



البتواس العربية  
Arab Potash

# **ARAB POTASH COMPANY**

## **Projects and Expansions Directorate**

### **TENDER DOCUMENT**

#### **FOR**

**Construction & Rehabilitation work for  
the body of Road in APC Plant  
IFB # 202100511  
“Volume 1”**

PREFACE TO VOLUME I

This Volume is one of the below listed volumes, all of which constitute the complete set of Tender Documents for:

Construction & Rehabilitation work for the body of Road in APC Plant

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| <b>Volume 1</b> | Instructions to Tenderers<br>Conditions of Contract   |
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| <b>Volume 3</b> | Method of Measurement and Bill of Quantities/Material |
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INSTRUCTIONS TO TENDERERS

1. Scope of Tender

The Arab Potash Company (APC) herewith referred to as the “Employer” intends employ a Construction Specialist herewith refer to as the “Vendor” or the “Contractor”, to Engineer, Procure, Design, Construction & Rehabilitation work for the body of Road in the Arab Potash Company (APC), and shall have the following Characteristics:

1. Design, Construction & Rehabilitation work for the body of Road in APC Plant, the work includes the removal of the existing asphalt pavement and reconstruct the body of road by install one layer of binder course Asphalt with thickness 7.5cm and wearing course with thickness 5cm. according to drawing provided in the Tender. moreover, any work related to adjust the existing manhole to match with new design proposed for the road work by Contractor with All Reflective guidance required to ensure safe traffic.
2. Design & Construction work for the body of Road in APC Plant, the work includes the removal of the existing asphalt pavement till reach the topping layer and reconstruction of the road according to design for profile of road which shall be provided by Contractor, then implementing layers (base course, sub base course, topping if needed and Asphalt layers with one layer of binder course with thickness 7.5cm and wearing course with thickness 5cm. according to drawing provided in the Tender .moreover any work related to adjust the existing manhole to match with new design proposed for the road work by Contractor. With All Reflective guidance required to ensure safe traffic in APC Plants.
3. Supply and apply curb stone Class A for the road in APC plant according to project Specification.
4. Supply and apply paint work for the road according to project Specification.
5. The storm water (underground GRP pipeline network) and manhole if required shall comply with Specifications.
6. The pavement & Backfilling materials shall comply with the Specification.
7. Thermal and moisture protection system for manhole if required shall comply with the Specifications.
8. All material that used in Construction & Rehabilitation work for the body of Road in APC Plant shall comply with the Specification.

The work shall be performed in strict accordance with the specifications, drawings and other documents listed in this contract and which, by reference, are made an integral part hereof. The Contractor shall familiarize himself with the requirements of all reference material with specific review of clauses on the drawings, notes, instructions, lists, O&M manuals, and specifications.

- 1.2 The successful tenderer will be expected to complete the whole of the Works within the Time for Completion specified in clause 1.1.3.3 of the Conditions of Contract (Refer to Appendix to Tender) while complying with the Time for Completion of Sections defined in the Appendix to Tender.
- 1.3 Throughout the Tender Documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous, and "day" means calendar day.

2. Source of Funds

- 2.1 Funds are provided by the Employer.
3. Joint Venture: Not allowed / Not applicable.
4. Subcontractors: The bidder shall nominate the subcontractors he plans to use. The grade of the subcontractor must be at the same grade as the main bidder. Noting that approving the subcontractor will not release the main bidder from obtaining Employer's approval during construction stage.
5. Qualifications of the Tenderer
- 5.1 The tenderers shall provide the following information on eligibility and qualifications with their tenders to demonstrate the capability and adequacy of their resources to carry out the Works:
- (a) Written Power of Attorney, signed, dated and notarized, authorizing the signatory of the tender to commit the tenderer.
  - (b) Major items of equipment proposed for use in carrying out the Works (Schedule 1).
  - (c) Qualifications and experience of key personnel proposed in the field of the Works for the administration, management, engineers, skill staff and execution of the Contract, both on and off Site, including design personnel involved in design and development of shop drawings. The proposed key personnel shall be the Tenderer's own staff (Schedule 2).
  - (d) Proposals for sub-contracting parts of the Works (Schedule 3).
  - (e) Evidence of the Quality Assurance/ Quality Control Program/Safety procedures adopted in similar works. This requirement is highly needed; hence the Works are to be executed in industrial area. The tenderer shall submit the mentioned requirements for his similar projects executed in the last five years.
  - (f) List of the latest injuries or LTI (Lost Time Injuries) occurred during the execution of similar projects for the last three (3) years.
  - (g) Detailed Program of Works and Detailed method of statement (Schedule 5).

The Programme and method statement shall cover the works, with clearly completion of the milestone for completion and put the Equipment into operation.

The method statement shall present, in addition to the work methodology, how the equipment and crews will be deployed to perform the Works. In particular, the program of works and method statement shall feature the understanding and the capabilities (equipment and crews) for performing

such works.

- (j) Breakdown of Bill of Quantities Unit Rates and Prices (Refer to Sub-Clause 14.1 of the Conditions of Contract).
- (k) Any other information required to be submitted in accordance with the Instructions to Tenderers and the Specification.
- (l) Similar projects in progress and /or completed, with their value/ value of outstanding works, date of start and actual/ anticipated date of completion.
- (m) Reports on the financial standing of the tenderer including, turnover for the last two years, total liabilities, total values of outstanding works, profit before tax, total assets, etc. Audit reports for the last five years shall be submitted.

5.2 The Forms and Volume 3 (Bill of Quantities) provided in the Tender Documents shall be used without exception (subject to extensions of the Schedules in the same format).

5.3 NOT USED

#### 6. One Tender per Tenderer

6.1 Each tenderer shall submit only one tender in the same tender process. No tenderer can participate in the same tender process as a subcontractor while submitting a tender as a main contractor. A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity. A tenderer who submits or participates in more than one tender will cause all proposals in which the tender has participated to be disqualified.

#### 7. Cost of Tendering.

7.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

#### 8. Site Visit

8.1 The Employer may arrange a site visit according to the date and time set in the invitation letter. This site visit is for the Tenderer to obtain for himself, at his own responsibility, all information that may be necessary for preparing the tender and entering into a contract for the construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense. During the site visit, the Tenderer shall obtain for himself all information associated with the Engineer and Employer's site offices, in order to assess all the requirements for maintenance and related services of site offices and office equipment.

8.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all

liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

- 8.3 The tenderer shall be deemed to have understood the nature of the Works and the circumstances pertaining to the Project, as well as all local customs, the required types of labor and labor conditions, and all other conditions related to the tender or which affect his tender prices.

9. Tender Documents

- 9.1 The tender documents comprise the documents listed below and any addenda issued to tenderers in accordance with Clause 11 of these Instructions to Tenderers.

Volume 1	Instructions to Tenderers and Conditions of Contract
Volume 2	Specifications.
Volume 3	Method of Measurement and Bill of Quantities.
Volume 4	Drawings.

- 9.2 The tenderer is expected to carefully examine the contents of all the above documents. Failure to comply with the requirements of tender submission will be at the tenderer's own risk. Pursuant to Clause 26.3 these Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the Tender Documents will be rejected.

10. Clarification of Ambiguities

- 10.1 A prospective tenderer requiring any clarification of the Tender Documents may notify the Employer in writing or by email at the Employer's address indicated in the Invitation for Tenders (not later than 18 days before the deadline for submission of the tenders). The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all participants, including a description of the enquiry but without identifying its source.

11. Amendment of Tender Documents

- 11.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the tender documents pursuant to Sub-Clause 9 of these Instructions to Tenderers and shall be communicated in writing or by facsimile to all participants. Prospective tenderers shall acknowledge receipt of each addendum to the Employer.
- 11.3 To afford prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may extend as necessary the deadline for submission of tenders, in accordance with Clause 22 of these Instructions to Tenderers.

12. Language of Tender

- 12.1 The tender, and all correspondences and documents related to the tender exchanged by the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the tender, the English translation shall prevail.

13. Documents Comprising the Tender

- 13.1 The tender submitted by the tenderer shall comprise the following:

Priced Letter of Tender, together with any offered discount, and Appendix to Tender, signed and stamped by the authorized signatory of the Tenderer.

Written Power of Attorney of signatory of the tender.

Tender Security.

Instructions to Tenderers, and Conditions of Contract - Part I and Part II (Volume 1)

Specifications (Volume 2)

Method of Measurement and Priced Bill of Quantities (Volume 3)

Breakdown of Bill of Quantities Unit Rates and Prices (Refer to Sub-Clause 14.1 of the Conditions of Contract)

Drawings

Information on eligibility and qualifications of the Tenderer including proposed tender resource and materials schedules, proposed manufacturers, tender programme and method statement, proposals for sub-contracting, proposed Quality Assurance programme, as per Clause 5.1 of the Instructions to Tenderers

Addenda issued during the tendering period



Declaration to comply with APC safety and environment policies and its local Regulations

Declaration for prohibited and other payments.

and any other information required to be submitted in accordance with the Instructions to Tenderers and the Specifications.

The information and documents required under Sub-Clause 5.1 of these Instructions to Tenderers "Qualification of Tenderers" shall serve as evidence of the tenderer's capability to carry out the Works. Unless specifically listed in the Letter of Acceptance, or in the Contract Agreement, the information and documents required under Sub-Clause 5.1 of these Instructions to Tenderers, shall not be considered part of the Contract Documents. However, the tenderer will remain responsible for the validity, authenticity, and correctness of the information provided.

The Employer shall base his tender evaluation on the information and documents required under Sub-Clause 5.1 and shall have the right to oblige the Tenderer to commit to a proposed manufacturer/ supplier, if approved at the Tender Stage. Notwithstanding the above, the Tenderer, if retained, shall provide submittals for Engineer's review and approval, after contract award. The Tenderer shall be informed that if an alternative/proposed equal manufacturer/supplier is proposed after contract award, the Engineer shall have the right to reject such manufacturer/supplier as per contract documents, if not in compliance with the contract documents. The Contractor shall bear the results of delays associated with the review of such submittals.

13.2 The submitted documents shall be filled in and completed without exception.

14. Tender Prices

14.1 The Tender shall be for the whole of the Works described of Volume 2 (Specifications) and referred to in Clause 1.3 of these Instructions to Tenderers, based upon the unit rates and prices submitted by the tenderer.

14.2 The tenderer shall fill in rates and prices for all items in the Bill of Quantities. Items for which no rate or price has been entered by the tenderer will not be paid for separately when executed but will be deemed to be covered by the other rates and prices in the Bill of Quantities.

14.3 For the purposes of this Contract, the Successful Tenderer is exempted from customs for the imported Materials/Equipment which are part of the permanent Works.

14.4 The rates and prices quoted by the tenderer are not subject to any adjustment during the performance of the Contract.

14.5 The unit rates in the Bill of Quantities shall be used for the new items having the same nature of Works.

15. Currency of Tender and Payment

15.1 The unit rates and prices shall be quoted by the tenderer in Jordanian Dinars.

16. Validity of Tenders

16.1 Tenders shall remain valid for a period of 120 days after the latest tender submission date.

16.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his tender guarantee, for the period of the extension, and in compliance with Clause 17 of these Instructions to Tenderers in all respects.

17. Tender Security

17.1 The tenderer shall furnish, as part of his tender, a tender security in the form of a bank guarantee the amount is specified in the invitation letter. Tender Security shall be valid for a period of 120 days after the latest tender submission date.

17.2 NOT USED

17.3 The tender security shall be in the form of a guarantee from a bank located in Jordan and licensed in Jordan. The format of the bank guarantee shall be in accordance with the sample form of tender security included in the Tender Documents.

17.4 Any tender not accompanied by an acceptable tender security shall be rejected by the Employer as non-responsive.

17.5 The tender security of the unsuccessful tenderers will be returned as promptly as possible, but not later than 28 days after the expiration of the period of tender validity.

17.6 The tender security of the successful tenderer will be returned when the tenderer has signed the Contract Agreement (if any) and has furnished the required Performance Guarantee.

17.7 The tender security may be forfeited:

(a) if the tenderer withdraws his tender during the period of tender validity.

- (b) if the tenderer does not accept the correction of his tender price, pursuant to Sub-Clause 28.2 of these Instructions to Tenderers; or
- (c) in the case of a successful tenderer if he fails within the specified time limit to
  - (i) sign the Contract Agreement, (if any) and/or
  - (ii) furnish the required Performance Guarantee.

18. Alternative Proposals by Tenderers

18.1 Tenderers shall submit offers that fully comply with the requirements of the Tender Documents, including the technical design as indicated in the Drawings and Specifications. Alternatives will not be considered. The attention of tenderers is drawn to the provisions of Clause 26 of these Instructions to Tenderers regarding the rejection of tenders which are not substantially responsive to the requirements of the Tender Documents.

19. NOT USED

20. Format and Signing of Tender

20.1 All documents shall be stamped, signed, dated, completed and returned as described in the Instructions to Tenderers.

20.2 The "ORIGINAL" and "THREE COPIES" of the tender shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and all pages of documents shall be stamped, signed/initialed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Sub-Clause 5.1 (a) of these Instructions to Tenderers, as the case may be. All pages of the tender where entries or amendments have been made shall be initialed and stamped by the person or persons signing the tender.

20.3 The tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer, in which case such corrections shall be stamped and initialed by the person or persons signing the tender.

21. Submission of Tenders

21.1 The Tenderer shall seal the original of the Tender and the Tender Security, forms of other and prohibited payments, and three copies of same in separate envelopes, clearly marked "ORIGINAL", "COPY 1", "COPY 2" and "COPY 3", which shall then be sealed in an outer package. In the event of discrepancy, the original shall prevail. All documents shall be stamped and signed by an authorized person.

21.2 The package and inner envelopes shall:

a) **The inner Envelope No.1** shall bear the following clear identification:

- ENVELOPE NO. 1 "TECHNICAL DOCUMENTS"
- Name of Tenderer
- Address of the Tenderer

and shall contain:

1. Delegated authority of signatory to Tender Documents.
2. Tender security pursuant to Clause 17 of the Instructions to Tenderers (to be submitted in a separate Envelope attached to Envelope No. 1).
4. All information listed in Clause 5 of Instructions to Tenderers.
5. Declaration to Comply with APC Safety and Environment Policies and its Local Regulations.
6. Compliance list of Environment and safety requirement.
7. Declaration of other payments and declaration for prohibited payments.
8. Volume 1: Conditions of Contract (without pricing).
9. Volume 2: Specifications.

b) **The inner Envelope No.2** shall bear the following clear identification:

- ENVELOPE NO. 2 "COMMERCIAL"
- Name of Tenderer
- Address of the Tenderer

and shall contain:

1. Volume 3: Priced Bill of Quantities Signed and Stamped
2. Priced Letter of Tender including Appendix to Tender Signed and Stamped.
3. Analysis of prices.

c) Only tender original Drawings are to be submitted with Tender signed and stamped.

The **Tender Security**, the **ORIGINAL** and the **COPY**, shall be delivered in separate envelopes attached to Envelope No. 1 of the **ORIGINAL** package and similarly to Envelope No. 1 of the **COPY** package.

(a) be addressed to the Employer at the following address:

Arab Potash Company PLC.  
Procurement Department P.O.  
Box:1470 Amman, 11118  
Jordan  
Tel: +962 6 5200520  
Attn: Mr. Yousef Faouri

Construction & Rehabilitation work for the body of Road in APC Plant

(b) bear the following identification:

Tender for: Construction & Rehabilitation works for the body of Road in APC Plant

DO NOT OPEN BEFORE: Refer to Invitation to Tender.

Each of the two inner envelopes "ORIGINAL" and "THREE COPIES" shall contain all documents listed in Sub-Clause 13.1; the latter are to be returned with the Tender together with three copies of the completed documents and other information listed in Sub-Clause 5.1 and 5.3.

- 21.3 In addition to the identification required in Sub-Clause 21.2 of these Instructions to Tenderers, the Tender shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late" pursuant to Clauses 23 and 24 of these Instructions to Tenderers. Any notice or letter sent by registered mail to the said address shall be considered as if it had been delivered to him.
- 21.4 If the package is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the tender.
- 21.5 In addition to the submission of the tender in accordance with this Clause, and Clause 20 of these Instructions to Tenderers, the tenderer shall return one copy of all other documents provided to him for tendering.
- 21.6 Tenders shall be submitted by hand to the address mentioned above.

22. Deadline for Submission of Tenders

- 22.1 Tenders must be received by the Employer at the address specified above no later than (refer to Invitation to Tender).
- 22.2 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 11 of these Instructions to Tenderers, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

23. Late Tenders

- 23.1 Any tender received by the Employer after the deadline for submission of tenders prescribed in Clause 22 of these Instructions to Tenderers will be returned unopened to the tenderer.

24. Modification and Withdrawal of Tenders

- 24.1 The tenderer may modify or withdraw his tender after tender submission, provided at written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.

- 24.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21 of these Instructions to Tenderers, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 24.3 No tender may be modified by the tenderer after the deadline for submission of tenders.
- 24.4 Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in the forfeiture of the tender security pursuant to Clause 17 of these Instructions to Tenderers.

25. Tender Opening

- 25.1 The Employer will open Envelope No. 1 (Technical Documents) only and examination and evaluation of Documents will be in private. Unsuccessful Applicants will be advised to take back their sealed Envelope No. 2 comprising the priced Tender and Contract Document.

Envelope No. 2 comprising the priced Tender Document for the qualified successful Applicants will be opened, examined and evaluated in private.

- 25.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 of these Instructions to Tenderers shall not be opened.

26. Examination of Tenders and Determination of Responsiveness

- 26.1 Evaluation of tenders will consist of two stages: stage one involves "Technical evaluation". Only Bidders whose technical offer is satisfactory will be considered for the second stage, which consists of the "Commercial Evaluation".  
Prior to the detailed evaluation of tenders, the Employer will determine whether each tender; (i) has been properly signed; (ii) is accompanied by the required securities; (iii) is substantially responsive to the requirements of the Tender Documents; and (iv) provides any clarification and/or substantiation that the Employer may require.
- 26.2 A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the Tender Documents, without material deviation or reservation
- 26.3 The technical evaluation will consider the data/information specified in the clause 5.0 The scoring method will be applied, for the major criteria and as shown in the following table:

Construction & Rehabilitation work for the body of Road in APC Plant

**The technical evaluation will consider the data/information as specified herein, the scoring method will be applied as following:**

	<u>Contractor's Data/information References</u>	<u>Scoring العلامة</u>	<u>المعلومات المرجعية للمقاول</u>
<u>1.</u>	Contractor's years' experience for road work or asphalt paving classification / 2 <sup>nd</sup> or 3 <sup>rd</sup> grade.	<u>5%</u>	<u>سنوات العمل كمقاول</u> سنوات العمل كمقاول رئيسي لتصنيف درجة ثانية او ثالثة طرق او خلطات اسفلتية.
<u>2.</u>	<u>Qualifications and experience of key personnel proposed in the field of the Works for the administration, management, engineers, skill staff and execution of the Contract including design personnel involved in design and development of shop drawings</u>	<u>10%</u>	<u>خبرات ومؤهلات الجهاز الفني والإداري و الهندسي</u>
<u>3.</u>	<u>Evidence of the Quality Assurance/ Quality Control Plan /Safety plan adopted in similar works executed by the tenderer in the last 5years.</u>	<u>5%</u>	<u>خطة ضبط الجودة للمقاول وخطة السلامة في مشاريع مشابهة لأخر خمس سنوات</u>
<u>4.</u>	<u>Compliance with Safety with an evidence of LTI's along with schedule of all employees / manpower from social security Insurance</u>	<u>%5</u>	<u>سجل الالتزام بالسلامة (كشف بالإصابات من الضمان لأخر سنتين) مرفقاً بها كشف بأسماء العمالة من مؤسسة الضمان الاجتماعي</u>
<u>5.</u>	<u>Detailed Program of Works, project bar chart scheduling, and detailed method statement</u>	<u>%25</u>	<u>برمجية و آلية العمل</u>
<u>6.</u>	<u>Similar projects in progress and /or completed, with their value/ value of outstanding works, date of start, and actual/ anticipated date of completion (record from JCCA)</u>	<u>20%</u>	<u>الأعمال المشابهة التي تم تنفيذها من حيث الكم والنوع بموجب شهادة معتمدة من نقابة المقاولين</u>
<u>7.</u>	<u>References in APC conditional to high performance according to Projects and procurement departments records.</u>	<u>5%</u>	<u>سبق و عمل مع شركة البوتاس العربية - بموجب الأداء الفعلي المميز بسجلات ادارة المشاريع واللوازم</u>
<u>8.</u>	<u>Compliance with tender documents</u>	<u>5%</u>	<u>الالتزام بالموصفات ومتطلبات وثائق العطاء</u>
<u>9.</u>	<u>Finance data and status for the last two years</u>	<u>%10</u>	<u>الملائمة المالية (ميزانية آخر سنتين معتمدة من مدقق حسابات ( لن ينظر في اي ميزانية غير معتمدة ) ، التسهيلات الممنوحة من البنوك ) .</u>
<u>10.</u>	<u>Major items of equipment proposed for use in carrying out the Works</u>	<u>10%</u>	<u>المعدات المقدمة لإنجاز العمل</u>
	<b>Total</b>	<b>100%</b>	

- The minimum passing score for technical evaluation is 70%
- The sub-contractors will be subject to the above evaluation regarding the field of the assigned works, if any of the sub-contractors fails will lead to reject the tender.

26.4 If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Evaluation of Tenders

27.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to

tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of the tenderer's tender.

- 27.2 To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with Clause 28 of these Instructions to Tenderers.
- 27.3 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 26 of these Instructions to Tenderers. The Employer's evaluation will be based on both the technical and the commercial offers of the Tenderers. **The technical and the commercial offers will be allocated respectively 60% and 40% of the total score.**
- 27.4 In evaluating the tenders, the Employer will determine for each tender the Evaluated Tender Price by adjusting the Tender Price as follows:
- (a) Making any correction for errors pursuant to Clause 28 of these Instructions to Tenderers.
  - (b) Excluding Provisional Sums and the provision, if any, for Contingencies in the Summary Bill of Quantities, where priced competitively.
  - (c) Making an appropriate adjustment for any other acceptable variations, deviations.
  - (d) Converting the amount resulting from applying (a) to (c) above to a single currency in accordance with Clause 15 of these Instructions to Tenderers.
- 27.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 of these Instructions to Tenderers be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract.
- 27.6 The Tenderer shall make himself aware of the Contractor's responsibilities under the Contract, with regards to the protection of the environment. Evidence of strong environmental awareness shall be provided in the tender.
28. Method of Checking of Tenders
- 28.1 Tenders determined to be substantially responsive will be checked by the Employer



for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

28.2 The amount stated in the Letter of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount of tender, his tender will be rejected, and the tender security may be forfeited in accordance with Sub-Clause 17.7(b) of these Instructions to Tenderers.

29. NOT USED

30. Award

30.1 Subject to Clauses 27 and 31 of these Instructions to Tenderers, the Employer will award the Contract to the tenderer whose tender has the most economically advantageous price.

31. Employer's Right to Accept any Tender and to Reject any or all Tenders

31.1 Notwithstanding Clause 30 of these Instructions to Tenderers, the Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action.

32. Notification of Award

32.1 NOT USED

32.2 Prior to expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Accepted Contract Amount").

32.3 The notification of award will constitute the formation of the Contract.

32.4 Upon the furnishing by the successful tenderer of a performance guarantee, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

33. Signing of Contract

33.1 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer will send the tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.

33.2 Within 14 days of receipt of the Contract Agreement, the successful tenderer shall sign the Form and return it to the Employer.

34. Performance Security

34.1 Within 14 days of receipt of the notification of award from the Employer, the successful tenderer shall furnish to the Employer a performance security in the form of a bank guarantee in a value of 10% of the Contract Prices. The performance security shall be in accordance with the form provided in the Tender Documents. The performance security shall be valid 30 days beyond the end of Defect Notification Period/Maintenance Period/Defect Liability Period

34.2 The performance security, to be provided by the successful tenderer in the form of a bank guarantee, shall be issued by a bank located in Jordan and is licensed in Jordan.

35. Payments of Revenue Stamps, University Fees and Registration

35.1 Tenderers are advised that they shall pay revenue stamps and university fees which are required under Jordanian Laws and shall submit evidences of this to the Employer in due time. The Tenderers shall be responsible for registration with all necessary organizations in Jordan (i.e., Ministry of Industry and Ministry of Public Works and Housing, Engineers Association, .... etc) and abroad, and pay the fees therefore, and shall be liable for any other charges and taxes including but not limited to sales taxes which are required to be paid under the Jordanian laws and regulations, as from time to time effective in Jordan. Sales tax and other taxes shall be the Contractors' responsibility.

# CONDITIONS OF CONTRACT

## GENERAL AND PARTICULAR CONDITIONS

**GENERAL AND PARTICULAR  
CONDITIONS OF CONTRACT**

A21:1 PART I - GENERAL CONDITIONS

1021 GENERAL CONDITIONS: The General Conditions of Contract shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999 Part I, published by the Fédération Internationale Des Ingénieurs-Conseils (FIDIC), P.O. Box 86, CH 1000 Lausanne, 12-Chailly, Switzerland. The Contractor is deemed to have full knowledge of the General Conditions.

A21:2 PART II - PARTICULAR CONDITIONS

1025 PARTICULAR CONDITIONS: The following Particular Conditions are additional to or amend the General Conditions, as appropriate. They are to be read and construed in conjunction with the General Conditions. In the event of any discrepancy between the General Conditions and the Particular Conditions, the Particular Conditions shall take precedence.

## PART II - PARTICULAR CONDITIONS

### 1.1 DEFINITIONS

Amend the following definitions in Sub-Clause 1.1

1.1.1.5 Add at the end of this Sub-Clause:

The '**Specifications**' shall be deemed to include the Specification issued by the Ministry of Public Works and Housing (MPWH) and the Special Specification (Volume 2) prepared by the Employer. In the event of any discrepancy between the two, the Special Specification (Volume 2) shall take precedence.

1.1.2.2 Add at the end of this Sub-Clause:

The "**Employer**" is Arab Potash Company PLC. (APC)

1.1.2.3 Delete and replace with:

1.1.2.3 "**Contractor**" means the enterprise or firm 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.

1.1.3.2 Delete and replace with:

1.1.3.2 "**Commencement Date**" means the date for commencement which shall be within 7 days after the Contractor receives the Letter of Acceptance.

1.1.3.4 Delete and replace the expression "Tests on Completion" whenever it appears in this Contract with:

1.1.3.4 "**Tests on Start-Up**" means the tests specified in the Contract and as required by the Supplier or otherwise agreed by the Engineer and the Contractor, and which are to be made by the Contractor at the Start up stage of the works, as defined in Clause 9.

1.1.3.5 Delete and replace with:

1.1.3.5 "**Taking Over Certificate**" means a Certificate issued pursuant to Clause 10 for the whole of the works or sections or parts of the works.

1.1.3.6 Delete and replace the expression "Tests after Completion" whenever it appears in this Contract with:

1.1.3.6 "**Tests after Start-up**" means the tests (if any) specified in the Contract and as required by the Supplier or otherwise agreed by the Engineer and the Contractor, and which are to be made by the Contractor after the taking over certificate is issued for the whole works.

1.1.3.7 Add at the end of this Sub-Clause:

The term "**Defects Notification Period**" is also referred to in some Contract Documents as "Maintenance Period" or "Defects Liability Period" and the alternative wording, where used shall be construed as 'Defects Notification Period'.

1.1.3.9 Add at the end of this Sub-Clause:

Day and year are as identified using the Gregorian calendar.

Insert the following new definitions in Sub-Clause 1.1:

1.1.2.11 "**Jordan**" means the Hashemite Kingdom of Jordan

1.1.2.12 "**Engineer's Representative and or Project Manager**" means a technical person appointed from time to time by the Engineer or the Employer under Sub-Clause 3.2.

(the Engineer might be from the Employer staff and might act as Employer's Representative)

1.1.2.13 "**First Party**" means the Employer Arab Potash Company PLC (APC).

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.

1.1.2.17 "**Employer's Representative**" means the person appointed by the Employer to act on his behalf. The Employer's Representative might act the Engineer under this Contract

1.1.2.18 "**Supplier**" or "**Vendor**" means the party with whom APC has entered in an agreement to supply equipment and supervise the erection, testing and commissioning of the whole equipment, and the supplier's (vendor's) legal successors in title, but not any assignee to the supplier (vendor).

1.1.4.13 "**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.

- 1.1.4.14 **"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.

## 1.2 INTERPRETATION

Add the following paragraph at the end of Sub-Clause 1.2:

In all Conditions of Contract, profit is to be 5% of the cost when stated in the words ..... 'together with reasonable profit'.

## 1.4 LAW AND LANGUAGE

1.4 Delete and replace with:

## 1.4 LAW AND LANGUAGE

1.4.1 English shall be the ruling language of the Contract and consequently all communications, notices and Taking-Over Certificates shall be drawn up in this language except Official circulars and correspondence issued by Governmental Departments which are usually drawn up in Arabic.

1.4.2 The law which shall apply to the Contract and according to which the Contract shall be construed shall be the laws in force in Jordan.

## 1.5 PRIORITY OF DOCUMENTS

Amend sequence (a) to (h) to read as follows:

- (a) The Contract Agreement (if any),
- (b) The Letter of Acceptance,
- (c) The agreed correspondences before awarding
- (d) The Priced Letter of Tender,
- (e) The offer
- (f) The Particular Conditions,

- (g) These General Conditions,
- (h) The Specification, the Drawings, and Method of Measurement and Bill of Quantities.
- (i) The Schedules and any other documents forming part of the Contract,
- (g) Instructions to Tenderers.

## 1.6 CONTRACT AGREEMENT

Delete the last sentence and replace with the following:

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.

### THE EMPLOYER

## 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.

### THE ENGINEER

## 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.

## 3.1 ENGINEER'S DUTIES AND AUTHORITY

Delete the fourth paragraph.

Add the following at the end of Sub-Clause 3.1:

The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, provided that he shall obtain the specific approval of the Employer, in compliance with the terms of his appointment, and after submitting his recommendations to the Employer in writing, in the following matters:



- (i) issuing variation orders.
- (ii) deciding on the extension of Time for Completion and application of delay damages.
- (iii) approving the appointment of Subcontractors; and
- (iv) issuing orders of suspension of Works

The Contractor shall be considered as having previous knowledge that the Engineer shall obtain the prior approval of the Employer in the matters specified in Clause 3 of the General Conditions.

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

#### 3.4 REPLACEMENT OF THE ENGINEER

Delete this Sub-Clause and replace with the following:

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer.

#### 3.6 ADMINISTRATIVE MEETINGS: \_

Add new Sub-Clause 3.6 as follows:

The Engineer and the Contractor's Representative may call each other for administrative meetings to study the Works' matters, and in this case the Engineer shall prepare minutes of the meeting and provide copies to all the attendees and the Employer, taking into consideration that responsibilities for actions to be taken by any of the attendees shall comply with the Contract Conditions.

The Employer / Employer's Representative has the option to attend and chair such meetings.

## THE CONTRACTOR

### 4.1 CONTRACTOR'S GENERAL OBLIGATIONS\_

Insert the following after the end of this Sub-Clause:

With respect to the execution of the Works:

The Contractor shall take care not to load any structure above the design loads and shall not pile up materials or loads in any manner that may endanger the safety of the structures.

The Contractor is bound to maintain and repair Temporary Works in a proper manner.

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

The Contractor shall check the design upon its receipt within 21 days and shall promptly notify the Employer and the Engineer of any error, omission, fault or any other defect affecting the construction activities, in the design of or specifications for the Works which he discovers when reviewing the Contract documents and other drawings issued by the Engineer and before the execution of the Works. 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 of or Specifications for the Works.

### 4.2 PERFORMANCE SECURITY

Delete the 2nd, 3rd and 4th paragraphs 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.

#### 4.4 SUBCONTRACTORS

Add this paragraph at the end of the Clause:

The maximum share of the work undertaken by Subcontractors shall not exceed 30% of the Accepted Contract Amount unless a Subcontractor is required in accordance with the Contract. During the execution of the Works, the Contractor shall submit to the Engineer and the Employer copies of all Subcontract agreements. The Sub-contractor shall be subject to the approval of the Employer.

#### 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 workmen 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 Plants, and might be there common and or intersection of the Works, therefore perfect coordination between the activities shall be adopted and respected

#### 4.8 SAFETY PROCEDURES

Add the following three paragraphs at the end of this Clause:

In the event that various contractors are working on Site at the same time, the safety procedures shall be reconsidered and the Employer's liabilities for such procedures are to be defined.

The Contractor, Employer and Engineer shall comply with the national building code for safety requirements.

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.

#### 4.10 SITE DATA

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

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.

#### 4.12 UNFORESEEABLE PHYSICAL CONDITIONS

Delete from the second line of the second paragraph the words '..... as soon as practicable' and replace with '..... within a maximum of Seven (7) days from the occurrence'

#### 4.15 ACCESS ROUTE

Add at the end of Sub-Clause 4.15 as follows:

If any damage occurs to the roads/highway adjacent to the Works and/ or to the site access road and causeway head as a result of the Contractor's activities, the Contractor shall arrange in close consultation with the Engineer and the Employer to repair such damages in accordance with the MPWH relevant standards bearing all associated costs, charges and expenses. The Contractor's responsibility shall cover damages caused by himself or his subcontractors employed to furnish any task associated with the Works.

#### 4.19 ELECTRICITY, WATER AND GAS

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

The Cost of water is 1.3 JD/m<sup>3</sup> and the cost of electricity is 500fils/ kw. 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.

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

4.25 TEMPORARY FACILITIES AND SERVICES FOR THE ENGINEER/  
EMPLOYER

Add new Sub-Clause 4.25 as follows:

If the Contractor fails to provide and maintain any of the Temporary facilities and services required for the use of the Engineer's / 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.

STAFF AND LABOUR

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.

6.5 WORKING HOURS

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

The Contractor shall comply with the provisions of the Labor Law and the regulations of Security Authorities in respect of the working hours.

Subject to Employer's prior approval the Contractor might be allowed to work beyond the normal working provided that he submits his proposed work arrangements.

The Contractor shall pay the overtime for supervision staff, in case the Contractor requests to work beyond the normal working hours

Add new Sub-Clauses 6.12 to 6.20 as follows:

6.12 EXPATRIATE LABOUR

The Contractor shall, in accordance with his compliance with the regulations and special instructions for the employment of local and expatriate labor, maintain the current required ratio between local and expatriate labor, and shall carry out himself the necessary procedures for obtaining the required visas, residence permits, work permits and all other permissions required for the residence, employment and repatriating of expatriate personnel.

6.13 REPATRIATION OF LABOUR

The Contractor shall be responsible for the return to the place where they were recruited, or to their domicile, of all persons that he has recruited and employed for the purposes of, or in connection with, the Works and he shall maintain such persons as are to be so returned in a suitable manner until they have left the Site or, in the case of persons who are not nationals and who have been recruited outside Jordan, have left Jordan.

6.14 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.

6.15 HOLIDAYS AND RELIGIOUS CUSTOMS

The Contractor shall, in all dealings with labor in his employment, have due regard to the working hours prescribed in the labor law for the time being in force, and shall observe the weekly days of rest, public holidays and recognized religious customs and holidays.

6.16 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.

6.17 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 Engineer. The Contractor shall warn his Contractor's Personnel of the dangers of local hazards.

6.18 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.

6.19 ALCOHOLIC LIQUOR OR DRUGS

The Contractor shall not bring into the Site, nor allow the importation on to the Site or to any accommodation provided for his Personnel, any alcoholic liquor or narcotic drugs, nor permit the use or disposal of the same by his agents, employees, servants or any of his sub-contractor's workmen and servants.

6.20 ARMS AND AMMUNITION

The Contractor shall not bring to the site or use on it, any arms, ammunition or explosive materials prohibited by law, and shall prevent his Personnel, agents, employees, servants or any of his sub-contractor's workmen and servants from having or using such arms and ammunitions on Site.

PLANT, MATERIALS AND WORKMANSHIP

7.4 TESTING

Add the following at the end of Sub-Clause 7.4:

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.

The Contractor shall give the Employer and the Engineer a 21-day notice before the dates of tests that may be held outside the country of project.

Add the following new Sub-Clauses 7.9 to 7.12

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.

7.10 REJECTION, RECTIFICATION AND RE-INSPECTION AND TESTING

If, as a result of inspection and tests in accordance with this Clause, the Engineer determines that any materials or workmanship are not in accordance with the Contract, he shall issue a written notice of rejection to the Contractor, stating the details and reasons for rejection. The Contractor shall promptly carry out all remedial work necessary and notify the Engineer when the defects have been rectified.

The Engineer shall, if he considers it necessary, require the inspection and tests to be repeated. All additional costs incurred by the Employer in such reinspection and testing shall be paid by the Contractor and may be deducted by the Employer from any sums due to the Contractor.

7.11 FAILURE TO PASS TESTS

If, despite rectification, reinsertion and retesting in accordance with Sub- Clause 7.10 the materials or Plant fails to pass the tests, the Engineer, 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, reinspection 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

7.12 PAYMENT FOR INSPECTION SERVICES

The Contractor shall pay the traveling, accommodation, subsistence and time costs of the Engineer 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 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.

### COMMENCEMENT, DELAYS AND SUSPENSION

#### 8.3 PROGRAMME

Add the following at the end of Sub-Clause 8.3:

The programme shall fully comply with the requirements contained in the General Provisions of the Specifications. 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 Works, and the dates on which the Contractor expects to deliver the various parts to the Employer upon completion.

When preparing any 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 Engineer's instruction to revise the programme. The Contractor shall give consideration to any remarks or objections raised by the Engineer on his revised programme, and shall amend and resubmit within 7 days from receiving such remarks or objections.

The programme shall consider the milestones dates specified in the Appendix to Tender.

#### 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 Engineer shall be entitled to take into account the effect of Works omitted by any instruction issued by him pursuant to Clause 13 and any delays for which the Contractor is responsible.

## 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.

Without prejudice to the Employer's rights in the Contract, If the Contractor did not treat/mitigate 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 to the clause 15 , by terminating the Contract and executing the remaining Works at the Contractor's cost.

## 8.7 DELAY DAMAGES

Delete the first sentence of the second paragraph.

Add the following at the end of Sub-Clause 8.7:

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

## 8.13 ENGINEER'S AND SUPPLIER'S ADDITIONAL SUPERVISION FEES

Add new Sub-Clause 8.13 as follows:

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 obliged to pay additional fees for the Engineer's supervisory staff on Site and for the Supplier's Staff, 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.

### TESTS ON START-UP

#### 9.1 CONTRACTOR'S OBLIGATIONS

Add the following paragraph at the end of Sub-Clause 9.1:

Tests that must be completed before issuing the Taking Over Certificate shall be as stated in the Specifications, and in case of sectional completion of the Works the testing requirements must take into consideration that parts of the Works are not complete.

### EMPLOYER'S TAKING OVER

#### 9.5 STAGES OF COMPLETION AND TESTS ON START-UP

Add new Sub-Clause 9.5 as follows:

The Contractor shall strictly adhere to the following Stages which would lead to the Completion, Testing and Commissioning of the Works, 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.

(a) Mechanical Completion

Mechanical completion means that the Contractor has:

1. Provided installation of the equipment/material either supplied by the Employer or by the Contractor in accordance with drawings, specifications and vendors instructions.
2. Complete 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. Complete final clean up, painting works.
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. the snags are being completed

b. Precommissioning

Pre-commissioning activities are those specified to be done before start up as stipulated in the specifications.

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 precommissioning activities have been completed, and all components of the systems have been prepared for commissioning, to the satisfaction of the Engineer.

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 Engineer 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 Employer's' supplied Equipment/Material have been erected, commissioned etc.

e. Commissioning

Commissioning activities are associated with running or operating the plant by the Contractor including supply of all the facilities/testing tools/devices to perform these tasks.

During commissioning, the Engineer, the Employer and the Contractor may 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. Tests on Start-Up

Start-up means the power up of the Equipment (with all control loops). At this stage the Contractor shall perform the "Tests on Start-Up" which are the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor. Tests on start-up, the Contractor shall carry out the performance tests of systems.

10.1 TAKING OVER OF THE WORK 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 9.5, the Works ....

11.3 EXTENSION OF DEFECTS NOTIFICATIONS PERIOD

Add at the end of Sub-Clause 11.3 the following:

The provisions of this Clause shall apply to all replacements or renewals of Plant carried out by the Contractor to remedy defects and damages as if the replacements and renewals had been taken over on the date they were completed. The Defects Notification Period for the whole Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a major defect or damage that is under the Contractor's responsibility.

MEASUREMENT AND EVALUATION

12.1 WORK TO BE MEASURED

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

For the purpose of ascertaining and determining the value of the Works as stated in this Sub-Clause, the Measurement of the Works as executed and associated As-Built Drawings shall be carried out by the Contractor progressively and timely, and submitted to the Engineer for his approval.

12.2 METHOD OF MEASUREMENT

Delete this Sub-Clause and substitute the following:

The Works shall be measured in accordance with the Method of Measurement and in accordance with the descriptions of items and preambles stated in the Bill of Quantities.

A general principle in the Method of Measurement is that no item will be measured under two separate items.

### 12.3 EVALUATION

Delete (a) and (b) and the final two paragraphs from Sub-Clause 12.3 and replace with the following:

- (a) The measured quantity of this item is increased or decreased by more than 25% from the quantity of this item stated in the Bill of Quantities or any other priced schedule and the result of multiplying the change in quantity by the Contract's unit rate exceeds 15% of the Accepted Contract Amount and where this item is not stated in the Contract to be a lump sum item, or
- (b)
  - (i) The work was subject to variation order issued according to Clause 13,
  - (ii) No unit rate or price has been stated for the item in the Contract, and
  - (iii) No unit rate or price is applicable, because the nature of the work is not similar to any Contract item or the work is not executed in similar conditions.

Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable.

If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with reasonable profit, taking account of any other relevant matters.

Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates.

In all cases the new unit rate shall be applied as follows:

- (a) In case of increase, the new unit rate shall be applied to the change in quantity from that stated in the Bill of Quantities.
- (b) In case of decrease, the new unit rate shall be applied to the remaining quantity of that stated in the Bill of Quantities.

### VARIATIONS AND ADJUSTMENTS

### 13.3 VARIATION PROCEDURE

Add the following at the end of Sub-Clause 13.3:

The Contractor shall realize that the formal issuance of variation orders requires the Employer's Approval as per Sub-Clause 3.1.

13.8 ADJUSTMENTS FOR CHANGE IN COST

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 subject to presenting certification evidence in this regard.

- (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.

CONTRACT PRICE AND PAYMENT

14.1 THE CONTRACT PRICE

Delete sub-paragraph 14.1(d) and substitute the following:

For the purposes of Statements under Sub-Clause 14.3 and Evaluation under Sub-Clause 12.3 the Contractor shall submit with his Tender, the following information concerning the Contract Price:

- (a) a breakdown of all lump sums included in the Tender
- (b) a breakdown of all unit rates and prices contained in the priced Bill of Quantities

in a form similar to this:

B.O.Q. Item	Materials	Permanent Plant	Contractor's Equipment	Fuel	Labor	Other Charges	Overhead	Profit	Taxes

The Engineer shall have the right to request, and the Contractor shall provide a further breakdown of all unit rates and prices including a detailed breakdown of "other charges".

#### 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 or a foreign bank that is licensed or allowed to business in Jordan, in terms similar to the form annexed to the Tender and Contract Particulars,

The Engineer 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 10% 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 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.

#### 14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES

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

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

- g) the deduction of the amounts that have been paid to the Contractor as certified in all previous payment certificates.

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

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

Application for Interim Payment shall be in Jordanian Dinars.

#### 14.6 ISSUE OF INTERIM PAYMENT CERTIFICATES

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

Without limiting the Engineer's power under this Sub-Clause, the Engineer 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.
- (h) overtime for the Employer's/Engineer's site supervision staff
- (i) Liquidated damages according to clause 8 including the supervision fees

With each interim payment the Contractor should attached 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

#### 14.8 DELAYED PAYMENT

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

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

#### 14.9 PAYMENT OF RETENTION MONEY

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

Upon the Employer's consent, 50% of the retained money may be substituted with a special security when the Retention Money reaches 80% of the Limit of Retention Money stated in the Appendix to Tender. In case of applying the aforementioned paragraph, the entire Retention Money and the special security shall be returned after acceptance of the Works, and submitting the Performance Certificate (Final Acceptance Certificate).

#### 14.10 STATEMENT AT COMPLETION

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.

#### 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.

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.

Termination by the Employer

SUSPENSION AND TERMINATION BY CONTRACTOR

15.1

**Notice to Correct**

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

15.2

**Termination by Employer**

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

16.1

**CONTRACTOR'S ENTITLEMENT TO SUSPEND WORK**

Delete the first three paragraphs of Sub-Clause 16.1

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

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.

16.2 TERMINATION BY CONTRACTOR

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

RISK AND RESPONSIBILITY

17.7 STRUCTURAL WARRANTY FOR THE PROJECT:

Add new Sub-Clause 17.7 as follows:

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.

17.8 USE OF EXPLOSIVE MATERIALS.

Add new Sub-Clause 17.8 as follows:

The Contractor shall carry out all the necessary procedures and take all measures and comply with the Engineer'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 Engineer or his representative of the arrangements and 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.

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 Engineer's personnel 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 the Engineer 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.

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.

#### 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 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.

## INSURANCE

### 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 item “(c) a 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.

## 18.2 INSURANCE 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 Contractor shall insure any equipment provided by the Employer directly delivered to Site for not less than the fully replacement value to a minimum of JD 600,000. The insurance shall be effective from the Commencement Date and until the date of issue of the Performance Certificate

## 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.



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 Engineer in writing about any accident which occurs on Site if it results in an injury to any of the laborers 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.

CLAIMS, DISPUTES AND ARBITRATION

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 Ruling Law as set in Appendix To Tender, 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.

20.8 EXPIRY OF DISPUTE ADJUDICATION BOARD'S APPOINTMENT.

Amend paragraph (b) of this Sub-Clause to read as follows:

- (b) The dispute shall be referred directly to arbitration under Sub-Clause 20.6.

ADDITIONAL CLAUSES

**Add the following new Clauses 21 to 27 (inclusive):**

21 Not Used.

22 INCOME TAX AND DUES

22.1 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) Customs duties and import duties on plant temporarily imported for the Works as stated in Clause 24.
- (b) 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 manufactured in Jordan and are in accordance with the Specifications, there will be no exemption from the payment of custom and import duties.

22.2 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.

23 IMPORT AND CUSTOMS LAWS AND REGULATIONS

23.1 For the purpose of this Contract, the Contractor is exempted from the customs clearance but all import duties/taxes shall be paid by the Contractor under this Contract for imported material and equipment used in permanent Works, 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, all other necessary actions/tasks shall be carried out by the Contractor including the delivery to the Site

- 23.2 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.
- 23.3 The above mentioned exemptions do not extend to any charges levied by the Government of Jordan on locally produced items or locally –produced items for which customs duties and or other have been levied, unless the local produced items are not available in sufficient quantities of different standard to that which is specified in the Contract.
- 23.4 The Contractor and his employees shall not be exempted from customs duties and taxes for any commodity imported for personal use.
- 23.5 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.
- 23.6 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.
- 23.7 All payments to the Contractor under this clause shall be made direct, wholly in Jordanian Dinars, and shall not form part of the Engineer's certificate for payment issued pursuant to clause 14.6.
- 23.8 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.

## 24 EXEMPTIONS AND TEMPORARY ENTRY

- 24.1 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.

- 24.2 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.
- 24.3 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 Engineer, 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.

25 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 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.

26 ENTRANCE AND SECURITY ACCESS PERMITS

The Contractor shall obtain entrance permits for his employees and his vehicles from the concerned Department at the Employer's facilities.

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.

27

#### REGISTRATION

The Contractor shall provide a valid registration with the Authorities jurisdiction such as Establishments/ Associations/Ministries in Jordan and as required under Jordanian Laws and regulations prior to award of contract.

**LETTER OF TENDER, APPENDIX AND GUARANTEE**

**CONTRACTUAL FORMS AND GUARANTEES**

**LETTER OF TENDER**

**FOR**

Construction & Rehabilitation work for the body of Road in APC Plant

To: Arab Potash Company PLC.  
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 Bill of Quantities 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 Bill of Quantities for the sum of Jordanian Dinars  
.....  
.....  
.....(..... JD) .
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.
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 .....

.....

**APPENDIX TO TENDER**

[Note: with the exception of the items for which the Employer’s requirements have been inserted, the following must be completed before the Tender is submitted]

<b>Item</b>	<b>Sub-Clause</b>	<b>Data</b>
Employer’s name and address	1.1.2.2 & 1.3	Arab Potash Company PLC. Head Office - Shmaisani, Al- Jahiz Street, Amman P.O.Box:1470 Amman, 11118 Jordan
Contractor’s name and address	1.1.2.3 & 1.3	_____
Engineer’s name and address	1.1.2.4 & 1.3	Arab Potash Company
Type of Contract	---	Remeasured Contract
Time for Completion of the Works	1.1.3.3	two (2) months from the Commencement Date .
Defects Notification Period	1.1.3.7	Three Hundred Sixty-Five (365) calendar days from the date of the Taking – Over of the Works
Delay Damages	8.7	1% of the final Contract Price Per Week

<b>Item</b>	<b>Sub-Clause</b>	<b>Data</b>
Electronic transmission systems	1.3	Emails
Governing Law	1.4	The law of Jordan
Ruling language	1.4	English
Language for communications	1.4	English except as provided for in Sub-Clause 1.4
Time for right of access to and possession of the site	2.1	Within 7 days of the Commencement Date
Amount of Performance Security/Bond	4.2	Bank Guarantee for ten percent (10%) of the Accepted Contract Amount valid until the issuance of the Performance Certificate.
Working hours	6.5	The normal working hours are as defined by Jordan Labor Law, for the following weekly working days: Saturday, Sunday, Monday, Tuesday, Wednesday and Thursday. 8 normal hours per day from 8:00 to 16:00.
Maximum amount of delay damages	8.7	0.3 % per week of accepted Contract Amount .Fifteen percent (15%) of the final Contract Price
Adjustment for Change in Cost. the listed materials are:	13.8	N/A (no material subject to price adjustment)
Total advance payment	14.2	Ten percent (10%) of the Accepted Contract Amount.
Start repayment of advance payment.	14.2(a)	From the first Interim Payment Certificate
Percentage of retention	14.3	Ten percent (10%) of payment

<b>Item</b>	<b>Sub-Clause</b>	<b>Data</b>
Limit of Retention Money	14.3	Ten percent (10%) of the Accepted Contract Amount
Initials of signatory of Tender Plant and materials for payment when delivered to the Site	14.5(c)	Not Applicable
Minimum amount of Interim Payment Certificates	14.6	One Hundred Thousand (100,000) J.D.
Material at Site		N/A
Currency/currencies of payment	14.15	Jordan Dinar
Periods for submission of insurance		
(a) evidence of insurance	18.1	First day after the Commencement Date
(b) relevant policies	18.1	28 days after the Commencement Date
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Maximum amount of deductibles for insurance of the Employer's risks Ten Thousand (10,000) J.D.
Minimum amount of third party insurance	18.3	One Hundred Thousand (100,000) J.D. for any one occurrence, number of occurrences unlimited (except for vehicles insurance).
Initials of signatory of Tender		

<b>Item</b>	<b>Sub-Clause</b>	<b>Data</b>
Date by which the DAB shall be Appointed.	20.2	Not applicable
The DAB shall be	20.2	Not applicable

Initials of signatory of Tender \_\_\_\_\_

**DECLARATION TO COMPLY WITH  
APC SAFETY AND ENVIRONMENT POLICIES  
AND ITS LOCAL REGULATIONS**

**Construction & Rehabilitation work for the body of Road in APC Plant**

To: Arab Potash Company PLC.  
Amman - Jordan

We hereby offer our unreserved declaration that we undertake and agree to comply in full with Employer's Safety and Environment Policies 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.

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

Signature .....

In the capacity of .....

duly authorized to sign bids for

.....

Address .....

.....

Witness .....

Occupation .....

Address .....

.....

## COMPLIANCE LIST OF ENVIRONMENT AND SAFETY REQUIREMENT

**Contract No.:** ..... **Contractor Name:** .....  
**Scope of Contract:** ..... **Address:** .....

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

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

**Prepared by** : .....  
**Position** : .....  
**Signature** : .....  
**Date** : .....

DECLARATION FOR OTHER PAYMENTS\*

**Construction & Rehabilitation work for the body of Road in APC Plant**

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\*

**Construction & Rehabilitation work for the body of Road in APC Plant**

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

Description (Type, Model, Make)	No. of each	Year of manu- facture	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.

SCHEDULE 2\*

KEY PERSONNEL

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

Headquarters

- Partner/Director in charge
- Other key staff  
(List Below)

Site Office

- Project Manager Resident Engineer -10 years experience
- QA/QC Engineer – 5 years experience
- Mechanical Engineer 5 years
- Civil Engineer -5 years' experience
- Safety/ Security Officer – Full time 7 years' experience

Lack of any of the above staff, would lead to deduct a monthly fee for each, the estimation of the fee is based on the market prices.

- \* 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 own staff.

SCHEDULE 3\*

SUBCONTRACTORS

Element	Approximate value	Name and address of subcontractor	Statement of similar works previously executed
---------	-------------------	-----------------------------------	------------------------------------------------

\* The Tenderer shall list in this Sheet those parts of the Works (and their approximate values) for which he proposes to employ subcontractors, together with the names and addresses of the proposed subcontractors. The Tenderer shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of employer/engineer. Notwithstanding the provision of this information, the Tenderer, if awarded the Contract, will be required to submit to the Engineer for his consent applications to subcontract any part of the Works as stated in the Conditions of Contract, as Contract award will not necessarily constitute consent to this Sheet.

SCHEDULE 4\*

Proposed Manufacturers/ Suppliers and Schedule of Major Materials Submittals

Goods or materials	Name of manufacturer
--------------------	----------------------

1- The attached suppliers list shall be followed

\* The Tenderer shall enter in this Sheet the names of manufacturers/suppliers (and, where appropriate, model numbers and origin) of major items of materials, Plant and goods that he proposes to incorporate in the Works. Notwithstanding the provision of this information, the Tenderer, if awarded the Contract, will be required to submit to the Engineer materials, Plant and goods for approval, as required by the Specification, as Contract award will not necessarily constitute approval of this Sheet.

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.

*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**

**Construction & Rehabilitation work for the body of Road in APC Plant**

To: Arab Potash Company PLC.  
Amman - Jordan

We have the honor to inform you that we guarantee in your favor 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 authorized to sign this Tender Guarantee for and on behalf of .....

Address .....

Witness .....

Occupation.....

Address .....

**CONTRACT AGREEMENT**

**Construction & Rehabilitation work for the body of Road in APC Plant**

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 **Construction & Rehabilitation work for the body of Road in APC Plant**

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 construed 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

Part II of Conditions of Contract, Particular Conditions

Part I General Conditions of Contract

The Specification, Drawings and the Bill of Quantities and Rates and Breakdown of Unit Rates and Prices  
Instructions to Tenderers.



- 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:.....

Title..... :

Title:.....

In the presence of:

In the presence of

Signature:.....

Signature: .....

Name : .....

Name:.....

Title..... :

Title:.....

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

**FOR**

**Construction & Rehabilitation work for the body of Road in APC Plant**

**IFB Number .....**

To: Arab Potash Company PLC.  
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.

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**

**Construction & Rehabilitation work for the body of Road in APC Plant**

To Messrs: Arab Potash Company PLC.  
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: .....

**"Discharge of the Interim Payment at the Taking-Over"**

I, we, undersigned,.....  
.....

Declare that we have received from.....  
amount (.....) Jordanian Dinars as an Interim Payment at the Taking  
Over of Project.....Construction & Rehabilitation work for  
the body of Road in APC Plant

Now therefore we hereby discharge ..... and the Jordan  
Government from the foresaid amount, and from all amounts that we previously received on  
the account of the above-named Project, and we undertake to submit all details of the claims  
to ....., within 84 days form that date of this discharge, supported  
by documentary evidence (without forming a statement from... of  
correctness of these claims), and in the event that we do  
not submit these claims within the foresaid duration, we hereby waive our right to claim,  
whatever the type and the value of this claim, and we discharge  
.....and the Jordan Government from all obligations and liabilities  
under the Contract.

Dated.....  
Name.....  
Name of the authorized signatory.....  
Signature.....  
Seal.....

**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 ..... **Construction & Rehabilitation work for the body of Road in APC Plant**

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.....

**DECLARATION TO COMPLY WITH THE APC SAFETY AND ENVIRONMENT POLICIES AND IT’S LOCAL REGULATIONS**

To: Arab Potash Company PLC.  
Amman – Jordan

We hereby offer our unreserved declaration that we undertake and agree to comply in full with Employer's Safety and Environment Policies 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 noticed that our safety performance is below standard they have a full right to terminate the works and penalize our staff as a primary punishments and then dismiss our staff from the site and we stand liable for all direct and consequential losses resulting from this act. The fines for noncompliance with the PPEs (hard hat, safety shoes, and safety glasses: 10 JD/each for three occurrences, after which the staff will be dismissed

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

Signature .....

In the capacity of .....

duly authorized to sign bids for  
.....

Address  
.....  
.....  
.....

Witness.....

Occupation.....  
.....

Address  
.....

## COMPLIANCE LIST OF ENVIRONMENT AND SAFETY REQUIREMENTS

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

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

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

Item #	Environment OH&S REQUIREMENT	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:** .....



سياسات السلامة والبيئة  
APC SAFETY & ENVIRONMENTAL POLICIES

المرفقات

سياسات السلامة والبيئة الخاصة بمقدمي الخدمة  
لشركة البوتاس العربية  
الواجب الإلتزام بها

إجراءات السلامة والأمن والبيئة

**EMS / EWI 46-01-09**

**APC Service Provider's Safety Policies**

**Attached as Separate Documents in the Tender Package**