this Invitation to Tenderers are required to be delivered within the completion time. No credit will be given to earlier completion. The losses suffered by the Employer (NEPCO) for completion beyond the named period have been estimated at 0.5 percent of the Tender price per week of delay, and for the purposes of comparative evaluation only, a corresponding adjustment will be added to the Tenders offering completion later than the named period. Tenderers are required to base their prices on the completion time.

b. Contractual and commercial alternatives (Not applicable).

c. Cost of Spare Parts

Such costs shall be added to the tender price for evaluation.

d. Performance and productivity of the Facilities

Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specifications.

Materials offered shall have a minimum performance specified in the Technical Specification to be considered responsive. Tenders offering Materials with a performance less than the minimum specified shall be rejected.

2.5.7 Contacting the Employer (NEPCO)

2.5.7.1 Subject to Clause 2.5.2, no Tenderer shall contact the Employer on any matter relating to its Tender, from the time of the opening of Tenders to the time the Contract is awarded unless he is invited for clarifications.

2.5.7.2 Any effort by a Tenderer to influence the Employer (NEPCO) in the Employer's Tender evaluation, Tender comparison or Contract Award decisions may result in rejection of the Tenderer's Tender.

2.6. AWARD OF CONTRACT

2.6.1. Post-qualification

2.6.1.1 The Employer (NEPCO) will determine to his satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the contract.

2.6.1.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Clause 2.3.1.3 (Attachment 3), as well as such other information as the Employer deems necessary and appropriate.

2.6.1.3 An affirmative determination will be pre-requisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event; the Employer (NEPCO) will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.6.2 Award Criteria

2.6.2.1 Subject to Clause 2.6.3, the Employer (NEPCO) will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

2.6.3. Employer's right to accept any Tender and to reject any or all Tenders

2.6.3.1 The Employer (NEPCO) reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders at any time prior to award of contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

2.6.4. Notification of Award

2.6.4.1. Prior to the expiration of the period of Tender validity, the Employer (NEPCO) will notify the successful Tenderer in writing by letter or by telefax, to be confirmed in writing by letter, that its tender has been accepted.

2.6.4.2 The notification of award will constitute the formation of the Contract, which shall be deemed effective from the date of the said notification, subject to the fulfillment of the conditions stated in the conditions of Contract.

2.6.4.3 Upon the successful Tenderer's furnishing of performance bond pursuant to Clause 2.6.6, the Employer (NEPCO) will notify each unsuccessful Tenderer and will discharge its tender Bond, pursuant to Clause 2.3.5.

2.6.5. Signing of Contract

2.6.5.1 At the same time as the Employer (NEPCO) notifies the successful Tenderer that its Tender has been accepted, the Employer (NEPCO) will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.

2.6.5.2 Within 3 days of receipt of the Contract Agreement, the successful Tenderer shall sign the Contract Agreement and return it to the Employer. Contract signing date will be that on which the Contract is signed by the Employer.

2.6.6. Performance Bond

2.6.6.1 Within 10 days of the date of the letter of Award, the successful Tenderer shall furnish the performance bond in the amount of 10 percent of the Contract price in the form given.

2.6.6.2 Failure of the successful Tenderer to comply with requirements Of Clause 2.6.5 or Clause 2.6.4 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender bond, in which event the Employer (NEPCO) may make the award to the next lowest evaluated Tender or call for new Tenders.

SECTION 3

FORMS

NATIONAL ELECTRIC POWER COMPANY

Contract No. 23/2024

Form of Tender

MANAGING DIRECTOR
NATIONAL ELECTRIC POWER CO.
P.O BOX 2310
AMMAN, 11181
THE HASHEMITE KINGDOM OF JORDAN

Dear Sir,

1. Having examined the conditions of contract, Specifications and Schedules for above works, we the undersigned, offer to design manufacture, CFR Aqaba seaport or CPT QAIA supply, works test, and deliver said works described in the Specifications and Schedules and in accordance with the said conditions of 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 150 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.

If our tender is accepted, we will deliver to National Electric power Company within 10 days of being called upon to do so a performance bond by a local bank (to be approved by the purchaser) to be jointly and severally bound with us in a sum equal to 10% of the contract value. The form of the performance bond will be as attached hereto.

We propose the following bank as surety in this respect: -

.....
.....
.....

4. We undertake if our tender is accepted and on receipt of your acceptance to commence and manufacture, works test, and complete for delivery ex-works, the whole of the works offered within.....weeks calculated from the date of written acceptance of the Tender, and to supply on basis of CFR Aqaba port or CPT QAIA the whole of the works offered within a further.....weeks.
5. We undertake to insure the Plant and materials against all risks from the time they leave the works until they are on shipped. We understand that shipment insurance will be affected by the National Electric Power Company and we will provide details of the plant and materials to be shipped in good time for the National Electric Power Company to arrange for the said shipment Insurance.
6. A Guarantee period will apply to each section of the works of (12) months from the date of receiving the equipment.
7. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this.....day of.....
Signature..... in the capacity of.....
Duly authorized to sign Tender for and on behalf of
.....
Address.....
Occupation.....

**NATIONAL ELECTRIC POWER
COMPANY**

Tender No.23/2024

FORM OF TENDER BOND

MANAGING DIRECTOR
NATIONAL ELECTRIC POWER COMPANY (NEPCO)
P.O. BOX 2310
AMMAN, 11181
THE HASHEMITE KINGDOM OF JORDAN

Dear Sir,

We are pleased to inform you that we guarantee
M/S.....

.....
....for the amount
of.....in order to
allow them to submit an offer for the due performance of the
undertakings and obligations as specified in their tender for contract No.
.....

This guarantee shall remain valid for a period of 150 days from the time
fixed for opening the Tenders by the National Electric Power Company.

This guarantee shall be free from any interest and will be extended or
paid in cash upon your first request in any form required, without the
need for notarial warning or judicial proceedings and without any rights
to delay, oppose, or stop payment on out part, or on the part of the
Tenderer or any of his representatives whomsoever.

This guarantee shall be deemed valid until the submittal of duly executed
Performance Bond.

Signed..... Bank

(Surety)

National Electric Power Company

NEPCO

Contract No. 23/2024

Contract Agreement

This Agreement made the _____ day of _____ 2018

Between _____

_____ (hereinafter called “the Employer”) and

_____ (hereinafter called (“ the Contractor”)

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

namely _____

and has appointed _____ as

the Engineer for the purposes thereof and has accepted a Tender by the contractor for the provision and execution of such Works in the sum of

_____ (hereinafter called “the Contract Price”).

Now it is agreed as follows: -

1. In this Agreement works and expressions shall have meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form this Agreement:-
 - a) The Letter of Acceptance.
 - b) The Preamble.
 - c) The Conditions of Contract part II.
 - d) The Conditions of contract part I.
 - e) The Specification.
 - f) The schedules.
 - g) The Contractor's Drawings.
 - h) The Tender.
3. The contractor shall provide execute and complete the Works and remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer shall pay the Contractor in consideration of the provision execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The parties have entered into this Agreement in accordance with their respective laws and statutes or constitutions of the date hereof by their duly authorized signatories.

Signature (s) on behalf of the Employer _____

Signature (s) on behalf of the Contractor _____

PERFORMANCE BOND

NO: _____.

M / S. NATIONAL ELECTRIC POWER COMPANY (NEPCO)

Amman - Jordan

At the request of _____ **bank**
(the Foreign bank) and on behalf of M/S.

(The Contractor name and address), we

(The local bank) issue in your favor our irrevocable and unconditional performance bond No. _____ in the amount of _____ (In words)

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

This bond will expire on _____, and shall be renewed automatically for a period of (3) Months and for consecutive similar periods until it is returned by you to us.

Bank _____ (Local Bank)

MAINTENANCE BOND

NO: _____.

M/S. NATIONAL ELECTRIC POWER COMPANY (NEPCO)
Amman - Jordan

At the request of Bank
(the foreign bank) and on behalf of M/S.
(the contractor name and address),
we
(the local bank) issue in your
favour

our irrevocable and unconditional maintenance bond No.
in the amount of (_____).

(in words) valid until

covering five Percent % of the Contract value
(Contract No. & Name), in this connection we the bank (local bank)
hereby consider Ourselves responsible for the unconditional payment to
you or your authorized representatives of the above sum on your first
written demand in whole or in part notwithstanding any objections on the
part of the above named contractor and without any need for notarial
warning or judicial proceedings.

This bond will expire on
and shall be renewed automatically for a period of three Months
and for consecutive similar periods until it is returned by you to
us.

_____ Bank

Bank)

(Local

ADVANCE PAYMENT BOND

NO.

M/S. NATIONAL ELECTRIC POWER COMPANY (NEPCO)
AMMAN – JORDAN

At the request of _____ Bank (the
foreign bank) and on behalf of M/S.

(The contractor's name and address)

We the (the local bank) issue in your favour our irrevocable and
unconditional Advance Payment Bond No. _____ in the
amount of (_____),

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

This guarantee shall be deemed valid until _____ and shall
be renewed automatically for (3) Months and for consecutive
similar periods until it is returned by you to us.

(Local Bank) Bank

**FEDERATION INTERNATIONALE
DES INGENIEURS - CONSEILS**

(FIDIC)

Section 4

SPECIAL CONDITIONS OF CONTRACT

The conditions of contract shall be the federation international des ingenieurs-conseils (FIDIC) conditions of contract for electrical and mechanical works (including erection on site), third edition, 1987, reprinted 1988 with editorial comments.

Part I, Special Conditions shall be read in conjunction with Part II, Special conditions, which are contained herein.

PART I

PREAMBLE

SUB- CLAUSE 1.1.1. (i) - Commencement date

Refer to Part II

Sub-Clause 1.1.12-The Employer

The Employer means the National Electric Power Company (NEPCO) whose registered office is at
P.O. Box 2310
Amman 11181
Jordan

Sub-Clause 1.1.15-The Engineer

The Engineer means the Employer (National Electric Power Company) (NEPCO) or any other competent person appointed by the Employer, and notified to the Contractor in writing, to act in replacement of the Engineer.

Sub-Clause 1.1.35-Time for Completion

The time for completion should be as quick as possible

Sub-Clause 1.6- Contractor's profit

Not applicable.

Sub-Clause 5.1-Ruling language

The version in the English language (ruling language) shall prevail.

Sub-Clause 5.2 -Day to day communications

The language for day to day communications is the English language.

Sub-Clause 12.1-Programme to be furnished

The programme must be submitted strictly in accordance with all of the Specification.

Sub-Clause 14.3-Electricity, Water, Gas and other Services

Supplies on the site are defined in the Technical Specification.

Sub-Clause 14.4-Employer's equipment

Not applicable

Sub-Clause 18.3-Working hours

The normal working hours are those of the Employer.

Sub-Clause 27.1-Delay in completion

Failure to meet the time for completion shall entitle the Employer to reduction in contract price as follows:

Percentage per week	- One half percent (0.5%)
Maximum	- Ten percent (10%)

Sub-Clause 27.2-Prolonged delay

Maximum amount recoverable from the Contractor by the Employer is the Contract Price.

Sub-Clause 33.1-Terms of payment

In addition to the provisions under Clause 33, the terms of Payment to the Contractor shall be as follows:

I. Manner of Payment

- i) Payment of Invoice Under Direct Disbursement Within 60 Calendar days following the date of receipt of the Contractor's invoices and required documentation, the Employer will return a copy of the invoice marked approved or if item of the invoice is disputed such item shall be marked disapproved on the returned copy provided the invoice for the advance payment will be returned within 60 Calendar Days from the date of receipt of the Contractor's invoice and required documentation.

The Contractor may then present the approved invoice for the Foreign Currency portion of the invoice with the disbursement application to the financing agency

The Employer will make direct payment by cheque drawn on a bank in Amman to the contractor for the local currency portion of

the approved invoice which will be within 60 Calendar days from the date of receipt of the Contractors invoice

All banking and other charges incurred as a result of direct payment to the Contractor will be paid by the Contractor.

- ii) If the Contractor insists, a letter of Credit may be opened for payment of the foreign Currency portion.

The Employer will establish the irrevocable Letter of Credit within 120 Days from the date of execution of Contract. All foreign currency payments under this Contract will be paid against this Letter of Credit except Advance Payment and other invoices submitted prior to the date the Letter of Credit is operative. The payment of such invoices will be direct disbursement.

Notwithstanding the Owner's failure to open the letter of Credit within the period specified above, the Contractor shall proceed with the works to meet the Contract Schedule without additional compensation to the Contractor and accept payment by direct disbursement.

The Letter of Credit will be opened with a local Bank of Jordan in Amman.

The Letter of Credit will be transferable to a bank selected by the Contractor. **All banking fees and other charges, whether in Jordan or outside of Jordan, incurred as a result of establishing the irrevocable, transferable confirmed Letter of Credit or extension will be paid by the contractor.**

Within 60 Calendar Days following the date of the Contractor's invoices and required documentation; the Employer will return to the Contractor a copy of the invoice marked approved or if any item of the invoice is disputed, such item shall be marked disapproved on the returned copy. The Contractor may then present the approved original invoice in accordance with the terms of the Letter of Credit for payment of the entire invoice

II. Payment:

7.1 Terms of payment:

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 to payment as follows:

Eighty (80) percent of CPT or CFR contract value (as shown by the contractor invoice) on receiving document by NEPCO and in exchange for shipping documents for any portion of the plant from time to time dispatched by the contractor

Shipping documents shall comprise the following documents:-

- 1 - Invoices- two original. Four copies
- 2 - Shipping specifications... Three copies
- 3 - Certificate of origin - one original. Four copies.
- 4 - Bill of lading - three negotiable. Four non - negotiable
- 5 - Test certifications (where applicable) - two copies.
- 6 - Shipping release certificate - two copies.

Ten (10) percent within (60) days after the arrival of the plant at site and receipt of an invoice for the correct amount.

The remaining (10%) will be certified for payment within (60) days from the delivery of materials to NEPCO stores on receipt of an invoice for the correct amount, and receipt a maintenance bond equal 5% of the total amount of contract.

The contractor will be entitled to this payment against an acceptable bank guarantee for the same amount and valid for the guarantee period.

If the bidder insisted on L/C as a method of payment all L/C charges inside and outside Jordan will be on his own expense.

7.2 Any advance payments made by the purchaser are payments on account and don't constitute a deposit, the abandonment of which would entitle either party to terminate the contract.

7.3 If delivery has been made before payment of the whole sum payable under the contract, plant delivered shall , to the extent permitted by the law of the country where the plant 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 plant, 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 vender assistance in taking any measures required to protect the vendor's right of property or such other rights as aforesaid.

- 7.4 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.
- 7.5 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.
- 7.6 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 plant, the payment for which has been unreasonably delayed .

IV. Payment for additional works

i. Foreign portion

Ninety (90 percent of the total value as interim payment for receipt at site of plant and equipment within sixty (60) days from the date of an interim payment certificate as per Clause 33 which will be issued by the Engineer against receipt of Contractor's correct application for interim progress payment (invoice) supplemented with the following documents:

Ten (10) percent of the value as interim payment for receipt at site in accordance with Item II(iii) of this Clause.

ii. Local portion - Jordan Dinars

Payments made in accordance with Items III(i) and (ii) of this Clause.

iii. Supporting Documentation

The invoice shall provide the following information for each item, as applicable:

- 1) Description in sufficient detail to permit precise identification including copy of authorization to proceed on

cost reimbursement basis.

- 2) Source.
- 3) Date of Purchase.
- 4) Quantity.
- 5) Unit Price.
- 6) Total cost exclusive of transportation
- 7) Total delivered price.
- 8) Fixed price.

v. Payments - General:

i. Invoice endorsement by Contractor.

The invoice for cost reimbursement shall have attached or endorsed the following manually signed certification executed by the Contractor:

“The undersigned certifies that the costs reimbursable and the amount payable in accordance with the terms of the Contract, up to the date of this invoice, are not less than the total payments received or claimed under this invoice (including the payment under this invoice). And that the terms and conditions of the Contract, including the plans and Specifications, have been fully complied with”.

ii. Disapproval of Contractor Invoices.

In addition to the Employer, Employer’s Representative may disapprove the Contractor’s invoices. In the event any or all items from the Contractor’s invoices are disapproved by either the Employer or the Employer’s Representative shall submit a written explanation to the Contractor within 45 Days from the date of receipt of the invoices. For the disputed items, the contractor shall clarify or justify the disputed items and the Employer agrees to resolve the disputed items within a period of 15 Days from the date of receipt of the contractor’s written justification. Upon resolution, the Contractor will only invoice the agreed upon items on a separate invoice and the Employer agrees to approve such invoice within 15 Calendar Days following the date of receipt of the agreed invoice. Payment shall be in accordance with the provisions of items I(i) of this sub-

Clause.

i. Withholding of Monies or Credits Due to Employer:

All damages or payments for which Contractor is liable to the Employer may be recovered by either of the following methods or combinations:

- a. Deduction from monies due the Contractor, or to later become due the Contractor, or being retained by the Employer pending issuance of Final Certificate, or.
- b. Recovery from the Contractor's Bank Guarantee

iv. Invoice Trigger Provisions

The Foreign Currency Letter of Credit will state that in the event the Employer fails to certify partial payment invoices for payment, the respective bank for foreign Currency costs shall pay the amount of the Contractor's invoice upon written certification from the Contractor that:

- a. The invoice was submitted to the Employer or Employer's Representative with the documentation required.
- b. A copy of the invoice showing date of receipt, is attached, and
- c. The Employer has either not returned a copy of the invoice approved or either the Employer or Employer's Representative has not provided a written explanation of disapproval of any item in the invoice, within a 45 Day period.
Employer's approval is required for payment of the final payment invoice.

Sub-Clause 35.1- Payment in foreign currencies

Payment shall be made in the currency or currencies in which the tenderer has stated the contract price in its Tender, and in other currencies to the extent he has indicated in his Tender that he intends to incur expenditure in performance of the Contract.

Sub-Clause 35.3-Rate of exchange

Not applicable

Sub-Clause 36.4 (b) -Payment against provisional sums

Not applicable

Sub-Clause 42.2- Maximum liability

Not applicable

Sub-Clause 43.1- Insurance of works

Refer to Part II.

Sub-Clause 43.3-Third party liability

Refer to Part II.

Sub-Clause 46.3-Payment on termination for Employer's default

Not applicable

Sub-Clause 47.1-Labour, materials and transport

No adjustment shall be made to the contract sum due to rise or fall in the cost of items quoted.

Sub-Clause 49.2—Notice to Employer and Engineer

The address of the Employer for notice is

MANAGING DIRECTOR,

NATIONAL ELECTRIC POWER COMPANY (NEPCO)

P.O. BOX 2310,

AMMAN 11181, JORDAN.

The address of the Engineer for notice is

MANAGING DIRECTOR,

NATIONAL ELECTRIC POWER COMPANY (NEPCO)

P.O. BOX 2310,

AMMAN 11181, JORDAN.

Sub-Clause 51.1-Applicable law

The applicable law of this contract shall be the law of Jordan. Any litigation between the parties that may arise out of or in connection with this contract or the breach thereof or the performance of work thereunder shall be determined in the Courts of Jordan.

Sub-Clause 51.2 - Procedural law for arbitration

The procedural law for arbitration is the law in Jordan.

Sub-Clause 51.3 - Language and place of arbitration

The Language of arbitration is the English language.

The place of arbitration is Jordan.

PART II: SPECIAL CONDITIONS

Defects Liability Period Sub-Clause 1.1.11

Refer to Clause 6 of form of Tender

Operation and Maintenance Sub-Clause 6.6

Manuals Operation and Maintenance Manuals shall be in the English language.

Manufacturing Sub-Clause 6.9

Drawings The Contractor is required to disclose to the Engineer or the Employer confidential information as follows:

Documents which are necessary for the tasks described in the operation and maintenance manuals (erection, testing, Commissioning, operation, repair, maintenance).

Performance Security Sub-Clause 10.1
The Contractor shall obtain a Performance Security of an amount of 10 percent of the Contract Price

Sub-Clause 1.1.1-Commencement date

Delete entire Sub-Clause and substitute as follows:

The date for commencement of the Works is the date of providing

the Contractor with the approved list of material.

Sub-Clause 1.1.15-Engineer

Sub-Clause 1.1.15 is amended by the addition after the word “Preamble” of the following

“..., or any person appointed by the Employer to act in replacement of the Engineer pursuant to Sub-Clause 2.8 hereinafter “

Sub-Clause 1.1.31-Sub-contractor

Sub-Clause 1.1.31 is amended by the substitution of the word “consent” in the third line by “written consent”.

Sub-Clause 1.1.33-Tender

Sub-Clause 1.1.33 is amended by the addition of the following:
“The word Tender is synonymous with the word ‘Bid’ and the words ‘Tender Document’ with ‘Bid’ or ‘Bidding Document’.”

Sub-Clause 2.8-Replacement of Engineer

Sub-Clause 2.8 is amended to read as follows:
“The Employer shall be free at any time, by notice in writing to the Contractor, to appoint another person to act in replacement of the Engineer”.

Clause 4.1-Sub-contracting

In the first paragraph substitute the word “consent” in the Second line by “written consent”.

In the second paragraph at the end after the word “...Contract” add the following:

“, Provided the materials, equipment, services as applicable meet the requirements of the Contract including its completion time.

Tenderers are requested to use the local competent subcontractors according to their capabilities and classification by the Ministry of Public Works and Housing.”

Sub-Clause 5.4-Documents mutually explanatory

Delete the second and third paragraphs in their entirety.

Sub-Clause 6.5-Erection information

At the end of paragraph (c) after the word ‘Plant’ add:
“whether such connections are to be made by the Contractor under the Contract or not.”

Sub-Clause 6.6-Operation and maintenance manual

First paragraph, fourth line after the word “maintain” insert
“dismantle, reassemble,”

After the second paragraph add the following:

“The scope of the manuals shall be as required in the Technical schedules”

Sub-Clause 8.1 - General obligation

Insert the following at the end of Clause 8.1.

“The Contractor shall promptly notify the Employer and the Engineer of any error, omission, fault or any other defect in the design of or specifications for the Works which he discovers when reviewing the Contract documents or in the process of execution of the Works.”

Sub-Clause 10.1-Performance security

Replace the text of Sub-Clause 10.1 with the following:

“The Contractor shall provide security for his proper performance of the Contract to the Employer within 30 days after the receipt of the Letter of Acceptance. The performance security shall be in the form of a bank guarantee. The amount of the bank guarantee shall be 10 (ten) percent of the Contract Price. The bank guarantee shall be issued either by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer.

The performance security shall be denominated in the types and proportions of currencies in which the Contract Price is payable.

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and /or legislation or as a result

of a variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contract, at the Engineer's written request, shall promptly increase the value of the performance security in that currency by an equal percentage. The cost of complying with the requirements of this Clause shall be borne by the Contractor.

Sub-Clause 10.3- Claims under performance security

Sub-Clause 10.3 is deleted in its entirety.

Sub-Clause 10.4 - Guarantee for advance payment

Add the following Clause:

The Contractor shall furnish the Employer with his Guarantee for Advance Payment issued by a bank as stated in Sub-Clause 10.1 in the same amount and currency as the Advance Payment, the arrangement of which are set forth in Clause 33 hereof. The Guarantees for Advance Payment of Foreign and Local Portions shall be prepared in the form attached to the Tender Documents.

The Guarantee for Advance Payment may be reduced in proportion to payments on shipment and by the interim certificates certified by the Engineer and released upon issuance of the Taking Over Certificate pursuant to Clause 29.1(Taking-over), and obligation shall be null and void.

Sub-Clause 11.2-Sufficiency of contract price

The second paragraph of this sub-Clause is deleted and the following substituted therefore:

“The contractor shall be responsible for checking the information given in writing by the Employer or the Engineer for obvious omissions or inconsistencies, and for his interpretation of information received from whatever source.”

Sub-Clause 12.3-Revision of programme

Add at the end of first paragraph the following:

“...showing modifications necessary to ensure completion of the Works within the completion time.

Sub-Clause 13.2-Objection to Contractor's employees

Add the following:

Any person so removed from the work shall be replaced at the Contractor's expense as soon as possible by competent substitute approved by the Engineer.

The Contractor shall not be entitled to any extension of time for completion by reason of such personnel exchange.

Any person who has been removed as a result of the Engineer's order can not be employed again in any occupation relating to the works under this Contract unless the Engineer authorizes to do so in writing.

Sub-Clause 14. 2-Safety precautions

Add the following item:

- c. The means and methods of transport and haulage shall comply with the rules established by Jordan laws, ordinances, or regulations and the specification of the equipment manufacturer concerning loads to be hauled which should not be exceeded. Whenever loads exceed the limits of the roads and structures, the Contractor shall adapt at his own expenses the precautionary measures needed to prevent damages including construction of detours at the site of structures if necessary. The Contractor shall investigate characteristic of the routes and take necessary precautions as the case may be.

All necessary operations for the execution of the Works shall be performed so as not to disturb the traffic or the access to private roads or the access to and from places being property of the Employer or other parties.

The Contractor shall be responsible for indemnification, which may arise from any claims, judicial acts, damages or disturbances, and for any cost or expenses, resulting or related to damages or disturbances.

Sub-Clause 14.3-Electricity, water and gas

Delete the entire sub-Clause.

Sub-Clause 14.5-Clearance of site

Delete the first sentence and replace by:

“The Contractor shall at intervals of not more than 48 hours, clear away and remove all surplus materials and rubbish. If the Contractor fails to remove rubbish within 48 hours of being requested to do so by the Engineer, the rubbish will be removed by others and the cost of the removal charged to the Contractor.

Sub-Clause 14.8-Information for import permits and licenses

Second line after the word”.... Employer” deletes up to the end of the paragraph and substitute by:

“.... To check and issue all necessary correspondence and /or certification to respective authorities to enable the Contractor to follow-up and obtain the import permits and licenses as stated in Sub-Clause 17.5.”

Sub-Clause 17.1-Access to and possession of the site

Delete the second paragraph -“The Employer . . . to the Site.”

Sub-Clause 17.5 - Import permits and licenses

Delete entire Sub-Clause and substitute by:

“The Employer shall assist the contractor in obtaining import permits or licenses and permissions required where applicable in connection with by-laws of local or any other authority having jurisdiction over the Works.”

Sub-Clause 18.1 -Engagement of labour

Add the following to sub-Clause 18.1:

The Contractor shall to the maximum possible extent employ only citizens of Jordan and shall select such labour on the basis of

competency, efficiency, and skill in the various occupations and trades. The Contractor, however, shall have the right to employ specialized foreign personnel for key positions. Such key personnel shall be able to communicate clearly both orally and in writing in the English language. Before foreign personnel is brought to Jordan the Contractor must obtain approval of the Immigration and Emigration Department in Amman.

The Contractor shall not recruit or attempt to recruit labour services of the Employer, the Engineer or any other contractors engaged on the work with the Employer unless specific written consent is given by the Employer.

Sub-Clause 18.3- Working hours

Delete the second paragraph and replace by the following:

“The Engineer may, after consulting with the Employer and the Contractor, direct that work shall be done at other times if this has become necessary for the completion of the Works within the Time for Completion and this is due to default of the Contractor.”

Sub-Clause 18.5-Rates and wages and hours and conditions of labour

Add the following Sub-Clause:

The Contractor shall pay rates of wages and observe hours and condition of labour which should not be less favorable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar. The Contractor shall effectively control all labour engaged in pursuance of the Contract and in compliance with the requirements of Government labour regulations.

Sub-Clause 18.6-Wage books and times sheets

Add the following Sub-Clause:

The Contractor shall keep proper wage books and times sheets and

other proper account books and shall on request of the Engineer, produce for his inspection the above mentioned documents and books, showing the wages paid, and the hours worked by the Contractor's Employees.

Sub-Clause 18.7-Foreign personnel

Add the following Sub-Clause:

The Contractor shall obtain, at his own cost, work permits from the appropriate Jordanian authorities to enable any foreign personnel employed by him to work in Jordan. The Contractor shall be responsible for all formalities in connection with passports, visas, police permits and for customs duties and other import charges for personal goods of foreign personnel employed by him on the Contract. However, the Employer will, if required, assist the Contractor in obtaining visas and work permits.

Sub-clauses 18.8-Alcoholic liquor or drugs

Add the following Sub-Clause:

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and the Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractors agents or employees

Sub-Clause 18.9-Arms and ammunition

Add the following Sub-Clause:

The contractor shall not give, barter or otherwise dispose of to any persons any arms or ammunitions of any kind or permit or suffer the same as aforesaid.

Sub-Clause 18.10-Festivals and religious customs

Add the following Sub-Clause:

The Contractor shall in all dealings with labour in his employment, has due regard to all recognized festivals, days of rest and religious or other customs.

Sub-Clause 18.11 Epidemics

Add the following Sub-Clause:

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government of the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

Sub-Clause 18.12-Disorderly conduct

Add the following Sub-Clause:

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same. The Contractor shall not interfere with any members of any authorized Police Force who shall have free and undisputed access at all times to any part of the Works in the execution of their duties.

Sub Clause 18.13 Other conditions

Add the following Sub-Clause:

The Contractor shall be responsible for keeping discipline on the Site and shall obey all police, health and municipal regulation and all other regulations, which may from time to time obey such regulations.

Sub-Clause 18.14 Report on accidents

Add the following Sub-Clause:

The Contractor shall provide the Engineer with notice within twenty-four (24) hours of any accident occurrence at or about the Site or in connection with the execution of the Works. The Contractor shall also report such accident to the competent authority whenever such report is required by the law.

Sub-Clause 18.15 Observance by Sub-contractor

Add the following Sub-Clause:

The Contractor shall be responsible for observance by his sub-contractors of the foreign provisions.

Sub-Clause 18.16 Prohibited and other payments:

The contractor is herein notified that he or his subcontractors or agents are not entitled to give any prohibited payments in any manner or any time to any of the Employer's personnel, and if so, they shall declare these payments officially.

Meanwhile the Contractor will submit evidences of all the payments regarding this contract, released by him to his agents, subcontractors...etc.

Sub-Clause 19.1 Manner of execution

At the end of second paragraph, after the words "...good practice" add "..., to the satisfaction of the Engineer."

Sub-Clause 19.3 Uncovering work

Sub-Clause 19.3 is amended by the addition of the following after the second paragraph:

"In any other case, all costs shall be borne by the Contractor."

Sub-Clause 23.1 Order to suspend

The second paragraph of this sub-Clause is deleted and the following substituted therefore:

"When the Contractor is prevented from delivering or erecting Plant in accordance with the programme by reason of any delay or failure on the part of the Engineer, or of failure by the Engineer to give permission to deliver under sub-clause 22.1, or by any cause for which the Employer or some other contractor employed by him is responsible, the Engineer shall be deemed to have instructed a suspension."

Sub-Clause 24.1 Cost of suspension

The following is added after the word “Contractor” at the end of the second paragraph:

“...or for the proper execution or for the safety of the Works or plant unless such necessity results from any act or default of the Engineer or in consequence of any of the Employer Risks.”

Sub-Clause 24.2- Payment in event of suspension

Sub-Clause 24.2 is amended by deleting in two places “28 days” and substituting the following therefore:

“...two months.....”

Sub-Clause 24.3- Prolonged suspension

The last sentence of this Clause shall read:

“If permission is not granted within that time, the Contractor may treat the suspension as an omission under Clause 31 of the Section it affects, or if the suspension affects the whole of the Works, terminate the Contract.”

Sub-Clause 24.4 Resumption of works

The first paragraph of this sub-Clause is deleted and following substituted therefore:

“If the Contractor chooses not to treat prolonged suspension as an omission or termination under Sub-Clause 24.3, the Employer shall, upon the request of the Contractor, take over the responsibility for protection, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto shall thereupon pass to the Employer”.

Sub-Clause 26.1 Extension of time for completion

Sub-Clause 26.1(h) is deleted.

Sub-Clause 27.1 Delay in completion

Sub-Clause 27.1 is amended by deleting the following from the first paragraph: "... unless it can be reasonably concluded from the circumstances that the Employer will suffer no loss."

Sub-Clause 28.4 Facilities for tests on completion

Replace the entire Sub-Clause by the following:

"The Employer shall provide electricity, normal operating personnel and services to carry out the Tests. The Contractor shall pay the Employer at the applicable tariff plus the Employer's overheads if any."

Sub-Clause 30.4- Extension of defects liability period

First paragraph, first line replace the words "Replacements or renewals" by "replacements, renewals or repairs."

Third paragraph replace the words ". . . one year." by ". . . two years."

Sub-Clause 30.5- Failure to remedy defects

In the first line replace the words "a reasonable time" by "28days".

Sub-Clauses 31.1, 31.2, 31.3, 31.4 and 31.5

Delete Sub Clauses 31.1, 31.2, 31.3, 31.4 and 31.5 and Replace them by Clause 31.0 and Sub Clauses 31.1,31.2 and 31.3 as follows:

31.1 Variations and Omissions

31.1 The Contractor shall not alter any of the works except as directed in writing by the Engineer; but the Engineer shall have full power, subject to the proviso hereinafter contained, from time to time during the execution of the Contract by notice in writing to direct the Contractor alter, amend, omit, add to or otherwise

vary any of the Works, and the Contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Specification. Provided that no such variation shall except with the consent in writing of the Contractor, be such as well, with any variations already directed to be made, involve a net increase or decrease in the contract price of more than 25percent thereof.

In any case in which the Contractor has received any such direction from the Engineer which either then or later will, in the opinion of the Contractor, involve an increase or decrease in the Contract price, the Contractor shall as soon as reasonably possible and before proceeding therewith advise the Engineer in writing to that effect. The difference in cost to the Employer, if any, occasioned by any such variations, shall be added or deducted from the contract price as the case may require. The amount of such difference shall be ascertained and determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where rates are not contained in the said schedules or are not applicable such amount shall be agreed between the Engineer and the Contractor.

31.2 If the Engineer shall make any such variation in any part of the Works such reasonable notice in writing shall be given to the Contractor as will enable him to make his arrangements accordingly, and in cases where plant is already manufactured or in course of manufacture, or any matter done or drawings or patterns made that require to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer. If, in the opinion of the Contractor, any such variation is likely to prevent or prejudice the Contractor from or in fulfilling any of his obligations under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out. If the Engineer confirms his instructions in writing the said obligations shall be modified to such an extent as may be justified. Until the Engineer so confirms his instructions they shall be deemed not have been given.

31.3 On receipt of the Engineer's confirmation of

instructions in respect of any variation the Contractor shall immediately proceed to carry out such instructions. The work shall not, without the express permission of the Engineer, be delayed pending agreement on price.

Sub-Clause 31.6- Work on time and material basis

Add sub-Clause as follows

The Engineer may, if in his opinion it is necessary or desirable, order in writing that any additional or substituted work shall be executed on a time and material basis. The Contractor shall then be paid for such work under the conditions set out in the price Schedules of Rates and Conditions for Work carried out on a Time and Material Basis.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Engineer quotations for the same for his approval.

In respect of all work executed on a time and material basis the Contractor shall during the continuance of such work delivered each day to the Engineer's Representative a detailed list in duplicate of the names, occupation and time of all workmen employed on such work and a statement also in duplicate showing the description and quantity of all materials and contractor's equipment used thereof or therefore. One copy of each list and statement will, if correct or when agreed, be signed by the Engineer's Representative and returned to the Contractor. At the end of each month the Contractor shall deliver to the Engineer's Representative a priced statement of the labour, material and Contractor's equipment used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer shall consider that for any reason the sending of such list or statement by the Contractor in accordance with the foregoing provision was impracticable he shall nevertheless be entitled to authorize payment for such work or at such value therefore as shall in his opinion be fair and reasonable.

Sub-Clause 33.3 Issue of certificate of payment

Substitute “30 days” for “14 days” of the Sub-Clause 33.3.

Sub-Clause 33.6 Delayed payment

Delete this Sub-Clause in its entirety.

Sub-Clause 33.7 Remedies on failure to certify or make payment

Delete this Sub-Clause in its entirety.

Sub-Clause 33.11 Final certificate of payment conclusive

Add the following item:

“(c) if any equipment remains under Sub-Clause 30.4 extension of Defects Liability Period.”

Sub-Clause 34.1 – Procedure

Add at the end of this Sub-Clause the following:

“Failure by the Contractor to provide the Engineer with the notice as mentioned in Item (a) above will result in rejection of the claim solely on this ground.”

Sub-Clause 37.2- Employer’s risks

This sub-Clause is deleted and the following substituted therefore “The Employer’s risks are:

“(1) Insofar they relate to the country where the Works are to be erected:

war and hostilities (whether war be declared or not), act of foreign enemies; rebellion, revolution, insurrection, military or usurped power or civil war; ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other

hazardous properties of any explosive nuclear assembly or nuclear component thereof;

- (d) pressure waves caused by aircraft traveling at sonic or supersonic speed;
- (e) Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or his Sub-contractors.

“(2) Under all circumstances:

- (f) use or occupation of the Works or any part therefore by the Employer;
 - (g) Fault, error, defect or omission in the design of any part of the Works by the Engineer. Employer or those for whom the Employer is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design;
 - (h) the use or occupation of the Site by the Works or any part thereof; or for the purpose of the Contract; or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, way leaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract;
 - (i) The right of the Employer to construct the Works or any part therefore on, over, under, in or through any land;
 - (i) damage (other than that resulting from the Contractor’s method of Construction) which is the inevitable result of the Construction of the Works in accordance with the Contract;
 - (j) the act, neglect or omission or breach of contract or of statutory duty of the Engineer or other contractors engaged by the Employer of their respective employees or agents.
- (3) (1) all risks (insofar as they occur on the Site) which an

experienced Contractor:

- (i) Could not have foreseen, or
 - (ii) Could reasonably have foreseen, but
- (a) against which he could either not reasonably take measures to prevent loss or damage to physical property or death or personal injury from occurring, or
- (b) Which he could not reasonably insure against.”

Sub-Clause 40.1- Contractor’s liability

Add at the end of sub-Clause 40.1 the following

“If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.”

Sub-Clause 40.2 Employer’s liability

This sub-Clause is replaced by the following:

“The Employer shall be liable for and shall indemnify the Contractor against all losses, expenses or claims in respect of loss of damage to any physical property (other than the Works after risk transfer) death or personal injury to the extent caused by those of the Employer’s Risks listed in paragraphs (c), (f), (g), (h), (j), and (k) of sub-Clause 37.2 but not otherwise.”

Sub-Clause 41.1 Accidents

Delete that part of the Sub-Clause after “Works” on the fourth line (“unless caused ...connection therewith”).

Sub-Clause 42.1 Liability for indirect of consequential damage

Substitute the following in place of (b).

“(b) in cases of criminal negligence or willful misconduct”

Sub-Clause 42.2 Maximum liability

Add the following at the end of the Sub-Clause.

“This limitation shall not apply to any obligations of the Contractor to indemnify the Employer with respect to patent infringement.”

Clause 43- Insurance

Substitute the following in place of Sub-Clauses 43.1 to 43.8.

Sub-Clause 43.1 General requirements

The Contractor shall comprehensively insure all equipment and material supplied by him and shall effect and maintain the insurance for the duration of the Contractor’s obligations under this Contract.

Policies shall contain a provision that coverage will not be cancelled or materially changed without forty-five (45) days written notices to the Employer. The Employer shall have the full right of negotiating coverage with the insurance company and shall be entitled for requesting any extension of the insurance policy to cover the execution of the work. Any agreement reached between the Employer and the insurance company shall be considered as binding to the Contractor.

The Contractor shall be responsible to see that all of his sub-contractors are named as insured parties in the contractor’s policies or have provided for themselves policies with same coverage written with companies acceptable to the

Employer.

Prior to moving his equipment onto the site or beginning any operations at the site, the contractor shall have presented to the Employer, for approval, insurance certificates for all required coverage and shall have provided to the Employer's representative at the site copies of the approved certificates.

The Contractor's insurance for Transport, Erection and the Defects Liability period shall be placed with a licensed insurance company in Jordan. The Contractor shall be named jointly with the Employer in each policy, in addition to himself, as the insured.

The Contractor and his sub-contractors shall give priority to Arab insurance companies and their affiliates and subsidiaries in insuring equipment /material, plant, personal property and personnel.

Sub-Clause 43.2 Transport all-risks' insurance

All equipment and material during transportation from places of manufacture up to the relevant places of destination for the installation as well as intermediate storage shall be covered by insurance against risks, according to institute Cargo Clauses (All risks) including war risk, fire, flood, loss in transit, riots, strikes, civil commotion, theft, pilferage, vandalism, loss and/or damage caused by sea, fresh water and rainwater, condensation, hooks, mud, Oil, fire, Ordinary breakage, bending, denting, twisting and rusting howsoever caused.

The coverage shall be made for one hundred and twenty percent (120%) of the CIF part of the Contract value of the equipment and material to be supplied.

The insurance shall cover all risks from the factory to the site (warehouse to warehouse). All insurance policies for individual consignment shall be valid for ninety (90) days after the delivery of material by the Contractor at the site thus enabling a thorough check for loss and damage.

All formalities in connection with the processing of insurance claims shall be solely the responsibility of the Contractor. Payments for replacements for damage/ lost material or equipment shall be collected by the Contractor from the insurance company.

Order for replacement for material and equipment reported to be lost or damaged shall be processed on a priority basis without awaiting settlement of insurance claims.

All monies received under any such policy shall be applied towards the replacement or repair of the works lost, damaged or destroyed, but this provision shall not affect the Contractor's liabilities under the contract.

Sub-Clause 43.3 Erection “All risks” insurance

The insurance shall cover all supplies and services under the Contract to one hundred and twenty percent (120%) of the full Contract value from delivery of materials and equipment to the site for the whole of the Works until the issuance of the Taking Over Certificate.

The coverage of this insurance shall be against all risks. The insurance shall be established through an Employer approved insurance company licensed in Jordan in the joint names of the Employer and the Contractor and shall be payable in a free convertible currency. The insurance coverage between the “transport” and the “erection” all risks insurance shall be without any interruption. All monies received under any such insurance shall be applied in or towards the replacement and repair of the work destroyed or damaged. The method of execution of repairs shall be decided by the Employer/Engineer. The validity of these policies shall be up to the issue of the Taking over Certificate.

Sub-Clause 43.4 Third party, public liability and property damage insurance

The Contractor shall, in the joint names of the Contractor, The Employer and the Engineer, insure through an Employer approved insurance company licensed in Jordan against all damage or injury occurring during

execution of the Contract to any person or any property (other than property forming part of the Works including the property of the Employer) due to or arising out of the execution of the Work. Such insurance shall be effected in terms approved by the Employer (which approval shall not be unreasonably withheld) and for at least the amount of US\$ 1000,000 (one million) per single claim for an unlimited number of accidents.

The Employer shall have the right at any time to require insurance coverage limits greater than that specified above. In such event, an additional premium payable solely as a result of such increase in insurance will be added to the Contract Price.

Sub-Clause 43.5 Accident or injury to workmen

The Employer will not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-contractor and contractor shall indemnify and hold harmless the Employer against all claims, demands, proceedings, costs, charges and expenses whatsoever in relation thereto.

Sub-Clause 43.6 Insurance against accident etc to workmen

Before commencing the execution of the Works on the site, the Contractor shall insure against his responsibilities towards his employees with an insurance company licensed in Jordan and approved by the Employer and shall continue such insurance for the entire time that any persons are employed by him or his sub-contractors on the Works and shall, when required, provide the Engineer with such policies of insurance and the receipt for payment of the current premiums.

The Contractor shall present to the Employer satisfactory evidence that he has complied with the statutory obligations for workmen's compensation under the labour and social security laws of Jordan.

The Contractor shall maintain insurance against any loss or damage arising during the Defects Liability Period to insure the Contractor's liability for making good any loss or damage to the work while the Contractor is on site.

Sub-Clause 43.7 Contractor's equipment

The Contractor shall insure the Contractor's equipment for its full replacement value whilst in transit to the site, from commencement of

loading until completion of unloading at the site, while on the site and until unloading at its return destination against all loss or damage caused by any of the Contractor's Risks."

Sub-Clause 43.8-Remedy on the contractor's failure

If the Contractor fails to effect and keep in force the insurance required thereof or any other insurance which may be required to be effected under the terms of the Contract, then the Employer without any obligations to the Contractor, may effect and keep in force any such insurance at the Contractor's expense and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer, plus an additional ten percent (10%) to cover administrative costs, from any monies which are due or may become due to the Contractor, or recover the same as a debt due from the Performance Bond without notarial warning or judicial proceedings.

Sub-Clause 44.6 Damage caused by force majeure

The title of this sub-Clause is amended to read "Damage caused by certain of the Employer's Risks" and this Clause itself is deleted and the following is substituted therefore:

"If in consequence of any of the Employer's Risks listed in paragraphs (a), (b), (c), (d) and (e) of sub-Clause 37.2 the Works on or adjacent to the site shall suffer loss or damage, the Contractor shall be entitled to have the value of the work done, without regard to the loss or damage that has occurred, included in a Certificate of Payment."

Sub-Clause 45.2 Contractor's default

The following paragraph is added at the end of this sub-Clause

"The Employer or such other contractor may use for such completion any Contractor's Equipment which is upon the site as he or they may think proper, and the Employer shall allow the Contractor a fair price for such use."

Sub-Clause 46.1 Employer's default

Delete this Sub-Clause in its entirety.

Sub-Clause 46.2 Removal of Contractor's equipment

Delete this Sub-Clause in its entirety.

Sub-Clause 46.3 Payment on termination for Employer's

Default Delete this Sub-Clause in its entirety.

Sub-Clause 48.1 Customs and import duties

Substitute the following in place of Sub-Clause 48.1:

- a. Materials, equipment and supplies which are to be incorporated in the Works and which will become the property of the Employer are exempted from customs duties and import license fees provided that those materials, equipment and supplies are not manufactured locally or have a substitute available from local products, especially if such products have been adopted by the Jordanian Government. In this case, the Contractor shall be responsible for payment of all customs duties, import license fees and any other charges.
- b. The Contractor shall be solely responsible to investigate and conform to all requirements of all announcements, which have been or are being issued by the governmental authorities in Jordan in this respect.
- c. Temporary entry shall be permitted for vehicles and equipment of special type and which are required for the execution of the Works only. Such entry will be strictly according to the laws and regulations prevailing in Jordan.

A customs Bond is required to be submitted by the Contractor in favour of the Ministry of Finance and Customs to secure the accrued fees and duties payable on the temporarily entered equipment and materials.

This Bond will be returned upon the re-export from Jordan of such equipment and the recommendation of the Employer.

- d. Temporary entry will not be permitted for automobiles,

trucks, tools, office and residential equipment and supplies, furniture, prefabricated offices and houses, caravans, all types of hangars, timber, lumber and plywoods, steel stanchions and laboratory instruments. Customs duties and other charges and dues shall be paid for by the Contractor, the cost of which shall be deemed to be included in the Contract Price. It shall be solely the Contractor's duty to determine the effect of such laws and regulations on the performance of his work. The Contractor will not be entitled to any extra compensation in the grounds of ignorance regarding the application of such taxes, duties, fees, etc which will be deemed to have been included in the Contract Price.

- e. The Contractor shall furnish the Ministry of Finance and Customs a Bank Guarantee for securing the customs duties and charges in case of the use of tax free tools, materials or equipment for purposes other than those for which exemption is granted.
This requirement may be enforced for each and every shipment and must be in force from the time the goods leave the port of entry until the Employer/Engineer certifies the expiry of their use on site.
- f. In general, locally manufactured goods incorporated in the Works will not be exempt from Jordanian taxes.
Fuel oils, coal, lubricating oils, greases and any type of oil are not exempted from Jordanian taxes.
- g. No import license fee is payable for goods which are exempted from customs duties, but the Contractor shall arrange for the issue of all import licenses and clearance permits which may be required for each every shipment.
- h. Revenue Stamp Duty is payable on Jordanian contracts. After the placing of a Contract, it is the Contractor's responsibility to purchase legal stamps to the requisite amount which is dependent on the contract value.
- i. The Contractor shall acquaint himself with the provision of the Jordanian Prime Ministry

Announcement No.44 for the Year 1988 and shall comply with its content. In addition, the Contractor should also acquaint himself with the Jordanian prime Ministry Directives Nos 9, 20 and 24 for the Year 1986 and 1995 regarding representation in Jordan and the utilization of local entrepreneurs.

- j. The Contractor shall bear all expenses including shipping costs, landing charges, custom duties and other costs incurred in the importation and subsequent exportation of constructional plant, materials and other things required in the execution of the Contract. Storage and portorage fees are to be paid by the Contractor for materials kept in yard, warehouses or stores belonging to Government authorities.
- k. Materials surplus to requirements
On completion of the Works, any surplus materials (not scrap) may be disposed of in one of the following manners
 - i. Sell to the Employer at an agreed price and delivery to Employer's stores.
 - ii. Export from Jordan.
 - iii. Sell locally after all Customs and Import Duties have been paid according to Jordanian Laws.

1. The Contractor shall be responsible for providing Bank Guarantees prior to release of goods from the port of entry. The Bank Guarantees for taxes and duties shall be based on the requirements of the Laws of Jordan.

The Bank Guarantee will be released upon submittal of receiving and damage reports authenticated by the Employer/ Engineer certifying that the goods have been received at the site.

Sub-Clause 49.1-Notice to Contractor

Delete this Sub-Clause and replace by the following:

“The Contractor shall furnish an address for service in the city of Amman at which any process and any notices, written communications and other documents intended for him may be served on or given to him; and any other process, or any notices, written communication or other document so served on or given to the Contractor shall be binding upon him.”

Sub-Clause 50.2 Arbitration

Delete this Sub-Clause and replace by the following:

“If any dispute, question or controversy shall arise between the Employer 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 Employer 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. All arbitration proceedings shall be held in Jordan.

The decision of the Arbitrators shall be final and binding on both the Employer and the Contractor. Any such reference shall conform to the statutory enactment or regulation governing arbitrations as may be in force in Jordan at the time. The assessment of cost incidental to the reference and award respectively shall be at the discretion of the arbitration committee.

Work under this Contract, notwithstanding the existence of any such dispute, question of controversy shall continue uninterrupted. The arbitration proceedings

shall not be entered into until after the completion or alleged completion of the Works unless with the written agreement of both the Employer and the Contractor.”

Clause 52-Personnel taxes and duties

Add the following Clause:

The Contractor and his employees shall be liable for personal income and other taxes due in Jordan for personnel employed by the Contractor. The Contractor shall obtain, at his own cost, work and resident permits from the appropriate Jordanian authorities to enable foreign personnel to work in Jordan.

The Contractor shall be responsible for all formalities in connection with passports, obtaining visas, police permits, and expenses for custom duties and shall also be responsible for the custom duties and other import charges related to personal goods of foreign personnel employed on the project.

Clause 53-Income taxes, revenue stamps and registrations

Add the following Clause:

“The Contractor shall be responsible for investigating and conforming with all requirements of Jordanian Law which will affect or apply to him or his Contract.

Listed below are some of the requirements under Jordanian law. However the list is not intended to be complete and the responsibility for conformance with these requirements and all others not listed is solely the Contractor’s responsibility

- a. The Contractor shall be responsible for all Contractor’s corporate or company income tax payable in Jordan.
- b. The Contractor must pay to the Ministry of Finance, revenue stamps in proportion to the total Contract Price.
- c. A foreign Contractor carrying on business in Jordan must register with the Ministry of Industry and Trade and Engineering Association of Jordan.

National Electric Power Company
Telecom Systems Department
Supply of Outdoor Coupling Units
(Coupling Filters)

TENDER NO. 23/2024

A. General

This Tender calls for engineering, design, manufacturing, testing at factory, packing, and CFR Aqaba seaport or CPT QAIA delivery of outdoor coupling units comprising coupling filters as specified below, these outdoor coupling units are working with PLC (Power Line carrier) equipment and its function to make matching between the impedance of PLC equipment and the impedance of high voltage of overhead transmission line.

1) Scope of Work:

Supply of the following material to Aqaba seaport or QAIA:

- 15 sets of HF coupling filters with inter circuit coupling.

2) Method of coupling:

The coupling units are required to cater for the phase to phase (inter circuit) coupling which requires two line traps and two HF phase to phase coupling unit for each direction at each location.

B. Technical Specifications:

1- Outdoor Coupling Units:

The required outdoor coupling units are **15 sets**, each set consists of a complete inter circuit coupling components for one site.

Each set consists of 2 outdoor coupling units and one matching unit, see figure (1).

Working bandwidth	50-500KHz
Tuning range	50-500KHz
Line side impedance range:	
Phase-earth coupling	200-400 ohms
Phase-phase coupling	400-700 ohms
Equipment side impedance	75ohms
Composite loss within tuning range	=<2dB
Line and equipment side return loss over the tuning range	=>14dB
Average continuous power	200W
Minimum peak envelope power withstand at 100KHz	=<1000W
Isolation transformer voltage(primary/secondary)	10KV,1minute
Impulse test voltage on each phase filter	10KV
Drain coil current carrying capacity	
Continuous current at 50/50Hz	1 A
0.2 second current	=<50A
Earthing switch	
Rated current	300A continuously
1 second current	16KA
Surge arrester spark over voltage	1KV
Surge arrester rated voltage	660v
Earth switch interlock with door	yes/no
Distortion and intermodulation	=<80dB below P.E.P

The filters are to be suitable for outdoor use in a hot dusty climate and are to have weatherproof door seals together with breather holes to avoid condensation, the units must have an **external** earthing switch which should preferably be interlocked with the box door/lid such that the latter cannot be opened unless the earth switch is closed to earth the device. The earthing switch should be connected directly to the substation earth.

The units must have an air surge arrestors and for higher security a gas surge arrestor connected between the isolating transformer equipment side terminals.

The purpose of the last surge arrestor being to protect the PLC (Power Line Carrier) equipment. The earth switch shall be located **outside the box** of the coupling device.

The coupling units should permit parallel coupling of two power line carrier terminals which use adjacent frequency-bands, in order to avoid interferences between them due to the increased number of channels transmitted on the same physical medium. The coupling units should also permit to connect power line carrier terminal to two phases of the power line in order to improve the reliability of transmission.

When inter circuit coupling is employed it shall be possible to earth either of the coupling filters and maintain carrier transmission on a phase to earth basis using the other filter.

The coupling device shall meet in full the safety and protection requirements of the IEC recommendation for such devices (IEC publication 481- Coupling devices for power line carrier systems).

The coupling Filters detailed above shall be mounted on the CVT or CC lattice pedestals.

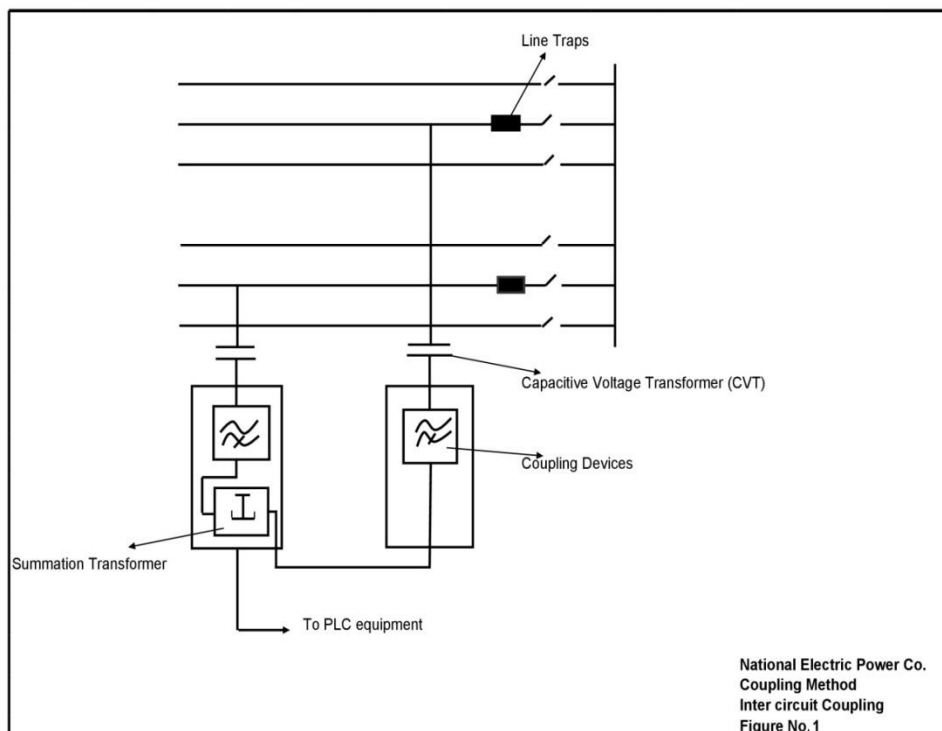
The device shall be fitted with a rating plate clearly defining, but not limited to the following data:

- a- Manufacturer's name.
- b- Type.
- c- Serial Number.
- d- Peak envelope power.
- e- Available bandwidth or working range.

Tenderers shall be expected to demonstrate that their equipment complies with the following tests:

- Drain Coil- measurement of impedance at power frequency:
Current carrying capacity at power frequency 1 amp rms. continuous and 50 amps rms, for 0.2 seconds.
- Power frequency voltage tests on the isolation transformer of 10 KV rms, for one minute between each coil and earth, and between each coil and screen.
- Composite loss at several frequencies within the working range of the filter.
- Return loss at several frequencies within the working range of the filter.
- Impulse voltage test on each phase filter, in accordance with Section 6 of IEC publication 60.

NATIONAL ELECTRIC POWER COMPANY
Outdoor Coupling Units



2. HF Coupling Units Tenderer Reply:

Manufacturer	
Type Number	
Available Bandwidth (KHz)	
Tuning Range (KHz)	
Composite loss over tuning range (dB)	
Line side impedance range:	
Phase/earth coupling (ohms)	
Phase/phase coupling (ohms)	
Equipment side impedance (ohms)	
Drain Coil Current Carrying capacity:	
Continuous: (Amps)	
For 1 second: (Amps)	
Isolation Transformer Voltage :	
For 1 Minute (KV)	
Main Arrester Voltage (KV)	
Secondary Arrester Voltage	
Earth Switch Interlock Door (Yes/No)	
Maximum Peak Envelope Power Withstand (Watts)	
Line and equipment side return loss over the tuning range (dB)	
Average continuous power (Watts)	

C. Factory Acceptance Test:

- 1- All equipment and materials included in this contract shall be subject to inspection and tests at the manufacture's works, on the site or elsewhere as the Employer/Engineer may direct from time to time as the work proceeds. The cost of inspection and tests, including the provision and use of test equipment, shall be included in the contract.
- 2- Test:

Tests will be witnessed by the Employer (**2 persons**) for **three** working days and all costs associated with this must be borne by the contractor including all visa costs, air fares, hotel accommodation, transport and all meals.
- 3- The standards to be used in tests and inspections shall be the same as the ones used in manufacturing process by the manufacturer who must inform the engineer about which standards he would use before the order becomes effective.
- 4- The approval by the employer/engineer and/or the passing of the inspection or test will not prejudice right of the employer/engineer to reject equipment if it does not comply with the specification when completed or does not give complete satisfaction in service.
- 5- A conjunctive test method for the equipment shall be developed and described by the contractor to the satisfaction of the Employer/Engineer prior to commencement of the testing and inspection. The tests shall be arranged to represent the working conditions as closely as possible
- 6- The Employer /Engineer reserve the right to specify additional tests on equipment to verify correct operation and compliance with the specification.
- 7- Factory acceptance tests prior to delivery to site shall take place at the supplier's factory. Tests at works shall include all tests in accordance with the applicable approved standards and in

addition to any tests called for by the employer /Engineer to ensure that the system being supplied fulfils the requirements of the specification and the guaranteed particulars specified in the relevant schedules. This factory test shall be witnessed and approved by the Employer/Engineer. The contractor shall draw up and agree with the Employer/Engineer a schedule of tests and measurements to be carried out during the factory tests.

- 8- Factory acceptance test shall be done for all equipment as a complete system in its operational configuration and the contractor shall demonstrate that:
- The units operate correctly when connected as system in its operational configuration.
 - The fault rate is acceptably low during an extended period of operation and that the availability of the complete system is in accordance with the requirement of the specification.
 - Upon successful completion of all acceptances tests, the contractor shall dispatch all equipment and materials to site.

D. General Notes:

- 1- The delivery period shall not exceed 6 months from the date of letter of award.
- 2- The warranty period for the delivered equipment shall be 12 months from the data of delivery to NEPCO stores in Amman.
- 3- The Tenderer has completed at **least five Contracts** for similar materials outside his own and manufacturing country in the last ten years.

E. Summary of Prices:

ITEM	DESCRIPTION	UNIT	QTY	Currency () Total (CFR Aqaba port or CPT QAIA)
1 -	HF Coupling Sets	<i>Set</i>	15	
3-	FAT (Factory Acceptance Test)	<i>Person</i>	2	
	Grand Total			

**DEPARTURES FROM THE REQUIREMENTS OF THIS
SPECIFICATION**

Signed

Address

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Date