

THE HASHEMITE KINGDOM OF JORDAN

PETRA DEVELOPMENT AND
TOURISM REGION AUTHORITY

TENDER DOCUMENT

FOR

THE CONSTRUCTION OF THE PETRA MUSEUM
(EXHIBITION WORK)

VOLUME 1

Instructions to Tenderers
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February 2017

Instructions to Tenderers

Tender No. MK3/2017

Project Name: The Construction of the Petra Museum (Exhibition Work)

1. General

(1) Background and General Requirements

- a. The Petra Development & Tourism Region Authority (PDTRA) is working to capitalize on Petra's appeal and enhance the visitor experience in the Petra region. The PDTRA is working to improve visitor satisfaction, and management of cultural properties.
As one of the key projects, PDTRA intends to establish the Petra Museum adjacent to the Visitor Center with assistance of the Government of Japan. During the stay at Petra, visitors will experience completely new sense of enlightening exhibitions in the world-class Museum.
- b. The Tenderer shall familiarize himself with the foregoing requirements and, in submitting a Tender, the Tenderer shall be deemed to have taken account of and complied with the Government laws, regulations, agreement, procurement procedure and other qualifying requirements.

(2) Project Description

Project Site

Location: Inside of the New Museum Building currently under construction at Tourism Street near Visitor Centre, Wadi Musa, Jordan

Site Area: approx. 3,600 m²

Exhibition Work in Display Division to be constructed (interior walls, display model and showcases)

Division	Floor Area
Display Division	about 1,000 m ²

Nominated Contractors' Works to be contracted with the Owner separately (site coordination work with these shall be included in the Contract Price)

- Construction Work of the Building
- Equipment Work
- Transformer Installation

(3) General Description of the Works

The Tenderer is required to submit tender proposal for supply of all labour, materials, plants and services required to complete supply, fabrication, construction, inspection, testing, packing and transporting to job-site, together with on-site installation and commissioning services related to Work entitled **“The Construction of the Petra Museum (Exhibition Work)”**.

(4) Type of the Contract

The Contract for which the Tenderers are seeking Award of the Contract will be on the **basis of Fixed Lump-Sum Based Contract.**

The contract price shall cover the complete works of the Project described in the tender documents. Cost escalation on the contract sum is not applicable.

(5) Tax Exemption

- a. Sales tax, import custom duty and stamp duty exclusive for the Contractor which shall be imposed in the Hashemite Kingdom of Jordan with respect to the purchase of the products and the services will be exempted by Jordanian Government and not reimbursed in any case from the Contract Price.
- b. The attention of the Tenderer shall be drawn to the fact that local regulations require special formalities of tax exemption to be complied with in connection with the ordering, purchasing and importing of materials and plant.
- c. The Contractor shall submit a complete breakdown of the source and origin of all material plants and furnished under the Contract.

(6) Conflict of Interest

Owner will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

(7) One Tender per Tenderer

Each Tenderer shall submit only one Tender either by itself, or as a partner in a joint venture. A Tenderer who submits or participates in more than one Tender will be disqualified.

(8) Alternative Tender

Alternative Tender shall not be allowed.

2 . General Instructions

(1) Definitions and Abbreviations

The following definitions and abbreviations shall have the meaning assigned to them as indicated, except where the context requirements dictate otherwise.

“Government”	The Government of the Hashemite Kingdom of Jordan
“Owner”	The Petra Development and Tourism Region Authority (PDTRA) as an execution agency enter into Contract with the Agent on 6th October 2016
“GTD”	Government Tenders Directorate
“TC”	Tenders Committee; members appointed by the Owner, and a representative of the Engineer
“JICA”	Japan International Cooperation Agency
“Agent”	Japan International Cooperation System (JICS) to signing the Contract Agreement, with no obligation against dispute for the Contract, and execution of the payment and monetary management on behalf of the Owner, and report to the Owner and JICA in accordance with the Agent Agreement enter into Contract with the Owner on 6th October 2016
“Engineer”	The consortium of FreeTime International Inc., Yamashita Sekkei Inc. and Intem Consulting, Inc. in accordance with Consultancy Agreement with the Owner
“Employers”	The Owner and/or the Agent association based on the Agent Agreement enter into Contract with the Owner on 6th October 2016
“Works”	The Exhibition Work of the Petra Museum
“Tenderers”	The single entity to carries out building construction or Joint Venture comprising a single entity (contractor) to perform the construction works and fulfill the contractual obligation.
“Contract Team”	The Organization proposed by the Tenderer, comprising the Tenderer and other subcontractors, such as Electrical and/or Mechanical Sub-contractors, to carry out the complete works.

(2) Tender Documents

- a. The Tender Documents for this Project include the following:

The Invitation to Tenderer including advertisement

VOLUME I: TENDERING AND CONTRACTING REQUIREMENT

- INSTRUCTIONS TO TENDERERS

- APPENDICES

Appendix A: Appendix to the Conditions of Contract

Appendix B: Form of Agreement

Appendix C: Form of Tender Security

Appendix D: Letter of Acceptance

Appendix E: Form of Performance Security

~~Appendix F: Form of Advance Payment Security (Not Applicable)~~

Appendix G: Defect Liability Security

Appendix H: Retention Money Security

Appendix I: Dispute Adjudication Agreement (for three-persons DAB)

Appendix J: Form of Discharge of the Interim Payment at the Taking-Over

Appendix K: Discharge Statement

Appendix L: General Construction Schedule

Appendix M: Query Form

- TENDER FORMS

Form-1: Letter of Technical Tender

Form-2: Letter of Price Tender

Form-3: Contractor's Commitments Form

Form-4: Declaration for Other Payment

Form-5: Declaration for Prohibited Payment

~~Form-6: Affidavit of inspection (Not Applicable)~~

Form-7: Tenderer's Information

Form-8: Tenderer Team Member's Information

Form-9: Tenderer's Organization Chart

Form-10: Joint Venture Agreement (Sample)

Form-11: List of Sub-Contractors for Major Works

Form-12: Letter of Undertaking

Form-13: Construction Works Experience Record

Form-14: Litigation History

Form-15: Candidate for Key Personnel

Form-16: Financial Situation

Form-17: Average Annual Turnover

Form-18: Basic Program of the Work

Form-19: Method Statement

~~Form-20: List of Proposed Construction Equipment (Not Applicable)~~

~~Form-21: List of Major Materials and Plant for the Works (Not Applicable)~~

~~Form-22: List of Intended Imported Materials and Plant (Not Applicable)~~

~~Form-23: Priced List of Intended Import Materials and Plant (Not Applicable)~~

Form-24: Detailed Monthly Cash Flow of Anticipated Contract Payments

Form-25: List of Sub-contractors

Form-26: Power of Attorney

- GENERAL CONDITION OF CONTRACT

- PARTICULAR CONDITION OF CONTRACT

VOLUME 2- WORK REQUIREMENTS

General Requirements

VOLUME 3- DRAWINGS

Exhibition Work

VOLUME 4- REFERENCE DOCUMENTS

Bill of Quantities

- b. The Tenderer, whether or not submits a tender proposal, shall treat all the Tender Documents as private and confidential. The Tenderer shall not use them other than for the preparation of his tender proposal and shall not in part or in whole reproduce or release them to any third party without prior written consent of the Owner. The Tenderer, however, may transmit to a third party such part of the Tender Documents as necessary for the purpose of preparing his tender proposal provided that such third party undertakes to keep confidential.

The Owner may deem any violation of this secrecy obligation by such third party as the same by the Tenderer.

- c. Anyone who wishes to participate in this Tender shall visit the Site of the Work and become acquainted with it and shall obtain, by himself and at his own responsibility, all expenses of information required to submit his Tender, and to understand its nature, the circumstances pertaining to the project, all local customs, Work conditions and all other matters related to the Tender or those which affect the pricing of his Tender.

(3) Eligibility and Qualification of Tenderer

- a. It is required that the Jordanian Contractor shall be the Grade A Building / Interior /

Decoration / Furniture Contractor in field of Building according to the Contractor Classification of the Government Tenders Directorate. Tenderer should submit a valid classification certificate to this effect at the time of submission of his Tender.

- b. Only Joint Venture or Consortium comprising the Grade A Building Contractor in the field of Building according to the Contractor Classification Government Tender Directorate shall be eligible to participation this Tender procedure.
- c. If a Tenderer will submit his Tender with subcontractors, this group must be jointly maintained in tendering and contracting until completion of the Works.
He shall submit a Letter of Association obtained from each of the participating sub-contractor(s) giving proof that the participating sub-contractor(s) will work under the control and management of the Tenderer but the Tenderer is wholly and fully responsible for the Tender and the subsequent Contract. (Sample Form of the Letter of Association is attached in the Instructions to Tenderer)
- d. During the Tender period, the Tenderer is obliged to attend all events announced officially by the Employers.

(4) Tenderer Understanding/Examination of Documents

- a. The Tenderer shall satisfy himself, by careful inspection as to the nature and location of the works, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the type of Construction equipment and facilities needed for the execution of the works, the general and local conditions, the plants to be furnished and installed and all other matters which can in any way affect the work under the Contract. No verbal conversation with any officer, the Agent, or employee of the Owner shall be deemed to affect or modify any of the terms or obligations of the Tender Documents.
- b. The Site investigation report is included in Volume 4 as a guide only for preparing his Tender, but without assurance as their accuracy or applicability and without prejudice to the Tenderer's liability.
- c. The Tenderer shall be responsible for the examination and understanding of all parts of the Tender Documents furnished.
- d. All revision or amendment to the Tender Documents shall be made through the formal addenda duly issued by the Owner.
- e. Any neglect or failure on the part of the Tenderer to obtain reliable information and

physical conditions on the spot or elsewhere, or any other matters affecting the execution, completion and maintenance of the Works, the Tender Price and the Contract shall not relieve the Tenderer whose tender proposal is accepted, of the responsibility for completing and handing over the Works as defined in the Contract.

(5) Language and Measurement System of Tender

All correspondence in connection with the Tender, the Contract and all matters accompanying the Tender shall be in English only.

All measurement and quantities are to be expressed in units of the SI System.

(6) Interpretation of Tender Documents/Pre-Tender Meeting

a. Should the Tenderers have any query on any matter concerning the Tender Documents, such query shall be sent to the Owner in writing by handing-in, faxing or e-mailing to TC in the form provided in Appendix “M” not later than ten (10) days prior to the Deadline for Submission of Tender. Each addendum to answer such query and/or to notify modifications will be issued by the Owner not later than four (4) days prior to the Deadline for Submission of Tender. Each Addendum will be distributed to all those who have been issued the Tender Documents and who shall acknowledge receipt of each Addendum by signing and returning the attached Receipt Form. All Addendum issued will become part of the Tender Documents.

b. Questions received after the due date and time shall not be accepted or answered.

c. No verbal communication is allowed for clarification of the tender documents. Tenderers shall not phone to the Employers directly.

d. All questions and answers as well as any other correspondence issued to all the tenderers shall form parts of the contract.

e. No Pre-Tender meeting will be held under this Tender Process.

(7) Signing

a. A Tenderer by corporation shall be executed in the official corporate name followed by the signature and designation of the president, secretary or person(s) legally authorized to bind the corporation. A Power of Attorney granting the person to sign the Tender Proposal, as the representative of the corporation or the Joint Operation (if any), shall be enclosed with the tender proposal.

b. The Tender shall be executed and designated by an authorized representative as specified

hereinbefore.

(8) Tender Expense

All cost, charges and expenses incurred directly or indirectly by the Tenderer as to site visits and investigations, the preparation and submission of his tender including all accompanying documents, Tender Security, authentication and other incidental cost shall be borne by the Tenderer.

(9) Withdrawal

The Tender, once submitted, shall not be withdrawn by the Tenderer, for any reasons whatsoever.

If the Tenderer withdraws before expiration of the Tender Validity, the amount of his Tender Security shall be forfeited to the Owner by virtue of this Clause.

(10) Perquisite Conditions

The Owner reserves the right to:

- : Require clarifications from the Tenderer,
- : Reject any sub-contractor proposed,
- : Reject any alternative proposals deviating from original design requirements,
- : Require the Tenderer to submit satisfactory evidence of the proposed construction method, materials or plants and a like, before signing the Contract or to make additional submittals after signing the Contract.

3. Preparation of Tenders

(1) Document Comprising the Tender

The Tender shall be submitted only in the form attached hereto as part of the Tender Documents and which shall be completed in strict accordance with instructions herein. Unless otherwise specifically remarked, any proposals made by other forms will not be accepted.

Tender shall comprise the following documents, which are categorized into two (2) packages.

PACKAGE –I DOCUMENTS (Qualification and Technical) shall contain all documents as encountered below with all the information except the value of the Tender. All prices, rates and totals comprising the Tender shall be entirely confined to the **PACKAGE - II DOCUMENTS (Financial)**.

In case there is discrepancy between the original set and the copies of the Tender, the original shall govern.

The Tender Security and Tender Acknowledgment shall be submitted separately in a sealed envelope.

(1)-1. Tender Security/Tender Acknowledgement

- a. Tender Security (refer to Appendix C)

(1)-2. Package – I: Documents (Qualification and Technical)

- a. Form-1: Letter of Technical Tender
- b. Form-3: Contractor's Commitments Form
- c. Form-4: Declaration for Other Payment
- d. Form-5: Declaration for Prohibited Payment
- e. ~~Form-6: Affidavit of Site Inspection (Not Applicable)~~
- f. Form-7: Tenderer's Information
- g. Form-8: Tenderer Team Member's Information
- h. Form-9: Tenderer's Site Organization Chart
- i. Form-10: Joint Venture Agreement
- j. Form-11: List of Sub-contractors for Major Works
- k. Form-12: Letter of Undertaking
- l. Form-13: Construction Works Experience Record
- m. Form-14: Litigation History
- n. Form-15: Candidate for Key Personnel
- o. Form-16: Financial Situation
- p. Form-17: Average Annual Turnover
- q. Form-18: Basic Programme of the Works
- r. Form-19: Method Statement
- s. ~~Form-20: List of proposed Construction Equipment (Not Applicable)~~
- t. ~~Form-21: List of major Materials and Plants of the Works (Not Applicable)~~

(1)-3. Package – II: Documents (Financial)

- a. Form-2: Letter of Price Tender
- b. Form-24: Detailed monthly Cash Flow of Anticipated Contractor Payments
- c. Priced Bill of Quantities

(2) Tender Price

The Tenderer shall calculate his Tender Price according to the instructions given herein and present these prices in the Letter of Price Tender and Bill of Quantities in a manner specified herein.

(2)-1. Fixed Lump-Sum Based Contract

- a. The quantities of individual items are solely at the risk of the Tenderer and no adjustment shall be made in respect of the increase and decrease of the quantities in the Bill of Quantities after the Contract signing.

The Amount stated in the Form 2: Letter of Price Tender will be fixed under the Contract, unless otherwise variation order was issue by the Engineer.

- b. Individual rates and item price, whether quoted on unit price basis or on a lump-sum basis in the Bill of Quantities, will be only used for purposes of tender evaluation and comparison, interim payments calculation, and, in some cases, of price basis for

issuance of variation order as prescribed in the Conditions of Contract.

- c. The Bill of Quantities has an entry for each item on which payment will be made and no other allowance of any kind will be made unless specifically provided for in the Tender Documents. In the appropriate spaces provided for in the Bill of Quantities, opposite each Tender item, the Tenderer shall specify the unit rate or lump sum for the work and/or services included under the item. If the rate of an item is not filled in, the cost of that item shall be deemed to be included in the unit rate for other items.
- d. In case of discrepancy between the “Unit Rate” and the corresponding “Total Amount” entered for any item in the Bill of Quantities, the “Total Amount” shall govern.
- e. The unit rate of each pay item quoted in the Bill of Quantity is deemed to be understood that covered all required works specified in the Specification and shown on the Drawing as well as mentioned elsewhere in the Tender Document.
- f. In case of discrepancy between the unit rate in figures and unit rate in words, the unit rate in words will govern.
- g. The Bill of Quantity in the Tender Document shall be regarded as a reference for the tenderer. Tenderer shall confirm and correct the Bill of Quantity if necessary at his own responsibility in accordance with the items of the Tender Document such as Drawing and Specification.

(2)-2. Currency of Tender

- a. All rates and prices and each claim or statement for payment for work completed shall be expressed in terms of United States Dollar (USD).
- b. All payment to the Contractor shall be made in United States Dollar (USD).

(3) Tender Validity

- a. Tender shall remain valid and open for acceptance of a period of ninety (90) days after the date of the Deadline for Submission of Tender.
- b. In exceptional circumstances, prior to expiry of the original tender validity period, the Owner may request the Tenderer for an extension of the period of Validity. The request and response thereof shall be made in writing.

- c. The Tenderer will be required to extend, at his own expense, the validity of his Tender correspondingly. The provision of sub-clause (4) hereunder regarding discharge and forfeiture of Tender Security shall be continue to apply during extended period of Tender Validity.

(4) Tender Security

- a. The Tenderer shall furnish, as a part of his Tender, a Tender Security in the form of Bank guarantee in the amount of five (5) percent of offered price in United States Dollar issued by a bank acceptable to the Owner.

The “Form of Tender Security” is included as Appendix “C” in the Tender documents.

- b. The Tender Security shall be valid for thirty (30) days beyond the validity of the Tender.
- c. Where the Tenderer is a single company, the security shall be in the same name of that company. If the Tenderer is a Joint Operation, the Tender Security shall be issued under the name of the Leading Company.
- d. The Tender Security of unsuccessful Tenderers will be discharged/returned as promptly as possible, and in any case not later than thirty (30) days after the expiration of the period of Tender Validity.
- e. The Tender Security of the successful Tenderers will be discharged when the successful Tenderer has signed the Contract Agreement and furnished the required Performance Security.
- f. The Tender Security may be forfeited:
 - 1) if a Tenderer withdraw his Tender during the period of Tender validity; or
 - 2) if a Tenderer fail to accept the change in the Tender Price after arithmetical checking in accordance with the Tender Documents
 - 3) in case of the successful Tenderer, if he fails within the specified time limit to:
 - (i) sign the Contract Agreement, or
 - (ii) furnish the required Performance Security

4. Submission of Tenders

(1) Format and Signing of Tender

- a. The Tenderer shall submit one (1) Original and three (3) copies of all the documents comprising the Tender, clearly marked “ORIGINAL” and “COPY” as appropriate. In case there is discrepancy between the original set and the copies of the Tender, the original shall govern.
- b. The original and copies of the Tender shall be typed in indelible ink. The Appendix to Tender, Tender Forms, together with all Collection, Summary, Final Summary and Overall Summary pages of the Bill of Quantities shall be signed by a person (or persons) duly authorized to bind the Tender. Proof of authorization shall be furnished in the form of written Power of Attorney, which shall accompany the Tender. All pages of the Tender, where necessary entries or amendments have been made in line with addenda (Notice to Tenderers) shall be signed by the person (persons) signing the Tender.
- c. The complete Tender shall be without alteration or erasures, except those to accord with written Notice to Tenderers issued by the Owner or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person (or persons) signing the Tender.
- d. All pages of the Tender shall be initialed by the person (or persons) signing the Tender.

(2) Sealing and Marking of Tender

- a. The Tenderer shall seal the Original and each Copy of the documents, comprising the Tender, in an inner envelope and outer envelope or container with the list of contents, and signed by the Tenderer, duly marking the envelopes or containers as “ORIGINAL” and “COPY” as appropriate.
- b. Package-I and Package-II documents shall be submitted in separate envelope or container in the same manner specified in Sub-clause 4, (1) above.
- c. Each complete set of Tender Documents shall be in envelope or container and shall consist of:

PACKAGE – I DOCUMENTS (Qualification and Technical)

Contained in a sealed envelope or container bearing the following identification:

PETRA DEVELOPMENT AND TOURISM REGION AUTHORITY

GOVERNMENT TENDERS DIRECTORATE

**TENDER FOR THE CONSTRUCTION OF THE PETRA MUSEUM
(EXHIBITION WORK)**

PACKAGE – I DOCUMENTS (Qualification and Technical Proposal)
(ORIGINAL or COPY, as appropriate)

Name of Tenderer: *[insert Tenderer Name]*

Address: *[Insert Tenderer address]*

Name of Tenderer Representative: *[insert name of Representative]*

Position of Tenderer Representative: *[insert position]*

Signature of Representative: *[insert signature]*

PACKAGE – II DOCUMENTS (Financial)

Contained in a sealed envelope or container bearing the following identification:

PETRA DEVELOPMENT AND TOURISM REGION AUTHORITY

GOVERNMENT TENDERS DIRECTORATE

**TENDER FOR THE CONSTRUCTION OF THE PETRA MUSEUM
(EXHIBITION WORK)**

PACKAGE – II DOCUMENTS (Financial Proposal)
(ORIGINAL or COPY, as appropriate)

Name of Tenderer: *[insert Tenderer Name]*

Address: *[Insert Tenderer address]*

Name of Tenderer Representative: *[insert name of Representative]*

Position of Tenderer Representative: *[insert position]*

Signature of Representative: *[insert signature]*

(3) Submission

- a. The envelope or container shall be personally delivered by the Tenderer or his duly authorized representative to the address stated Sub-clause (4) of this Clause, and shall

be received by the Owner only during the submission time and date announced in the Tender Announcement. The Tender sent by mail, cable, telex or facsimile will not be accepted.

It is to be fully understood that any risk accompanied by the submission of his Tender Proposal until its physical receipt by the Owner shall solely rest with the Tenderer.

- b. Each envelope or container will be time/date-stamped by the Owner as it is received and will be maintained, sealed and safeguarded in the place with routine security and confidentiality.
- c. Any Tender that has been submitted in the period other than specified by the Owner shall be rejected, for any reasons whatsoever.
- d. No alteration or modification of the Tender, once submitted, shall be accepted after the expiration of the Tender submission deadline.

(4) Date for Submission of Tender

1. Tender must be received by the Owner at the place on the date and period specified hereunder;

Place of Submission: PDTRA Head Office at Queen Rania street, Wadi Musa

Attention to: Mr. Nahar Rawadiah

Date and Time of Submission: on 12th March 2017 at 12:00hrs Jordan time.

2. The Owner may, at their discretion, extend the closing date for submission of Tenders by issuing a Notice to Tenderers in accordance with the Sub-Clause 3, (3), in which case all rights and obligations of the Owner and the Tenderers previously subject to the original submitting date shall thereafter be subject to the new submitting date as extended.
3. Any Tender submitted to the Owner other than during the time and date specified for submission of Tenders shall be returned un-open to the Tenderer.

5. Tender Opening

- a. The Employers/TC will open the Tender in the presence of Tenderer's representatives who choose to attend the opening of Tender at;

Place of Submission: PDTRA Head Office at Queen Rania street, Wadi Musa

Date and Time of Tender Opening: on 12th March 2017 at 12:15hrs Jordan time.

- b. The Tenderer's authorized representatives who are present shall sign a register as evidence of attendance.
- c. Any Tender for which acceptable Notice of Withdrawal have been submitted shall not be opened.
- d. The Employers/TC will announce the Tenderer's names, withdrawals (if any) and the names of Tenderers who have not submitted their Tenders.
- e. The Employers/TC shall prepare, for their own records, minutes of the Tender Opening, including the information disclosed to those present.
- f. The Employers/TC will open Tender Security to examine the contents of Security are complete in accordance with Appendix C, Tenderers submitting incomplete Tender Security will be rejected and the documents will be return to the Tenderer.

6. Tender Evaluation

(1) Tender Evaluation Procedure

- a. Evaluation of Tender will be made by TC based on the criteria briefly stipulated hereinafter.
- b. Evaluation of Tender shall be processed in "Two Stage System" as follows:
 - 1) Stage-1: Tenderer's Qualification and Technical Evaluation of the Package-I Documents
 - Step-1: Initial Screening and Eligibility/Qualification of the Tenderer
 - Step-2: Technical Evaluation
 - 2) Stage-2: Price appraisal of the Package -II Documents
- c. The Employers/TC reserve the right to accept or reject any or all Tenders and is not bound to accept the lowest priced tender. The Employers/TC shall not be liable for any claim regarding the procedure of the evaluation of the Tendering and shall not be bound to give any reasons for Employers/TC's decision to any Tenderer.

(2) Eligibility and Technical Evaluation

(2)-1: Submittals Check and Initial Screening of the Tenderer

- a. The Employers/TC will open Package-I Documents to examine the Tender to determine whether they are complete, whether the all documents have been submitted, properly signed, and whether the documents are generally in order.
- b. Should the Package-I Documents of the Tender be determined by the Employers/TC to be not in compliance with the requirements of the Tender Documents, then such Tender shall be rejected.
- c. Deviations and omissions will be recorded. Incomplete Package-I Documents will be returned to the Tenderer and results in termination of the Tender to participate in the subsequent phase of the Tender.

(2)-2. Stage-1, Step-1: Tenderer's Qualification Criteria

- a. Stage-1. Step-1 Evaluation will be carried out based on the information provided by the Tenderer of the following Forms
 - 1) Form-1: Letter of Technical Tender
 - 2) Form-3: Contractor's Commitments Form
 - 3) Form-4: Declaration for Other Payment
 - 4) Form-5: Declaration for Prohibited Payment
 - ~~5) Form-6: Affidavit of Site Inspection (Not Applicable)~~
 - 6) Form-7: Tenderer's Information
 - 7) Form-8: Tenderer Team Member's Information
 - 8) Form-9: Tenderer's Site Organization Chart
 - 9) Form-10: Joint Venture Agreement
 - 10) Form-11: List of Sub-contractors for Major Works
 - 11) Form-12: Letter of Undertaking
 - 12) Form-13: Construction Works Experience Record
 - 13) Form-14: Litigation History
 - 14) Form-15: Candidate for Key Personnel
 - 15) Form-16: Financial Situation
 - 16) Form-17: Average Annual Turnover
 - 17) Form-18: Basic Programme of the Works
 - 18) Form-19: Method Statement
 - ~~19) Form-20: List of proposed Construction Equipment (Not Applicable)~~
 - ~~20) Form-21: List of major Materials and Plants of the Works (Not Applicable)~~
- b. The Basic Principle of the Step-1 evaluation System
To be qualified to proceed for Step-2 Technical Evaluation, tenderer must fulfill all the minimum requirement in each of the categories specified hereinafter.
The result of the Tenderer's Qualification Evaluation will be "PASS" or "FAIL" bases.
- c. Certified copies of following official document:
 - 1) Valid commercial register
 - 2) Valid classification certificate from MPWH

3) Valid registration certificate from Jordanian contractors association

d. Experience

1) General Experience

-: Tenderer shall submit his experience as a contractor for building / interior / decoration / furniture construction work.

2) Particular Experience

Exhibition Works

-: Tenderer shall submit experience as a contractor in the execution of similar projects.

e. Resource - Personnel Capability

For Exhibition Works

Tenderer shall submit CV of the Project Manager.

f. Financial Capability

-: Tenderer shall submit the official documents that his financial situation is sufficient for the project.

1) Paid-up Capital

2) Average Annual Turnover at least for past 5 years

3) The financial capability of the Tenderers will be judged from his audited balance sheets, profit and loss statements for each of the last five (5) years. The data to be provided by the Tenderer shall clearly show capital turnover, capital employed, gross profits after taxes and also provide some key financial ratios. Supporting letter from the Tenderer's banks are also to be submitted.

(2)-3. Stage-1, Step-2: Contractual and Technical Evaluation

a. The Tenders submitted by qualified Tenderers after aforementioned Step-1 evaluation shall be evaluated for contractual and technical qualification.

b. Stage-1, Step-2 Evaluation will be carried out based on the information provided by the Tenderer of the following Forms

1) Form-9: Tenderer's Organization Chart

2) Form-15: Candidate for Key Personnel

3) Form-18: Basic Programme of the Works

4) Form-19: Method Statement

c. The weighting system which is considered strictly confidential will be utilized for technical evaluation. The tenders scoring more than the predetermined level of each evaluation item will be deemed to be technically qualified.

d. Contractual appraisal and technical evaluation shall include an examination of:

1) Tenderer's Site Organization Chart (Form-9).

The ability of the Tenderer to organize and manage the Project shall be evaluated to ensure the quality of performance in consideration of the time of completion of the Works.

The Organization Chart indicating all designations and positions of the construction management, and supervisory personnel.

Separate sheet of Proposed Maintenance Organization Chart during Three Hundred Sixty Five (365) days for the Building Works including the Mechanical and Electrical Works the Defect Liability Period under the Contract.

2) Candidate for key Personnel (Form-15)

Resume of the candidate for key position, shown on the Project Organization Chart, shall be submitted together with assignment schedule and monthly staff manpower requirement chart (as part-time for the Contract Period as needed) for the Contract Period, divided into local and foreign personnel.

3) Basic Program of the Works (Form-18)

Basic Program of Construction and installation of the Works including detailed construction schedule. The construction/installation of the Works shall be completed by the end of June 2018 including all Key dates/periods stated in the Appendix "L".

Basic Program shall include each component work program and integrated program of all components.

4) Method Statement (Form-19)

The Construction plan including, layout plan for temporary works, method statement, description of sequence, and quality and safety control procedures.

A Construction Plan and Proposed Plan for Temporary Works of project sites showing the Tenderer's proposed temporary roads and access, construction plan, temporary facilities, such as, site offices, workshops, storage, etc. and temporary relocation/protection measure for existing utility lines.

There are valuable plants and Archaeological Sites surrounding the Project Site. Therefore, it shall be of critical importance to take careful and appropriate measures to avoid destruction to these sites during construction works.

The location of the Site is adjacent to the passage way for large numbers of

International Tourist toward the entrance of the World Heritage Historical Site, Tenderer must pay particular attention for the safety of the Tourist for planning.

Construction/installation plan proposed by the Tenderer will be reviewed subject to acceptance by the Engineer at a later stage for Construct ability aspect.

- d. If Package-I Documents of the Tender are found not contractually and technically qualified, for the details refer to (6) in this clause, then the corresponding Package-II Documents of the Tender will not be opened and will be returned to the Tenderer.

(3) Stage-2: Price Evaluation (Package-II Document)

- a. TC, after the result of the Contractual and Technical Evaluation is reported to the Agent through the Engineer, will open the Package-II Documents of the Tenders, which have been contractually and technically qualified, in the presence of those Tenderer's authorized representative at Owner's Office, at the time and date to be notified to eligible Tenderers.
- b. The Contractually and Technically Qualified Tenderer's authorized representatives who are present shall sign a register as evidence of attendance.
- c. TC shall prepare, for their own records, minutes of the Package-II Tender Documents Opening, including the information disclosed to those present.
- d. TC will open the Package-II Documents to examine Tender to determine whether they are complete, whether the documents have been properly signed, and whether the documents are generally in order.
- e. Should the Package-II Documents of the Tender be determined by TC to be not in compliance with the requirements of the Tender Documents, then such Tender shall be rejected and returned to the Tenderer.
- f. At this opening, the Tenderers satisfying the requirements of Package-II Documents will have their names announced.
- g. The Tenders that have passed the contractual and technical evaluation and the foregoing requirements will then be checked arithmetically and evaluated financially.
- h. Any arithmetic errors in computation and summation will be corrected by the

Evaluation Committee as follows:

- 1) Where there is a discrepancy between the unit rate in figures and unit rate in words, the unit rate in words will govern and
 - 2) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the total amount will govern.
- i. The amount stated in the Tender will be adjusted by TC in accordance with the above procedures for the correction of errors with the concurrence of the Tenderer, and it shall be considered as binding upon the Tenderer. If the Tenderer will not accept the corrected amount of the Tender, his Tender will be rejected and his Tender Security will be forfeited.
 - j. TC will evaluate the Tender price of which taxes mentioned in paragraph 5 of clause 1 have been excluded.
 - k. The Tender Prices will be evaluated in comparison with the estimated cost of the Project, which has been authorized by the Employers/TC.
Where there is a gross discrepancy between the prices of the Work in the Tender and in the estimated cost, the Tenderer may be asked for further clarification of his Tender.

(4) Conclusion of Evaluation (Award Criteria)

The tender will be awarded according to the best-value-for-money procedure. The quality of the technical proposal will be evaluated based on the following criteria. The maximum total quality score is 100 points.

No.	Award Criteria for Technical Proposal	Weighting
1	<p>Organization and Personnel Requirement Overall framework contract management and work organization to deliver the work in time, including (i) appropriateness of the roles and responsibilities of the proposed organization for the Project, (ii) availability of the specific expertise /experience /qualification required and (iii) appropriateness and composition of the experts of the team</p> <ol style="list-style-type: none"> 1) Form-9a: Tenderer's Structural Chart 2) Form-9b: Contractor's Site Organization Chart during Implementation Stage 3) Form-9c: Organization Chart during Defect Liability Period 4) Form-15: Candidate of Key Personnel 	25
2	<p>Programme Overall Programme check and adequacy of the major works items carried out based on the information provided by the Tenderer.</p> <ol style="list-style-type: none"> 1) Form-18a: Programme of the Works 2) Form-18b: Mobilization Schedule of Construction Equipment 3) Form-18c: Contractor's Key Personnel Mobilization Schedule 	25
3	<p>Method Statement Quality of methodologies to be employed, including (i) site management, (ii) implementation schedule, (iii) construction method and (iv) site safety and environmental control</p>	40

4	Overall Quality of Tender Documentation and Responsiveness Quality of documents submitted, including (i) clear and logical structure of documents, (ii) editorial capability of documents and (iii) quality of writing	10
Total Number of Points		100

Tender must score minimum 60% for each criterion and minimum 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked. After evaluation of the quality of the tender, the tenders are ranked using the following formula in to determine the tender offering best value for money. A weight of 70/30 is given to quality and price.

$$\text{Score for tender x} = \frac{\text{Total quality score for award criteria for tender x}}{100} \text{ Multiplied by } 0.7 + \frac{\text{Price of the lowest tender}}{\text{Price of tender x}} \text{ Multiplied by } 0.3$$

The priority of the contract negotiation shall be decided according to the scored rank.

7. Clarification of Tender

To assist the examination, evaluation and comparison of the Tender, the Owner/TC may ask the Tenderer for clarification of his Tender. The request for clarification and response shall be in writing and no change in the proposed prices or substance of the Tender shall be permitted.

8. Acceptance of Tender

- a. The Owner/TC shall accept only the Tender which is considered the most advantageous and in the best interest of the Owner.
- b. The decision of the Owner/TC with respect to acceptance of Tender shall be final and no correspondence or communication on the matter will be entered into.
- c. The Employers/TC reserves the right to reject any or all Tenders, to waive any required formality in the Tenders received, and to disregard any Tender which is obviously unbalanced, particularly on the major items. The right is also reserved to reject the Tender of any Tenderer who has previously failed to satisfactorily perform or complete any construction contract undertaken by him.

- d. Acceptance of Tender will be communicated to the successful Tenderer by a Letter of Acceptance to the address indicated in his Tender.

9. Award of the Contract

- a. The successful Tenderer will receive a Letter of Acceptance from the Owner and will be required to enter into a Contract Agreement. Award of this Tender shall be subject to prior concurrence of the Agent.
- b. The Owner reserves the right to cancel the Letter of Acceptance at any time before signing the Contract without any liability to the successful Tenderer.
- c. After receipt of the Letter of Acceptance, the successful Tenderer shall submit a Performance Security within fourteen (14) days as specified in the Conditions of Contract. In return for submission of the Performance Security, the Tender Security shall be released to the successful Tenderer.
- d. Tender Security for unsuccessful Tenderers will be returned within thirty (30) days after the Tender validity period.
- e. The awarded Tenderer shall dispatch a duly authorized person(s) at his cost to the place when the Owner designates for negotiating and entering into a Contract Agreement.
- f. The Owner will issue the Notice to Proceed the Work within thirty (30) days after signing the Contract. The commencement of the Contract will start within twenty-eight (28) days from the issuing date of the written Notice to Proceed the Work, when the Contractor commence the work as defined as the Date of Commencement of the Works.

APPENDICES

- Appendix A: Appendix to the Conditions of Contract
- Appendix B: Form of Agreement
- Appendix C: Form of Tender Security
- Appendix D: Letter of Acceptance
- Appendix E: Form of Performance Security
- ~~Appendix F: Form of Advance Payment Security (Not Applicable)~~
- Appendix G: Defect Liability Security
- Appendix H: Retention Money Security
- Appendix I: Dispute Adjudication Agreement (for five (5) persons DAB)
- Appendix J: Form of Discharge of the Interim Payment at the Taking-Over
- Appendix K: Discharge Statement
- Appendix L: Provisional Construction Schedule
- Appendix M: Query Form

Appendix-A: Appendix to Tender

Item	Clause No.	Data
JICA: Address	1.1.2.12	Japan International Cooperation Agency (JICA) Nibancho Centre Bldg. 5-25, Niban-cho, Chiyoda-ku, Tokyo, 102-8012, Japan
The Owner: Address:	1.1.2.13	The Petra Development and Tourism Region Authority (PDTRA) Queen Rania St., Wadi Musa, Jordan
Agent: Address:	1.1.2.14	Japan International Cooperation System (JICS) Shinjuku East Bldg., 10-5, Tomihisa-cho, Shinjuku-ku, Tokyo, 162-0067, Japan
The Engineer's Name: Address:	3.1	The Consortium of FreeTime International Inc., Yamashita Sekkei Inc. and Intem Consulting, Inc. FreeTime International Inc. Mansion Rikyu 51, 1-21 Wakaba, Shinjuku-ku, Tokyo 160-0011, Japan
Tender Security		Five percent (5%) of offered price in United States Dollar
Defect Liability Security	ITT 3. (4)	5% of Accepted Contract Amount
Time for Completion of the Works	8.2	By the end of June 2018
Defect Liability Period	1.1.3.7	365 Calendar Days for Exhibition Work.
Governing Law	1.4	Jordanian Laws in effect
Ruling Language	1.4	The English Language
Language for Communication	1.4	The English Language
Time for access to the Site	2.1	Sometime in Spring 2018
Amount of Performance Security	4.2	Ten percent (10%) of Accepted Contract Amount
Normal Working hours	6.5	8 Hours a day, 6 days a week
Time for Commencement of Works after Notice by the Engineer	8.1	Fourteen (14) Days, this period is considered included in the Time for Completion
Amount of Delay Damages	8.7	One tenth percent (0.1%) of the Accepted Contract Amount per each delay day
Maximum Amount of Delay Damages	8.7	Fifteen percent (15%) of Accepted Contract Amount
Bonus for Early Completion	8.7	No Bonus for Early Completion
Table of Adjustment date	13.8	No cost Adjustment duration off the Contract

Currency of Payment	14.15	The United States Dollar (USD)
Period for Submission of Insurance	18.5	Within fourteen (14) Day from the Commencement Date
Retention Money	14.3	Five percent (5%) of the Interim Payment
Maximum Amount of Retention Money	14.3	Five percent (5%) of Accepted Contract Amount
Plant and Materials on Site	14.5	No payment for Plant and Materials on Site will be made.
Minimum Amount of Interim Payment Certificate	14.6	Seventy Thousand (USD 70,000-) United State Dollar
Minimum Amount of Third Party Insurance	18.3	Thirty Thousand (USD 30,000-) United State Dollar
The DAB shall be	29.2	Five (5) Member/Adjudicator, including one member shall be a representative of the Jordanian Contractors Association

Appendix-B:

**FORM OF AGREEMENT
THE CONSTRUCTION OF THE PETRA MUSEUM
(EXHIBITION WORK)**

THIS FORM OF AGREEMENT made on the ----- day of -----, 2017

BY AND BETWEEN

JAPAN INTERNATIONAL COOPERATION SYSTEM, duly organized and existing under the laws of Japan, having its principal of business at Shinjuku EAST Building, 10-5, Tomihisa-cho, Sinjuku-ku, Tokyo, 162-0067 Japan, hereinafter referred to as the “AGENT”.

AND

Organized and existing under the law of the -----, for this purpose represented by Mr.----- duly authorized to negotiate and sign this Contract Agreement by virtue of Power of Attorney dated -----, Having its office in -----, Hereinafter referred to as the “CONTRACTOR”.

WITNESSTH

WHEREAS the AGENT is desirous that the execution and completion of the Works included in the Contract Agreement;

NOR THEREFORE BOTH PARTIES HERETO AGREE AS FOLLOWS:

1. In this Contract Agreement words and expression shall have the same meaning as are respectively assigned to them in the Contract Documents hereinafter referred to.
2. The following documents (hereinafter referred to as the “Contract Documents”) shall be deemed to form and be read and as an integral part of this Contract Agreement, namely;
 - (a) The Tender and Appendix to Tender

- (b) The Conditions of Contract
 - (c) The Specification
 - (d) The Drawings
 - (e) Instructions to Tenderers
 - (f) The Letter of Acceptance
 - (g) The addenda and Supplements to any of the above documents
 - (h) And other documents forming part of the Contract such as Letter of Acceptance by the OWNER, etc.
 - (i) The Bill of Quantities
3. In consideration of the payments to be made to the CONTRACTOR as hereinafter mentioned the CONTRACTOR hereby covenants with the AGENT to execute and complete the Works in conformity in all respects with the provisions of the Contract Documents.
 4. The AGENT hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the Works the Contract Sum at the times and in the manner prescribed in the Contract Documents.
 5. The Contract Price to be paid by the AGENT to the CONTRACTOR subject to the requirements of this Contract is:
amount in words United State Dollars _____

(USD _____)
 6. The payment to the CONTRACTOR shall be made in United States Dollar. The amount of United States Dollar certified by THE PETRA DEVELOPMENT AND TOURISM REGION AUTHORITY (hereinafter referred to as the Owner) shall be paid by the AGENT in favor of the CONTRACTOR.
 7. The Time for Completion of the Works shall be by the end of June 2018.

The Defect Liability Period shall be Three Hundred Sixty-Five (365) days for Building Works, and Electrical and Mechanical Works calculated according to Sub-Clause 8.2 of the Conditions of Contract.
 8. This Contract Agreement shall become effective upon the date the latest of the following conditions have been satisfied;
 - a. Each of the parties shall have signed this Contract Agreement
 - b. The Contractor shall provide to the Engineer an acceptable Performance Security.

- c. Relevant approval of this Contract Agreement has been obtained from the Government of the Hashemite Kingdom of Jordan.

IN WITNESS WHEREFORE, the parties have caused this Contract Agreement to be executed by their respective duly authorized and empowered officers, on the day and year first above written.

CONTRACTOR

JAPAN INTERNATIONAL COOPERATION
SYSTEM (Agent)

[Signature of Tenderer's Representative]

Name of Tenderer's Representative:

Position of Signatory:

[Signature of the Agent's Representative]

Name of the Agent's Representative:

Position of Signatory:

Witness:

Witness:

Name:

Position of Signatory:

Name:

Position of Signatory:

Appendix-C: Form of Tender Security
(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: The Petra Development and Tourism Region Authority
Queen Ramia St., Wadi Musa, the Hashemite Kingdom of Jordan

Invitation for Tender No.: *[Owner to insert number of Invitation for Tender]*

Date: *[Insert date of issue]*

Tender No.: *[Insert No.]*

TENDER SECURITY No.: *[Insert guarantee reference number]*

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

We have been informed that *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Tenderer") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tenderer") for the execution of construction of the Petra Museum (Exhibition Work).

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a tender security.

At the request of the Tenderer, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert the amount of five percent (5%) of offered price in United State Dollar]* upon receipt by us of the Beneficiary's complying 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 Tenderer:

- (a) has withdrawn its Tender during the period of tender validity set forth in the Tenderer's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Tender; or
- (b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Tender, (i) has failed to execute

the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers of the Beneficiary's tendering documents.

This security will expire and shall be returned: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Tenderer and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Tenderer of the results of the tendering process; or (ii) thirty (30) days after the end of the Tender Validity Period.

Consequently, any demand for payment under this security must be received by us at the office indicated above on or before that date.

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

[Power of Attorney of the Signatory for this security shall be attached]

Appendix-D: Letter of Acceptance

[Insert letterhead paper of the Owner]

Date: *[Insert date]*

To: *[Insert name and address of the Contractor]*

This is to notify you that your Tender dated *[insert date]* for execution of the Construction of the Petra Museum (Exhibition Work) for the Accepted Contract Amount of the equivalent of *[insert amount in words and figures]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in herein as Appendix-G of the Tendering Documents

Authorized Signature: _____

Name and Title of Signatory: _____

Name of the Owner: Petra Development and Tourism Region Authority

Attachment: Contract Agreement

Appendix-E: Performance Security

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: Japan International Cooperation System

Date: *[Insert date of issue]*

PERFORMANCE SECURITY No.: *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This security shall expire, no later than the *[insert the day]* day of *[insert month]*, 2018, and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

1 *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

2 *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9*

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

Appendix- G: Defect Liability Security

To: Japan International Cooperation System:

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

In pursuance of Tender No. (/)
related to the Project: -----
An amount of (USD)

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

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

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

Guarantor's signature / Bank: -----
Authorized to sign: -----
Date: -----

Appendix-H: Retention Money Security

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: Japan International Cooperation System

Date: *[Insert date of issue]*

RETENTION MONEY SECURITY No.: *[Insert guarantee reference number]*

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

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Construction of the Petra Museum (Exhibition Work) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert]* the second half of the Retention Money or if the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money Security.

At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*

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

This security shall expire no later than the *[insert day]* day of *[insert month]*, *[insert year]*², and any demand for payment under it must be received by us at the office indicated above on or before that date.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

² *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9.*

Appendix-I: Dispute Adjudication Agreement

Dispute Adjudication Agreement

(for each of five (5) persons DAB)

Project description: -----

Employer's name: ----- Address: -----

Contractor's name ----- Address: -----

Member's name: ----- Address: -----

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

The Employer, Contractor and Member jointly agree as follows:

1. The conditions appended to this Dispute Adjudication Agreement shall be conditions to the Dispute Adjudication Agreement in addition to the following amendments therein:

2. In accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:
 - A daily fee of (USD) per day.
 - In addition to other expenditures.
3. In consideration of these fees and other expenditures to be made by the Employer and the Contractor in accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement, the Member undertakes to act as one of the three persons who are jointly act as the DAB (Adjudicators) in accordance with this Dispute Adjudication Agreement.
4. The Employer and Contractor jointly and severally undertake to pay the Member, in consideration of carrying out the duties of Dispute Adjudication, the fees and other expenditures in accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement.
5. The Member ----- to act as the Chairman of the DAB.
6. This Dispute Adjudication Agreement shall be governed by the Jordanian Law.

The Member

The Contractor

The Employer

Witnessed by -----

Appendix-J: From of Discharge of the Interim Payment at the Taking-Over

I, the undersigned and fixing my seal below

We, the undersigned and fixing our seals below

Declare that we have received from ----- .an amount of
(USD)

As an Interim Payment at the Initial Taking-Over of the Project: -----
Tender number

Now therefore we hereby discharge ----- and the
Government of the Hashemite Kingdom of Jordan from the foresaid amount and from all
amounts that we previously received on the account of the above-named Project with our
reservation and undertaking to submit all details of the claims to -----
within a period of (84) eighty- four days from the date of this discharge, supported by the
documentary
evidence (this shall not be a statement of trueness of these claims)
by ----- and in the event that we do not submit these claims within the
foresaid duration, we hereby waive our right to claim, whatever the type and the value of this
claim, and we discharge ----- and the Government of the
Hashemite Kingdom of Jordan from any right or relation to the above mentioned Project
prior to Initial Taking Over of the project.

Issued on: -----
Contractor's name: -----
Name of authorized person to sign -----
Signature of authorized person to sign -----
Seal -----

Appendix-K: Discharge Statement

I, the undersigned and fixing my seal below -----

We, the undersigned and fixing our seals below

Declare that we have received from ----- an amount of
(USD)

As a Final Payment in pursuance of the provisions of the Clauses (14/11, 14/12, 14/13) of the
General Conditions of the Contract for construction of the Project -----

Tender No. : -----

Now therefore we hereby declare by this statement that we have submitted all our claims
regarding this Contract; hence we discharge -----and
the Government of the Hashemite Kingdom of Jordan from any right or relation to the above-
mentioned Project, a general comprehensive, absolute and irrevocable discharge.

Issued on: -----

Contractor's name: -----

Name of authorized person to sign -----

Signature of authorized person to sign -----

Seal -----

Appendix-M: Query Form

Date: [Inset Date]

Name of Tenderer: [insert tenderer's Name]

Tenderer's Signature: [Tender's Signature]

Page No ___ of page ___

Section No.	Title of Document	Item or Clause No.	Query

** Additional page may be photocopied and insert, if required

TENDER FORMS

- Form-1: Letter of Technical Tender
- Form-2: Letter of Price Tender
- Form-2a: Breakdown of Tender Price
- Form-3: Contractor's Commitments Form
- Form-4: Declaration for Other Payment
- Form-5: Declaration for Prohibited Payment
- ~~Form-6: Affidavit of inspection (Not Applicable)~~
- Form-7: Tenderer's Information
- Form-8: Tenderer Team Member's Information
- Form-9: Tenderer's Organization Chart
- Form-10: Joint Venture Agreement (Sample)
- Form-11: List of Sub-Contractors for the Major Works
- Form-12: Letter of Undertaking
- Form-13: Building Construction Works Experience Record
- Form-14: Litigation History
- Form-15: Candidate for Key Personnel
- Form-16: Financial Situation
- Form-17: Average Annual Turnover
- Form-18: Basic Program of the Work
- Form-19: Method Statement
- ~~Form-20: List of Proposed Construction Equipment (Not Applicable)~~
- ~~Form-21: List of Major Materials and Plant for the Works (Not Applicable)~~
- ~~Form-22: List of Intended Imported Materials and Plant (Not Applicable)~~
- ~~Form-23: Priced List of Intended Import Materials and Plant (Not Applicable)~~
- Form-24: Detailed Monthly Cash Flow of Anticipated Contract Payments
- Form-25: List of Sub-contractors
- Form-26: Power of Attorney

Note to Tenderers

1. Please answer all questions.
2. Supplementary page may be photocopied and insert if required.
3. Please retain a copy of your complete submission.
4. If a Single Entity intended to apply for prequalification of Building Construction only, respond to all questions of relevant Forms, otherwise insert **“Not Applicable”**
5. Project financial data is to be given in United States Dollar unless otherwise stated in the Forms.
6. All Forms shall be signed by the Tenderer Representative with name of Tenderer and stamp.
7. If any of the required information is not available, insert **“Not Available”**
8. At submission, print page number at the top right. Discard the page number at the bottom.

Form-1: Letter of Technical Tender

Date: *[insert date of Tender submission]*

To: **The Petra Development and Tourism Region Authority**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including following addenda issued in accordance with Instructions to Tenderers.
[Insert the number and issuing date of each addendum];
Addendum No.1: [Insert issuing date of addendum];
Addendum No. 2 [Insert issuing date of addendum];
Addendum No. 3 [Insert issuing date of addendum];
- (b) We, including subcontractors meet the eligibility requirements in accordance with Instructions to Tenderers;
- (c) We, including subcontractors have no conflict of interest in accordance with Instructions to Tenderers;
- (d) We offer to execute in conformity with the Tendering Documents the following Works: *[insert a brief description of the Works];*
- (e) Our Tender shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Tender submission deadline in accordance with the Tendering Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this tendering process in accordance with Instructions to Tenderers; and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Tenderer**[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender *[insert complete title of the person signing the Tender]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

**: Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

Form-2: Letter of Price Tender

Date: *[insert date of Tender submission]*

IFT No.: *[insert number]*

To: **The Petra Development and Tourism Region Authority**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including addenda issued in accordance with Instructions to Tenderers.

[Insert the number and issuing date of each addendum];

Addendum No.1: [Insert issuing date of addendum];

Addendum No. 2: [Insert issuing date of addendum];

Addendum No. 3: [Insert issuing date of addendum];

- (b) We offer to execute in conformity with the Tendering Documents and Technical Tender following Works: *[insert a brief description of the Works];*

- (c) The total price of our Tender, excluding any discounts offered in item (d) below is:

In case of only one lot, total price of the Tender *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*

- (d) The discounts offered and the methodology for their application are:

The discounts offered are: *[specify in detail each discount offered.]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts.]* ;

- (e) Our Tender shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Tender submission deadline in accordance with the Tendering Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Documents;

- (g) We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

- (h) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Name of the Tenderer**[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer***[insert complete name*

of person duly authorized to sign the Tender]

Title of the person signing the Tender *[insert complete title of the person signing the Tender]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

Form-2a: Breakdown of Tender Price

Part 1	General Requirements	USD _____
Part 2	Wall Finishing	USD _____
Part 3	Miscellaneous Production	USD _____
Part 4	Reconstruction Model	USD _____
Part 5	Showcase	USD _____
Part 6	Graphic Panel	USD _____
Part 7	Showcase Lighting	USD _____

TOTAL PRICE USD _____

Issued on: -----

Contractor's name: -----

Name of authorized person to sign -----

Signature of authorized person to sign -----

Form-3: Contractor's Commitments Form

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

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

Form-4: Declaration for Other Payment

I, the undersigned and fixing my seal below

We, the undersigned and fixing our seals below

Declare that we are aware of the provisions under Clause (17/9/1) of the Particular Conditions for the Contract Agreement Book for Construction Projects related to this Contract, and in compliance with this Clause; we enclose a properly signed declaration disclosing all direct or indirect commissions, consulting fees, agent fees or others and anything of value paid or agreed to be paid to any person “third party” we also attach a detailed description of this Other Payments and to whom it was paid to and the basis thereof whether made or to be made directly or indirectly by us or on our behalf or by our Sub Contractors or on their behalf or by their staff, agents or representatives in connection with the Invitation to submit Bids for the execution of this Contract or the Bidding / Auctioning itself or the award to the Contractor or the negotiations to sign the Contract or for its actual execution.

We also undertake to promptly present a written declaration to the First Party of the existence of any Other Payments including, for example, a detailed description of the reason thereof, on the date of paying or forced to pay, whichever occurs first. We also agree that the First Party to take the actions mentioned under the abovementioned Clause at the event of any violation or breach by us of the provisions of paragraph (a) of the above mentioned Clause and we abide ourselves to all what is mentioned under this Clause.

Issued on: -----
Contractor’s name: -----
Name of authorized person to sign -----
Signature of authorized person to sign -----
Seal -----

(*) The Contractor shall submit the Declaration for Other Payments in a separate envelope. In the event that the Contractor did not pay any commissions, fees or any of the matters stated in Clause (17/9) he shall state so in the submitted Declaration. The Bids of all Contractors that do not submit such Declaration will be rejected.

Form-5: Declaration for Prohibited Payment

I, the undersigned and fixing my seal below

We, the undersigned and fixing our seals below

Declare that we are aware of the provisions under Clause (17/9/2) of the Particular Conditions for the Contract Agreement Book for Construction Projects related to this Contract, and in compliance with this Clause; we enclose a properly signed declaration disclosing that we did not pay any direct or indirect commissions, consulting fees, agent fees or others and we did not offer anything of value or give promises or pledges to pay or offer such things whether directly or indirectly regardless whether this was made by us or on our behalf or by our Sub Contractors or on their behalf or by their staff, agents or representatives to the First Party including without limitation any Government Official whether or not acting in an official capacity, in connection with the Invitation to submit Bids for the execution of this Contract or the Bidding / Auctioning itself or the award to the Contractor or the negotiations to sign the Contract or for its actual execution.

We also undertake not to pay or promise to pay such payments whether directly or indirectly regardless whether this was made by us or on our behalf or by our Sub Contractors or on their behalf or by their staff, agents or representatives to any Government Official in connection with the amendment, renewal, extension or execution of this Contract

Issued on: -----
Contractor's name: -----
Name of authorized person to sign -----
Signature of authorized person to sign -----
Seal -----

(*) The Contractor shall submit the Declaration for Prohibited Payments in a separate envelope. In the event that the Contractor did not pay any commissions, fees or any of the matters stated in Clause (17/9) he shall state so in the submitted Declaration. The Bids of all Contractors that do not submit such Declaration will be rejected.

Form-7: Tenderer's Information

Date: *[insert day, month, 2017]*

Page ___ of ___ pages

Tenderer shall provide the following information:

Tenderer's legal name <i>[insert full name]</i>
In case of a JV, legal name of the representative member <i>[insert full name of member in the JV and specify the representative member.]</i>
Tenderer's country of registration: <i>[insert country of registration]</i>
Tenderer's year of incorporation: <i>[insert year of incorporation]</i>
Tenderer's legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Tenderer's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i> Signature:
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, <input type="checkbox"/> Power of Attorney to sign the Tender <input type="checkbox"/> In case of JV, JV agreement in accordance with Form-5 attached herein. <input type="checkbox"/> Copy of Certificate of the Contractor's Classification.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form-8: Tenderer Team Member's Information

Date: *[insert day, month, year]*

Page ___ of ___ pages

The following form is additional to Form -3, and shall be completed to provide information relating to JV member (in case the Tenderer is a JV) including Specialist Sub-Contractor as well as any subcontractor, such as, Electrical and Mechanical and alike proposed to be used by the Tenderer for any part of the Contract resulting from this process.

Tenderer's legal name: <i>[insert full name]</i>
Tenderer's Party (JV Partner or each Sub-Contractor) legal name: <i>[insert full name of Tenderer's party]</i>
Tenderer's Party (JV Partner or each Sub-Contractor) country of registration: <i>[insert country of registration]</i>
Tenderer's Party (JV Partner or each Sub-Contractor) year of incorporation: <i>[insert year of incorporation]</i>
Tenderer's Party (JV Partner or each Sub-Contractor) legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Tenderer's Party (JV Partner or each Sub-Contractor) authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i> Signature:
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> Power of Attorney to sign this Form <input type="checkbox"/> Copy of Certificate of the Contractor's Classification.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form-9: Tenderer's Organization Charts

The Tenderer shall submit detailed Organization Chart with line of instructions/reporting and the authority/responsibility of each function and key personnel.

1) Tenderer's Structural Chart (Clearly labelled as **Form-9a**).

The Tenderer shall submit a Tenderer's Structural Chart (JV members if Tenderer is JV member's and/or Single Entity Tenderer's head office Support) including Proposed Sub-contractors and major material and/or Plant suppliers.

2) Contractor's Site Organization Chart during Implementation Stage (Clearly labelled as **Form-9b**).

The ability of the Tenderer to organize and manage the Project shall be evaluated to ensure the quality of performance in consideration of the time of completion of the Works.

The Organization Chart indicating all designations and positions of the construction management and supervisory personnel.

3) Proposed Organization Defect Liability Periods (Clearly labelled as **Form-9c**).

Tenderer are requested to submit the proposed organization chart including Tenderers' head office technical support and contact personnel during Clause 11 [Defects Liability] of the Conditions of Contract.

[Insert Organizations]

From-9a: Tenderer's Structural Chart

From-9b: Contractor's Site Organization Chart during Implementation Stage

From-9c: Proposed Organization during Defect Liability Periods

Form-10: Joint Venture Agreement (Sample)

The undersigned of this declaration of cooperation are by means of attached Power of Attorney legally authorized to act with regard to The Construction of the Petra Museum (Exhibition Work) Project and on behalf of their organizations.

They hereby declare:

1. that they will legalize a Joint Venture Agreement in case that a Contract for the Petra Museum Project (Exhibition Work) is awarded to their group;
2. that they have nominated _____ [*name of the lead partner*] _____ as the Leading Partner of the group for the purpose of this tender;
3. that they authorized Ms. _____ [*name of the parson who is authorized to act as the Representative on behalf of the Joint Venture*] _____ to act as the Tenderer's Representative in the name and on behalf of their group.
4. that all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract;
5. that this Joint Venture is an association constituted for the purpose of the execution of The Construction of the Petra Museum Project (Exhibition Work) under this Contract;
6. that if the Employer accepts the Tender of this Joint Venture, it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer;
7. that each partner's share of the Work, stated as percentage of the total contract amount, shall be as follows:

Name of Partner	Share of the Work (as percentage of the contract amount)
1. Lead Partner	[insert figure] %
2. Partner	[insert figure] %
Total	100%

Give names and positions of the proposed Joint Venture Representatives, as well as organization's names and address:

1.	Name:	Signature:
	Position:	Date:
	Representative of the Lead Partner Name:	

2.	Name:	Signature:
----	-------	------------

	Position:	Date:
	Representative of the Partner's Name:	

** A power of attorney of the signatory of each JV member to sign on behalf of each JV member the JV agreement or the letter of intent to enter into a JV agreement and to co-sign the power of attorney of the authorized representative (or to issue a separate power of attorney for the authorized representative) if the JV member's signatory is not authorized as the signatory of the JV member under the article of incorporation, etc. submitted.

Form-11: List of Sub-contractors for the Major Work

- 1) List of Sub-contractors of the major permanent works (Clearly labelled as **Form-11**)
Tenderer shall submit a list of proposed sub-contractors of the major permanent works with attached “Letter of Association” signed by both listed Sub-contractors and Tenderer.

- 2) The Tenderer shall submit a list of Sub-contractors/Suppliers he proposes to use with his Tender in the format of the enclosed page, clearly labeled as Form-11. The Tenderer shall also enter a Statement of Similar works previously executed by the proposed sub-contractor including description, location and address of the Owner/Engineer. Notwithstanding such information, the Tenderer, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.

Reference and/or copy of legal documents for proposed Sub-contractors/Suppliers shall be enclosed.

Extension to this schedule in the same format should be used to provide complete information.

Table: F -11

Description of Work / Trade	Name of Sub-contractor	Nationality
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Note: add table columns or provide table in separate sheet.

*** (Form of Form-12 “Letter of Undertaking” issued by the subcontractor shall be attached)

Form-12: Letter of Undertaking

[Sub-contractor's Letter Head]

Project: The Construction of the Petra Museum (Exhibition Work)

We, the undersigned(*name of sub-contractor*) are participating in the Tender of the Construction of the Petra Museum (Exhibition Work) under the Contract of(*name of Individual Entity Tenderer or Joint Venture Tenderer*)..... as the(*Description of works or Services*)..... of the Construction of the Petra Museum (Exhibition Work), who is wholly responsible as the Main Contractor for the Tender and Execution of the Construction Agreement.

Should the above Contract be awarded to(*name of Individual Entity Tenderer or Joint Venture Tenderer*)..... , we are committed to execute the works under our agreed contract, under the control and management of(*name of Individual Entity Tenderer or Joint Venture Tenderer*)..... .

(Subcontractor)

Signature:

Name of signatory:

Position:

Name of sub-contractor:

(Tenderer)

Signature:

Name of signatory:

Name of Tenderer:

[Note: Power of Attorney to sign this Letter of Association shall be provided by Sub-contractor and attached with letter]

Form-13: Construction Work Experience Record

Page ____ of Form-13

Name of Tenderer or lead partner:

To prequalify, the Tenderer shall be required to pass the specified requirements applicable to this form, as set out in the “Instructions to Tenderers”.

Tenderer by Individual Contractor, JV leading partner or with Exhibition Specialist Sub-Contractor shall have successful experience as a contractor in the execution of similar projects.

Evidence documents for work in progress or completed shall be attached for each Contract.

Form-13a: Building Construction Work Experience Record

Page ___ of Form-13a

Name of Tenderer or lead partner:

Use a separate sheet for each contract.

1.	Number of contract
	Name of contract
	Country
2.	Name of employer
3.	Employer address
4.	<p>Nature of works and special features relevant to the contract for which the Tenderer wishes to prequalify</p> <ul style="list-style-type: none"> • Location: • Type of Building: • Type of Structure • Total site area: • Total floor area: • No. story(ies): Basement..... Floor(s), Above ground floor(s)
5.	<p>Contract role (check one)</p> <p style="padding-left: 20px;">Sole contractor Management Contractor Subcontractor Partner in a joint venture</p>
6.	<p>Value in specified currencies at completion, or at date of award for current contracts,</p> <ul style="list-style-type: none"> • Total Contract Amount: _____ (name of currency) • Sub-Contract Amount (if the role was sub-contractor): _____ (name of currency) • Responsible Contract Amount (if the role was partner in a joint venture): _____ (name of currency) _____ (percentage of share)%
7.	Equivalent value USD
8.	Date of award
9.	Date if completion
10.	<p>Contract/subcontract duration (years and months)</p> <p style="padding-left: 20px;">_____ years _____ months</p>
11.	Contract/subcontract duration (years and months)

** Use a separate sheet for each Contract

(The Tenderer should insert any specific contractual criteria required for particular operations, such as type of building, floor area, no. of story(ies))

Form-14: Litigation History

Page ___ of Form-14

Name of Tenderer or lead partner: _____

Tenderers, including each of the partners of a JV and specialist subcontractor should provide information on any history of litigation or arbitration resulting from contracts, with the Petra Development and Tourism Region Authority, and the Ministry of Public Works, executed in the last 5 years (state number of years) or currently under execution. A separate sheet should be used for Tenderers or each partner of a JV.

Year	Award FOR or AGAINST Tenderer	Name of client and contract, cause of litigation, and matter in dispute	Disputed amount (current value, USD equivalent)

Form-15: Candidate of Key Personnel

Page ___ of Form-15

Name of Tenderer or lead partner: _____

For specific position essential to contract implementation Exhibition Works, Tenderers should provide the names of candidates qualified to meet the specified requirements stated for each position. The data in their experience should be supplied in separate sheets using one Form (15a) for each candidate.

1.	Title of position: Project Manager
	Name of candidate:
2.	Title of position:
	Name of candidate
3.	Title of position:
	Name of candidate
4.	Title of position:
	Name of candidate
5.	Title of position:
	Name of candidate
6.	Title of position:
	Name of candidate
7.	Title of position:
	Name of candidate
8.	Title of position
	Name of candidate
9.	Title of position
	Name of candidate

* Additional page may be photocopied and inserted if required

Form-15a: Candidate Summary

Page ___ of Form-15a

Name of Tenderer or lead partner: _____

Position:	
Data No.	
Candidate information	1. Name of candidate
Candidate information Present employment	3. Professional qualification
	2. Date of birth
	4. Name of employer
	Address of employer
	Telephone
	Fax
	Contact (manager / personal office)
	Job title of candidate:
	Telex
	Years with present employer

Summarize professional experience in reverse chronological order.

Indicate particular technical and managerial experience relevant to the Project.

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

* To be provide and submit each candidate Summary

** Please indicate project value and magnitude

*** Additional page may be photocopied and inserted if required

Form-16: Financial Situation

Name of Tenderer or lead partner: _____

The following table shall be filled in for the Tenderer and for each member of a JV

1. FINANCIAL DATA

Type of Financial information in USD	Historic Information for Previous five (5) years (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

2. Financial Documents

The Tenderer and its members shall provide copies of financial statements for five (5) years. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of a JV, of each member, and not of an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

- Attached are copies of financial statements** for the five (5) years required above, and complying with the requirements.

*** If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.*

Form17: Average Annual Turnover

Name of Tenderer or lead partner: _____

The following table shall be filled in for the Tenderer and for each member of a JV

Annual Turnover Data for 5 Years			
Year	Amount and Currency	Exchange Rate*	USD Equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert applicable exchange rate]</i>	<i>[insert amount in USD equivalent]</i>
Average Annual Turnover **			

** Total USD equivalent for all years divided by the total number of year
 ** to be provided and submitted by each JV members

Form-18: Basic Programme of the Works

1) Programme of the Works (Clearly labeled as **Form-18a**)

The Tenderer shall submit with his Tender a “Programme of the Works”. The Programme shall indicate the timing, proposed sequence and order of execution of the Works, and take full account of the stipulated completion period.

The Programme shall be submitted with plotted time/percentage completion together with detailing activities in the form of Critical Method Programme developed.

It is required that in the “Program of the Works” shall be indicated the activities of each component of the works with consideration of the following:

Key dates/period.

Total construction period including Test on Completion.

- (1) Interdependence of the individual activities;
- (2) Earliest/latest start and earliest/latest end of each activity;
- (3) Manufacture and shipment of the Materials and Plants to be incorporated to the Works.
- (4) Transport of materials and Plants delivery to the Site;
- (5) Mobilization schedule of Contractor’s and Sub-contractor’s equipment
- (6) Detail fabrication.
- (7) Detail working sequence of underground tanks Construction.
- (8) Testing and Commissioning of each system and work components
- (9) Temporary works including soil erosion and sedimentation control and protection during works.
- (10) Temporary pedestrian and car traffic control and diversion plans.
- (11) Removal of Contractor’s Equipment;
- (12) Clearing the Site upon completion; and

2) Mobilization Schedule of the Contractor’s and Sub-contractor’s equipment (Clearly labelled as **Form-18b**)

Tenderer shall provide and submit with his Tender a Mobilization Schedule of the construction equipment to the Site including the following information:

- (1) Type of construction equipment with capacity
- (2) Number of construction equipment to be Mobilization
- (3) Duration of deployment of each construction equipment

3) Contractor’s Key Personnel Mobilization Schedule (Clearly labeled as **Form-18c**)

Tenderer shall also submit with his Tender a Contractor’s Personnel, shown on the **Form-18c: Site Organization Chart, Mobilization and assignment Schedule.**

[Insert Schedule]

Form-18a: Programme of the Works

Form-18b: Mobilization Schedule of the Contractor's and Sub-contractor's equipment

Form-18c: Contractor's Key Personnel Mobilization Schedule

All pages of this Forms as submitted shall be signed by the tenderer and the Tenderer's Name.

Form-19: Method Statement

Tenderer shall submit with his tender the graphically-demonstrated Method Statement including Temporary works and permanent works.

1. The proposed layout plan for Temporary Facilities shall be accompanied by drawings indicating the layout and outline of Engineers Office, temporary roads, workshop, storage areas, hard standings, offices, fences, Site lighting, power and water supplies etc. and all protection works. (Clearly labeled as **Form-19a**)

2. The Outline Construction Plan shall be provided submitted. (Clearly labeled as **Form-19b**) The Outline Construction Plan include the following:
 - (1) A method statement for each respective part of the Works describing the intended construction methods to be employed in the Works;
 - (2) A detailed description of the proposed sequences for the execution and completion of the Works;
 - (3) Proposed detail quality control plan and including;
 - : Site testing and commissioning method and procedure
 - : Manufacturer's quality control procedure
 - : Proposed on-site/off-site independent laboratory or testing agency
 - (4) Proposed Site security control plan during construction period.
 - (5) Protection of existing live utilities in the Site
 - (6) Temporary pedestrian and car traffic control and diversion plans.
 - (7) Control of erosion and sedimentation management plan.

Safety Management plan and Quality Control Plan (Clearly labeled as **Form-19c**)

Safety Management plan and Quality Control Plan including Environmental Protection Plan shall be submitted.

{Insert Method of Statement}

Form TP-19a: Proposed layout plan for Temporary Work, with drawings

Form TP-19b: Outline Construction Plan

Form TP-19c: Safety Management plan and Quality Control Plan

** All pages of this Forms as submitted shall be signed by the tenderer and the Tenderer's Name.

Form-24: Detailed Monthly Cash Flow of Anticipated Contract Payments

The Tenderer shall submit with his Tender a Detailed Monthly Cash Flow of Anticipated Contract Payment to indicate all payments anticipated to be received under the Contract in relation to the program thereof (cash flow shall be with tabular and graphical form). Appropriate allowance shall be made for payment such as repayment of advance payments, retention money and alike under the Contract.

Table-F25

Month, Year	Actual Amount	Progress	Less Re		

All pages of this Forms as submitted shall be signed by the tenderer and the Tenderer's Name.

Form-25: List of Sub-contractors

1. Electrical Works

Name of sub-contractor: _____

2. Plumbing Works

Name of sub-contractor: _____

3. Mechanical Works

Name of sub-contractor: _____

4. Landscaping Works

Name of sub-contractor: _____

Issued on: -----

Contractor's name: -----

Name of authorized person to sign -----

Signature of authorized person to sign -----

Form-26: Power of Attorney

**THE TENDER
FOR
THE PROJECT FOR THE CONSTRUCTION
OF
THE PETRA MUSEUM
(EXHIBITION WORK)**

We _____

and _____

of _____

(Name of Contractor)

hereby

authorise _____

(Full names of responsible person)

in his capacity

as _____

To sign all documents appertaining to this tender by resolution of the Board of Directors or Power of Attorney or Written Delegation of Authority

(Chairman)

(Responsible Person)

(Date)

Witnesses:

1. _____

2. _____

**CONDITIONS OF CONTRACT
For Construction Projects**

(Part 1- General Conditions)

Project Name: The Construction of the Petra Museum (Exhibition Work)

Tender No: MK3/2017

General Conditions is as FIDIC Red Book 1999.

CONDITIONS OF CONTRACT

For Construction Projects

(Part 2- Particular Conditions)

Project Name: The Construction of the Petra Museum (Exhibition Work)

Tender No: MK3/2017

This part of the unified Contract Agreement Book is considered complementary to the General Conditions of FIDIC Red Book 1999, and the following Conditions shall be considered as Particular Conditions of this Contract.
Whatever stated in these Particular Conditions such as addition, deletion or amendment to the General Conditions Clauses shall prevail and to be taken into account to the extent that clarifies or adds or amends these Clauses

Particular Conditions

- General Provisions
- The Employer
- The Engineer
- The Contractor
- Staff and Labour
- Plant, Materials and Workmanship
- Commencement, Delays and Suspension
- Tests on Completion
- Employer's Taking Over
- Measurement and Evaluation
- Variations and Adjustments
- Contract Price and Payments
- Suspension and Termination by Contractor
- Risk and Responsibility
- Insurance
- Claims, Disputes and Arbitration

Chapter One - "General Provisions"

Clause (1/1/2/11)-(Additional):

Government Official:

Means any official employee or any person employed by the Employer including persons working in the governmental institutions and companies that the Government has shares in.

Clause (1/1/2/12), (1/1/2/13), (1/1/2/14) and (1/1/2/15)-(Additional):

1.1.2.12 “JICA” means Japan International Cooperation Agency

1.1.2.13 “Owner” means the person named as owner in the Appendix to Tender and the legal successors in title to this person.

1.1.2.14 “Agent” means the person named as agent in the Appendix to Tender and the legal successors in title to this person.
Agent provides services on behalf of Owner ensuring consistency with E/N, G/A and the Guidelines. The extent of such services is limited to signing the Contract Agreement, with no obligation against dispute for the Contract, and execution of the payment and monetary management on behalf of the Owner, and report to the Owner and JICA in accordance with the Agent Agreement enter into Contract with the Owner on 6th October 2016

1.1.2.15 “The Employers” means the Owner and/or the Agent association based on the Agent Agreement enter into Contract with the Owner on 6th October 2016”
(Refer to the Table-1.1.2.2 of the C-Supplementary Particular Condition attached hereinafter for distinction and role and responsibility of the “Employer”, “Owner” and “Agent” for corresponding Sub-Clauses of the General Conditions of Contract)

Clause (1/1/4) - Money and Payments:

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

Clause (1/1/4/13) – (Additional):

Other Payments:

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

Clause (1/1/4/14)-(Additional): Prohibited Payments:

Means all moneys whether it is commissions and consulting fees or others paid directly

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

Clause (1/2) - Interpretation:

Add the following paragraph to the end of this Clause:

“In all these Conditions of Contract, provisions including the expression ‘Cost plus reasonable profit’ require this profit to be 5% of this cost.”

Clause (1/2) -Interpretation:

Add the following paragraph to the end of the List:

“(e) The word ‘Tender’ is synonymous with ‘Bid’ and the words ‘Tender Documents’ with ‘Bidding Documents’.”

Clause (1/3) - Communication:

Add the following paragraph to the end of this Clause:

“All the communications and correspondences from the Contractor to the Agent shall be made by liaison of the Engineer.”

Clause (1/5) – Priority of Documents

Revise the Priority of Contract Documents as follows:

- (a) the Contract Agreement.
- (b) the Letter of Acceptance,
- (c) the Letter of Tender,
- (d) the Specific Provision of the Contract,
- (e) the Particular Conditions,
- (f) the General Conditions,
- (g) the Drawings
- (h) the Specifications,
- (i) the Priced Bill of Quantities, and
- (j) the Schedule and any other documents forming part of the Contract.

Clause (1/6) - Contract Agreement:

Delete the last sentence of the main text and replace it by the following paragraph:

“The Contractor shall pay charges imposed by law in connection to entry into this Agreement.”

Add the following paragraphs to the end of this Clause:

- “(a) This Contract is the **Lump Sum Fixed Price Base Contract**. The quantities of individual items, except “Provisional Quantity Item” stated in the Bill of Quantities, are solely at the risk of the Contractor.
Subject only to Clause 13, and no adjustment shall be made in respect of the increase and decrease of the quantities in the Bill of Quantities.
- (b) Promptly after signing the Contract Agreement or its amendments, The Agent shall submit the original copy of the Contract to the Owner for review and obtain the written concurrence from the Owner.

- (c) The Engineer, on behalf of the Owner shall notify to JICA any extension of the Time for Completion of the Works, submit documents stating the reason to justify the extension for review, and obtain the prior concurrence from JICA before the Contract is amended if:
- 1) such extension would be more than three (3) months; or
 - 2) the period between the latest of
 - (i) the proposed extended date for Completion of the Works, and
 - (ii) extended end of periods for performance of all contracts including the Consultant Agreement under the Projectand the deadline of availability of the Grant would become less than six (6) months, in accordance with the G/A and the Applicable Guidelines of JICA.
- (d) In the case of major modification of the Specification and Drawings, the Owner shall obtain the prior concurrence from JICA before the implementation of any work related to the modification of the Specification and Drawings in accordance with the G/A and the Consultant agreement.”

Clause (1/13) – Compliance with Laws

Add the following Sub-paragraph (c):

“(c) Notwithstanding Sub-Clause 1.13(b), The Contractor shall be exempted from sales tax, import custom duty and stamp duty which shall be imposed under the Laws of the Country in relation to execution and completion of the Works in accordance with the Exchange of Note (E/N) and the Grant Agreement (G/A) between the Government of Japan and the Government of the Hashemite Kingdom of Jordan.”

Chapter two -The Employer

Clause (2/3) - Employer's Personnel:

Add the following paragraph to the end of this Clause:

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

Clause (2/4) - Employer's Financial Arrangements:

Delete the Sub-Clause entirely and replace with the Following:

"The Owner shall submit to The Contractor, after the Commencement Date and within twenty-eight (28) days after receiving any request from The Contractor, reasonable evidence showing that financial arrangements have been made and are being maintained which will enable The Owner to pay when due the Contract Price not to be paid from the Agent (as estimated at the time of such submission) in accordance with the Contract. Before The Owner makes any material change to his financial arrangements, The Owner shall give notice to The Contractor with detailed particulars."

Chapter Three -The Engineer

Clause (3/1) Engineers Duties and Authority:

Clarify what is stated in this "Clause", the following shall be taken into consideration:

The Engineer shall exercise the authorities entrusted to him in the Contract, or those implicitly implied from the Contract, provided that he shall obtain the prior approval of the Employer in the following matters:

- 1- Issuing Variation Orders.
- 2- Determine the extension of time for completion and application the provisions of Delay Damages.
- 3- Issuing the order to suspend the Work.
- 4- What mentioned in the Paragraph (C) of Clause 1/6.”

Add the following Paragraph at the End of this Clause:

“(d) The Engineer shall have the custody of the Performance Security and the advance payment security provided in accordance with the Contract.”

Clause (3/4) Replacement of the Engineer:

Delete the original Clause and replace with the following:

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

Clause (3/6) Additional:

Administrative Meetings:

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

Chapter four- The Contractor

Clause (4/2) - Performance Security:

Delete the 2nd, 3rd and 4th Paragraphs from the original Clause and replace with the following:

Unless otherwise stated, the Contractor shall deliver the Performance Security to the Engineer within (14) days from the date of receiving the "Letter of Acceptance " and shall send a copy of the Security to the Employers, otherwise the Contractor shall be considered withdrawing his Bid and the Employers shall be entitled to forfeit the Tender Guarantee previously submitted by the Contractor.

The Performance Security shall be issued within a country approved by the Owner and shall be in the form annexed to these Particular Conditions. If the Performance Security is in the form of a Bank Guarantee, then it shall be issued by a licensed local bank, and any Security issued by a foreign bank shall be endorsed by a licensed local bank. If the Performance security is not in the form of a Bank Guarantee, then it shall be issued by a financial establishment registered and licensed to work in Jordan and approved by the Employer.

After issuing the Taking Over Certificate, the Performance Security may be reduced to be 5% of the Contract Price or be replaced by a Defect Liability Security (Defect Liability Guarantee) for 5% of the Contract Price.

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

Add the following paragraph to the end of this Clause:

"The maximum limit of subcontracts permitted to be given to Subcontractors by the main Contractor is (33%) of the Accepted Contract Amount unless the Subcontractor is nominated in the Contract. The Contractor shall attach to his Bid a list showing the Works he intends to Subcontract showing the percentage of each subcontracted work of the Contract value. During the execution of the work, the Contractor shall submit to the Engineer the Employer's copies of all the Subcontract Agreements. The Engineer shall insure not to exceed the above-specified percentages and he shall inform the Employer of any violations regarding this issue.

Clause (4/8) -Safety Procedures:

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

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

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

As may be necessary, The Contractor shall take additional measures to safe guard the pedestrian pathways and structures leading to the entrance of the World Heritage Site from harm or damage as well as ensure the safety of users of these areas.”

Clause (4/22) Security of the Site:

Add the following paragraph to the end of this Clause:

"If there is more than one Contractor at the Site, the liability of the Employer and the other Contractors at the Site shall be specified in the Supplementary Particular Conditions."

Clause (4/25) (Additional)

Temporary Works:

- A. The requirements for Temporary Works required are to be executed, provided, kept, maintained and operated by the Contractor shall be clarified as items in the Bill of Quantities in the Preliminary Works section.
- B. Any temporary works to be provided by the Employer shall be clearly shown.

Clause (4/26) (Additional)

The Works to be done by the Owner

The Owner shall provide the following work and/or services

- (a) Removal of existing trees from the Project Site
- (b) Provision of the transformer and the City Main Power to the Site

Chapter Six -Staff and Labour

Clause (6/1) - Engagement of Staff and Labour:

Add the following paragraph to the end of this Clause:

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

Clause (6/5) Working Hours:

Add the following paragraph to the end of this Clause:

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

Clause (6/8) Contractor's Superintendence:

Add the following paragraph to the end of this Clause:

"In order to insure excellent use of the Language for Communication, the percentage of the Contractor's staff that must use this language fluently may be specified or the Contractor shall employ a sufficient number of interpreters."

Clause (6/9) Contractor's Personnel:

In order to specify the numbers and qualifications of the Contractor's Personnel, such requirements shall be stated in the Supplementary Particular Conditions.

Clause (6/12) - (Additional):

A-Pests and Rodents Control:

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

B. Drugs and Alcoholic Beverages:

The Contractor shall not bring to the Site any Drugs or Alcoholic Beverages, nor permit or disregard the use of the same by his staff and labour or the Subcontractor's staff and labour at the Site.

C. Arms and Ammunition:

The Contractor shall not bring or use in the Site, any arms, ammunition or explosive materials prohibited by the law and shall prevent his labours and employees and the Subcontractors labours and employees from keeping or using such arms and ammunition at the Site.

D. Religious Rituals and Official Holidays:

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

Chapter Seven - Plant, Materials and Workmanship:

Clause (7/1) Manner of Execution:

Add the following paragraph to the end of this Clause:

"If the Works are executed by using loans from financial an institution whose rules or policies require the Employer to procure some equipment or materials from certain markets according to certain conditions, then this shall be stated in Eligible Source Countries list".

Clause (7/4) Testing:

To clarify what is stated in this Clause, the Contractor shall bear the costs of the tests stated in the Contract (including the General and Particular Specifications) during construction and on completion.

Chapter Eight: Commencement, Delays and Suspension:

Clause (8/2) Time for Completion:

Add the following paragraph to the end of this Clause:

"If the Works are to be taken-over in stages, these stages should be defined as Sections in the Appendix to Tender or in the Supplementary Particular Conditions."

Clause (8/3) - Programme:

Add the following paragraph to the end of this Clause:

"The Contractor shall submit the revised programmes within (14) days after receiving the Engineer's notice necessitating such submission."

Clause (8/7) - Delay Damages:

The amount of Delay Damages for each section of the work and the method of its calculation in case of accumulation shall be stated in the Appendix to Tender or in the Supplementary Particular Conditions.

Chapter Nine-Tests On Completion

Clause (9/1) - Contractor's Obligations:

Add the following paragraph to the end of this Clause:

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

Chapter Ten - Employer's Taking Over

Clause (10/1) – Taking Over of the Works and Sections:

Delete the 3rd paragraph starting with (The Engineer shall ...) to the end of the Clause and replace with the following:

a. When the whole of the Works is completed on the dates given in the Appendix to Tender and can be used for its intended purpose and determined it passed the required Tests on Completion as per the Contract, the Contractor may give the Engineer a notice to that effect (and send a copy of this notice to the Employer) accompanied by an undertaking in writing to complete any remedies or any outstanding Works as soon as possible during the Defects Notification Period.

This said notice and the attached undertaking in writing shall be deemed to be a request by the Contractor to the Engineer to issue the Taking Over Certificate.

b. The Engineer shall, within (14) days after receiving the Contractor's notice inspect the Works, submit a report about his findings to the Employer within this period (and send a copy to the Contractor). The Engineer may certify that the Works have been completed and can be Taken Over or give written instructions to the Contractor specifying the Works required to be completed by the Contractor before Taking-Over the Works, and to specify to the Contractor the time required to complete the remaining Works and remedy defects in an acceptable manner to the Engineer.

If the Contractor deems that the Engineer's report is not accurate, he may notify this to The Employer, in such a case the Employer shall, within (14) days from the date of the Contractor's notice, investigate the situation, in the way he chooses, to ascertain the findings mentioned in the Engineer's report or decide to form the Taking-Over Committee.

c. The Employer shall, within (10) days after receipt of the Engineer's report (in which he states that Works have been completed and are in a state ready to be Taken-Over), form a Taking Over Committee - provided that its members shall not exceed (7) members (the Engineer shall be one of its members), the Contractor shall be notified of the time and date for carrying out the inspection of the Works. In the meantime, the Engineer and the Contractor shall prepare all necessary statement lists, data, schedules and drawings needed to facilitate the work of the Taking-Over Committee.

d. The Taking-Over Committee shall, within (10) days after the date of its formation, conduct, in the presence of the Contractor or his authorized representative, an inspection of the Works, then the Taking Over Committee shall prepare minute for Taking-Over of the Works to be signed by the Taking-Over Committee members and the Contractor or his authorized representative. Copies of which shall be handed over to the Employer, Contractor and the Engineer. In case that the Taking-Over Committee fails to conduct the inspection of the Works and prepare a report within a period not more than (28) days after the lapse of the above-mentioned period. In such a case, the Taking-Over date shall be the date stated in the Engineer's report.

e. The Engineer shall, within (7) days of the date of signing the minute for Taking Over the Works, issue a Taking-Over Certificate specifying the completion date for the Works pursuant to the Contract. This date is deemed the date for commencing the

Defects Remediating period. The engineer shall attach to the Taking Over Certificate a list of the unfinished Works and the Remedies required to be completed by the Contractor within a specified period starting from the commencement of the Defects Notification Period.

f-The Contractor is entitled to comment on or object to the Taking-Over Committee report in writing to the Engineer within (7) days after signing the report. In such a case, the Engineer shall study the situation and submit his findings to the Employer.

Chapter Twelve-Measurement and Evaluation

Clause (12/3) –Evaluation:

Delete paragraphs (from “a”) to the last paragraph) from this Clause and replace by the following:

- 1- The Work is instructed under Clause thirteen “Variations and Adjustments” and
- 2- No unit rate or price is specified in the Contract for this item, and
- 3- No specific unit rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract

The new unit rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in paragraphs above as applicable. If no rates or prices are relevant to the derivation of a new unit rate or price, they shall be derived from the reasonable cost of executing the work, together with reasonable profit, taking account of any other relevant matters.

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

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

- a - In case of increase, the new rate shall be applied to the quantity which exceeds the quantity listed in the Bill of Quantities, and
- b - In case of decrease, the new rate shall be applied to the remaining quantities of that stated in the Bill of Quantities.

Chapter Thirteen -Variations and Adjustments

Clause (13/7) - Adjustments for Changes in Legislation:

Delete this Sub-Clause entirely.

Clause (13/8) - Adjustments for Changes in Cost:

Delete this Sub-Clause entirely.

Chapter Fourteen- Contract Price and Payment

Clause (14/1) – The Contract Price

Delete Sub-paragraph (a) and (b), and replace with the following:

- “(a) The Agent shall pay the Contract Price to The Contractor in consideration of the execution and completion of the Works and subject to the fulfillment of requirements stipulated in the Payment Schedule
- (b) Sale tax, import custom duty and stamp duty which shall be imposed in the Hashemite Kingdom of Jordan with respect to the purchase of the products and the services will be exempted.”

Add the following Sub-paragraph (e) and (f) next to the Sub-paragraph (d):

“(e) The Contract Price shall be a firm lump sum, covering all cost and expenses necessary to complete the Works and to remedy the Defect. The Contract Price may be adjusted only in accordance with the Contract.

- (f) The quantities of individual items, except “Provisional Quantity Item” stated in the Bill of Quantity, are solely at the risk of the Tenderer and no adjustment shall be made in respect of the increase and decrease of the quantities in the Bill of Quantities.”

Clause (14/2) - Advance Payment:

Delete entire Sub-Clause 14.2 and replace with

“No advance payment shall be made.”

Clause (14/3) – Application for Interim Payment Certificates:

Delete entire Sub-paragraph (b) and replace with the following:

“(b) any amount to be added and deducted for changes in legislation in accordance with Sub-Clause 13.7 [Adjustments for Changes in legislation]”

Delete entire Sub-paragraph (e) of this Sub-Clause.

Delete paragraph (g) from the end of this Clause and replace by the following:

“(g) - The deduction of the amounts that have been paid to the Contractor according to the previous payment certificates.”

The following shall be added to the end of this Clause:

“And the Contractor shall notify the Employer when he submits the Statement to the Engineer in its complete form.”

Clause (14/5) – Plant and Materials intended for the Works:

Delete entire Sub-Clause 14.5 and replace with

“No Payment for the Plant and Materials intended for the Works delivered to the Site under this Contract.”

Clause (14/7) – Payment:

Add the following paragraph to the end of this Clause:

“Payments shall be made into the bank account by means of telegraphic transfer, nominated by the Contractor no later than thirty (30) days after submission of acceptable Contractor’s invoice and Engineer’s payment certificate. The banking commission which is charged in the Agent’s bank at the time of telegraphic transfer shall be born by the Agent, whereas the banking commission which is

charged in the Contractor's bank at the time of receipt of telegraphic transfer, if any, shall be born by the Contractor.

If telegraphic transfer from Japan must be sent through one or plural intermediate bank(s) before entering into the account of the Contractor, the banking commission occurred at the intermediate bank(s) shall be born by the Contractor.

Payments shall be made after receiving original invoices certified by the Engineer.”

Clause (14/8) – Delayed Payments:

Delete the 2nd paragraph of this Clause and substitute by the following:

"The financing charges shall be calculated at a percentage of (9 %) and shall be adjusted either by increase or decrease according to any modifications enacted on the Civil Procedure Law and shall be paid in the currencies defined."

Clause (14/9) – Payment of Retention Money:

Delete the main text of this Clause and replace by the following:

“Upon the Employer's consent, (50 %) of the retained money may be exchanged with a special Guarantee when the amount of Retention Money reaches (60 %) of the maximum amount stated in the Appendix to Tender.

In case of applying the aforementioned paragraph, the entire amount of Retention Money and the special Guarantee shall be repaid after Taking Over of the Works and submitting the Defects Liability Guarantee.”

Clause (14/10) – Statement at Completion (upon Taking Over):

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

The Contractor shall submit, upon receipt of this payment, a Discharge Statement in the form attached to these Conditions, Appendix-L Discharge of Interim Payment at the Taking-Over.

Clause (14/11) – Application for Final Payment Certificate (Final Statement):

Amend paragraph (b) of the hereinabove mentioned Clause to become:

b- Any further sums which the Contractor considers being due to him under the Contract or otherwise concerning explicitly matters or new occurrences after issuing the Taking-Over Certificate (Initial Taking Over).

Clause (14/12) –Discharge:

Add the following after the term (Performance Security):

(or Defects Liability Guarantee as the case may be)

Chapter Fifteen

Termination by Employer

Clause (15/5) –Employer’s Entitlement to Termination:

Delete the 1st paragraph of this Clause and replace by the following:

“The Agent shall be entitled to terminate the Contract, at any time for the Agent’s convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Engineer returns the Performance Security. The Agent shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

Chapter Sixteen

Suspension and Termination by Contractor

Clause (16/1) – Contractor’s Entitlement to Suspend Work:

Delete the 1st three paragraphs of this Clause and replace by the following:

“If the Engineer fails to certify any payment certificate in accordance with the provisions of Clause (14/6 Issue of Interim Payment Certificate) or the Employer fails to comply with the dates for the Contractor’s due payments in accordance with the provisions of Clause (14/7 Payment), the Contractor may, after giving not less than (21) days’ notice to the Employer, suspend work (or reduce the rate of work) unless the Contractor has received the Payment Certificate or the due payment as the case may be and as described in the said notice.

The Contractor's action shall not prejudice his entitlement to financing charges under Clause (14/8 Delayed Payment) and his entitlement to terminate the Contract under Clause (16/2 Termination by Contractor).

If the Contractor subsequently receives such Payment Certificate or the due payment before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.”

Add the following paragraph to the end of this Clause:

“The Contractor shall, within (3) days from the date of submission of the Application for Interim Payment Certificate in accordance with Clause (14/3) of the Contract, notify the Employer of the date of submission to the Engineer of Application for Interim Payment Certificate”.

Clause (16/2) – Termination by Contractor:

Delete paragraph (a) of the Contract termination conditions.

Clause (16/4) – Payment on Termination:

Delete Sub-paragraph (b) of 5th Paragraph of this Sub-Clause and replace with the following:

“a) notify the Engineer to return the Performance Security to the Contractor.”

Chapter Seventeen –Risk and Responsibility

Add the following Clauses to the end of the Chapter:

Clause (17/7) – (additional):

The Structural Insurance for the Project:

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

Clause (17/8) – (additional):

Use of Explosive Materials:

The Contractor shall take all the necessary measures and precautions and comply with the Engineer's instructions, regulations and laws issued by the concerned authority in connection to the use of Explosive Materials, its transportation and storage and any other requirements that may be needed to execute his obligations under this Contract. This also applies to all combustible materials or that may have danger in its use, transport and storage.

The Contractor shall obtain the necessary permits, make all contacts with the related authorities and sources before starting explosion works and shall abide with the official instructions given to him in this regard. He shall also inform the Engineer or his representative about his arrangements and procedures that he takes regarding storage and transport of explosives and explosion works. Keeping in mind that such arrangements and procedures shall not release the Contractor from any of his responsibilities and commitments according to the laws, regulations and instructions related to explosions.

Clause (17/9) – (additional):

Bribery:

Bribery, in whatever form, whether made by the Contractor or any of his Subcontractors or by any of their employees to any member of the Employer's staff or the Engineer or his staff, shall constitute sufficient cause to terminate this Contract and any other Contracts between the Contractor and the Employer, this in addition to any legal liabilities resulting from such termination. For the purpose of this Clause, any commission paid or gift given to the Employer or the Engineer or any of their staff in intent to obtain any modification or change to the Works, or to the level of workmanship, or to obtain any personal benefit, shall be deemed as Bribery. The Employer shall be entitled to collect any compensation that falls due to him in respect of any loss resulting from termination of Contract for this reason and he can deduct such amounts from any moneys due to the Contractor or from his Guarantees.

Clause (17/9/1) – Other Payments:

a. The Contractor fully declared in the declaration for Other Payments attached to this Contract concerning all Other Payments paid or agreed to be paid to others and the Contractor shall give a detailed description for these Other Payments and of the bases thereof, whether paid or to be paid directly or indirectly by him or on his behalf or by his Subcontractors or their agents or their representatives in connection with the Invitation to submit Bids for the execution of this Contract or the Bidding / Auctioning process itself or the award to the Contractor or the negotiations to sign the Contract or for its

actual execution.

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

b. In case of any violation or breach of the provisions of paragraph (a) of this Sub Clause, the Agent at his own option and discretion has the right to take all or any of the following actions:

1. Terminate this Contract taking into consideration the provisions of Clause (15/2) of this Contract.

2. Deduct, from the moneys due to the Contractor under this Contract, an amount equal to two times the amount of the Other Payments.

3. Demand that the Contractor pays promptly to the Agent an amount equal to two times the amount of the Other Payments and the Contractor declares in accordance to this Clause that he irrevocably agrees to promptly respond to such claim.

Taking into consideration paragraph (d) below, the two parties declare that the total amounts to which the Agent is entitled to receive under this paragraph (b) shall not exceed two times the amount sum of all Other Payments.

c. The Contractor agrees that provisions substantially similar (but in no event less restrictive) to paragraphs (a) and (b) above shall be incorporated in all Agreements with Subcontractors, Suppliers or Consultants relating to this Contract, in a condition that these provisions shall clearly indicate the Agent's right to directly enforce these provisions against any of those Subcontractors, Suppliers or Consultants. The Contractor further agrees to promptly supply the Agent with true and complete copies of such Agreements together with evidence of inclusion of such provisions in such Agreements, directly upon signing such Agreements.

d. No one is entitled to allege that the text of the hereinabove mentioned Sub Clause make lawful or permissible any of the Other Payments that are otherwise prohibited under the applicable laws and regulations, and that the rights of the Agent stated under the hereinabove Sub Clause are in addition to any other rights the Agent or any other party may have under the applicable laws and regulations in the Kingdom.

e. The text of the paragraphs of the abovementioned Sub Clause shall survive the termination of this Contract.

Clause (17/9/2) – Prohibited Payments:

a. The Contractor fully declares and undertakes to the Agent in the declaration for Prohibited Payments attached to this Contract that he shall not pay or promise to pay any of the Prohibited Payments directly or indirectly regardless whether paid by the Contractor or on his behalf or by his Subcontractors or on their behalf or any of their staff, agents or representatives of the Agent, this includes without limitation any Government Official regardless whether he is acting in an official capacity or not in connection with the Invitation to submit the Bids for the execution of this Contract or the Bidding / Auctioning process itself or the award to the Contractor or the negotiations to sign the Contract or for its actual execution.

The Contractor also undertakes not to give or promise to give such Prohibited Payments directly or indirectly whether made by the Contractor or his Subcontractors or their staff,

agents or representatives to any Government Official in connection with the amendment, renewal, extension or execution of this Contract.

b. In case of any violation or breach of the provisions of paragraph (a) of this Sub Clause, the Agent at his own option and discretion has the right to take all or any of the following actions:

1. Terminate this Contract taking into consideration the provisions of Clause (15/2) of this Contract.

2. Deduct, from the moneys due to the Contractor under this Contract, an amount equal to two times the amount of the Prohibited Payments.

3. Demand that the Contractor pay promptly to the Agent an amount equal to two times the amount of the Prohibited Payments and the Contractor declares in accordance with this Clause that he irrevocably agrees to promptly respond to such claim.

Taking into consideration paragraph (d) below, the two parties declare that the total amounts to which the Agent is entitled to receive under this paragraph (b), shall not exceed two times the amount of all Prohibited Payments.

c. The Contractor agrees that provisions substantially similar (but in no event less restrictive) to paragraphs (a) and (b) above shall be incorporated in all Agreements with Subcontractors, Suppliers or Consultants relating to this Contract, on condition that these provisions shall clearly indicate the Agent's right to directly enforce these provisions against any of those Subcontractors, Suppliers or Consultants. The Contractor further agrees to promptly supply the Agent with true and complete copies of such Agreements together with evidence of inclusion of such provisions in such Agreements, directly upon signing such Agreements.

d. No one is entitled to allege that the text of the hereinabove mentioned Sub Clause make lawful or permissible any of the Prohibited Payments that are otherwise Prohibited under the applicable laws and regulations, and the rights of the Agent stated under the hereinabove Sub Clause are in addition to any other rights the Agent or any other party may have under the applicable laws and regulations in the Kingdom.

e. The text of the paragraphs of the abovementioned Sub Clause shall survive the termination of this Contract.

Chapter Eighteen- Insurance

Clause (18 / 1) - General Requirements for Insurances:

Add the following to the end of this Clause:

The Contractor shall be the insuring party, and the insurance policy shall include a provision for Cross Liabilities for each of the Employer and the Contractor is considered as two separate entities in the insurance policies.

Clause (18 /2) - Insurance for Works and Contractor's Equipment:

Add the following to the end of this Clause:

"The replacement value and additions on it shall be equal to (115%) of the Accepted Contract Amount."

Chapter Twenty - Claims, Disputes and Arbitration

Clause (20/2) - Appointment of the Dispute Adjudication Board:

In addition to what is mentioned in Clause (20/2) of the General Conditions, the provisions concerning the Dispute Adjudication Board shall be applied as follows:

1. If the “Accepted Contract Amount” is less than or equals 1,500,000 Jordanian Dinars, the Board shall be formed consisting of one member (Adjudicator).
2. If the “Accepted Contract Amount” exceeds 1,500,000 Jordanian Dinars, the Board shall be formed consisting of three members (Adjudicators).
- 3- The Adjudicator (Adjudicators) shall be nominated within 28 days from the Commencement Date, but the Board members shall not proceed with their duties unless a dispute arises and referred to the Board.

Clause (20/6) – Arbitration

Delete the first paragraph which starts with (unless settled amicably...) and ends with (language for communication defined in Sub-Clause 1/4) and replace with the following:

“Unless the dispute is settled amicably”, any dispute in respect of which the “Dispute Adjudication Board DAB” decision has not become final and binding, shall be settled by Arbitration according to the following:

- a. The dispute shall be finally settled in accordance with the Jordanian Arbitration Law in effect (unless otherwise agreed by both parties)
- b. The arbitration board shall be formed consisting of one or three members appointed in accordance with the applicable law and
- c. The arbitration procedures shall be conducted in the language for communication defined in Clause (1/4).

Article (20/8) – Expiry of Dispute Adjudication Board’s Appointment:

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

- b. “The dispute shall be referred directly to Arbitration pursuant to the provisions of Clause (20/6).”

C-Supplementary Particular Conditions

C-Supplementary Particular Conditions

- Clause (1/1/2/2) – Employer

All of “the Employer” in General Condition and related Particular Conditions shall be replaced for the appropriate Clauses and Sub-Clauses with “The Agent”, “The Owner”, or “The Employers” as per the following table respectively:

Table-1.1.2.2

GC #	General Conditions Clause/Sub Clause	The Agent (JICS)	The Owner (PDIRA)	The Employers (JICS & PDIRA)	Note
1.1.1.3	Letter of Acceptance		V		
1.1.1.4	Letter of Tender		V		
1.1.1.6	Drawings		V		
1.1.2.1	Party			V	
1.1.2.3	Contractor		V		
1.1.2.4	Engineer		V		
1.1.2.6	Employer’s Personnel		V		
1.1.3.4	Test on Completion		V		
1.1.3.5	Taking-Over certificate		V		
1.1.3.6	Test after Completion		V		
1.1.4.11	Retention Money	V			
1.1.5.1	Contractor’s Equipment		V		
1.1.6.3	Employer’s Equipment		V		
1.6	Contract Agreement		V		
1.8	Care and Supply of Documents		V		
1.10	Employer’s Use of Employer’s Documents		V		
1.11	Contractor’s Use of Employer’s Documents		V		
1.13	Compliance with Laws		V		
1.14	Joint and Several Liability			V	
2.1	Right to Access to the Site		V		
2.2	Permits, Licenses and Approvals		V		
2.3	Employer’s Personnel		V		
2.4	Employer’s Financial Arrangements		V		
2.5	Employer’s Claims			V	
3.1	Engineer’s Duties and Responsibility		V		
3.4	Replacement of the Engineer		V		
4.1	Contractor’s General Obligation		V		
4.2	Performance Security	V			Refer to Clause 3.1 (d)
4.4	Subcontractors		V		
4.5	Assignment of Benefit Subcontract		V		
4.6	Co-operation		V		
4.7	Setting Out		V		
4.8	Safety Procedures		V		
4.10	Site Data		V		
4.14	Avoidance of Interference		V		
4.15	Access Route		V		
4.16	Transport of Goods		V		
4.19	Electricity, Water and Gas		V		
4.20	Employer’s Equipment and Free-Issue Material		V		
4.22	Security of the Site		V		
4.24	Fossils		V		
5.2	Objection to Nomination		V		
5.3	Payment to Nominated Subcontractors	V			
6.3	Persons in the Service of Employer		V		
6.6	Facilities for Staff and Labor		V		
6.6	Health and Safety		V		
7.3	Inspection		V		
7.4	Testing		V		
7.5	Rejection		V		

7.6	Remedial Work	V	
7.7	Ownership of Plant and Materials		V
8.3	Programme		V
8.4	Extension of Time for Completion		V
8.6	Rate of Progress	V	
8.7	Delay Damages	V	
8.10	Payment for Plant and Materials in Event of Suspension		V
9.1	Contractor's Obligations		V
9.2	Delay Tests		V
9.4	Failure to Pass Tests on Completion		V
10.1	Taking Over of the Works and Sections		V
10.2	Taking Over of Parts of the Works		V
10.3	Interference with Tests on Completion		V
11.1	Taking Over of the Works and Sections		V
11.2	Cost of Remedying Defects		V
11.3	Extension of Defects Notification Period		V
11.4	Failure to Remedy Defects	V	
11.5	Removal of Defective Work		V
11.7	Right of Access		V
11.9	Performance Certificate		V
11.11	Clearance of Site		V
13.2	Value Engineering		V
13.8	Adjustments for Changes in Cost	V	
14.2	Advance Payment	V	
14.3	Application for Interim Payment Certificates	V	
14.5	Plant and Materials intended for the Works	V	
14.6	Issue of Interim Payment Certificates	V	
14.7	Payment	V	
14.11	Application for Final Payment Certificate	V	
14.13	Issue of Final Payment Certificate	V	
14.14	Cessation of Employer's Liability		V
14.15	Currencies of Payment	V	
15.2	Termination by Employer	V	
15.4	Payment after Termination	V	
15.5	Employer's Entitlement to Termination	V	
16.1	Contractor's Entitlement to Suspend Work		V
16.2	Termination by Contractor		V
16.4	Payment on Termination	V	
17.1	Idemnities		V
17.2	Contractor's Care of the Works		V
17.3	Employer's Risks		V
17.5	Intellectual and Industrial Property Rights		V
17.6	Limitation of Liability		V
18.1	General Requirements for Insurances		V
18.2	Insurance for Works and Contractor's Equipment		V
18.3	Insurance against Injury to Persons and Damage to Property		V
18.4	Insurance for Contractor's Personnel		V
19.6	Optional Termination, Payment and Release	V	
19.7	Release from Performance under the Law	V	
20.1	Contractor's Claims		V
20.2	Appointment of the Dispute Adjudication Board		V
Appendix	General Conditions of Dispute Adjudication Agreement		V
Annex	Procedural Rules		V