

REPLACE REVERS OSMOSIS UNITS – TOWNSHIP & HUSSIEN HOUSING  
PROJECT  
EPC Contract  
IFB # 202100471 /AT



البوتاس العربية  
Arab Potash

**The Hashemite Kingdom of Jordan**

**The Arab Potash Company PLC**

**REVERSE OSMOSIS (RO) Units Replacement  
EPC Contract**

**IFB # 202100471 /AT**

**Tender Documents**

**Volume 1**

**CONDITIONS OF CONTRACT**

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COMPLIANCE LIST TO HSE

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**TYPE OF CONTRACT**

The Conditions of contract shall be the FIDIC Conditions of Contract for EPC/Turnkey Projects, (Silver Book) First Edition 1999 (FIDIC).

It is assumed that the Tenderer is familiar with these Conditions of Contract.

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for EPC/Turnkey Projects” First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

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**CLAUSE 1 GENERAL PROVISIONS**

**Sub-Clause 1.1 Definitions**

**1.1.1 The Contract**

1.1.1.3 Add to the text: "Employer's Requirements" are defined and described in Volume 2 - Employer's Requirements/Specifications.

1.1.1.6 1.1.1.6 Add new Clause:

"Project" means "**Reverse Osmosis Units Replacement**", as defined and described in the Employer's Requirements.

**1.1.2.2 Delete and replace with**

1.1.2.2 The "Employer" is "Arab Potash Company Plc (APC)

1.1.2.3 Delete and replace with:

1.1.2.3 "Contractor" means the enterprise, named in the Letter to Tender and whose Tender has been accepted by the Employer and with whom the Employer has entered into this Contract and includes the Contractor's personal agents and legal successors.

Insert the following new definitions in sub clause 1.1.2

1.1.2.10 "Engineer" a Consultant Firm assigned by the Employer to supervise and to manage the construction at site according to the clause ..... of the special conditions

1.1.2.11 "Engineer's Representative / Site Project Manager" means a technical person appointed from time to time by the Engineer

1.1.2.12 "Jordan " means the Hashemite Kingdom of Jordan ,the country of the Project

1.1.2.13 "First Party" means the Employer SPV

1.1.2.14 "Second Party" means the Contractor.

1.1.2.15 "Third Party" means all other than the Employer and his agents and the Contractor and his agents and the Engineer.

1.1.2.16 "Government Person" means any official, employee, agent including persons working in governmental organizations and companies that the Government participates in.



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1.1.2.17 “Supplier” or “Vendor” or manufacturer means the party with whom Contractor has entered in an agreement to supply the equipment

**1.1.3 Dates, Tests, Periods and Completion**

1.1.3.2 Delete and replace with: 1.1.3.2 The “Commencement Date” means the date for commencement which shall be 14 days after the issuance of the Letter of Acceptance (LOA) or the Purchase Orders (PO) from APC which is earlier.

1.1.3.3 Time for Completion

The “Time for Completion” means the time within which the Contractor shall complete the whole of the Works as described under Clause 8.2 .

Add the following to this Clause:

"Ready For Commissioning" means that the Works or any part thereof are substantially completed and Ready For Commissioning as defined under Clause 9 of the contract and evidenced by Contractor's submission to the Employer's Representative of the relevant pre-commissioning inspection report(s) in accordance therewith.

"Commissioning" means the activities of inspection, verification, trial, adjustment, and putting into service of the Works or any part the thereof in accordance with Clause 9 of the Contract in order to confirm that such is in proper working order and ready for normal operation and Performance Guarantee Test(s).

"Commissioning Period" means the period provided for under Clause 9 of the Contract for the carrying out of commissioning activities.

1.1.3.4 “Tests on Completion”

Add the following:

"Performance Guarantee Test(s)" means the test operation of the Works in accordance with Clause 9 of the Contract for demonstrating that the Works have been executed in accordance with the Contract and that Contractor has fulfilled the Performance Guarantees specified in the Contract.

"Performance Guarantees" means those guarantees of performances as specified in the Contract.

1.1.3.7 “ Test After Completion”

The testing of the capacity and output water shall be done every 6 months (after the Provisional Acceptance of the Project and for 3 years.

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Testing shall be conducted by competent and approved third party and the cost of the testing will be borne by the Contractor.

The results shall fulfill the Jordanian Technical standard. In case of any deviation in the test results then corrective action shall be taken by the contractor b according to approved method statement submitted to the Employer or otherwise requested by the Third Party.

1.1.3.7 The “Defects Notification Period” shall be Three (3) years calculated from the date on when the Works are certified as being complete pursuant to Sub-Clause 10.1

1.1.3.8 “Performance Certificate”  
Add: "and/or Final Acceptance Certificate"

**1.1.4 Money and Payments**

1.1.4.5 “Local Currency” shall mean Jordan Dinar (JD)

**1.1.6 Other Definitions**

1.1.6.2 “Country” shall mean The Hashemite Kingdom of Jordan.

1.1.6.7 “Site” is defined in the Employer’s Requirements.

Add new definitions

1.1.6.9 "Other Payment" means all direct or indirect commissions, consulting fees, agents fees or anything having value that the Contactor paid, or agreed to be paid to "third parties other than any Employer Person/Engineer Person", including without limitation a detailed description of these other payments and of the basis therefore, made or to be made, directly or indirectly by the Contractor or on behalf of him, or by his subcontractors or on behalf of them, or by their employees or their agents or representatives in connection with the invitation for tenders of this Contract or in connection with the tender itself of this Contract and its award or negotiations.

1.1.6.10 "Prohibited Payments" means all direct or indirect commissions, consulting fees, agents fees or anything having value that the Contactor paid, or agreed to be paid to "Employer Person/Engineer Person", including without limitation a detailed description of these other payments and of the basis therefore, made or to be made, directly or indirectly by the Contractor or on behalf of him, or by his subcontractors or on behalf of them, or by their employees or their agents or representatives in connection with the invitation for tenders of this Contract or in connection with the tender itself of this Contract and its award or negotiations.

1.1.6.11 “Letter of Acceptance” or “Awarding Letter “means the letter issued by the Employer to the Contractor for acceptance of his offer

1.1.6.12 “ Tender Documents” means the following :

Volume 1: Instructions to Tenderers & Conditions of Contract

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Volume 2: Employer's Requirements.

Volume 3: Drawings

Volume 4: Appendices

**Sub-Clause 1.3 Communications**

"Use of-email is not applicable for formal contractual correspondence. Procedure on communication and reporting is given in the Employer's Requirements."

Add: Emailed communications relating to approvals, certificates, consents, determinations, notices and requests shall be confirmed by receipt email. All attachments shall be in Portable Document Format (pdf) format.

**Sub-Clause 1.4 Law and Language**

Renumber this sub clause to be read "Sub Clause 1.4.1"

Replace the whole Clause by:

"The Contract shall be governed by and interpreted in accordance with the Jordanian Law. Ruling language shall be English.

Language of progress reports, minutes of meeting and correspondence shall be English.

Language of Manuals, Operating instructions / procedures and Training Documentation shall be English. Technical documentation may be submitted in English. Language on Site shall be English.

Add new Sub clause 1.4.2

**Sub Clause 1.4.2 Place/Location of Arbitration**

The place/ location of arbitration is in Jordan

**PARTICULAR CONDITIONS**

These Particular Conditions shall be read in conjunction with and shall be deemed to amend the FIDIC Conditions of Contract for EPC/Turnkey Projects, (Silver Book) First Edition 1999, ISBN 2-88432-021-0 (FIDIC).

**Sub-Clause 1.5 Priority of Documents**

Add:

" The documents that constitute the Contract ("Contract Documents") shall have equal force and shall complement one another. However, in the case of ambiguity or inconsistency, , clarifications shall be issued to

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the Employer to remove the inconsistency, however the most stringent shall be considered

**Sub-Clause 1.6 Contract Agreements**

Delete the clause and replace with:

“the Contract shall come in full force and effect on issuance date of the Letter of Acceptance” and the Letter of Acceptance shall form a binding Contract between the both parties.

The costs of stamp duties and university fees and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor”.

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**Sub-Clause 1.7 Assignment**

Delete the clause and replace with:

“ the Contractor shall not assign any part of the Works without the Employer’s prior approval.

**Sub-Clause 1.9 Confidentiality**

Add the following at end of the clause

“The Employer shall have the right to use the details of the Contract/Contractor’s documents after the issuance of the Taking Over Certificate, without prior consent of the Contractor”.

**Sub-Clause 1.10 Employer use of the Contract Documents**

Delete the last paragraph, and refer to clause 1.9 above

**Sub-Clause 1.12 Confidential Details**

Delete the first sentence “ the Contractor shall not.... as being confidential”

**Sub-Clause 1.14 Joint and Several Liability (not used)**

**Add new Clause**

**Sub-Clause 1.15 Compliance with Environment**

The Contractor shall comply with all Environmental regulations of Royal Society Conservation Nature (RSCN) within the area of APC plant.

**CLAUSE 2 THE EMPLOYER**

**Sub-Clause 2.1 Right of Access to the Site**

Right of Access to the Site shall be after joined and contradictory site visit report.

**Sub-Clause 2.2 Permits, Licences or Approvals**

At the end of the sub clause Add:

“The Employer assistance is limited by providing supporting letters only”

**Sub-Clause 2.3 Employer’s Personnel**

Add the following paragraph at the end of Sub-Clause 2.3:

In the event that other contractors are working for the Employer on the Site, then their contracts will include similar clauses for co-operation and compliance to provide safety procedures, and the Employer shall notify the Contractor of the presence of such other contractors.

**Sub-Clause 2.4 Employer’s Financial arrangements**

To be deleted

**Sub Clause 2.5 Employer’s Claims**

Add the following paragraph at the end of Sub-Clause 2.5:

The Employer has the right to deduct any sum/cost due to the Employer from the Contractor's certified Payment.

**CLAUSE 3 THE EMPLOYER’S ADMINISTRATION**

**Sub-Clause 3.1 The Employer’s Representative**

Add the following to this sub-clause:

The Employer’s Representative shall have no authority to amend the Contract and must obtain the prior permission of the Employer on the following matters and within the following limits:

- a. Any matters that have or may have a financial implication or extra cost on the Employer or would result in a delay in the implementation of the Contract;
- b. Variation orders; and

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- c. Waivers of any of Employer's rights under the Contract.
- d. extension of time

**CLAUSE 4 THE CONTRACTOR**

**Sub-Clause 4.1 Contractor's General Obligations**

Add the following paragraphs:

- The Contractor is bound to maintain and repair Temporary Works in a proper manner.
- The Contractor is bound to restore all damaged areas to its original conditions, noting that the part the Works are located with RSCN. Therefore the Contractor shall not harm the existing nature, the site where is limited by the Reserve coordinates shall not be subject to any impact.
- The Contractor shall promptly notify the Employer of any error, omission, fault or any other defect in the Employer's requirements/design/Specifications for the Works which he discovers when reviewing the Contract documents or in the process of execution of the Works.
- The Contractor shall review and endorse the Employer's Requirements upon its receipt within 21 days after the commencement date and shall promptly notify the Employer of any error, omission, fault or any other defect affecting the construction activities, in the design of or specifications or requirements for the Works which he discovers when reviewing the Contract documents and other drawings issued by the Employer. Failure to comply with this Clause will make the Contractor fully responsible for any error, omission, fault or other defect which could have been reasonably discovered in the design / Specifications/requirements for the Works.

*In addition to the above, the Contractor shall be in full compliance with APC safety and environment regulations, an induction for safety shall be carried out to the Contractor's employee before commencement the Works*

**Sub-Clause 4.2 Performance Security (Bond)**

Delete this sub clause and replace with the following:

The Contractor shall deliver the Performance Security to the Employer within 14 days after receiving the Letter of Acceptance,

unless otherwise stated, and shall send a copy to the Engineer. If the Contractor acts contrarily to this requirement he shall be considered to be withdrawing his tender and the Employer shall be entitled to forfeit the Contractor's tender security. The Performance Security shall be issued in the form of a bank guarantee by a bank located in the Jordan or a foreign bank that is licensed or allowed to do business in Jordan.

The Contractor shall ensure that the Performance Security is valid and enforceable to the value stated in the Appendix to Tender. The Performance Security shall be valid for 30 days beyond the end of the Defect Notification Period and might be released within 30 days after the issuance of the Performance Certificate (Final Acceptance Certificate). The cost of complying with the requirements of this Sub-Clause including the cost for extending of the validity of the Performance Security shall be borne by the Contractor.

The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

**Sub-Clause 4.4 Subcontractors**

Renumber this Sub-Clause to be 4.4.1, and rename as follows:

**Sub –Clause 4.4.1 Construction Sub Contractors**

Add the following paragraph at the end of the original Sub –Clause 4.4:  
The maximum share of the work undertaken by local Subcontractors shall not exceed 30% of the Accepted Contract Amount. The Contractor shall submit to the Employer a copy of the Subcontract agreement. The Employer shall verify that the total value of the subcontracted works is within the content of this clause.

Notwithstanding the notice to be given as set forth herein, Employer's prior consent shall be obtained for all proposed Suppliers/Manufacturers. Such consent is not required for the parties listed in the above mentioned list.

The accepted origins of material, equipment, and the instruments are USA, West Europe, Japan, Canada and Australia only



**Sub-Clause 4.6 Co- operation**

Delete the first two paragraphs of Sub-Clause 4.6 and substitute the following:

The Contractor shall, if so instructed by the Engineer or if specified in the Contract, provide any of the following services for the Employer's Personnel or any such other contractor or authority carrying out work on or near the Site:

- For the use of access roads which the Contractor is responsible to maintain. The Contractor is to allow in the unit rates for cost of maintenance of common access roads used by other Contractors on site.
- For any other services instructed by the Engineer. The Engineer shall determine the amount of addition (if any) to the Contract Price in respect of such services in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.
- There will be at the site more than one contractor working within the Site, and there might be common and/or intersection of the Works, therefore perfect coordination between the activities shall be adopted and respected.
- Procedure of handing over shall be adopted between the Contractor and any other contractor involved in the project specifically with Earthworks Contractor and the Fabrication and Erection Steel Contractor. Contractor will be responsible to coordinate with all parties without any extra cost or claim of extra cost or time. The Contractor shall undertake and guarantee smooth procedure to minimize any clashes among all parties involved in the project.

**Sub-Clause 4.8 Safety Procedures**

Add at end of paragraph:

- The Contractor shall follow and comply with Employer's safety and environment policies and its local regulations. The Safety and environment regulation are available at Employer's offices for review and implementation also attached to the tender. The Contractor can read these regulations and rules at any time and upon his request. The Contractor shall commit to Employer's safety and environment policies and sign the "Declaration to Comply with APC Safety and Environment Policies and its Local Regulations" and "Compliance List of Environment and Safety Requirement" attached in the Tender Appendices.
- The Contractor shall in addition hereto fully adhere with the requirements of the HSE Plan during engineering and

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construction in addition to comply with the rules and regulations of the Local Authorities.

- If the Contractor fails to comply with any of the HSE requirements, Employer may suspend the work until such defect has been remedied according to Sub-Clause 8.8 [Suspension of Work] and the remedies set forth in Sub-Clause 8.9 to 8.11 shall not apply.”
- Continuous violation of the HSE, would lead to termination of the Contract without any cost impact to the Employer, in accordance with the clause 15 due to Contractor’s fault

**Sub-Clause 4.9 Quality Assurance**

Add at end of paragraph: “The Contractor shall in addition hereto fully adhere with the requirements of the QA/QC Plan during engineering and construction.”

**Sub-Clause 4.10 Site Data**

Add the following at the end of Sub-Clause 4.10:

The Employer shall have no responsibility for the accuracy, sufficiency or completeness of such data.

**Sub-Clause 4.15 Access Route**

The Contractor shall use every reasonable means to prevent any of the highways, roads or bridges communicating with or on the routes to the Site from being damaged by the traffic of the Contractor or any of his Sub-contractors and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that the movement of materials, Plant, Contractor's equipment etc., to and from the Site shall not damage such highways, roads and bridges.

Should any highway, road or bridge be damaged or injured by such traffic as aforesaid then:

- If the highway, roads or bridge is vested in or maintainable by the Employer, the Contractor shall at his own cost make good all such damage or injury to the entire satisfaction of the Employer or if the Employer shall prefer to do the making good, the Contractor shall pay to the Employer or the Employer may deduct from any monies due to the Contractor or otherwise recover from the Contractor so much of the cost incurred by the Employer in so making good the highway, road or bridge as shall be attributable to the damage or injury caused by or due to such traffic as aforesaid.
- In any other case, the Contractor shall indemnify and keep indemnified the Employer from and against and shall himself be

responsible for and shall meet and discharge all claims, demands, proceedings, damages, and expenses in respect of any such damage or injury to highway, roads or bridge(s). In case of failure of the Contractor in settling the claim and in case the Employer is held responsible for payment to the authorities, then the Employer shall settle the claim and the Employer's expenses in this regard, as certified by the Employers Representative shall be deducted from the Contractor's dues.

**Sub-Clause 4.18 Protection of the Environment**

Add at the end of the sub-clause :

“Contractor shall comply with all the requirements specified in the Employer’s Requirements, including all annexes thereto”.

The Contractor is bound to restore all damaged areas to its original conditions, noting that the part the Works are located with RSCN. Therefore the Contractor shall not harm the existing nature of the Reserve located within the permanent works.

**Sub-Clause 4.19 Electricity, Water and Gas**

Add the following at the end of Sub-Clause 4.19:

The Cost of water is 1.5 JD/m<sup>3</sup> and the cost of electricity is 0.5 JD/KWh. The Employer is not responsible for the interruption of water and electricity and any other services may be provided by the Employer against cost, therefore the Contractor shall take all necessary measures to avail such facilities.

**Sub-Clause 4.22 Security of the Site**

Add the following: No Goods shall be removed from the Site unless:

- They are not in accordance with the Contract and are being removed for the purpose of modification or replacement, or
- The Employer has consented to their removal, or
- Bulk materials surplus to the requirements of the Works shall be removed to the Employer’s warehouse.
- Each employee of the contractor’s personnel should have a badge indicates name , position etc. in addition the needed security military permits

**Sub-Clause 4.23 Contractor's Operations on Site**

Add the following at the end of Sub-Clause 4.23:

- The Employer is not responsible for the Contractor's material, equipment etc. during the construction of Works and during the

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Defects Liability Period in case the Contractor has left his equipment and material at Site.

- The limits of the Site shall be as shown on the Drawings. If the Contractor requires land beyond this Site, he shall obtain it entirely at his own cost and, before taking possession, shall supply the Engineer with a copy of all necessary permits.
- The Employer is not responsible for the Contractor's material, equipment etc. during the construction of Works and during the Defects Liability Period in case the Contractor has left his equipment and material at Site.

**Add clauses 4.25 and 4.26**

**Sub-Clause 4.25 Zero level definition**

“Contractor shall register and document the condition of all relevant objects (roads, infrastructure, drainage systems, houses, trees, etc.) and soil prior to the actual commencement of the work on Site to the extent necessary to assess in detail whether any damage, defects or other effect reported or claimed during the erection of the Works or during the applicable liability period can be attributed to any action, act or omission of the Contractor.

When it proves the documented and registered information is not suitable to settle a certain claim, the Contractor shall be deemed liable for this claim.

Notwithstanding this, the Contractor shall, prior to gathering the relevant information, agree with the Employer, the method, extent and detail of the information to be documented and registered.

All registered and documented information shall be deposited and registered by a notary public appointed by the Employer before commencement of any work on the Site.”

**Sub-Clause 4.26 Temporary Facilities And Services For the Employer**

Add new Sub-Clause 4.26 as follows:

If the Contractor fails to provide and maintain any of the Temporary facilities and services required for the use of the Employer’s Personnel, then the Employer shall be entitled to provide and maintain such Temporary facilities and services and shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

**CLAUSE 5 DESIGN**

**Sub-Clause 5.4 Technical Standards and Regulations**

1st paragraph; Delete “except as stated below”

Add at the end of first paragraph “and shall design the Works in conformity with the good engineering criteria and shall be based upon the commercially proven know-how available and that the detailed engineering shall be undertaken by the Contractor according to the latest design norms and standards.

Delete the last paragraph .

**Sub-Clause 5.5 Training**

Add the following:

Training of the Employer personnel shall be arranged and conducted by the Contractor and shall be in the form of theoretical courses and on-the Job training. During such training the following matters shall be covered:

- process
- equipment
- start-up, operation and shut down
- operational control
- maintenance and principles of inventory systems
- safety and security
- quality control
- technical aspects of plant management.

The specific content of the training course and the required qualifications of the personnel shall be agreed between the Contractor and the Employer. The trainees shall be drawn from the Employee’s personnel who will be assigned to the commissioning, testing, operation and maintenance phases of the Works and shall be provided during pre-commissioning and commissioning by experienced personnel made available by the Contractor at the Site. The Contractor shall submit to the Employer a programme for such training.

**Sub-Clause 5.6 As Built Documentation**

Add “The following documents required for record purposes will be made available by the Contractor to the Employer before the Works are Taken Over. Any modifications therein shall be made before the issuance of the taking over certificate. The as built shall be made on reproducible and one soft copy by the Contractor.

5.6.1 Original reproducible and computer software copies of all drawings (including As-Built construction drawings), specifications and data sheets made on durable material.

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5.6.2 Consolidated spare parts lists, inspection reports, test certificates and indexed.

5.6.3 Final Project records;

Design Manuals : three (3) copies plus one soft copy.  
Drawings : three (3) copies plus one soft copy.  
Equipment Record Book: three (3) copies plus one soft copy.  
Inspection Books: three (3) copies plus one soft copy.

**Sub-Clause 5.7 Operation and Maintenance Manuals**

The Contractor shall furnish to the Employer during the Commissioning Period Three (3) copies and one soft copy of operating and maintenance instructions, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust all parts of the Works. The submittal shall be made before the issuance of the taking over certificate

Add the following Sub- Clause

**Sub-Clause 5.9 Engineer's/Owner's Site Personnel Review**

The Owner's site personnel/Engineer site personnel should have only three rounds for the Contractor's submittals review, if there will be more rounds then the Contractor shall bear the cost, unless it's the Owner's personnel /Engineer staff fault

**CLAUSE 6 STAFF AND LABOUR**

**Sub-Clause 6.4 Labour Laws**

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

The Contractor shall comply with all laws and regulations regarding the employment of labour in Jordan, including any such laws or regulations that come into force after the date of the Tender.

**Sub-Clause 6.5 Working Hours**

Add the following paragraph at the end of Sub-Clause 6.5:

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The Contractor shall comply with the provisions of the Labour Law and the regulations of Security Authorities in respect of the Working hours and public holidays.

Weekly working days shall be Saturday, Sunday, Monday, Tuesday, Wednesday and Thursday for 8 hours per day except for Ramadan Month that will be 6 hours / day.

**Sub-Clause 6.9 Contractor’s Personnel**

Add new paragraph: “The Contractor shall be liable for all costs in connection with replacement of personnel.”

Add the following Sub Clauses :

**Sub-Clause 6.12 Foreign Personnel and Labour**

“The Contractor may import any personnel necessary for the execution of the Works. The Contractor must ensure that the personnel are provided with the required residence visas, work permits and all other relevant licenses if any. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of imported Contractor’s Personnel. In the event of the death in the Country of any of these persons or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or memorial service.”

**Sub-Clause 6.13 Festivals and Religious Customs**

“Contractor shall respect the Country’s recognized festivals, days of rest and religious or other customs.”

**Sub-Clause 6.14 Alcoholic Liquor or Drugs**

The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his personnel or Sub-Contractors.

**Sub-Clause 6.15 Arms and Ammunition**

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

**Sub-Clause 6.16 Drinking Water**

The Contractor shall make an adequate supply of drinking and other water available at Site for his and his Sub-Contractor's supervisory staff and labour to the satisfaction of the Employers Representative.

**Sub-Clause 6.17 Observance by Sub-Contractors**

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The Contractor shall be responsible for the observance of the provisions of Sub-Clause 6.7 by Sub-Contractors employed by him in the execution of the Works.

**Sub-Clause 6.18 Housing for Labour**

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour employed for the purpose of or in connection with the Contract, including all fencing, water supply (both drinking and other purposes) electricity supply, cookers, refrigerators, furniture and other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Employer's Representative.

**Sub-Clause 6.19 Burial of the Dead**

The Contractor shall make any necessary arrangements for the transportation, to any place required for burial, of any of his expatriate employees during his employment or any member(s) of their families who may die in the country. The Contractor shall also be responsible for making any arrangements in respect to burial of any of his local employees who may die while engaged upon the Works.



**Sub-Clause 6.20 Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the public health authorities or any other official body for the purpose of dealing with and overcoming the same, and shall provide all necessary preventive precautions.

**Sub-Clause 6.21 Hygiene**

The Contractor shall provide adequate hygienic conditions with respect to garbage collection and sewage disposal at the living quarters of his Contractor's Personnel on the Site. And following the "HSE requirements for EPC contractor"

**Sub-Clause 6.22 Measures Against Insect And Pest Nuisance and Vermin Control**

The Contractor shall at all times take the necessary precautions to protect his Contractor's Personnel employed on the Site from insect nuisance, rats, and other pests and reduce the dangers to health and the general nuisance caused by the same. The Contractor shall take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects including the use of vermin extermination and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the site. Such treatment shall be carried out at least once a year or as instructed by the Employer. The Contractor shall warn his Contractor's Personnel of the dangers of local hazards.

**CLAUSE 7 PLANT, MATERIALS AND WORKMANSHIP**

Add this general Clause:

**"Procurement"**

The Contractor shall be responsible for the procurement of the Goods from the selected and approved Vendors and he shall assume complete responsibility for all the terms of warranty and guarantee provisions and such other criteria established by the Contract

- The Contractor shall use common suppliers for similar classes of equipment to rationalize spares control and supply problems.
- The Contract Price shall be deemed to include all procurement costs including expediting, testing, and inspection and shipping CIF Site, for equipment and materials.

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- Careful controls of inspection and expediting functions are necessary to ensure that materials and equipment are delivered on schedule and in good condition. All equipment from sources foreign to Jordan shall be suitably packed for export. In the case of delicate equipment, attention is drawn to the necessary provision for protection against dust, heat and humidity.
- Equipment numbers shall be used on all purchase orders, drawings, shipping documents, packing cases, etc. and will be marked on items with a metal tag fixed by wire. Instruments will be numbered and tagged similarly. Pipes and fittings will be colour coded or suitably marked for subsequent identification of type.
- The Contractor shall make all the necessary arrangements for Employer's engineers to visit, the, supplier's works during fabrication of equipment at the Contractor's cost.
- When ordering materials, equipment, or machinery from suppliers for the Contract, the Contractor and suppliers shall clearly show on their orders that the material, equipment and/or machinery is subject to inspection by the Employer and/or his Inspection Authority. Certificates and data folders shall also be specified in the order to suppliers and sub-suppliers.
- The Contractor shall progressively submit to the Employer copy of the purchase orders issued by him, schedules and progress data, and access for field inspection of construction.
- When ordering an item of equipment, for which spare parts may be required, the Contractor shall request the Vendor to quote with the order for recommended spare parts for two (2) Years normal operation. These quotations shall be accompanied by part numbered sectional drawings which shall be forwarded to Employer. Spares for similar items purchased from the same Vendor should be consolidated in such a way that spares are not needlessly duplicated or over stocked.
- All spare parts quotations shall be sent to the Employer progressively and not later than six (6) Months after Effective Date of Contract for approval by the Employer. Employer shall confirm the order for spare parts to the Contractor within thirty (30) Days

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from the date of receipt of quotation. The Contractor shall procure and deliver spare parts ordered through him prior to Commissioning and shall plan his work toward this end.

- The Contractor shall be responsible for replacing, at his expense and in the shortest time, any spares used by him in rectifying defective Works during the Commissioning period and during Defect Liability Period.
- Spares shall be subjected to the same inspection as the original equipment and machinery items.
- The Contractor shall also submit to the Employer lists of bulk spares that he recommends stocking for general engineering materials, such as piping, valves, fittings, general electrical materials, etc. The purchase of such bulk spares shall be dealt with in the same manner as that for spare parts.
- The Contractor shall give notice to the Employer prior to any shipment, and shall make enquiries with regard to the loading, unloading and transport of all Constructional Equipment and materials required for the Works and shall make all necessary investigations as to the heaviest loads that can be handled at ports or transported to the Site by road, railway or river, in particular with regard to the weight bearing capacities of all bridges and culverts.
- The Contractor shall coordinate the delivery of Goods with the progress of the civil engineering works and other activities such as to ensure a smooth erection programme and avoid unnecessarily long period of storing of Goods or materials on the Site.

Shipping documents shall be issued in favour of:

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**Sub-Clause 7.4 Testing**

Replace the fourth paragraph (“The Employer shall give .... Employer’s presence.”) with:

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“Contractor shall give the Employer not less than 21 Days notice of any tests to be performed that may be held outside the country of the project. Equipment will be subject to performance testing for a period of at least 3 days under normal operating conditions and in accordance with the Vendor’s instructions. The Employer shall give the Contactor not less than 24 hours’ notice of the Employer’s intention to attend the tests. If the Employer does not attend at the time and place agreed, Contractor and Employer shall agree a new time and place. The new time shall be within 10 days after to original time scheduled for the test.

If the Employer does not attend at this new time and place, Contractor shall notify the Employer of his intention to proceed with the tests in the Employers absence. Contractor shall ascertain that the Employer has received such notice before he commences with the tests. Employer may instruct the Contractor to proceed with the testing otherwise.”

At the end of this sub-clause add the following paragraph:

“if, as a result of inspection and tests in accordance with this clause, the Employer determines that any material or workmanship are not in accordance with the Contract, he shall issue ab written notice of rejection to the Contractor, stating the details and reasons for rejection. The Contractor shall promptly carry out all remedies work necessary notify the Employer when the defects have been rectified. Any addition cost incurred by the Employer in any re-inspection or re-testing shall be paid by the Contractor, and may be deducted by the Employer from any sums due to the Contractor.

To clarify what is stated in this Sub-Clause, the Contractor shall bear the costs of tests stated in the Contract included in the Specifications and applicable standards.

Add the following new Sub-Clauses 7.9 to 7.12

**Sub-Clause 7.9 Facilities for inspection and testing**

The Contractor shall provide all test equipment, consumable supplies and all other items and facilities required to carry out the tests.

**Sub-Clause 7.10 Failure to pass tests**

If, despite rectification, re-inspection and retesting in accordance with Clause 7 the materials or Plant fails to pass the tests, the Employer , after due consultation with the Employer and the Contractor, may

a)order a further repetition of the tests in accordance with this Clause, or

b)order a further rectification, re-inspection and retesting in accordance with Sub-Clause 7.10 and the Employer shall have the right to operate the equipment/plant until such defects have been remedied and guarantees verified. Such operation shall not be deemed an acceptance of any equipment/plant or,

c)Reject the material/equipment/plant and deduct the value thereof from the Contract Price, or

**Sub-Clause 7.11 Payment for inspection services**

The Contractor shall pay the traveling, accommodation, subsistence and time costs of the Engineer/Employer or his Representative for the visits to the manufacturer's premises to inspect Contractor's supplied equipment forming part of the permanent works, after the Contractor has indicated that a particular item of equipment is ready for inspection.

If the Engineer/Employer or his Representative subsequently finds on arrival at the manufacturer's premises that the item of equipment which the Contractor has indicated is ready for inspection is either not ready for inspection or the item fails to pass the appropriate tests then the Contractor shall pay all traveling, accommodation, subsistence and time costs of the Engineer or his representative for all subsequent visits to the

manufacturer's premises for the purpose of inspection of that item of equipment until it is approved.

**CLAUSE 8 COMMENCEMENT, DELAYS AND SUSPENSION**

**Sub-Clause 8.1 Commencement of Works**

After 14 calendar days from the issuance of the Letter of Acceptance

**Sub-Clause 8.2 Time for Completion**

Add the following:

The Contractor shall complete the Works as evidenced by the date of Taking-Over specified in the Taking-Over Certificate issued in accordance with Clause 10 hereof, within 300 calendar days from the commencement date of Contract or such extended time, as shall be provided for or allowed in accordance with the Contract

**Sub-Clause 8.3 Programme**

In paragraph 1, (d), (ii) line 2, add "and Temporary Works" after "Contractor's Equipment".

Add the following at the end of this Sub- Clause

The programme shall fully comply with the requirements contained in the Specifications/Employer's Requirements. The programme shall show, in addition to the said requirements, main labour and equipment resources for each activity, and the assumed productivity for each resource. It shall also show the required dates for possession of parts of the Site related to specific sections of the Work, and the dates on which the Contractor expects to deliver the various parts to the Employer upon completion.

When preparing his revised programme, the Contractor shall comply with the requirements prescribed in the Contract for the original programme. The programme shall be submitted within 14 days from the Employer's instruction to revise the programme. The Contractor shall give consideration to any remarks or objections raised by the Employer on his

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revised programme, and shall amend and resubmit within 7 days from receiving such remarks or objections.

The programme shall provide the following:

- Engineering works including detailed designs
- Manufacturing and shipment of equipment to site
- Installations, testing and commissioning activities for each equipment.
  - Final testing and commissioning for each of the whole Plant,

**Sub-Clause 8.4 Extension of Time for Completion**

Add the following paragraph at the end of Sub-Clause 8.4:

In determining any extension of the Time for Completion under this Sub-Clause, the Employer shall be entitled to take into account the effect of work omitted by any instruction issued by him pursuant to Clause 13 and any delays for which the Contractor is responsible.

**Sub clause 8.6 Rate of Progress**

Add the following paragraph at the end of Sub-Clause 8.6

Without prejudice to any other provisions stated elsewhere in these conditions, in case of default on the part of the Contractor in complying with any notice from the Engineer issued under this Sub-Clause, within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to do at its sole discretion any or all of the following to maintain acceptable rates of progress:

- (a) Procure, and/ manufacturing and pay the cost of materials .

Provided that this shall not relieve the Contractor of any of its obligations or liabilities under the Contract and that all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

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it should be noted that the Works under this tender is important to the Employer, delays would lead to a big loss in the production, consequently, loss of profit, therefore, If the Contractor did not treat/mitigate the delays within a reasonable time as determined by the Engineer and is still behind the revised schedule, then the Employer should exercise his rights according the clause 15 , by termination the Contract and executing the remaining Works at the Contractor's cost.

**Sub-Clause 8.7 Delay Damages**

In Sub-Clause 8.7, the sum referred to in the second sentence shall be 0.030% of the Contract Price per day as delay damages in respect of the Works, payable (per week) in the proportions of currencies in which the Contract Price is payable. The maximum amount of delay damages shall be Fifteen percent (10%) of the Contract Price.

These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.”

The delay damages shall be payable in the currencies in which the Contract Price is payable.

**Add new Sub- Clause 8.13**

**Sub-Clause 8.13 Supervision Fees**

If, by reason of any delay for which the Employer is entitled to payment of any delay damages under Sub-Clause 8.7, the Employer is bearing the cost of additional fees for the supervisory staff on Site, the Employer shall be entitled to recover the amount of such additional fees from the Contractor in a manner similar to that set out for the recovery of delay damages under Sub-Clause 8.7.

**Add new Sub- Clause 8.14**

**Sub-Clause 8.14 Deduction money**

If the Contractor doesn't provide the foreseen people and equipment as per contractor schedule, the relative daily prices will be deducted.



**CLAUSE 9 TESTS ON COMPLETION**

**Sub-Clause 9.1 Contractor's Obligations**

Delete the sub clause 9.1 and replace with

**STAGES OF COMPLETION AND TESTS ON START-UP**

Contractor shall provide a detailed procedure including responsible personnel, checklists, sequence, timing and document flow, for accomplishing the Work through all phases of the Project. Contractor shall produce Mechanical Completion (MC) check lists for each item of all respective disciplines such as but not limited to, piping, mechanical, electrical and instrumentation.

The individual checks and associated actions indicated on the MC check sheets shall be performed and signed off by Contractor whereby Owner will inspect and verify MC activities performed by Contractor, and sign off the check lists for selected checks at its discretion.

The Pre-Commissioning (PC) systems shall be ready for -commissioning when Mechanical Completion is achieved.

The Contractor shall strictly adhere to the following Stages which would lead to the Completion, Testing and Commissioning which shall serve as the defined specific steps leading towards the issuance by the Engineer of the Taking-Over Certificate and thus forming the basis associated with the transfer of responsibility from the Contractor to the Employer.

It should be noted that the Contractor is responsible for the commissioning, testing of the supplied equipment by him and put them in operation for 72 hours continuously.

Assistance during the commissioning and testing of the employers equipment shall be provided by the contractor,(labours, skilled staff, equipment, tools ... etc shall be provided by the contractor)

(a) *Mechanical/Electrical Completion*

Mechanical/Electrical completion means that the Contractor has completed all activities including checking the fabrication and installation works; electrical, mechanical, control and instruments and civil works etc.

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So the Mechanical Completion activities shall include but will not be limited to the following,

1. Provided installation of the equipment/material either supplied by the Employer or by the Contractor in accordance with drawings, specifications and vendors instructions, those activities include but not limited to the following:

- 1.1. Mechanical

- Visual inspection for complete and correct installation
- Internal inspection of vessels
- Alignment
- Bolt tensioning
- Dimensional control
- Tightness testing

- 1.2. Piping / pipeline

- Visual inspection for complete and correct installation
- Removal of all items subject to damage during flushing, cleaning/pressure testing
- Flushing of pipe work
- Pressure testing
- Drying of pipe work
- Preservation of pipe work and reinstatement off all items after testing
- Test isometrics and P&ID's showing extent of each pressure test
- Bolt tensioning
- Pipe support completion

- 1.3. Electrical

- Visual inspection for complete and correct installation
- Insulation and continuity testing of cables
- Insulation testing of motors, panels, distribution boards
- Earthing checks
- Lighting and sockets checks
- Lightning checks and testing
- Final and definitive cathodic protection

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1.4. Instrumentation

- Verification of calibration and testing of instruments prior to installation
- Visual inspection for complete and correct installation
- Insulation and continuity testing of cables
- Cleaning, flushing, pressure and leak testing pneumatic and hydraulic tubing
- Adjustment of control, alarm and shutdown settings
- Loop testing
- Function testing of control systems
- Function testing of field instruments

1.5. Surface protection

- Visual inspection for complete and correct application/installation
- Thickness checks carried out
- Adhesion checks carried out

1.6. Civil

- Visual inspection for complete and correct installation
- Pipeline beacons along the routing

1.7. Safety

- Visual inspection for complete and correct installation

2. Completed his pre-commissioning work (Dry Testing).
3. Carried-out rotation tests for equipment, loop tests for control/electrical cables upon tie inn
4. Prepared all components of the system for commissioning
5. Completed final clean-up, painting works, touch up paint.
6. Complied with the requirements of the suppliers' Checklist for Mechanical Completion.
7. Submit all required documentation such as maintenance instruction manuals , as built drawings etc.
8. completion all type of snags;

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b. Pre-commissioning

Contractor shall provide a detailed procedure including responsible personnel, checklists, sequence, timing and document flow, for accomplishing the Work through all phases of the Project. Contractor shall produce PC check lists for each item of all respective disciplines such as but not limited to, pipeline, piping, mechanical, electrical and instrumentation.

The individual checks and associated actions indicated on the PC check sheets shall be performed and signed off by Contractor whereby Owner will inspect and verify PC activities performed by Contractor and sign off the check lists for selected checks at its discretion.

Contractor's personnel shall be retained through the Pre-Commissioning activities and shall be made available if requested by Employer in order to assist during Employer's commissioning activities. This includes any assistance by manufacturers of packages (e.g. SCADA) during Pre-Commissioning.

The Commissioning Packages (CP) shall be ready for Commissioning when the Pre-Commissioning is finalized.

The Pre-commissioning activities are those specified to be done before start up as stipulated in the specifications, which include but not limited to the following:

1- EQUIPMENT PERFORMANCE TESTING

Contractor shall demonstrate that the performance of all equipment and systems is in compliance with the Contract requirements and specifications which shall include Factory Acceptance Test as well as Site Acceptance Test as well as on line performance testing.

Contractor shall arrange for all Factory Acceptance Tests its own specialists and Owner representatives to be present to witness respective Test runs.

Site Acceptance testing shall be performed at Owner's discretion to ensure as far as this can be made possible, that the equipment has not been adversely affected in transit.

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Contractor shall provide, install and remove any temporary instrumentation or other equipment required for the Performance Test Runs.

Contractor shall maintain detailed logs during Performance Testing and shall document all performance measurements.

Test reports for each equipment and system shall be submitted to Owner and need to be furthermore to be incorporated within the Commissioning Manuals.

c. Ready for Commissioning

The materials or Plant or part thereof, is 'ready for commission' when the plant, unit, or facility, or any part thereof, has been erected in accordance with drawings, specifications, and applicable codes to the extent necessary to permit commissioning and when the pre-commissioning activities have been completed, and all components of the systems have been prepared for commissioning, to the satisfaction of the Employer

d. Contractor's Acceptance Tests

After the Contractor having satisfied himself to the performance and completion of the above preceding stages he shall then perform such tests as are necessary to assure himself that the materials or Plants are in accordance with the Contract (herein called the Contractor's Acceptance Tests) and shall thereupon notify the Employer in writing that the materials or Plant are ready for testing. Notwithstanding the above, some plant supplied by the Contractor cannot be tested or commissioned until the pumps are installed.

e. Commissioning

Commissioning means all operations and activities to be performed by Contractor and/or Subcontractors in order to ensure that equipment and systems are operative and ready for Start-Up.

Contractor shall define the Commissioning Packages into logical discrete parts which can be commissioned and or energised independently from the remaining Scope of Work.

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The identification of the Commissioning Packages shall be shown on coloured marked-up Process Instrument Diagrams and Single Line Diagrams.

All valves will be installed in normal position and locked if required.

Any assistance by manufacturers or Vendors of packages during Commissioning must be included.

During commissioning, the Employer make any operating adjustments required for satisfactory operation of the plant with the assistance of the Contractor

These operations however, shall not constitute a Taking Over or Acceptance and shall not relieve the Contractor from any of the responsibilities under the Contract.

*h. Hand – Over*

Contractor shall, at the ready for Start-Up stage, hand-over each or all finalized Commissioning Packages, which shall comprise all relevant documents in the form of a Hand-Over Dossier to Employer , whereby upon acceptance and signing of the final Hand-Over Certificate by Employer, the operational responsibility for such finalized Commissioning Package or Commissioning Packages is than formally transferred to Employer.

Hand-Over shall not be accepted by Employer if, in its judgement, the area, system, package or equipment is unsafe for commencement of start-Up activities.

The Hand-Over means, a formal transfer by Contractor of the Commissioning Packages (CP) ensuring that equipment and systems are operative and ready for Start-Up (RFS).

Ready For Start-Up is defined as the stage when a commissioning package is (or a group of commissioning packages are) commissioned and ready for Start-Up and handed-over to Employer in accordance with the applicable procedures, whereby the respective Hand-Over Certificates are as such accepted and signed by Employer.

Furthermore, Contractor has correctly trained Employer's personnel for the day-to-day operation and maintenance of the Compression Station and Contractor has supplied the final Operation and Maintenance Manuals.

Employer will arrange for and coordinate all activities during the Start-Up period necessary to bring the system into full operation.

All Start-Up activities shall be based on the Start-Up and Operation Manuals as prepared by Contractor.

Start-Up means, bringing the APC RO Units project to operating conditions of all systems in a defined sequence to enable the performance of the Reliability Performance Tests.

Contractor shall undertake all operational activities during Start-Up with the potential assistance of Vendor's personnel which is including but not limited to the following,

- Introduction of salty feed water, hydraulic testing pressurizing the complete APC RO Units to the correct operation levels

Employer will not undertake any activities such as dismantling of piping systems, flushing, cleaning of filters etc, which are part of the Work until such time that as they have been handed over to Owner.

## **CLAUSE 10 EMPLOYER'S TAKING OVER**

### **Sub-Clause 10.1 Taking Over of the Works and Sections**

Amend the first line of this Sub-Clause as follows:

Except as stated in Sub-Clauses 7.11 and 9.4 [Failure to Pass Tests on Start-up] and except on failure of the Contractor to fully comply and strictly adhere to the defined Stages of Completion and Tests on Start-Up under Sub-Clause 9.1, the Works ....

### **Sub-Clause 10.2 "Taking Over of Parts of the Works"**

Delete this Sub-Clause and substitute:

The Employer shall have the right, subject to the terms of the Contract, to continue the operation of the Project from the date of the Ready for Commissioning of the whole of the Works until the successful achievement of the Performance Guarantee Test and issuance of the Taking Over Certificate for the Works. Such operation shall not in any

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case imply acceptance of the Works and shall not jeopardize any of the Employer rights stipulated in the Contract.

**CLAUSE 11 DEFECTS LIABILITY**

**Sub-Clause 11.2 Cost of Remedying Defects**

Add after sub-paragraph (a) ("the design of the Works"):  
"not being in accordance with the Contract,"

**CLAUSE 13 VARIATIONS AND ADJUSTMENTS**

**Sub-Clause 13.4 Payment in Applicable Currencies**

Delete this Sub-Clause.

**Sub-Clause 13.8 Adjustments for Changes in Costs**

Delete this Sub-Clause.

Delete this Sub-Clause and substitute the following:

The adjustments for changes in costs shall be applied according to the following:

- (a) If there is any change after the Base Date in the cost of the materials listed in the Appendix to Tender, their related unit rates shall be reviewed for the purpose of amendment either by addition or reduction according to the following:
  - (i) If the change is due to a governmental decision for the listed materials priced by the state, and/or
  - (ii) The adjustment in unit rates shall be applied for the increase or decrease in cost of the listed materials by adding to or deducting from the Contract Price the change in materials' cost.

This adjustment shall not include for any change resulting from applying the afore-mentioned Sub-Clause 13.7, and the decision for adjustment shall be taken by the Minister of Public Works and Housing.

- (iii) The materials referred to in paragraph (a) above and to be included in the reimbursements related to the Project's nature shall be the materials listed in the Appendix to Tender. Materials not listed in the Appendix to Tender shall not be adjusted for changes in costs.

**Add Sub-Clause**



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**Sub-Clause 13.9 Evaluation ( To be added to ITT ) after 14.4**

for the purpose of evaluation any additional works or variation orders the contractor shall submit in his financial offer the breakdown of the prices:

Items	Materials	Permanent Plant	Contractor's Equipment	Fuel	Labour	Other Charges	Overhead	Profit	Taxes

**CLAUSE 14 CONTRACT PRICE AND PAYMENT**

**Sub-Clause 14.2 Advance Payment.**

Delete Sub-Clause 14.2 and substitute the following:

- (a) Upon receipt of confirmation from the Contractor that the following matters have been carried out by him:
  - (i) payment of stamps revenue dues and university fees and additional fees;
  - (ii) submittal of Performance Security in accordance with Sub-Clause 4.2;
  - (iii) application for the Advance payment has been made;
  - (iv) Provision of an approved bank guarantee for the advance payment in the full amount of the advance payment issued by a bank located in Jordan and is licensed or allowed to business in Jordan, in terms similar to the form annexed to the Tender Documents and contract particulars.

The **Employer** shall certify and the Employer shall pay, in accordance with Sub-Clauses 14.6 and 14.7, the advance payment amount stated in the Appendix to Tender. The advance payment shall be made in the currencies and proportions in which the Contract Price is payable and shall not be subject to deduction of retention.

Advance payment shall be made by depositing it in the Contract account at the bank specified by the Contractor in one installment, Ten (10%) percent of the Contract Price

The Advance payment shall be repaid through percentage deductions at a rate of 15% from the Interim payments certified by the Engineer in

accordance with this Sub-Clause until such time as the advance payment has been fully repaid, always provided that the advance payment shall be completely repaid prior to a time when 80 percent of the Contract Price has been certified for payment.

Provided that upon issue of the Taking Over Certificate for the whole of the Works or upon termination under Clauses 15 or 16, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer. The amount of the advance payment guarantee shall be progressively reduced as the advance payment is repaid.

(a) The advance payment shall be used by the Contractor exclusively for mobilization expenditures, including the acquisition of the Contractor's Equipment, Plant and Materials in connection with the Works. The Equipment and Plant supplied to the Site shall be in good condition and suitable for use and of such type, size, and capacity appropriate for carrying out the Works, and must be insured in accordance with the Conditions of the Contract.

Should the Contractor misappropriate any portion of the advance loan, the Employer shall have the right to confiscate the Advance Payment Guarantee notwithstanding any objection on the part of the Contractor.

#### **Sub-Clause 14.3 Application for Interim Payments**

(c) The rate of Retention to be deducted from interim payments is Ten percent (10%) up to a limit of Retention Money of Five percent (5%) of the Contract Price.

Delete from item (e) the words starting from "or otherwise" in line 2 till the end.

Delete item (f) from the end of Sub-Clause 14.3, and substitute the following:

(f) The deduction of the amounts that have been paid to the Contractor as certified in all previous payment certificates/statements.

Add the following to the end of Sub-Clause 14.3:

The Contractor shall notify the Employer when he submits the statement to the Employer in its complete form.

Application for Interim Payment shall be in Jordanian Dinars.

#### **Sub-Clause 14.4 Schedule of Payments**

A Schedule of Payments shall be submitted for agreement. The minimum period of interim payments shall be monthly.

#### **Sub-Clause 14.6 Interim Payments**

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“(b)” will be replaced by:

“(b) If the Contractor was or is failing to perform any work or obligation in accordance with the Contract such as, but not limited to, the timely submission of technical documents specified in Employer’s Requirements, and had been so notified by the Employer, the value of this work or obligation may be withheld until the work or obligation has been performed. “

Add the following at the end of Sub-Clause 14.6:

the Employer will reduce the value of any interim certificate if, in his opinion, the Contractor is not observing his responsibilities with regard to the following:

Without limiting the Engineer's power under this Sub Clause, the Employer shall have power to reduce the value of any interim certificate if, in his opinion, the Contractor is not observing his responsibilities with regard to the following:

- (a) provision of shop drawings, samples and the like under Sub-Clauses 4.1 and 7.2
- (b) provision of or revisions to the programme and resource schedules under Sub-Clause 8.3
- (c) health and safety measures under Sub-Clauses 4.8 and 6.7.
- (d) provision or renewal of insurances under Clause 18
- (e) compliance with statutes and regulations under Sub-Clause 1.13
- (f) provision of temporary facilities for the Employer and Engineer.
- (g) provision of Contractor's specified personnel under Sub-Clauses 4.3 and 6.9 and specified in the pre qualification documents upon which the Contractor was pre-qualified and selected to participate in this tender.

With each interim payment the Contractor should attach a release certificate from the Social Security to prove that the Contractor has fulfilled his obligations towards his staff/employees, otherwise no payment would be paid to the Contractor

Add the end of the sub clause the following:

No interim payment and or any other payment/entitlement to be paid to the Contractor without having a released certificate from the Social security , therefore such certificate shall be accomplished/attached with each interim payment/payment

**Sub-Clause 14.8 Delayed Payment**

Delete: the 2nd paragraph, and substitute the following:

The financing charges shall be calculated at the annual rate of 5%, shall be adjusted

**Sub-Clause 14.9 Payment of Retention Money**

Add Sub-Clause 14.9 in its entirety and replace with the following:

Add Sub-Clause 14.9 in its entirety and replace with the following:  
Upon the Employer's consent, and after the issuance of the taking over certificate the Contractor may replace 50 % of retention money with unconditional bank security to be valid till the issuance of performance certificate in accordance with Clause 11.9.

**Sub-Clause 14.10 Statement at Completion**

Sub-Clause 14.10 shall be completed as follows:

“Statement at completion shall include all of Contractor's claims, apart from claims connected with work that has been postponed until submission of the Taking-Over Certificate. Claims that have previously been put forward but not decided or settled shall be repeated in connection with Statement at Completion, if these claims are still maintained. If not, these claims shall be considered to have been withdrawn by the Contractor. Claims that are not included in Statement at Completion shall not be put forward later by the Contractor.”

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

The Contractor shall submit a Discharge Statement in the form attached to these conditions (Form of Discharge Statement for the Payment after taking over of the Works). The Contractor shall also provide evidence of payment to the Engineering Association and Contractors' Association and social security corporation for all manpower working in the project.

**Sub-Clause 14.11 Application for Final Payment Certificate**

Amend item (b) to be:

Any further sums which the Contractor considers due to him under the Contract concerning new occurrences after issuing the Taking-Over Certificate.

If, the Contractor does not submit his final interim statement within 56 days after the expiry of the Defect Liability Period , then the Employer will evaluate the final statement which shall be binding to the Contractor.

**Sub-Clause 14.15 Currencies of Payment**

Delete Sub-Clause 14.15 and substitute the following:

(a) Certified payments shall be made in Jordanian Dinars.

- (b) Payments made to the Employer by the Contractor shall be subject to the following:
- (i) Any amounts reimbursable to the Employer under the Contract shall be paid in the currencies actually expended by the Employer.
  - (ii) Delay damages payable by the Contractor under Sub-Clause 8.7 shall be paid in the currency in which the Contract Price is payable.
  - (iii) If any amount payable by the Contractor to the Employer exceeds the sum payable by the Employer to the Contractor, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor.

Add New Sub Clause:

The Employer will not provide any commitment or to commit himself to any third party including the banks to transfer any monies on behalf of the Contractor.

**CLAUSE 15        TERMINATION BY EMPLOYER**

**Sub-Clause 15.1    Notice to Correct**

1st line , after words “ any obligation” add “ including the safety and environment regulations and low progress rate”

**Sub-Clause 15.2    Termination by Employer**

Add item (g) if the Contractor fails to rectify and mitigate the delays according to sub clause 8.6

.2

**CLAUSE 16        SUSPENSION & TERMINATION BY CONTRACTOR**

**Sub-Clause 16.1    Contractor's Entitlement to Suspend Work**

Delete the first paragraph of Sub-Clause 16.1 and replace with the following:

If the Engineer fails to certify in accordance with Sub-Clause 14.6, or the Employer does not comply with the time for the Contractor's due payments in accordance with Sub-Clause 14.7, the Contractor may, after giving not less than 21 days notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, or the due payment, as the case may be and as described in such notice.

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

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The Contractor shall, within 3 days after the date of submission of the Statement for Interim Payment, notify the Employer with the date of submission of such Statement.

**Sub-Clause 16.2 Termination by Contractor**

Delete paragraph (a) of the Termination Conditions and reference the subsequent paragraphs (a) to (f).

**CLAUSE 17 RISK AND RESPONSIBILITY**

**Sub-Clause 17.6 Limitation of Liability**

Add:

"The limitations of liability described in this Sub-Clause shall not apply to liabilities arising from a rejection of the Works under the provisions of Sub-Clause 1.13 [Compliance with Laws], Sub-Clause 9.4 [Failure to Pass Tests on Completion] and Sub-Clause 11.4 [Failure to Remedy Defects]."

Add the following new sub-clauses

**Sub-Clause 17.7 Structural Warranty For The Project:**

The Contractor's responsibility in respect of structural warranty shall be in accordance with the provisions of the Jordanian Civil Law Items 788 to 791 and shall be for a period of **10** years after the date of issuing the Taking Over Certificate.

**Sub-Clause 17.8 Use Of Explosive Materials**

The Contractor shall carry out all the necessary procedures and take all measures and comply with the Employer's instructions, laws and regulations issued by the authorities having jurisdiction in connection with the use of explosive material, its transportation and storage and any other requirements that may be needed for executing his obligations included in this Contract. This also applies to all combustible materials or any that may have any danger in its use, transfer or storage.

The Contractor shall obtain the permits in connection with these requirements, and proceed with all communications with the authorities and the related sources prior to executing explosions for Works and shall inform the Employer or his representative of the arrangements and

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procedures that shall be taken for storage, transport and use of explosions, knowing that such arrangements and procedures shall not waive the Contractor's responsibility and liability according to laws, regulations and instructions in connection with explosions.

**Sub-Clause 17.9 Bribery**

Add new Sub-Clause 17.9 as follows:

Bribery, in whatever form, whether made by the Contractor or any of his Sub-Contractors or by any of their servants to any member of the Employer's staff or the Supplier, shall constitute sufficient cause for the annulment of this Contract and any other contract between the Contractor and the Employer. Such annulment shall be in addition to any legal liabilities imposed upon the Contractor. For the purpose of this Sub-Clause, any commission paid or gift given to the Employer or to any of their servants with the objective of obtaining any modification or alteration to the Works, or to the standard of workmanship, or achieving any personal benefit, shall be deemed as a bribe.

The Employer shall be entitled to collect any damages due to him in respect of any loss arising from the annulment of the Contract, and to deduct such relevant amounts as aforesaid either from moneys due to the Contractor from the Employer, or from the guarantees submitted by the Contractor.

**Sub-Clause 17.9.1 Other Payments**

- (a) Contractor has fully disclosed in the declaration for other payments attached to this Contract any and all direct or indirect commissions, consulting fees, agent fees, finders fees or other payments, or inducements or the giving of anything of value (collectively, "Third Party payments") to third parties other than any Government Person (a "Third Party"), including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and hereby covenants and agree promptly to disclose to The First Party (The Employer) in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis thereof, upon the earliest to occur of Contractor making or being obligated to make, any such Third Party Payments.
- (b) In the event of any violation or breach of the provisions of Sub-Clause 17.9.1(a), The First Party (The Employer) at its sole option and discretion shall take all or any of the following actions:
  - (i) terminate the Contract, in which event the provisions of Clause 15 shall apply and/or

- (ii) deduct from all or any payments due to Contractor under this Contract an amount equal to two times the amount of any Third Party Payments, and/or
  - (iii) demand that Contractor pay forthwith to The First Party (The Employer), which demand Contractor hereby irrevocably agrees to honor, an amount equal to two times the amount of any Third Party Payment, it being the intention, subject to Sub-Clause 17.9.1(d) below, that the aggregate of amounts to which The First Party (The Employer) is entitled under Sub-Clause 17.9.1 (b) shall not exceed the amount which is two times the amount of all Third Party Payments.
- (c) The Contractor agrees that provisions substantially similar (but in no event less restrictive) to Sub-Clause 17.9.1(a) and 17.9.1(b) above shall be incorporated by Contractor in all agreements with Contractors sub-contractors, suppliers or consultants arising out of or relating to this Contract, and shall also expressly provide that same may, at The First Party (The Employer's) sole discretion, be enforced directly by The First Party (The Employer). The Contractor further agrees promptly to supply to The First Party (The Employer) true and complete copies of such agreements together with evidence of their inclusion in such agreements, forthwith upon the entering into by Contractor of such agreements.
  - (d) Nothing in this Section shall expressly or impliedly make lawful or permissible any Third Party Payments that are otherwise prohibited under applicable law or regulations. The rights and remedies of the First Party (The Employer) under this are in addition to and not in derogation of any other rights The First Party (The Employer) may have under applicable law or regulations.
  - (e) This Sub-Clause shall survive the termination of this Contract.

**Sub-Clause 17.9.2**

**Prohibited Payments**

- (a) Contractor hereby represents and warrants to the First Party (The Employer) in the attached declaration for prohibited payments that no direct or indirect commissions, consulting fees, agent fees, finders fees or other payments, and no inducements or the giving of anything of value, have been made or promised to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to the First Party (The Employer) (collectively, "Prohibited Payments"), including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of the First Party (The Employer) (a "Government Person"), in connection with the solicitation, bidding, negotiation, award or performance of this Contract, and hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made, directly or indirectly, by or



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behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to any Government Person in connection with the amendment, modification, renewal, extension or performance of this Contract.

- (b) In the event of any violation or breach of the provisions of Sub-Clause 17.9.2(a) of this clause, The First Party (The Employer) at its sole option and discretion shall take all or any of the following actions:
  - (i) terminate the Contract, in which event the provisions of Clause 15 shall apply, and/or
  - (ii) deduct from all or any payments due to Contractor under this Contract an amount equal to two times the amount of any Prohibited Payment; and/or
  - (iii) demand that Contractor pay forthwith to The First Party (The Employer), which demand Contractor hereby irrevocably agrees to honor, an amount equal to two times the amount of any Prohibited Payments, it being the intention, subject to Sub-Clause 17.9.2 (d) below, that the aggregate of all amounts to which The First Party (The Employer) is entitled under Sub-Clause 17.9.2(b) shall not exceed the amount which is two times the amount of all Prohibited Payments.
- (c) The Contractor agrees that provisions substantially similar (but in no event less restrictive) to Sub-Clause 17.9.7(a) and 17.9.2(b) above shall be incorporated by Contractor in all agreements with Contractor's subcontractors, suppliers or consultants arising out of or relating to this Contract, and which Provisions shall also expressly provide that the same may, at The First Party's (The Employer's) sole discretion, be enforced directly by The First Party (The Employer). The Contractor further agrees promptly to supply to The First Party (Them Employer) true and complete copies of such agreements together with evidence of their inclusion in such agreements, forthwith upon the entering into by Contractor of such agreements.
- (d) The rights and remedies of The First Party (The Employer) under this Sub-Clause are in addition to and not in derogation of any other rights The First Party (The Employer) may have under applicable law or regulations.
- (e) This Sub-Clause shall survive the termination of this Contract.

**CLAUSE 18 INSURANCE**

**Sub-Clause 18.1 General Requirements For Insurances**

Add at the end of the seventh paragraph after 'Engineer' the words "and the Contractor shall supply the Engineer with original of such evidence or policies. The insurer shall keep the Engineer informed of all modifications introduced to the policy post issuance by direct communication. The Contractor shall not modify the approved policy without the prior approval of the Employer and Engineer".

Add at the end of the sixth paragraph after item (b) new it statement from the insurer/ insurance company that the various insurance requirements clauses of the Contract have been complied with and are fully covered by the policy issued".

Insert at the end of the second paragraph:

The Contractor shall be the insuring party, and the insurance policy shall include provisions for cross-liabilities between the Employer and the Contractor as two separate entities in the insurance policies.

#### **Sub-Clause 18.2 Insurances for Works and Contractor's Equipment**

Delete '.... and profit' from line 3 of the first paragraph.

Add new sub-paragraph 18.2(f) as follows:

In case of any damage to the Works or any materials or Plant or Temporary Works due to Risks covered by the insurance policies, the Contractor shall, as soon as possible, carry out the repairs and the making good of the defects. If the value of the compensation is greater than the amounts paid by the Contractor, then these amounts shall be paid to the Contractor; and if it is less than the cost of repair, then the difference shall be borne by the party responsible for the loss. The replacement value and the additions on it shall be equal to 115% of such replacement cost.

Add at the end of Sub-Clause 18.2:

The insurance shall be effective from the Commencement Date and until

#### **Sub-Clause 18.3 Insurance against Injury to Persons and Damage to Property**

Add the following at the end of Sub-Clause 18.3:

All deductibles shall be borne by the Contractor.

The limit per each occurrence shall be Two hundred Fifty thousand (250,000) JOD (Jordanian Dinars).

The property is APC plant or the Site .

**Sub-Clause 18.4 Insurance For Contractor's Personnel**

Add the following at the end of Sub-Clause 18.4:

"Social Security Insurance" is accepted as part of the insurance for the employees and workers against accidents if the Contractor subscribes in their names with the Social Security Corporation and pays their dues in the specified times.

However, the Contractor must insure them to cover his total liability under this Sub-Clause.

The Contractor shall immediately notify the Employer in writing about any accident which occurs on Site if it results in an injury to any of the labourers or employees or damage to property, and he shall provide him with the details and the affidavits of witnesses. Also, the Contractor shall inform the concerned authorities about such accidents when and if the laws and regulations so require.

**CLAUSE 20 CLAIMS, DISPUTES AND ARBITRATION**

**Sub-Clause 20.2 Appointment Of The Dispute Adjudication Board**

Not Applicable

**Sub-Clause 20.6 Arbitration**

Delete the 1st paragraph starting with the words "Unless settled....." and ending with ".... In Sub-Clause 1.4 [Law and Language]" and replace with the following:

"Unless settled amicably, any dispute in respect of which the DAB's decision (if any) has not become final and binding shall be settled by arbitration according to the following:

- (a) The place of arbitration shall be in Jordan.
- (b) The dispute shall be finally settled under the Jordanian Law of Arbitration,
- (c) The dispute shall be settled by three arbitrators appointed in accordance with the Jordan Laws of Arbitration, and
- (d) The arbitration shall be conducted in the language of communications defined in Sub-Clause 1.4.

Provided that, without the written consent of the Employer, arbitration shall not be entered into until after the completion of the Works under the Contract.

**Sub-Clause 20.8 Expiry Of Dispute Adjudication Board's Appointment**

Not applicable

ADDITIONAL CLAUSES

Add the following new Clauses 21 to 26 (inclusive):

**CLAUSE 21 INCOME TAX AND DUES**

**Sub-Clause 21.1 Local Taxation**

The prices bid by the Contractor shall include for all customs duties, import dues, sales taxes, income tax and other taxes that may be levied in accordance with the laws and regulations in force in Jordan at a date 28 days prior to the closing date for tenders, with the exception of the following exemptions:

(A) APC by virtue of its concession agreement enjoy exemption from

applicable customs for imported materials that is used in its permanent works. Such exemption does not cover materials available in local market.

Accordingly, for materials to be used in the permanent work, Contractor shall procure the same from outside the country in the name of APC in order for such materials to be cleared in APC name and enjoy the exemption.

Despite the aforementioned, the Contractor shall stay responsible for the procurement of such materials and all fees and charges applicable thereon up to delivery of such materials to Site. In case contractor does not comply with the above, any paid customs on such materials shall be borne by the contractor.

(b) Customs duties and import duties on plant temporarily imported for the Works as stated in Clause 24.

(c) Customs duties and import duties on materials and Plant imported for the Works (in accordance with Clause 23), provided that where any such materials and Plant are available in Jordan and are in accordance with the Specifications, there will be no exemption from the payment of import duty.

**Sub-Clause 21.2 Foreign taxation**

The Tender Price submitted by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's

Equipment, Plant, materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

**CLAUSE 22 IMPORT AND CUSTOMS LAWS AND REGULATIONS**

**22.1** For the purpose of this Contract, the Contractor is exempted from the customs duties for the Equipment/material used in the permanent Works, upon exemption, the Contractor shall proceed with all other steps needed to deliver the material to the site, import duties/taxes shall be paid by the Contractor under this Contract, provided that they are imported in the name of the Employer and the Employer's prior written approval is obtained for such imports. The Employer responsibility is to exempt the material from the custom only, all other necessary actions/tasks shall be carried out by the Contractor including the delivery to the Site.

The above applies to imposed permanent material in case such material is not available locally (In Jordan) or produced in Jordan

**22.2** The Contractor shall arrange for imports license, shall pay any incidental clearance expenses required and shall arrange the loading, transport and unloading at Site. In addition, the Contractor shall bear all expenses including shipping costs, landing charges, and all other costs incurred in the importation of Equipment and Materials. The Employer will assist with Customs clearance of material and equipment imported into Jordan for permanent incorporation in the Contract Works or required by the Employer for their operation, and/or maintenance following completion of the Works but without incurring any liability towards the Contractor.

**22.3** If the materials to be imported has locally manufactured equivalent, then such material will not be subject to exemption from customs.

**22.4** The Contractor and his employees shall not be exempted from customs duties and taxes for any commodity imported for personal use.

**22.5** The exemption under this Sub clause shall apply to the Contractor's approved sub-Contractor provided applications are made in the name of the Contractor.

**22.6** In the event that the Contractor is otherwise made to pay any of import duties or charges for imported items which are exempted under this clause he will be entitled to full rebate by the Employer upon presentation of satisfactory evidence of such entitlement and of payment of such fees, duties or charges. Sales tax will not be reimbursed since its the Contractor's responsibility .

**22.7** All payments to the Contractor under this clause shall be made direct, wholly in Jordanian Dinars, and shall not form part of the certificate for payment issued pursuant to clause 14.6.

**22.8** All material which are not incorporated in or expended in connection with the Works shall be re – exported on completion of the Contract or, if offered for re-sale, shall be assessed for duties as applicable to the material involved in accordance with the current regulations in Jordan at the time of re-sale.

**CLAUSE 23**

**EXEMPTIONS AND TEMPORARY ENTRY**

23.1 The Contractor shall be allowed to import into Jordan free of import and customs duties his Constructional Plant on temporary basis needed to execute the Works.

23.2 Temporary entry shall not be permitted for cars, pick ups and similar personal carrying vehicles, offices and residential equipment and supplies or furniture, tools essential spare parts and other consumables, import and customs duties and other charges and dues shall be paid by the Contractor, the cost of which shall be deemed to be included in the Contract price.

23.3 The Contractor shall arrange for import licenses in his name for his Constructional Plant needed for the execution of the Works as certified by the Employer, provided that the Contractor will be required to deposit at his cost a Bank Guarantee with and in favor of the Ministry of Finance – Customs. The amount of this Bank guarantee shall be equivalent to the customs duties that would accrue on the imported items if they have been imported for trade inside Jordan. The Bank guarantee shall be issued from a Bank registered in Jordan. The Contractor shall bear all incidental clearance expenses required.

23.4 Upon satisfactory completion of all import documents, the Contractor shall notify the Employer in advance of arrival in Jordan of imported items; the Contractor will be allowed to clear these items from the customs area on a Temporary Entry Basis.

23.5 The Contractor shall bear all expenses including shipping costs, landing charges, and all other costs incurred in the importation and the exportation of his Constructional Plant required in execution of the Contract.

23.6 All Contractor's Constructional Plant and all other items imported on temporary basis and not so incorporated in the permanent Works but they are needed for execution of the Works, shall be re- exported outside Jordan upon completion of the Works, not later than six months after completion. The respective Bank guarantee will be released upon the presentation of formal evidence from Jordanian Customs authorities certifying that these items have been re-exported, or in the absence of such evidence upon payment of all duties.

**CLAUSE 24**

**DETAILS TO BE CONFIDENTIAL**

The Contractor shall treat the Contract Documents and details of the Contract as private and confidential and save in so far as may be necessary

REPLACE REVERS OSMOSIS UNITS – TOWNSHIP & HUSSIEN HOUSING PROJECT  
EPC Contract  
**IFB # 202100471 /AT**

for the purposes of the Contract, shall not disclose the same or any particulars thereof to any person, nor publish any particulars thereof in any trade or technical paper, publicity material or elsewhere without the consent of the Employer. All documents provided to the Contractor shall be used only for the purposes of the Contract.

**CLAUSE 25 ENTRANCE PERMITS**

The Contractor shall obtain entrance permits for his employees and his vehicles from the concerned Department at APC and concerned Jordanian authority.

The Contractor shall obtain all necessary Access permits imposed by local security and governmental authorities for his employees and his vehicles and to remain valid for the whole construction period.

**LETTER OF TENDER**

IFB # 202100471 /AT

To: Arab Potash Company Ltd.  
Head Office - Shmaisani, Al-Jahiz Street, Amman  
P.O.Box:1470 Amman 11118  
Jordan

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specification, Drawings and the Price Schedules for the execution of the above-named Works, we, the undersigned, offer to execute and complete the said Works and remedy any defects therein in conformity with the said Conditions of Contract, Specification, Drawings and the Price Schedules for the sum of Jordanian Dinars ..... (.....JD) or such other sum as may be ascertained in accordance with the said Conditions.

We wish that the Contract Price (or such other sum as may be ascertained in accordance with the said Conditions) be payable as follows:

..... % in J.D.

We understand that a maximum amount payable in foreign currency is 60% of the Contract Price.

2. We acknowledge that the Appendix to Tender forms part of our Tender.
3. We acknowledge that we have received and incorporated the following Addenda in our Tender:  
.....  
.....  
.....
4. We undertake, if our Tender is accepted, to commence the Works at the Commencement Date defined in clause 1.1.3.2 of the Conditions of Contract and to complete the whole of the Works comprised in the Contract within the Time For Completion defined in clause 1.1.3.3 of the Conditions of Contract.
5. We agree to abide by this Tender for the period of One Hundred and Twenty (120) days from the latest bid submission date and it shall remain valid and binding upon us and may be accepted at any time before the expiration of that period.



REPLACE REVERS OSMOSIS UNITS – TOWNSHIP & HUSSIEN HOUSING PROJECT  
EPC Contract  
IFB # 202100471 /AT

6. Unless and until an Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
  
7. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of.....of the year.....

Signature .....

In the capacity of .....

duly authorized to sign tenders for

.....

Address .....

.....

Witness .....

Occupation .....

Address .....

.....

REPLACE REVERS OSMOSIS UNITS – TOWNSHIP & HUSSIEN HOUSING PROJECT  
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**APPENDIX TO TENDER**

ITEM	SUB-CLAUSE	ENTRY
Employer's Name and Address	1.1.2.2	Arab Potash Company PLC Address: Arab Potash Company Ltd. Head Office - Shmaisani, Al-Jahiz Street, Amman P.O.Box: 1470 Amman, 11118 Jordan
Contractor's Address	1.1.2.3	
Employer Representative's Name and Address	1.1.2.4	To be advised by the Employer in due time
Governing Law		The Law of the Hashemite Kingdom of Jordan.
Time for Completion of the Works	1.1.3.3	90 calendar days after the Commencement Date
Defects Notification Period	1.1.3.7	1 Years calculated from the issuance date of the Taking Over Certificate.
Ruling Language	1.4	English
Language for Communications	1.4&3.2	English
Notice Period for Errors, fault or other defect in the Employer's Requirements or items of reference	1.9.2	14 days
Time for Access and Possession to the Site	2.1	7 days after the Letter of Acceptance
Tender Guarantee		According to the tender invitation/announcement
Amount of Performance Bond	4.2	10% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Period of Performance Bond	4.2A.1	From the Commencement Date to be valid for 30 days beyond the Defect Liability Period and until the issuance of the Performance Certificate
Period of Defects Notification Period Security	4.2B	From the date of issue of the Taking-Over Certificate to the date of issue of the Performance Certificate

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Amount of Advance Payment Bond	4.2C	10% of the Accepted Contract Amount
<b>ITEM</b>	<b>SUB-CLAUSE</b>	<b>ENTRY</b>
QA/QC plan	4.9	Required
Normal working hours		The normal working hours are as defined by Jordan Labour Law, for the following weekly working days: Saturday, Sunday, Monday, Tuesday, Wednesday and Thursday. 8 hours per day from 8am to 4pm.
Delay Damages	8.7	.03 % of Accepted Contract Amount per day for each delayed day
Maximum Amount of Delay Damages	8.7.	10% of the Accepted contract Amount , other than the deduction of the supervision fees
Bonus for Early Completion	8.7	Not applicable
Maximum Amount of Bonus for Early Completion	8.7	Not applicable
Percentage of Retention in each Statement	14.3. &14.9	10 percent of payment due
Limit of Retention Money	14.3.& 14.9	5 percent of the Accepted Contract Amount
submit insurance documents	18	With in 14 days after the Commencement Date
Insurance against design		20% of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificates	14.1&14.3	30,000 JOD
Minimum amount of third party	17.6	Not Applicable
Appointment of DAB	1.1.5.6	Not Applicable
appoint arbitrators in the event of failure by the parties to appoint		According to Jordanian Law
Arbitration procedural rules	annex	According to Jordanian Law

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- 1.1 DECLARATION OF COMPLIANCE WITH**
- 1.2 HSE POLICIES AND REQUIREMENTS**
- 1.3 AND ITS LOCAL REGULATIONS**

REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
EPC Construction Contract  
**IFB # 202100471 /AT**

To: Arab Potash Company Ltd.  
Amman - Jordan

We hereby offer our unreserved declaration that we undertake and agree to comply in full with Employer's requirements for EPC Contractor, Employer's Environment Policies and Environmental Management Plan (EMP) in addition, we also hereby declare that we have reviewed the requirement and regulation available at Employer's offices and we undertake and agree to comply in full with the requirements.

We also hereby declare and agree that, in case the supervision staff notices that our safety performance is below standard they have a full right to terminate the works and penalize our staff as a primary punishment and then dismiss our staff from the site and we stand liable for all direct and consequential losses resulting from this act.

Dated this ..... day of.....of the year.....

Signature .....

In the capacity of .....

duly authorized to sign bids for .....

Address .....

.....

Witness .....

Occupation .....

Address .....

**DECLARATION FOR OTHER PAYMENTS\***

REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
EPC Construction Contract  
IFB # 202100471 /AT

I, We, the undersigned, .....

declare that we have read and comprehended the provisions under Sub-Clause (17.9.1) of the particular conditions related to this Contract and in compliance with this Sub-Clause; we enclose a declaration properly signed and sealed disclosing any and all direct or indirect commissions, consulting fees, agent fees, finders fees or other payments, or inducements or the giving of anything of value, (collectively, "Third Party payments") to third parties other than any Employer Person/Engineer Person (a "Third Party"), including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) hereby covenants and agrees promptly to disclose to The First Party (The Employer) in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of Contractor making or being obligated to make, any such Third Party Payments.

Contractor's Name .....

Name of authorized signatory .....

Signature .....

Seal .....

\_\_\_\_\_

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

**DECLARATION FOR PROHIBITED PAYMENTS\***  
REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
EPC Construction Contract  
IFB # 202100471 /AT

I, We, the undersigned, .....

declare that we have read and comprehended the provisions under Sub-Clause (17.9.2) of the particular conditions related to this Contract and in compliance with this Sub-Clause; we enclose a declaration properly signed and sealed representing and warranting to The First Party (The Employer) that no direct or indirect commissions, consulting fees, agent fees, finders fees or other payments, and no inducements or the giving of anything of value, have been made or promised to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to the First Party (The Employer) (collectively, "Prohibited Payments"), including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of the First Party (The Employer) (a "Employer Person/Engineer Person"), in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to any Employer Person/Engineer Person in connection with the amendment, modification, renewal, extension or performance of this Contract.

Contractor's Name .....

Name of authorized signatory .....

Signature .....

Seal .....

\_\_\_\_\_

\* Contractor is required to submit a declaration for prohibited payments in a separate envelope whether such payments have been paid or not. The offers of all contractors that do not include such declaration will be rejected.

**SCHEDULE 1\***  
**MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT**

Sn	Equipment Description (Type, Model, ...)	Min. Equipment on site	Year of manufacture	New or Used	Owned (O) Leased (L)	Estimated CIF value	Power rating	Capacity

-----

The Tenderer shall enter in this Sheet under appropriate headings all major items of Contractor's Equipment which he proposes to bring on Site for the execution of the Works with the associated considered monthly deployment schedule on site all along the project .

## SCHEDULE 2\*

### KEY PERSONNEL

---

Designation	Name and Nationality	Summary of experience	Qualifications, and present occupation
-------------	----------------------	-----------------------	--

---

#### Headquarters

- Partner/Director in charge
- Other key staff

#### Site Office

The key personnel to be provided must include, without being limited to the following:

- Project Manager with at least 15 years of experience
- Mechanical Engineer with at least 7 years of experience
- Safety Officer with at least 7 years of experience
- QA/QC Manager with at least 7 years of experience
- Electrical Engineer with at least 7 years of experience
- Civil Engineer with at least 7 years of experience
- Commissioning Engineer with at least 7 years of experience
- Other personnel such as foremen and inspectors

And any other key staff deemed necessary for the project completion.

---

\* The Tenderer shall list in this Sheet the key personnel that he proposes to employ at headquarters and on site to supervise the Works, together with their qualifications, experience, positions held and nationality. The proposed key personnel shall be the Tenderer's o



**SCHEDULE 3**  
**SUBCONTRACTORS/ if Any**

Element	Approximate value	Name and address of subcontractor	Statement of similar works previously executed
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**SCHEDULE 4\***

**Proposed Manufacturers/ Suppliers and Schedule of Major Materials  
Submittals**

Complying with Preferred Vendor List, referenced APC

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Goods or materials	Name of manufacturer
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## **SCHEDULE 5**

### **PROGRAMME AND METHOD STATEMENT**

The Tenderer shall provide preliminary details of his proposed programme and method statement for execution of the Works.

The programme shall be in the form of a bar chart showing the principal activities and their duration.

A tentative list of the method statements required at bid stage as well as before/during the work is given in attachment.

Notwithstanding the provision of this Sheet, the Tenderer, if awarded the Contract, will be required to submit new detailed programme and method statement pursuant to Sub-Clause 8.3 of the Conditions of Contract and Part 1 of the Specification for the Engineer's consent, as Contract award will not necessarily constitute consent to this Sheet which will not be considered to constitute the submission required under the said Sub-Clause 8.3.

## FORM OF TENDER SECURITY

REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
EPC Construction Contract  
IFB # 202100471 /AT

To: Arab Potash Company Ltd.  
Amman - Jordan

We have the honour to inform you that we guarantee in your favour Messrs .....  
.....  
of .....  
for the amount of ..... Jordanian Dinars (..... J.D.) in order to  
allow them to submit a tender for the construction, completion, maintenance and delivering  
up of the above named Works. This guarantee shall remain valid for a period of (120) days  
starting on .....

In the event of Messrs .....  
.....withdrawing their tender, or refusing to accept arithmetical  
corrections to his tender, or failing to execute the Agreement when called upon so to do  
before the expiration of the period of validity of this letter of guarantee, or failing to produce  
a Performance Bond in accordance with the Conditions for Tender and Conditions of  
Contract when called upon so to do we irrevocably undertake to pay to you upon your first  
written demand and without any notarial warning or judicial proceedings, notwithstanding  
any objections on the part of the said Messrs

the aforesaid sum of ..... Jordanian Dinars (..... J.D.) in cash.

Dated this ..... day of ..... 20.....

Signature .....

In the capacity of .....

duly authorised to sign this Tender Guarantee for and on behalf of .....

Address.....

Witness.....

REPLACE REVERS OSMOSIS UNITS – TOWNSHIP & HUSSIEN HOUSING PROJECT  
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Occupation.....  
Address.....

**CONTRACT AGREEMENT**

REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
EPC Construction Contract

IFB # 202100471 /AT

THIS AGREEMENT made the ..... day of the month of.....20...

**BETWEEN**

THE EMPLOYER: .....

as the First Party,  
**AND**

THE CONTRACTOR:.....

as the Second Party.

WHEREAS the Employer desires that the Works known as **APC** should be executed by the Contractor, and has accepted a Tender by the Contractor to 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 same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed in their entirety as part of this Agreement, viz:

The Letter of Acceptance dated.....

The Priced Letter of Tender dated.....and Appendix to Tender

Any addenda to the Tender issued before signature of the Agreement

REPLACE REVERS OSMOSIS UNITS – TOWNSHIP & HUSSIEN HOUSING PROJECT  
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Volume I :

- Instructions to Tenderers / ITB.
- - General Conditions of Contract (FIDIC)
- - Conditions of Contract

Volume II :

Front Engineering Design

Volume III :

The Prices Schedules and Rates and Breakdown of Unit Rates and Prices

Volume IV :

Drawings

Volume IIV :

Annexures

3. A. Contract Sum: ..... Jordanian Dinars:.....  
B. Time for Completion ..... Calendar Days: .....
4. 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 execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
5. 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.

IN WITNESS WHEREOF the Parties hereto have hereunder set their respective signatures and seals the day and year first above written.

FIRST PARTY: **EMPLOYER**

SECOND PARTY: **CONTRACTOR**

Signature:.....

Signature:.....

Name : .....

Name: .....

REPLACE REVERS OSMOSIS UNITS – TOWNSHIP & HUSSIEN HOUSING PROJECT  
EPC Contract  
**IFB # 202100471 /AT**

Title ..... : Title: .....

In the presence of: In the presence of ;

Signature:..... Signature:.....

Name : ..... Name: .....

Title ..... : Title: .....

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
EPC Construction Contract  
IFB # 202100471 /AT

To: Arab Potash Company Ltd.  
Amman - Jordan

WHEREAS ..... (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. .... dated ..... to execute ..... (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of ..... (J.D.) ..... (being not less than ten (10) percent of the Contractor's price stated in his tender), such sum being payable in the types of currency in which the Contract Sum is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein and notwithstanding any objection from the Contractor and without any need for notarial warning and judicial proceeding..

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.



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We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the date of issue of the Performance Certificate.

Signature and Seal of the Guarantor: .....

Name of Bank: .....

Address: .....

Date: .....

**FORM OF ADVANCE PAYMENT GUARANTEE**

REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
EPC Construction Contract  
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To Messrs: Arab Potash Company Ltd.  
Amman - Jordan

We have the pleasure to inform you that our bank, .....  
.....  
has guaranteed by a financial guarantee the Contractor, Messrs.....  
.....  
for the sum of JD .....  
payable in Jordanian Dinars as an Advance Payment Guarantee for Tender No.  
..... pertaining to the Project of .....  
..... to ensure the obligations of the Contractor for repayment of  
the advance payment in accordance with the Conditions of Contract.

We undertake to deposit with you the said amount mentioned above or the remaining amount due upon your first written demand without warning or reservation or any other condition, and notwithstanding any objection on the part of the Contractor.

This Guarantee shall remain valid from the date of its issuance and until the repayment of the full amount of the advance payment, and shall be renewed until complete recovery of the advance payment installments.

Issued at: .....

Signature of Guarantor/Bank: .....

Name of Authorized Signatory: .....

Date: .....

## FINAL DISCHARGE STATEMENT

I, we, undersigned,.....

.....

Declare that we have received from.....

amount (.....) Jordanian Dinars as a Final Payment in pursuance of the provisions of the Clauses ( 14.11, 14.12, 14.13 ) of the General Conditions of the Contract for Project REVERSE OSMOSIS UNITS REPLACEMENT

EPC Construction Contract

Now therefore we hereby declare that we have submitted all our claims regarding this project; hence, we discharge..... and the Jordan Government from all obligations and liabilities under the Contract; this statement is final and binding upon us.

Dated .....

Name.....

Name of the authorized signatory.....

Signature.....

Seal.....

## DISPUTE ADJUDICATION AGREEMENT

REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
IFB # 202100471 /AT  
EPC Construction Contract

[for each member of a three-person DAB]

Name and details of Contract

Name and address of Employer

Name and address of Contractor

Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB".

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" First Edition 1999 published by the Federation Internationale des Ingénieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.

2. There are amendments to the General Conditions of Dispute Adjudication Agreement appended to this Dispute Adjudication Agreement.

3. In accordance with Clause 16 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid

- as agreed upon by the DAB members and the Contract Parties; and
- A daily fee of J.D. .... per day shall be paid when a dispute has been referred to the DAB.

4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 16 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.

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5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 16 of the General Conditions of Dispute Adjudication Agreement.
6. The payment for the member shall be 50% from each of both parties.
7. This Dispute Adjudication Agreement shall be governed by the law of the Jordan.

SIGNED BY: SIGNED BY: SIGNED BY:

for and on behalf of the Employer

in the presence of for and on behalf of the Contractor in the presence of the Member in the presence of

Witness: _____	Witness: _____	Witness: _____
Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
Date: _____	Date: _____	Date: _____

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COMPLIANCE LIST TO HEALT, SAFETY AND ENVIRONMENT REQUIREMENTS

REVERSE OSMOSIS UNITS REPLACEMENT PROJECT  
 EPC Construction Contract  
**IFB # 202100471 /AT**

**Contract No.:** ..... **Contractor Name:**.....

**Scope of Contract:**..... **Address:** .....

**Contractor's Signature:** .....

Item #	Environment OH&S REQUIRMENT	Compliance (Y/N)	Remarks
1	A copy of OH&S policy is available upon request of the Contractor		
2	A copy of Hazard Identifications, Risk Assessment & Risk Control (HIRARC) for Contractor Activities Communicated to them.		
3	The Contractor was informed Consultant & Communication for OH&S & Environment Procedures.		
4	Procedure related to the Identification of OH & S Risks, Aspects of Goods, Services Purchased Communicated to the Contractor.		
5	A copy of Emergency & Preparedness Plan Communicated to the Contractor.		
6	Conduct Safety Inspection for Contractor Work Place.		
7	A copy of Structure & Responsibilities toward Environment, OH&S for Contractor Staff.		
8	A copy of safety Instruction for Contractors Communicated to the Contractor.		
9	Procedure for Legal & Other requirement related to Environment OH&S available upon Contractor Request.		

**Prepared by:** .....

**Position:** .....

**Signature:** .....

**Date:** .....