



YARMOUK WATER COMPANY

TENDER DOCUMENTS

VOLUME 1 – CONDITIONS OF CONTRACT

FOR

**Design, Construct & Operate a New Water Treatment
Plant at Kufranja Dam Site in Ajloun**

**Tender No.: YWC-FARA5-WTP-2022 for second
time**

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FORM OF INVITATION TO BID



Project Name: Design, Construct & Operate a New Water Treatment Plant at Kufranja Dam Site in Ajloun (For second time)

Tender No: YWC-FARA5-WTP-2022

Yarmouk Water Company (hereinafter called "The Employer") invites eligible local and international bidders (Single or Joint Venture) to tender for the project of Design, Construct & Operate a New Water Treatment Plant at Kufranja Dam Site in Ajloun and as detailed below:

local bidders	<ul style="list-style-type: none"> Shall satisfy a valid classification as First (1st) Grade in the field of Water/Wastewater Works or Electromechanical Works or potable water treatment, as per the Ministry of Public Works and Housing Government Tenders Department (GTD) classification system.
International bidders	<ul style="list-style-type: none"> Shall provide a registration certificate showing that his firm has been registered and established at least (10) years before issuing this bid. Shall provide a proven general experience of a minimum of (10) ten years in the water and wastewater field.

1. Schedule of events :

Event	Date and Time	Notes
1. Purchasing start date	23/8/2022 (9:00 a.m. - 3:30 p.m.)	A complete set of the Bidding Documents can be purchased by an authorized representative at the same address for the non-refundable fee of (500) JOD.
2. Site Visit	4/9/2022	From YWC – Hofa warehouses, Bidders are responsible for their own transportation to the site, contact Eng. Asma for coordination phone number : 0799241824

Event	Date and Time	Notes
3. Pre-tender meeting	5/9/2022	At YWC office.
4. Last date to submit Inquiries	6/9/2022	Inquiries related to the tender documents shall be sent to Yarmouk Water Company, Tenders, and Procurement Director (Eng. Ashraf Bataineh) via Fax, preferably by email mentioned below or to the address mentioned above : ashraf_bataineh@yw.com.jo malak_abo-zaitoun@yw.com.jo abdelhadi_bataineh@yw.com.jo asma_al-sheraideh@yw.com.jo
5. Replies to inquiries	11/9/2022	
6. Purchasing End date	14/9/2022	
7. Deadline for submitting bids	20/9/2022 At 12:30 p.m.	

1. Bidders are free to associate themselves in any form of the association including Joint Venture; the number of contractors in the Joint Venture is limited to two.
2. The scopes of work of this project includes design, build, supply, install, operating, and maintain a new water treatment plant at Kufranja Dam, using the seepage water, to produce 350 m³/hour of potable water for the summer season of each year. The produced potable water should comply with the Jordanian standards.
3. The proposals submitted by the bidders shall comprise of three sealed envelopes marked as envelope No. 1 "Tender Security," envelope No. 2 "Technical Proposal," and envelope No.3 "Financial Proposal," as the following:

-Envelope (1) - Tender Security (Bank Guarantee) of 49000 JD, with validity of 120 days, starting from the submission date of tender. A certified cheque will be rejected. Tenders not accompanied with the required Security/Guarantee shall be rejected. The bidders shall contact the Employer to ensure providing their Bank Guarantee

from acceptable Banks to the Employer. Failure of the bidders to provide their guarantees from an acceptable bank will result in the rejection of their Bids.

1. **-Envelope (2) - Technical Proposal** which shall address and contains the following parts in the following order:

- I. **Stage I – Eligibility**

- All required information/documents as explained under ITB 1.2 and ITB 1.3 and stage 1 - Eligibility of Section 2 (Technical Evaluation and Scoring).

- II. **Stage II- Detailed Technical Proposal**

- In accordance with stage 2 Technical Evaluation of Section 2 (Technical Evaluation and Scoring).

-Envelope (3) - Financial Offer.

4. The Employer will not be responsible for lost and /or undelivered documents sent by mail, Fax or similar means.
5. The Employer has the right to cancel the tendering process without bearing any financial or legal obligations.
6. The Employer reserves the right to accept or reject any offer, and to annul the tender and cancel the procurement process at any time, without thereby incurring any liability to Bidders.
7. All information provided/submitted by the tenderers shall be correct, accurate, and duly certified.
8. Tender advertisement costs will be borne by the winning bidder
9. All information provided/submitted by the tenderers shall be correct, accurate, and duly certified.

YWC General Manager

Eng. Muntasir Al-Momani

1. INSTRUCTIONS TO BIDDERS (ITB)

This section provides the information necessary for bidders to prepare responsive bids in accordance with the requirements of The Employer. It also provides information on bid submission, opening, and evaluation, and on the award of Contract.

1.1 GENERAL

1. In connection with the Invitation to Bid, the Employer issues these Bidding Documents for the Design, Construct & Operate a New Water Treatment Plant at Kufranja Dam Site in Ajloun.
2. The scope of the works and services are explained in detail in volume 2 Employer's Requirements.
3. Throughout these documents:
 - a. "Bid", "tender" and "proposal" and their derivatives ("bidder/tenderer", "bid/tendered/proposed", "bidding/tendering", "bidding document/ tender document", etc.) are synonymous;
 - b. "day" means calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Employer. It excludes the Employer's official public holidays;
 - c. The term "in writing" means communicated in written form (including electronic transmission) and delivered against receipt; and
 - d. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.
4. The Employer requires that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. The Employer will deal with any case where it was found that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or/and coercive practices in competing for the Contract in question, with all the legal means available according to the Jordanian laws and The Employer internal policies.
5. The bidding documents are to be read and construed in association and conjunction with the Employer's Requirements, Specification, and Schedules of Prices.
6. The bidding documents comprise the following:
 - **Volume 1: Conditions of Contract**
 - Form of Invitation to Bid
 - Section 1: Instructions to Bidders

- Section 2: Technical Evaluation Criteria and Scoring
- Section 3: Bidding Forms and Schedules of Prices
- Section 4: Conditions of Contract
 - Part I: General Conditions of Contract
 - Part II: Particular Conditions of Contract
 - Part III: Forms of Guarantees, Agreements, and Data

- **Volume 2: Employee's Requirements and Technical Specifications**

7. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document. In case of any contradiction, documents obtained directly from the Employer shall prevail.
8. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

1.2 ELIGIBLE BIDDERS

This invitation of bid is open to **eligible local and international Contractors** (Single or Joint Venture), to tender for the project of the contract as detailed below:

1. The local contractors shall satisfy a valid classification as First (1st) Grade in the field of Water/Wastewater Works or Electromechanical Works or potable water treatment, as per the Ministry of Public Works and Housing Government Tenders Department (GTD) classification system.
2. Contractors are free to associate themselves in any form of the association including Joint Venture.
3. The bidder shall not have any conflict with the Employer.
4. The eligible international bidder shall provide a registration certificate showing that his firm has been registered and established at least (10) years before issuing this bid.
5. The eligible international bidder shall Provide a proven general experience of a minimum of (10) ten years in the water and wastewater field.
6. In the case of a joint venture (JV):
 - (a) Number of members in a JV is limited to two only and both of them should be eligible.
 - (b) The Bidders shall indicate for the Joint Venture the participation (in percentage) of each Partner and of the Leader.

- (c) a copy of the Joint Venture Agreement entered by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
 - (d) All members shall be jointly and severally liable to the Employer for the execution of the Contract in accordance with the Contract terms.
 - (e) The JV shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of the JV members.
 - (f) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
 - (g) Any changes in the leader, without prior consent of the Employer, during the tendering procedure or after awarding will lead to disqualifying the Tenderer.
 - (h) The bidders shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the bidding process, and during contract period.
7. The Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this procurement process if the Bidder:
- a. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. Receives or has received any direct or indirect subsidy from another Bidder; or
 - c. Has the same legal representative as another Bidder; or
 - d. Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - e. Participates in more than one bid in this bidding process: Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. or
 - f. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - g. Any of its affiliates have been hired (or is proposed to be hired) by the Employer as Project Manager for the Contract implementation; or
 - h. Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the

funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the procurement process and execution of the contract.

8. A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid.
9. A Bidder shall provide such evidence of eligibility satisfactory to The Employer, as The Employer shall reasonably request.
10. Partners in any combination, whether joint venture, prime/sub relation, consortium, or any other form(s) of combination, shall be dealt with and legally considered as one mutual and solidarity entity.

1.3 QUALIFICATION OF THE BIDDER

1. To be qualified for award of the Contract, the bidder shall provide the following documents and information, as part of their bid, and in case they are not submitted, then the bid will be rejected:
 - (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
 - (b) Submit the latest certificate from the Jordanian Construction Contractors Association, a valid professional practice certificate, and the company register..
 - (c) The Financial situation of the Bidder; The Bidder should provide proven evidence of his/their financial viability to execute such project. Audited financial statements of the last five years (2017, 2018, 2019, 2020, and 2021) shall be provided by the bidder as a minimum. The average construction turnover for these five years shall be at least **1 million** Jordanian dinars.
 - (d) Any change in the structure or formation of a Bidder after being qualified and eligible to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer no later than the date of submission of the bid as stated in the Invitation to Bid.
2. Bids submitted by a joint venture shall comply with the following requirements:
 - (a) the bid shall include all the information listed in section 1.3.1 above; for item 1.3.1(c) above, all partners of the JV shall provide the financial situation separately; conditionally, the lead partner shall comply with this requirement.

- (b) the bid security, the bid, and in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- (c) one of the partners shall be nominated as being in charge (leader), and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
- (e) all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid);
- (f) a copy of the Joint Venture Agreement entered by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. In case they are not submitted, then the bid shall be rejected:

1.4 ELIGIBLE MATERIALS, PLANT, SUPPLIES, EQUIPMENT AND SERVICES

No conditions applies for the sources of materials.

1.5 MULTIPLE BIDS

1. The bidder shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

1.6 CONFIDENTIALITY

1. All information provided in this document must remain confidential. All information received from Bidders as part of the Bid Process will be treated on a confidential basis by The Employer. The Employer reserves the right to disclose summary information concerning Bids received.
2. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to

influence The Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

1.7 BIDDING COST, BID PRICES AND DISCOUNTS

1. The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. The bid shall be for the design, supply, installation, and commissioning of the treatment plant to complete the works described for 12 months, operating, and maintaining the treatment plant for **five years** counted from the successful commissioning, covering all the Employer Requirements, and transferring the plant to the Employer at the end of the Operation and Maintenance Period in a technically and operationally sound condition. The contractor is responsible also for the operation of the existing treatment plant at kufranjeh dam with a capacity of approximately (220 m³/hr) treated water, the operation period will be five years starting from the operation date of the proposed treatment plant.
3. The rates and prices quoted by the bidder are not subject to any adjustment during the performance of the Contract or any time extension.
4. The price to be quoted in the Letter of Bid shall be the total Lump Sum price of the bid, including any discounts offered.
5. The bidder shall provide the breakdown of the prices in the Schedules of Prices.
6. The bidders shall present their prices in the separately numbered schedules as listed in Section 3, Bidding Forms (3.7- Schedules of Prices (Financial Offer)). The absence of the total Bid Price in the Bid Submission Form - Bid Price may result in the rejection of the Bid.
7. Price adjustment is not applicable to the Contract during the Design-Build Period.
8. Price adjustment during the Operation and Maintenance Period are applicable for electricity.

1.8 PRE-BID MEETING AND SITE VISIT

1. The bidder is encouraged to visit and inspect the areas in which the services and works of this contract shall be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the services and works to be provided under the contract. The costs of visiting the Site shall be at the bidder's own expense.

2. The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all liabilities in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
3. A Pre-Bid Meeting and site visit will be conducted at the time and place as described in the Invitation to Bid.
4. All Bidders must confirm their participation in writing (e.g. by fax or email correspondence). This meeting is open to all Bidders who shall make all arrangements and pay for their own transportation to and from the site and all other costs for attending the Pre-Bid Meeting and site visit.
5. All questions and answers raised will be recorded in the official minutes and circulated to all who purchased the Bidding Documents.
6. All Bidders must include the confirmation that they have received minutes of that meeting with their bids

1.9 CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS

1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, the term "cable" is deemed to include e-mail and fax) at the Employer's address indicated in the Invitation to Bid. The Employer will respond to any request for clarification that he receives before or on the day as stated in the Invitation to Bid. Copies of The Employer's response will be forwarded to all bidders, including a description of the inquiry without identifying its source.
2. At any time prior to the deadline for submission of bids, The Employer may amend the bidding documents by issuing Addenda.
3. Any Addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all bidders. Prospective bidders shall promptly acknowledge receipt of each Addendum in writing to The Employer.
4. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of Tenders, in accordance with ITB 1.18.

1.10 LANGUAGE OF BID

1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Employer, shall be written in the **English** language. However, supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

1.11 DOCUMENTS COMPRISING THE BID

The proposals submitted by the eligible bidders shall comprise of **Three** sealed envelopes marked as envelope No. 1 “Tender Security,” envelope No. 2 “Technical Proposal,” and envelope No.3 “Financial Proposal,” as the following:

2. Envelope (1) - Tender Security (Bank Guarantee), with the value and validity as stated in the Invitation to Bid, in the form set out in the documents or in another form acceptable to the Employer.
3. Envelope (2) - Technical Proposal which shall address and contains the following parts in the following order:

III. Stage I – Eligibility

- All required information/documents as explained under ITB 1.2 and ITB 1.3 above and stage 1 - Eligibility of Section 2 (Technical Evaluation and Scoring).
- If the Bidder does not provide these information/documents and does not comply with these requirements **together**, this will lead to the rejection of his bid immediately.

IV. Stage II- Detailed Technical Proposal: in accordance with stage 2 Technical Evaluation of Section 2 (Technical Evaluation and Scoring), which shall consist of the following parts in the following order, using the related forms in Section 3:

- a) **Part I - Detailed Technical Proposal:** This shall consist of the sub-parts in accordance with section 2 (Technical Evaluation and Scoring).
- b) **Part II - where applicable,** bids submitted by a joint venture shall include all the information listed as per part I- Detailed Technical Proposal above for all partners.
- c) **Part III – the Bidding Documents** stamped and signed as required.
- d) **Part IV – if applicable,** documentary evidence in accordance with this bidding documents establishing the Bidder’s continued qualified status.

- e) **The Technical Proposal must not contain any bid cost/financial information. If the Bidder's technical proposal include any cost/financial information or indications that may be interpreted reveals bid price, this will lead to rejecting the bid immediately.**

4. Envelope (3) - Financial Offer which shall contain the following:

- a) the duly filled-in Form of Bid (Letter of Tender); and
- b) the Financial Offer (Schedule of Prices) is stamped and signed as required and in the form set out in the documents.

1.12 CURRENCIES

- 1. The currency(ies) of the bid and the currency(ies) of payments shall be in **Jordanian Dinars (JOD)**.

1.13 BID VALIDITY

- 1. Bids shall remain valid for the period of **120 days** starting from the submission date of bids. A bid valid for a shorter period shall be rejected by The Employer as non-responsive.
- 2. In exceptional circumstances, prior to the expiry of the original bid validity period, The Employer may request that the bidders extend the validity period for a specified additional period. The request and the responses that shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its bid security for the period of the extension and in compliance with section 1.14 in all respects.

1.14 BID SECURITY

- 1. The bid security shall be in the amount As indicated in the bid invitation valid for **120 days** starting from the submission date of bids, issued by a Jordanian bank or by a foreign bank through a correspondent bank located in Jordan, and shall be acceptable to the Employer.
- 2. The bidders shall contact the Employer to ensure providing their bank guarantee/bid security from acceptable Banks to the Employer. Failure of the bidders to provide their guarantees from an acceptable bank will result in the rejection of their Bids.
- 3. The bid security shall be in the form set out in the documents. The original security must be included with in the original bid.

4. The bid security of a joint venture shall be issued to commit fully all partners to the proposed joint venture.
5. Any bid not accompanied by acceptable bid security shall be rejected by the Employer as nonresponsive.
6. The bid securities of unsuccessful bidders will be returned as promptly as possible upon the successful bidder's signing of the Contract and furnishing the Performance Security.
7. The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required Performance Security.
8. The bid security may be forfeited
 - (a) if the bidder withdraws its bid during the period of bid validity; or
 - (b) If the Tenderer does not accept the correction of his Tender price, pursuant to ITB 1.25; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) sign the Agreement, or
 - (ii) furnish the required Performance Security.

1.15 ALTERNATIVE PROPOSALS BY BIDDERS

1. Bidders shall prepare their bids in accordance with the bidding document. Alternative proposals shall not be accepted and will lead to rejecting the bidder's proposals.

1.16 FORMAT AND SIGNING OF BID

1. The bidder shall prepare one original and one copy of the documents comprising the bid as described in ITB 1.11, and clearly marked "ORIGINAL" and "COPY" as appropriate. One digital copy of each envelope content saved on a Microsoft Windows accessible CD/DVD and formatted in PDF format shall be inserted with the envelope content. In the event of discrepancy between them, the original hardcopy shall prevail
2. The original and all copies of the bid shall be typed or written in indelible ink and shall be stamped and signed by a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in this bidding document and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.

3. The bid shall contain no alterations, omissions, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the Tender.
4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the tender.
5. Failure of the Bidder to comply with the requirements of this ITB will result in the rejection of its Bid.

1.17 SEALING AND MARKING OF BIDS

1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted, in accordance with ITB 1.15, in separate sealed envelopes, duly marking the envelopes as "Original," "Alternative," and "Copy." These envelopes containing the original and the copies shall then be enclosed in an outer package strong enough to protect the contents during transport and handling.
2. All outer envelopes mentioned above must:
 - a. Be addressed to the Employer at the address as indicated in the Invitation to Bid;
 - b. Bear the name and identification number of the bid;
 - c. Bear the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late" pursuant to ITB 19, and
 - d. Provide a warning not to open before the time and date for bid opening.
3. If any of the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

1.18 DEADLINE FOR BID SUBMISSION

1. Bids must be received by the Employer at the address specified in the Invitation to Bid.
2. Bidder shall not have the option of submitting their bids via email or any other electronic communication way.
3. The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with ITB 1.9, in which case all rights and obligations of The Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

1.19 LATE BIDS

1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 1.18. Any bid received by The Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

1.20 BID MODIFICATION AND WITHDRAWAL

1. The bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice of the modification or withdrawal is received by The Employer prior to the deadline for submission of bids.
2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 1.17, with the outer and inner envelopes additionally marked "modification" or "withdrawal" as appropriate.
3. No bid may be modified by the bidder after the deadline for the submission of bids.
4. Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in ITB 1.13 may result in the forfeiture of the bid security pursuant to ITB 1.14.

1.21 BID OPENING - TECHNICAL PROPOSALS

1. The Employer will open the Bid Security Envelopes in the presence of bidders' designated representatives who choose to attend at the address, date, and time as indicated in the Invitation to Bid. The Technical Proposals Envelopes, including withdrawals and modifications made pursuant to ITB 1.20, will be opened only for the bidders submitting accepted bid security in the same session and will be evaluated later.
2. No bid shall be rejected at the bid opening session except for late bids pursuant to ITB 1.19 or bids failing to comply with bid security requirements as per ITB 1.14.
3. The bidders' representatives who are present shall sign a register evidencing their attendance.
4. Envelopes marked "Withdrawal" shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB 1.20 shall not be opened. Subsequently, all Technical Proposal Envelopes marked "Modification" shall be opened, and the submissions therein read out in appropriate detail.
5. The Employer will prepare minutes of the bid opening.

6. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

1.22 BID OPENING - FINANCIAL PROPOSALS

1. The Employer shall determine a date and time after the evaluation of the technical envelopes when the Employer shall open the financial envelopes of the technically qualified Bidders and shall carry out the opening of the Financial Envelopes, including any modifications thereof, of the Qualified Bidders and return the unopened Financial Envelopes, including any modifications thereof, of the Bidders who failed to comply with the technical requirements.

1.23 CLARIFICATION OF BIDS AND CONTACTING THE EMPLOYER

1. To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB 1.24. If a bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
2. Any effort by the bidder to influence the Employer in the bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

1.24 EVALUATION OF TECHNICAL PROPOSALS

1. The Employer will evaluate the Technical Proposals received prior to the Submission Deadline and open in accordance with ITB 1.211.21 and the following:
 - a. Prior to the detailed evaluation of bids, the Employer will determine whether each Technical Proposal (a) meets the eligibility criteria in accordant with ITB 1.2 and ITB 1.3; (b) has been properly signed and stamped (c) is accompanied by the required securities. **Any bid received by The Employer and did not comply with these requirements shall be rejected.**
 - b. The Employer will evaluate the Proposals based on the following evaluation criteria:
 - I. The Employer will carry out a detailed evaluation of the technical bids, in accordance with the requirements set forth and the criteria detailed in section 2 (Technical Evaluation and Scoring) of this document.

- II. Bidders must obtain a minimum of **80 points** out of 100 to pass the technical evaluation. Otherwise, their bids will be considered as not substantially responsive and will be rejected.
 - III. Following the ranking of the Technical Proposals, the Financial Proposals of the bidders with more than 80-point technical score will be opened by the Employer's evaluation committee. **All other Financial Proposals will be returned unopened after the Contract negotiations are successfully concluded, and the Contract is signed as stated in ITB 1.29 and ITB 1.30.**
 - I. The use of other criteria shall not be permitted. The Employer reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the successful implementation of the contract. The technical proposals that have met the evaluation criteria will be considered as Substantially Responsive Bidders.
2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works and Services; (b) that limits in any substantial way, inconsistent with the bidding documents, The Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect the competitive position of other bidders unfairly presenting substantially responsive bids.
 3. If a bid is not substantially responsive, it will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation and will not be considered for further evaluation.
 4. Only technical proposals that pass all evaluation criteria shall be determined as "substantially responsive bids" and be considered for financial evaluation.
 5. Technical Proposals failing to meet the evaluation criteria shall not be considered further in the evaluation process, and their financial proposals shall be returned unopened.

1.25 CORRECTION OF ERRORS

1. The Employer shall open the financial offers of the Substantially Responsive Bidders in accordance with ITB 1.22. The Employer shall examine each such Financial Offer to determine whether it is complete and responsive to this document.
2. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the amounts given under the column for the price breakdown shall prevail and the Total Price shall be corrected accordingly;
 - (b) Where there are errors between the total of the amounts given in Price Schedules and the amount given in Grand Summary Price Schedule, the total of the amounts of Price Schedules shall prevail and the Grand Summary Price Schedule shall be corrected accordingly;
 - (c) If there is a discrepancy between the grand total price amount given in Grand Summary Price Schedule and the Bid Price of the Bid Submission Form, the grand total price given in Grand Summary Price Schedule shall prevail and the Bid Price of the Bid Submission Form shall be corrected; and
 - (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
3. The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with ITB 1.14.

1.26 EVALUATION AND COMPARISON OF FINANCIAL PROPOSALS

1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB 1.24.
2. In evaluating the bids, the Employer will adjust the bid price of each bid as follows:
 - a. making any correction for errors pursuant to ITB 1.25;
 - b. applying any discounts offered by the bidder for the award of the contract, and

1.27 AWARD

Subject to ITB 1.26, the Employer will award the Contract based on the **lowest** total score of financial evaluation, which will be calculated as per the following equation:

$$\text{Total of Financial Evaluation} = 60\% \times (\text{Total of Schedule of Prices No. 1, 2 \& 3 (Fixed Fees)}) + 40\% \times (\text{Total of Schedule of Prices No. 4 \& 5 (Variable Fees)})$$

1.28 THE EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

1. The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action. In case of annulment, all Bids submitted and, specifically, bid securities shall be promptly returned to the Bidders.

1.29 NOTIFICATION OF AWARD

1. Prior to the expiration of the period of bid validity prescribed in ITB 1.13, the Employer will notify the successful bidder in writing that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the design, execution, completion and maintenance of the Works and Service and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Accepted Contract Amount").
2. The notification of award will constitute the formation of the Contract, which only becomes effective upon signature by both parties.
3. Upon the successful bidder furnishing of the Performance Security, signing the Contract Agreement, and start performing and commencing the contract, the Employer will promptly notify the name of the winning bidder to each unsuccessful bidder and will discharge the bid security of the unsuccessful bidders, pursuant to ITB 1.14.

1.30 SIGNING OF AGREEMENT

1. At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Contract Agreement Form, incorporating all agreements between the parties.
2. Within 14 days of receiving the Contract Agreement form, the successful bidder shall sign the Contract Agreement and return it to the Employer, together with the required Performance Security. After confirmation that the performance security is acceptable, the Employer will sign the Contract Agreement and return the bid security.

1.31 PERFORMANCE SECURITY

1. The successful bidder shall furnish to the Employer a Performance Security in the amount of 10% of the Accepted Contract Amount and in the same currency of the Accepted Contract Amount.
2. The Performance Security is to be provided by the successful bidder in the form of a bank guarantee; it shall be issued by a bank located in Jordan or by a foreign bank through a correspondent bank located in Jordan and shall be accepted to the Employer. In the case of joint ventures, the Performance Security should be issued in the name of the joint venture.
3. Failure of the successful bidder to comply with the requirements of ITB 1.29 and ITB 1.30 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy The Employer may take under the Contract, and The Employer may resort to awarding the Contract to the next ranked bidder.

2. TECHNICAL EVALUATION CRITERIA AND SCORING

This section elaborates the mechanism and criteria of the technical evaluation. This mechanism will be used by the Employer bidding committee, who will conduct the process from bids' envelopes opening until the final selection of the winning bidder. The next steps reaching the contract signature will be processed per the procurement policy of The Employer.

The Bidder shall provide all the information requested in accordance with this section. All forms required to complete the information requested in the following procedure are also provided in this in section.

2.1 STAGE 1: ELIGIBILITY

In this stage, the Bidder shall comply with the requirements of ITB 1.2 and 1.3. The Employer will disqualify any proposal found incomplete, deviating from the bidding documents, lacking supporting documents, does not include bidding security guarantee, or is in breach of any legislation or conditions.

It is mandatory for the Bidders to meet all these requirements together. Failing to comply with this will lead to disqualification of all bidders that do not satisfy these requirements.

The Employer will inform the bidder of the disregarded proposal in writing, and he will be required to return his proposal and be handed the Bid Security.

The Bidder shall fill the forms 3.1, 3.2 & 3.3 in this stage and provide all relevant documents as per ITB 1.2 and 1.3.

2.2 STAGE 2: TECHNICAL EVALUATION

In this stage, the Employer's committee will start the technical evaluation for those proposals that passed the eligibility stage above.

The evaluation of the Bidders' Technical Proposal will be solely and absolutely based on the content of the technical proposals of bidders and the presentation made by them. Though, The Employer has the right to ask for clarifications, evidence, reference checks during the evaluation.

The bidder should score 80 marks out of 100 to pass the technical evaluation then to proceed to the next stage/step.

The technical evaluation marking and thus the technical evaluation score of each bidder will be based on the following criteria and details:

2.2.1 Relevant Experience (15 Marks)

A- Contractor's Experience (10 Marks)

Each Bidder shall provide at least **one** similar project. Information required should include the following, using form 3.4 included the following bidding forms:

1. Project name and location.
2. Role of the contractor
3. Duration of the project in months
4. Name, address, and contact information of the Employer
5. Project cost (construction cost, variation, final cost) in Jordanian Dinar
6. Brief description that includes the design responsibilities, components, use, area, location, and **similarity**.

Similar project/experience is defined as a design & construction or construction water treatment plant project completed within the last **15 years**, which shall include as a minimum, but is not limited to the following:

1. The main field of experience shall be in the water/desalination treatment plants.
2. The construction cost of a similar project is not less than one million JOD.

2.2.2 Supportive Documents (4 Marks)

The Bidder shall include the necessary supportive certificates and documents for similar projects or any official document from the Employer or the supervising engineer ... etc., to prove the description of the similar project and its main components. **(4 Marks)**.

2.2.3 Proposed Key Personnel (16 Marks)

Each Bidder shall provide details of the proposed positions for key staff and the qualifications, years of experience and areas of expertise for each of the proposed positions.

Please attach a sealed and signed commitment letter from the company the proposed key staff in case of award the contract. The Bidder shall provide details of the proposed personnel, their experience records, and their related certificates using forms 3.5 (PER-1 and PER-2) included the following bidding forms.

Table 1:Proposed Key Personnel

No	The Staff Position / Name	No of Staff	Qualifications	Experience	Similar project Experience /	Score/Mark
A- Key Staff for Design Build Phase						

1	Project Manager /Contractor's Representative	1	B.Sc. in engineering PMP is Preferred	at least 15 years' experience in similar projects with at least 5 years' experience in managing and directing projects.	Project manager for at least two similar projects either in supervision or executing	6
2	Process Engineer	1	B.Sc. in civil, mechanical, chemical engineering	at least 10 years' experience in similar projects	Site engineer or resident engineer in two similar projects either in supervision or executing	6
B- Key Staff for Operation and Maintenance Phase						
1	Plant Manager	1	B.Sc. in civil, mechanical, chemical engineering	at least 10 years' experience in managing the operation of similar projects	Two similar projects in managing the operation and maintenance of water treatment plants	4

The contractor can employ the project manager or the process engineer as plant manager if he has the required qualifications.

2.2.4 Method Statement/Methodology and Design Proposal (65 Marks)

Each bidder shall set out details of the method statement for the works to demonstrate how it will meet the Employer's objective and requirements. As a minimum, the Method Statement chapter shall address the following:

Table 2:Method Statement and Design Proposal

No	Description	Score/Mark
1.	Design-Build Work Programme, and Method Statement	10 Marks
2.	Design Proposal	45 Marks
3.	Operation and Maintenance Plan	10 Marks

If the technical evaluation committee found that the method of statement and the design proposal of the contractor doesn't fulfil any of the minimum requirements of the employer then the contractor will be unqualified and his offer will be rejected even if he passed the technical evaluation pass grade (80%).

1. Design-Build Work Programme, and Method Statement

At this section, it is not required to give an exact and/or detailed programme, and method statement. The exact detailed one is required to be submitted after awarding the Contract as per the Conditions of Contract.

Though, the bidder shall give in his proposal an indicative work programme bar chart including a critical path diagram, using Primavera Software, with providing method statements for major activities (to be read in conjunction with the work programme), showing the design and construction activities, the estimated sequence of activities, the estimated start and end date, the resource planning, and the milestones of main projects to be implemented and considering equipment availability. Presenting a logical and rational sequence of activities, giving each enough time and resources would prove Bidder's deep understanding and experience in the project scope elements. The Bidder is encouraged to pay attention to these evaluation criteria.

The proposed work program and method statements shall be developed based on the Employer's Requirements and shall describe the following:

- Design of the Works, including the submission of the design deliverables, review, and approval of the design by the Employer's Representative;
- Organization chart illustrating the proposed management structure and reporting lines for delivery of the Design-Build. The organization chart shall include the names of all Key Personnel;
- Execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- Organizational arrangements during construction include; team structure and numbers, roles and responsibilities, approval procedures. Any expatriate personnel should be indicated separately in such details;
- Provide details of any work proposed to be sub-contract together with the names and experience of the subcontractors proposed.
- Proposals for training all personnel attending site;
- Stakeholder engagement;
- Obtaining and managing consents, permits and approvals;
- Site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- Construction phasing proposals including sequence of work and management of conflicting activities;
- Ensuring that geotechnical investigations or other advance works meet the ESHS requirements;

- Sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- Provide an Environmental, Social, Health and Safety ESHS Methodology providing information on how the bidder shall meet the requirements and objectives specified by the Employer.
- The health and safety plan for the project, considering the health safety needs and measures, in addition to COVID safety measures.
- The bidder's plan to monitor and control the quality and the time until the end of the project works. Providing evidence of the QA/ QC Program/Safety procedures adopted in similar works. The bidder shall submit the mentioned requirements for his similar projects executed by the bidder in the last five years.
- Risk mitigation and response plan. The risk mitigation plan shall address all potential risks of all types, sources, possibilities, and severity levels. The plan shall be as clear and precise as possible in elaborating mitigation measures and response plans. Moreover, the allocation of responsibilities shall be sound and clear.
- Arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
- Testing, commissioning, and handing over of the completed Works.

2. Design Proposal

The bidder shall provide preliminary design proposal for the provision of the water treatment plant as explained in the Employer Requirement, including but not limited to preliminary design, all drawings, calculations, datasheets for all electromechanical equipment and treatment units, technology selection criteria, brief process description and Unit demands for outages, commissioning scenario, treatment plant success criteria, and treatment specifications.

As a minimum the preliminary design proposal shall include the following:

- Design Proposals: a written proposals on the references, basis, and principles of the design of the works, regarding the hydraulics and structural design with calculations, and to the standards and codes of practice.
- Process design and mass balance calculations.
- Chemical consumption.
- Laboratory equipment proposed.

- General Site Layouts
- Typical details
- Surge analysis
- Process flow diagram
- Special details of main structures.
- Structural, Mechanical, Electrical and Architectural Drawings for the New tanks and filtration and treatment units, and operation building (Drawing to include Details, Plans, Sections etc....)
- Proposed manufacturers/ suppliers and Schedule of major materials submittals, such as but not limited to piping, pumps, valves, vessels, membranes, instruments, cables, control system, piping fittings, cable ladders and accessories.
- To specify and provide all technical specification, manufacturer's data sheet, catalogues, and sources of origin for material to be suggested in his preliminary design using form 3.6 included the following bidding forms.
- To specify and provide all expected electrical consumption figures for the whole process including the pumping (KWh/m³).
- To specify and provide all chemical and consumables required for the treatment process (unit/m³).
- Reference shall be made to any innovative techniques; energy conservation measures and environmentally friendly policies to be adopted on the site.
- The bidder shall submit a schedule detailing all the calculations, drawings, and proposals to be submitted.

3. Operation and Maintenance Service

The bidder shall provide preliminary O&M plan, which shall clearly demonstrate the resources and approach to operation and maintenance of the completed facilities.

As a minimum the preliminary design proposal shall include the following:

- Organisation and key personnel;
- Operations and Maintenance proposals;
- Monitoring water quality and flows;

- The operational systems to be developed, including details of any standards to be adopted or followed for example with respect to managing environmental, social and health and safety risks during operation;
- Training of Employer's Personnel;
- Knowledge transfer to Employer's personnel;
- Asset replacement;
- Preparation of required documents and manuals;
- Quality assurance;
- Emergency Preparedness and Response Plan; and
- Reporting arrangements.

3. BIDDING FORMS

3.1 BIDDER'S INFORMATION FORM

Project Name: ----- Tender No: -----

Bidder's Name: -----

In the case of Bidder's joint venture (JV):

- Name of each member/ leader: -----
-
- JV member's country: -----

Bidder's address: -----
-

Bidder's authorized representative information:

- Name: -----
- Address: -----
- Telephone numbers: -----
-
- E-mail address: -----

Attached are copies of original documents of:

- ☐ In case of JV, letter of intent to form JV or JV agreement.
- ☐ Certificates, company registration, and supporting documents, specify types of documents:

.

3.2 FINANCIAL SITUATION & AVERAGE ANNUAL CONSTRUCTION TURNOVER

1. Annual Turnover

The information supplied should be the Annual Turnover of each member of the JV in terms of the amounts billed to clients for each year for work in progress or completed.

Table 3: Annual Turnover Data for the Last 5 Years (Construction only)

Year			Amount (JOD)
2017			
2018			
2019			
2020			
2021			
Average	Annual	Construction	
Turnover			

2. Contractor's Commitments

1. Contractor:
2. General Director:
3. Classification file No. at
the Government
Tenders Department:
4. Classification Grade:
5. Ceiling for
Commitment:
6. Projects under
construction:

Table 4: Contractor's Commitments

No	Project's name	Tender No	Value at award JD	Value of Uncompleted works JD	Execution period	Commencement Date	Remarks
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3.3 LIST OF SUBCONTRACTORS

The following subcontractors and/or manufacturers are proposed for carrying out the key activity/sub-activity indicated.

Table 5:List of Subcontractor

Key Activity/Sub-Activity	Proposed Subcontractors	% of subcontracting	Nationality

Bidders shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand, and will comply with the requirements of this document.

3.4 RELEVANT SIMILAR EXPERIENCE

Table 6: Relevant Similar Experience

1.	Project Name	
2.	Project Location	
3.	Role of the Contractor	
3.	The Employer (name, address, and contact information)	
4.	The Supervision (name, address, and contact information)	
6.	Commencement Date	
7.	Duration of the project in months	
8.	Project Description includes the design responsibilities, components, use, area, location, and similarity.	
9.	Construction Cost in JOD	
10	Variation in JOD	
11	Final Cost in JOD	
12.	Supportive Documents Provided	
13.	Any other information	

Stamp and Signature

By:

Position:

Duly authorized to sign offer for and on behalf of the bidder.

3.5 PERSONNEL

1. Form PER-1: Proposed Personnel

Table 7: Proposed Key Personnel

No.	Title of Position	No. of Staff	Name

Duly authorized to sign offer for and on behalf of the bidder.

2. Form PER-2: Resume of Proposed Personnel

Table 8: Form of Curriculum Vita (CV)

Position:			
Personnel information	Name		Date of birth/Nationality
	Professional qualifications/Education/Certificates		
	Membership in professional association		
Present employment	Name of employer		
	Address of employer		
	Telephone		Contact (manager / personnel officer)
	Fax		E-mail
	Job title		Years with present employer

General Experience

From	To	Company	Project / Position / Relevant technical and management experience

Specific Experience

Project	Year	Position	Company	Description of the specific experience

Stamp and Signature

By:

Position:

Duly authorized to sign offer for and on behalf of the bidder.

3.6 SCHEDULE OF PARTICULAR

As part of the method statements, the Bidder shall fill in the following table:

Table 9: Treatment Units Specifications

No.	Item	Descriptions
A.	Sand Filtration System	
1	<i>Sand Filters</i>	
	Type	
	Total feed flow rate	
	Filtration rate	
	Min. no. of filters	
	Flow rate per stream	
	Filter diameter	
	Hight of filter	
	Materials	
	Filter media	
	Filter bottom	
	Sampling points	
	Head loss measurements	
	Backwash system	
	Valves and piping	
2	<i>Feed & backwash pumps</i>	
	Type	
	Number of feed pumps	
	Single feed pump capacity	
	Feed motor starter	
	Number of backwash pumps	
	Pumps material	
	Pumps Efficiency	
	Backwash motor starter	
	Accessories	
3	<i>Flow rate measurements</i>	
4	<i>Water quality measurement</i>	
B.	Turbidity meter and control	
	Turbidity meter and controller	
C.	UV system	
	Quantity	

	UV feed flow (m ³ /h)	
	UV dose	
	UV lamp type	
	UV system	
	system alarms	
	Instrumentation and control	
D.	Pipes and Fittings	
	Material	
	Max. Pipe Velocity	
E.	MCC, control panels and switches	
	Specifications	
	accessories	
	logic of the control panel	
	Minimum bush buttons	
	minimum indicators and signals and alarms to be browsed on HMI	

The bidder must add data sheets for any additional treatment unit(s) provided in his proposal.

3.7 SCHEDULES OF PRICES (FINANCIAL OFFER)

Schedule 1: Design Service

Item No.	Description	Unit	Quantity	Unit Rate (JOD)	Amount (JOD)
1.	Design Services.	LS	LS		
A.	Total Amount to be Carried to Grand Summary				

Stamp and Signature

By:

Position:

Duly authorized to sign offer for and on behalf of the bidder.

Schedule 2: Construction Works and Installation Service for the proposed treatment plant

Item No.	Description	Unit	Quantity	Unit Rate (JOD)	Amount (JOD)
1.	Construction Services for the WTP, include prices for transportation, insurance, and other services incidental to the installation of the Plant, all labour, Contractor's equipment, Mandatory Spare Parts, construction works, materials, consumables and all matters and things of whatsoever nature, etc., where identified in the Bidding Documents, as necessary for the proper execution of the installation and other services (any items required for the construction and operation of the WTP in an optimal condition and not listed below are to be included within the unit prices of other items with no extra payments)				
1.1	RaW water Reservoir	LS	LS		
1.2	Filtration	LS	LS		
1.3	Ultraviolet	LS	LS		
1.4	GAC	LS	LS		
1.5	Treated Water Reservoir	LS	LS		
1.6	Electrical control and instrumentation.	LS	LS		
1.7	Intake of the proposed WTP	LS	LS		
1.8	Intake of the existing WTP (including all structural, mechanical, electrical)works, pumps, valves pipes and any material required to operate the intake and to transfer water to the raw water reservoir of the current WTP.	LS	LS		
1.9	Interconnecting valves, pipes, and fittings for the whole site from the intake structure up to the treated water reservoir for the proposed WTP	LS	LS		
1.10	Operator and administration buildings	LS	LS		
1.11	Modification of the existing water treatment plant as described in volume (2)-item (7)	LS	LS		
2.	Provisional Sum (for unforeseen additional works, EDCO works, ... etc)	PS	PS	50,000	
A.	Total Amount including provisional sum to be Carried to Grand Summary				

Schedule 3: Contractor's Annual Fixed Fee during the Operation and Maintenance

Item No.	Description	Number of years	Unit	Quantity	Unit Rate for Annual Fixed Fee (JOD)	Total Fixed Fees for the Operation Service Period (JOD)
1.	Operation and Maintenance Fixed price including training and Knowledge transfer (for the proposed treatment plant and the existing treatment plant in addition to the intakes of the two treatment plants and also in addition to the existing and proposed pumping stations)	Year 1	JOD	1		
		Year 2		1		
		Year 3		1		
		Year 4		1		
		Year 5		1		
A.	Total Amount (JOD) to be Carried to Grand Summary					

Schedule 4: Contractor's Variable Fee (CVF) Bid Price during the Operation and Maintenance

Item No.	Description	Operation period	Unit	Quantity	Unit Rate for CVF (JOD/m³)	Total Variable Fees for the Operation Service Period
1.	CVF for contractor's variable fees activities including all the consumables chemical, maintenance activity with spare parts and replacement of any consumables. (for the proposed treatment plant and the existing treatment plant and the existing and the proposed pump stations)	Year 1	m³	4,100,000		
		Year 2		4,100,000		
		Year 3		4,100,000		
		Year 4		4,100,000		
		Year 5		4,100,000		
A.	Total Amount (JOD) to be Carried to Grand Summary					
B.	Average CVF for operation period (JOD/m3)					

Schedule 5: Contractor's Electricity Payment during the Operation and Maintenance

Item No.	Description	Unit	Electricity Annual Amount					Total
			Year1	Year2	Year3	Year4	Year5	
	Electricity Payment for the proposed treatment plant							
1	Annual water production (forecast)	m ³	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	
2	Nominal Average Tariff in local currency per kWh (The Electricity price is subject to prices adjustment during Operation and Maintenance Period)	JOD	0.106	0.106	0.106	0.106	0.106	
3	Annual electricity consumption (kWh) (item 1 x Bidder's guaranteed Maximum Energy Consumption Rate in accordance with Schedule of Performance Guarantees)	kWh						
4	Annual Contractor's Electricity Payment in JOD= (2x3)	JOD						
	Electricity Payment for the existing treatment plant and existing pump station and the proposed pump station							
1'	Annual Provisional Sum	JOD	210,000	210,000	210,000	210,000	210,000	1,050,000
A.	Total Amount (JOD) to be carried to Grand Summery(4+1')							

Schedule 6: Grand Summary

Schedule No	Description	Total Price (JOD)
1.	Design Services (Schedule No. 1)	
2.	Construction Works and Installation Services (Schedule No. 2)	
3.	Operation and Maintenance Services (Fixed Fee, Schedule No. 3)	
4.	Operation and Maintenance Services (Variable and Electrical Fees)) (Schedule No. 4 & 5)	
A.	Subtotal for the Design-Build of the Works (1+2)	
B.	Subtotal for the Operation and Maintenance Service (3+4+5)	
C.	GRAND TOTAL= (A+B) to be included in the Letter of Bid	

Stamp and Signature

By:

Position:

Duly authorized to sign offer for and on behalf of the bidder.

4. CONDITIONS OF CONTRACT

4.1 PART I - GENERAL CONDITIONS OF CONTRACT


The General Conditions of Contract shall be those forming the “**Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works, designed by the Contractor - First Edition 1999**” (ISBN: 2-88432-023-7), published by *Fédération Internationale des Ingénieurs-Conseils* (FIDIC). These Conditions are subject to the variations and additions set out in the “Particular Conditions of Contract”


The Bidder is deemed to be acquainted with and in possession of this version of General Conditions and may on request of the Employer be required to submit a copy duly countersigned by the person, authorised to sign the Bid.

The Contractor is deemed to have full knowledge of the General Conditions.

Original copies of the FIDIC General Conditions of Contract can be obtained from:

FIDIC / Federation Internationale des Ingenieurs-Conseils.

 * P.O.Box 311, CH-1215 Geneva, Switzerland,

 *(+ 41) 22 - 799 4905, fax: (+ 41) 22 - 799 4901

E-mail: fidic.pub@fidic.orgpobox.com

And the FIDIC official web site

www.fidic.org

4.2 PART II- PARTICULAR CONDITIONS OF CONTRACT

These Particular Conditions are to be read in conjunction with Part I- Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works, designed by the Contractor - First Edition 1999, published by the Federation of Internationale des Ingenieurs-Conseils (FIDIC).

Whatever stated in these Particular Conditions such as addition, deletion, or amendment to the General Conditions Clauses shall prevail and to be considered to the extent that clarifies or adds or amends these Clauses

The Particular Conditions take precedence over the General Conditions.

Part I – General Conditions of Contract (FIDIC) are modified as follows:

4.2.1 CLAUSE 1: GENERAL PROVISIONS

SUB-CLAUSE 1.1 DEFINITIONS

Sub-Clause 1.1.1 – The Contract:

1.1.1.8 “Tender”

Add to the end of this Sub-Clause:

‘Tender’ is synonymous with ‘Bid’ and the words ‘Tender Documents’ with ‘Bidding Documents’.

Sub-Clause 1.1.2 - Parties and Persons:

1.1.2.2 “Employer”

Add to the end of this Sub-Clause:

"The Employer shall be the First Party in the Contract".

Sub-Clause 1.1.3 – Dates, Tests, Periods and Completion:

1.1.3.1 “Base Date”

Delete the original Sub-Clause and replace it with the following:

“Base date” means the date 14 days prior to the latest date for submission of tender.

Add the relevant definitions as follows:

1.1.3.10 “Reasonable Duration “

“Reasonable duration” means the duration that should not exceed 28 days, wherever required, if it is required to be longer it should be justified and approved to the Employer.

1.1.3.11 “Programme”

“Programme” means Detailed programme submitted by the Contractor pursuant to sub-clause 8.3 and all updates and revisions.

1.1.3.12 “Latent Defects”

“Latent Defects” means any defects or deficiency in Existing Works or Permanent Works as applicable or any part of them which is attributed to:

- (a) Defective design of Permanent Works;
- (b) Defective workmanship of defective materials, plant or machinery;
- (c) Defective installations in such works;
- (d) Defective preparation of the Site on which such works are constructed.

Sub-Clause 1.1.4 – Money and Payments:

1.1.4.1 “Accepted Contract Amount”

Delete the original Sub-Clause and replace it with the following:

“Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works under the Design-Build stage and the provision of the Operation and Maintenance Service and remedying of any defects.

Add the relevant definitions as follows:

1.1.4.13 ‘other Payments’

“Other Payments” means all direct or indirect commissions, consulting fees, agent fees or other, and anything of value that the Contractor paid or agreed to pay to others. This statement shall include without limitation a detailed description of these other payments and the basis therefore, whether made or to be made directly or indirectly by or on behalf of the Contractor, or by or on behalf of his Subcontractors, or by their employees , agents or representatives in connection with the Invitation to submit Bids for the execution of this Contract or the Bidding / Auctioning process itself or the award to the Contractor or the negotiations to sign the Contract for its execution.

1.1.4.14 “Prohibited Payments”

“Prohibited Payments” means all moneys whether it is commissions, consulting fees, agent fees or others paid directly or indirectly or anything of value or

promises or commitments to pay such moneys or to give these things either directly or indirectly regardless if this was done by or on behalf of the Contractor, or by or on behalf of his Subcontractors or by any of their employees, agents or representatives who paid to any "Government Official" in connection with the invitation to submit Bids for the execution of this Contract or the Bidding / Auctioning process itself or the award to the Contractor or the negotiations to sign the Contract for its execution.

Sub-Clause 1.1.6 – Other Definitions:

1.1.6.7 “Site”

Add to the end of this Sub-Clause:

“Site means the lands and other places wherein the Works are proposed to be constructed whether through, upon, underneath, or inside such lands and places and shall also comprise lands and other places furnished by the Employer for the execution of this Contract.

It also comprises any other place mentioned or designated in the Contract as a part of the Site in accordance with any coordination made with municipal and official authorities, as well as any other place which may be agreed upon by the two parties to form part of the Site during the execution of the Works; the site may partly be a road course or public or private land which is not the property of the Employer. The Contractor shall not carry out works thereon, without first obtaining a permit and coordinating with the relevant authorities, with the assistance and knowledge of the Employer”

Add the relevant definitions as follows:

1.1.6.10 “Shop Drawings”

“Shop Drawings” means the drawings produced by the Contractor (or their manufacturers, fabricators and/or designers on their behalf) which are necessary and detailed enough to enable fabrication (either on or off Site).

1.1.6.11 “Best Industry Practice”

“Best Industry Practice” means those practices, methods, equipment, specifications and standards of safety and performance, as the same may change from time to time, as are (a) commonly used worldwide by the

contractors performing works similar to the Works of Project; and (b) in the exercise of reasonable judgment and in light of the facts known at the time commonly considered good, safe and prudent practices worldwide in connection with the Works with commensurate standards of safety, performance, dependability, efficiency, and economy.

1.1.6.12 “Notice of Dissatisfaction”

“Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision] indicating its dissatisfaction and intention to commence arbitration.

1.1.6.13 “Operation and Maintenance Requirements”

“Operation and Maintenance Requirements” (“O&M”) means a set of operation and maintenance requirements provided in the Employer’s Requirements for the proper implementation of the Operation and Maintenance Service by the Contractor during Operation and Maintenance Service Period.

1.1.6.14 “Operational Management Plan”

“Operational Management Plan” (“OMP”) means the plan for operating and maintaining the Permanent Works prepared and updated by the Contractor and agreed by the Employer as described in the Employer’s Requirements volume.

1.1.6.15 “Operation and Maintenance Service”

“Operation and Maintenance Service” means the operation and maintenance of the Permanent Works as set out in the Operation and Maintenance Requirements.

1.1.6.16 “Operation and Maintenance Service Period”

“Operation and Maintenance Service Period” means the period specified in Sub-Clause 1.1.3.3 [Time for Completion] of Appendix to Tender or other period agreed by the Parties in writing and calculated from the date stated in the Taking Over Certificate to the date stated in the Operation Service Completion Certificate.

1.1.6.17 “Operation and Maintenance Service Completion Certificate”

“Operation and Maintenance Service Completion Certificate” means the certificate issued by the Engineer upon completion of Operation and Maintenance Service by the Contractor.

1.1.6.18 “Optional Item/Year”

“Optional Item/Year” means any item mentioned in the Schedules of Prices and whether it is necessary to implement it or not in the hands of the Employer as he has the authority to implement it in whole or in part or not to use it; without bearing any additional cost as a result of that.

SUB-CLAUSE 1.2 INTERPRETATION

Add the following paragraph to the end of this Sub-Clause:

"In all these Conditions of Contract, provisions including the expression "Cost plus reasonable profit" require this profit to be 5% of this cost. (This percentage not applicable to paragraph (c) of sub-clause (16/4 – Payment on Termination) of the General Conditions.

SUB-CLAUSE 1.4 LAW AND LANGUAGE

Add to the end of this Sub-Clause:

- (a) All correspondence between the Employer, the Engineer and the Contractor, or their representatives shall be in English language
- (b) The language for day-to-day communication on-site shall be the Arabic and English language
- (c) The law of the Hashemite Kingdom of Jordan shall govern the Contract if not otherwise stipulated in the Contract.

SUB-CLAUSE 1.5 PRIORITY OF DOCUMENTS

Delete the Sub-Clause and replace it with:

“The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be as per the order listed in the **Contract Agreement**.

If an ambiguity or discrepancy is found in the document, the Engineer shall issue any necessary clarification or instruction”.

SUB-CLAUSE 1.6 CONTRACT AGREEMENT

Delete the last sentence starting with “The costs of stamp duties and similar charges (if any) ...” of this Sub-Clause and replace it with the following:

The costs of stamp duties and similar charges (if any) imposed by the law in connection with entry into the Contract Agreement shall be borne by the Contractor. A copy of the receipt of the stamp duty due before contract signature shall be submitted to the Employer to be attached to the Contract.

SUB-CLAUSE 1.9 ERRORS IN THE EMPLOYER’S REQUIREMENTS

Add to the end of this Sub-Clause:

The Contractor shall check the Employer’s Requirements prior to start of the design. Any changes proposed by the Contractor shall be approved in writing by the Engineer.

SUB-CLAUSE 1.12 CONFIDENTIAL DETAILS

Add to the end of this Sub-Clause:

a) Contract to be confidential

“The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or to any third party without the prior written consent of the Employer. If any disputes arise as to the need to publish or disclose any part of the contract, the same shall be referred to the Employer, whose decision shall be final.

(b) Photographs

No photographs of the site or the works or any part thereof shall be published and/or circulated without the prior written permission of the Employer and no such permission shall exempt the Contractor from complying with the laws and regulations regarding taking and publishing photographs.

(c) Publicity

The Contractor shall not give any information concerning the works for publication in the media without the prior written approval of the Employer.

SUB-CLAUSE 1.13 COMPLIANCE WITH LAWS

In addition to what is mentioned in this Sub-Clause, the following shall be added to the end of this Sub-Clause:

(c) The Contractor shall obtain all permits, licenses, approvals, and patent from all concerned authorities and as per the Employer's requirements and as required by the laws which considered in relation to the execution, completion of the Works and the remedying of any defect; and to follow up all coordination and formal letters issued by the Employer and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

(d) the Contractor shall comply with all laws and regulations, guidelines, and procedures related to the execution of Works and shall abide by all guidelines and procedures of Yarmouk Water Company.

(c) the Contractor shall exercise all reasonable endeavours to arrange its activities and procurement of services and supplies for the Project and to require the same obligation from their suppliers and sub-contractors, in relation to Yarmouk Water Company, in such a way as to comply with all guidelines and procedures. All penalties, if any, incurred by the Contractor as a result of non-compliance with such regulations shall be the sole responsibility of the Contractor. In this regard, all claims, and requests for an additional cost and/or extension of time arising from or in relation to non-compliance with such regulations shall be considered null and void.

Furthermore, the Contractor shall comply with all laws of the Country which entitled the Employers to the exemption, if any, from customs duties, taxes, and sales taxes.

SUB-CLAUSE 1.14 JOINT AND SEVERAL LIABILITY

Add to the end of this Sub-Clause:

- d) The lead partner shall be authorized to receive instructions for and on behalf of all partners, individually and collectively. The lead partner shall be responsible for the execution of the contract, including payments.
- e) The lead partner shall perform not less than 50% of the value of the works by his own personnel and equipment.
- f) The composition or the constitution of the Joint Venture shall not be altered without prior consent of the Employer.

Add the following Sub-Clause:

SUB-CLAUSE 1.15 OPERATING LICENSE

The Employer will issue to the Contractor the Operating License or equivalent legal authorization according to the legislation of Jordan to enable the Contractor to operate and maintain the Permanent Works during the Operation Service Period.

The Operating License shall come into force and effect upon completion of the Design-Build stage by the Contractor, starting from the date indicated in the Taking Over Certificate issued by the Engineer. Operating License shall remain in force until the date indicated in the Operation Service Completion Certificate issued by the Engineer.

The Operating License shall only extend to those parts of the Site which is required to occupy for the purpose of carrying out the Works and Operation Service as set out in the Contract. The Operating License shall not operate nor be deemed to operate as a tenement or a demise of the Site or any part thereof. The Contractor shall not have or be entitled to any estate right, title, or interest in the Site. The license will immediately terminate upon termination of this Contract for whatever reason.

4.2.2 CLAUSE 2 THE EMPLOYER

SUB-CLAUSE 2.1 RIGHT OF ACCESS TO THE SITE

Add to the end of this Sub-Clause:

The Site, or any portions thereof as may be necessary to enable the Contractor to commence the Works, will be officially handed over to the Contractor and an official memorandum in that regard, duly signed by the Employer, Contractor, and Engineer, will be issued.

The Contractor shall be required and at liberty to identify at his own expense any private and/or public lands for the temporary establishment of storage areas and offices sites within the vicinity of the works. The Contractor will have to make in principle his own arrangements in co-operation with the Employer as detailed above for any site selected by him.

The Contractor is required to give the Employer or the designated representative free access to the sites, plant, workshop, and the like and make available to them all relevant facilities and information on an equal basis with the Engineer.

SUB-CLAUSE 2.3 EMPLOYER'S PERSONNEL

Add to the end of this Sub-Clause:

In case there are other Contractors in the Site working for the Employer, similar provisions for cooperation and compliance to provide safety procedures shall be reflected in their Contracts, and the Employer shall notify the Contractor of the presence of such other Contractors.

SUB-CLAUSE 2.4 EMPLOYER'S FINANCIAL ARRANGEMENTS

Add to the end of this Sub-Clause:

The Employer financial arrangement to be notified to the Contractor shall be in the form of a letter of commitment to finance the Project during the time for completion, unless otherwise other arrangements according to the Project's circumstances and its method of financing and its other conditions are agreed for between the two parties.

SUB-CLAUSE 2.5 THE EMPLOYER'S CLAIMS

Replace the first sentence of the second paragraph as follows:

Notice shall be given as soon as practicable but not later than 42 days after the Employer became aware of the event or circumstances giving rise to the claim.

4.2.3 CLAUSE 3 THE ENGINEER

SUB-CLAUSE 3.1 ENGINEER'S DUTIES AND AUTHORITY

Add to the end of this Sub-Clause:

Any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

Notwithstanding the above, the Engineer shall obtain the specific approval of the Employer before taking any of the following actions:

- a) Issuing Variation Orders.
- b) Determine the extension of time for completion and application the provisions of Delay Damages.
- c) Approving the appointment of Subcontractors.
- d) Issuing the order to suspend the Work.
- e) Proceeding to Determination under Sub-Clause 3.5;
- f) Issuing Taking Over Certificate under Sub-Clauses 10.1 and 10.2;
- g) Approving the appointment of Sub-Contractors;
- h) Approval of materials.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or adjoining property, the Engineer may, without relieving the Contractor of any of its duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

SUB-CLAUSE 3.3 INSTRUCTIONS OF THE ENGINEER:

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

Failure of the Contractor to comply with repetitive Engineer's instructions (maximum three times) on the same issue shall subject the Contractor to a penalty in the amount of 1000 JOD per occurrence. This penalty shall not be counted or considered as being a part of the delay damages penalty limit and will be deducted separately from any amount which may become due to the Contractor.

SUB-CLAUSE 3.4 REPLACEMENT OF THE ENGINEER

Delete the original Sub-Clause and replace with the following:

If the Employer intends to replace the Engineer, he shall notify the Contractor before a period not less than (28) days from the intended date of replacement and to specify in his notice the name, address and experience of the intended replacement of Engineer. If the Contractor has reasonable objection to the intended replacement Engineer, then he shall notify the Employer within (14) days from the receipt of the Employees notice of replacement with the supporting particulars for his objection. The Employer upon receipt of such notice and the said particulars shall make his decision which shall be conclusive and final.

SUB-CLAUSE 3.5 DETERMINATIONS

Add at the end of this Sub-Clause:

The Contractor shall not delay the execution of any of the Works during the waiting period for the Engineer's Determinations.

Add the following Sub-Clause:

SUB-CLAUSE 3.6 ADMINISTRATIVE/MANAGEMENT MEETINGS

The Engineer or the Contractor's representative may call each other for administrative meetings to study the Work issues, and in this case the Engineer shall prepare minutes of the meeting and handle copies to all attendants and the Employer, taking into consideration that the responsibilities for any actions required from any of them shall comply with the conditions of the Contract.

It is understood and agreed by both parties that the Engineer shall not be liable for any opinions rendered in regard to whether a default exists under the Contract, when such opinions have been made by the Engineer in good faith and in accordance with good engineering practice, and neither party shall bring or maintain any legal or administrative action based on any such opinion(s).

4.2.4 CLAUSE 4 THE CONTRACTOR

SUB-CLAUSE 4.1 CONTRACTOR'S GENERAL OBLIGATIONS

Replace the first sentence of the first paragraph as follows:

The Contractor shall design, supply, install, execute, commission, and complete the Works, remedy any defects in Works and provide the Operation and Maintenance Service during the Operation and Maintenance Service Period in accordance with Employer's Requirements.

Add to the end of the first paragraph:

The Contractor shall be responsible for ensuring that the Works remain fit for intended purposes during and after the Operation and Maintenance Service Period.

Add to the end of the fourth paragraph:

... during both the Design-Build Period and the Operation and Maintenance Service Period.

Add to the end of this Sub-Clause:

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of the Contractor's operations, plant, appliances, and methods, and for any injury or damage to persons and property which may result from their failure or their improper construction, maintenance, or operation. Immediately upon their discovery, the Contractor shall notify the Employer and the Engineer in writing of any errors, omissions, discrepancies, fault or any other defect in the Employer's Requirements and Specifications for the Works that the Contractor may discover when reviewing the Contract documents before or during the execution of the Works.

The Contractor shall provide at the Site at its own expense water and electricity and all other plant required to execute the Works. Where main supplies are not available on Site, the Contractor shall provide a generator with suitable capacity and water tanks of suitable sizes, with the required petrol, diesel, or gas for their operation.

The Contractor shall provide every assistance to the Engineer and his staff in carrying out their duties and shall provide personnel to assist the checking, testing, sampling, setting out, levelling, and measurement of the works together with a sufficient supply of wedges, poles, paint, line levels, and other materials and small tools required for the checking, setting out and measurement of the Work.

The Contractor shall provide sufficient, qualified, and specialized engineers, technicians and labour for the proper performance of the Works and shall comply with all site procedures and quality forms.

The Contractor shall comply with the adopted local codes, standards, manuals, and any other applicable and internationally recognized Best Industry Practices applicable to similar projects including any Site procedures and quality forms.

The Contractor shall ensure that all products and work delivered shall be fit for their intended purpose.

The Contractor shall comply with the laws and regulations issued by the Jordanian Engineers Association in relation to the employment and the number of Jordanian Engineers employed on the Project.

The Contractor shall ensure that the design of the treatment plant shall involve installing what is necessary for equipment for the protection of the Dam from extraordinary operating conditions.

The Contractor shall protect Dam, Public and Private Property from damage by site traffic or other causes arising from the execution of the works and shall repair any damage to the satisfaction of the relevant public authority or private owner.

The costs for the above assistance are deemed to be included in the Agreed Contract Amount.

In addition, the Contractor shall give due regard to the following matters:

1. The Contractor shall check the design criteria and calculations (if any) included in the Employer's Requirements to confirm their correctness in its bid and to assume full responsibility for them.
2. The Contractor shall bear the responsibility of all engineering works, design, implementation, installation, operation, and the success of water

- tests according to the technical specifications required in the Employer's requirements and the Jordanian specification for drinking water No. 286/2008, except for the acidity of the water.
3. The Contractor shall obtain prior approval from the Employer and the Engineer to supply the materials before purchasing it and submit all related drawings before carrying out any of the Works.
 4. The Contractor shall attempt to decrease noise and environmental pollution as much as possible.
 5. The Contractor shall not use the Site for purposes other than the execution of the Works and /or Operation and Maintenance Service.
 6. The Contractor shall drain flood water and excess water by pumping to prevent damage to any third party.
 7. The Contractor shall preserve trees, planted fields, and fences in a suitable manner, and shall replant or replace those that were damaged or removed, and re-erect fences to their original condition, in accordance with the Engineer's instructions.
 8. The Contractor shall preserve buildings and structures in the vicinity of the site and shall repair and make good any damage resulting from his construction activities under this contract at his own costs.
 9. The Contractor shall preserve the existing buildings during the works and shall repair and make good any damage resulting from his construction activities under this contract at his own costs.
 10. In case of a need to erect scaffolding on any property the Contractor shall contact the owner of the property and arrange for the proper execution, as well as for the removal of the scaffolding, and for the performance of all repairs before the Time of Completion expires.
 11. The Contractor shall provide all documents and guarantees as required in the Employer's Requirements, in addition to the following documents as part of the Contract and as specified in these documents:
 - (a) Shop drawings to be approved by the Engineer prior to starting the Works:

- The Contractor shall provide the detailed shop drawings to get the Employer's approval for all works under this Contract.
 - The Approval of the Employer to such shop drawings, materials, equipment, and specifications shall not relieve the Contractor from the responsibility of manufacturing and supply according to the project's requirements and specifications.
 - All costs and expenses related to preparing and submittal of shop drawings shall be included in the Contract prices.
- (b) As-built drawings to be approved by the Engineer prior to taking over of the Works:
- When the works under the project are completed and before the initial taking over by the taking over committee; the Contractor shall prepare and submit as built drawings approved by the Employer/Engineer. Taking over of the project will not proceed unless the as built drawings have been submitted.
 - Taking Over of works shall be according to the requirement mentioned above.
 - All costs and expenses related to surveying works, preparing and submittals of As Built drawings shall be included in the Contract price.
- (c) Operation and maintenance manuals to be approved by the Engineer.

Contractor's Professional Conduct and Execution of his Duties in Connection with the Contract:

1. Good Practice: If a full description of any material, product, or workmanship was not specified, then it is nevertheless understood that these materials or works shall be suitable for the purposes of the Contract or what may be needed to execute the item in conformity with good practice and whatever is mentioned for the relevant item Schedules (bill of quantities), the Specifications, and the Standards being used.

2. The Contractor shall place clear signs wherever services are concealed in order to facilitate the relocation of the said services during testing, maintenance, repair, or operation of the same under the approval of the Engineer.

SUB-CLAUSE 4.2 PERFORMANCE SECURITY

Delete the second paragraph of this Sub-Clause and replace it with:

“The Contractor shall provide, at his expense, the Performance Security to the Employer within (14) days from the date of receiving the Letter of Acceptance and shall send a copy of the Security to the Engineer; otherwise, the Contractor shall be considered withdrawing his Bid, and the Employer shall be entitled to forfeit the Tender Guarantee (Bid Security) previously submitted by the Contractor.”

“The Performance Security shall be in the same currency of the Accepted Contract Amount and shall be issued by Jordanian bank or by a foreign bank through a correspondent bank located in Jordan and shall be acceptable to the Employer in the Form Provided in Section 5 of this Volume. “

“The cost of complying with the requirements of this clause shall be borne by the Contractor.”

Add to the end of the third paragraph:

Failure by the Contractor to maintain the validity of the Performance Security shall be the grounds for termination in accordance with the Clause 15 [Termination by Employer].

Delete the last paragraph of this Sub-Clause and replace it with:

The Performance Security will be returned to the Contractor within twenty-one (21) days following completion of the Design-Build Period and issuing by the Employer of the Take-Over Certificate in accordance with Sub-Clause 10.1.

It will be returned in exchange to the new performance security provided by the Contractor in the amount of five (5) percent of the Contract Price to cover the Operation Service Period. Its validity should exceed duration of the Operation Service Period named in Appendix to Tender by 28 days.

Upon completion of the Operation Service Period and issuing by the Employer of the respective Completion Certificate, the Contractor should submit another Performance Security in the amount of two (2) percent of the contract price to cover the Contractor's obligations during the Defect Liability Period in exchange to the Performance Security covering the Operation Service Period. Validity of the new Performance Security shall exceed the Defect Liability Period by 28 days. The reduced Performance Security will be returned to the Contractor within 28 days after completion of the Defect Liability Period.

Add to the end of this Sub-Clause:

"Notwithstanding the above, the Performance Security shall not be released until all claims filed against the Contractor resulting from the performance of the Contract have been settled by the Contractor".

The Contractor shall ensure that the Performance Security remains valid in the value stated until the Contractor has completed the Works. If the terms of the Performance Security specify a date for its expiry and it is determined that the Contractor is not entitled to receive either the Taking Over Certificate or the Performance Certificate at a date of (28) days prior to the final date of validity of any of them, the Contractor shall extend the validity of the Performance Security until completion of the Works and remedying defects as the case may be.

SUB-CLAUSE 4.3 CONTRACTOR'S REPRESENTATIVE

Add to the end of this Sub-Clause:

The Contractor's Representative or persons authorized by him shall have a membership in the Jordanian Engineers' Association required to undertake their duties under the Contract.

The Contractor's Representative must be fluent in the English language, writing and speaking, and the key staff must have sufficient command of the English language to communicate with the Engineer's staff".

SUB-CLAUSE 4.4 SUBCONTRACTORS

Add to the end of this Sub-Clause:

d) Each Subcontractor must satisfy the eligibility criteria apply for the award of the Contract.

e) The maximum limit of subcontracts permitted to be given to Subcontractors by the main contractor is 33% of the accepted contract amount. The contractor shall attach to his bid a list showing the works he intends to subcontract, showing the percentage of the contract value of these works.”

f) The Contractor shall perform, using his own means, particularly personnel and equipment, for a major part of the works. Consequently, the total aggregate value of work sub-contracted shall not exceed the amount specified in point (e) above.

g) During the execution of the Work, the Contractor shall submit to the Engineer and the Employer copies of all the sub-contract agreements. The Engineer shall ensure not to exceed the percentage for sub-contracting specified in the Appendix to Tender, and he shall inform the Employer of any violations in this regard.

SUB-CLAUSE 4.6 COOPERATION

In addition to what is mentioned in this Sub Clause, the Contractor shall:

- a) Cooperate and facilitate the site access to the Employer’s personnel or any other contractors and subcontractors, if any, working in the same site during the Contract duration.
- b) Coordinate and cooperate with all concerned local authorities and /or stakeholders who may affect or be affected by the project.
- c) Coordinate with all municipalities, any other concerned authorities and provide all related requirements to get the working approval in the vicinity of public roads and sidewalks; the Contractor shall abide by the requirements of such authorities regarding the traffic signs, warning signs, detours, safety barriers and protection of private properties. No allowances for these works, and the costs and expenses shall be included in the Contract price.

SUB-CLAUSE 4.7 SETTING OUT

Add after the first paragraph:

“All measurements shall be made in the metric system.”

“Throughout the execution of the Works, in case needed for any system, the Contractor shall continuously keep an experienced surveyor on the site to perform and/or supervise the setting out and other survey work. The instruments used by the Contractor shall be of a make and type suitable for the tasks to be performed and faultless in technical condition and adjustment. They shall be subject to approval by the Engineer”.

“The Engineer, or the person or organization authorized by him, may check the setting out at any stage in construction, and the Contractor shall keep site books, plans, and other records to facilitate such checking.”

“In general, the Contractor shall be obliged to set out benchmarks, lines, and levels of reference and cross-sections, according to drawings and instructions by the Engineer, not less than one week or more prior to the commencement of works, to allow sufficient time for checking of lines and levels. After finalizing the setting out works, the Contractor shall report to the Engineer for consent, further instruction, and coordination. The Contractor shall be deemed to have allowed for the services as per above in his tender rates”.

SUB-CLAUSE 4.8 SAFETY PROCEDURES

Add at the end of item a):

“and provide a safety plan to the Employer not later than 7 days prior to the Commencement Date of the Works”.

“If there are several Contractors working at the site at the same time, the safety procedures list required from the Contractor shall be reviewed, and in this case, the Employer liabilities for such procedures shall be defined.”

“The Contractor, Employer and Engineer shall comply with the national building codes regarding general safety and related matters.”

“Particular emphasis shall be paid to the possible necessity of specific security arrangements (employment of a specialized and widely recognized security firm and close co-operation with local police force), which might be useful for campsites, offices, fuel dumps, equipment parks, storage of explosives if any, and staff residences. Except for the case of Force Majeure provided for in Clause

19 of the General Conditions, the Contractor is fully and without compromise responsible for any damages, delays, or any other losses he might suffer from such occurrences notwithstanding the extent or type of theft or damage by third parties”.

Add to the end of this Sub-Clause:

- The Contractor shall abide by all procedures and safety regulations applicable to the Employer and shall comply with all requirements of security and safety of the Employer.
- All provisions for lights, guards, fencing, warning signs, and watching shall be coordinated with, and acceptable to, the authorities whose properties are affected by such provisions. Any of the said provisions which are not acceptable to these authorities shall be immediately upgraded or replaced at no additional cost to the Employer. In addition, the Contractor shall comply with all relevant sections and provisions of the Contract Documents relating to these issues.
- The Contractor is responsible for providing, at his expense, for the Engineer and staff, necessary personnel protective equipment and ensuring the employees are trained in its proper use. Required equipment includes (but not limited to): Safety glasses or safety goggles; safety helmets, cut resistance gloves; fully enclosed shoes (no sandals); and long pants (no shorts).
- The Contractor must always have a minimum of one safety professional with formal documented first aid training on-site.
- A safety harness is required when working two meters or higher above ground in an area that is not confined by handrails.
- In the event that there is an injury or accident, Contractor shall notify the Employer and the Engineer management team immediately and submit a written injury report to the Employer and the Engineer management team within 24 hours of the injury/accident.
- All excavations, open trenches, and floor openings must be barricaded.

- In the event that there is an injury or accident, Contractor shall notify the Employer and the Engineer management team immediately and submit a written injury report to the Employer and the Engineer management team within 24 hours of the injury/accident.
- The Contractor is responsible for the housekeeping in his work area including lay down areas, storage buildings and offices. Operating personnel will need to work around these areas continuously, so it is mandatory that each of these areas be cleaned at the end of each workday.
- The Contractor will provide and maintain trash dumpsters as required to ensure the project site is kept clean at all times.
- The Employer or The Engineer has the full right to stop Works in case of safety violation by the Contractor's personnel, offenders will be asked to leave the site where it does not allow them to return to work until the violation is corrected and will not be allowed to return the offender to active duty in the event of repeated violation.
- The cost of lost time resulting from contractor safety violations will be for the Contractor's account and will not be reimbursed under the terms of this contract.
- If the Contractor fails to comply with the approved safety plan, then the Engineer will inform the Contractor about the non-compliance and request a corrective action to be done within ten days, if the Contractor didn't comply or repeats the violation after the corrective action period, the Engineer has the right to deduct a non-refundable amount of 1000 JD from his payment per each violation. The Contractor should cover his staff with appropriate medical insurance and social security coverage, the Contractor will be responsible for securing the appropriate remedies in the vent of work accident, and the Employer's responsibility will be limited to provide the first aid only.

SUB-CLAUSE 4.10 SITE DATA

Add the following paragraph:

“Data made available by the Employer in accordance with this Sub-Clause shall be deemed to include data listed elsewhere in the Contract as open for inspection at the Employer’s office.

“The Contractor shall undertake full investigations he deems necessary. The Contractor will be fully responsible for all investigations required to execute the works affected by subsoil conditions and runoff. No claim will be permitted with regard to the effects of these site conditions on the execution of the works”.

SUB-CLAUSE 4.11 SUFFICIENCY OF THE ACCEPTED CONTRACT AMOUNT

Add to the end of last sentence:

... as well as for provision of the Operation and Maintenance Service within the Operation and Maintenance Service Period.

SUB-CLAUSE 4.14 AVOIDANCE OF INTERFERENCE

Add after Item b):

“c) Where the closure of a public road is required under the Contract; the approval of the Engineer is required before such closure can take place. The Contractor shall provide the Engineer, not less than 14 days before the closure of the road, his proposal on how the work shall be undertaken, public traffic will be detoured, and the time for its completion. The Engineer shall approve the Contractor’s proposal or seek amendments in order to ensure compliance with this Sub-Clause and local regulations.

SUB-CLAUSE 4.16 TRANSPORT OF GOODS

Add to the end of item (b):

... for provision of the Operation and Maintenance Service during the Operation and Maintenance Service Period; and

SUB-CLAUSE 4.18 PROTECTION OF THE ENVIRONMENT

Add the following paragraphs:

The Contractor shall comply with all applicable current legislation, regulations, and specifications with respect to all measures, operations, and administrative steps required for the full protection and safeguarding of the environment.

The Contractor will be responsible for the proper disposal of sewage from all places within site and shall comply strictly with the regulations of the relevant authorities.

The Contractor shall comply with the regulations of the Employer and the firefighting authorities and take all necessary precautions throughout the execution and completion of the works to prevent the outbreak of fire.

During the execution and completion of the works, the Contractor shall protect the environment on and off the site from contamination. Accordingly, he shall collect all kinds of waste, including offal, production, and communal wastes, and transport them to a waste tip approved by the Engineer.

The Contractor shall not release, or permit to be released into the air, water and land area at or in the vicinity of the site any toxic or harmful effluent or substance and shall indemnify the Employer against any claims or liability arising from any breach of this obligation.

The Contractor shall have full regard for the safety of all persons to be upon the site and keep the site (so far as the same is under his control) and the Works (so far as the same are not completed) in an orderly state appropriate to the avoidance of danger to such persons, and

provide and maintain at his cost all lights, guards, fending, warning signs and watching, when and where necessary or requested by the Engineer or by a duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and

take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise, or other causes arising as a consequence of his methods of operation.

SUB-CLAUSE 4.21 PROGRESS REPORTS

Delete the first sentence of the first paragraph and replace it with:

“Monthly progress reports in a format agreed by the Engineer shall be prepared by the Contractor and submitted to the Engineer in six copies.”

Delete the second paragraph and replace it with:

Reporting on progress shall continue during the Design Build and Operation and Maintenance Service periods until the Contractor has completed all work which is known to be outstanding at the date of completion of Operation and Maintenance Service or other date agreed by the Parties in writing.

Add to the end of this Sub-Clause:

- i) Contract Price forecast to include all items under Clause 13 (Variations and Adjustments) and Clause 20 (Claims, Disputes, and Arbitration).
- j) Updated cash flow forecast as required under Sub-Clause 14.4 (Schedule of Payments) on a quarterly basis.
- k) The Contractor shall include in the reports to the Engineer the personnel employed on the site.
- l) Sustainability requirements report.
- m) All required as per the Employer's Requirements.

SUB-CLAUSE 4.22 SECURITY OF THE SITE

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

the Contractor shall ensure the security of his personnel, materials, and equipment as appropriate, and shall be solely responsible for the security of his work-in-progress (against damage or theft) until the issuance of the Taking-Over Certificate for the Works. In this regard, the Contractor shall store such materials and equipment in the designated storage area Off-Site or On-Site and shall be responsible for their proper handling and management.

SUB-CLAUSE 4.23 CONTRACTOR'S OPERATIONS ON SITE

Add the following to the end of the last paragraph:

Upon completion of Operation and Maintenance Stage the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage,

rubbish and Temporary Works from the Site which are not required for operation of the Plant by the Employer. The Contractor shall leave the Site and Works in a clean and safe condition.

The Operation and Maintenance Service Completion Certificate shall not be issued until the Site and Works will be cleaned up by the Contractor.

Add New Sub-Clause: -

SUB-CLAUSE 4.25 PROGRESS MEETINGS

Within 3 days of the submission of each Progress Report by the Contractor to the Engineer, a Progress Meeting will be held at Site and attended by the Engineer and the Contractor's Representative to review the Progress Report and any other relevant matters. The Employer's Personnel may also attend the Progress Meetings.

The Engineer shall provide within 3 days of the Progress Meeting minutes of the meeting for agreement by the Contractor's Representative. These minutes shall not replace any communications that are required under the Contract relating to Sub-Clause 1.3 (Communications).

The Engineer or the Contractor's Representative may require additional meetings to the monthly Progress Meetings and should provide 7 days' notice of such additional meetings, giving the reasons for the meeting.

Add New Sub-Clause: -

SUB-CLAUSE 4.26 CONSTRUCTION LOG-BOOK, DAILY DIARY, SITE INSTRUCTION BOOK

The Contractor's Representative shall be responsible for keeping the Construction Logbook, a Daily Diary, and a Site Instruction Book on Site. Information shall be entered into these documents only by duly authorized persons.

Entries into the Construction Logbook, the Daily Diary, or the Site Instruction Book do not relieve the Parties and the Engineer from complying with the requirements of Sub-Clause 1.3 (Communications) unless agreed to by the Parties and the Engineer and confirmed in writing.

All entries into the Construction Logbook, the Daily Diary, or the Site Instruction Book by duly authorized persons not representing the Employer, Contractor, or the Engineer, are to be reported promptly by the Contractor's Representative to the Engineer.

Entries into the Construction Logbook may be used by either Party as contemporary records under Sub-Clause 2.5 (Employer's Claims) or Sub-Clause 20.1 (Contractor's Claims).

Add New Sub-Clause: -

SUB-CLAUSE 4.27 EXISTING SERVICES

The Contractor shall acquaint himself with the position of all existing services such as sewerage, water supply, telephone, electricity, gas, and the like before any excavation or other work likely to affect those services is commenced. The Contractor will be liable for any damage of any kind caused by him or his Sub-Contractors in the execution of the works and must make good such damage at his own expense and to the complete satisfaction of the Engineer within the Time for Completion.

The Contractor is required to make all necessary arrangements with the relevant local authorities and owners for the removal, diversion, or reinstatement of all services as agreed with or instructed by the Engineer. The Contractor will pay the costs of these works.

Add New Sub-Clause: -

SUB-CLAUSE 4.28 TEMPORARY WORKS

The requirements for temporary works to be executed, provided, kept, maintained, and operated by the Contractor shall be as clarified in the Employer's Requirements, if any.

Project identification signboard:

The Contractor shall provide the Sites with signs in the number, size, and shape as agreed to with the Engineer and as follow:

1. The Contractor shall be provided one temporary project identification sign (200x200) cm, complete, in accordance with the Contract Documents at

- the site of work on location agreed to with the Engineer within one week of commencement of work on site. The Employer will obtain a sign permit, if one is required.
2. The sign board consists of a metallic frame of L shape 50 x 50 x 5 mm with diagonal bracing, and the face is made of galvanized metal sheet, thickness of 2 mm. The sign board is fixed on two galvanized pipes of diameter 2 " fixed in the ground with two concrete bases of suitable size.
 3. The entire painting, along with the frame, bracers, and the face, shall be painted with a special galvanized iron primer.
 4. The color of the final face paint and the type and size of the line shall be according to the instructions and approval of the engineer.
 5. The costs of preparing, supplying and installing the sign board and removing it upon completion of the project are included in the bid prices.
 6. The face shall be white and lettering shall be black.
 7. The sign shall become the property of the Contractor on completion of the Works.
 8. The sign shall include the following information:
 - Contract number and title of project.
 - Name and Logo of Employer.
 - Name and Logo of the Designer.
 - Name and Logo of Contractor and Sub-contractors.
 - Contract starting and completion dates and Contract Duration.
 - Any other information required by the concerned authorities.

Add New Sub-Clause: -

SUB-CLAUSE 4.29 BREAKDOWN OF PRICES

The Contractor shall provide a detailed breakdown of his prices, including unit price analyses where such breakdown is required for any purpose under the contract. Such breakdown shall be binding to the Contractor, but not necessarily to the Engineer or the Employer who may resort to it at his discretion.

Add New Sub-Clause: -

SUB CLAUSE 4.30 DETAILS TO BE CONFIDENTIAL

If confidentially required, Add sub-clause:

The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer.

Add New Sub-Clause: -

SUB CLAUSE 4.31 CONTROL OF WORK MANAGEMENT:

If not otherwise specified in the Employer's Requirements

1. The Contractor shall cooperate with the Engineer in arranging the time and dates of site meetings and in preparing the Minutes of Meetings. The MoM shall be sent to the Engineer within (3) days after such site meeting.
2. Daily, the Contractor shall run a special construction diary or register for Works executed, weather conditions. The Engineer will provide a model of a daily work register in English, which shall be discussed and used for the duration of the works. One copy of the Daily Works Register shall be availed to the Engineer after approval of the Engineer or Engineer's Representative.
3. The Contractor shall cooperate with the Engineer in taking photographs for the presentation of reports on the progress of the work.
4. The Contractor shall keep a special record, registering the climatic conditions of maximum and minimum temperatures, humidity, and average rainfall in millimetres, including the number of rainfall hours, for each day.
5. In case of repair works, he shall tabulate the requirements thereof and inform the Engineer of his completion of each item, one by one.

6. In case of the Engineer or the Engineer's Representative's rejection of any material or work, the Contractor shall, before starting to rectify such condition, submit his proposals to the Engineer for such rectification to avoid the repetition of the error.
7. The Contractor shall carry out the Works in a way that ensures minimum interruption and no damage to the existing services, such as dam, equipment, water, sewer, electricity, telephone, and the like. If damage should occur, the owner of the damaged structure shall be contacted immediately, jointly by the Contractor and the Engineer, and repairs shall be made by the Contractor and at his own expense under the direction and to the satisfaction of the Employer.
8. Work involving interruption with existing services or work of any kind shall only be carried out on the Contractors responsibility with the permission of and during such times and in such manner as are agreed in writing by the Engineer and the responsible authorities. Such necessary interruptions in water supply (e.g., new interconnections) must be notified in writing (14) fourteen days prior to the intended time to the Engineer to inform the Authority and the Employer and seek approval.
9. The Contractor should make full coordination with the Ministry of Water and Irrigation, Water Authority of Jordan (WAJ) or any other related Municipality/ Authority before the start of carrying out the works cross the highways or any other Utilities. The Contractor should pay on his own expenses all the costs of these works.

4.2.5 CLAUSE 5 DESIGN

SUB-CLAUSE 5.1 GENERAL DESIGN OBLIGATIONS

Delete the first paragraph of this sub-clause and replace it with the following:

The Contractor shall carry out and be responsible for the design of the Work, which shall meet the Employer Requirements and the performance criteria. The design shall be according to the Tender requirements.

The design shall be prepared by an eligible, qualified, experienced, and registered engineering office or consulting firm with a valid classification after obtaining the approval of the Employer and the Engineer. The Contractor shall submit to the Engineer for consent the name and particulars of each proposed designer.

Consent to the design by the Engineer and acceptance of Contractor's offer during the tendering stage does not relieve the Contractor of any of his duties/responsibilities.

The Contractor and his designer shall bear all the design responsibilities and shall provide all studies, field survey, engineering and technical analysis, and all necessary works with soil testing, providing all detailed design with the detailed drawing, workshop drawings, calculation documents, material specifications, etc. The Accepted Contract Amount shall include all necessary costs (such as design, soil investigation, equipment/material, construction/installation, workmanship), and operation and maintenance work to complete the Work meeting those requirements and criteria.

SUB-CLAUSE 5.2 CONTRACTOR'S DOCUMENTS

Add to the end of this sub-clause:

In case the Contractor's Documents for a certain aspect of the works have been submitted/re-submitted more than twice and consent was not given by the Engineer since they failed to comply with the Contract, then the Contractor is responsible for bearing the Engineer's costs for the additional design reviews required.

The list of the Contractor's Documents and their estimated submission deadlines shall be clearly indicated as milestones in the work programme agreed with the

Engineer. In case a substantial number of documents are submitted at the same time or within a short period of time that is inconsistent with the work programme or is such that in the opinion of the Engineer they constitute the equivalent of a major submission that cannot be reviewed within 21 days, then the Engineer shall give a notice to the contractor that the review will be completed within 45 days.”

SUB-CLAUSE 5.5 TRAINING

In addition to what is mentioned in this Sub- Clause, the following shall be added:

The Contractor and at his own expenses shall provide all necessary software, equipment, materials, and skilled resources, and expertise to provide technical training to the Employer’s Personnel in the operation and maintenance of the Works to the extent specified in the Employer’s Requirements.

If the Contract specifies training which is to be carried out before taking-over, the Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking over of the Works and Sections] until this training has been completed.

SUB-CLAUSE 5.6 AS BUILT DOCUMENTS

In the last paragraph, after “The Contractor shall supply to the Engineerwith Employer’s Requirements.” replace the text with:

The Contractor shall supply to the Engineer the specified numbers and types of copies of the relevant as-built drawings in accordance with the Employer’s Requirements.

4.2.6 CLAUSE 6 STAFF AND LABOUR

SUB-CLAUSE 6.1 ENGAGEMENT OF STAFF AND LABOUR

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

The Contractor shall observe the laws and regulations related to the engagement of foreign labour, and to comply with the local laws in effect concerning their residency and work permits.

The Contractor shall establish human resource policies in accordance with the governing Law. The Contractor shall document and communicate to all workers their working conditions and terms of employment, including their entitlement to wages, hours of work, overtime arrangements and overtime compensation, and any benefits (such as leave for illness, maternity/paternity or holiday).

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.

SUB-CLAUSE 6.4 LABOUR LAWS

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration, and emigration, and shall allow them all their legal rights.

The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.

SUB-CLAUSE 6.5 WORKING HOURS

Add the following paragraphs to this Sub-Clause:

The working days during the week shall be (Saturday, Sunday, Monday, Tuesday, Wednesday, and Thursday) for a period of eight hours per day. Saturday shall not be excluded from weekly working days.

In the event that the Contractor intends to perform any Works beyond the normal working hours, or on Fridays, official holidays, or during hours other than those indicated above, the Contractor shall inform the Engineer in writing of its

intention to do so at least two (2) working days in advance of carrying out such Works, unless this work is unavoidable, or necessary for the protection of life or property of for the safety of the Works, in which case the Contractor shall immediately advise the Engineer

The Contractor shall reimburse the Employer for supervision, security and inspection services provided by the Employer and or, his consultants when the Contractor chooses to work beyond the normal working hours under this Sub-clause 6.5. The Contractor shall subject to Sub-clause 2.5 [Employer's Claims] pay to the Employer all costs arising from these additional services.

The Contractor shall bear any additional expenses which may be incurred due to carrying out night work, Friday work, Public Holidays, working during non-working hours, and must comply at his own expense with requirements of the Jordanian Labour Laws.

The Contractor shall indemnify, hold harmless and defend the Employer from and against any and all claims that may be brought or asserted against the Employer and against all and any penalties, fines and such like that may be levied by reason of any night work, Friday Work or work during Public Holidays.

The Employer, the Engineer or the Engineer's Representative or any other authority approved by the Engineer have the Right to give the Contractor instructions to perform any part of work at night according to the work's requirements, the Contractor shall abide by such instructions without any allowances.

SUB-CLAUSE 6.7 HEALTH AND SAFETY:

Add the following paragraph to the end of this Sub-Clause:

The Contractor shall comply with all plans, newsletter and circulars issued by the Ministry of Labour (MoL) related to COVID restrictions for construction workers and its updates. The Contractor shall be responsible, at his own expense, to obtain these plans, newsletter and circulars and include it as part of the documents.

SUB-CLAUSE 6.9 CONTRACTOR'S PERSONNEL

Replace the second sentence of the first paragraph with:

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works or for the purpose of Operation and Maintenance Service, including the Contractor's Representative if applicable, who:

Add the following after item (d) in this Sub-Clause:

(e) based on reasonable evidence, has engaged in a Prohibited Practice during the execution of the works.

Delete the last paragraph in this Sub-Clause and replace it with the following:

If needed, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person subject to the approval of the Employer and/or Engineer within one week of such removal. A replacement of a person during the Operation and Maintenance Period shall be made according to requirements provided in the Employer's Requirements.

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

The Contractor shall provide the following personnel as a minimum to superintend execution of the Work provided that these personnel shall be fully dedicated to work at the Site throughout the execution of the Project and shall have the qualifications and experience listed below in the field of supervision or execution or both in similar projects:

1. Project Manager /Contractor's Representative (Full time / No.1): B.Sc. in civil engineering, with at least 15 years' experience in managing and direct similar projects, with at least two similar projects either in supervision or executing. The Penalty shall be 3000JD/month/each.
2. Site Water Treatment Engineer (Full time / No.1): B.Sc. in in civil, mechanical, chemical engineering, with at least 10 years' experience in managing and direct similar projects, with at least two similar projects either in supervision or executing. The Penalty shall be 2000JD/month/each.
3. Electrical Engineer (Full time / No.1): B.Sc. in Electrical engineering, with at least 10 years' experience in similar projects, with at least (1) similar project. The Penalty shall be 1500JD/month/each.

4. Mechanical Engineer (Full time / No.1): B.Sc. in Mechanical engineering, with at least 10 years' experience in similar projects, with at least (1) similar project. The Penalty shall be 1500JD/month/each.
5. Planning Engineer (Full time / No.1): B.Sc. in Civil engineering, with at least 5 years' experience in similar projects, with at least (1) similar project. The Penalty shall be 1500JD/month/each.
6. Plant Manager (Full time / No.1): B.Sc. in in civil, mechanical, chemical engineering, with at least 10 years' experience in managing the operation of similar projects, with at least two similar projects in managing the operation and maintenance of water treatment plants. This key staff will start performing the work during the Operation and Maintenance Period. The Penalty shall be 2500JD/month/each.

In addition, the Contractor shall provide the key personal and staff during the Operation and Maintenance Period as stated in the Employer's Requirements.

If the Contractor fails to provide any one of his proposed staff or in case of absence without providing a substitute - at the construction stage- of any member of his personnel with reference to the submitted staff in the tendering stage, an amount equivalent to the penalty amount as provided above shall be deducted on each Interim Payment Certificate.

The Contractor shall provide the minimum required personnel as described below, in addition to his main personnel, pursuant to the MPWH Mandatory Operating By-Law and his amendments no. (131), for the year 2016, and the price of these personnel shall be included in the Tender Price:

1. Fresh graduate Engineers (3 Nos).
2. Labours (10 Nos).
4. Technicians (4 Nos).

The Contractor shall pay the monthly allowance to the employees to not less than the minimum as per the Jordan Engineers Association.

In case of non-appointment or non- employment, as mentioned above, the three times minimum amount of the monthly allowance shall be deducted.

In case of discount, the discount shall be applied on the total tender amount not on the basic salary.

The Contractor shall provide the Social Security Statement for his staff.

SUB-CLAUSE 6.10 RECORDS OF CONTRACTOR'S PERSONNEL AND EQUIPMENT

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

During the Design-Build and Operation and Maintenance Service Periods any changes to the Personnel and Equipment shall be notified to the Engineer at the end of each month.

4.2.7 CLAUSE 7 PLANT, MATERIALS AND WORKMANSHIP

SUB-CLAUSE 7.1 MANNER OF EXECUTION

Add the following to the end of the sub-clause:

- d. If a full description or specification of a work item, material, product, or workmanship has not been provided, then, it is understood that this item or work shall be suitable for the purposes of the Contract or what can be logically understood from its contents for good execution practices, including the scripts of items and the general and standard specifications in practice.
- e. If a standard specification such as EN, BS, AASHTO, ASTM, AWWA or DIN is specified for an item, the Contractor shall submit the certificate of origin, manufacturers' brochures, certified specifications certifying that the items provided are in conformity with such standards to the satisfaction of the Engineer.
- f. If a single source should be specified for an item or product, the Contractor shall be bound to such item subject to the Engineer's approval and shall not change that single source without the written approval of the Engineer accompanied by the approval of the Employer. Similar, the materials offered in the tender are binding in regard to the manufacturer's authorization form, statement in the letter of submission, and schedule of particulars for material and must not be changed before awarding of a contract or any time during the execution of the contract. Further, this rule is valid for wholesale suppliers if they have the local representation of a manufacturer or have a valid manufacturer's authorization, supported by a supplier's declaration.
- g. The Contractor shall mark with clear signs wherever hidden utilities are in place and prepare clear survey drawings for them to permit its relocation during testing, maintenance, repair, or its operation.

SUB-CLAUSE 7.2 SAMPLES

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

The Contractor shall submit, at least, three samples from different sources, indicating the quality of materials of each source, specifications of the materials, and devices intended to be used in accordance to the Engineer's request, in

order to examine them and obtain the approval of the Engineer. The Employer or/and the Engineer has the right to reject any sample, and in this case the Contractor shall provide new samples for examination and approval.

SUB-CLAUSE 7.4 TESTING

In the second paragraph of this Sub-Clause replace the wording “The Contractor shall provide ...” with “The Contractor shall provide at his own cost”

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

“For clarification of this Sub-Clause, the Contractor shall bear the costs of the tests stated in the Contract (including the Employer’s requirements and Specifications) during construction, completion and Operations and Maintenance Period.”

SUB-CLAUSE 7.6 REMEDIAL WORK

Replace item (c) with the following:

(c) execute any work which is urgently required for the safety of the Works or for Operation and Maintenance Service, whether because of an accident, unforeseeable event or otherwise.

SUB-CLAUSE 7.8 ROYALTIES

In the second line, add “including fees for dumping waste tips, debris, and hazardous waste,” after the word “payments.”

Add New Sub-Clause: -

SUB-CLAUSE 7.9 ALTERNATIVE MATERIALS

If, and when the Contractor proposes an alternative material which he considers suitable for the required use, then he shall notify the Engineer in writing of its Specifications, before its import, for approval.

Add New Sub-Clause: -

SUB-CLAUSE 7.10 EXAMINATION OF WORKS BEFORE COVERING UP

Pouring of reinforced concrete is only permitted after examining the reinforcement and the formwork by the Engineer and approval therefrom for the defined parts of the Works.

The backfilling of pits and trenches is only permitted after successful testing and visual inspection of buildings, pipes, sewers, and drains by the Engineer and approval therefrom for the defined parts of the Works.

Add New Sub-Clause: -

SUB-CLAUSE 7.11 CUSTOMS CLEARANCE

The Contractor shall make all necessary arrangements for the import of materials, supplies, and equipment required for the Works as well as for the import and re-export of all equipment and temporary works required for the execution of the works and shall bear all expenses in connection with the documentation, loading charges, port dues and shipping costs thereof.

Add New Sub-Clause: -

SUB-CLAUSE 7.12 PROGRAMME FOR IMPORTING EQUIPMENT, MATERIALS

The Contractor shall procure all materials needed for the project and prepare his program to include the importing materials and equipment incorporated in the overall Works, which are required for the execution of the Works and its delivery to the Site, shall take into consideration the official holidays to avoid any delay.

Add New Sub-Clause: -

SUB-CLAUSE 7.13 CUSTOMS AND IMPORT DUTIES AND MASTER LIST

Within two (2) weeks after executing the form of agreement, the Contract Signature, the Contractor shall submit to the Engineer a list of the order of all goods required by the Contractor to be imported for the execution and remedying defects of the Works, in addition to all materials and equipment locally procured.

This list shall consist of three parts:

- a. Materials plant and spare to be incorporated in the Works, or delivered as stock to the Employer's stores

- b. Materials, plant, spares, and consumables, including office and engineering supplies, to be consumed during the construction of the Works, internationally and nationally procured, country of origin, manufacturer, supplier (if applicable), number of items, unit rate exclusive sales tax.
- c. Contractor's equipment, materials, tools, and instruments, including office and engineering equipment.

Add New Sub-Clause: -

SUB-CLAUSE 7.14 INCOME TAX ON LOCALLY RECRUITED STAFF

The Contractor's locally recruited staff, personnel and labour will be liable to pay personal income taxes in the Hashemite Kingdom of Jordan on salaries and wages that are taxable under the laws and regulations in force, and such taxes shall be included in the Contract price. The Contractor shall comply with all legal obligations that may be imposed on him by such laws and regulations.

4.2.8 CLAUSE 8 COMMENCEMENT, DELAYS AND SUSPENSION

SUB-CLAUSE 8.1 COMMENCEMENT OF WORKS

Add at the end of this Sub-Clause:

For the purpose of this Sub-Clause, the Works shall not be deemed to have commenced unless the following conditions have been satisfied:

- a. Approved competent and authorized agent or representative of the Contractor is resident in the Hashemite Kingdom of Jordan.
- b. Contractor has an established project office in the Hashemite Kingdom of Jordan with a postal address, email address, and fax number for the receipt of correspondence

SUB-CLAUSE 8.2 TIME FOR COMPLETION

Delete this Sub-Clause and replace it with the following:

The Contractor shall complete the whole of the Design-Build of the Works, and each Section (if any), and Operation and Maintenance Service within the periods allocated for them in Sub-Clause 1.1.3.3 [Time for Completion] in the Appendix to Tender, including:

- (a) completing all the Design-Build Works, which is requested in the Employer's Requirements,
- (b) achieving the passing of the Tests on Completion,
- (c) completing the Operation and Maintenance Services, as well as training of the personnel assigned by the Employer as requested by the Employer's Requirements,
- (d) successful transfer of the operation and maintenance of the Works from the Contractor to the Employer's Operating Company,
- (e) submission to the Engineer of Contractor's Documents as required under Sub-Clause 5.2 [Contractor's Documents].

SUB-CLAUSE 8.3 PROGRAMME

Delete the first sentence of this sub-clause starting with “The Contractor shall submit a detailed programme to the Engineer” to “or with the Contractor’s obligations,” and replace it with:

The Contractor shall submit a detailed draft work programme in Primavera Software within fourteen (14) days after receiving the notice under Sub-Clause 8.1 of [Commencement of Works], including procurement period of materials, for review and comments. The final detailed work programme shall be submitted by the Contractor to the Engineer not more than fourteen (14) days after receiving comments from the Engineer.”

Add the following to the end of item (a):

.. as well as Operation and Maintenance Service.

Add the following to the end of sub-item (i):

.. and provision of Operation and Maintenance Service.

Insert item (e) after item (d):

- (e) In the preparation of the working programme, the Contractor shall consider adverse weather conditions which may severely restrict progress in the winter months. Programmes incorporating restricted working, or a temporary suspension of works will be accepted by the Engineer, but such acceptance shall not relieve the Contractor from his obligations under the Contract to complete the Works in accordance with the agreed Programme.

SUB-CLAUSE 8.4 EXTENSION OF TIME FOR COMPLETION

Add the following paragraph to this Sub-Clause:

- (f) In the case that an extraordinary event or circumstances, this may include, but is not limited to, epidemic, pandemic, and governmental actions, ... etc, occurs in the country or worldwide, that may result in the suspension of projects in the Country, and suffers delay and /or incurs Cost by the reason of such event, by the order of the Government through the issuance of a new law or decree or activation of existing law for a certain period of time, the Contractor shall be entitled to an extension of Time for Completion only without any additional cost.

SUB-CLAUSE 8.5 DELAY CAUSED BY THE AUTHORITIES

Add the following to the end of this Sub-clause:

The Contractor is responsible to get any governmental approvals, permissions and comply with their requirements. The Contractor shall bear full responsibility for following up and getting these approvals and permissions.

SUB-CLAUSE 8.7 DELAY DAMAGES

Add the following to the end of this Sub-clause:

In addition to the delay damages, the Contractor shall bear all Engineer's staff and Employer's representative costs and expenses including wages, offices, cars, transportation, ... etc. resulting from the overtime or any extension of the period of this Contract and the Employer will not be responsible or liable for such cost.

Add New Sub-Clause: -

SUB-CLAUSE 8.13 CASH FLOW ESTIMATE

The Contractor shall, within 21 days after signing the Contract Agreement, provide to the Engineer for his information a detailed cash flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract, and the Contractor shall subsequently supply revised cash flow estimates at monthly intervals if required to do so by the Engineer.

4.2.9 CLAUSE 9 TESTS ON COMPLETION

SUB-CLAUSE 9.1 CONTRACTOR'S OBLIGATIONS

Delete the first paragraph of this Sub-Clause and replace it with the following:

Tests on Completion described in this Clause shall be carried out upon completion of Works by the Contractor at the end of the Design-Build Stage. The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with Sub-Clause 5.6 [As-Built Documents] and Sub-Clause 5.7 [Operation and Maintenance Manuals] and shall be liable for all costs associated with such tests. If not otherwise instructed by the Employer or Engineer, the tests on completion of Works shall be performed in the presence of the Engineer

Replace the first sentence of the fifth paragraph by the following:

Trial operation shall not constitute a commencement of Operation and Maintenance Services

SUB-CLAUSE 9.4 FAILURE TO PASS TESTS ON COMPLETION

Replace item (b) with the following:

(b) issue a Notice to Correct under Sub-Clause 15.1 [Notice to Correct];

Delete Item (c) and the last paragraph of this Sub-Clause.

Add New Sub-Clause: -

SUB-CLAUSE 9.5 COMPLETION OF DESIGN-BUILD OF WORKS

The Design-Build stage shall not be considered as complete until all the followings are achieved:

- (a) the Works have been fully designed and executed in accordance with the Employer's Requirements and other relevant provisions of the Contract;
- (b) the Works have passed the Test on Completion of Design-Build stage in accordance with this Clause;
- (c) Contractor's Documents in accordance with Sub-Clause 5.6 [As-Built Documents] and Sub-Clause 5.7 [Operation and Maintenance Manuals] have been submitted and approved by the Engineer; and

- (d) The Taking Over Certificate has been issued stating the dates upon which the Design-Build of Works have been completed and Operation and Maintenance Service shall commence.

Add New Sub-Clause: -

SUB-CLAUSE 9.6 FAILURE TO COMPLETE THE DESIGN-BUILD OF WORKS

If the Contractor fail to complete the Design-Build of Works within the Time for Completion specified for Design-Build period in 1.1.3.3 [Time for Completion] of the Appendix to Tender and within the extended period approved by the Employer according to GCC Sub-Clause 8.4 [Extension of Time for Completion], if any, the Employer may, at his sole option, either:

- (a) permit the Contractor to continue the Design-Build for a named period with the right to re-apply this Sub-Clause if the Contractor fails to complete the Design-Build within the extended period; or
- (b) terminate the Contract in accordance with Sub-Clause 15.2 [Termination for Contractor's Default].

In either case, the Employer will be entitled to recover from the Contractor any direct loss incurred, including any loss resulting from the delayed operation of the Works, subject to limitations contained in the Sub-Clause 8.7 [Delay Damages] and Sub-Clause 17.6 [Limitation of Liability].

4.2.10 CLAUSE 10 EMPLOYER'S TAKING OVER

SUB-CLAUSE 10.1 TAKING OVER OF THE WORKS AND SECTIONS

Delete the 3rd paragraph starting with "The Engineer shall..." inclusive (a) and (b) of this sub-clause and replace with the following:

- (a) When the whole of the Works and any part of it are completed on the dates given in the Appendix to Tender and can be used for its intended purpose and determined it passed the required Tests on Completion as per the Contract, the Contractor may give the Engineer a notice to that effect (and send a copy of this notice to the Employer) accompanied by an undertaking in writing to complete any remedies or any outstanding Works as soon as possible during the Defects Notification (Liability) Period. This said notice and the attached undertaking in writing shall be deemed to be a request by the Contractor to the Engineer to issue the Taking over Certificate.
- (b) The Engineer shall, within Twenty-One (21) days after receiving the Contractor's notice inspect the Works, submit a report (Engineer's Certificate) about his findings to the Employer within this period (and send a copy to the Contractor). The Engineer may certify that the Works have been completed and can be taken over or give written instructions to the Contractor specifying the Works required to be completed by the Contractor before Taking-Over of the Works, and to specify to the Contractor the time required to complete the remaining Works and remedy defects in an acceptable manner to the Engineer. If the Contractor deems that the Engineer's report (Engineer's Certificate) is not accurate, he may notify this to the Employer, in such a case the Employer shall, within Twenty One (21) days from the date of the Contractor's notice, investigate the situation, in the way he chooses, to ascertain the findings mentioned in the Engineer's report or decide to form the Taking-Over Committee.
- (c) The Employer shall, within ten (10) days after receipt of the Engineer's Certificate (in which he states that Works have been completed and are in a state ready to be Taken-Over), form a Taking Over Committee – provided that its members shall not exceed seven (7) members (the Engineer shall be one of its members), the Contractor shall be notified of the time and date for carrying out the inspections of the Works. In the meantime, the Engineer and the Contractor shall prepare all necessary statement lists, data, schedules, and drawings needed to facilitate the work of the Taking-Over Committee.
- (d) The Taking-Over Committee shall, within ten (10) days after the date of its information, conduct, in the presence of the Contractor or his authorized

representative, an inspection of the Works. Then the Taking-Over Committee shall prepare minutes for Taking-Over of the Works to be signed by the Taking-Over Committee members and the Contractor or his authorized representative. Copies thereof shall be handed over to the Employer, Contractor, and Engineer. In the case that the Taking-Over Committee fails to conduct the inspection of the Works and prepare a report within a period not more than twenty-eight (28) days after the lapse of the above-mentioned period. In such a case, the Taking-Over Date shall be the date stated in the Engineer's report.

- (e) The Engineer shall, within seven (7) days of the date of signing the minutes for Taking-Over the Works, issue a Taking-Over Certificate specifying the completion date of the Works pursuant to the Contract. This date is deemed the date for commencing the Defects Liability Period (Clause 11). The Engineer shall attach to the Taking-Over Certificate a list (snagging list) of the unfinished Works and the remedies required to be completed by the Contractor within a specified period starting from the commencement of the Defects Notification (Liability) Period (Sub-Clause 11.3).
- (f) The Contractor is entitled to comment on or object the Taking-Over Committee report in writing to the Engineer within seven (7) days. In such a case, the Engineer shall study the situation and submit his findings to the Employer.

In addition, the Contractor shall give due regards to the following:

The taking-over committee has the right to request the Contractor to carry out any tests or investigations during the taking-over period to verify that the quality of the executed works is in accordance with the Contract specifications, all at the Contractor's expense.

4.2.11 CLAUSE 11 DEFECTS LIABILITY

SUB-CLAUSE 11.1 COMPLETIONS OF OUTSTANDING WORK AND REMEDYING DEFECTS

Add the following before the first paragraph of this Sub-Clause:

Failure to meet any of the Employer's Requirements shall be considered a 'defect' under these conditions of contract.

Insert item (c) after item (b):

- (c) as soon as practicable, execute all work required to remedy any damage or defect occurring any time during or after the Operation Service Period, whether such defect or damage is notified by the Engineer or observed by the Contractor within the Defect Notification Period.

SUB-CLAUSE 11.2 COST OF REMEDYING DEFECTS

Replace item (c) by the following:

- (c) improper operation or maintenance of the Permanent Works which was attributable to matters for which the Contractor is responsible according to the Employer's Requirements volume and Clause 21 [Operation and Maintenance Service], as well as according to Sub-Clauses 5.5 [Training] and 5.7 [Operation and Maintenance Manuals].

SUB-CLAUSE 11.4 FAILURE TO REMEDY DEFECTS

Add the following after the words "of substantially the whole benefit of the Works" of item (c) of this Sub-Clause:

.. Operation and Maintenance Service could not be commenced or continued, or

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

In the event of (c) above, the Employer shall, notwithstanding the provisions of Sub-Clause 15.4 [Payment after Termination for Contractor's Default]:

- (i) during the Design-Build Period, be entitled to recover from the Contractor all sums paid for such parts of the Works plus financing costs together with the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor; or

if the Employer chooses to complete the Works himself or by engaging others, the Employer shall be entitled to recover the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under the Sub-Clause 15.3 [Valuation at Date of Termination]. If there are no such extra costs, the Employer shall pay any balance to the Contractor; and

- (ii) during the Operation Service Period, not be liable to make any further payments to the Contractor until the costs of operation and maintenance, completion and remedying of any defects and all other costs incurred and to be incurred by the Employer have been established.

SUB-CLAUSE 11.9 PERFORMANCE CERTIFICATE

Add the words at the end of the first sentence of the second paragraph:

... and completed Operation and Maintenance Service as per Employer's Requirements.

4.2.12 CLAUSE 12 TEST AFTER COMPLETION

SUB-CLAUSE 12.1 PROCEDURE FOR TESTS AFTER COMPLETION

Replace the first sentence of the second paragraph with the following:

Unless otherwise agreed by the Parties, Tests after Completion will be carried out as soon as reasonably practicable after the Works have been taken over by the Employer prior to commencement or at the beginning of the Operation Service Period.

SUB-CLAUSE 12.4 FAILURE TO PASS TESTS AFTER COMPLETION

This Sub-Clause shall not apply to this Contract as it replaced by other Sub-Clauses within this Contract.

4.2.13 CLAUSE 13 VARIATIONS AND ADJUSTMENTS

SUB-CLAUSE 13.1 RIGHT TO VARY

Add the following at the end of the first paragraph:

If the Engineer wishes to instruct a variation during the Operation and Maintenance Service Period, he shall give the Contractor written details of his requirements. The Contractor shall respond according to Sub-Clause 13.3 [Variation Procedure] by submitting a written proposal or providing the reasons why the requirements could not be fulfilled.

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

Unless otherwise instructed by the Employer in writing, the variations causing the following revisions on the Contract require approval by the Employer and formal written amendment to the Contract signed by both parties:

- (a) modification of the scope of Works defined in the Employer's Requirements;
- (b) variations leading to increase of the total contract price (inclusive of the provisional sum);
- (c) revision of the contract terms and conditions, including Particular Conditions of Contract, Contract Agreement, Appendix to Tender, other parts of the Contract.

The Employer reserves the right to vary the whole cost of the Works by adding or removing single items or sections before the Contract awarding.

SUB-CLAUSE 13.8 ADJUSTMENTS FOR CHANGES IN COST

Delete this Sub-Clause and replace it with the following:

During the Design -Build Period:

No adjustment shall be made to the price or sums, nor to the Contract Price, in respect of unavailability, scarcity, fluctuation, increase or decrease in the cost of Labour, stuff, Materials, Plant, Goods, Temporary Works, Contractor's Equipment or other matters or input in the Works needed for the proper completion of Works and remedying any defects therein, including but not limited to variations in rates of currency exchange, affecting the cost of execution of the Works from the Base Date. Circulars issued by the Ministry of Public Works and Housing in Jordan affected the cost labour, Goods and/or other inputs to the Works stated herein, shall not apply to this Contract nor shall it give the Contractor any entitlement to a claim for extension of time or additional cost.

During the Operation and Maintenance Period:

The electricity Tariff shall be subject to the price adjustment.

4.2.14 CLAUSE 14 CONTRACT PRICE AND PAYMENT

SUB-CLAUSE 14.2 ADVANCE PAYMENTS

Add the following after the word “Sub-Clause” in the third line:

“and the Contract Agreement has been signed by the Employer and the Contractor”

Add after the first paragraph

“The advanced payment guarantee required under the Contract shall be issued by a Jordanian bank or by a foreign bank through a correspondent bank located in Jordan, and shall be acceptable to the Employer.

The advance payment is 10 % of the Accepted contract amount and shall be in two instalments as follows:

1. 5 % within two weeks after signing the Contract Agreement
2. 5 % after finishing the mobilization and Completion of all the requirement of item of the field office and transportation in the Particular requirement.

Add the following behind the second paragraph

The equipment and plant supplied to the Site shall be in good condition and suitable for use and of such type, size, and capacity which is appropriate for carrying out the work and must be insured in accordance with the Conditions of Contract.

If it is discovered beyond reasonable doubt that the Contractor has used the Advance Payment for purposes other than the Project, then the Employer shall have the right to confiscate the Advance Payment Guarantee notwithstanding any objection on the part of the Contractor.

Delete sub-item (a) and replace with:

- deductions shall commence in the first Payment Certificate

In sub-item (b), replace ‘amortisation rate of one quarter (25%) ...’ with ‘..Amortisation rate of (15%).’

SUB-CLAUSE 14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES

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

Unless otherwise instructed by the Employer, the Contractor shall notify the Employer, within 3 days from the date of submission of the Application for Interim Payment Certificate notify the Employer of the date of submission to the Engineer of Application for Interim Payment Certificate.

SUB-CLAUSE 14.4 SCHEDULE OF PAYMENTS

Replace this Sub-Clause with the following:

Payments under the Contract will be made as described below:

(a) Design Services (Price Schedule No. 1)

The Employer shall pay to the Contractor for the Design Services as follows:

- (i) 50 % of the price of design services – within 56 days upon acceptance by the Engineer and Employer of the design prepared by the Contractor.
- (ii) 50% of the price of design services – within 56 days upon acceptance by the Engineer and Employer of the final design and its approval by authorities according to legislation of Jordan.

(b) Plant intended for Works

Payment for the Plant intended for Design-Build of Works will be made as described in Sub-Clause 14.5 [Plant and Materials Intended for the Works] below.

(c) Work and Services during the Build of Works Period (Price Schedule No. 2)

Payment for the work performed and services provided by the Contractor during the Build of Works Period will be made by the Employer as described in Sub-Clause 14.7 [Payment] below.

(d) Operation and Maintenance Service (Price Schedule No. 3, 4 & 5)

In respect of the Operation Service the following payments shall be made:

- No advance payment applies.
- Each monthly instalment is the sum of:
 - Annual Fixed Fee per month introduced under Price Schedule 3,

- Contractor's Variable Fee (CVF) introduced under Price Schedule 4 multiplied by the monthly volume of production recorded as per the measurement methodology defined in the Employer's Requirements, and
- The amount of the monthly electricity consumption, introduced under Price Schedule 5, paid by the Contractor to the local power supplier.

SUB-CLAUSE 14.5 PLANT AND MATERIALS FOR THE WORKS

Add the following to paragraph (c):

- iii. They are in accordance with the Specifications.
- iv. The Contractor's records of requirements, usage, orders, and receipts are kept in a form approved by the Engineer and made available for inspection by the Engineer.
- V. the Contractor has submitted with his monthly statement documents required by the Engineer for their valuation and providing evidence of the Contractor's ownership and payment therefore, and;
- vi. Ownership of such materials is proven by the Contractor.

Delete the last paragraph of this Sub-Clause and replace it with the following:

The additional amount to be certified shall be the equivalent of fifty percent of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this sub clause and of the contract value of the Plant and Materials.

SUB-CLAUSE 14.7 PAYMENT

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

Before the issue of the certificate for the final instalment of retention money, the Contractor shall deliver at the office of the Engineer his signed declaration to record that all disturbance, damage and injury caused by him during and arising out of the execution of the Works has been properly made good or otherwise compensated for to the satisfaction of the proper authorities and all interested persons. In the event of the Contractor failing within a reasonable time to compensate for or properly make good any accidents or damages as aforesaid and unless in the opinion of the Engineer the Contractor has reasonable grounds for declining to settle, compensate or make good, the Employer may by his

proper officer pay all compensations and make good, satisfy, pay or settle actions, claims, damages, costs, charges, and expenses. The cost of such procedures as well as the amounts paid, shall be deducted from any money that may be or may become due to the Contractor or shall at the option of the Employer be recoverable from the Contractor or his surety.

SUB-CLAUSE 14.8 DELAYED PAYMENTS

Delete the second paragraph from this Sub-Clause and replace it with the following:

The financing charges shall be calculated at a percentage of three (3) percent and shall be adjusted either by increase or decrease according to any modifications enacted on the Civil Procedure Law and shall be paid in the currency defined.

SUB-CLAUSE 14.9 PAYMENT OF RETENTION MONEY

Add the following paragraphs to this sub-clause:

Upon the Employer's consent, and if the Contractor obtains a guarantee in a form as included in the tender documents when the payment of half of the Retention Money is certified by the Engineer to the Contractor, the remaining half can be given to the Contractor if the Contractor obtains a guarantee, in a form and provides by an entity approved by the Employer, in amounts and currencies equal to the payment.

The Contractor shall ensure that the guarantee is valid and enforceable until the contractor has executed and completed the works and remedied any defects, as specified for the Performance Security in sub-clause 4.2 and shall be returned to the contractor accordingly. This release of retention shall be in lieu of the release of the second half of the retention money under the second paragraph of this sub-clause.

SUB-CLAUSE 14.11 APPLICATION FOR FINAL PAYMENT CERTIFICATE

Replace items (a) and (b) of the first paragraph by the following:

(a) Final Statement for Design-Build of Works:

- (i) the value of all work done in respect of Design-Build of Works, and

- (ii) any further sums which the Contractor considers to be due to him under the Contract in respect of Design-Build of Works.

(b) Final Statement for Operation and Maintenance Service:

- (i) the value of all work done in respect of the Operation and Maintenance Service; and
- (ii) any further sums which the Contractor considers to be due to him under the Contract in respect of Operation and Maintenance Service.

SUB-CLAUSE 14.12 DISCHARGE

Replace this Sub-Clause with the following:

When submitting Statement at Completion together with supporting documents the Contractor shall submit a Discharge Statement in a form agreed with the Employer, confirming that the Statement at Completion represents settlement of money due to the Contractor for performing Works and provision of Operation and Maintenance Service under the Contract in exception with the sums to be paid upon completion of the Defect Notification Period and issuing Performance Certificate by the Engineer. This Discharge Statement may state that it becomes effective when the Performance Security amount has been reduced in accordance with Clause 4.2 [Performance Security].

SUB-CLAUSE 14.13 ISSUE OF FINAL PAYMENT CERTIFICATE

Add the following to the end of item (a):

...including for Design Build of Works and for Operation and Maintenance Service;

4.2.15 CLAUSE 15 TERMINATION BY EMPLOYER

SUB-CLAUSE 15.2 TERMINATION BY EMPLOYER

Add the following to sub-item (i) of item (c):

... to proceed with Operation and Maintenance Service according to Sub-Clause 10.2 A [Commencement of Operation and Maintenance Service], or

Add the following to item (d):

... or sub-contract the Operation and Maintenance Service or any parts of Works in breach of Sub-Clause 4.4 [Subcontractors].

Add the following as items (g) and (h):

(g) either gives Notice to the Employer under Sub-Clause 4.25 [Changes in the Contractor's Financial Situation] from which the Employer reasonably concludes that the Contractor will be unable to complete or fulfil his obligations under the Contract, or, if the Contractor fails to give such a Notice, but the Employer in any event reasonably concludes that the Contractor will be unable to complete or fulfil his obligations under the Contract due to the Contractor's financial situation;

(h) if for the period of more than 84 days the Permanent Works designed and built by the Contractor fail to achieve the required production output or if more than 10 daily water samples per quarter do not meet established effluent standards as per the Sub-Clause 10.A.5 [Failure to Reach Production Output].

Add New Sub-Clause: -

SUB-CLAUSE 15.6 TERMINATION IN CASE OF PROHIBITED PRACTICES

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in Prohibited Practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer].

4.2.16 CLAUSE 16 SUSPENSION AND TERMINATION BY CONTRACTOR

SUB-CLAUSE 16.1 CONTRACTOR'S ENTITLEMENT TO SUSPEND WORK

Delete the first three paragraphs of this Clause and replace it by the following:

If the Engineer fails to certify any payment certificate in accordance with the provisions of Clause 14.6 "Issue of Interim Payment Certificate", or the Employer fails to comply with the dates for the Contractor's due payments in accordance with the provisions of Clause 14.7 "Payment", the Contractor may, after giving not less than twenty-one (21) days' notice to the Employer, suspend work (or reduce the rate of works) unless the Contractor has received the Payment Certificate or the due payment as the case may be and as described in the said notice. The Contractor's action shall not prejudice his entitlement to financing charges under Clause 14.8 "Delayed Payment" and his entitlement to terminate the Contract under Clause 16.2 "Termination by Contractor".

If the Contractor subsequently receives such Payment Certificate or the due payment before giving a notice to termination, the Contractor shall resume normal working as soon as reasonably practicable. The Contractor shall, within three (3) days from the date of submission of the Application for Interim Payment, notify the Employer of the date of submission of the application to the Engineer.

SUB-CLAUSE 16.2 TERMINATIONS BY THE CONTRACTOR

Delete paragraph 16.2 (a) of the Contract termination conditions and amend the numbering of the remaining paragraphs accordingly.

Replace sub-paragraph (d), now renumbered (c), with the following:

The Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the ability of the Contractor to perform the Contract.

4.2.17 CLAUSE 17 RISKS AND RESPONSIBILITY

SUB-CLAUSE 17.2 CONTRACTOR'S CARE OF THE WORKS

Add the following to the end of the first paragraph of this Sub-Clause:

The Contractor shall also be responsible for the care of the Permanent Works during the Operation Service Period in accordance with requirements of Operating Licence pursuant to Sub-Clause 1.15 [Operating License].

Add the following to the end of the second paragraph of this Sub-Clause:

The Contractor shall also take full responsibility for any outstanding work which he shall have undertaken to complete during the Operation and Maintenance Service Period until all such outstanding work is completed.

If the Contract is terminated in accordance with these Conditions, the Contractor shall cease to be responsible for the care of the Works from the date of expiry of the Notice of termination.

SUB-CLAUSE 17.3 EMPLOYER'S RISKS

Add item (j) to this Sub-Clause:

(j) epidemics and pandemics, including coronavirus disease (COVID-19), and respective quarantine restrictions imposed by the Government of the Employer's Country which led to shortage of labour, limited or suspended supply of plant and materials and/or suspended performance of works in whole or in part.

Add new Sub-Clause:

SUB-CLAUSE 17.8 USE OF EXPLOSIVE MATERIALS

No explosives are allowed on the site.

Add new Sub-Clause:

SUB-CLAUSE 17.9 BRIBERY

Bribery, in whatsoever form, whether made by the Contractor or any of his Sub-Contractors or by any of their employees to any member of the Employer's staff or the Engineer or his staff, shall constitute sufficient cause to terminate this Contract and any other Contracts between the Contractor and the Employer, this

in addition to any legal liabilities resulting from such termination. For the purpose of this Clause, any commission paid, or gift given to the Employer or the Engineer or any of their staff in intent to obtain any modification or change to the Works, or to the level of workmanship, or to obtain any personal benefit, shall be deemed as Bribery.

The Employer shall be entitled to collect any compensation that falls due to him in respect of any loss resulting from termination of the Contract for this reason and he can deduct such amounts from any moneys due to the Contractor or from his Guarantees.

Add new Sub-Clause:

SUB-CLAUSE 17.10 OTHER PAYMENTS

- a. With regard to others payments paid or agreed to be paid to others, the Contractor shall give a detailed description for these other payments and of the bases thereof, whether paid or to be paid directly or indirectly by him or on his behalf or by his sub-contractors or their agents or their representatives in connection with the invitation to submit bids for the execution of this Contract or the bidding/auctioning process itself or the award to the Contractor or the negotiations to sign the Contract or for its actual execution.

The Contractor also undertakes to promptly present a declaration in writing to the Employer of the existence of any other payments including, for example, a detailed description of the reasons thereof, on the date of paying or forced to pay, whichever occurs first.

- b. In case of any violation or breach of the provisions of above paragraph of this sub-clause, the Employer at his own option and discretion has the right to take all or any of the following actions:
 - I. Terminate the Contract according to Clause 15.2 of this Contract
 - II. Deduct, from the moneys due to the Contractor under this Contract, and amount equal to two times the amount of the other payments
 - III. Demand that the Contractor pays promptly to the Employer an amount equal to two times the amount of the other payments and the Contractor declares in accordance to this Clause that he irrevocably agrees to promptly respond to such claim.

- IV. The two contract parties declare that the total amount to which the Employer is entitled to receive under this paragraph shall not exceed two times the amount sum of all other payments.
- c. The Contractor agrees that provisions substantially similar (but in no event less restrictive) to above paragraphs shall be incorporated in all agreements with sub-contractors, suppliers or consultants relating to this Contract, in a condition that these provisions shall clearly indicate the Employer's right to directly enforce these provisions against any of those sub-contractors, suppliers or consultants. The Contractor further agrees to promptly supply the Employer with true and complete copies of such agreements together with evidence of inclusion of such provision in such agreements, directly upon signing such agreements.
- d. No one is entitled to allege that the text of the hereinabove mentioned sub-clause make lawful or permissible any of the other payments that are otherwise prohibited under the applicable laws and regulations, and that the rights of the Employer stated under the hereinabove sub-clause are in addition to any other rights the Employer or any other party may have under the applicable laws and regulations in the Hashemite Kingdom of Jordan.
- e. The text of the paragraphs of the abovementioned sub-clause shall survive the termination of this contract.

Add new Sub-Clause:

SUB-CLAUSE 17.11 PROHIBITED PAYMENTS

- a. The Contractor fully declares and undertakes to the Employer that he shall not pay or promise to pay any prohibited payments directly or indirectly regardless whether paid by the Contractor or on his behalf or by his sub-contractors or on their behalf or any of their staff, agents or representatives to the Employer or any Government Official regardless whether he is acting in an official capacity or not in connection with the Invitation to submit the Bids for the execution of this Contract or the bidding/auctioning process itself or the award to the Contractor or the negotiations to sign the Contract or for its actual execution.

The Contractor also undertakes not to give or promise to give such prohibited payments directly or indirectly whether made by the Contractor

- or his Sub-Contractors or their staff, agents or representatives to any Government Official in connection with the amendment, renewal, extension or execution of this Contract.
- b. In case of any violation or breach of the provisions of above paragraph of this sub-clause, the Employer at his own option and discretion has the right to take all or any of the following actions:
- I. Terminate the Contract according to Clause 15.2 of this Contract
 - II. Deduct, from the moneys due to the Contractor under this Contract, and amount equal to two times the amount of the prohibited payments
 - III. Demand that the Contractor pays promptly to the Employer an amount equal to two times the amount of the prohibited payments and the Contractor declares in accordance to this Clause that he irrevocably agrees to promptly respond to such claim.
 - IV. The two contract parties declare that the total amount to which the Employer is entitled to receive under this paragraph shall not exceed two times the amount sum of all prohibited payments.

- c. The Contractor agrees that provisions substantially similar (but in no event less restrictive) to above paragraphs shall be incorporated in all agreements with sub-contractors, suppliers or consultants relating to this Contract, in a condition that these provisions shall clearly indicate the Employer's right to directly enforce these provisions against any of those sub-contractors, suppliers or consultants. The Contractor further agrees to promptly supply the Employer with true and complete copies of such agreements together with evidence of inclusion of such provision in such agreements, directly upon signing such agreements.
- d. No one is entitled to allege that the text of the hereinabove mentioned sub-clause make lawful or permissible any of the other payments that are otherwise prohibited under the applicable laws and regulations, and that the rights of the Employer stated under the hereinabove sub-clause are in addition to any other rights the Employer or any other party may have under the applicable laws and regulations in the Hashemite Kingdom of Jordan.
- e. The text of the paragraphs of the abovementioned sub-clause shall survive the termination of this contract.

4.2.18 CLAUSE 18 INSURANCE

SUB-CLAUSE 18.1 GENERAL REQUIREMENTS FOR INSURANCES

Add the following at the end of this Sub-Clause

The Contractor shall be the insuring party, and the insurance policy shall include a provision for third party, against liabilities for death and injury of any person, including the Employer's and the Engineer's employees and supervision team, as well as loss or damage to any property (other than the works) arising out of the performance of the Contract, including cross liabilities for each of the Employer and the Contractor which is considered as two separate entities in the insurance policies.

The amount of third-party insurance as indicated in the appendix to tender and according to the standard insurance and compensation list of the insurance company per person/per accident, and third party for properties shall be 100% of the time value unlimited.

The amount of third party insurance shall be per occurrence (per accident) with the number of occurrences (accidents) unlimited.

The insurance policy shall include a cross liability clause in that the insurance shall be valid for the Contractor as well as Employer as separate insured.

The goods and civil works are to be insured adequately and to the customary extend against all risks up to the orderly completion and acceptance of the project, so that in the event of damage, replacement or rehabilitation is possible.

As regards civil works, plant and machinery, the customary insurance's cover risks resulting from the operation of the construction site and the assembly of the structure. Here, the main insurances are the Contractors All Risk Insurance as well as the insurances against damage to persons. The above regulation applies to for foreign exchange payments by the insurer. If payments are made in local currency, they are to be transferred to a special account of the purchaser.

SUB-CLAUSE 18.2 INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT

Add after the first paragraph:

The Contractor shall without limiting his or the Employers obligations under the General Conditions the Works, together with materials and plant for incorporation therein, to the full replacement cost. Furthermore, the Contractor shall insure an additional sum of 15% of such replacement cost to cover any additional costs of loss and damage including professional fees and cost of demolishing and removing any part of the Works and the removing of debris. The Contractor shall insure his equipment and other things brought to the Site for a sum sufficient to provide for their full replacement at the Site.

Add the following text at the end of sub-paragraphs (a) and (b) of sub-clause 18.2:

“It being understood that such insurance shall provide for compensation to be payable in Jordanian Dinar (JOD) required to rectify the loss and/or damage incurred”.

After (e) (iv) add the following text:

“There shall be no obligation for the insurances to include loss or damage caused by the risks listed under Sub-Clause 19.1 paragraphs (i) to (iv) [Force Majeure]”.

Add at the end of this sub-clause:

The replacement value and addition on it shall be equal to fifteen (15) per cent of the Accepted Contract Amount. The insurance in total therefore is one hundred and fifteen (115) per cent of the Accepted Contract Amount.

SUB-CLAUSE 18.3 INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY

Add at the end of this Sub-Clause:

Insurance cover shall extend to liability to third parties arising from accidents in the country involving vehicles supplied by the Contractor and used by the Employer, the Contractor or the Engineer under the Contract.

Add new Sub-Clause:

SUB-CLAUSE 18.5 INSURANCE AGAINST THE DUST

As per MPWH circulation No. 49385/1/63 date 18/12/2011 the contractors should provide insurance policy against any effect of dust on the surrounded area.

The Contractor shall protect Public and Private Property from damage by site traffic or other causes arising from the execution of the works and shall repair any damage to the satisfaction of the relevant public authority or private owner.

The Contractor shall take all reasonable precautions to prevent any loss or damage to any facility in the surrounded area.

Add new Sub-Clause:

SUB-CLAUSE 18.6 STRUCTURAL INSURANCE

The Contractor shall be liable for a period of ten (10) years for the Structural Insurance for the Project according to the provisions of Clauses 788 – 791 of the Jordanian Civil Law.

4.2.19 CLAUSE 20 CLAIM, DISPUTES AND ARBITRATION

SUB CLAUSE 20.1 CONTRACTOR'S CLAIMS

Add at the end of this sub-clause:

Before the issue of the certificate for the final instalment of retention money the Contractor shall deliver at the office of the Engineer his signed declaration to record that all disturbance, damage and injury caused by him during and arising out of the execution of the Works has been properly made good or otherwise compensated for to the satisfaction of the proper authorities and all interested persons. In the event of the Contractor failing within a reasonable time to compensate for or properly make good any accidents or damages as aforesaid and unless in the opinion of the Engineer the Contractor has reasonable grounds for declining to settle, compensate or make good, the Employer may by his proper officer pay all compensations and make good, satisfy, pay or settle actions, claims, damages, costs, charges and expenses. The cost of such procedures as well as the amounts paid shall be deducted from any moneys that may be or may become due to the Contractor or shall at the option of the Employer be recoverable from the Contractor or his surety.

SUB CLAUSE 20.6 ARBITRATION

Delete the first paragraph which starts with “unless settled amicably...” and ends with “... language for communication defined in sub-clause 1.4” and replace with the following:

Unless the dispute is not settled amicably or has not become final and binding, the dispute shall be settled directly by arbitration according to the following:

- (a) The dispute shall be finally settled directly in accordance with the Jordanian Arbitration Law in effect (unless otherwise agreed by both parties)
- (b) The arbitration board shall be formed consisting of three members appointed in accordance with the applicable law
- (c) The arbitration procedure shall be conducted in the language for communication defined in sub-clause 1.4
- (d) During the currency of arbitration, the Contractor shall not interrupt or delay the progress of the Works.

Add New Clauses: -

4.2.20 CLAUSE 21 OPERATION AND MAINTENANCE SERVICE

SUB-CLAUSE 21.1 GENERAL REQUIREMENTS FOR OPERATION AND MAINTENANCE SERVICE

Operation and Maintenance Service will be carried out by the Contractor according to the Employer's Requirements volume after Completion of Works, during the Operation and Maintenance Service Period specified in the Sub-Clause 1.1.3.3 [Time for Completion] of the Appendix to Tender or other period subsequently agreed by the Parties in writing.

While providing Operation and Maintenance Service the Contractor shall comply with the Operation and Maintenance Requirements as well as follow the requirements of the Operational Management Plan and the operation and maintenance manuals.

During the Operation and Maintenance Service the Contractor shall be responsible for ensuring that the Works remain fit for the purposes for which they were intended.

Operators and maintenance personnel for the Works, including Plant operators, shall have the appropriate experience and qualifications to perform the Operation and Maintenance Service. The names, with details of their qualifications and experience, shall be submitted to the Employer for approval, and no such person shall be engaged prior to receiving such approval.

SUB-CLAUSE 21.2 COMMENCEMENT OF OPERATION AND MAINTENANCE SERVICE

The Operation and Maintenance Service shall not commence until the Design-Build of the Works has been completed in accordance with Sub-Clause 9.5 [Completion of Design-Build of Works] and the Taking Over Certificate issued.

Unless otherwise agreed by the Parties in writing, the commencement of the Operation and Maintenance Service shall be from the date stated in the Taking Over Certificate. By this time, the Contractor should have obtained the Operating License issued according to legislation of Jordan as per Sub-Clause 1.15 [Operating License].

Mobilisation of the Operation and Maintenance Service personnel as well as training sessions for the personnel assigned by the Employer may start during the Tests on Completion, if not otherwise agreed by the Parties in writing.

SUB-CLAUSE 21.3 MODIFICATION OF THE DOCUMENTS

If during the Operation and Maintenance Service period the Contractor wishes to modify the Operation and Maintenance Requirements, Operational Management Plan, operation and maintenance manuals, “As-Built” Documents or any other document, which have previously been submitted to and approved by the Engineer, the Contractor shall notify the Engineer and, upon his consent, shall subsequently submit revised document(s) to the Engineer for review accompanied by a written explanation of the need of such modification.

The Contractor shall not implement any proposed modification in accordance with item (d) of Sub-Clause 5.2 [Contractor’s Documents] until such modifications has been reviewed by the Engineer and consent to proceed has been given in writing.

However, any such approval or consent, or any review by the Engineer shall not relieve the Contractor from any obligation or responsibility.

SUB-CLAUSE 21.4 DELAYS AND INTERRUPTIONS DURING THE OPERATION AND MAINTENANCE SERVICE

If there are delays and interruptions during the Operation and Maintenance Service Period caused by the Contractor or by a cause for which the Contractor is responsible, that lead to fines from the third parties, the Contractor shall provide respective compensation to Employer. The amount of compensation due shall be agreed or determined according to Sub-Clause 3.5 [Determinations], and the Employer shall be entitled to recover the amount due by making a corresponding deduction from the next payment to the Contractor.

The total amount of compensation payable by the Contractor to the Employer shall not exceed 30% of the Contract amount allocated for Operation and Maintenance Service.

SUB-CLAUSE 21.5 FAILURE TO REACH PRODUCTION OUTPUT AND WATER QUALITY AND EFFLUENT STANDARDS

If the Contractor fails to achieve the production outputs required under the Contract and/or to reach the water quality and effluent standards guaranteed in his tender and specified in the Employer's Requirements under Water Quality and Effluent Standards section, the Parties shall jointly establish the cause of such failure.

- (a) If the cause of the failure lies with the Employer or any of his agents, clients, or service providers, then after consultation with the Contractor, the Employer shall give written instruction to the Contractor of the measures, which should be taken by the Contractor. If the Contractor suffers any additional costs as a result of failure and/or measures instructed by the Employer, subject to Sub-Clause 3.5 [Determinations] and Sub-Clause 20.1 [Contractor's Claims], the Employer shall compensate such additional costs to the Contractor.
- (b) If the cause of the failure lies with the Contractor, then after due consultation with the Employer, the Contractor shall take all steps necessary to restore the output to the levels required under the Contract and/or ensure that the water quality parameters reach the standards guaranteed in his tender and specified in the Employer's Requirements under Water Quality and Effluent Standards section.
- (b) In the event, the water quality of the WTP demonstrated by daily samples do not meet effluent standards guaranteed by the Contractor in his tender and specified in the Employer's Requirements under Water Quality and Effluent Standards section, the Contractor shall pay the Employer the amount of performance damages as described below:
 - up to 5 daily samples below the established effluent standards out of all daily samples obtained per quarter – performance damage is not applicable.
 - for each additional daily sample obtained below the established effluent standards per quarter – 5% (five percent) of the Contract price allocated for Operation and Maintenance Services.

Maximum amount – 10 daily samples below the established effluent standards per quarter.

Unless otherwise agreed by the Parties in writing, if the failure continues for the period of more than 84 days and the Contractor is unable to achieve the required production output, or if more than 10 daily samples per quarter do not meet established effluent standards, the Employer may either:

- i. continue with Operation and Maintenance Service at a reduced level of compensation determined in accordance with Sub-Clause 3.5 [Determination]; or
- ii. give notice of termination to the Contractor in accordance with Sub-Clause 15.2 [Termination by Employer]. In such event the Employer will continue the Operation and Maintenance Service by another company or as per his determination.

SUB-CLAUSE 21.6 JOINT INSPECTION PRIOR TO COMPLETION OF OPERATION AND MAINTENANCE SERVICE

Not later than three months prior to expiry of the Operation and Maintenance Service Period, the Engineer and the Contractor shall carry out a joint inspection of the Works.

Within 14 days of the completion of the joint inspection, the Contractor shall submit a report to the Engineer on the condition of the Works identifying maintenance, replacements and other works required to be carried out to meet the Operation and Maintenance Requirements and prepare for taking over of Operation and Maintenance Service by the Employer.

Following receipt of the report, the Engineer may instruct the Contractor to carry out all or part of works identified in the Contractor's report before completion of the Operation and Maintenance Service period and remaining part of works, if any, within Defect Liability Period, which may be extended by the Employer, if necessary, according to Sub-Clause 11.3 [Extension of Defect Notification Period].

SUB-CLAUSE 21.7 COMPLETION OF OPERATION AND MAINTENANCE SERVICE

The obligation of the Contractor to operate and maintain the Works under the Operation and Maintenance Service shall cease at the end of the period stated in the Sub-Clause 1.1.3.3 of Appendix to Tender as an Operation and Maintenance Period unless the Parties agree otherwise in writing.

Notwithstanding the foregoing, the other services to be provided by the Contractor shall be completed before the Contractor will be entitled to receive the Operation and Maintenance Service Completion Certificate, including:

- (a) Inspection in accordance with Sub-Clause 21.6 [Joint inspection prior to completion of Operation and Maintenance Service];
- (b) Updating the Operation and Maintenance Manuals, providing performance records and data in accordance with Sub-Clause 5.7 [Operation and Maintenance Manuals]; and

Remedying outstanding defects in accordance with Sub-Clause 21.6 [Joint inspection prior to completion of Operation and Maintenance Service], item (a) Sub-Clause 10.1 [Taking Over of the Works and Sections] and Clause 11 [Defect Liability].

Add New Clauses: -**4.2.21 CLAUSE22 ETHICS CLAUSE****SUB CLAUSE22.1 PRIOR AUTHORIZATIONS**

Without the Employer's prior written authorization, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, perform other services, carry out works, or supply equipment for the project. This prohibition also applies to any other program or projects that could owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

SUB CLAUSE22.2 CONFLICT OF INTEREST

When putting forward a candidacy or tender, the candidate or Tenderer must declare that he is affected by no potential conflict of interest and that he has no link with other Tenderers or parties involved in the project. Should such a situation arise during the performance of the contract, the Contractor must immediately inform the Employer.

SUB CLAUSE22.3 PROFESSIONALISM

The Contractor shall always act honourably and impartially in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Employer's prior approval. He may not commit the Employer in any way without its prior written consent.

SUB CLAUSE22.4 HUMAN RIGHTS

For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to violate the political, cultural, and religious mores of the recipient state.

SUB CLAUSE22.5 CONFIDENTIALITY

The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents

drawn up or received by the Contractor in connection with the contract are confidential.

SUB CLAUSE 22.6 USE OF DOCUMENTS

The contract shall govern the contracting parties' use of all reports and documents drawn up, received, or presented by them during the execution of the contract.

SUB CLAUSE 22.7 CODE OF CONDUCT

The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Employer may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

4.3 PART III- FORMS OF GUARANTEES, AGREEMENT AND DATA

4.3.1 FORM OF LETTER OF BID (LETTER OF TENDER)

Project Name: Tender No:

To:

We have visited the site and become acquainted with its surrounding conditions examined the Conditions of Contract, Employer's Requirements, Schedules, the attached Appendix and Addenda Nos or the above-named Works. We have examined, understood, and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute, and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents and the enclosed Proposal, for the lump sum of

(In currencies of payment)

(In words)

We accept the appointment of the Dispute Adjudication Board in accordance to 'Chapter Twenty' of the Contract conditions and we shall reach an agreement on assigning its members according to the Appendix to Tender.

We also confirm receipt of all Clarifications and Addendum issued by the Employer as included in annexes to this form.

We agree to abide by this Tender for a period of 180 days starting from bid submission date and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

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

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

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

Signature in the capacity of

duly authorised to sign tenders for and on behalf of

Address:Date:

4.3.2 APPENDIX TO TENDER

Name of Contract:

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

Item	Sub-Clause*	Data
Employer's name and address	1.1.2.2 & 1.3	Yarmouk Water Co.
Contractor's name and address	1.1.2.3 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	
Time for completion of the Works	1.1.3.3	<ul style="list-style-type: none"> - Design-Build Period - 365 days, including the period of testing and approval of water quality - Operation and Maintenance Service Period – 1825 days,
Defects Notification Period	1.1.3.7	<ul style="list-style-type: none"> - 365 days after completion of construction Period.
Communication (Electronic transmission systems)	1.3	E-mails. E-mails to be confirmed in writing
Governing law	1.4	Jordanian Laws in effect
Ruling language	1.4	The English Languages
Language for communications	1.4	The English Language.
Time for access to the site	2.1	Upon written notice from the Engineer or the Employer
Amount of performance security	4.2	<ul style="list-style-type: none"> -10% of the Accepted Contract Amount, as stated in Contract Agreement(during the period of construction) -10% of the total operation price (during the period of operation)
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	120 days after Commencement date or till completion of detailed design, whichever is later
Normal working hours	6.5	(8) Hours a day, (6) days a week
Delay damages for the Works	8.7 & 14.15(b)	0.1 % of the Contract Price per day
Maximum amount of delay damages	8.7	15% of the final contract Price
Percentage adjustment of	13.5(b)	Shall not exceeding 5% of actual costs

Item	Sub-Clause*	Data
Provisional Sums		incurred by the Contractor for overhead and profit
Adjustment for changes in cost	13.8	Not applicable
Total advance payment	14.2	Not Applicable
Number and timing of instalments of the advance payment	14.2	Two (5% each) <ul style="list-style-type: none"> • 5% percent of the Accepted Contract amount –upon contract signing by both Parties within 42 days after submission by the Contractor of Performance Security and Advance Payment Guarantee equivalent to total amount of advance payment. • 5 % percent of Accepted Contract amount – upon completion of mobilization and commencement of Design Services.
Start repayment of advance payment	14.2(a)	First interim payment
Repayment amortisation of advance payment	14.2(b)	10 % of each Interim Payment Certificate
Percentage of Retention	14.3	10% of each Interim Payment Certificate
Maximum limit of Retention Money	14.3	5% of the Accepted Contract Amount
Plan and Materials for payment when delivered to the Site	14.5	Payment for materials on site 50%
Minimum amount of interim payment	14.6	Not less than 10 % of the Accepted Contract Amount during construction period and monthly payment during operation period
Currency/currencies of payment	14.15	Jordanian Dinar JOD
Periods for submission of insurance - evidence of insurance	18.1(a)	By Commencement Date
Periods for submission of insurance - relevant policies	18.1(b)	14 days of the Commencement Date
Maximum amount of deductibles for insurance of Employer's risk	18.2(d)	0.5 % of the Accepted Contract Amount
Minimum amount of third-party insurance	18.3	Insurance against Injury to Persons and Damage to Property, 20,000 JOD (Twenty Thousand Jordanian Dinar) per life per accident occurrence, with the

Item	Sub-Clause*	Data
		number of occurrences unlimited.
Date by which the DAB (Dispute Adjudication Board) shall be appointed	20.2	60 days after the Commencement date
The DAB shall be	20.2	Three persons
Appointment (if not agreed) to be made by	20.3	Jordanian Adjudicators Society
Number of arbitrators	20.6	3 persons
Language of Arbitration	20.6	English or as agreed between Parties.
Arbitration rules and law	20.6	According to the Jordanian Arbitration law
Place of Arbitration	20.6	Hashemite Kingdom of Jordan

* General and Particular Conditions of Contract

Signature _____ STAMP

Capacity _____

Duly authorised to sign for and on behalf of

4.3.3 FORM OF CONTRACT AGREEMENT

This Agreement made the Day of

Between

First Party:.....

Address:.....

Represented by the signing of this contract, Mr.

(Hereinafter referred to as for the purposes of this contract by “the Employer”)

Second Party: :.....

Address:.....

Represented by the signing of this contract, Mr.

(Hereinafter referred to as for the purposes of this contract by “the Contractor”)

Whereas the Employer desires that the Works known as should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the meanings assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, in the following order of precedence:
 - a. The Contract Agreement,
 - b. The Letter of Acceptance,
 - c. The Letter of Tender,
 - d. Addenda Nos.....,
 - e. The Particular Conditions of Contract,
 - f. The General Conditions of Contract,
 - g. The Employer’s Requirements,
 - h. The Completed Schedules,

- i. The Contractor's Proposal, and
 - j. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy defects therein, in full compliance with the provisions of the contract.
 4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.
 5. Payments shall be made in JOD to the Contractor JOD bank account:
..... (Name of bank, full bank account number)
 6. The Contractor shall perform all Works and Services within calendar days.

In witness whereof the parties hereto have caused this Agreement to be executed day and year first above written in accordance with their respective laws.

Signed by	Authorized signature of CONTRACTOR
Signed and sealed by	Signed and sealed by
.....
.....	Name of the signatory (in block capitals)
Date:
.....	In the capacity of:

	Being fully authorised by and acting on behalf of:

IN THE PRESENCE OF:	IN THE PRESENCE OF:
Name:	Name:
Signature:	Signature:
Address:	Address:

4.3.4 FORM OF BID SECURITY (BANK GUARANTEE)

Project Name: Tender No:

To Messrs (The Employer):

We have been informed that the Bidder: (Company's Name) is submitting an offer for the above-mentioned project in response to the Invitation to Tender, and whereas, the tender conditions require that the Bidder shall submit a tender guarantee with his offer, and upon his request, our Bank: hereby irrevocably undertakes to pay you the sum of upon receipt by us of your first demand in writing and your written statement (in the demand) stating that:

- a. The Bidder, without your agreement, withdrew his offer after the latest time specified for its submission or before the expiry of its period of validity specified to be (120) days, or
- b. You awarded the Tender to him but he failed to sign the Contract Agreement in accordance with Clause (1/6) of the Conditions of the Contract, or
- c. You awarded him the Tender, but he failed to submit the Performance Guarantee in accordance with Clause (4/2) of the Conditions of the Contract.

Your demand must be received by us before the expiry of the Guarantee validity period determined to be (120) days, after which, it shall be returned to us. This Guarantee is subject to the laws in force in Jordan.

Guarantor's signature / Bank:

Authorized to sign:

Date:

4.3.5 FORM OF PERFORMANCE SECURITY

To Messrs (The Employer):

We are pleased to inform you that our Bank: has agreed to give a Financial Guarantee to the Contractor.....

In pursuance of Tender No. (/)

related to the Project: for

An amount of: (JD)

As a security for the execution of the Tender awarded to him in accordance with the Conditions listed in the Contract Agreement Documents.

We undertake to pay you right after receiving your first written demand the said amount or any part you demand notwithstanding any reservation or stipulation, provided that you mention the reasons for this demand that Contractor refused or failed to execute any of his duties in accordance to the Contract without any consideration to any objection or prosecution from the Contractor on the payment.

This guarantee shall remain valid from the date of its issuance until Taking-Over the completed Works in accordance with the Contract, which is initially to be on the day of the month of of the year of..... unless extended or renewed upon the Employer's request.

Guarantor's signature / Bank:

Authorized to sign:

Date:

4.3.6 ADVANCE PAYMENT SECURITY

To Messrs (The Employer):

We are pleased to inform you that our Bank guarantees the Contractor:

For an amount of (JD)
.....

Against the Advance Payment Guarantee in pursuance of Tender No. (/)
related to the project:

To guarantee payment by the Contractor of the Advance Payment in accordance with the Tender Conditions.

We undertake to pay you the above-mentioned amount or the due balance at your first written demand not withstanding any objection or reservation by the Contractor.

This guarantee shall remain valid from the date of its issuance until repayment of the Advance Payment instalments by the Contractor. The guarantee shall be automatically extended until the full recovery of the Advance Payment.

Guarantor's signature / Bank:

Authorized to sign:

Date:

4.4 FORM OF DEFECT SECURITY

To Messrs (The Employer):

We are pleased to inform you that our Bankhas agreed to give a Financial Guarantee to the Contactor:

In pursuance of Tender No. (/)

related to the Project:

An amount of (JD)

As a security for his commitment to execute all his obligations regarding remedy and maintenance in accordance with the provisions of the Contract Agreement.

We undertake to pay you right after receiving your first written demand the said amount or any part you demand, notwithstanding any reservation or stipulation, provided that you mention the reasons for this demand that the Contractor refused or failed to execute his duties regarding remedying and maintenance works in accordance with the Contract, without any consideration to any objection or prosecution by the Contractor on the payment.

This guarantee shall remain valid from the date of issuance until the final Taking-Over of the Works in accordance with the Contract and the completion of the defects and required remedies by the Contractor, unless extended or renewed upon the Employer's request.

Guarantor's signature / Bank: -----

Authorized to sign: -----

Date: -----