

THE HASHIMITE KINGDOM OF JORDAN
NATIONAL ELECTRIC POWER CO.

P.O. BOX 2310

AMMAN 11181

المملكة الأردنية الهاشمية
شركة الكهرباء الوطنية م.ع
ص.ب 2310

عمان 11181



TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

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1. Invitation To Tender.
 2. Instructions To Tenderers.
 3. Forms of Tender.
 4. Conditions Of Contract.
 5. Technical specification and drawings.
 6. Technical Schedules.
 7. Price Schedules.
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TENDERER:

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SECTION 1

- INVITATION TO TENDER

- TENDER ACKNOWLEDGEMENT

NATIONAL ELECTRIC POWER COMPANY
TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

INVITATION TO TENDER

The National Electric Power Company (NEPCO) intends to have a loan and /or from NEPCO's own sources towards the cost of supply 33KV Capacitor Units for NEPCO's Substations.

The National Electric Power Company hereby invites sealed Tenders from eligible Tenderers for design, manufacture, testing, packing for export, supply **CFR Aqaba Port – Jordan Incoterms 2020**, and guarantee for a period of (12) months from the date of receipt of last consignment at site or NEPCO warehouses.

Interested Eligible Tenderers may obtain further information at the office of:

National Electric Power Company
PO Box 2310
11181 Amman
Jordan

Telephone: +(962) 6-5858615
Telefax: +(962) 6-5818336

A complete set of Tender Documents may be purchased by any interested eligible Tenderer on application to the above and upon payment of a non-refundable fee of **JD 75 (Seventy Five Jordanian Dinars)**.

The enclosed Tender Acknowledgement should be returned to the National Electric Power Company.

Tenders must be delivered to The Tenders Committee (**in the form of two envelopes, one envelope for Eligibility, Technical and Financial offer and one envelope for Bid Bond**), National Electric Power Company at the above address not later than 14.00 noon Amman time on **Sunday 17/12/2023**

All Tenders must be accompanied by a Tender Guarantee in the amount of **JD 3000 (Three Thousand Jordanian Dinars)** in the form of a Bank Guarantee issued directly by an approved Bank located in Jordan and in the form provided in the Tender Documents.

NATIONAL ELECTRIC POWER COMPANY
TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

TENDER ACKNOWLEDGEMENT

National Electric Power Co
P.O. Box 2310
11181 Amman
Jordan

Telefax: + (962) 6-5818336

Attention: The Managing Director,

Dear Sirs

We the undersigned

Acknowledge receipt of the Tender Documents for Tender Number (60/2023) comprising one copy of each of the following:

- Invitation for Tenders, Instructions to Tenderers, Conditions of Contract and Tender Forms.
- Technical Specification and Drawings.
- Technical Schedules.
- Price Schedules.

We wish to receive any further information concerning this Tender at the following address:

Name:

Address:

Our local agent in Jordan is:

Name:

Address:

In case of not submitting this form to NEPCO before closing date, it is the Tenderer responsibility of not receiving correspondence, amendments to the tender, addendums... etc.

Section 2

INSTRUCTIONS TO PERSONS TENDERING

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

INSTRUCTION TO PERSON TENDERING

1. The Tender shall be made in one copy on the accompanying form of tender with all blanks therein and in all the Schedules duly filled up in ink and signed, The Tender price shall include all incidental and contingent expenses. In particular, the Form of Tender must be completed and signed without alteration.

Tenderers are particularly directed that the amount entered on the Form of Tender shall be a fixed price for performing the Contract strictly in accordance with the bond document and shall be the sum total of all the amounts printed into and entered by the Tenderer upon the Schedule of Prices.

Should the Tenderer consider that he can offer any advantages to the purchaser by a modification to the Specification he may draw attention to such by an attached document stating the change in the amount of his Tender if such modification is accepted by the Purchaser, but the total entered on the Form of Tender shall be such as represents complete compliance with the bound document.

2. No alteration shall be made in the Form of Tender or in the Schedules there to except in filling up the blanks as directed, If any such alteration to be made or if these Instructions will not be fully complied with the Tender may be rejected. The Tenderer, however, is at liberty to add any further details that he may deem desirable and, in the event of his so doing, shall print or type such details and annex the added matter to the Tender submitted by him. Such additional details shall not be binding upon the Purchaser unless they shall be subsequently incorporated in the Contract.
3. The Tenderer shall submit with his Tender in order of the relevant clauses, a statement of any departures from the Specifications. Notwithstanding any description, drawings or literature which may be submitted, all details other than those in the Statement of Departures shall be assumed to be in accordance with the Specifications.
4. Although IEC Recommendations and British Standards for workmanship, equipment and materials, have been selected in this Specification as a basis of reference, standards and specifications of other countries and recommendations of other international standard organizations will be acceptable provided they are substantially equivalent to the designated Standards and provided furthermore that the Tenderer submits for approval Specifications which he proposes to use.
5. References to brand names or catalogue numbers, if any, in this Specification have been made only for that equipment for which it has been determined that a degree of standardization is necessary to maintain certain essential features, In certain instances such references have also been made for purpose of convenience to specify the requirements. In either case, offers of alternative goods which have similar characteristics and provide performance and quality at least equal to those specified are acceptable.

6. Pre-Tender Meeting and Site Visit (If required by the Tenderer):

- 6.1** The Bidder is advised to attend the pre-bid meeting and site visit. A pre-bid meeting and site visit shall be held as mentioned in the invitation letter in NEPCO offices.
- 6.2** The Bidder is advised to visit and examine the site (Irbid S/S) and surroundings where the Facilities are to be installed and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.
- 6.3** The Bidders shall visit the site (Irbid S/S) and make himself aware of the details of the existing system/facilities. Modification work at the associated substations shall be compatible with the existing system, site visit is a must during bidding stage, the bidders are responsible to arrange for such site visit and such site visit will also be approved by NEPCO.
- 6.4** Where the Bidders and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, the Bidders, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury (whether fatal or otherwise) , loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
- 6.5** Failure to investigate the Site shall not relieve the Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the Works.
- 6.6** If the site visit cancels a report of the site visit carried out by NEPCO will be provided.
- 7.** In the event that the intending signatory does not manufacture one or more of the main sections of equipment and materials, then the Tender submitted should give evidence to show that all the obligations imposed by the documents on the intending signatory have been fully understood and accepted, where applicable, by the manufacturer (s) to whom it would be intended to subcontract one or more of the main sections of the equipment and materials.
- 8.** If the Tenderer has any doubt as to the meaning of any portion of the General Conditions or the Specifications or Drawings, he shall when he submitting his Tender, set out in his covering letter the interpretation on which he relies.
- 9.** The purchaser does not bind himself to accept the lowest or any tender, nor to assign any reason for the rejection of any tender, nor to purchase the whole of the equipment and materials specified.
- 10.** The purchaser will not be responsible for, nor pay for, any expense or loss, which may be incurred by a Tenderer in the preparation of his Tender.
- 11.** One copy of the Tender, and its accompanying documents, filled up as directed, together with the drawings called for must be enclosed in a secure envelope endorsed (Tender for Contract No. 60/2023, should be submitted to the Managing Director, National Electric Power Company, P.O. Box 2310, Amman 11181 The HASHEMITE KINGDOM OF JORDAN, by the time stated in the covering letter.

12. No tender received after that time will be considered.
13. All correspondence in connection with this Tender and Contract and all matter accompanying the Tender which is relevant to its examination shall be in the English language and expressed in metric units.
14. The Tender is to be held open for acceptance or rejection for a validity period of **(90)** days from the time fixed for opening the Tenders.
15. A non-refundable fee of JD **(75 Jordanian Dinar)** will be charged for each set comprising one copy of the Tender Documents.
16. The Tender shall be accompanied by a Tender Bond in the form of a Bank Guarantee valid for at least 90 days from the time fixed to Tender closing date, or a certified cheque in favour of and payable to the Purchaser for a sum of **JD 3000 (Three Thousand Jordanian Dinars)** as guarantee of good faith.
17. This Bond is to be issued by any approved Bank in Jordan. The Bond will be returned to the unsuccessful Tenderer according to **Regulation No. (8) For the year 2022 Government Procurements Regulation**. In the case of the successful Tenderer the Bond will, subject to the Conditions of Contract, be returned as soon as a formal Contract Agreement and a performance Bond have been entered into.
18. Tenders received prior to the time fixed for opening will be securely kept, unopened. Tenders received after that time will be rejected. The Purchaser bears no responsibility for premature opening of Tenders not properly addressed or identified.
19. Tenders may be withdrawn by formal request received in writing from the Tenderer prior to the time fixed for opening. If for any reason the Tender should be withdrawn after the time fixed for opening and before expiry of the said validity period, the Purchaser has the right to retain the full value of the Tender Bond.
20. A) Any arithmetical error shall be corrected by a decision of the procurement committee and the bidder must be notified accordingly, provided that the arithmetical corrections are as follows:
 1. In the event of a discrepancy between the unit price and the total amount, the unit price shall be adopted and the total price shall be corrected accordingly unless there is clear evidence that the decimal point is misplaced.
 2. If there is an error in the total amounts in the Bill of Quantities as a result of the addition and subtraction processes of the sub-totals, the subtotals shall be adopted and the total price shall be corrected accordingly.
 3. In the event of a discrepancy between the unit price, in figures and in writing, the unit price that mentioned in writing shall be adopted unless the procurement committee finds a basis for the adoption of the price mentioned in figures.
 4. If any bidder does not accept the correction of the errors after the analysis and evaluation, its submission shall be excluded and the bid bond shall be forfeited by a decision of the procurement committee.
 5. If the bidder has not priced one or more of the items in the works and technical services tendering, these unquoted items shall be considered to be loaded on the other items of the tender, and the bidder shall execute them free of charge, if the tender has been awarded to it, whether the bidder attaches or does not attach those items in the tender.

B) Subject to the provisions of paragraph (a) of this Article, the basis for the examination of submissions included in the unified works contract for the construction projects shall be adopted.

21. Where compliance with a specific Standard Specification is called for the Standard Specification used shall be that in force at the time of Tender.
22. The successful Tenderer shall abide by the commercial and professional regulations as required by the Ministry of Industry & Trade, Engineering Association, Jordan contractor's association and other relevant Institutions in Jordan. (If applicable).
23. The Tenderer may state the Tender Price in Jordanian Dinars. If, however, a portion of the Tenderers expenditure under the Contract is expected to be made in countries other than Jordan he may state a corresponding foreign currency portion of the Tender Price in the currencies of those other countries.
24. Tender evaluation will be consistent with the terms and conditions set for in the Tender documents.

In addition to the Tender Price, adjusted to correct arithmetical errors, other relevant factors such as the time of completion of delivery or construction, operating costs where applicable or the efficiency and compatibility of the equipment, the availability of service and spare parts, and reliability of construction methods proposed will be taken into consideration to the extent and in the manner specified in the Tender documents, in determining the evaluated Tender most advantageous to the Purchaser.

25. For comparison of all Tenders, the currency or currencies of the Tender Price for each Tender will be valued in terms of Jordan Dinars. The rates of exchange to be used in such valuation will be the selling rates published by the Central Bank of Jordan, and applicable to similar transactions, on the day of Tenders closing date unless there should be a change in the value of the currencies before the award is made. In the later case, the exchange rates prevailing at the time of the decision to notify the award to the successful Tenderer may be used.
26. Stamp duty and award fees are payable on Jordanian Contracts according to Jordanian laws, it is the Contractor's responsibility to purchase legal stamps to the requisite amount depending on the Contract Value, these fees should be paid within 10 days of the date of LOA and before signing the contract to the Ministry of Finance, otherwise penalties will be imposed according to laws and regulations.

If the final contract price is increased during or after completion of the works, contractor shall pay extra stamp duty and award fees proportional to the amount of increase.

27. Before signing the contract and within 28 days from date Letter of Award, the successful Tenderer shall furnish an irrevocable and unconditional Performance Bond of (15%) of the total contract price in the form given and in the same contract currency, and you are required to extend the validity of the Bid Bond until the Performance Bond has been established and accepted by NEPCO.

The Performance Bond shall be valid for a period expiring at least one month after receipt of the last consignment at site or NEPCO warehouse and shall still enforce until submission of the maintenance Guarantee for the Guarantee Period.

Failure of the successful Tenderer to comply with the requirements of above Sub-Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

If any variation order has been issued to increase the contract price during the contract duration, the contractor must increase the performance bond to the value of **(15%)** of the increased amount.

The contractor shall seek for releasing Performance Bond upon fully finalized all contractual terms required and submit of maintenance Guarantee.

- 28.** For overseas transport, the Contractor and his sub-contractors Suppliers and Manufacturers shall give priority to Jordan National Line Co., and to Arab shipping companies and their subsidiaries for, the shipping of goods, materials and Plant provided such companies ships call at the port of export. The Contractor shall also give priority to the Royal Jordanian Airlines for airfreight shipment and transport of personnel. Shipment by sea freight must be on direct and regular (liner) vessel less than 15 years old at the time of shipment. The vessel should be classified and in accordance with (ISM) code and should be a member in the P&I club
- 29.** Any further information may be obtained on application in writing to:-
Managing Director
National Electric Power Company,
P.O. Box 2310, Amman, 11181
The Hashemite Kingdom of Jordan.
- 30.** The Contractor should print NEPCO Stock Code No. on the supplied Materials which can be obtained in due time.
- 31.** The bid bond shall be submitted either by the supplier or by the vendor on behalf of supplier in condition that he is fully authorized by Power of attorney letter from the supplier.
- 32.** Tenderer must submit country of origin and name of manufacturer for the offered goods.
- 33.** Tenderer shall submit his offer based on single price.
- 34.** Tenderer must fill the schedules of bill of quantities incorporated with breakdown prices of this tender.
- 35.** Tenderer must complete the technical data sheets of this tender.
- 36.** Partial offers will not be accepted.

37. Insurance:

NEPCO undertakes to insure all the shipped materials and equipment's with local Jordanian companies against all risks from the time they leave the works until they are delivered at site or at NEPCO warehouse.

The contractor must provide full details of the material to be dispatched in good time for NEPCO to arrange for insurance before material is actually dispatched.

38. Payments:

Terms of payment for this contract will be strictly according to paragraph No.8 (Terms of Payment) of General Conditions of the Contract.

39. Contract Incoterms:

For execution of this contract, the chosen incoterms are as follows:

“CFR Aqaba Port – Jordan Incoterms 2020”

In case of locally manufactured materials and the awarding has been done into local Jordanian company the required delivery and prices will be assumed as (delivery to NEPCO Stores).

40. This document is subject to the provisions and instructions of the **Government Procurement Regulation No. (8) Of 2022.**

41. Tenderers Eligibility and Qualification:

In order to satisfy the requirements for eligible experience, the Tenderer shall provide documentary evidence to establish:

- A. That, in the case of a Tenderer offering to supply materials and equipment under the contract which the Tenderer does not manufacture or otherwise produce, the **Tenderer has been duly authorised by the manufacturer or producer of the materials and equipment to supply them in the employer's country.**
- B. Documentary evidence of the Tenderers qualification to perform the Contract and the Tenderer has the technical capacity and production capability necessary to perform the contract. In particular, it is required that:
 - **The Tenderer shall provide documentation, certified by the owner (Three End user certificates),** to show that the **Capacitor Units** to be supplied, having the type and rating (same or above) and the same place of manufacture, is in successful commercial service for a minimum of **two** years in **three different** countries within the last 10 years (2013 - 2022).
 - End user certificate should conform the following:
 - Certified (signed and stamped) by the owner of the material (end user) not from the contractor In English language, printed officially and stamped,
 - End-user certificate shall show clearly the following:
 - a. Name of customer/company and complete address where equipment is installed.
 - b. Date of issuance of certificate.
 - c. Date of put in operation.
 - d. Rating, capacity of related equipment
 - e. Original performance certificate maybe returned, if required by tenderer.

- **The Tenderer shall provide documentation, certified by the owner (Type Test)**, to show that the **Capacitor Units** to be supplied, having similar type and the same place of manufacture, **passed the type test successfully** within last ten years (2013 - 2022).

- Type test certificate should conform the following:
 - Certified (signed and stamped) by the manufacturer / or third party of the material (type test) not from the contractor In English language, printed officially and stamped,
 - Type test certificate shall show the following:
 - a. Type of equipment.
 - b. Date of issuance of certificate.
 - c. All results of test in pass status.

Failure to supply the required qualification documentation (i.e., Type test certificates of equipment, End User Certification & Tenderers qualifications documentation) to the satisfaction of the employer result in rejection of the tender.

Section 3

FORMS

- **Form of Tender**
- **Form of Manufacturer Authorization.**
- **Form of Advance Payment Guarantee**
- **Form of Tender Guarantee**
- **Form of Performance Guarantee**
- **Form of Maintenance Guarantee**
- **Declaration for Prohibited Payments**
- **Declaration for Other Payments**
- **Form of Request for Shipping Release**
- **Form of Inspection Certificate**

NATIONAL ELECTRIC POWER COMPANY
TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF TENDER

Managing Director
National electric Power Company,
P.O. Box 2310,
Amman, 11181
The Hashemite Kingdom of Jordan.

Dear Sir,

1. Having examined the conditions of contract, Specifications and Schedules for the above Works, we, the undersigned, offer to manufacture, design, engineering, supply of works, and deliver the equipment described in the Specifications and Schedules and in accordance with the said Conditions of the Contract, for the sum of
.....
.....

Or such other sum as may be ascertained in accordance with the said Conditions.

2. We agree that this Tender shall be held open for acceptance or rejection for the validity period of **90** days from the date fixed for opening Tenders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
4. If our Tender is accepted, we will deliver to National Electric Power Company a performance Bond, according to clause No.27 instruction to person tendering.
5. We undertake if our Tender is accepted and on receipt of your acceptance to commence and manufacture works, and complete for delivery to Aqaba Port - Jordan, the whole of the Works offered within () **months**. Calculated from the date of Letter of Award (i.e., commencement date), and to deliver on CFR Aqaba Port – Jordan the whole of the works offered within a further () **months**. (Anyhow all delivery dates will be in accordance with the required completion date of as specified for each substation).
6. We will provide details of the plant and materials to be shipped in good time for the National Electric Power Company to arrange for the Insurance.

7. A Guarantee Period will apply to each section of the Works for (12) months from the date of receipt of last consignment at site or NEPCO warehouse.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

Date this day of 20

Signaturein the capacity of

Duly authorised to sign Tender for and on behalf of.....

.....

Address

Occupation.....

Telephone No:

Fax No. :

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF MANUFACTURER'S AUTHORISATION

The Participant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. All text within square brackets [] is for use in preparing this form and shall be deleted from the final document.

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of Tendering process]*

To: *[insert complete name of Client]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Participant]* to submit a tender the purpose of which is to provide the following goods, *[insert name and or brief description of the goods]*, manufactured by us and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorised to sign this Authorisation on behalf of: *[insert complete name of Manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF ADVANCE PAYMENT GUARANTEE

GUARANTEE NO.

*M/S., National Electric Power Co. (NEPCO)
Amman – Jordan*

NAME OF CONTRACT: NO. 60/2023 SUPPLY OF 33 KV CAPACITOR UNITS

At the request of bank... (The Foreign Bank) and on behalf of M/S.....
(The contractor Name and Address), we the.... (The Local Bank) issue in your favour our
irrevocable and unconditional Advance Payment Guarantee No.....in the amount of (-----
-----) (In words).

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

This guarantee remains valid from the date of issuance until its expiry date on
(.....) and it shall be automatically renewed for consecutive periods; each period
for three months, and it will not be cancelled unless our bank received an official letter duly
issued and signed by you attached with original guarantee and all related original
amendments and or extensions.

Bank (Local Bank)

NATIONAL ELECTRIC POWER COMPANY
TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF TENDER GUARANTEE

To: M/S., NATIONAL ELECTRIC POWER COMPANY (NEPCO)

AMMAN – JORDAN.

NAME OF CONTRACT: NO. 60/2023 SUPPLY OF 33 KV CAPACITOR UNITS

WHEREAS (*Name of Tenderer*) (hereinafter called "the Tenderer") has submitted its Tender dated (*date of Tender*) for the performance of the above-named Contract (hereinafter called "the Tender").

At the request of _____ Bank (the *Foreign Bank*) and on behalf of M/S. _____ (*the Contractor Name and Address*), we _____ (*the Local Bank*) issue in your favour our irrevocable and unconditional Tender Guarantee

No. _____ in the amount of, **JD** ----- (-----
----- (*in words*)).

This guarantee will remain in full force for a period of 90 days from the tender closing date, and any demand in respect thereof must reach the Bank not later than the above date.

Bank (Local Bank)

NATIONAL ELECTRIC POWER COMPANY
TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF PERFORMANCE GUARANTEE

GUARANTEE NO.

M/S., Beneficiary

Amman – Jordan

NAME OF CONTRACT: NO. 60/2023 SUPPLY OF 33 KV CAPACITOR UNITS

At the request of the Bank... (The Foreign Bank) and on behalf of M/S. (The contractor Name and Address), we ...(The Local Bank) issue in your favour our irrevocable and unconditional performance guarantees No...xxx... In the amount of (XXX) (in words).

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

This guarantee remains valid from the date of issuance until its expiry date on (.....) and it shall be automatically renewed for consecutive periods; each period for three months, and it will not be cancelled unless our bank received an official letter duly issued and signed by you attached with original guarantee and all related original amendments and or extensions.

Bank (Local Bank)

NATIONAL ELECTRIC POWER COMPANY
TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF MAINTENANCE GUARANTEE

GUARANTEE NO.

M/S., Beneficiary
Amman – Jordan

NAME OF CONTRACT: NO. 60/2023 SUPPLY OF 33 KV CAPACITOR UNITS

At the request of bank (The Foreign Bank) and on behalf of M/S...
(The contractor Name and Address), we the.... (The Local Bank) issue in your favour our
irrevocable and unconditional **maintenance guarantee** No.....in the amount of (XXXX) (In
words).

In this connection we ... (**Local bank**) hereby consider ourselves responsible for the
unconditional payment to you or your authorized representatives of the above sum on your
first Written demand in whole or in part notwithstanding any objections on the part of the
above-named contractor and without any need for notarial warning or judicial proceedings.

This guarantee remains valid from the date of issuance until its expiry date on
(.....) and it shall be automatically renewed for consecutive periods; each period
for three months, and it will not be cancelled unless our bank received an official letter duly
issued and signed by you attached with original guarantee and all related original
amendments and or extensions.

BANK (LOCAL BANK)

NATIONAL ELECTRIC POWER COMPANY
TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF DECLARATION FOR PROHIBITED PAYMENTS *

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

declare that we have read and comprehended the provisions under Item 14 of General Condition of the Contract related to this Contract and in compliance with this clause; we enclose a declaration properly signed and sealed representing and warranting to The Employer that no direct or indirect commissions, consulting fees, agent fees, Tender fees or other payments, and no inducements or the giving of anything of value (collectively referred to as "Prohibited Payments"), have been made or promised to be made, directly or indirectly, by or on behalf of the Contractor, its sub-Contractor and its or their Employees, agents or representatives, to The Employer, including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made, directly or indirectly, by or on behalf, of Contractor, its sub-Contracts and its or their employees, agents or representatives, to any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer in connection with the amendment, modification, renewal, extension or performance of this Contract.

Tenderers Name-----

Name of authorized signatory

Signature

Seal -----

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

NATIONAL ELECTRIC POWER COMPANY
TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF DECLARATION FOR OTHER PAYMENTS *

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

declare that we have read and comprehended the provisions under Item 15 of General Condition of the Contract related to this contract and in compliance with this sub-clause; we enclose a declaration properly signed and sealed disclosing any and all direct or indirect commissions, consulting fees, agent fees, tender fees or other payments, or inducements or the giving of anything of value (collectively referred to as "Other Payments") to third parties other than any official, employee, agent or representative (whether or not acting in an official capacity) of The Employer, including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors, and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) hereby covenants and agrees promptly to disclose to The Employer in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of Contractor making or being obligated to make, any such Third Party Payments.

Contractor's Name

Name of authorized signatory

Signature

Seal -----

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

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF REQUEST FOR SHIPPING RELEASE

REQUEST FOR SHIPPING RELEASE

TENDER NO. 60/2023
SUPPLY OF 33 KV CAPACITOR UNITS

Request No:

Date:

To: **National Electric Power company**

Your contract reference:

Our contract reference:

We would be pleased to receive your shipping release.

<u>Manufacturer</u>	<u>Equipment</u>	<u>Qty.</u>	<u>Total No. Of Packages</u>
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CONTRACTOR SIGNATURE

RECORD PURPOSE ONLY

Local Release No:

Date:

Yours faithfully,

* Note : The request must be sent to NEPCO along with the FAT documents.

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

FORM OF INSPECTION CERTIFICATE

INSPECTION CERTIFICATE NO.			
CLIENT	NATIONAL ELECTRIC POWER COMPANY(NEPCO)		
PROJECT	SUPPLY OF 33 KV CAPACITOR UNITS		
CONTRACT NO.	60/2023	ORDER COMPLETE	(YES/NO)
MAIN CONTRACTOR		L/C NO.:	
EMPLOYER	NEPCO		
TENDERER			
INSPECTED AT		DATE OF INSPECTION	
EQUIPMENT/ MATERIAL INSPECTED:			
NUMBER INSPECTED:-			
	According to Annex	Quantity	
RESULT OF INSPECTION :			
ATTACHMENTS:			
This is to certify that the Equipment/Material covered by this report has been examined in accordance with the relevant specification (s) as well as the drawings and diagrams, as appropriately tested and described and found to be in condition stated.			
Approved for Dispatch		Approved for further Work	NOT APPROVED
Inspection Engineer:		For and on behalf of National Electric Power Co.	
Date:			

SECTION 4

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT
FOR THE SUPPLY AND DELIVERY OF MATERIALS BASED ON
UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE
PUBLICATION REF.: ME/ 188
GENEVA. MARCH, 1953

1. PREAMBLE:

1.1 These General Conditions shall apply, save as varied by express agreement accepted in writing by both parties.

1.2 Definition Of Terms

The "Purchaser" shall mean the "National Electric Power Company" hereinafter called "NEPCO", and shall include NEPCO legal personal representatives and duly appointed Engineers.

The "Engineer" shall mean the "National Electric Power Company" or persons for the time being or from time to time duly appointed in writing by the purchaser to act as Engineer for the purpose of the Contract.

The words "approved" and "approval" where used in these Conditions or in the specification shall mean "approved by" and "approval of" the purchaser respectively.

The "Vendor" shall mean the "Contractor" whose Tender has been accepted by the Purchaser and shall include the Vendor's (Contractor's) legal personal representatives, successors and permitted assigns.

"F.O.B Price" shall mean the cost of the equipment delivered free on board of the ship or truck or aircraft, all port charges and handling charges (also heavy lift if applicable) included. The Contractor must insure the material against all risks from the time it leaves the works until it is placed F.O.B.

"C&F or CFR Price" shall mean F.O.B. Price plus freight. Including unloading at the port of destination. All Marine Insurance will be effected by the Purchaser. The Contractor must provide full details of the material to be dispatched in good time for NEPCO to arrange for Marine Insurance before the material is actually dispatched.

2. FORMATION OF CONTRACT:

2.1 The Contract shall be deemed to have been entered into when the Purchaser has sent an acceptance in writing before time set in the Tender for acceptance or any such later date extended by the Tenderer at the request of the Purchaser.

2.2 Notwithstanding that the Contract and correspondence in connection with the Contract shall be in the English language, the Contract shall be and be deemed to be Jordanian Contract and shall accordingly be governed by to the laws for the time being in force in the Hashemite Kingdom of Jordan.

2.3 Power To Vary The Work

No alterations, amendments, omissions, additions, suspensions, or variations of the work, (hereinafter referred to as "variations") under the Contract as shown by the Contract Drawings or the Specification shall be made by the Contractor except as directed in writing by the purchaser but the Purchaser shall have full Power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct the Contractor to make such variation without Prejudice to the Contract and the Contractor shall carry out such variations, and be bound by the same Conditions, as far as applicable, as though the said variations occurred in the Specification.

If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Purchaser thereof in writing, and the Purchaser shall decide forthwith whether or not the same shall be carried out, and if the Purchaser confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference in cost, if any, occasioned by any such variations, shall be added to or deducted from the Contract Price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the Schedule of Prices so far as the same may be applicable, and where the rates are not contained in the said Schedule, or are not applicable, they shall be settled by the Purchaser and the Contractor jointly. But the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by him.

In the event of the Purchaser requiring any variations, such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangements accordingly, and in cases where goods materials are already prepared, or any designs, drawings, or patterns made or work done that requires to be altered a reasonable sum in respect thereof shall be allowed by the Purchaser.

Provided that no such variation shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease of the total price payable under the Contract by more than 25 percent thereof.

The power given to the purchaser to make any alteration, amendment, omission, addition or variation to, from or in any part of the works shall include power to vary from time to time the date for the completion of the works or any part thereof.

2.4 Precedence:

In the event of any discrepancy or contradiction between the provisions of the Conditions of Contract and of the Specification, the Conditions of Contract shall take precedence.

2.5 Prices

2.5.1 The Tender calls for firm prices for the definite works.

2.5.2 Provisional items may or may not in whole or in part be purchased by the Purchaser under the Contract.

3. Drawings And Descriptive Documents

3.1 The weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists constitute an approximate guide.

These data shall not be binding save to the extent that they are by reference expressly included in the Contract.

3.2 Any drawings or technical documents intended for use in the construction of the plant or of part thereof and submitted to the Purchaser prior or subsequent to the formation of the Contract remain the exclusive property of the Vendor. They may not, without the Vendor's consent, be utilized by the Purchaser or copied, reproduced, transmitted or communicated to a third party. Provided, however, that the said plans and documents shall be the property of the Purchaser:

- a) If it is expressly so agreed, or.
- b) If they are referable to a separate preliminary Development Contract on which no actual construction was to be performed and in which the property of the Vendor in the said plans and documents was not reserved.

3.3 Any drawings or technical documents intended for use in the construction of the plant or of part thereof and submitted to the Vendor by the Purchaser prior or subsequent to the formation of the Contract remain the exclusive property of the purchaser. They may not, without his consent be utilized by the Vendor or copied, reproduced, transmitted or communicated to third party.

3.4 Drawing Guidelines for Contract Drawings

All drawing shall confirm to the following:

- 1) All drawings are to be prepared on the international sizes as described in BSI BS EN ISO 5457. They are to be of "A" series.

DESIGNATION	SHEET SIZE
A4	210x297

- 2) The NEPCO title block must be added to all drawings produced for the Contract. The block may be reduced in size, depending on sheet size, The NEPCO drawing number must appear in bottom right hand corner of drawing, the drawings must also include the Contractor's / Consultant's title block adjacent to NEPCO title block.
- 3) Each drawing to have its own individual number. For schedules, a drawing number to be given and then sheet 1 of x sheets.

- 4) All descriptive information must be entered in NEPCO title block. All drawings must contain NEPCO drawing numbers as so described and issued by NEPCO.
- 5) The title block should contain the following:
 1. Revision block as NEPCO requirement.
 2. Name of subject i.e. power station, substation, equipment.
 3. Nature of drawing i.e. site layout, general arrangement, single line diagram.
 4. Any other information or notes.
 5. Dimensions to be in MM or M.
 6. Scale i.e. 1:50, 1:1000.
 7. Contract No. i.e. **60/2023**
 8. DRG. No. NEPCO drawing numbers that allocated by NEPCO.
 9. Rev. to contain latest revision number.
 10. Title block for Contractor/Consultant.
 11. Graphical bar scales where required, not required for single line diagrams or reinforced concrete details.
- 6) Drawing sheet should be laid out according to NEPCO requirement.
- 7) Scales to be in multiples of 1:5, 1:10.
- 8) All information to be stencilled on drawings, block capital letters should be used throughout. No freehand printing on drawing except for "revision or hold" cloud.
- 9)
 1. Revisions must be lettered and indicated block provided, all revisions to be checked and approved by Engineer.
 2. Revisions must be interred and highlighted by pencilling cloud around the part revised on the reverse side of the tracing sheet as shown rev. b
 3. Vague descriptions of revisions such as "general revisions" should be avoided. Revisions should be specific. No matter how small the revisions, it should be recorded.
- 10) Notes, reference drawing, and legends should be recorded on drawing, if key plan and north point is required, then apply NEPCO requirement.
- 11) Example of drawing title blocks and titles should be submitted to NEPCO for approval before commencement of drawings.
- 12) On completion of contract, the final drawings submitted to NEPCO are to be marked "as built" dated and signed, The drawings must be accompanied by a complete drawing schedule, listing all the drawings in the order of the NEPCO Numbers. The drawings schedule should be in the region of A3 or A4 size.

4. Packing Of Materials And Shipping Marks:

- 4.1 All materials, equipment and goods shall be very well packed, in seaworthy containers and/or wooden cases, etc. These should protect the material during shipping, handling, unloading, and for a reasonable period of storage at Aqaba Port and later storage at NEPCO central stores.

Packing for indoor materials should be done in such a manner as to adequately ensure no ingress of moisture during the shipping and storage periods.

Packing of fragile equipment (e.g. including instruments and porcelain) should be done in a way which ensures a reasonable resistance to impact breakage during transport.

Packing shall in general be adequate and in compliance with the best international practice.

A descriptive and fully itemized list shall be prepared for the contents of each packing case. A copy of this list shall be placed in a waterproof envelope under a metal or other suitable plate securely fastened to the outside of one end of the case, and its position adequately indicated by stenciling on the case. Where appropriate, drawings showing the erection markings of the item concerned shall be placed inside the case.

NEPCO will supply the successful Tenderer with a drawing of its shipping Mark for utilization.

All packing cases, crates, barrels and drums shall remain the property of the purchaser.

5. Inspection And Tests:

- 5.1 The contractor is required to provide all facilities to enable the employer's representatives (two persons for five days excluding traveling days) to carry out the necessary inspection and testing. The costs of all tests during manufacture and preparation of test records including airfares, hotel accommodations, transport, and all meals are to be borne by the contractor. In case of failure of test all costs of repeated trips of the employer's representatives will be borne by the contractor. The performance of any such inspections and tests in the presence of the purchaser and /or an independent testing authority does not relieve the contractor from his contractual obligations.
- 5.2 If as a result of such inspection and checking the purchaser shall be of the opinion that any materials or parts are defective or not in accordance with the contract, he shall state in writing his objections and the reasons therefore.
- 5.3 Testing instruments shall be approved and shall, if required by the employer's representative, be calibrated by the national physical laboratory or such other body as may be approved, at the expense of the contractor.
- 5.4 Acceptance tests will be carried out and, unless otherwise agreed, will be made at the vendor's works instruments, if the tests are not specified in the contract, the tests will be carried out in accordance with the general practice obtaining in the appropriate branch of the industry in the country where the plant is manufactured.

- 5.5 The vendor shall give to the purchaser sufficient notice of the tests to permit the purchaser's representative to attend. If the purchaser is not represented at the tests, the test report shall be communicated by the vendor to the purchaser and shall be accepted as accurate by the purchaser. After completion of the FAT the vendor is required to send complete test report with request for shipping release.

The purchaser will check test report/test results and if accepted a shipping release certificate will be issued within 10 days from the receipt of the report/shipping release request.

- 5.6 If on any test (other than a test on site, where tests on site are provided for in the contract) the plant shall be found to be defective or not in accordance with the contract, the vendor shall be with all speed make good the defect or ensure that the plant complies with the contract thereafter, if the purchaser so requires, the test shall be repeated.
- 5.7 Unless otherwise agreed, the vendor shall bear all the expenses of tests carried out in his works.
- 5.8 If the contract provides for tests on site, the terms and conditions governing such tests shall be such as may be specially agreed between the parties.
- 5.9 In case of third party testing the contractor will conduct all required tests by the employer through the appointed third party testing company of the list attached hereto all costs for a/m tests will be incurred by the contractor.

6. Passing Of Risk:

- 6.1 Save as provided in paragraph 7.6, the time at which the risk shall pass shall be fixed in accordance with the International Rules for the Interpretation of Trade Terms (INCOTERM) of the International Chamber of Commerce in force at the date of the formation of the Contract.

7. Delivery:

- 7.1 **Unless otherwise agreed the delivery period (CFR Aqaba Port – Jordan) should be within (8) months from the commencement date (i.e., Letter of Award).**
- 7.2 Should delay in delivery be caused by any of the circumstances mentioned in Clause 10 or by an act or omission of the Purchaser and whether such cause occur before or after the time or extended time for delivery, there shall be granted subject to the provisions of paragraph 7.5 hereof such extension of the delivery period as is reasonable having regard to all the circumstances of the case.
- 7.3 If a fixed time for delivery is provided for in the Contract and the Vendor fails to deliver within such time or any extension thereof granted under paragraph 2 hereof, the purchaser shall be entitled, on giving to the Vendor within a reasonable time notice in writing, to claim a reduction of the price payable under the Contract. Such reduction shall be calculated at the rate of one half of one percent of that part of the price payable under the Contract which is properly attributable to such portion of the Plant as cannot in consequence of

the said failure be put to the use intended for each complete week of delay commencing on the due date of delivery, but shall not exceed a maximum percentage reduction of fifteen percent. Such reduction shall be allowed when a payment becomes due on or after delivery. Save as provided in paragraph 7.5 hereof, such reduction of price shall be to the exclusion of any other remedy of the purchaser in respect of the Vendor's failure to deliver as aforesaid.

- 7.4 If the time for delivery mentioned in the Contract is an estimate only, either party may after the expiration of two thirds of such estimated time require the other party in writing to agree on a fixed time.

Where no time for delivery is mentioned in the Contract, this course shall be open to either party after the expiration of (90) days from the formation of the Contract.

If in either case the parties fail to agree, either party may have recourse to arbitration, in accordance with the provisions of Clause 13, to determine a reasonable time for delivery and the time so determined shall be deemed to be the fixed time for delivery provided for in the Contract and paragraph 3 hereof shall apply accordingly.

- 7.5 If any portion of the plant in respect of which the purchaser has become entitled to the maximum reduction provided for by paragraph 3 hereof, or in respect of which he would have been so entitled had he given the notice referred to therein, remains undelivered, the purchaser may by notice in writing to the vendor require time to deliver and by such last mentioned notice fix a final time for delivery which shall be reasonable taking into account such delay as has already occurred. If for any reason whatever the Vendor fails within such time to do everything that he must do to effect delivery, the purchaser shall be entitled by notice in writing to the Vendor, and without requiring the consent of any Court, to terminate the Contract in respect of such portion of the plant and thereupon to recover from the vendor any amount not exceeding that part of the price payable under the Contract which is properly attributable to such portion of the plant as could not in consequence of the Vendor's failure be put to the use intended.

- 7.6 If the purchaser fails to accept delivery on due date he shall nevertheless make any payment conditional in delivery as if the plant had been delivered. The Vendor shall arrange for the storage of the plant at the risk and cost of the purchaser, If required by the purchaser, the Vendor shall insure the plant at the cost of the purchaser, Provided that if the delay in accepting delivery is due to one of the circumstances mentioned in clause 10 and the Vendor is in a position to store it in his premises without prejudice to his business, the cost of storing the plant shall not be borne by the purchaser.

- 7.7 Unless the failure of the purchaser is due to any of the circumstances mentioned in Clause 9, the Vendor may require the purchaser by notice in writing to accept delivery within a reasonable time.

If the purchaser fails for any reason whatever to do so within such time, the Vendor shall be entitled by notice in writing to the purchaser, and without requiring the consent of any Court, to terminate the Contract in respect of such

portion of the plant as is by reason of the failure of the purchaser aforesaid not delivered and thereupon to recover from the purchaser any loss, suffered by reason of such failure up to an amount not exceeding the value of the plant, the delivery of which has not been accepted.

8. Terms of Payment:

8.1 Subject to any deductions which the purchaser may be authorized to make under the contract, or subject to any additions or deductions provided for under clause 2.3 above, the contractor shall be entitled strictly to payment as follows:-

- i. **Ten (10) percent of contract value as advance payment** within sixty (60) days from the Contractor's correct application of payment (invoice) against submitting of the following:
 - Receiving accepted Advance Payment Bank Guarantee in the form given for the same advance payment value and same contract currency.
 - Receiving accepted Performance Guarantee as specified in Instructions to Tenderers.
 - Commercial Invoice or payment request in two originals plus four copies.
 - Interim payment certificate issued and signed by NEPCO in one original and four copies.
- ii. **Seventy (70) percent of contract value as interim payment for shipment of material** within sixty (60) days from the Contractor's correct application of payment (invoice) supplemented with the following documents:
 - Commercial Invoice in two originals plus four copies, showing commodity, description, quantity, unit price, total price and delivery base, reference to items as per schedule of prices.
 - Interim payment certificate issued and signed by NEPCO in one original and four copies.
 - Packing list in one original plus four copies.
 - Bill of lading – three negotiables, four non-negotiable.
 - Test certificates, two copies and /or shipping release issued and signed by NEPCO – two copies.
 - Certificate of origin in one original and four copies.
 - Vessel certificate less than 15 years old (Certificate).
- iii. **Fifteen (15) per cent of contract value as interim payment for receipt at NEPCO's warehouses of material** within sixty (60) days from the Contractor's correct application for interim payment (invoice) supplemented with the following documents:
 - Receipt of an invoice or payment request in one original and four copies for the correct amount.
 - Receiving report issued and signed by NEPCO committee as evidence that the material has been received at NEPCO's warehouses in satisfactory condition.
 - Interim payment certificate issued and signed by NEPCO.

- iv. **The remaining Five (5) percent of contract value will be paid against the interim certificate to the Contractor after 60 days from the date of expiring of the maintenance period** or (depends on the employer approval) against the submitting of maintenance bond of (5%) of the Contract amount, for the purpose of replacement and/or adjustment of defective material.

Submission of shipping Documents & Invoices:

Shipping documents must be submitted early for clearance purposes.

Shipping documents shall be submitted to the bank if payment made by CAD or LC. If payment is through bank transfer the shipping documents shall be submitted directly to NEPCO as specified.

Shipment:

Shipment by sea freight must be on direct and regular (liner) vessel less than 15 years old at the time of shipment. The vessel shall be classified and certified in accordance with the (ISM) code and shall be a member in the P&I club.

If the Contract has been terminated the claim for termination costs shall be accompanied by:

- 1) Written justification by Contractor supporting in detail the claimed charge.
- 2) Either written concurrence by the Employer to the Contractor's claim or a certified copy of an arbitration award.

If the Contractor claims payment for suspension of the works the claim for suspension costs shall be accompanied by:

- 1) Written justification by the Contractor supporting in detail the claimed charge.
- 2) Either written concurrence by the Employer to the Contractor's claim or a certified copy of an arbitration award.

8.2 All bank charges, commissions and expenses inside and outside Jordan are to be for the vendor account.

8.3 If delivery has been made before payment of the whole sum payable under the contract, plant delivered shall, to the extent permitted by the law of the country where the plant is situated after delivery, remain the property of the vendor until such payment has been effected. If such law does not permit the vendor to retain the property in the plant, the vendor shall be entitled to the benefit of such other rights in respect thereof as such law permits him to retain. The purchaser shall give the vendor every assistance in taking any measures required to protect the vendor's right of property or such other rights as aforesaid.

8.4 A payment conditional on the fulfillment of an obligation by the vendor shall not be due until such obligation has been fulfilled, unless the failure of the vendor is due to an act or omission of the purchaser.

8.5 If the purchaser delays in making any payment, the vendor may postpone the fulfillment of his own obligations until such payment is made, unless the failure of the purchaser is due to an act or omission of the vendor.

- 8.6 If delay by the purchaser in making any payment is due to one of the circumstances mentioned in clause 10, the vendor shall not be entitled to any interest on the sum due.
- 8.7 Save as aforesaid, if the purchaser delays in making any payment, the vendor shall on giving to the purchaser within a reasonable time notice in writing be entitled, and without requiring the consent of any court, to terminate the contract and thereupon to recover from the purchaser the amount of his loss up to the value of the plant, the payment for which has been unreasonably delayed.

9. Guarantee:

- 9.1 Subject as hereinafter set out, the Vendor undertakes to remedy any defect resulting from faulty design, materials or workmanship.
- 9.2 This liability is limited to defects which appear during the period (hereinafter called the Guarantee period) of **(12) months after receipt of last consignment at site or NEPCO warehouses.**
- 9.3 In fixing this period due account has been taken of the time normally required for transport as contemplated in the Contract.
- 9.4 In respect of such parts (whether of the Vendor's own manufacture or not) of the plant as are expressly mentioned in the Contract. The Guarantee Period shall be such other period (if any) as specified in respect of each of such parts.
- 9.5 In order to be able to avail himself of his rights under this clause the purchaser shall notify the Vendor in writing without delay of any defects that have appeared and shall give him every opportunity of inspecting and remedying them.
- 9.6 On receipt of such notification the Vendor shall remedy the defect forthwith and at his own expense. Save where the nature of the defect is such that it is appropriate to effect repairs on site, the Purchaser shall return to the Vendor any part in which a defect covered by this Clause has appeared, for repair or replacement by the Vendor, and in such case the delivery to the purchaser of such properly repaired or a part in replacement thereof shall be deemed to be a fulfillment by the Vendor of his obligations under this paragraph in respect of such defective part.
- 9.7 The guarantee Period is based on the continuous use of the plant in service for 24 hours every day.
- 9.8 The Vendor shall bear all the costs and risks of the transport of defective parts or equipment's and their replacements.
- 9.9 Where, in pursuance of paragraph 7 hereof, repairs are required to be effected on site, the conditions covering the attendance of the Vendor's representatives on site shall be such as may be specially agreed between the parties.
- 9.10 Defective parts replaced in accordance with this Clause shall be placed at the disposal of the Vendor.

- 9.11 If the Vendor refuses to fulfil his obligations under this Clause or fails to proceed with due diligence after being required to do so, the purchaser may proceed to do the necessary work at the Vendor's risk and expense.
- 9.12 The Vendor's liability does not apply to defects arising out of materials provided, or out of a design stipulated, by the purchaser.
- 9.13 The Vendor's liability shall apply only to defects that appear under the conditions of operation provided for by the Contract and under proper use, it does not cover defects due to causes arising after the risk in the Plant has passed in accordance with Clause 6. In particular it does not cover defects arising from the purchaser's faulty maintenance or erection, or from alterations carried out without the Vendor's consent in writing, or from repairs carried out improperly by the purchaser, nor does it cover normal deterioration.
- 9.14 Save as in this Clause expressed, the Vendor shall be under no liability in respect of defects after the risk in the plant has passed in accordance with Clause 6, even if such defects are due to causes existing before the risk so passed, It is expressly agreed that the purchaser shall have no claim in respect of personal injury or of damage to property not the subject matter of the circumstances of the case that the Vendor has been guilty of gross misconduct.
- 9.15 "Gross misconduct" does not comprise any and every lack of proper care or skill, but means an act or omission on the part of the Vendor implying either a failure to pay due regard to serious consequences which a conscientious contractor would normally foresee as likely to ensue, or a deliberate disregard of any consequences of such act or omission.
- 9.16 A fresh guarantee period equal to that stated in paragraph 2 hereof shall apply, under the same terms and condition as those application to the original plant, to part supplied in replacement of defective part or to part renewed in pursuance of this clause this provision shall not apply to the remaining part of the plant, the guarantee period of which shall be extended only by a period equal to the period during which the plant is out of action as a result of defect covered by this clause.

10. Relief's:

- 10.1 The following shall be considered as cases of relief if they intervene after the formation of the Contract and impede its performance. Industrial disputes and any other circumstances (e.g. fire, mobilization, requisition, embargo, currency restrictions, insurrection, shortage of transport, general shortage of materials and restriction in the use of power) when such other circumstances are beyond the control of the parties.
- 10.2 The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof.
- 10.3 The effects of the said circumstances so far as they affect the timely performance of their obligations by the parties, are defined in Clauses 7 and 8. Save as provided in paragraphs 7.5, 7.7., and 8.7, if, by reason of any of the

said circumstances, the performance of the Contract within a reasonable time becomes impossible, either party shall be entitled to terminate the Contract by notice in writing to the other party without requiring the consent of any court.

10.4 If the Contract is terminated in accordance with paragraph 3 hereof, the division of the expenses incurred in respect of the Contract shall be determined by agreement between the parties.

10.5 In default of agreement, it shall be determined by the arbitrator which party has been prevented from performing his obligations and that party shall bear the whole of the said expenses. Where the purchaser is required to bear the whole of the expenses and has before termination of the Contract paid to the Vendor more than the amount of the Vendor's expenses, the purchaser shall be entitled to recover the excess.

If the arbitrator determines that both parties have been prevented from performing their obligations, he shall apportion the said expenses between the parties in such manner as to him seems fair and reasonable, having regard to all the circumstances of the case.

10.6 For the purposes of this Clause "expenses" means actual out-of-pocket expenses reasonably incurred, after both parties shall have mitigated their losses as far as possible. Provided that as respects plant delivered to the purchaser the Vendor's expenses shall be deemed to be that part of the price payable under the Contract which is properly attributable thereto.

11. Limitation Of Damages:

11.1 Where either party is liable in damages to the other, these shall not exceed the damage which the party in default could reasonably have foreseen at the time of the formation of the Contract.

11.2 The party who sets up a breach of the Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that he can do so without unreasonable inconvenience or cost. Should he fails to do so, the party guilty of the breach may claim a reduction in the damages.

12. Rights At Termination:

12.1 Termination of the contract, from whatever cause arising, shall be without prejudice to the rights of the parties occurred under the Contract up to the time of termination.

13. Arbitration And Law Applicable:

13.1 If any dispute, question or controversy shall arise between the Purchaser and the Contractor concerning this Contract the matter in dispute shall be referred to an arbitration committee composed of three (3) arbitrators. One arbitrator shall be nominated by the Purchaser and one by the Contractor, and the third arbitrator shall be appointed by both parties.

If either party fails to appoint his arbitrator within one month of the appointment of the arbitrator by the other party, or if the two parties fail to agree on the third arbitrator within two months of the date of the request to

refer the dispute to arbitration, such arbitrator shall be appointed by the president of the highest Court in Jordan at the request of either or both parties.

- 13.2 The decision of the arbitrators shall be final and binding on both the purchaser and the Contractor. Any such reference shall conform to the statutory enactment or regulation governing arbitration's as may be in force in Jordan at the time. The assessment of costs incidental to the reference and award respectively shall be at the discretion of the arbitration committee.

14. Declaration for Prohibited Payments

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

- D. The rights and remedies of The Employer under this clause are in addition to and not in derogation of any other rights The Employer may have under applicable law or regulations.
- E. This clause shall survive the termination of the Contract.

15. Declaration for other Payments

- A. The Tenderer shall fully disclose in the Declaration for Other Payments attached to this Tender any and all direct or indirect commissions, consulting fees, agent fees, tenders fees or other payments, or inducements or the giving of anything of value (collectively referred to as "Other Payments") to third parties other than any official employee, worker, representative or agent of The Employer, including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of the Contractor, its sub-contractors and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract, and hereby covenants and agrees promptly to disclose to The Employer in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of the Contractor making or being obligated to make, any such Third Party Payments.
- B. In the event of any violation or breach of the provisions of paragraph A of this clause, The Employer at its sole option and discretion shall take all or any of the following Actions: (i) terminate the Contract; and /or (ii) deduct from all or any payments due to the Contractor under this Contract an amount equal to two times the amount of any Third Party Payments; and/or (iii) demand that the Contractor pay forthwith to the Employer, which demand the Contractor hereby irrevocably agrees to honour, an amount equal to two times the amount of any Third Party Payments, it being the intention, subject to paragraph D below, that the aggregate of all amounts to which The Employer is entitled under paragraph B shall not exceed the amount which is two times the amount of all Third Party Payments.
- C. The Tenderer agrees that provisions substantially similar (but in no event less restrictive) to paragraphs A and B above shall be incorporated by the Contractor in all agreements with the Contractor's Sub-Contractors, suppliers or Contractor arising out of or relating to this Contract, and shall also expressly provide that the same may, at The Employers sole discretion, be enforced directly by The Employer. The Contractor further agrees promptly to supply to The Employer true and complete copies of such agreements, together with evidence of their inclusion in such agreements, forthwith upon entering into by the Contractor of such agreements.
- D. Nothing in this Section shall expressly or impliedly make lawful or permissible any Third Party Payments that are otherwise prohibited under applicable law or regulations. The rights and remedies of The Employer under this clause are in addition to and not in derogation of any other rights The Employer may have under applicable law or regulations.

This clause shall survive the termination of the Contract.

16. Force Majeure:

- 16.1 A Party's failure or delay in performing any of its obligations under this Contract will not be deemed a breach of this Contract to the extent that such failure or delay is directly due to any Force Majeure Event.
- 16.2 For the purposes of this Clause, "Force Majeure Event" means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to, acts of a Party in its, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 16.3 If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.

Section 5

Technical Specifications

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

TECHNICAL SPECIFICATIONS

1. GENERAL CLAUSES

1.1. Scope of work

This Specification provides for the design, manufacture, testing, packing for export, supply **CFR Aqaba Port – Jordan Incoterms 2020**, and guarantee for a period of 12 calendar months from the date of receipt the last consignment of 33KV Capacitor Units at NEPCO's warehouses.

1.2. General

Each capacitor unit shall connected in a manner to form a single phase capacitors connected to form an ungrounded double star 3-phase unit and shall be suitable for Indoor installation.

Each unit shall comprise an assembly of one or more capacitor elements in a single container with terminals brought out.

The capacitor units shall be of the plastic film paper type, will be mounted on insulated racks and comply with the requirements of this specification and IEC 60871. Polychlorodiphenyl (PCB) type impregnating fluids shall not be used.

Capacitors shall be capable of continuous operation at 130 per cent of fundamental sinusoidal current.

Capacitors shall be suitable for continuous operation at rated reactive power.

1.3. Containers

The containers shall be of stainless steel or other approved material. If the latter, then to ensure a long life between repainting, the following finish shall be applied. Acceptance of an alternative finish will be contingent upon an equivalent standard being obtained.

- a. Metallised zinc spray to BS EN ISO 2063, Part I, 1964.
- b. Degrease.
- c. One coat of pre-treatment primer.
- d. One coat of zinc chromate primer.
- e. Two coats of phenolic resin based micaceous iron oxide paint.
- f. One coat of phenolic based hard glass paint to an overall film thickness of 150 microns.

1.4. Fuses

Fuses shall be provided internally for protection of individual capacitor elements or groups of elements. The fuses shall not deteriorate when the unit capacitor is subjected to the discharge test specified in the Schedules nor the currents associated with the day-to-day operation of the capacitor bank.

The Contractor shall demonstrate or provide evidence to the satisfaction of the Engineer that each fuse is capable of breaking the fault current produced by the failure of the capacitor element or groups of elements or complete unit capacitor to which the fuse is applied without hazard from the fuse or the unit capacitor. The Contractor shall also demonstrate or provide evidence to the satisfaction of the engineer that the contamination of the impregnant is not such as to affect the reliability of the remaining sound elements.

Fuses shall be so constructed that when they operate due to a defective element(s), the blown fuse will withstand indefinitely the voltage imposed across it under working conditions.

Internal fuses shall be generally in accordance with IEC 60931-3 and IEC 60871-4.

1.5. Overvoltages and overloads

The capacitor units must withstand all the transient currents and voltages inherent in the application.

Each capacitor unit shall be capable of withstanding without damage, any overvoltages produced by excessive currents including inrush currents and short circuit currents for earth faults for a period of time not less than the maximum operating time of the associated protective equipment.

1.6. Duty under fault conditions

Capacitor units shall be capable of withstanding without damage, or deterioration of fuses, an external short circuit on the terminals of the live unit capacitor or of the live capacitor bank. Due consideration should also be given to the fact that external flashovers may occur as a result of transient overvoltages and that at the instant of the fault the unit capacitor may be charged up to a voltage considerably in excess of the normal peak voltage. The Contractor will be required to demonstrate compliance with these requirements in a manner to be approved by the Engineer.

1.7. Construction

Where members are stamped or marked for erection purposes the marking shall be legible, and where erection marks are stamped on galvanized material they shall be stamped before galvanizing and shall be clearly legible after galvanizing

1.8. Compliance with Specification

Notwithstanding any description, drawings or illustrations which may have been submitted with the tender, all details other than those shown in the Schedule of Departures from the Specification will be deemed to be in accordance with the Specification and the standard specifications and codes referred to therein.

No departures from the Specification, except those shown in the Schedule of Departures and approved by the Employer, shall be made without the written approval of the Engineer.

1.9. Variance with Conditions of Contract

In the event of there being any inconsistency between the provisions of this Specification and the Conditions of Contract, the provisions of the Conditions of Contract shall prevail and shall be considered as incorporated in the Contract.

1.10. Places of manufacture

The manufacturer and places of manufacture and testing of the various portions of the Contract Works shall be stated in the Schedules.

1.11. Dates for completion

The dates of readiness for testing, access to site(s), delivery and completion of the various Sections of the Contract Works shall be as stated in the Schedules.

1.12. Language and system of units

The English language shall be used in all written communications between the Employer the Engineer and the Contractor with respect to the services to be rendered and with respect to all documents and drawings procured or prepared by the Contractor pertaining to the work, unless otherwise agreed by the Engineer.

It is required that all equipment labels or plates and the Operating and Maintenance Instructions be written in English.

The design features of all equipment shall be based on the SI system of units.

1.13. Mass and size of parts

The mass and dimensions of any item of equipment shall not exceed the figures stated in the Schedules.

Each item shall be labelled to indicate its mass and any special handling instructions.

1.14. Compliance with regulations

All apparatus and material supplied, and all work carried out shall comply in all respects with such of the requirements of the Regulations and Acts in force in the country of the Employer as are applicable to the Contract Works and with any other applicable regulations to which the Employer is subject.

1.15. Packing, shipping and transport

The Contractor shall be responsible for the packing, loading and transport of the materials from the place of manufacture, whether this is at his own works or those of any supplier, to CFR Aqaba –Jordan.

1.16. Standards

The contractor shall provide one copy of the latest standards (IEC, BS, ANSI, DIN or other applicable standards) which are applicable to this contract to the Employer.

1.17. Testing:

1.17.1. Type Test:

Type test reports (according to clause No.41 “eligibility & qualification” of tender instructions) shall be provided for capacitor units similar to the offered capacitor units in accordance to IEC 60871 publications or such other standards as may be approved, and shall include the following tests:

- a) Thermal stability test.
- b) Measurement of the tangent of the loss angle ($\tan \delta$) of the capacitor at elevated temperature.
- c) AC voltage test between terminals and container.
- d) Lightning impulse voltage test between terminals and container.
- e) Overvoltage test.
- f) Short-circuit discharge test.
- g) Disconnecting test on internal fuses.

1.17.2. Routine and Sample tests:

The following tests (according to paragraph No.5 “Inspection and Tests” of general conditions) shall be carried out at the manufacturer's works for offered capacitor units in accordance to IEC 60871 publications or such other standards as may be approved:

- a) Capacitance measurement.
- b) Measurement of the tangent of the loss angle ($\tan \delta$) of the capacitor.
- c) Voltage test between terminals.
- d) AC voltage test between terminals and container.
- e) Test of internal discharge device.
- f) Sealing test.
- g) Discharge test on internal fuses.

Section 6

Technical Schedules

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

SCHEDULE (A)

MANUFACTURER TECHNICAL PARTICULARS AND GURANTEES

(Information to be submitted with tender)

Item No.	Description	Quantity Pieces
A.1	Indoor Capacitor Units (Cells):	144 pcs
A.2	Capacitor Units: <ul style="list-style-type: none">- Capacitance (C) : 13.77 uF.- Capacitor unit rated voltage : 9815 Volt.- Current (I) : 42.5 A.- Reactive Power (Q) : 416.7 KVar.- Internal Discharge Resistance : as per IEC.60871.- Internal Fuses : Yes.- Ins. / BIL : 38/95 KV.- Temp. Category : -25 / D.- System Nominal voltage : 33 Kv- Vn : 9.815 Kv.- System highest voltage : 36 kV- System operating voltage : 34 kV- Frequency : 50 Hz.- Polychlorodiphenyl (PCB) type impregnating fluids shall not be used.- Standards : IEC. 60871 .	
A.3	- Connection : <ul style="list-style-type: none">- The required capacitor units (cells) will be used for the existing capacitor bank which is balanced ungrounded double star.- Each 24 capacitor units will be used to form 10 MVAR balanced double star capacitor bank.- The required capacitor units are to be indoor type, mounted on and solidly bonded to steel or aluminum racks mounted on insulators fixed on a concrete base (Steel structure not required).	
A.4	- Notes: <ul style="list-style-type: none">i. NEPCO staff will install and construct the required capacitor units (cells) on the existing steel structure.ii. Steel structure are <u>not required</u>.iii. Ancillary equipment are <u>not in the scope of supply</u>.	

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

SCHEDULE B

MANUFACTURE, PLACE OF MANUFACTURE & TESTING

AND DELIVERY DATES

This schedule shall be completed by tenderer to show the time, calculated from the date of award of contract in which he guarantees to dispatch the equipment.

ITEM	DESCRIPTION	MANUFACTURER	PLACE OF MANUFACTURE	PLACE OF TESTING	DELIVERY DATE / CFR (AQABA PORT)
MAIN EQUIPMENT					
1	Indoor Capacitor Units , according to schedule (A)				

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

SCHEDULE C

DEVIATIONS OR EXCEPTIONS TO THE TENDER DOCUMENTS

Tenderers shall enter below all deviations from the Tender documents in sequential order. In the absence of any listed deviation it is deemed that the Tender document requirements are fully complied with.

Clause No. in the Tender Document	Deviation

The Tenderer hereby confirms that, except for the deviations listed in this schedule, this proposal is fully in compliance with the Tender Documents.

Tenderer's signature and Stamp:

Date

Section 7

Price Schedules

NATIONAL ELECTRIC POWER COMPANY

TENDER NO. 60/2023

SUPPLY OF 33 KV CAPACITOR UNITS

SCHEDULE D

QUANTITIES AND PRICE OF EQUIPMENT

The prices entered below for the item, whether or the item is fully described, shall include everything necessary to provide the equipment complete and in working order in accordance with the provisions of the contract.

The following schedule shall be filled-in completely and without omissions by the tenderers and their manner and break-down may not be changed, however, this schedule may be supplemented by extra sheets, should that be necessary.

ITEM	Description	Qty	Unit	Price	
				Currency	
				Unit price CFR (AQABA PORT)	Total price CFR (AQABA PORT)
1	Indoor Capacitor Units , according to schedule (A)	144	pcs		
2	Witnessing of FAT tests by the employer's inspectors according to clause (5) in tender conditions)	2	Per inspector		
TOTAL PRICE FOR THE EQUIPMENT					

Total Price for the Equipment CFR (AQABA PORT) Say (in words):

.....
.....

- **Note: The total Tender price should be filled the Form of Tender.**