

JORDAN WATER COMPANY – MIYAHUNA LLC

C-T-22-0015 FARA 7
Smart Utility Transformation Project

March 2022

VOLUME II
CONDITIONS OF CONTRACT

APPENDIX TO TENDER
FOR A WORKS CONTRACT

Name of Contract: Smart Utility Transformation

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

Item	Sub-Clause*	Data
Employer's name and address		Jordan Water Company Jabel Hussein P.O.Box 922918 Amman-11192, Jordan Attn: Mr. Ahmad Lozi alozi@miyahuna.com.jo Tel: +962 65666111 Fax: +962 65680854
Contractor's name and address	1.1.2.3 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	Jordan Water Company Jabel Hussein P.O.Box 922918 Amman-11192, Jordan Attn: Mr. Ahmad Lozi alozi@miyahuna.com.jo Tel: +962 6 5666111 Fax: +962 6 5680854
Amount of Bid Security		210,000.000Two Hundred and Ten Thousand Dinars.
Time for completion of the Works	1.1.3.3	730 calendar days
Defects Notification Period	1.1.3.7	730 days for all works
Communication (Electronic transmission systems)	1.3	E-mails. E-mails to be confirmed in writing
Governing law	1.4	Law of Hashemite Kingdom of Jordan
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the site	2.1	15 days after Commencement Date
Amount of performance security **	4.2	10% of the Accepted Contract Amount, as stated in Contract Agreement

Item	Sub-Clause*	Data
Defects Liability Guarantee	4.2	5 % of the Contract Price
Subcontracting max. percentage	4.4	33%
Quality Assurance System	4.9	Required
period for check ER	5.1	21 days
Normal working hours	6.5	Saturday to Thursday 8 hours daily
Delay damages for the Works	8.7	6,500 JD Six Thousand Five Hundred Jordanian Dinars per day
Maximum amount of delay damages	8.7	15% of the final Contract Price
Percentage adjustment of Provisional Sums	13.5(b)	5% for overhead and profit
Adjustment for changes in cost	13.8	Not applicable
Total advance payment **	14.2	5% of the Accepted Contract Amount as stated in the Contract Agreement. Is given against the advance payment bond (form attached)
Number and timing of installments of the advance payment	14.2	The advance payment is 5 % of the Accepted Contract Amount and shall be in two installments as follows: 2.5 % within two weeks after signing the Contract Agreement 2.5 % after completion of the design Stage.
Start repayment of advance payment	14.2(a)	First interim payment
Repayment amortizationof advance payment	14.2(b)	10 %
Percentage of retention	14.3	10%
Limit of retention	14.3	5% of the Accepted Contract Amount
Plan and Materials intended for the Works	14.5	Not Applicable.
Minimum amount of interim payment	14.6	No monthly payments allowed for this contract. The Payments will be certified or paid only for each completed item (refer to payment schedule in the contract documents Volume I section 4).
Currency	14.15	Jordanian Dinar JOD
Periods for submission of insurance – evidence of insurance	18.1(a)	By Commencement Date
Periods for submission of insurance – relevant policies	18.1(b)	14 days of the Commencement Date
Maximum amount of deductibles for insurance of Employer’s risk	18.2(d)	JOD 10,000

Minimum amount of third party insurance	18.3	JOD 50,000 fifty thousand Jordan Dinars per life / accident occurrence, with the number of occurrences unlimited
Date by which the DAB (Dispute Adjudication Board) shall be appointed	20.2	Not Applicable
The DAB shall be	20.2	Not Applicable
Appointment of DAB (Dispute Adjudication Board), if not agreed	20.3	Not Applicable
Number of arbitrators	20.6	3 persons
Language of Arbitration	20.6	English
Place of Arbitration and law	20.6	Amman according to the Jordanian Arbitration law

* General and Particular Conditions of Contract

** The advanced payment guarantee and the performance guarantee have to be issued by a Jordanian bank acceptable to the Employer

Signature _____ STAMP

Capacity _____

Duly authorized to sign for and on behalf of

PART I - GENERAL CONDITIONS OF CONTRACT

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

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

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

FIDIC / Federation Internationale des Ingenieurs-Conseils.

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

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

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

And the FIDIC official web site

www.fidic.org

PART II- PARTICULAR CONDITIONS OF CONTRACT

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

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

The Particular Conditions take precedence over the General Conditions.

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

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CLAUSE 1 GENERAL PROVISIONS

SUB-LAUSE 1.1 DEFINITIONS

1.1.1.8 "Tender"

Add at the end, "The word 'tender' is synonymous with 'Bid' and the words 'Tender Documents' with 'Bidding Documents'.

1.1.2.2 "Employer"

The Employer is:

Jordan Water Company Jabel Hussein

P.O.Box 922918, Amman-11192, Jordan

Tel: +962 65666111

Fax: +962 65680854

1.1.6 Other Definitions

1.1.6.7 Site

Add to the end of the sentence:

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

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

SUB-CLAUSE1.5 PRIORITY OF DOCUMENTS

Delete the Sub-Clause and replace with:

“The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation the priority of the documents shall be in accordance with the following sequence:

- a. The contract agreement and any addendums (if any)
- b. The letter of acceptance
- c. Letter of Tender
- d. The Employer’s Requirements
- e. The Particular Conditions.
- f. Technical Specifications
- g. The General Conditions.
- h. The Contractor’s Proposal and any other documents forming part of the contract.

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

SUB-CLAUSE1.6 CONTRACT AGREEMENT

Change ‘28’ to ‘14’ in the first line.

Delete the last sentence and replace with the following:

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

SUB-CLAUSE1.8 CARE AND SUPPLY OF DOCUMENTS

Replace the second paragraph with the following:

“One copy of the Contract shall be kept on site by the Contractor and the same shall be available at all reasonable times for inspection and use by the Engineer and the Engineer’s Representative, and by any other person authorized by the Engineer in writing. The said documents shall be kept thoroughly up-to-date at all times”.

SUB-CLAUSE1.9 ERRORS IN THE EMPLOYER’S REQUIREMENTS

Add to the end of the Sub-Clause:

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

SUB-CLAUSE 1.12 CONFIDENTIAL DETAILS

Add an extra paragraph:

(a) Contract to be confidential

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

(b) Photographs

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

(c) Publicity

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

CLAUSE2 **THEEMPLOYER**

SUB-CLAUSE2.1 **RIGHT OF ACCESS TO THESITE**

Add to the end of the Sub-Clause:

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

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

SUB-CLAUSE2.3 **EMPLOYER'SPERSONNEL**

Add to the end of the Sub-Clause:

In case that another Contractor, employed by the Employer, is working in the same area, similar provisions for cooperation shall be reflected in their Contracts. The Employer shall notify the Contractor of the presence of such other Contractors.

CLAUSE3 THEENGINEER

SUB-CLAUSE3.1 ENGINEER'S DUTIES AND AUTHORITY

Add the following at the end of this sub-clause:

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

- a) Issuing Variation Orders; except that if, in the opinion of the Engineer, an emergency 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 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 instructions, in accordance with Clause 13 and shall notify the Engineer accordingly, with a copy to the Employer.
- b) Application of provisions of Delay Damages;
- c) Determining an extension of time for completion of the Works;
- d) Approving the appointment of Sub-Contractors;
- e) Ordering suspension of Works.

CLAUSE4 **THECONTRACTOR**

SUB-CLAUSE4.1 **CONTRACTOR'S GENERAL OBLIGATIONS**

Add extra paragraphs:

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

“The Contractor shall provide every assistance to the Engineer and his staff in carrying out their duties.

“The Contractor shall provide for the Engineer and his staff such waterproof clothing, safety helmets, rubber boots, lights and the like as may reasonably be required by them. These articles shall remain the property of the Contractor, and shall be repaired and replaced by him to the extent necessitated by fair wear and tear.”

The costs for the above assistance are deemed to be included in the Accepted Contract amount. In addition the Contractor shall give due regard to the following matters:

General Obligations:

1. The Contractor is responsible of his design and it is required to check the design criteria and calculations provided by the employer(if any) included in the Employer's Requirements, to confirm their correctness, in its bid and to assume full responsibility for them.
2. The Contractor shall attempt to decrease noise and environmental pollution as much as possible.
3. The Contractor shall not use the Site for purposes other than the execution of the Works.
4. The Contractor shall be responsible for any work to prevent and rectify any damage to any third party.
5. The Contractor shall preserve trees, planted fields and fences in a suitable manner, and shall replant or replace those that were damaged or removed, and re-erect fences to their original condition, in accordance with the Engineer's instructions.
6. The Contractor shall preserve buildings and structures in the vicinity of the site and shall repair and make good any damage resulting from his construction activities under this contract at his own costs.
7. In case of a need to erect scaffolding on any property the Contractor shall contact the owner of the property and arrange for the proper execution, as well as for the removal of the scaffolding, and for the performance of all repairs before the Time of Completion expires.

8. All the existing water lines will be kept and utilized to maintain water supply to the area of work. The contractor shall have a group of skilled workers ready to fix any damages occurring during the works, in order to keep the water supply and open channels operational during the works, at his expenses.
9. The taking – over committee has the right to request the Contractor to carry out any tests or investigations during the taking over period to verify that the quality of the executed works is in accordance with the Contract specifications, all at the Contractor's expense.
10. The Contractor should take into his consideration that the Employer might hand over the site partially due to an expected delay. Accordingly the contractor should consider this in his work plan and in all cases it should be understood that such delay will not be a reason for any claim against the Employer

Control of Work Management:

If not otherwise specified in the Employer's Requirements

1. The Contractor shall arranging the time and dates of site meetings, and preparing the Minutes of Meetings. The minutes of meetings shall be sent to the Engineer within (3) days after such site meeting.
2. On a daily basis, the Contractor shall run a special construction diary or register for Works executed, weather conditions. The Engineer will provide a model of a daily work register, which shall be discussed and used for the duration of the works. One copy of the Daily Works Register shall be availed to the Engineer after approval of the Engineer or Engineer's Representative.
3. The Contractor shall cooperate with the Engineer in taking photographs for the presentation of reports on the works progress.
4. The Contractor shall keep a special record, registering the climatic conditions of maximum and minimum temperatures, humidity, and average rainfall in millimeters including the number of rainfall hours, for each day.
5. In case of repair works, he shall tabulate the requirements thereof, and inform the Engineer's Representative of his completion of each item, one by one.
6. The Contractor shall provide the Site with signs in the number, size and shape as agreed to with the Engineer showing the name of the Project and the name of the Employer and Financing Agencies.
7. In case of the Engineer's or the Engineer's Representative's rejection of any material or work, the Contractor shall, before starting to rectify such condition, submit his proposals to the Engineer for such rectification to avoid the repetition of the error.
8. The Contractor shall carry out the Works in a way that ensures minimum interruption and No damage to the existing services, such as water, sewer, electricity, telephone and the like. If damage should occur, the owner of the damaged structure shall be contacted immediately, jointly by the Contractor and the

Engineer, and repairs shall be made by the Contractor and at his own expenses under the direction and to the satisfaction of the owner.

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

1. Good Practice: If a full description of any material, product or workmanship was not specified, then it is nevertheless understood that these materials or works shall be suitable for the purposes of the Contract or what may be needed to execute the item in conformity with good practice and whatever is mentioned for the relevant item Bill of Quantities, the Specifications, and the Standards being used.
2. The Contractor shall place clear signs wherever services are concealed, in order to facilitate relocation of the said services during testing, maintenance, repair or operation of the same.

SUB-CLAUSE 4.2 PERFORMANCE SECURITY

Delete the second paragraph of this sub-clause and replace with:

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

"The Performance Security shall be issued by a Jordanian Bank or international bank for international contractors in the Form Provided in Section 5 of this Volume 2"

"Without limitation to the provisions of the preceding paragraphs, whenever the Engineer determines an addition to the Contract Price as a result of a variation amounting to more than twenty-five (25) per cent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Engineer's written request, shall promptly increase the value of the Performance Security in that currency by an equal percentage".

"The cost of complying with the requirements of this clause shall be borne by the Contractor"

Add additional paragraph at the end of this sub-clause:

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

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

After issuing the Taking over Certificate, the Performance Security may be reduced to be 5% of the Contract

Price or be replaced by a Defect Liability Security (Defect Liability Guarantee) for 5% of the Contract Price.

SUB-CLAUSE 4.3 CONTRACTOR'S REPRESENTATIVE

Add at the end of the sub-clause:

The Contractor's Representative or persons authorized by him, shall have the professional licenses required by the Hashemite Kingdom of Jordan Construction Law in undertaking their duties under the Contract.

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

SUB-CLAUSE 4.4 SUBCONTRACTORS

Add additional items:

- d) Each Subcontractor must satisfy the eligibility criteria applicable for the award of the Contract.
- e) The Contractor shall perform, using his own means, particularly personnel and equipment, for the major part of the works. Consequently, the total aggregate value of work sub- contracted shall not exceed the amount specified in the Appendix to Tender.
- f) During the execution of the Work, the Contractor shall submit to the Engineer and the Employer copies of all the sub-contract agreements. The Engineer shall ensure not to exceed the percentage for sub-contracting specified in the Appendix to Tender and he shall inform the Employer of any violations in this regard.
- g) The maximum limit of subcontracts permitted to be given to Subcontractors by the main contractor is 33% of the accepted contract amount. The contractor shall attach to his bid a list showing the works he intends to subcontract, showing the percentage of the contract value of these works."

SUB-CLAUSE 4.9 QUALITY ASSURANCE

Delete the first paragraph and replace with:

"The Contractor shall instigate a quality assurance system, to demonstrate compliance with the requirements of the Contract. The Contractor shall submit details of his system to the Engineer within 28 days of the signing of the Contract Agreement and it shall include:

- a) Quality management procedures to be utilized on the Site
- b) Organization structure for implementing the quality management procedures
- c) Evidence of quality management manuals to be used and
- d) Procedures to ensure all Sub-contractors comply with the quality management requirements.

The Engineer shall be entitled to audit any aspect of the system”

SUB-CLAUSE 4.18 PROTECTION OF THE ENVIRONMENT

Add the following paragraphs:

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

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

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

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

provide and maintain at his cost all lights, guards, fencing, warning signs and watching, when and where necessary or requested by the Engineer or by an duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

SUB-CLAUSE 4.21 PROGRESS REPORTS

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

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

Add to the end of the clause:

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

Add New Sub-Clause: -

SUB-CLAUSE 4.25 PROGRESS MEETINGS

Within 7 days of the submission of each Progress Report by the Contractor to the Engineer, a Progress Meeting will be held at Site and attended by the Engineer and the Contractor's Representative to review the Progress Report and any other relevant matters. The Employer's Personnel may also attend the Progress Meetings.

The Engineer shall provide within 7 days of the Progress Meeting minutes of the meeting for agreement by the Contractor's Representative. These minutes shall not replace any communications that are required under the Contract relating to Sub-Clause 1.3 (Communications).

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

Add New Sub-Clause: -

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

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

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

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

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

Add New Sub-Clause:-

SUB-CLAUSE 4.28 BREAKDOWN OF PRICES

The Contractor shall provide a detailed breakdown of his prices including unit price analyses where such breakdown is required for any purpose under the contract.

CLAUSE5 **DESIGN**

SUB-CLAUSE5.1 **GENERAL DESIGN OBLIGATIONS**

Add the following paragraphs:

The Contractor shall be responsible for preparation of design which shall meet the Employer Requirements and the performance criteria. Consent of the design by the Engineer and acceptance of Contractor's offer during the tendering stage does not relieve the Contractor of any of his duties/responsibilities.

The Accepted Contract Amount shall include all necessary costs (such as design, equipment/material, construction/installation and workmanship) to complete the Work meeting those requirements and criteria.

SUB-CLAUSE5.2 **CONTRACTOR'S DOCUMENTS**

Add the following paragraph:

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

SUB-CLAUSE5.5 **TRAINING**

The Contractor shall train Miyahuna engineers/technician assigned to the job for technology transfer. The Contractor shall train the Employer's personnel in the operation and maintenance of installed Software, Instrumentation, Valves, Meters, etc.

Details of training as per Employer's Requirements Volume III, sub-clause 3.2.3.4 General and Technical Requirements.

SUB-CLAUSE5.6 **As Built Documents**

"The Contractor shall supply to the engineer the specified numbers and types of copies of the relevant as-built drawings (including 4 electronic copies CAD Format) in accordance with the employer requirements."

CLAUSE6 STAFF ANDLABOUR

SUB-CLAUSE6.1 ENGAGEMENT OF STAFF ANDLABOUR

Add the following paragraph:

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

SUB-CLAUSE6.5 WORKINGHOURS

Add the following paragraph:

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

If the Engineer permits the Contractor to work beyond the official hours, then the Contractor shall bear the supervision costs and expenses of the overtime hours of any of the Supervision Staff on Site, in accordance with the decision and approval of the Engineer and the Employer.

SUB-CLAUSE6.7 HEALTH ANDSAFETY

Delete the Sub-Clause and replace with:

“Due precaution shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labor and, in collaboration with and to the requirements of the local health authorities, to ensure that first aid equipment is available on the Sites at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygienerequirements”.

“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 local medical or sanitary authorities, for the purpose of the overcoming of the same”.

“The Contractor shall make all necessary arrangements for the transport, to any place as required for burial, of any of his employees who may die, in Jordan. The Contractor shall also be responsible to the extent required for the local burial of any of his local employees who may die while engaged upon the Works”.

“The Contractor shall, as far as it is reasonably practicable in the light of local conditions, provide on the Site and adequate supply of drinking water for use of his staff and labor”.

“The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor’s personnel. In collaboration with local health authorities, the Contractor shall ensure that medical

staff, first aid facilities, sick bay and ambulance services are available at all time at the Site and at any accommodation for Contractor's and Employer's Personnel, and as stated in the Contractor's safety plan. Suitable arrangements shall be made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall within 24 hours of the occurrence of any accident at or about the site, or in connection with the execution of the Works, report on such accidents to the Engineer. The Contractor shall also report such an accident to the competent authority, whenever such a report is required by law".

SUB-CLAUSE 6.9 CONTRACTOR'S PERSONNEL

Add at the beginning of the Sub-Clause:

"The Contractor should specify the numbers and qualifications of the Contractor's Personnel, according to the requirements stated in the tender documents".

"The Contractor's Personnel shall include persons who have the professional licenses required by the Jordanian Construction Law in undertaking their duties under the Contract".

SUB-CLAUSE 6.11 DISORDERLY CONDUCT

Add at the end of the Sub-Clause:

"The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same"

"Religious matters must be taken in high consideration and fully respected"

Add New Sub-Clause: -

SUB-CLAUSE 6.12 ALCOHOLIC LIQUOR AND DRUGS

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

Add New Sub-Clause: -

SUB-CLAUSE 6.13 ARMS AND AMMUNITION

The Contractor shall not bring or use on Site, any arms, ammunition or explosive materials prohibited by the law and shall prevent his laborers and employees and the sub-contractors laborers and employees from keeping or

using such arms and ammunition on Site.

Add New Sub-Clause: -

SUB-CLAUSE6.14 FESTIVALS AND RELIGIOUS CUSTOMS

The Contractor shall comply with the official or religious holidays, and observe the customary religious rituals.

The Contractor shall, in all dealings with his staff and labor, have due regard to all recognized festivals, days of rest, and religious and other customs.

Add New Sub-Clause: -

SUB-CLAUSE6.15 EXPATRIATE STAFF AND LABOUR

The Contractor shall obtain and be responsible for arranging all necessary visas, permits, and licenses for expatriate staff and labor and shall pay all taxes, duties and levies on such staff and labor in accordance with the laws and regulations.

Add New Sub-Clause: -

SUB-CLAUSE6.16 REPORTING OFACCIDENTS

The Contractor shall report to the Engineer details of any accident as soon as reasonably possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall notify the Engineer immediately by the quickest available means.

Add New Sub-Clause: -

SUB-CLAUSE6.17 PEST AND RODENTSCONTROL

The Contractor shall at all times take the necessary precautions to protect all staff and labour working on the Site against pest and rodents nuisance and to reduce their danger to health. The Contractor shall provide suitable prophylactics for the Contractor's Personnel and shall comply with all the regulations of the local health authorities including the use of appropriate pesticides.

CLAUSE7 PLANT, MATERIALS AND WORKMANSHIP

SUB-CLAUSE7.1 MANNER OF EXECUTION

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

- a. If a full description or specification of a work item, material, product or workmanship has not been provided, then, nevertheless, it is understood that this item or work shall be suitable for the purposes of the Contract or what can be logically understood from its contents for a good execution practices, including the scripts of items and the general and standard specifications in practice.
- b. If a standard specification is specified for an item, the Contractor shall submit the certificate of origin, manufacturer's brochures, certified specifications certifying that the items provided are in conformity with such standards to the satisfaction of the Engineer.
- c. The Contractor shall mark with clear signs wherever hidden utilities are in place and prepare clear survey drawings for them to permit its relocation during testing, maintenance, repair or its operation.

SUB-CLAUSE7.4 Testing

All tests shall be at the Contractor's expense

Add New Sub-Clause: -

SUB-CLAUSE7.9 ALTERNATIVE MATERIALS

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

Add New Sub-Clause: -

SUB-CLAUSE7.10 UNCOVERING AND MAKING OPENINGS

Any cost for uncovering, making openings or making good such parts related to the Contractor's obligations shall be borne by the Contractor.

Add New Sub-Clause: -

SUB-CLAUSE7.11 CUSTOMS CLEARANCE

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

Add New Sub-Clause: -

SUB-CLAUSE7.12 PROGRAMME FOR IMPORTING EQUIPMENT, MATERIALS

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

Add New Sub-Clause: -

SUB-CLAUSE7.14 INCOME TAX ON LOCALLY RECRUITEDSTAFF

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

CLAUSE8 COMMENCEMENT, DELAYS AND SUSPENSION

SUB-CLAUSE8.3 PROGRAMME

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

“The Contractor shall submit a detailed draft work program in Primavera Software within fourteen (14) days of the order of commence to the Engineer, including design period, procurement period of materials and construction for review and comments or approval. The final detailed work program shall be submitted by the Contractor to the Engineer not more than fourteen (14) days after receiving comments from the Engineer.

Add to (a) after ‘testing’ the following: ‘including commissioning and handing over procedures in compliance with the Employer’s requirements’.

Add at the end of this Sub-Clause:

The Contractor hasn’t the right to suspend or postponed the Works in any Site without prior approval of the Employer.

Add New Sub-Clause: -

SUB-CLAUSE8.13 CASH FLOWESTIMATE

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

CLAUSE9 TESTS ONCOMPLETION

SUB-CLAUSE9.1 CONTRACTOR'S OBLIGATIONS

Add to the end of the first paragraph:

And shall be liable for all costs associated with such tests.

Add new paragraphs:

Costs for all Tests on completion are deemed to be included in the Accepted Contract Amount.

The specifications describe the tests which the Contractor shall carry out before being entitled to a Taking-Over Certificate. If the Works are to be tested and taken-over in stages, the tests requirements shall take account of the effect of some parts of the Works being incomplete.

CLAUSE10**EMPLOYER'S TAKINGOVER****SUB-CLAUSE10.1 TAKING OVER OF THE WORKS AND SECTIONS**

Delete the final paragraph.

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

- a. When the whole of the Works and any part of it are completed on the dates given in the Appendix to Tender and can be used for its intended purpose and determined it passed the required Tests on Completion as per the Contract, the Contractor may give the Engineer a notice to that effect (and send a copy of this notice to the Employer) accompanied by an undertaking in writing to complete any remedies or any outstanding Works as soon as possible during the Defects Notification (Liability) Period. This said notice and the attached undertaking in writing shall be deemed to be a request by the Contractor to the Engineer to issue the Taking over Certificate.
- b. The Engineer shall, within fourteen (14) days after receiving the Contractor's notice inspect the Works, submit a report (Engineer's Certificate) about his findings to the Employer within this period (and send a copy to the Contractor). The Engineer may certify that the Works have been completed and can be taken over or give written instructions to the Contractor specifying the Works required to be completed by the Contractor before Taking- Over of the Works, and to specify to the Contractor the time required to complete the remaining Works and remedy defects in an acceptable manner to the Engineer. If the Contractor deems that the Engineer's report (Engineer's Certificate) is not accurate, he may notify this to the Employer, in such a case the Employer shall, within fourteen (14) days from the date of the Contractor's notice, investigate the situation, in the way he chooses, to ascertain the findings mentioned in the Engineer's report or decide to form the Taking- Over Committee.
- c. The Employer shall, within ten (10) days after receipt of the Engineer's Certificate (in which he states that Works have been completed and are in a state ready to be Taken-Over), form a Taking Over Committee – provided that its members shall not exceed seven (7) members (the Engineer shall be one of its members), the Contractor shall be notified of the time and date for carrying out the inspections of the Works. In the meantime, the Engineer and the Contractor shall prepare all necessary statement lists, data, schedules and drawings needed to facilitate the work of the Taking-Over Committee.
- d. The Taking-Over Committee shall, within ten (10) days after the date of its information, conduct, in the presence of the Contractor or his authorized representative, and inspection of the Works. Then the Taking-Over Committee shall prepare minutes for Taking-Over of the Works to be signed by the Taking-Over Committee members and the Contractor or his authorized representative. Copies thereof shall be handed over to the Employer, Contractor and Engineer. In the case that the Taking-Over Committee fails to conduct the inspection of the Works and prepare a report within a period not more than twenty-eight (28)

days after the lapse of the above mentioned period. In such a case, the Taking-Over Date shall be the date stated in the Engineer's report.

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

CLAUSE11 DEFECTS LIABILITY

Add New Sub-Clause: -

SUB-CLAUSE11.12 JOINT INSPECTION OF THEWORKS

The Contractor shall notify the Employer, 60 days before the end of the Defects Notification Period to that effect and shall apply for a joint inspection of the Works, together with the Engineer. The Engineer shall within 15 days from the date of delivery of such notice undertake the joint inspection. Any defects detected during the joint inspection, which are due to Contractor's responsibility and not caused by normal wear and tear shall be corrected by the Contractor in accordance with Sub-Clauses 11.4.

CLAUSE13 VARIATIONS AND ADJUSTMENTS

SUB-CLAUSE 13.8 ADJUSTEMNTS FOR CHANGE IN COST

This Sub-Clause shall not apply.

CLAUSE14 CONTRACT PRICE AND PAYMENT

SUB-CLAUSE 14.1 CONTRACTPRICE

Delete this Sub-Clause, and replace with:

Unless otherwise stated in the Particular Conditions:

- (a) The re-measured items shall not be subject to “adjustments for changes in legislation” under sub-clause 13.7 or “adjustment for changes in cost” under sub-clause 13.8 in accordance with the Contract;
- (b) Quantities of items and materials in accordance with the schedule of payments and breakdown prices shall be measured and the Contractor shall be compensated for the quantities performed in order to complete the Works. And the contractor has no right to claim for any change in price as a result of change in quantities.
- (c) Oversupply, if needed by the Employer, shall be handed over to a location given by the Employer, properly documented and quantities approved by the Engineer, after commissioning and handover of a complete tender. The oversupply of materials shall be paid according to (cost as in performa invoices which are submitted for tax exemption+5% as overhead and profit), for each material item. The Client has the right to buy the oversupplied materials or to reject these extra materials which will be than the property of the contractor.
- (d) The contract is exempted from any custom duties, taxes and fees or similar costs and charges except stamp duties.

SUB-CLAUSE14.2 ADVANCEPAYMENTS

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

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

Add after the first paragraph

“The advanced payment guarantee required under the Contract shall be issued by a registered Jordanian bank acceptable to the Employer”

The advance payment is 5 % of the Accepted contract amount and shall be in two instalments as follows:

- 1. 2.5 % within two weeks after signing the ContractAgreement
- 2. 2.5 % after completion of the designstage.

Add the following behind the second paragraph

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

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

In sub-item (b) replace ‘.amortization rate of one quarter (25%)...’ with ‘..Amortization rate of one tenth (10%).’

SUB-CLAUSE 14.3 APPLICATIONS FOR INTERIM PAYMENT CERTIFICATES

Delete paragraph (g) from the end of this sub-clause and replace by the following:

The deduction of the amounts that have been paid to the Contractor according to the previous payment certificates.

SUB-CLAUSE 14.5 PLANT AND MATERIALS FOR THE WORKS

Not applicable

SUB-CLAUSE 14.6 ISSUING OF INTERIM PAYMENT CERTIFICATES

Add at the end of this sub-clause:

- No monthly payments allowed for this contract.
- Payments will be certified or paid only for each completed item (refer to payment schedule in the contract documents Volume I section 4).

SUB-CLAUSE 14.8 DELAYED PAYMENTS

Delete the 2nd paragraph from this sub-clause and replace by the following:

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

SUB-CLAUSE 14.9 PAYMENT OF RETENTION MONEY

Add the following paragraphs to this sub-clause:

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

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

the second half of the retention money under the second paragraph of this sub-clause.

Add New Sub-Clause: -

SUB-CLAUSE 14.16 MEASUREMENT AND EVALUATION

For any Work to be measured, and valued for payment in accordance with this Clause.

Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) Promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) Supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Contractor to be approved by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed.

If the Contractor examines and disagrees the records, and /or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, the Engineer's records shall be accepted as accurate.

Add New Sub-Clause: -

SUB-CLAUSE 14.17 METHOD OF MEASUREMENT

The Measurement for the items mentioned in the requirements with the specific quantities shall be made of the net actual quantity of each item of the Permanent Works. The method of measurement shall be in accordance with the schedule of payments and according to the approved detailed breakdown prices. Nevertheless, all items in the schedule of payments shall be paid in accordance with the remuneration schedule table in volume I.

Add New Sub-Clause: -

SUB-CLAUSE 14.18 OMISSIONS

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- (a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been

deemed to be covered by a sum forming part of the Accepted Contract amount;

- (b) The omission of the work will result(or has resulted) in this sum not forming part of the Contract Price;and;
- (c) This cost is deemed to be included in the evaluation of any substitutedwork;
- (d) Then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [*Determinations*] to agree or determine this cost, which shall be included in the Contract Price.

CLAUSE16 SUSPENSION AND TERMINATION BY CONTRACTOR

SUB-CLAUSE16.1 CONTRACTOR'S ENTITLEMENT TO SUSPENDWORK

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

If the Engineer fails to certify any payment certificate in accordance with the provisions of Clause14.6 "Issue of Interim Payment Certificate", or the Employer fails to comply with the dates for the Contractor's due payments in accordance with the provisions of Clause 14.7 "Payment", the Contractor may, after giving not less than twenty-one (21) days notice to the Employer, suspend work (or reduce the rate of works) unless the Contractor has received the Payment Certificate or the due payment as the case may be and as described in the said notice. The Contractor's action shall not prejudice his entitlement to financing charges under Clause 14.8 "Delayed Payment" and his entitlement to terminate the Contract under Clause 16.2 "Termination by Contractor".

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

CLAUSE17 **RISKS AND RESPONSIBILITY**

Add new sub-clause:

SUB-CLAUSE17.7 **BRIBERY**

Bribery, in whatsoever form, whether made by the Contractor or any of his Sub-Contractors or by any of their employees to any member of the Employer’s staff or the Engineer or his staff, shall constitute sufficient cause to terminate this Contract and any other Contracts between the Contractor and the Employer, this in addition to any legal liabilities resulting from such termination. For the purpose of this Clause, any commission paid or gift given to the Employer or the Engineer or any of their staff in intent to obtain any modification or change to the Works, or to the level of workmanship, or to obtain any personal benefit, shall be deemed as Bribery.

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

Add new sub-clause:

SUB-CLAUSE17.8 **OTHERPAYMENTS**

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

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

17.8.2 In case of any violation or breach of the provisions of above paragraph of this sub- clause, the Employer at his own option and discretion has the right to take all or any of the following actions:

- I. Terminate the Contract according to Clause 15.2 of this Contract
- II. Deduct, from the moneys due to the Contractor under this Contract, and amount equal to two times the amount of the other payments
- III. Demand that the Contractor pays promptly to the Employer an amount equal to two times the amount of the other payments and the Contractor declares in accordance to this Clause that he irrevocably agrees to promptly respond to such claim.
- IV. The two contract parties declare that the total amount to which the Employer is entitled to

receive under this paragraph shall not exceed two times the amount sum of all other payments.

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

Add new sub-clause:

SUB-CLAUSE 17.9 PROHIBITED PAYMENTS

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

The Contractor also undertakes not to give or promise to give such prohibited payments directly or indirectly whether made by the Contractor or his Sub- Contractors or their staff, agents or representatives to any Government Official in connection with the amendment, renewal, extension or execution of this Contract.

- 17.9.2 In case of any violation or breach of the provisions of above paragraph of this sub- clause, the Employer at his own option and discretion has the right to take all or any of the following actions:
- I. Terminate the Contract according to Clause 15.2 of this Contract.
 - II. Deduct, from the moneys due to the Contractor under this Contract, and amount equal to two times the amount of the prohibited payments

- III. Demand that the Contractor pays promptly to the Employer an amount equal to two times the amount of the prohibited payments and the Contractor declares in accordance to this Clause that he irrevocably agrees to promptly respond to such claim.
- IV. The two contract parties declare that the total amount to which the Employer is entitled to receive under this paragraph shall not exceed two times the amount sum of all prohibited payments.

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

CLAUSE 18 INSURANCE

SUB-CLAUSE 18.1 GENERAL REQUIREMENTS FOR INSURANCES

Add the following text at the end of this sub-clause

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

The amount of third party insurance is 50,000 JOD per life/accident and for injuries according to the standard insurance and compensation list of the insurance company per person/per accident, and third party for properties shall be 100% of the time value unlimited.

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

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

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

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

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

Add after the first paragraph:

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

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

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

Add at the end of this sub-clause:

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

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

Add at the end of this sub-clause:

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

Add new sub-clause:

SUB-CLAUSE 18.5 PROFESSIONAL INDEMNITIES INSURANCE

The Contractor shall affect professional indemnity insurance, which will cover the risk of professional design of the Works. This insurance shall be for a limit of not less than 10% of the Accepted Contract Amount. The Contractor shall use his best endeavors to maintain the professional indemnity insurance in full force and effect until 10 years from the date stated in the Performance Certificate. The Contractor shall undertake to notify the Employer promptly of any difficulty in extending, renewing or reinstating this insurance.

Add new sub-clause:

SUB-CLAUSE 18.6 INSURANCE AGAINST THE DUST

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

CLAUSE 20 CLAIM, DISPUTES AND ARBITRATION

SUBCLAUSE 20.1 CONTRACTOR'S CLAIMS

Add at the end of this sub-clause:

Before the issue of the certificate for the final instalment of retention money the Contractor shall deliver at the office of the Engineer his signed declaration to record that all disturbance, damage and injury caused by him during and arising out of the execution of the Works has been properly made good or otherwise compensated for to the satisfaction of the proper authorities and all interested persons. In the event of the Contractor failing

within a reasonable time to compensate for or properly make good any accidents or damages as aforesaid and unless in the opinion of the Engineer the Contractor has reasonable grounds for declining to settle, compensate or make good, the Employer may by his proper officer pay all compensations and make good, satisfy, pay or settle actions, claims, damages, costs, charges and expenses. The cost of such procedures as well as the amounts paid shall be deducted from any moneys that may be or may become due to the Contractor or shall at the option of the Employer be recoverable from the Contractor or his surety.

SUB CLAUSE 20.6 ARBITRATION

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

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

20.6.1 The dispute shall be finally settled directly in accordance with the Jordanian Arbitration Law in effect (unless otherwise agreed by both parties)

20.6.2 The arbitration board shall be formed consisting of three members appointed in accordance with the applicable law

20.6.3 The arbitration procedure shall be conducted in the language for communication defined in sub-clause 1.4.

20.6.4 The arbitration procedures give the Contractor not the right to interrupt or to delay the work, the work has to be continued.

The following Sub-Clauses shall not apply:

- Sub-Clause 20.2 : Appointment of the Dispute Adjudication Board
- Sub-Clause 20.3 : Failure to Agree Dispute Adjudication Board
- Sub-Clause 20.4 : Obtaining Dispute Adjudication Board’s Decision
- Sub-Clause 20.7 : Failure to Comply with Dispute Adjudication Board’s Decision
- Sub-Clause 20.8 : Expiry of Dispute Adjudication Board’s Appointment

New Clauses: -

CLAUSE21 ETHICS CLAUSE

SUBCLAUSE21.1 PRIORAUTHORIZATIONS

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

SUBCLAUSE21.2 CONFLICT OF INTEREST

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

SUBCLAUSE21.3 PROFESSIONALISM

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

SUBCLAUSE21.4 HUMANRIGHTS

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

SUBCLAUSE21.5 CONFIDENTIALITY

The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor in connection with the contract are confidential.

SUB CLAUSE 21.6 USE OF DOCUMENTS

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

SUB CLAUSE 21.7 CODE OF CONDUCT

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

PART III- CONTRACT FORMS

1-CONTRACT AGREEMENT

This Agreement made the _____ day of _____, 2022, between _____
(*name of Employer*) of _____ (*address of Employer*)
(herein called “the Employer”), of the one part,

and _____ (*name of Contractor*) of _____
(*address of Contractor*)
(herein called “the Contractor”), of the other part:

Where as the Employer desires that the Works known as _____
(*name of Contract*) should be designed, executed and operated by the Contractor and has accepted a Tender from the Contractor for the design, execution, completion and operation and maintenance of these Works, and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, the words and expressions shall have the same meanings as are respectively as signed to the min the Conditions of Contract here in after referred to.
2. The following documents shall be deemed to form and beread and construed as apart of this Agreement:
 - (a) The Letter of Acceptance dated _____
 - (b) The Letter of Tender(bid form) dated _____
 - (c) The Addenda Nos. _____
 - (d) The Conditions of Contract
 - (e) The Employer’s Requirements
 - (f) The completed Schedules
 - (g) The Contractor’s Proposal and
 - (h) The JV Undertaking
3. In consideration of the payments to made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to design, execute, complete, ain the Works and remedy any defects therein in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design, 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 where of the Parties here to have caused this Agreement to be executed the day and year first above written in accordance with their respected laws.

Signed by: _____
(*signature*) for and on behalf of the Employer in the presence of Witness: _____
(*signature*) Name: _____ Address: _____
Date: _____ Signed by: _____
(*signature*) for and on behalf of the Contractor in the presence of Witness: _____
(*signature*) Name: _____
Address: _____ Date: _____

2-AGREEMENT FOR DISPUTE ADJUDICATION BOARD MEMBERS

[All italicised text and any enclosing square brackets is for use in preparing the form and should be deleted from the final product.]

Name of Contract: _____

This Agreement made the _____ day of _____, 20, between

Name and address of Employer: _____

Name and address of Contractor: _____

Name and address of DAB Member: _____

Whereas the Employer and the Contractor have entered into a Contract and desire jointly to appoint the above-named Member to act on the DAAB as *[delete where not applicable]* sole adjudicator/one of three adjudicators/chairman of the DAAB,

And whereas the Member accepts the appointment.

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement” which are appended hereto, and the following provisions. In the seprovisions, which include amendments and additions to the “General Conditions of Dispute Adjudication Agreement”, words and expressions shall have the same meanings as are assigned to the mint he “General Conditions of Dispute Adjudication Agreement”.
2. *[Details of any amendments or additions or deletions from the “General Conditions of Dispute Adjudication Agreement” should be given here or in an attachment here to.]*
3. In accordance with Clause 6 of the “General Conditions of Dispute Adjudication Agreement”, the Member shall be paid as follows: A retainer fee of _____ per calendar month, and A daily fee of _____ per day spent on Site visits, hearings, and other time in connection with submissions to the DAAB made in accordance with the provisions of the Contract between the Employer and the Contractor.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the “General Conditions of Dispute Adjudication Agreement”, the Member undertakes to act as the DAB Member in the capacity above-mentioned in accordance with the terms of this Dispute Adjudication Agreement.
5. The Employer and the Contractor jointly and severally undertake to pay the Member in consideration for his acting as the DAAB Member as aforementioned in accordance with this Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of: _____

Signed by: _____
(signature) for and on behalf of the Employer in the presence of
Witness: _____

Name: _____ Address: _____ Date: _____

Signed by: _____
(signature) for and on behalf of the Contractor in the presence of
Witness: _____

Name: _____ Address: _____
_____ Date: _____

Signed by: _____
(signature)

The Member in the presence of

Witness: _____
(signature)

Name: _____ Address: _____ Date _____

3-Form of Performance Security

Address of guarantor bank:

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

Address of beneficiary (contracting agency):

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

On..... you concluded with ("Contractor") a contract for..... (project, object of contract) at a price of

In accordance with the provisions of the contract the Contractor/ Manufacturer is obligated to provide a performance bond for (10 %) of the contract price.

We, the undersigned (Guarantor), waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of

..... (in words:

.....
.....)

against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to Bank, SWIFT: ...
....., IBAN:for account of(Project-executing agency/purchaser).

This guarantee shall be renewed automatically and irrevocably for another extended periods each of them (90) days unless your bank receive from Jordan Water Company, a written request to cancel the Performance Bond.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee shall be governed by the laws of Jordan and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Place, Date

Guarantor

[Bank's Name, and Address of Issuing Branch or Office]

4-Form **Advance Payment Security**

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* |
() *[insert amount in words]*' upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. **This guarantee shall be renewed automatically and irrevocably for another extended periods each of them (90) days unless your bank receive from Jordan Water Company, a written request to cancel the Performance Bond.**

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us.

This guarantee shall be governed by the laws of Hashemite kingdom of Jordan.

Place, Date

Guarantor

*[Bank's Name,
and Address of Issuing Branch or Office]*

5-MAINTENANCE RETENTION GUARANTEE

Name of Contract and/or Contract No.: _____

Name and address of Beneficiary (“the Employer”): _____

(name of Contractor)

(here in after called the “Principal”) is your contractor for the above-named Contract and wishes to receive early payment of, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we: _____

(name of bank) here by irrevocably under take to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (amount in words: _____) (the “guaranteed amount”) upon receipt by us of your demand in writing with your written statement stating:

- (a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- (b) the nature of such defects.

This guarantee shall become effective upon receipt of the advance payment, or, where applicable, the first installment thereof, by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you from time to time as evidenced by the Interim Payment Certificates issued under Sub-Clause 14.7 of the Conditions of Contract. Following receipt by us from the Principal of each Interim Payment Certificate, we shall promptly notify you of the revised guaranteed amount.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before _____ (*the date 70 days after the expected date of completion of the Design-Build*) (the “expiry date”), when this guarantee shall expire and be returned to us.

If the advance payment has not been fully repaid 28 days prior to the expiry date, we undertake, upon receipt of your written demand and statement that the advance payment has not been repaid, to pay you the guaranteed amount within 28 days of your demand.

This guarantee shall be governed by the law of _____ and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed by: _____ Signed by: _____
(signature) *(signature)*

Date: _____