

**TENDER DOCUMENTS
GRID CONNECTED
PHOTOVOLTAIC
SOLAR PLANT
AT AZRAQ (JORDAN)**

VOLUME 1

Invitation to Tender

Instructions to Tenderers, Conditions of Contract and Tender Forms

L. Alh

INDEX

VOLUME 1 / 2

INVITATION TO TENDER

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF
CONTRACT AND TENDER FORMS

VOLUME 2 / 2

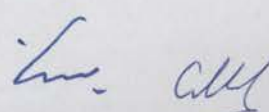
TECHNICAL SPECIFICATION FOR THE
PHOTOVOLTAIC GRID CONNECTED PLANT

Em. Almy

CONTENTS

Page

SECTION 1 INVITATION TO TENDER	5
INVITATION TO TENDER	6
TENDER ACKNOWLEDGEMENT	8
SECTION 2 INSTRUCTIONS TO TENDERERS	10
1. DESCRIPTION OF WORKS.....	10
2. SOURCE OF FUNDS.....	11
3. ELIGIBLE TENDERER.....	11
4. ELIGIBLE PLANT, EQUIPMENT AND SERVICES	12
5. COST OF TENDERING	12
6. SITE VISIT	12
7. CONTENT OF TENDER DOCUMENTS	13
8. CLARIFICATION OF TENDER DOCUMENTS.....	13
9. AMENDMENT OF TENDER DOCUMENTS.....	13
10. LANGUAGE OF TENDER	14
11. DOCUMENTS COMPRISING THE TENDER.....	15
12. LETTER OF TENDER AND PRICE SCHEDULES	20
13. TENDER PRICES.....	20
14. TENDER CURRENCIES.....	20
15. TENDER SECURITY	20
16. PERIOD OF VALIDITY OF TENDERS.....	21
17. FORMAT AND SIGNING OF TENDER	21
18. SEALING AND MARKING OF TENDER.....	24
19. DEADLINE FOR SUBMISSION OF TENDERS	24
20. LATE TENDERS	24
21. MODIFICATION AND WITHDRAWAL OF TENDERS	25
22. OPENING OF TENDERS BY EMPLOYER.....	26
23. CLARIFICATION OF TENDERS.....	26
24. CONTACTING THE EMPLOYER.....	26
25. PRELIMINARY EXAMINATIONS OF TENDERS.....	26
26. EVALUATION OF TECHNICAL ASPECTS.....	27
27. EVALUATION OF COMMERCIAL ASPECTS.....	28



28.	CONVERSION TO SINGLE CURRENCY	28
29	AWARD CRITERIA.....	29
30.	EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.....	29
31.	NOTIFICATION OF AWARD	29
32.	SIGNING OF CONTRACT	29
33.	PERFORMANCE SECURITY	30
SECTION 3		31
CONDITIONS OF CONTRACT		31
3.1	GENERAL CONDITIONS	31
3.2	PARTICULAR CONDITIONS	31
SECTION 4 FORMS		47
	LETTER OF TENDER.....	48
	APPENDIX TO TENDER.....	50
	FORM OF TENDER SECURITY.....	52
	DRAFT FORM OF CONTRACT AGREEMENT	53
	PERFORMANCE SECURITY.....	55
	ADVANCE PAYMENT GUARANTEE	56
	FORM OF DECLARATION FOR PROHIBITED PAYMENTS *	57
	FORM OF DECLARATION FOR OTHER PAYMENTS *	58
	FORM OF FINANCIAL STANDING	59
	FORM OF JOINT VENTURE AGREEMENT.....	60
SECTION 5 SUMMARY OF PRICES.....		61
5.1	UNITARY PRICES	61
5.2	OVERALL SUMMARY OF PRICES FOR DEFINITE WORK.....	61
5.3	PRICE OF SPARE PARTS	63
SECTION 6 SCHEDULES		64
6.1	SCHEDULE A: TENDER ENERGY PRODUCTION/POWER.....	64
6.2	SCHEDULE B: TIME SCHEDULE.....	65
6.3	SCHEDULE C: TECHNICAL SCHEDULE OF THE PV PLANT	66
6.4	SCHEDULE D: MINOR DEPARTURES FROM THE TECHNICAL SPECIFICATIONS	66

Handwritten signature and initials

SECTION 1 INVITATION TO TENDER

&

TENDER ACKNOWLEDGEMENT

Handwritten signature

INVITATION TO TENDER

Tendering of Tender No. (I\M\Works\2024) Azraq II Solar Power Project

The Ministry of Energy and Mineral Resources (MEMR) has obtained an allocation of funds from the Bilateral Spanish-Jordan Debt Swap Mechanism towards the cost of establishing a Solar PV grid connected plant at Azraq location.

Therefore, this tender is governed by the Debt Swap Mechanism on Development between the Hashemite Kingdom of Jordan and the Kingdom of Spain signed in 2001.

The MEMR invites firms or entities to participate in this Tender for the design, supply, construction, commissioning, operation and maintenance and warranty of the grid connected solar plant that is to be carried out on a Turnkey basis.

Interested eligible Tenderers may obtain further information, your designated contact at MEMR is:

Ministry of Energy and Mineral Resources (MEMR)
Attention: Secretary General of the Ministry of Energy and Mineral Resources
Telephone: +962-6- 5803060
Fax: +962-6-5865714
1st E-mail: generals@memr.gov.jo
2nd E-mail: hana.alzuabi@memr.gov.jo
3rd E-mail: YACOUB.MARAR@MEMR.GOV.JO
4th E-mail: jdserrano@isdefe.es
Swaifeya - 7th Circle P.O.Box 140027
Amman 11814
The Hashemite Kingdom of Jordan

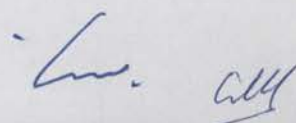
Interested eligible Tenderers are required to submit a letter of interest to The Employer (MEMR) at the above address within 14 calendar days after the date of the tender announcement, in order to receive any clarifications and/or amendments to the tender documents. This letter of interest must include email(s) address for communication.

MEMR will conduct a site visit to all interested tenderers. The date of this visit will be after (10) calendar days from the date of tender announcement. Tenderers shall inform MEMR by an official letter at the above address that they will join the site visit maximum before (2 calendar days) of the visit date, otherwise it will be their sole responsibility to visit the site by themselves.

The enclosed Tender Acknowledgement should be returned to the MEMR.

Tenders must be delivered to The Tender Committee, MEMR, at the above address no later than 12.00 noon Amman time on 27 March 2024.

All Tenders must be accompanied by a Tender Security (Bid Bond) in an amount of **JD 16,000 (sixteen thousand Jordan Dinar)** in the form of a Bank Guarantee issued directly by an approved Bank located in Jordan, in the form provided in the Tender Documents.

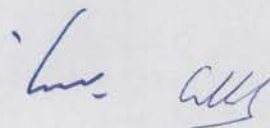


Failure to apply the Guarantee in this form may lead to the proposal being discarded.

As per the Jordanian rules, the eligible companies shall have the following requirement:

- **Be a Contractor classified under the Government Tenders Department (GTD) as Grade (1 or 2) in the field of Electro Mechanical, specialized in the Electro Mechanical and renewable energy and have license from the Energy and Minerals Regulatory Commission (EMRC) for supply, installation, testing, commissioning and maintenance of Photovoltaic systems, class A.**
- **Or be a Contractor classified under the GTD as Grade (1 or 2) in the field of Electro Mechanical, specialized in the Electro Mechanical and renewable energy entering into a consortium as joint venture with a renewable energy company that have a license from the Energy and Minerals Regulatory Commission (EMRC) for supply, installation, testing, commissioning and maintenance of Photovoltaic systems, class A, where the Contractor who is classified under the GTD shall be the joint venture leader.**

International companies that are announced as first ranking bidders can submit their GTD and EMRC licenses within 10 working days after date of announcement, failure to do so, will lead to rejection of offer, and to move to the next highest evaluated bidder in the tender evaluation.



TENDER ACKNOWLEDGEMENT

Eng. Amani Al-Azzam
Secretary General of MEMR
Chairman of the Special Procurement Committee
Fax (962-6-5821398)
Email: generals@memr.gov.jo

Dear Sirs

We the undersigned

Acknowledge receipt of a complete set of Tender Documents for Tender Number (1M\Works\2024) Supply and Turnkey installation of a solar PV grid connected plant at Azraq (Jordan), comprising one copy of each of the following:

Volume 1 Invitation to Tender, Instructions to Tenderer's, Conditions of Contract and Tender Forms

Volume 2 Technical Specification for the photovoltaic grid connected plant

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

Name:

Address:

Attention:

Fax No. _____ Email _____

Handwritten signature and initials

Our local agent in Jordan is:

Name:

Address:

Attention:

Fax No.

Email: _____

Handwritten signature and initials

SECTION 2

INSTRUCTIONS TO TENDERERS

SECTION 2 INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

1. Description of Works

Government of Jordan is committed to reduce carbon emissions and oil dependency. With this purpose several renewable energy projects have been launched through MEMR. The first PV project connected to Grid in Jordan was implemented in Azraq.

Near the Azraq Electric Substation MEMR has built a Grid Connected PV Plant (AZRAQ-I PV PLANT). This PV Plant was successfully built and has been producing energy as expected since its implementation.

The project AZRAQ-I PV PLANT was funded by the Bilateral Spanish-Jordan Debt Swap Mechanism. Due to the fact that the AZRAQ-I has been a success the aforementioned Debt Swap Mechanism has decided to fund a new PV plant in the same location.

The new project object of this tender is AZAQ-II PV PLANT, this new project is planned to be implemented in the available land next to the Northern perimeter of the current PV Plant.

1.1 Definite Work

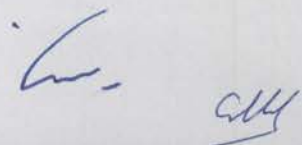
The Definite Work comprises the supply and installation on a turnkey basis of solar PV grid connected plant (**Minimum 900kW**) to be located at Azraq (Jordan) that implies the design, supply, construction, commissioning and first two years of operation and maintenance warranty. Tenderer shall propose a technical solution for the solar PV Plant with the maximum capacity/ performance based on the available budget.

The turnkey contract shall be in accordance with all applicable regulations and guaranteed performance and the technical specifications and according to Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor. First Issue 1999.

The scope of work includes all necessary on-site infrastructure (such as roads cables, service area, fencing, security, water supply, telecommunications, space for on-site personnel for security and operations, and other services as required), it also includes connection at 11 kV to the NEPCO substation adjacent to the PV power plant

During the first two years after commissioning, the supplier shall fully operate and maintain the PV power plant under its exclusive responsibility.

The first and second year of operation and maintenance warranty includes but not limited to the associated Civil Works, PV panels, and converters, as well as



assigning a suitable staff to be in a daily basis at the site for the operation, monitoring, maintenance, troubleshooting and remedy all the faults and make available all the required spare parts for the power plant in due time. The supplier will be responsible to prepare a monthly reports on the operation and performance of the power plant and a complete comprehensive evaluation and assessment report at the end of each O&M year on the operation and performance of the PV power plant, also the supplier will be responsible for the on- job training for the Jordanian engineers and technicians on the operation, monitoring, maintenance and troubleshooting of the PV power plant.

The contractor shall have all spare parts necessary to support the PV Central in the O&M period.

The spare parts required in volume (2) - Technical Specification - Article (1.6. Spare parts) shall be listed in schedule 5.3 (Price of spare parts) in Volume 1 and shall be handed over to the employer at the end of the second year of operation.

- 1.2 Where specified, the Tenderer's shall complete all Price Schedules and submit all associated supporting technical documentation.

2. Source of Funds

The MEMR has received an allocation of funds from the Bilateral Spanish-Jordan Debt Swap Mechanism.

3. Eligible Tenderer

This invitation to Tender is open to all Tenderer's who satisfy the requirements concerning experience for past projects, and who are able to satisfy the conditions set out in Clause 11, Attachment 3.

As per the Jordanian rules, the eligible companies shall have the following requirement:

- **Be a Contractor classified under the Government Tenders Department (GTD) as Grade (1 or 2) in the field of Electro Mechanical, specialized in the Electro Mechanical and renewable energy and have license from the Energy and Minerals Regulatory Commission (EMRC) for supply, installation, testing, commissioning and maintenance of Photovoltaic systems, class A.**
- **Or be a Contractor classified under the GTD as Grade (1 or 2) in the field of Electro Mechanical, specialized in the Electro Mechanical and renewable energy entering into a consortium as joint venture with a renewable energy company that have a license from the Energy and Minerals Regulatory Commission (EMRC) for supply, installation, testing, commissioning and maintenance of Photovoltaic systems, class A, where the Contractor who is classified under the GTD shall be the joint venture leader.**

International companies that are announced as first ranking bidders can submit their GTD and EMRC licenses within 10 working days after date of announcement,

failure to do so, will lead to rejection of offer, and to move to the next highest evaluated bidder in the tender evaluation.

The joint venture agreement shall be submitted in the technical offer and shall follow the form mentioned in section 4 (FORM OF JOINT VENTURE AGREEMENT).

The joint venture agreement shall be certified by the notary public, this certification can be postponed until before award stage.

4. Eligible Plant, Equipment and Services

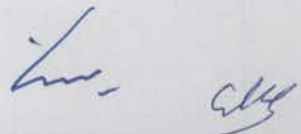
For the purposes of these Tender Documents the word "Facilities" means the Plant and Equipment to be supplied and the entire Installation and other Services to be carried out by the Contractor under the Contract. The word "Plant" shall be construed in accordance with the definition given in the Conditions of Contract.

5. Cost of Tendering

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

6. Site visit

- 6.1 The Tenderer is advised to visit and examine the site of the Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract. MEMR will conduct a site visit together with all interested tenderers. The date of this visit will be on the tenth day from the date of tender announcement. Tenderers shall inform MEMR by an official letter that they will join the site visit maximum before (2 calendar days) of the visit date, otherwise it will be their sole responsibility to visit the site by themselves.
- 6.2 The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection but only upon the condition that the Tenderer, his personnel or agents, will release and indemnify the Employer and his personnel or agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs, and expenses however caused, which for the exercise of such permission would not have arisen.
- 6.3 Failure to investigate the Site shall not relieve the Tenderer from responsibility for estimating properly the difficulty or cost of successfully performing the Works.



B. THE TENDER DOCUMENTS

7. Content of Tender Documents

- 7.1 The Works required, tender procedures, contract terms and technical requirements are prescribed in the Tender Documents. The Tender Documents include:

Volume 1 Invitation to Tender;
Instructions to Tenderers;
Conditions of Contract;
Letter of Tender, Appendix to Tender, Form of Tender Security,
Form of Contract Agreement, Form of Performance Security, Form
of Advance Payment Security, Form of Tenderers Experience,
Summary of Prices.

Volume 2 Technical Specification for Solar Plant.

The Tenderer is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in rejection of its tender. **Any conditioned proposal will be discarded.**

8. Clarification of Tender Documents

- 8.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Employer in writing. The Employer will respond in writing or by email to any request for clarification of the Tender Documents, which it receives no later than 15 calendar days prior to the closing date for submission of Tenders. Employer's response (including an explanation of the query but without identifying its source) will be sent to all prospective Tenderers who submit their letter of interest.

Clarifications shall be submitted specifying tender requirement, clarification question and document reference and shall be numbered. The clarification requests shall be submitted via email to GENERALS@MEMR.GOV.JO and cc to; YACoub.MARAR@MEMR.GOV.JO; jderrano@isdefe.es; HANA.ALZUABI@MEMR.GOV.JO

9. Amendment of Tender Documents

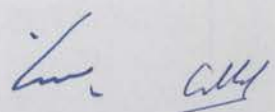
- 9.1 At any time prior to the closing date for submission of Tenders, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by amendment.
- 9.2 The amendment will be notified in writing or by telefax or email to all prospective Tenderers, who submit their letter of interest and will be binding on them. Tenderers are required to immediately acknowledge receipt of any such

amendment and it will be deemed that the information contained therein will have been taken into account by the Tenderer in its Tender.

- 9.3 In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tender, the Employer may, at its discretion, extend the deadline for the submission of Tenders.

10. Language of Tender

- 10.1 The Tender prepared by the Tenderer and all correspondence and documents related to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

Handwritten signature and initials in the bottom right corner of the page.

C. PREPARATION OF TENDERS

11. Documents comprising the Tender

11.1 Documents comprising the Tender

The Tender prepared by the Tenderer shall be based on the Tender Documents identified in Clause 7.1.

11.2 Documents to be submitted by Tenderers

When submitting its Tender in accordance with Part D (Submission of Tenders) of these Instructions to Tenderers, the documents to be submitted are the following:

- Letter of Tender and Appendix to Tender, duly completed and signed by the Tenderer together with all Attachments identified in Clause 11.3 below.
- Price Schedules for Definite Work duly completed by the Tenderer.
- Technical Schedules duly completed by the Tenderer.

Minor departures from the requirements of the Technical Specification, Conditions of Contract and other commercial conditions on which the Tenderer has based the Tender should be detailed in Schedule D.

11.3 Attachments to the Tender

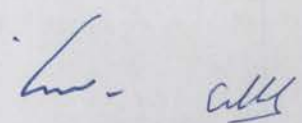
Each Tenderer shall submit with his Tender the following attachments:

Attachment 1 Tender Security

A Tender Security furnished in accordance with Clause 15.

Attachment 2 Power of Attorney

A Power of Attorney, duly authorized by a Notary Public, indicating that the person(s) signing the Tender have the authority to sign the Tender and thus that the Tender is binding upon the Tenderer during the full period of its validity in accordance with Clause 16.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

Attachment 3 Tenderers eligibility and qualifications

The documentary evidence of the Tenderer's qualifications to perform the Contract, if its Tender is accepted, shall establish:

Financial Standing:

- a. Audited Financial Statements: The tenderer, or in case of its members, each member, shall submit copies of audited financial statements (consolidated balance sheets, consolidated income statement and where available, consolidated cash flow statement including all related notes, and income statements) for the latest available 3 years. Where an Applicant has less than three years of incorporation, the Applicant must submit the aforementioned for the period of incorporation.
- b. Tenderer shall provide its main financial performance data in a relevant form (Financial Standing Form), to prove its capability to execute the project. Mainly the Net worth of the company shall be positive for the last three years.

$$\text{Net Worth} = \text{Total Assets} - \text{Total Liabilities}$$

Tenderers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The MEMR is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderers.

Any tenderer will be disqualified in case the above mentioned requirements are not met.

Attachment 4 Eligibility of the Facilities

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

- a. That, in the case of a Tenderer offering to supply Plant and Equipment under the Contract which the Tenderer does not manufacture or otherwise produce, the Tenderer has been duly authorized by the manufacturer or producer of the Plant and Equipment to supply them in the Employer's country for this specific tender. **According to the source of funds and the provisions set forth in the Bilateral Debt Swap Mechanism the manufacturer of the key project component (PV modules, inverters, and PV module mounting structure) has to be from Spanish origin. Manufacturers of the key components must be legally registered Spanish Companies. This origin must be substantiated with a certificate of origin for the equipment, specifying that the essential equipment must be manufactured in Spain."** Bidder must provide data sheets of key components as part of their proposals. Data sheets shall show Clearly Manufacturers of each component.
- b. The Tenderer shall provide documentation, certified by the Owner, to show that the equipment technology to be supplied, is in successful commercial



service.

- c. detailed description of the essential technical and performance characteristics of the Facilities;
- d. a list giving full particulars, including available Facilities;
- e. a list giving full particulars, including available sources, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of Facilities as required by the Technical Specification
- f. Proposed team: Tenderer is to include a Proposal including key members and their qualifications, composed of at least Project Manager and Site Manager with sufficient experience.
- g. Commentary on the Employer's Technical Specifications and adequate evidence to demonstrate that the Facilities offered, substantially comply to those Specifications or, in Schedule D, a statement of departure from the Technical Specifications. Tenderers shall note that standards for workmanship, materials and equipment designated by the Employer in the Tender Documents are intended to be descriptive only and not restrictive.

Attachment 5 Subcontractors proposed by the Tenderer

The Tenderer shall include a list of all major items which it proposes to subcontract, giving details of the name and nationality of the proposed subcontractor for each item. Tenderers shall list no more than one subcontractor against each item. Quoted rates and prices will be deemed to apply and no adjustment of the rates and prices will be permitted.

The Tenderer shall be responsible for ensuring that any subcontractor proposed by it complies with the requirements of Clause 3 (Eligible Tenderers), and that any Plant, Equipment or Services to be provided by the subcontractor comply with the requirements of Clause 11.3, Attachment 3 (Tenderers eligibility and qualifications) item b.

The Employer reserves the right to reject any proposed subcontractor prior to the award of Contract.

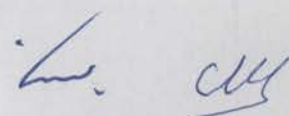
Tenderer is to include a List of Subcontractors proposed for the execution of the project.

Attachment 6 Alternative Tenders

Tenderers cannot submit Alternative Tenders, in addition to the requested Tenders.

Attachment 7 Times for Completion

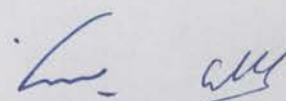
Tenderers are required to complete and submit with their Tenders the Time Schedule, given in Schedule B of Section 6, required to achieve completion within the



specified time in the Appendix to Tender. Project execution period covers all activities required to connect the project to the grid and obtaining the relevant certificate from NEPCO declaring the successful connection of the project and the start of the commercial operation of the PV plant.

Attachment 8 Declaration for Prohibited Payments

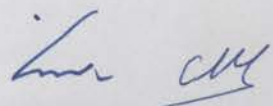
- A - The Tenderer shall represent and warrant to The Employer in the Declaration for Prohibited Payments attached to this Tender, that no direct or indirect commissions, consulting fees, Tender fees or other payments, and no inducements or the giving of anything of value, (collectively referred to as "Prohibited Payments"), have been made or promised to be made, directly or indirectly, by or on behalf of the Contractor, its sub-Contractors and its or their employees, agents or representatives, to The Employer including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, 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 on behalf of the Contractor, its sub-Contractors and its or their employees, agents or representatives, to any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer 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 paragraph A of this clause, The Employer at its sole option and discretion shall take all or any of the following Actions: (i) terminate the Contract; and /or (ii) deduct from all or any payments due to the Contractor under this Contract an amount equal to two times the amount of any Prohibited Payment; and/or (iii) demand that the Contractor pay forthwith to the Employer, which demand the Contractor hereby irrevocably agrees to honor an amount equal to two times the amount of any Prohibited Payment, it being the intention, subject to paragraph D below, that the aggregate of all amounts to which The Employer is entitled under paragraph B shall not exceed the amount which is two times the amount of all Prohibited Payments.
- C - The Tenderer agrees that provisions substantially similar (but in no event less restrictive) to paragraphs A and B above shall be incorporated by the Contractor in all agreements with the Contractor's Sub-Contractors, suppliers or contractors arising out of or relating to this Contract, and which provisions shall also expressly provide that the same may, at The Employers sole discretion, be enforced directly by The Employer. The Tenderer further agrees promptly to supply to The Employer true and complete copies of such agreements, forthwith upon entering into by the Contractor of such agreements.
- D - The rights and remedies of The Employer under this clause are in addition to and not in derogation of any other rights The Employer may have under applicable law or regulations.



E - This clause shall survive the termination of the Contract.

Attachment 9 Declaration for Other Payments

- A The Tenderer shall fully disclose in the Declaration for Other Payments attached to this Tender any and all direct or indirect commissions, consulting fees, agent fees, tenders fees or other payments, or inducements or the giving of anything of value (collectively referred to as "Other Payments") to third parties other than any official employee, worker, representative or agent of The Employer, including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of the Contractor, its sub- contractors 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 agrees promptly to disclose to 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 the 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 paragraph A of this clause, The Employer at its sole option and discretion shall take all or any of the following Actions: (i) terminate the Contract; and /or (ii) deduct from all or any payments due to the Contractor under this Contract an amount equal to two times the amount of any Third Party Payments; and/or (iii) demand that the Contractor pay forthwith to the Employer, which demand the Contractor hereby irrevocably agrees to honour, an amount equal to two times the amount of any Third Party Payments, it being the intention, subject to paragraph D below, that the aggregate of all amounts to which The Employer is entitled under paragraph B shall not exceed the amount which is two times the amount of all Third Party Payments.
- C The Tenderer agrees that provisions substantially similar (but in no event less restrictive) to paragraphs A and B above shall be incorporated by the Contractor in all agreements with the Contractor's Sub-Contractors, suppliers or Contractor arising out of or relating to this Contract, and shall also expressly provide that the same may, at The Employers sole discretion, be enforced directly by The Employer. The Contractor further agrees promptly to supply to The Employer true and complete copies of such agreements, together with evidence of their inclusion in such agreements, forthwith upon entering into by the 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 Employer under this clause are in addition to and not in derogation of any other rights The Employer may have under applicable law or regulations.
- E This clause shall survive the termination of the Contract.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

12. Letter of Tender and Price Schedules

- 12.1 The Tenderer shall complete the Letter of Tender and appropriate Price Schedules furnished in the Tender Documents in the manner and detail indicated therein, following the requirements of Clause 13.

13. Tender prices

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

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

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

- 13.4 According to the source of funds, projects financed with funds from the Bilateral Spanish-Jordan Debt Swap Mechanism are tax exempted; this Exemption of the project includes equipments, main contractors and subcontractors, main consultants and sub consultants and consultancy services from all customs duties, general and special sales tax, income tax, stamp of import stamps and any other taxes or fees". (As in the relevant Cabinet Resolution (CR No.5721 dated 24/12/2017). See attached Annex 5.

Tenderers shall quote for the entire work taking into account this particularity.

- 13.5. **Total Tender Price submitted by the Tenderer shall not exceed the Fixed Price mentioned in Clause No. 27 (Evaluation of Commercial Aspects).**

14. Tender currencies

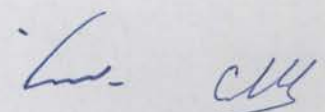
- 14.1 All Prices shall be quoted in Jordan Dinars (JD).

15. Tender Security

- 15.1 All Tenders must be accompanied by a Tender Security in the amount of **JD16,000 (Sixteen thousand Jordan Dinars)** in the form of a Bank Guarantee issued directly by an approved bank located in Jordan, in the form provided in the Tender Document. The Tender Security of a Joint Venture must be in the name of the Joint

Venture submitting the Tender. Failure to apply the Guarantee in this form may lead to the proposal being discarded.

- 15.2 The Tender Security is required to protect the Employer against risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 15.6.
- 15.3 **Any Tender not secured in accordance with Sub-Clause 15.1 will be rejected by the Employer as non-responsive.**
- 15.4 An unsuccessful Tenderer's Tender Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Tender validity prescribed by the Employer, pursuant to Clause 16.
- 15.5 The successful Tenderer's Tender Security will be discharged upon the Tenderer executing the Contract, pursuant to Clause 33, and furnishing the performance security, pursuant to Clause 34.
- 15.6 The Tender Security may be forfeited:
- a. if a Tenderer withdraws its Tender during the period of Tender validity specified in Clause 16; or
 - b. in case of a successful Tenderer, if the Tenderer fails:
 - i. to sign the Contract in accordance with Clause 33; or
 - ii. to furnish performance security in accordance with Clause 34.
16. **Period of validity of Tenders**
- 16.1 Tenders shall remain valid for 180 days after the closing date for the receipt of Tenders prescribed by the Employer pursuant to Sub-Clause 18.1. The Employer as non-responsive shall reject a Tender for a shorter validity period.
- 16.2 In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity of the Tenders. The request and responses thereto shall be made in writing or by telefax or email. If a Tenderer accepts to prolong the period of validity, the Tender Security shall also be extended accordingly. A Tenderer may refuse the request without forfeiting its Tender security. Any Tenderer granting the request will not be required nor permitted to modify its Tender.
17. **Format and signing of Tender**
- 17.1 The Tenderer shall prepare an Original and one hard copy, and two soft copies as (CD or USB flash memory) of the Tender clearly marking each one as "Original" and "Copy". In the event of any discrepancy between the Original and the copy, the Original shall govern.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

Submitted soft and hard copies shall be identical and exactly the same. If there is a difference between hard and soft copies; Original hard copies will prevail

- 17.2 The Original and the copy of the Tender, each consisting of the documents listed in Clause 11.2, shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The authorization shall be indicated by written power-of-attorney accompanying the Tender and submitted as Attachment 2 to the Tender under Clause 11.3. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
- 17.3 The Tender shall contain no interlineations, erasures or overwriting except as shall be initialed by the person or persons signing the Tender.
- 17.4 The original and the copy of the Tender shall comprise two separate sealed envelopes marked and containing tender submission as follows: -

Envelope 1 - Marked "Envelope 1 Technical".

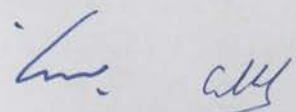
Contents:

- Letter of Tender and Appendix to Tender
- Tender Security (C1.11.3, Attachment 1)
- Power of Attorney (C1.11.3, Attachment 2).
- Declaration for Prohibited Payments (Refer to Clause 1.11.3, Attachment 8).
- Declaration for Other Payments (Refer to Clause 1.11.3, Attachment 9).
- Name and address of registered local agent or registered office in Jordan, if any
- Form of Financial Standing
- Company financial statements (for last 3 years)
- Technical schedules (Schedules C in section 6). Literature, drawings and data (Refer to Clause 1.11.3, Attachment 4). List of Subcontractors, Attachment 5)
- Tenderer compliance with the technical specifications mentioned in Volume II (in Matrix format).
- Schedule B in section 6: Time schedule
- Proposed team.
- SCHEDULE D: Minor departures from the Technical Specifications

Envelope 2 - Marked "Envelope 2 – Financial"

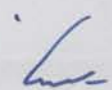
Contents:

- Price Summary Schedules.
- Schedule A in section 6, with its PV-Syst Attachment
- Tables in section 5



Envelope 1 should not include any indication of the financial aspects used in Envelope 2. The inclusion of such financial aspects will cause the rejection of the proposal.

Please also note that the PV-Syst results shall not be included in the technical envelope (Envelope 1)



D. SUBMISSION OF TENDERS

18. Sealing and marking of Tender

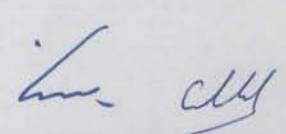
- 18.1 The Tenderers shall seal the Original Tender containing the documents specified in Clause 11.2 (Documents to be submitted by Tenderers) in an inner envelope marked "Original" and the copies of the Tender, duly marked as required by Sub-Clause 17.1 in a second inner envelope marked "Copies". The two inner envelopes shall be sealed in an outer envelope. Both inner and outer envelopes shall be addressed and marked as further described in Sub- Clauses 18.2 and 18.3.
- 18.2 The inner and outer envelopes shall be sealed and:
- a. Addressed to the Employer;
 - b. Bear the Tender Number, the Contract Name and the words "DO NOT OPEN BEFORE (12:00 Noon) HOURS ON (Tender Closing Date, 27 March 2024).
- 18.3 The inner envelopes shall each indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late". The outer envelope shall bear no indication as to the identity or address of the Tenderer.
- 18.4 If the outer envelope is not sealed and marked as required by Sub- Clauses 18.2 and 18.3, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

19. Deadline for submission of Tenders

- 19.1 Tenders must be received by the Employer no later than the time and date stated in the Invitation for Tenders and Announcements.
- 19.2 The Employer may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in accordance with Sub- Clause 9.3, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Tenders

- 20.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer, pursuant to Clause 19, will be rejected and returned unopened to the Tenderer.



21. Modification and withdrawal of Tenders

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

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

a) The Tenderers shall provide an Original and three copies of any modifications to its tender, clearly identified as such, in two inner envelopes, duly marking the envelopes as "Tender Modifications – Original" and "Tender Modifications – Copies". The inner envelopes shall be sealed in an outer envelope, duly marking the envelopes as "Tender Modifications".

b) Other provisions concerning the marking and dispatch of Tender modifications shall be in accordance with Sub-Clause 18.2, 18.3 and 18.4.

c) Modifications received after the deadline for submission of Tenders will be ignored.

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

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

21.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in Clause 16. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to Sub-Clause 15.6.

E. TENDER OPENING AND EVALUATION.

22. Opening of Tenders by Employer

There will be two Public Openings:

- ✓ Technical (Envelope 1)
- ✓ Financial (Envelope 2)

23. Clarification of Tenders

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

24. Contacting the Employer

24.1 Subject to Clause 23, no Tenderer shall contact the Employer on any matter relating to its Tender, from the time of the opening of Tenders to the time the Contract is awarded.

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

25. Preliminary examinations of Tenders

25.1 The Employer will examine the Tenders to determine whether they are complete, whether any errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order. If the Tender Security is not valid the Tender will be returned unopened.

25.2 Prior to the detailed evaluation, the Employer will determine whether each Tender is substantially responsive to the Tender Documents. For purposes of these Clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material departures. The Employer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. **Failure To meet the requirements detailed in Attachments 3 Tenderers eligibility and qualification and Attachments 4 Eligibility of facilities**, item (a) (which is related to the origin of the key project component **will be considered to be a material departure to the conditions of the Tender Documents and the tender will be determined to be not substantially responsive.**

Tenderers must fulfill with the requirements detailed in *Attachment 3 Tenderers eligibility and qualifications* and *Attachment 4 -Eligibility of facilities/ item (a)*

- 25.3 The Employer may waive any minor informality, nonconformity or irregularity in a Tender which does not constitute a material departure, provided such a departure has been identified by the Tenderer in Schedule D of Section 6 and does not prejudice or affect the relative ranking of any Tenderer.

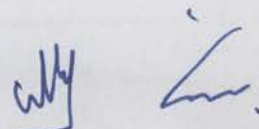
26. Evaluation of technical aspects

MEMR will evaluate the technical bids first. Financial bids will be opened only for tenderers who are qualified technically.

For technical evaluation, MEMR will start by evaluating the financial standing of the tenderer as per requested in Attachment 3: Tenderers eligibility and qualifications; **tenderers who don't meet the requirements for financial standing will be disqualified.**

After that, detailed evaluation will be done to evaluate the compliance with the tender requirements as described in the following point.

- 26.1 The Employer will carry out a detailed technical evaluation of the Tenders previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Tender Documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Tenders based on the information supplied by the Tenderers, taking into account the following factors:
- a. Compliance with the Technical Specifications;
 - b. Departures from the Technical Specifications as identified in Schedule D of Section 6 and those departures not so identified;
 - c. Completeness and quality of information supplied by the Tenderer in response to the Tender Documents;
 - d. Overall completeness and functional compatibility of the Facilities offered including achievement of specified performance criteria.
 - e. Suitability of the Facilities offered in relation to the environmental and climatic conditions prevailing at the Site;
 - f. Compliance with the Time Schedules called for in the Tender Documents;
 - g. Long term availability of spare parts and maintenance services;
 - h. Experience and references in respect of the Facilities, including compliance with requirements regarding qualifications; and

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized, cursive 'W' or 'V' shape. The second signature is a more fluid, cursive signature.

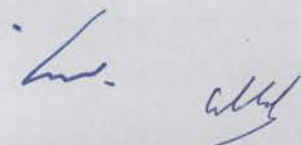
- i. Tenderer proposed personnel
- ii. Any other relevant factors which the Employer deems necessary or prudent to take into consideration.

27. Evaluation of commercial aspects

- 27.1 The tender is to be awarded at a fixed price of **(765,000.00) JD (Seven hundred and sixty five thousand Jordanian Dinars)** The evaluation of the tender will therefore be determined by the Annual Energy Production (SCHEDULE A).
The minimum accepted Project capacity is 900kW.
MEMR will check the correctness of the provided annual energy production through simulating the PV plant using the assumed parameters by the tenderer, and the metrological data provided by MEMR in this document. In case that the declared annual energy production from tenderer is unrealistic compared to the results of MEMR PV Syst, MEMR has the right to adjust the declared annual energy production or reject the bid of the tenderer.
- 27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total price and the price declared in the letter of tender, the total price shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail. If the Tenderer does not accept the correction of errors, its Tender will be rejected

28. Conversion to single currency

Tender prices are to be expressed in Jordan Dinars.



F. AWARD OF CONTRACT

Previous to signature of the Contract MEMR will call for negotiation to the best qualified Tenderer. During this negotiation phase Technical details will be discussed. In case that agreement was not reached between the best qualified tenderer the second one will be call for negotiation and so on. Price of the project is fixed so it will not be subject to negotiation.

29 Award criteria

- 29.1 Subject to Clause 33, the Employer will award the Contract to the successful Tenderer whose Tender has been determined to be substantially responsive, passed the detailed technical evaluation and has been determined as the highest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily following the negotiation session.

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

- 30.1 The Employer reserves the right to accept or reject any Tender, and to annul the Tender 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.

31. Notification of award

- 31.1 Prior to the expiration of the period of Tender validity, the Employer will notify the successful Tenderer in writing by letter or by telefax, to be confirmed in writing by letter, that its Tender has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract, which shall be deemed effective from the date of the said notification, subject to the fulfillment of the conditions stated in the Conditions of Contract.
- 31.3 Upon the successful Tenderer's furnishing of Performance Security pursuant to Clause 34, the Employer will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to Clause 15.

32. Signing of Contract

- 32.1 At the same time as the Employer notifies the successful Tenderer that its tender has been accepted, the Employer will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.
- 32.2 Within 28 calendar days of receipt of the Contract Agreement, the successful



Tenderer shall sign and date the Contract Agreement and return it to the Employer.

33. Performance security

- 33.1 Within 10 days after the effective date, the successful Tenderer shall furnish the performance security in the amount of 10 per cent of the Contract Price in the form given in Section 4 herein.
- 33.2 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 33.2 or Sub-Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

Handwritten signature and initials

SECTION 3

CONDITIONS OF CONTRACT

The Conditions of Contract comprise:

- The General Conditions which are the 'Conditions of Contract for EPC/Turnkey Projects (First Edition 1999)', published by the Fédération Internationale des Ingénieurs - Conseils (FIDIC) and
- The Particular Conditions of Contract, which include amendments and additions to the General Conditions.

The General Conditions shall be read in conjunction with the Particular Conditions which are contained herein.

3.1 General Conditions

The General Conditions are the 'Conditions of Contract for EPC/Turnkey Projects (First Edition 1999)', published by the Fédération Internationale des Ingénieurs - Conseils (FIDIC).

3.2 Particular Conditions

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

Where reference is made to any Clause or Sub-Clause, this shall mean, unless specifically stated otherwise, a Clause or Sub-Clause in the General Conditions, but with the amendments or additions given in these Particular Conditions.

Clause 1 -General Provisions- Sub-clause 1.1.1.1 "Contract"

Delete the entire Sub-Clause 1.1.1.1 and replace by:

"Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Employer's Requirements, the Schedules, the Contractor's Proposal, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

Clause 1 -General Provisions- Sub-clause 1.1.1.3 "Employer's Requirements"

Delete the entire Sub-Clause 1.1.1.3 and replace by:

"Employer's requirements" means the Technical Specifications and Schedules and all other documents as included in the contract agreement".

1.1.1.4 "Tender"

Delete the entire Sub-Clause 1.1.1.4 and replace by:

Means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract

Clause 1 -General Provisions- Add the following Sub-clauses:

1.1.1.6 "Letter of Acceptance"

"Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.7 "Letter of Tender"

"Letter of Tender" means the document entitled letter of tender, which was completed by the Contractor and includes the signed offer to the Employer for the Works.

1.1.1.8 "Schedules"

"Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include data, lists and schedules of payments and/or prices.

1.1.1.9 "Contractor's Proposal"

"Contractor's Proposal" means the document entitled proposal, which the Contractor submitted with the Letter of Tender, as included in the Contract. Such document may include the Contractor's preliminary design

1.1.1.10 "Appendix to Tender"

"Appendix to Tender" means the completed pages entitled appendix to tender which are appended to and form part of the Letter of Tender.

1.1.1.10 "Schedule of Guarantees" And "Schedule of Payments"

"Schedule of Guarantees" And "Schedule of Payments" means the documents so named (if any) which are comprised in the schedules.

Sub-clause 1.1.2.11 "Engineer"

Means the person appointed by the Employer to act as the Engineer for the purposes of the Contract, or other person appointed from time to time by the Employer and notified to the Contractor.

Clause 1 -General Provisions- Sub-clause 1.1.3.3 "Time for Completion"

Add to the end of Sub-Clause:

The "Time for Completion" shall be 7 months from Commencement Date to the date of the Taking Over Certificate.

Clause 1 -General Provisions- Sub-clause 1.1.3.6 "Tests after Completion"

Add to the end of Sub-Clause:

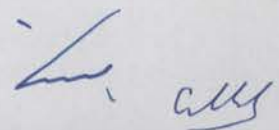
The Works will not be taken over in Sections.

Clause 1 -General Provisions- Sub-clause 1.1.3.7 "Defects Notification Period"

Replace last sentence of Sub-Clause by:

The "Defects Notification Period" shall be 24 months.

Clause 1 -General Provisions- Sub-clause 1.1.4.1 "Contract Price"



Delete the entire Sub-Clause 1.1.4.1 and replace by:

"Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.

Clause 1 -General Provisions- Sub-clause 1.1.4.7 "Retention Money"

Not applicable. Delete entire Sub-Clause 1.1.4.7.

Clause 1 -General Provisions- Sub-clause 1.1.4.8 "Statement"

Delete the entire Sub-Clause 1.1.4.8 and replace by:

"Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

Clause 1 -General Provisions- Add the following Sub-clauses:

1.1.4.9 "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

1.1.4.10 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

1.1.4.11 "Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

1.1.4.12 "Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].

Clause 1 -General Provisions- Sub-clause 1.1.6.2 "Country"

Delete the entire Sub-Clause 1.1.6.2 and replace by:

"Country" means The Hashemite Kingdom of Jordan.

Clause 1 -General Provisions- Add the following Sub-clauses:

1.1.6.9 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the date for submission of the Tender.

1.1.6.10 "EPC/Turnkey Project" means the entire coverage of all Services and Works for design, manufacture, testing, transport, storage, construction, installation, commissioning, trial operation, training etc. of all mechanical, electrical, control equipment and the civil part, together with spare parts, tools and instruments of the Plant under the Contract, and will include all such items of Plant and equipment or Works or Services, whether mentioned in the Contract or not, which are required to make the Plant operationally complete to fulfil the contracted scope of work and performance, and fit for the intended purpose.

Clause 1 -General Provisions- Sub-clause 1.3 "Communications"

Delete the entire Sub-Clause 1.3 and replace by:

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- A) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Appendix to Tender; and
- B) delivered, sent or transmitted to the address for the recipient's communications as stated in the Appendix to Tender. However:

- i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.
- C) The Contractor shall furnish an address for service in the City of Amman at which any process and any notices, written communications and other documents intended for him may be served on or given to him; and any other process, or any notices, written communication or other document so served on or given to the Contractor shall be binding upon him
 - D) The contractor shall obtain, at his own cost, work permits from the appropriate Jordanian authorities to enable any foreign personnel employed by him to work in Jordan. The contractor shall be responsible for all formalities in connection with passports, visas, police permits and for customs duties and other import charges for personal goods of foreign personnel employed by him on the Contract. However, the Employer will, if required, assist the Contractor in obtaining visas and work permits, to the extent of writing letters to the concerned authority confirming the status of the contractor
 - E) Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.
 - F) Details of communication during project implementation, e.g. addresses, and system of electronic communication, will be agreed during kick-off meeting.

Clause 1 -General Provisions- Sub-clause 1.4 "Law and Language"

Delete the entire Sub-Clause 1.4 and replace by:

- a) The Laws which apply to the Contract are the Laws in force of the Country: The Hashemite Kingdom of Jordan.
- b) The language of the Contract is the English language. All project documentation shall be submitted in English language. In addition, documents as specified in the Employer's Requirements shall be provided in English language.
- c) All documents necessary to obtain permits from the local authorities shall be additionally and as required provided in Arabic language.

Clause 1 -General Provisions-Sub-Clause 1.5 – Priority of Documents

Delete the entire Sub-Clause 1.5 and replace by:

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 stipulations of the Contract Agreement.

If and ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

Clause 1 -General Provisions- Sub-clause 1.6 "Contract Agreement"

Delete the entire Sub-Clause 1.6 and replace by:

The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless they agree otherwise. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

Clause 1 -General Provisions- Sub-clause 1.13 "Compliance with Laws"

Add the following sub-clause,

- (c) The Contractor shall be solely responsible to investigate and conform to all requirements

of all announcements, which have been or are being issued by the governmental authorities in Jordan.

Clause 2 –The Employer- Sub-clause 2.2 "Permits, Licences or Approvals"

Add the following sub-clause,

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

Clause 4 – The Contractor - Sub-clause 4.1 "Contractor's General Obligations"

Add the following Sub-clauses:

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

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

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

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 of the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

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

Other conditions: The Contractor shall be responsible for keeping discipline on the Site and shall obey all police, health and municipal regulations and all other regulations which may from time to time require his observance and he shall instruct his agents, subcontractors and other employees to obey such regulations.

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

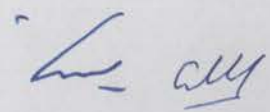
Observance by subcontractor: The Contractor shall be responsible for observance by his subcontractors of the foreign provisions.

Clause 4 –The Contractor- Sub-clause 4.2 "Performance Security"

Delete the entire Sub-Clause 4.2 and replace by:

The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount and currencies of ten (10) percent of total amount of the Project.

The Performance Security shall be in force until the completion of the works. The Performance Security will be reduced to (5) percent of total amount of the Project after issuing the Taking over Certificate.



Performance Security shall be released after the Employer received the following document and found it in order:

- Performance Certificate signed by MEMR representative.

The Contractor shall deliver the Performance Security to the Employer within 10 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer in the Contract Agreement in a form approved by the Employer.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:

- (a) failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security,
- (b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Sub-Clause 2. 5 [Employer's Claims] or Clause 20 [Claims, Disputes and Arbitration], within 42 day s after this agreement or determination,
- (c) failure by the Contractor to remedy a default within 42 day s after receiving the Employer's notice requiring the default to be remedied, or
- (d) circumstances which entitle the Employer to termination under Sub-Clause 15. 2 [Termination by Employer], irrespective of whether notice of termination has been given.
- (e) failure to perform the Scope of Works according to Technical Specifications.

The Employer shall return the Performance Security to the Contractor within 21 days after the Contractor has become entitled to receive the Performance Certificate.

Clause 4 – The Contractor - Sub-clause 4.6 "Co-Operation"

Replace the second last paragraph as follows:

The Contractor shall be responsible for his construction activities on Site and shall coordinate his own activities with those of other contractors, authorities as well as the transmission company. The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor.

Clause 4 – The Contractor - Sub-clause 4.7 "Setting Out"

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

The Contractor shall be responsible for the verification of the survey control points, benchmarks and such other information provided to him, and any errors or delays in the Works caused by the Contractor's failure to verify the accuracy of such data will not be an acceptable cause for an extension of time or payment of additional Cost.

Clause 4 – The Contractor - Sub-clause 4.8 "Safety procedures"

Replace point (d) by the following:

- (d) Provide fencing, lighting, guarding and watching of the Works until completion and end of operation and maintenance period, and

Add the following item:

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

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

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

Clause 4 – The Contractor - Sub-clause 4.10 "Site Data"

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

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- a) the form and nature of the Site, including sub-surface conditions,
- b) the hydrological and climatic conditions,
- c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- d) the Laws, procedures and labour practices of the Country, and
- e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

Clause 4 – The Contractor - Sub-clause 4.14 "Avoidance of Interference"

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

The Contractor shall reinstate all properties whether public or private which are damaged in consequence of the execution and/or maintenance of the Works to a condition as specified and at least equal to that existing before his first entry on them.

If in the opinion of the Employer the Contractor shall have failed to take prompt action with respect to his obligations in the matter of reinstatement, the Employer will inform the Contractor in writing of his opinion, in which circumstances the Employer reserves the right to employ others to do the necessary reinstatement work and to deduct the cost thereof from any money due or which shall become due from the Employer to the Contractor.

Clause 6 –Staff and Labour- Sub-clause 6.1 "Engagement of Staff and Labour"

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

The Contractor and his employees shall be liable for personal income and other taxes due in Jordan for personnel employed by the Contractor. The Contractor shall obtain, at his own cost, work and resident permits from the appropriate Jordanian authorities to enable foreign personnel to work in Jordan. The Contractor shall be responsible for all formalities in connection with passports, obtaining visas, police permits, and expenses for custom duties and shall also be responsible for the custom duties and other import charges related to personal goods of foreign personnel employed on the project.

Clause 6 –Staff and Labour- Sub-clause 6.2 " Rates of Wages and Conditions of Labour"

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

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

The Contractor shall keep proper wage books and times sheets and other proper account books and shall on request of the employer, produce for his inspection the above-mentioned documents and books, showing the wages paid, and the hours worked by the Contractor's employees.

Clause 6 –Staff and Labour- Sub-clause 6.4 " Labour Laws"

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

The Contractor shall be responsible on his own account for payment of all taxes, levies and other charges for the persons employed by him for execution of the Contract, in accordance with the Laws of the Country.

Clause 6 –Staff and Labour- Sub-clause 6.8 "Contractor's Superintendence"

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

The Contractor shall assign the Site Manager and his Deputy Site Manager with adequate professional qualifications and any other provisions required by the effective regulations of the Country. The Site Manager shall have all authority to act as Contractor's Representative on the Contractor's behalf. The assigned Site Manager, or his deputy, shall be always present at Site during construction/erection and installation works, and each order or instruction issued in writing by the Employer shall be considered to be handed over to the Contractor. If the above presence is not fulfilled, the Employer reserves the right to stop the works without any claims from the Contractor.

The Contractor shall have available on Site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.

Clause 6 –Staff and Labour- Sub-clause 6.9 "Contractor's personnel"

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

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

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

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

Clause 8 –Commencement, Delays and Suspension- Sub-clause 8.3 "Programme"

The words "of each major stage of the works" of paragraph (a) of Sub-Clause 8.3 shall be replaced by "of each stage of design, procurement, testing, manufacture, delivery to site, customs clearance, construction, supervision, erection, commissioning and trial operation".

Add at the end of Sub-Clause 8.3, last sentence the words:

"within 14 days of the date of such notice".

Add to the last paragraph:

The time programme shall be a network type program identifying the critical path and early/late starts and finish dates for all activities. The program shall be supported by information on the resources that will be dedicated to each activity to complete within the programmed period.

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

The detailed time programme shall show all activities and sequences of operations for the orderly design, manufacture and delivery of the Plant and the completion of the Works and shall be drawn to

a monthly time scale commencing with the Commencement Date. It shall show in detail intermediate milestone dates for all engineering, procurement, supply and construction activities. Activity descriptions shall be discrete so that the actual and scheduled work progress can be determined. The Contractor will identify the critical paths both on activity listing and graphic display.

If the Contractor, during the execution of the Works, shall see it necessary to make any modification to the detailed time programme, he shall immediately submit said modifications to the Employer for review. The Contractor's submittal to the Employer shall include his recommendations and means to resolve the impact of these modifications on other contractors' work. The Contractor's submittal of these recommendations and the review of the Employer thereto, shall not relieve the Contractor of his responsibilities and duties under the Contract.

If the Contractor fails to submit the detailed time programme or any revision thereto, in the form and level of detail and by the deadline required by this Sub-Clause and the Employer notifies the Contractor in writing of this failure, the Contractor shall submit the specified programme to the satisfaction of the Employer within 21 days following such notification. If the Contractor fails to submit the required detailed time programme within 21 days following such notification the Employer may instruct the Contractor to suspend progress of part or all of the Works in accordance with Sub-Clause 8.8 [Suspension of Work] and such suspension shall be deemed to be the responsibility of the Contractor for the purposes of that Sub-Clause.

Clause 8 –Commencement, Delays and Suspension- Sub-clause 8.7 " Delay Damages "

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

If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Appendix to Tender, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to Tender.

These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

These delay damages for such default shall be due without the Employer having to demonstrate his actual loss.

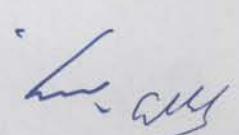
Clause 8 –Commencement, Delays and Suspension- Sub-clause 8.8 "Suspension of Work"

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

Causes for such suspension which shall be deemed to be the responsibility of the Contractor for the purposes of this Sub-Clause, and for which therefore Sub-Clauses 8.9, 8.10 and 8.11 shall not apply, shall include, but not be limited to, the following:

- (a) default under the Contract or breach of contract by the Contractor;
- (b) climatic conditions on the Site or conditions arising out of climatic conditions;
- (c) failure by the Contractor to submit a detailed time programme within 21 days following notification by the Employer of the Contractor's failure to submit the said programme in accordance with Sub-Clause 8.3 [Programme]; or
- (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Employer or the Employer's Representative or from any of the risks defined in Sub-Clause 17.3 [Employer's Risks]).

Clause 10 –Employer's Taking Over- Sub-clause 10.1 "Taking Over of the Works and



Sections"

Insert after the second paragraph:

There shall be only one taking over date, when the entirety of the works will be taken over and certified. Taking over in Sections is not intended.

Clause 11 –Defects Liability- Sub-clause 11.3 " Extension of Defects Notification Period"

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

If during the Defects Notification Period it is deemed necessary to replace some component due to functional failure, the Defects Notification Period for this component starts from its date of replacement. The required time for remedying of the defects will be added to the Defects Notification Period.

Clause 11 –Defects Liability- Sub-clause 11.4 "Failure to Remedy Defects"

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

Clause 11 –Defects Liability- Sub-clause 11.11 "Clearance of Site"

In the second line delete "surplus material".

Add the following paragraph:

On completion of the Works, any surplus materials (not scrap) may be disposed in one of the following manners:

- i) Pay the custom and tax on these materials to the related authorities and then dispose it from the site.
- ii) Re-Export from Jordan.
- iii) Sell locally as per the custom rules.

Clause 12 –Tests after Completion- Sub-clause 12.1 "Procedure for Tests after Completion"

Replace point (a) by the following:

- (a) The contractor shall provide provide all electricity, equipment, fuel, instruments, labour, materials and make the Contractor Personnel and Plant available.

Clause 12 –Tests after Completion- Sub-clause 12.4 "Failure to Pass Tests after Completion"

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

The non-performance damages for failure referred to in Sub-clause Paragraph (b) for the PV Performance Ratio (PR) and the availability shall be as follows:

During the first two years of O&M PV plant is to work with availability (A) higher than 97% and a PV Plant Performance Ratio (PR) higher than 80%.

Every year Penalties shall be calculated based on the following table:

if $A < 0,97$; $PR > 0,8$	$O\&M \text{ Penalties} = EP \times ((0,97-A) \times (\text{Annual Expected Energy}))$
if $A > 0,97$; $PR < 0,8$	$O\&M \text{ Penalties} = EP \times ((0,8- PR) \times (\text{Annual Expected Energy}))$
if $A < 0,97$; $PR < 0,8$	$O\&M \text{ Penalties} = EP \times ((0,97-A) + (0,8-PR)) \times (\text{Annual Expected Energy}))$
EP- Electricity Price= (0.08 JOD's/KWh)	

Penalties will be paid back to the MEMR after the end of each O&M year. The Contractor shall also make sure to take corrective actions to avoid the shortage or under performance in the following year.

Clause 13 – Variations and Adjustments - Sub-clause 13.5 "Provisional Sums"

Not applicable. Delete entire Sub-Clause 13.5.

Clause 13 – Variations and Adjustments - Sub-clause 13.8 "Adjustments for Changes in Costs"

Not applicable. Delete entire Sub-Clause 13.8.

Clause 14 – Contract Price and Payment - Sub-clause 14.1 "Contract Price"

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

(c) The tender is to be awarded at a fixed price of (765,000.00) JD (Seven hundred and sixty five thousand Jordanian Dinars)

(d) Payment will be made in Jordanian Dinars (JD).

Clause 14 – Contract Price and Payment - Sub-clause 14.2 "Advance Payment"

Delete the entire Sub-Clause 14.2 and replace by:

The Employer shall make an advance payment, as an interest-free loan for mobilization and design, when the Contractor submits a guarantee. Ten percent (10%) of the total Contract Price shall be disbursed by the Employer to the Contractor as an Advance Payment against an irrevocable Advance Payment Security for an equivalent amount and currency made out in favour of the Employer by a Jordan Local Bank. The Advance Payment Security of a Joint Venture must be in the name of the Joint Venture submitting the Tender.

The Advance Payment Security shall be reduced until its extinction in a pro rata base of 12.5% of the value of each completed work, after the submission of each respective invoice by the Contractor to the Employer.

Ten (10%) of the total Contract Price shall be paid to Contractor within forty (60) days after reception of:

- Advance Payment Security.
- Commercial invoice in one original and three copies.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.

Clause 14 - Contract Price and Payment - Sub-clause 14.3 " Application for Interim Payments"

Delete sub-paragraph (c) as it not applicable.

Clause 14 – Contract Price and Payment - Sub-clause 14.4 "Schedule of Payments"

Delete last paragraph of Sub-Clause 14.4.

Add to the end of Sub-Clause 14.4:

Payment shall be paid in accordance with the milestone schedule below, each payment shall be paid within sixty (60) days from the date of an interim payment certificate which will be issued by the Engineer against receipt of Contractor's application for interim progress payment (invoice) supplemented with the required documents listed below:

Instalment	Milestone	Documents need to be attached to the payment application	Percentage
Instalment 1 (Advance payment)	According to sub-clause 14.2 of Conditions of Contract	<ul style="list-style-type: none"> - Commercial invoice in two original and three copies. - Advance Payment Security 	10%
Instalment 2	Delivery of PV module mounting structure to the project site	<ul style="list-style-type: none"> - Commercial invoice in one original and three copies. - Inspection certificate countersigned by Employer's inspection engineer. - Packing list in one original plus three copies. - Certificate of origin in one original plus three copies. - Other documents required by the formalities of the loan agreement, if any. - Detailed Designs of the Project. Designs are to consisted of Memo, Calculations and Drawings. - Approval of Designs by MEMR. 	15%
Instalment 3	Delivery of PV modules and inverters to the project site	<ul style="list-style-type: none"> - Commercial invoice in one original and three copies. - Inspection certificate countersigned by Employer's inspection engineer. - Packing list in one original plus three copies. - Certificate of origin in one original plus three copies. - Other documents required by the formalities of the loan agreement, if any. - Detailed Designs of the Project. Designs are to consisted of Memo, Calculations and Drawings. - Approval of Designs by MEMR. 	30%
Instalment 4	Completion of the works and testing up to the main switch gear, end of cold commissioning	<ul style="list-style-type: none"> - Commercial invoice in one original and three copies. - Cold Commissioning Test certificate. - Additionally, it is required to present social insurance certificates corresponding to local workers. 	25%
Instalment 5	Completion of the connection to the main grid, test of the plant and commissioning.	<ul style="list-style-type: none"> - Commercial invoice in one original and three copies. - Take Over Certificate signed by MEMR representative. - Commissioning Test certificate according to Technical Specifications. 	10%
Instalment 6	Completion of the first year of Operation and Maintenance activities according to Technical Specifications.	<ul style="list-style-type: none"> - Commercial invoice in one original and three copies. - O&M report focused on Availability & PR over the year. Failure to fulfil with the expected outcomes is subject of penalties according to sub-clause 12.4 of Conditions of Contract. - Additionally, it is required to present social insurance certificates corresponding to local workers. 	5%
Instalment 7	Completion of the second year of Operation and Maintenance activities according to	<ul style="list-style-type: none"> - Commercial invoice in one original and three copies. - O&M report focused on Availability & PR over the year. Failure to fulfil with the expected outcomes is subject of penalties according to sub-clause 12.4 of Conditions of Contract. - Performance Certificate signed by MEMR representatives. 	5%

	Technical Specifications.	Additionally, it is required to present social insurance certificates corresponding to local workers.	
--	---------------------------	---	--

The Social Security Certificate, clearing the from Tax Authorities giving evidence of the payment of Labour Taxes due under the laws of H.K.J must be submitted with the Contractor invoices upon the issuance of Taking Over and Acceptance certificate and prior to issuance of the performance Certificate as applicable.

Clause 14 – Contract Price and Payment - Sub-clause 14.5 "Plant and Materials intended for the Works"

Not applicable. Delete entire Sub-Clause 14.5.

Clause 14 – Contract Price and Payment - Sub-clause 14.6 "Work on time and material basis"

Not applicable. Delete entire Sub-Clause 14.6.

Clause 14 – Contract Price and Payment - Sub-clause 14.7 "Timing of Payments"

The words "42 days" of paragraph (a) of Sub-Clause 14.7 shall be replaced by "60 days".

The words "42 days" of paragraph (b) of Sub-Clause 14.7 shall be replaced by "60 days".

The words "42 days" of paragraph (c) of Sub-Clause 14.7 shall be replaced by "60 days".

Clause 14 – Contract Price and Payment - Sub-clause 14.8 "Delayed payment"

Not applicable. Delete entire Sub-Clause 14.8.

Clause 14 - Contract Price and Payment - Sub-clause 14.9 "Payment of Retention Money"

Not applicable. Delete entire Sub-Clause 14.9.

Clause 16 –Suspension and Termination by Contractor-

Not applicable. Delete entire Sub-Clauses from 16.1 to 16.4.

Clause 18 –Insurance-

Delete sub clauses 18.1 to 18.8 inclusive and replace by the following:

Clause 18.1 - General Requirements

The Contractor shall comprehensively insure all the works, Plant, Materials, Contractor's documents, and the costs of demolition, removal of debris, and professional fees and profit.

The Contractor shall effect and maintain all the insurances required by him with an insurer and in terms approved by the Employer, and for the duration of the Contractor's obligations under this Contract.

In each insurance, the Contractor shall be named jointly with the Employer, in addition to himself, as the insured.

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

The Contractor shall within the respective periods stated in the Appendix to Tender (calculated from the Commencement Date), submit to the Employer:

- evidence that the insurances required by him have been effected, and
- copies of the policies, and
- for each insurance, evidence of paying the premium.

The Policies shall contain a provision that coverage will not be cancelled or materially

changed without Forty- Five (45) days written notice to the Employer. The Employer shall have the full right of negotiating coverage with the insurance company and shall be entitled for requesting any extension of the insurance policy to cover the execution of the work.

Any agreement reached between the Employer and the insurance company shall be considered as binding to the Contractor.

Prior to moving his equipment onto the site or beginning any operations at the site, the Contractor shall have provided to the Employer's representative at the site copies of the approved certificates.

Sub-clause 18.2 - Transport 'all risks' insurance

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

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

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

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

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

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

Sub-clause 18.3 - Erection 'all risks' insurance

The insurance shall cover:

a) All supplies and services under the Contract to one hundred and twenty per cent (120%) of the full Contract value from delivery of materials and equipment to the site for the whole of the works and during defects liability period until releasing the Contractor of any obligations.

b) The existing property at the site which belong to the Employer or held in care, custody, or control by him, the coverage shall be for its replacement value according to the Employer estimation.

The coverage of this insurance shall be against all risks, with deductible limits not exceeding those stated in the Appendix. The insurance shall be established through insurance company in the joint names of the Employer, the Contractor and Sub-Contractors and shall be payable in a free convertible currency. The insurance coverage between the "transport" and the "erection" all risks insurances shall be without any interruption. All monies received under any such insurance shall be applied in or towards the replacement and repair of the work destroyed or damaged. The method of execution of repairs shall be decided by the Employer/Engineer. The validity of these policies shall be up to the releasing the Contractor from any obligations.

Sub-clause 18.4 - Third party, public liability and property damage insurance

The Contractor shall, in the joint names of the Contractor, the Employer and Sub-Contractors insure through an insurance company against all damage or injury occurring during execution of the Contract to any person or any property (other than property forming part of the Works including the existing property of the Employer referring to in sub-clause 18.3/b) due to or arising out of the execution of the work. Such insurance shall be effected in terms approved by the Employer (which approval shall not be unreasonably withheld) and for at least the amount of USD 1,000,000 (one million) per single claim for an unlimited number of accidents. The Employer shall have the right at any time to require insurance coverage limits greater than that specified above. In such event, an additional premium payable solely as a result of such increase in insurance will be added to the Contract Price.

Sub-clause 18.5 - Accident or injury to workmen

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

Sub-clause 18.6 - Insurance against accident etc to workmen

Before commencing the execution of the Works on the site, the Contractor shall insure against his responsibilities towards his employees with an insurance company approved by the Employer and shall continue such insurance for the entire time that any persons are employed by him or his sub-contractors on the Work, and shall, when required, provide the Engineer with such policies of insurance and the receipt for payment of the current premiums. The Contractor shall present to the Employer satisfactory evidence that he has complied with the statutory obligations for workmen's compensation under the labour and social security laws of Jordan.

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

Sub-clause 18.7 - Contractor's equipment

The Contractor shall insure the Contractor's equipment for its full replacement value whilst in transit to the site, from commencement of loading until completion of unloading at the site, while on the site and until unloading at its return destination against all loss or damage caused by any of the "Contractor's Risk".

Sub-clause 18.8 - Remedy on the Contractor's failure to insure

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

Clause 20 - Claims, Disputes and Arbitration

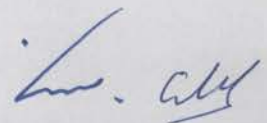
Delete sub clauses 20.2 to 20.8 inclusive and replace by the following:

"If any dispute, question or controversy shall arise between the Employer and the Contractor

concerning this Contract the matter in dispute shall be referred to an arbitrator. The arbitrator shall be appointed jointly by the Employer and the Contractor. If the parties fail to agree on the appointment of the arbitrator within two months of the date of the request to refer the dispute to arbitration, such arbitrator shall be appointed by the president of the highest court in Jordan at the request of either or both parties. All arbitration proceedings shall be held in Jordan.

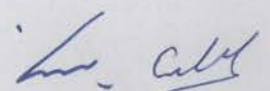
The decision of the Arbitrator shall be final and binding on both the Employer and the Contractor. Any such reference shall conform to the statutory enactment or regulation governing arbitrations as may be in force in Jordan at the time. The assessment of cost incidental to the reference and award respectively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

Work under this Contract, notwithstanding the existence of any such dispute, question of controversy shall continue uninterrupted. The arbitration proceedings shall not be entered into until after the completion or alleged completion of the Works unless with the written agreement of both the Employer and the Contractor."

A handwritten signature in blue ink, appearing to be 'L. alh', is located in the bottom right corner of the page.

SECTION 4 FORMS

- **Letter of Tender**
- **Appendix to Tender**
- **Form of Tender Security**
- **Form of Contract Agreement**
- **Form of Performance Guarantee**
- **Form of Advance Payment Guarantee**
- **Declaration for Prohibited Payments**
- **Declaration for Other Payments**
- **Form of financial Standing**

A handwritten signature in blue ink, appearing to read 'L. Albi', is located in the bottom right corner of the page.

LETTER OF TENDER

NAME OF CONTRACT: Supply and Turnkey installation of a solar PV grid connected plant at Azraq (Jordan).

Contract Number

TO: Ministry of Energy and Mineral Resources:

.....

Amman

Jordan

Telefax: 00 +(962)

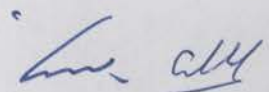
We have examined the Conditions of Contract, Employer's Requirements, Schedules, the attached Appendix and Addenda No for the above-named Works.

We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein a PV plant, in conformity with this Tender which includes all these documents and the enclosed Proposal.

We agree to abide by this Tender until and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

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

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



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

Signature _____ in the capacity of _____.

duly authorized to sign tenders for and on behalf of _____

Address: _____

—

Date: _____

Lucy

APPENDIX TO TENDER

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

<u>Item</u>	<u>Sub-clause</u>	<u>Entry</u>
Employer's name and address	1.1.2.2 & 1.3	Ministry of Energy and Mineral Resources Address: Swifieh, 7th Circle, Zahran Street P.O. Box 140027, Amman 11814, Jordan Telephone: 962-6-5828971 Fax: 962-6- 5821398 Email: generals@memr.gov.jo
Contractor's name and address	1.1.2.3 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	Employers Representative
Time for Completion of the Works	1.1.3.3	7 months, Works Execution.
Defects Notification Period	1.1.3.7	24 calendar months
Electronic transmission systems	1.3	Facsimile
Governing Law	1.4	Jordan
Ruling language	1.4	English
Time for access to the Site	2.1	Access is available to suit Tender requirements
Amount of Performance Security	4.2	10 % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	30 days
Normal working hours	6.5	7:00 – 17:00 Hours Sunday to Thursday

Delay damages for the Works	8.7&14.15(b)	JD (1,150) per day.
Maximum amount of Delay damages	8.7	15% of the final Contract Price.
Percentage for adjustment of		
Provisional Sums	13.5(b)	Not Applicable.
Total advance payment	14.1	10% of the total contract value of the Accepted Contract Amount.
Number and timing of instalments	14.2	Single payment on receipt of Advance Payment Guarantee.
Plant and Materials for payment when delivered to the Site	14.5	Not Applicable.

Initials of signatory of Tender _____

Handwritten signature and initials

FORM OF TENDER SECURITY

Beneficiary:

Date:

[Insert date of issue]

BID GUARANTEE No.:

reference number]

[Insert guarantee

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

We have been informed that *[Insert name and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[Insert project, object of the contract/brief description of the works]* under Bid No. *[Insert]*

Waiving all objections and defenses, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Bidder's Letters of Bid (the Bid validity period"); or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid validity period, (i) has failed to sign the Contract Agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding Documents.

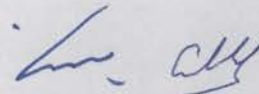
This guarantee shall expire not later than *[Insert expiry date]*. 180 days from the bid submission date

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.

Place, date

Guarantor's authorized
signature(s)



DRAFT FORM OF CONTRACT AGREEMENT

This Agreement made the _____ day of _____
20____

Between MEMR Amman, Jordan (hereinafter called the "Employer") and
_____ (hereinafter called
the "Contractor").

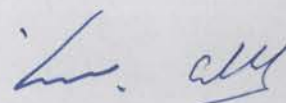
Whereas the Employer requires that certain Works should be provided and executed, by the Contractor, namely:

Contract Number

and has accepted a Tender by the Contractor for the provision and execution of a PV plant of
..... MWp (hereinafter called the "Contract Power") in the sum of XX.XX
Million JD (hereinafter called the "Contract Price").

Now it is agreed as follows:

1. In this Agreement words and expressions shall have the meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form this Agreement, prevalence order shall be as follows:
 - I. CONTRACT AGREEMENT
 - II. CONDITIONS OF CONTRACT
 - III. POWER SCHEDULE A
 - IV. TECHNICAL SPECIFICATIONS as per Tender documents – Grid connected photovoltaic solar plant at Azraq (Jordan) – Volume 2
 - V. NOTIFICATION OF AWARD
 - VI. TENDER DOCUMENTS AND ANY AMENDMENTS to Tender
 - VII. CONTRACTOR'S PROPOSAL
 - VIII. MINUTES OF CLARIFICATION AND CONTRACT NEGOTIATIONS
3. The Contractor shall provide execute and complete the Works and remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer shall pay the Contractor in consideration of the provision execution and completion of the Works and the remedying of defect therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the



times and in the manner prescribed by the Contract.

5. The parties have entered into this Agreement in accordance with their respective laws on the date hereof.

SIGNED, SEALED AND DELIVERED BY:

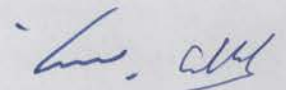
For and on behalf of the Contractor

in the presence of: -

SIGNED, SEALED AND DELIVERED BY: -

For and on behalf of the MEMR

in the presence of: -



PERFORMANCE SECURITY

NO.

(The Performance Security is required to remain in force until the end of the Defect Liability period and until a Final Certificate (Performance Certificate) is issued.

To: Ministry of Energy and Mineral Resources

Building 7, Zahran Street, As-Suwayfiyya Area

AMMAN - JORDAN.

P.O.Box: 140027

Name of Contract: Tender No. Supply and Turnkey installation of a solar PV grid connected plant at Azraq (Jordan)

At the request of Bank (The Foreign Bank) and on behalf of M/S. (The Contractor

Name and Address), We

(the Local Bank) issue in your favour our irrevocable
and unconditional performance bond No. In the amount of ()

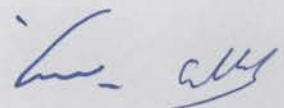
(in
words)

in this connection
we

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

This bond will expire on

BANK (LOCAL BANK)



ADVANCE PAYMENT GUARANTEE

To M/S

We, (Bank name)

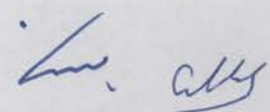
....., has guaranteed by a Financial
Guarantee (ContractorName)....., for an amount of
....., as an Mobilization Advance Payment
Guarantee for the contract:.....Tender no. (.....)

in accordance with the Contract Conditions to ensure the obligation of the Contract or for
payment of the Mobilization Advance Payment in accordance with the conditions of the Contract.

Provided that the Guarantee is rendered by us as operative, we undertake to pay the amount(s)
claimed up to the aggregate amount ofupon receipt of your first
written demand duly signed by your authorized signatory. Such signature(s) must be verified by
any local bank, stating that the contractor has failed to execute the Contract Agreement in
accordance with the Contract.

This Guarantee is not operative at present. It will become operative by means of amendment.
Such amendment will be issued by (Bank name)....., only
after receipt by the applicant in specific written instructions stating that the Mobilization
Advance Payment of (amount).....credited to guaranteed account and
after the Guarantee becomes operative it shall remain valid until (date).....The
total amount of our present Guarantee shall be reduced by any payment effected by our bank
hereunder further to your claim(s) under this Guarantee, if any. Any claim under this Guarantee
must not be presented to us before rendering the Guarantee as operative. This Guarantee shall
become null and void after its expiry date or upon the fulfillment of our undertaking whichever
may occur first. It is understood that any claim received by us after the date of expiry shall not
be considered irrespective whether or not this Guarantee has been returned to us.

Yours Faithfully



FORM OF DECLARATION FOR PROHIBITED PAYMENTS *

(i) We, the undersigned, -----

declare that we have read and comprehended the provisions under Item 11.3 Attachment 8 of the Instructions for Tenderers related to this contract and in compliance with this clause; we enclose a declaration properly signed and sealed representing and warranting to The Employer that no direct or indirect commissions, consulting fees, agent fees, Tender fees or other payments, and no inducements or the giving of anything of value (collectively referred to as "Prohibited Payments"), have been made or promised to be made, directly or indirectly, by or on behalf of the Contractor, its sub-Contractor and its or their Employees, agents or representatives, to The Employer, including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, 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 sub-Contracts and its or their employees, agents or representatives, to any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer in connection with the amendment, modification, renewal, extension or performance of this Contract.

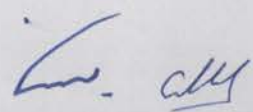
Tenderers Name

Name of authorized signatory

Signature

Seal

*** The Tenderer is required to submit a declaration for Prohibited Payments in a separate envelope whether such payments have been paid or not and the offers of all contractors that do not include such a declaration will be rejected.**



FORM OF DECLARATION FOR OTHER PAYMENTS *

(i) We, the undersigned, -----

-

declare that we have read and comprehended the provisions under Item 11.3 Attachment 9 of the Instructions for Tenderers 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, tender fees or other payments, or inducements or the giving of anything of value (collectively referred to as "Other Payments") to third parties other than any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, 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 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 -----

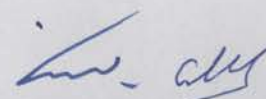
- * The Tenderer is required to submit a declaration for other payments in a separate envelope whether such payments have been paid or not and the offers of all Contractors that do not include such a declaration will be rejected.**

Law, atty

FORM OF FINANCIAL STANDING

Tenderer will provide financial information of the company about the last 3 fiscal years in the following format:

(JOD/EURO/USD)	2015	2016	2017
1.TOTAL ASSETS			
2.TOTAL LIABILITIES			
NET VALUE (1-2)			



FORM OF JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT

It is agreed on this day of between :

..... Represented by Mr.....

.....Represented by Mr.....

1-To form a joint - venture to execute the works specified in the Contract of the Tender No. (/) related toWhich was signed or to be signed with the Employer.

2-All parties of the J/V shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract. And they are jointly and severally responsible for all works related to project mentioned above and the contract pertaining thereto. Should one party fails or delay to perform its obligation either partially or totally it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same standards specified by the contract.

3-The parties to the J/V nominate..... as leader of the J/V. Any correspondence between the Employer and the parties to the J/V shall be addressed to such leader

4-The parties of the J/V nominate Mr..... as a representative of the leader and he is authorized to sign on behalf of the J/V all documents and contracts related to project mentioned above, and to represent the J/V before all competent courts, official bodies and non-official bodies in all contractual ,administrative, financial and legal issues related to project mentioned above and the contract pertaining thereto.

5-The parties to the J/V have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over by issuing the Performance Certificate by the employer as per the terms and conditions of taking over specified in the Tender/ Contract documents.

First Party

Second Party

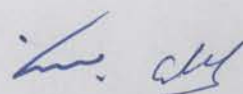
Signature of the authorized person

.....

.....

Seal

Notary public certification



SECTION 5 SUMMARY OF PRICES

5.1 Unitary prices

The Tenderer must supply the unitary costs of main components of the PV plant, according the following table:

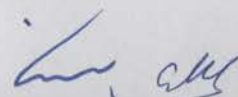
Component	Unit	Unitary cost (in JD)
PV Modules		
Inverters		
Cables		
Structures		

5.2 Overall summary of prices for definite work

The Tenderer must supply the overall summary of prices for definite work, including civil works, according the following table. Observe that the total budget must be the total amount of the contract.

1	Civil Works			
	Item	Unitary cost (JD)	Units	Total cost (JD)
	Subtotal			
2	Mechanical Works			
	Item	Unitary cost (JD)	Units	Total cost (JD)

	Subtotal		
3	Electrical Works		
	Item	Unitary cost (JD)	Units
	Subtotal		
4	SCADA		
	Item	Unitary cost (JD)	Units
	Subtotal		
5	O&M		
	Item	Unitary cost (JD)	Units
	Subtotal		
6	Logistics		
	Item	Unitary cost (JD)	Units
	Subtotal		
	Total		



5.3 Price of spare parts

The Tenderer must supply a complete list of the spare parts required for the operation and maintenance of the PV plant which shall be handed over to the employer at the end of the second year of operation and maintenance and according the following table:

Component (Spare parts)	Unit	Unitary cost (in JD)
Total		

Total including spare parts	
-----------------------------	--

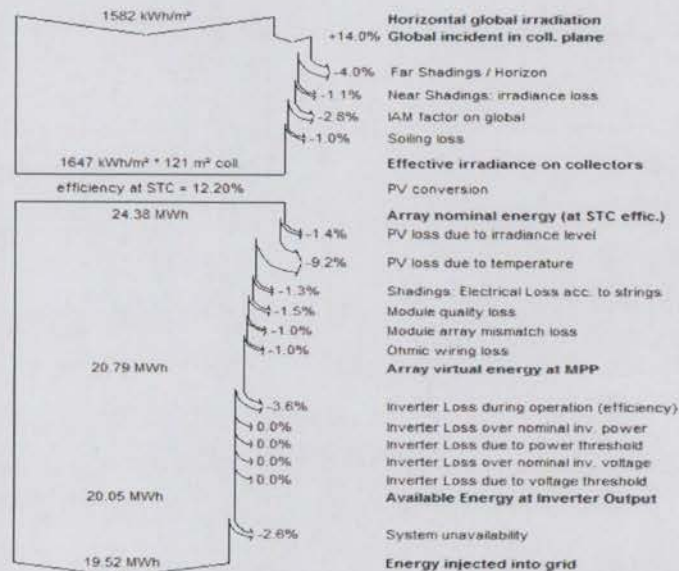
SECTION 6 SCHEDULES

6.1 SCHEDULE A: Tender Energy Production/Power

Please note that this form is part of the financial envelope and it shall NOT be included in the technical envelope, the PV Syst results shall NOT be included in the technical envelope as well

The tenderer must supply a full study of Annual Energy Production Estimation. Calculations of the study shall be performed through **PV-SYS** based on the Bidder's Technical Proposal and inputs provided along with these tendering documents. (Annex 4_Volume 2- Solar Radiation, AZRAQ Soil Report, Location of the PV Plant drawing)

Tenderer Annual Energy Production Estimation shall include the complete study, including assumptions, hypothesis, calculations and the Loss diagram over the whole year (i.e.).



Tenderer shall also submit soft copy from the required files for running their **PV Syst. Model.**

The Tenderer must supply a Tender Power Schedule duly signed and stamped according to the following table:

Total Nominal Peak Power (MWp)	
Total Annual Energy Production Estimation injected to the grid.	

(Company Stamp)

Signature of Authorized Person

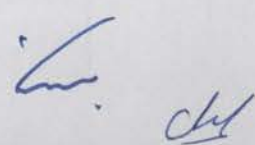
[Handwritten signature]

[Handwritten signature]

6.2 SCHEDULE B: Time schedule

The Tenderer must supply a time schedule complying the completion time given in the appendix to tender. The Tenderer can follow the following format or similar, where main milestones must be indicated:

Work	Month														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15



6.3 *SCHEDULE C: Technical schedule of the PV plant*

The Tenderer must supply all the necessary schedules, diagrams and drawings describing in detail the PV plant layout. The Tenderer must include at least the basic electrical layout of the PV plant (see figure 1 of the Technical Specifications), the alternative for the set PV generator – inverter (see figure 2 of the Technical Specifications), the alternative for LV/MV transformers (see figure 3 of the Technical Specifications), and the characteristics and layout of the Civil Works.

The Tenderer must include the data sheet of the components of the PV plant.

6.4 *SCHEDULE D: Minor departures from the Technical Specifications*

The Tenderer must supply a Minor Departures Schedule according the following table:

Specification number	Deviation	If deviation can be withdrawn or not. If the deviation can be withdrawn then Price (in JD for withdrawal of the deviation