



Schools for Knowledge Economy Project (SKEP)

Funded by United States Agency for International Development (USAID)

Phase (3)/Package (2)

- Thahr Al Sarow Basic School for Boys-Jerash
- Jumana Bint Abi Taleb Basic Mixed School- Amman
- Hay Al Iskan Basic Mixed School- Jerash

Special Tender No.:
9 /2019/USAID/SKEP/3/2

Tender Documents

Vol.1 of 4 -Invitation, Forms and Conditions of Contract

August 2019

DISCLAIMER

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**TENDER DOCUMENTS
VOLUME 1 of 4
INVITATION, FORMS AND CONTRACT CONDITIONS**

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Schools for a Knowledge Economy Project Phase 3/ Package 2

Funded by United States Agency for International Development (USAID)

Form of Invitation to Tender

SECTION 1 INVITATION TO TENDER

The Employer, the Ministry of Public Works and Housing (MPWH) through the Special Tender Committee (STC), invites Prequalified Contractors, to bid on Schools for a Knowledge Economy Project-Phase 3/Package 2, which includes construction of two schools in Jerash and one school in Amman.

The Project will be funded through a grant received from the United States Agency for International Development (USAID).

The project consists of construction of new classrooms, computer labs, laboratories, public utilities...etc., and site works for group of schools as shown in the Tender Documents, the schools are:

- Thahr Al Sarow Basic School for Boys-Jerash
The project consists of five floors building, with a total approximate area of 4615 m² in addition to site works as deemed in the drawings and BOQ.
- Jumana Bint Abi Taleb Basic Mixed School- Amman
The project consists of five floors building, with a total approximate area of 5460 m² in addition to site works as deemed in the drawings and BOQ.
- Hay Al Iskan Basic Mixed School- Jerash
The project consists of five floors building, with a total approximate area of 5420 m² in addition to site works as deemed in the drawings and BOQ.

Tender Documents can be purchased at the address noted below starting from2019, for the non-refundable price of Jordanian Dinars (.....) per set; by an authorized representative

from the Tenderer with a certified copy of its classification certificate and copy of the invitation letter. The Employer will not be responsible for lost and/or undelivered documents sent by mail, FedEx or similar means.

Ministry of Public Works and Housing (MPWH)
6th floor USAID Funded Projects Hall
8th Circle, King Abdullah II Street, Amman, Jordan
Tel: (962-6) 585-8311/14, Fax: (962-6) 585-3986
Email: USAID_special_tc@mpwh.gov.jo
Websites: MPWH: www.mpwh.gov.jo

The last day for purchasing the Tender Documents is 12:00 noon, Jordan local time, ... /.../ 2019.

Tenderers are required to complete and submit the Tender Documents listed under Article 2.4 of the instructions to tenderers in an original and one completed copy.

Tenders must be submitted in accordance with the Tender Documents, before 12:00 noon, Jordan local time /.... / 2019 to the MPWH, at the address listed above.

Tenders will be publicly opened at 2:00 p.m. the same day.

Sites Visits is scheduled on /.... / 2019. However; Tenderers have to conduct full inspection of the site at their own time.

Pre bid Conference: A Pre-Bid Conference - questions and answers session will be held at MPWH on /.... / 2019.

All qualified Contractors for this project are strongly encouraged to attend. Raised Questions during the Pre-bid Conference and their answers will be included in the minutes of the meeting and distributed to the qualified Contractors.

Any questions regarding the Tender Documents shall be sent in writing to the Ministry of Public Works & Housing - MPWH at the above-listed address no later than /.... / 2019.

No questions will be responded to after the said date. All questions must be submitted in writing, otherwise will not be responded to. Written responses will only be sent to all Tenderers.

Any Contract awarded under this Invitation to Tenderers is expected to be funded by a grant from USAID, subject to availability of funds. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this Invitation for Tenders or any resulting Contract. However, USAID has certain approval rights, including approval of the Tenderer selected and the Contract. The Tenderer will be required to enter into agreements with and make certifications to USAID in connection with the issuance of financing documents by USAID and the submission by the Contractor of invoices for payment. This procurement will be subject to regulations contained in applicable USAID Handbooks.

Award of any contract requires compliance with all USAID requirements specified in the Tender Documents and subject to USAID review and approval.

Issuance of this Invitation to Tender does not in any way obligate the Government of Jordan or the US Government to award a contract nor does it commit the Government of Jordan or the U.S. Government to pay for the cost incurred in preparation and submission of this Tender.

End of Invitation to Tender

SECTION 2 INSTRUCTIONS TO TENDERERS

Special Tender No: / / 2019

Project: School for a Knowledge Economy Project (SKEP) - Phase 3 / Package 2
(The Project will be dealt with as one tender with different sites)

Article 2.1 Definitions

Terms used in these Instructions to Tenderers and in the Tender Documents shall have the meanings defined in the Conditions of Contract, Part I General Conditions and Part II Conditions of Particular Application.

The term “Successful Tenderer” means the responsible prequalified Tenderer who submits the Lowest Responsive Tender and to whom the Employer makes an award.

Article 2.2 Description of Work

Work Description as per the Form of Invitation to Tenderers.

Article 2.3 Tender Opening

The original and three completed copies of the Tender submittal must be delivered by a representative of the Tenderer to the following address:

Ministry of Public Works and Housing (MPWH)
6th floor USAID Funded Projects Hall
8th Circle, King Abdullah II Street, Amman, Jordan
Tel: (962-6) 585-8311/14, Fax: (962-6) 585-3986
Email: USAID_special_tc@mpwh.gov.jo
Websites: MPWH: www.mpwh.gov.jo

Faxes or electronic copies by email of the proposals will not be accepted

All Tenders must be enclosed in sealed packages, marked: School for a Knowledge Economy Project (SKEP) - Phase 3 / Package 2 and must be delivered no later than the time and day stated in the Invitation to Tender.

The tender will be opened at the time stated in the Invitation of Tender, at the above address, in the presence of the public.

Tenderers will be held responsible for ensuring that their Tenders are received in accordance with the instructions stated herein and a late Tender will not be considered even if it became late as a result of circumstances beyond the Tenderer’s control.

Article 2.4 Tender Documents

Copies of the Tender Documents may be obtained from the office at the following address:

Schools for a Knowledge Economy Project
Phase 3/ Package 2

Ministry of Public Works and Housing (MPWH)
6th floor USAID Funded Projects Hall
8th Circle, King Abdullah II Street, Amman, Jordan
Tel: (962-6) 585-8311/14, Fax: (962-6) 585-3986
Email: USAID_special_tc@mpwh.gov.jo
Websites: MPWH: www.mpwh.gov.jo

The Tender Documents may be reviewed at the same address above.

Tender Documents for this Contract consist of the following four volumes:

Volume 1: Invitation, Forms and Contract Conditions (Hard Copy)

- (1) Invitation to Tender
- (2) Instructions to Tenderers
- (3) Tender Forms, consisting of the following:
 - Form of Tender
 - Appendix to Form of Tender
 - Tender (Bid) Security Form (Bank Guarantee)
 - Tender (Bid) Security Form (Bid Bond) and Instructions
- (4) Contract Forms, consisting of the following:
 - Contract Agreement Form
 - Criteria for Approval of Guarantees and Bonds
 - Performance Security (Performance Bond)
 - Instructions
 - Performance Guarantee (Performance Guarantee / Bank Guarantee)
 - Substantial Completion Payment Form
 - Final Payment and Settlement Form
 - Mobilization Advance Payment Guarantee
 - Defects Liability Guarantee Form
 - Phoenix Vendor Request / Update Form
 - Usaid Forms and Instructions
- (5) Conditions of Contract for Works of Civil Engineering Construction/ Part I - General Conditions of Contract (FIDIC) – Fourth Edition 1987, Reprinted 1988 with editorial amendments, Reprinted 1992 with further amendments
- (6) Conditions of Contract for Works of Civil Engineering Construction/ Part II - Conditions of Particular Application

Volume 2: Technical Specifications (Hard Copy)

Volume 3: Methods of Measurements & Bill of Quantities. (Hard Copy) and (Soft Copy/ for information only)

Volume 4: Drawings (Soft Copy)

- *School Drawings Set (one per school site)*
- *Book of Details Drawing Set*

Electronic copy of the Site Investigation and Geotechnical Evaluation reports, prepared by Arab Center for Engineering Studies (ACEs), will be furnished to each Tenderer for information only and is not considered part of the Tender Documents.

Article 2.5 Examination of Tender Documents and Sites.

Notwithstanding any information that may be contained in these Tender Documents, Tenderers are required to obtain all information they may require to enable them to submit their Tenders in accordance with Clause 11 of the Conditions of Contract.

Each Tenderer shall ensure that it is fully informed in accordance with the Conditions of Contract regarding construction hazards and procedures, labor and all other conditions and factors, local and otherwise, which may affect the Work or its cost. Such considerations include, but are not limited to, the arrangement and condition of existing facilities, and the availability and cost of labor and materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Tender. There will be no subsequent financial adjustment for lack of such prior information.

Any information given on the Drawings or in the Specifications relating to subsurface conditions, existing utilities and other structures was obtained from the best sources available at the time to the Employer. All such information is furnished for the advice and convenience of the Tenderers. This information is offered without expressed or implied guarantee as to its accuracy and completeness thereof nor of its interpretation or that it represents a true picture of the subsurface conditions that will be encountered. Each Tenderer shall be responsible for its own interpretation of the information and must form its own opinion of the character of the materials that will be encountered from an inspection of the ground and from such other investigation as may be desirable.

Information shown on the Drawings regarding incidence and locations of existing utilities is not purported to be a complete and accurate description of all utilities that are likely to be encountered during the Work. This information is intended to indicate the general routing for the existing utility distribution networks as far as the Employer has been able to determine. Tenderers should note that the information shown may be incomplete, and there may be some discrepancies between the information shown and actual field conditions. There may be additional utilities within the project area, which are not shown on the Drawings. The Tenderer will be deemed to have taken full account of this in its Tender price.

Each Tenderer is deemed to have familiarized itself with the Site and formed its own opinion of the types and conditions of the existing utilities and structures. Based on its own interpretation of each, the Tenderer shall be responsible for selection of appropriate construction methods with adequate protection for existing structures.

The Work will require a degree of interaction with various local authorities. The Tender Documents do not describe fully the specific procedures that will be required for these interactions. Each Tenderer shall ensure that it has an adequate working knowledge of the local laws, customs and business practices that will enable the Tenderer to interact effectively with the various local authorities required to perform the Work.

Each Tenderer is deemed to have investigated the Tender Documents and the Site of the Project and fully familiarized itself with the various conditions and hazards which may affect

the Work and its cost. No plea of ignorance of conditions that exist or that may thereafter exist or of conditions or difficulties that may be encountered in the execution of the Work under this Contract as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever or for extension of time. There will be no subsequent financial adjustment for the lack of such prior knowledge.

Article 2.6 Interpretation, Amendments and Addenda

If any Tenderer is in doubt as to the true meaning of any of the Drawings or Specifications or finds any conflicts, discrepancies in or omission from the Tender Documents, he shall notify the Employer and the Engineer in writing in accordance with the Invitation to Tender. Interpretations and clarification responses will be made only by formal addendum after concurrence of each addendum by the Employer and USAID. Only questions answered by formal written Addenda will be binding. Oral or other communications will be without legal effect.

The Employer reserves the right to amend any Tender Document or contract requirement prior to the date for submission of Tenders. Any such amendment shall be mailed or delivered to Tenderers in the form of written Addenda to the Tender Documents. All Addenda so issued or otherwise will become part of the Tender Documents and Tenderers shall comply in all respects with the provisions of any Addenda.

Receipt of Addenda must be acknowledged on the space provided in the Form of Tender. Tenderers shall respond by fax to the STC for USAID funded projects of the educational sector to confirm receipt of Addenda. Any communications other than an Addendum are intended only for information, and, in case of ambiguity, inconsistency or conflict between such communications and the Tender Documents and Addenda, the Tender Documents and Addenda will be controlling.

Tenderers shall notify the Employer of any change of address. The Employer will not be responsible for any Tenderer's failure to receive any communication, if the Employer is not so notified.

Article 2.7 Substitute Material and Equipment

The Contract, if awarded, will be on the basis of the type and quality of materials described on the Drawings or in the Specifications. Whenever it is indicated on the Drawings or in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the Contractor, applications for acceptance will not be considered by the Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by the Contractor, and consideration by the Engineer, is set forth in Division 1 of the Technical Specifications (Volume 2).

Article 2.8 Personnel to be Employed on the Project

The prequalification of each Tenderer was based, in part, on, the qualifications and experience

of the staff to be furnished for the project. Any substitution for the named persons shall be of persons with equal or better qualifications and subject to the approval of the Employer. Contractor's Personnel shall be in accordance with Sub Clause 15.1, Contractor Superintendence of Parts I and II of the Conditions of the Contract.

Article 2.9 Tender (Bid) Security

The Tenderers are requested to provide in a single envelope a Bank Guarantee with total amount of (200,000) JOD / Two hundred thousand Jordanian Dinars / **from a local Jordanian Bank Branch - on behalf of his Excellency, the Minister of Public Works and Housing in addition to his position.**

In case the tenderer intends to participate in more than one package, he is allowed to provide one Bid Security in the amount equal to the larger amount required for each of the two packages.

The Bank cheques will not be accepted.

The Bid Security shall remain valid up to 90 days from the last day of submitting Tenders

The Bid Security shall, at the Tenderer's option, be in one of the following forms:

- (a) Bank guarantee issued by an acceptable United States bank and endorsed by an authorized bank in the Hashemite Kingdom of Jordan;
- (b) Bank guarantee issued by an established branch of an acceptable United States bank that is currently operating within the Hashemite Kingdom of Jordan without further endorsement by another Hashemite Kingdom of Jordan bank;
- (c) Bank guarantee issued by a local Jordanian bank; or
- (d) Bond or guarantee issued by a reputable US surety company.

The format of the Bid Security shall be in accordance with the sample forms of Bid Security included in Section 3. Bonds or guarantees issued by reputable U.S. surety companies, insurance companies or banking institutions must be acceptable to the Employer and USAID. Bonds and guarantees must meet criteria comparable to those established by the U.S. Treasury Department for acceptable sureties on Federal Bonds, and also to that established by the U.S. Controller of the Currency for guarantees issued by U.S. National Banks. See in Section 4, Criteria for Approval of Bonds and Guarantees.

Any Tender not accompanied by an acceptable Bid Security will be rejected by the Employer as non-responsive.

An unsuccessful Tenderer's Bid Security will be returned as promptly as possible upon award of contract, but in any event not later than forty-five (45) days after the expiration of the period of Tender validity, or of any such extended period of Tender Validity that the Tenderer and Employer may agree in writing.

The successful Tenderer's Bid Security will be returned upon the Tenderer executing the Contract and furnishing the required Performance Security (see Article 2.17).

Forfeiture: The Bid Security (Bid Bond or Bank Guarantee) shall be forfeited if:

- a) A Tenderer withdraws its Tender during the period of Tender validity or during any such extension of the Tender Validity Period that the Tenderer may grant in writing to the Employer, or fails to provide breakdown of unit price for items requested by the STC, or
- b) In the case of a successful Tenderer, if the Tenderer fails or refuses within the specified time limit to execute the Contract within and furnish the required Performance Security.

Article 2.10 Liquidated Damages

Provisions for liquidated damages are set forth in Clause 47 of Parts I and II of the Conditions of Contract. The amount of liquidated damages is stated in the Appendix to Form of Tender.

Article 2.11 Subcontractors and Suppliers

No changes will be permitted in the structure of the Tenderer as pre-qualified, except with the prior written consent of MPWH and USAID, which shall need to be obtained prior to the deadline for submitting tenders. Pre-qualified contractors may not submit tenders as a joint venture with, or in association with, other contractors, whether those other contractors were pre-qualified or not.

The Tenderer, including any subcontractor, shall not be associated, nor have, in the past three years, been associated with the designer “Engicon” in the preparation of the design, specifications, and bidding documents for the Project. Any such association will result in the rejection of the tender. This prohibition extends to individuals who participated in or had access to the design, specifications, and bidding documents for the Project. Such individuals may not participate in bid preparation.

Provisions for subcontracting are set forth in Sub-Clauses 4.1 and 4.2 of the General Conditions of Contract (Part I) and in Sub-Clauses 4.2 through 4.7 of the Conditions of Particular Application (Part II).

The successful Tenderer shall be entirely responsible for the quality, performance, time of delivery and completion of all components, whether of its own work, or of its subcontractors.

Any Tender specifically conditioned upon furnishing equipment or materials that are not responsive to the Tender Documents will not be considered.

Article 2.12 Content of Tender

Tenderers must submit Tenders for all work shown on the Drawings, Specifications and the Bill of Quantities. Tenders which are incomplete will be considered non-responsive.

Tenderers are required to complete and submit the Tender Documents listed under Article 2.4 of these instructions in an original and one completed copy. The tenders shall be stamped and signed by the Tenderer.

No alterations should be made to the forms provided and all forms shall be completed in indelible ink or typed print. Any alterations required to correct errors made by the Tenderer shall be initialed and dated by the person or persons signing the Tender.

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as non-responsive.

One original copy of the completed Tender is to be clearly marked “ORIGINAL TENDER” and the other completed copies are to be marked “COPY OF TENDER”. In case of any discrepancy, the copy marked “ORIGINAL TENDER” shall govern.

Article 2.13 Signature of Tender

The Tender must be signed by a person duly authorized to do so. A Tender submitted by a Corporation must bear the seal of the Corporation and be attested by its Secretary.

Article 2.14 Modifications of Tenders

Tenderers have the right to withdraw, modify, or correct a Tender after it has been delivered to the Employer, provided that the request for such, withdrawal, modification or correction together with the full details of such, withdrawal, modification or correction is by letter delivered to the Employer at the address listed in the Invitation to Tender, received before the time set for opening Tenders. The original Tender as amended by such communication will be considered as the Tenderer’s offer. Telegraphic, phoned or faxed, modifications or corrections are not acceptable.

The Employer may ask any Tenderer for a clarification of its Tender. Clarifications that are not material modifications as defined herein and do not alter the Tender Price may be accepted. However, no Tenderer will be permitted to alter its Tender Price after Tenders have been opened. Tenders for the whole of the Works must remain valid for 90 days from the date fixed for receiving the same, and may not be withdrawn during the Period of Tender Validity, or any such extension of the Tender Validity Period that the Tenderer and Employer may agree in writing, except with the written permission of the Employer.

Article 2.15 Currency and Payment

Tenderers shall price the items in the Bill of Quantities (Volume 3) in Jordanian Dinars only.

The Tender Price shall include all costs incurred by the Contractor plus profits in order to complete the Works in accordance with the Contract Documents, including, but not limited to; wages, salaries and travel of employees; cost of insurance and freight of products, commodities, equipment, fixtures and other materials properly imported by the Contractor into Jordan for the purpose of this Contract and insurance and freight on the return of such plant and equipment from Jordan upon completion of the Work; and overhead costs including those outside Jordan, transportation, fuel, housing, interest charges on financing, Contractor’s profits, premium on bond and insurances and any other direct and administrative expenses properly incurred including those outside Jordan and which are eligible for USAID financing in accordance with the terms of the Contract. Payment shall be made in accordance with

Clauses 60 and 72.1 of the Conditions of Contract (Parts I and II).

Article 2.16 Acceptance of Tenders

The Contract will be awarded to the responsible prequalified Tenderer who submits the lowest-priced responsive Tender for the whole of the Works. However, the MPWH reserves the right to award only one package to a single Tenderer, even if this tenderer has lowest price in more than one package, the MPWH may also award more than one package to a single Tenderer considering the best value for the government and workload distribution.

A “responsive” Tender is one that complies with all the terms and conditions in the Tender Documents without material modification. A material modification is one which affects in any way the price, quality, scope or completion date of construction services or which limits in any way any responsibilities, duties or liabilities of the Tenderer or any rights of the Employer, the Engineer or USAID as any of the foregoing have been specified or defined in the Tender Documents. Tenderers may not modify non-responsive Tenders after Tender Opening in order to make them responsive; however, the Employer may request a Tenderer to clarify its Tender as long as no material modification is made. Any request for clarification and the response shall both be in writing, but no material change of the Tender shall be sought, offered, or permitted, except as may be required to confirm the correction of errors as set forth herein.

The unit prices entered by the Tenderer shall govern in establishing the Total Bid Price. Where there is a discrepancy between amounts in figures and in words, the amount in words shall govern. 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 unit rate as quoted will govern and the corrected amount shall be calculated and the totals corrected accordingly, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total amount as quoted will govern and the unit rate will be corrected. Similarly, if there is any error in addition or carrying-forward of prices, these will be corrected, and the Total Bid Price adjusted to reflect the corrections shall govern.

The amount stated in the Tender Form will be adjusted in accordance with the above procedure for the correction of errors and, shall be considered as binding. If the Tenderer does not accept the corrected amount, its Tender will be rejected, and the Tender Security will be forfeited.

Tenders that are grossly unbalanced or appear to be sufficiently unbalanced to adversely affect the interest of the Employer (MPWH), or that fail to conform to the foregoing instructions may be rejected.

The Employer reserves the right to reject any or all Tenders, to award any or all of the Works consistent with the availability of funding by USAID, and to waive informalities and irregularities in the Tenders received if it appears in the Employer’s best interest to do so. A single package will not be divided and awarded to more than one Tenderer.

Any award will be subject to the approval of USAID. A Letter of Acceptance to the successful Tenderer will be issued within the Tender Validity Period or any extension thereof. A letter of Acceptance has the same meaning as the Letter of Award.

Article 2.17 Execution of Contract

The Tenderer to whom the Contract is awarded will be required to execute a formal contract with the Employer within fourteen (14) calendar days from the date of issuance of the Letter of Acceptance. The amount of security shall be as stated in the Appendix to Form of Tender. In addition to the Performance Guarantee, the Contractor must submit and obtain Employer's approval of all key personnel in accordance with Article 2.8, prior to the execution of the Contract.

The Contractor shall furnish the Performance Guarantee within seven (7) calendar days from the date of issuance of the Letter of Acceptance.

If a Tenderer to whom the Contract is awarded fails to execute the Contract or fails to produce a satisfactory performance security within the time specified, the Employer may, at its discretion, determine that the Tender and its acceptance are null and void. In this event, the Bid Security accompanying the Tender shall be forfeited as Liquidated Damages to indemnify the Employer for any loss that it might sustain by such failure.

Article 2.18 Commencement Date

After the Contract has been executed, all required documents provided, and USAID and MPWH review completed, the Engineer shall hand over the sites to the Contractor within twenty-one (21) calendar days after signing the contract agreement. The Order to Commence will be issued by the Engineer after thirty (30) calendar days from the date of site handing over. The contractor shall complete all mobilization items within the 30 days of site handing over including perform site investigation works for previously inaccessible sites. No excavation or structural works will be authorized before completing all mobilization items. All completion times specified in the Appendix to Form of Tender shall be calculated from the Date of Commencement.

Article 2.19 Tendering Expense

The Tenderer shall prepare his Tender entirely at its own risk and expense. USAID and the Employer will not reimburse any expenses incurred by the Tenderer in connection with the preparation or submission of the Tender, site visits, or attendance at the Pre-Bid Conference.

Article 2.20 Proprietary Information

The Tender Documents and all data contained therein, or appended or related thereto, are the property of the Employer and are delivered only for the purpose of enabling each potential Tenderer to prepare and submit a Tender in response thereto. The information contained or referred to in the Tender Documents or appended thereto is not to be disclosed or released for any other purpose or use.

Article 2.21 Tax Exemption

Pursuant to the bilateral agreement between the United States Government and the Government of Jordan, the Contractor, its subcontractors and their employees who are not citizens or permanent residents of Jordan shall be free of all taxes, fees, levies, customs, or impositions imposed under laws in effect in the Kingdom of Jordan with respect to all work

and services performed under this Contract, except that Jordanian contractors and subcontractors and their employees are subject to Jordanian income taxes. This exemption includes all customs, duties and registration fees.

More information on the tax exemption conditions are provided under the Contract Conditions, Clause 74”

Article 2.22 Special Instructions to Tenderers

The Bill of Quantities is made up of a list of measurable items of work for the construction of each component of the Works and includes priced items for mobilization. Descriptions of the work included under each item and pricing instructions are included in the Preamble to the Bill of Quantities.

Requirements to submit construction schedules and to provide a schedule of values for all the Work are contained in Division 1 of the Technical Specifications.

The Tender Documents are prepared on the basis that the work will be constructed using construction methods with appropriate provisions or precautionary measures necessary to assure the safety of the public and to protect existing properties. This shall not be deemed to exclude the use of alternate methods of construction if these are proposed by the Contractor and acceptable to the Employer.

The suppliers of commodities to the Tenderer must meet the nationality rule in Clause 78 of the Conditions of Contract. In addition, the commodities or equipment procured by the Tenderer or subcontractor for incorporation in the Works, or used in performing the Contract, must have their “source” and “origin” in eligible countries as these terms are defined in Clause 78.

Article 2.23 Eligible Goods and Services

Except as provided in Clause 78 of the Conditions of Contract, all goods, materials, commodities and services specified in the Contract Documents shall have their source and nationality in a country eligible under USAID Principal Geographic Code 937.

Article 2.24 Anti-Corruption Provisions

No offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this contract. Any such practice will be grounds for cancelling the procurement, terminating an offeror's consideration for award, or terminating the award of the contract and for such other additional actions, civil and/or criminal, as may be applicable.

Article 2.25 Mobilization Advance payment

Up to 20 % of the Accepted Contract Amount will be paid under the contract in accordance to the appendix to form of tender and clause 60.3 of the Conditions of Contract.

Article 2.26 Price Breakdown Analysis

The bidder shall provide price breakdown analysis for any item listed in the BOQ as may be requested by the STC. The STC has the right to reject any tender that seems to be unbalanced.

Article 2.27 Newly Graduate Engineers

The Contractor is required to hire a number of newly graduate engineers as stipulated in the Conditions of Particular Application, Clause 16.1.

Article 2.28 Evaluation of Performance

Contractors will be evaluated by the Engineer and by the MPWH throughout the project based on their performance under this contract in the following areas: Quality, Compliance with Safety and Environment, Time and Cost Management, and Business Relationships. The final evaluation upon project completion will be used as a reference for future pre-qualifications under USAID funded projects. More details on the evaluation process are included under the Conditions of Particular Application, Clause 105.

Article 2.29 Preconstruction Conference

The Engineer shall convene a Pre-Construction Conference within (14) days of contract signing and MPWH project and procurement staff, Contractor and Supervisory Engineer representatives shall attend. Agreements reached in this meeting shall be the basis for all project construction activities and act as precedent for expectations by each party. In this meeting, the Contracted Parties shall solve concerns, establish a project partnership, and set the tone for the project communications and partnership for the whole project. The agenda, time, and place for this meeting will be set by the Engineer and provided to the Contractor shortly after Contract signing. Contractor shall be prepared to participate in this Meeting/Conference for two days is necessary. Topics to be discussed, at a minimum, and agreements shall be reached on the following subjects:

1. Preliminaries

- a. Submittal Process and Schedule
- b. Contractor Site Security and Temporary Access and Offices
- c. Record Keeping Expected Contractor Records and Document Control
- d. Site Housekeeping
- e. Lay Down Yards
- f. Record Drawings (As Built Drawings) and
- g. Handling Visitors – VIP and Locals.

2. Project and Progress Meetings

- a. Daily meetings
- b. Monthly Meetings
 - i. The Schedule Revisions
 - ii. Non-Conforming Work

- iii. RFIs
- iv. Material deliveries, acceptance, rejection, and storage
- v. Quality control
- vi. Safety
- vii. Environmental Compliance
- c. Requests for Information (RFIs)
- d. RFI Log
- e. RFI resolution

3. Progress Payments

- a. Quantity Measurement
- b. Invoice Review and Approvals

4. Quality Control

- a. Materials
- b. Acceptance and Approval
- c. Independent Testing
- d. Sampling and Testing Schedules
- e. Material Standards and Sampling/Testing
- f. Construction Methods/Standards and Testing

5. Material Delivery and Acceptance Form and Log

6. Non-Conforming Work

7. Variation Orders

8. Health & Safety

- a. Contractor's H&S Plan and Safety Officer
- b. First Aid Capability on Site
- c. Fire protection and prevention
- d. Sanitation and housekeeping
- e. Penalties for Non-Conformance
- f. Safety Clothing and Equipment
- g. Injury, accident and Near Miss reports
- h. Trash Disposal – where, how, when
- i. Debris Disposal
- j. Demolition activities
- k. Hazardous Waste disposition
- l. End of Project Site clean-up

9. Project Completion and Handover

END OF INSTRUCTIONS TO TENDERERS

SECTION 3 TENDER FORMS

- Form of Tender
- Appendix to Form of Tender
- Tender (Bid) Security Form (Bid Guarantee / Bank Guarantee)
- Tender Security Form (Bid Bond) and Instructions

FORM OF TENDER

Project: School for a Knowledge Economy Project (SKEP) – Phase 3 / Package 2

Special Tender No.:/2019

To:

Ministry of Public Works & Housing
8th Circle / King Abdullah Street, Amman, Jordan
P.O. Box 1220, Amman, 11118, Jordan
Telephone: (962) 6 585 8311 (14 lines), Fax: (962-6) 585-3986
Email: USAID_special_tc@mpwh.gov.jo
Websites: MPWH: www.mpwh.gov.jo

1. THE UNDERSIGNED TENDERER, having familiarized itself with the Work required by the Tender Documents, the Sites where the Work is to be performed, local labor conditions, and all laws, regulations and other factors affecting performance of the Work, and having satisfied itself of the expense and difficulties attending performance of the Work;

HEREBY PROPOSES and agrees, if this Tender is accepted, to enter into Agreement on the form attached to perform all Work, including (1) the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract; (2) to furnish all materials, tools, equipment, supplies, transportation, labor, superintendence and services required to perform the Work; and (3) to furnish securities, insurance and submittals; all as indicated or specified in the Tender documents. Such Work shall be performed or furnished by **Tenderer** for the total base Tender of (JD)

(In numbers): _____ JD.

(Written): _____

_____ JD.

2. The Tenderer agrees to commence work under the Contract within 30 calendar days of (of site handing over), and to Substantially Complete and deliver the whole of the Work covered by this Tender, in accordance with the specified requirements in the Appendix to Form of Tender.
3. The undersigned Tenderer agrees to furnish the required Letter of Bank Guarantee or Performance Guarantee as Security in the amount specified in the Appendix to Form of Tender for the due performance of the Contract.
4. The undersigned Tenderer hereby certifies that neither the Tenderer nor any of the Tenderer's subcontractors are included on any list of suspended, debarred, or ineligible Contractors as established by USAID or the U.S. Government or the

Government of Jordan.

5. The Tenderer agrees to abide by this Tender for a period of 90 calendar days from the date fixed for receiving same and its Tender shall remain binding and may be accepted at any time before the expiration of that period, or any such extension of the Tender Validity Period that the Tenderer and Employer may agree in writing.
6. Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance thereof by the Employer, shall constitute a binding contract between the Tenderer and the Employer.
7. The Tenderer understands that the Employer reserves the right to reject any or all Tenders and to waive informalities and irregularities in the Tenders received if it appears in the Employer's best interest to do so.
8. The Tenderer certifies that it meets the nationality requirements set forth in the Conditions of Contract, Clause 78, entitled "Nationality, Source, Origin and Cargo Preference".
9. If the Tenderer is a U.S. Contractor, the Tenderer certifies that it is in compliance with U.S. Equal Opportunity obligations under President's Executive Order 11246, as amended, and the regulations and orders issued thereunder.
10. The Tenderer declares that The Employer is not obliged to accept the lowest price.
11. The undersigned Tenderer declares that the total value of all subcontracted work will not exceed thirty-three per cent (33%) of the contract price, less cost of equipment supplied.
12. The Tenderer certifies that, to the best of its current knowledge, the Tenderer did not provide, within the previous ten years, and it will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
13. The undersigned Tenderer acknowledges receipt of the following Addenda, which have been considered in the preparation of this Tender:

No. _____ Dated _____ Signed _____

No. _____ Dated _____ Signed _____

No. _____ Dated _____ Signed _____

No. _____ Dated _____ Signed _____

No. _____ Dated _____ Signed _____

This Form of Tender and the Appendix to Form of Tender, the Tender (Bid) Security, Bill of Quantities and other forms within the tender. Tenderers are required to fill in all blank spaces in these forms.

SIGNATURE OF TENDERER

Signed in _____ this _____ day of _____ 20__.

If an individual: _____

doing business as _____

If a Partnership: _____

By _____

If a Corporation: _____

(a _____ Corporation)

by _____

Title _____ (Seal & Attest)

Business Address of Tenderer: _____

END OF FORM OF TENDER

APPENDIX TO FORM OF TENDER

No.	Description	Reference Clause *	Requirement
1	Employer's Name and Address		Ministry of Public Works and Housing Eighth Circle – King Abdallah II Street, Amman, Jordan Fax: 962 6 5857590 E-mail: USAID_Special_tc@mpwh.gov.jo Websites: MPWH: www.mpwh.gov.jo Tel: (962-6) 5803383 – 5803803- 5858311/14
2	Contractor's Name and Address		
3	Engineer's Name and Address		
4	Amount of Tender (Bid) Security: Bank Guarantee,		JOD 200,000 (two hundred thousand Jordanian Dinars) In case the bidder intends to participate in more than one package, he is allowed to provide one Bid Security in the amount equal to the larger amount required for each of the two packages.
5	Amount of Performance Security: Performance Guarantee (PG) or Performance Bond (PB)	10	10% of Contract Price for PG, or 100% of Contract Price for PB (in case of international tenderers) <i>The Contractor shall submit the performance guarantee within 7 days from the Letter of Acceptance in order to sign the contract agreement.</i>
6	Period of Validity of Performance Security (Performance Guarantee)	10	Until completion of the Work and shall remain in effect until the Maintenance Guarantee has been received
7	Minimum amount of insurance policy. (All Risk which shall cover Comprehensive, General Liability, Third Party and Umbrella Liability Insurance to protect the Contractor, the Employer and the Engineer)	22/23	125% of Tender Price
8	Automobile Insurance to protect the Contractor, the Employer and the Engineer, and their Employees, dependents, and Representatives	23	The liability limit of Automobile Insurance shall be in accordance with the statutory requirements of Jordan.
9	Site Handing Over Date of Commencement	41	Within 21 calendar days of signing the contract agreement After 30 calendar days of the site handing over
10	Time for Substantial Completion	43	from commencement date for school
	Thahr Al Sarow Basic School for Boys-Jerash		450 Calendar days
	Jumana Bint Abi Taleb Basic Mixed School- Amman		450 Calendar days
	Hay Al Iskan Basic Mixed School- Jerash		450 Calendar days
11	Time to Complete all the Work including Punch List Items after the taking over committee inspection date	43	<i>Within 14 calendar days for each school from the date of taking over committee inspection.</i>
12	Amount of Liquidated Damages	47	
	Thahr Al Sarow Basic School for Boys-Jerash		2000 JOD / day but not to exceed 15% of total amount for the school
	Jumana Bint Abi Taleb Basic Mixed School- Amman		2000 JOD / day but not to exceed 15% of total amount for the school
	Hay Al Iskan Basic Mixed School- Jerash		2000 JOD / day but not to exceed 15% of total amount for the school
13	Interest Rate for Delayed Payment	60	Rate set by Jordan Central Bank

Tender Forms – Section 3

No.	Description	Reference Clause *	Requirement
14	Defects Liability Period (Calculated from the date of Substantial Completion)	49	(730) Calendar Days for all Civil & Electromechanical works from the date of Substantial Completion for each school including the maintenance of plantation works. - The Contractor must conduct periodic check up visits to each school site to evaluate any defect and to address them. - Four site visits shall be conducted in a calendar year. - These visits are additional to the requested visits by the Employer to address any urgent remedy works.
15	Defects Liability Guarantee	49 & 59.6	5% of the final Contract Sum
16	Percentage of Retention from Interim Payment Certificate	60	10% of each Payment
17	Limit of Retention Money	60	5% of Contract Sum as amended
18	Period of Time for Payment to be made after Certification by the Engineer	60	60 calendar days
19	Minimum Amount of Interim Payment Certificate	60	JOD 300,000 (Three hundred thousand Jordanian Dinar) for all schools under the package
20	Payment for Imported Materials and Equipment	60	40% upon receipt of approved bill of lading and another 20% when stored on site to the Engineer's approval.
21	Payment for Local Materials and Equipment	60	60% and restricted to cement and reinforcing steel when stored on site to the Engineer's approval.
22	Total of advanced mobilization payment**	60.3	20% of the accepted contract amount in two payments: first 10% installment after signing the contract agreement and submitting: - the Performance Security in accordance with Clause 10 - a guarantee in amounts and currencies equal to the advance payment - filled USAID form 1034. second 10% installment, after actual commencing work execution, completion of all mobilization items including: temporary office, preparatory works including supervision offices and services, approved work plan by the Engineer, quality control programme, construction risk management programme, safety plan, site boundary wall, safety site signs and the bank a guarantee in amounts and currencies equal to the advance payment.
23	Repayment amortization of advance payment	60.3	20% (of each payment certificate till advance payment is recovered, but no later than the original contract duration)
24	Quality control program	97	The Contractor must submit to Engineer a comprehensive quality control program (cacp) for approval.
25	Penalty for Nonconformity will apply to the followings: install and execute: temporary offices and/or services of temporary offices and/or offices sign boards and/or temporary fence. (within 30 calendar days of the site handing over date)	Additional	500 JD/day /five hundred JD per day/ to be applied for each school individually for any violation (Temporary offices, Sign boards, Temporary fence).

No.	Description	Reference Clause *	Requirement
28	Bonus of early completion	Additional	<ul style="list-style-type: none"> - 30,000 JOD if the Contractor finished the works one month prior to the completion date. - 60,000 JOD if the Contractor finished the works two month prior to the completion date.

* Refers to clauses in Conditions of Contract, Parts I and II and/or BOQ (Volume 3) items

** If the Contractor doesn't submit request to obtain the Mobilization Advance Payment within 30 days of submission the Performance Security, then he loses the right to obtain the Mobilization Advance Payment.

**TENDER (BID) SECURITY FORM
(BID GUARANTEE / BANK GUARANTEE)**

WHEREAS _____

(Hereinafter called “the Tenderer”) has submitted its Tender, dated _____
For the construction (SKEP) - Phase 3 / Package 2 (hereinafter called “the Project”),

KNOW ALL PERSONS by these presents that we _____

having our registered office at _____

(hereinafter called “the Bank”) are bound unto the Ministry of Public Works & Housing of Jordan (MPWH), (hereinafter called “the Employer) in the amount of _____ for which payment will truly be made to the said Employer. The Bank binds itself, its successors and assigns, by these presents, sealed with the common seal of the Bank this _____ day of _____, 20__.

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its Tender during the period of Tender Validity specified on the Tender Form or any such extension of the Period of Tender Validity that the Tenderer may grant in writing to the Employer; OR
1. If the Tenderer, having been notified of the acceptance of its Tender by the Employer during the period of Tender Validity, or any such extension of the period of Tender Validity that the Tenderer may grant in writing to the Employer, either:
 - Fails or refuses to execute the Agreement or Contract within the time in the Conditions of Contract, Article 2.17, or
 - Fails or refuses to furnish the Performance Guarantee or the Performance Bond in accordance with the Contract Conditions, Article 2.17,

we undertake to pay the Employer the above amount, according to and upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer, by a letter signed by its Secretary General, or a person who is otherwise duly authorized, will note that the amount claimed by it is due it owing to the occurrence of one or both of the two above-stated conditions, specifying the occurred condition or conditions.

THIS GUARANTEE will remain in force and effect up to and including (a) 90 days from the last day for submitting Tenders, or (b) the last day of such extension of the Tender Validity period that the Tenderer and Employer may agree in writing, whichever is later. Any demand in respect thereof should reach the Bank not later than such date.

(Name of (U.S.) or Jordanian Bank)

By _____
(Authorized Representative, Title)

Endorsed By (if required – see Article 2.9 of Contract Conditions /section 2/)

(Name of Authorized Bank in Host Country)

(Authorized Representative, Title)

Witnessed By _____

Name of Witness _____

Address of Witness _____

DATE _____

END OF TENDER (BID) SECURITY FORM

**TENDER SECURITY FORM
(BID BOND)**

(See instructions following this form)

TENDER IDENTIFICATION:

Contract Name: **School for a Knowledge Economy Project (SKEP) – Phase 3/Package 2**
(hereinafter called “the Project”)

Tender Date: _____

PRINCIPAL (Tenderer) Legal
Name(s) & Business Address

DATE BOND EXECUTED
(not later than Tender opening date)

SURETY (IES)
Name(s) and Business Address (es)

TYPE OF ORGANIZATION
(mark one with an “X”)

Individual _____

Partnership _____

Joint Venture _____

Corporation _____

State in which incorporated _____

PENAL SUM OF BOND

This Bid Bond is in the amount of _____.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Ministry of Public Works & Housing of Jordan, hereinafter referred to as MPWH, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, provided that, where the sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum “jointly and severally” as well as “severally” only, for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally, with the Principal for the payment of such sum only as is set forth opposite the name of such surety, but if no limit or liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has submitted the Tender identified above,

INSTRUCTIONS

- This form is authorized for use in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without the approval of the Employer.
- The full legal name and business address of the Principal shall be inserted in the space designated “Principal” on the face of the form. The Bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in-fact), and is not a member of the firm, partnership, joint venture or an officer of the corporation involved, evidence of authority must be furnished.
- Corporations executing the bond as sureties (applicable to U.S. contractors only) must be among those appearing on the US Treasury Department’s list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (City and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed “CORPORATE SURETY(IES)” and, in the space designated “SURETY(IES)” on the face of the form, only the letter identification shall be inserted.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word “Seal”.
- The name of each person signing the Tender Bond shall be typed in the space provided.

END OF INSTRUCTIONS

SECTION 4 CONTRACT FORMS

- Contract Agreement Form
- Criteria for Approval of Bonds and Guarantees
- Performance Security (Performance Bond)
- Performance Security (Performance Guarantee / Bank Guarantee)
- Instructions
- Mobilization Advance Payment Guarantee
- Substantial Completion Payment Form
- Final Payment and Settlement Form
- (Defects Liability) Guarantee Form
- Phoenix Vendor Request / Update Form
- USAID Forms and Instructions

CONTRACT AGREEMENT FORM

THIS AGREEMENT, made the _____ day of _____, _____, by and between the Ministry of Public Works & Housing (MPWH), referred to in the Contract Documents as “Employer” and:

referred to in these Contract Documents as “Contractor”:

WHEREAS, in accordance with law, the Employer has caused Tender Documents to be prepared and an Invitation to Tender to be issued, for and in connection with the Construction of _____, Contract No. _____.

WHEREAS, the Employer, in the manner prescribed by law, has publicly opened, examined and canvassed the submitted Tenders and has determined the Contractor to be the responsible Tenderer who submitted the lowest responsive Tender for the Works and has awarded to the Contractor a contract therefore, for the sum of.....
.....

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Employer for itself and its successors, and the Contractor for itself and its successors and assigns, and its executors and administrators, as follows:

Article 1 DEFINITIONS

1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

Article 2 THE WORKS

2.1 The Contractor shall execute, complete and maintain the Works in conformity in all respects with the provisions of the Contract.

Article 3 CONTRACT PRICE

3.1 The Employer, in accordance with Clause 60.1 of the Conditions of Contract, will pay the Contractor for the execution, completion and maintenance of the Works and the Contractor shall accept as full compensation therefor, the sum (subject to adjustment as provided in the Contract Documents) of _____ JOD, in words:

Article 4 CONTRACT TIME

4.1 The Contractor shall commence and complete all Work within the times stated in the Appendix to Form of Tender.

The Contractor further agrees to pay, as Liquidated Damages, in accordance with the Conditions of Contract, the sum stated in the Appendix to Form of Tender for each calendar day thereafter, until the date of certified completion, up to the maximum sum stated in the Appendix to Form of Tender.

Article 5 CONTRACT DOCUMENTS

The Contract Documents that comprise the Agreement between the Employer and the Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 5.1 This Agreement, pages 4-1 to 4-5, inclusive
- 5.2 Exhibits to the Agreement which include:
 - (a) Completed Form of Tender and Appendix
- 5.3 Performance Security, identified as:
 - (a) Performance Bond; or
 - (b) Performance Guarantee
- 5.4 Notice of Award and Letter of Acceptance
- 5.5 Part I - General Conditions of Contract Conditions /section 2/
- 5.6 Part II - Conditions of Particular Application
- 5.7 Invitation to Tender and Instructions to Tenderers
- 5.8 Technical Specifications
- 5.9 Drawings
- 5.10 Priced Bill of Quantities and Methods of Measurements
- 5.11 Addenda numbers _____ to _____, inclusive
- 5.12 Any modifications (as provided for in the Conditions of Contract) duly delivered after execution of this Agreement.

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be altered, amended or repealed by a Modification as defined in the Conditions of Contract.

Article 6 MISCELLANEOUS

- 6.1 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on the other party hereto without the express written consent of the party sought to be bound, except that monies that are due or may become due under this Contract may be assigned to a financial institution as a part of a financing arrangement as long as they in no manner affect the rights, responsibilities and prerogatives of the parties to the Contract, and, unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 6.2 The Employer and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents.

- 6.3 As stipulated in Clause 77.1 in Conditions of Particular Application, the parties hereto understand that the Contract has reserved to USAID certain rights such as, but not limited to, the right to approve the terms of this Contract, the Contractor, and any or all plans, reports, specifications, subcontracts, bid documents, drawings, or other documents related to this Contract and the Project of which it is part. In addition, both parties acknowledge that all variation orders, time extensions, or increase to the signed contract ceiling of any value shall be pre-approved by USAID. The parties hereto understand and agree that USAID, in reserving any or all of the foregoing approval rights acts solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USAID to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing this Project and shall not be construed as making USAID a party to the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in quadruplicate. One Countersigned Original has been delivered to the Employer, Contractor, USAID and Engineer. All portions of the Contract Documents have been signed or initialed by the Employer and Contractor.

This Agreement becomes effective on _____, 20__.

Contractor

Employer

By

By

Title

Title

Seal

Seal

Attest

Attest

Address for giving notices

Address for giving notices

Approval as to Form

Attorney for Employer

Witnesses by

Witnessed by

Title

Title

END OF CONTRACT AGREEMENT FORM

CRITERIA FOR APPROVAL OF BONDS AND GUARANTEES

1. GENERAL

The U.S. Treasury Department requires surety companies, insurance companies, and financial institutions that wish to qualify as acceptable sureties on Federal bonds and letters of guarantee to meet certain minimum requirements. The requirements are:

That the surety insurance company:

1. Has capital, fully paid up in cash, of not less than JOD 177,500 (USD 250,000), is solvent and is otherwise qualified to do the business for which approval is requested.
2. Has and maintains on deposit with the proper financial officer of the State in which incorporated, for the protection of all its policy holders, legal investments having a current market value of not less than JOD 71,000 (USD 100,000).
3. Is licensed in any State in which it is to do a fidelity and surety business.
4. Must not engage in any type of business not authorized by its charter or the laws of the State in which it is incorporated.
5. Must have its cash capital and other funds safely invested in accordance with the laws of the State in which it is incorporated.
6. Shall not write any risk on any security, the amount of which is greater than 10 percent of the paid-up capital and surplus of the company; this amount is known as the underwriting limitation.

The U.S. Controller of the Currency has set a lending limit whereby a national banking institution's obligation to any person, co-partnership, association, or corporation shall at no time exceed 10 percent of the capital stock of such banking institution actually paid and unimpaired, and 10 percent of its unimpaired surplus fund.

2. ATTESTED CERTIFICATES

The sureties under this Contract shall provide duly attested certificates with the bonds that they are in compliance with these requirements.

END OF CRITERIA

**PERFORMANCE SECURITY
(PERFORMANCE BOND)**

(See Instructions following this Form)

Contract Name: School for a Knowledge Economy Project (SKEP) – Phase 3/Package 2
(hereinafter called “the Project”)

DATE BOND EXECUTED
(Must be after the Notice of Award, but the same or prior to the date of execution of the Contract.)

Date Executed: _____

PRINCIPAL (Contractor)
Legal name and business address

TYPE OF ORGANIZATION
(Mark with an “X”)

INDIVIDUAL _____

PARTNERSHIP _____

JOINT VENTURE _____

CORPORATION _____

STATE OF INCORPORATION

SURETY (IES)
Name(s) and business address (es)

PENAL SUM OF BOND
(100 % of Tender Price)

Jordanian Dinars

(Written in words)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Ministry of Public Works and Housing of Jordan, hereinafter referred to as MPWH, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, provided that, where sureties are corporations acting as co-sureties, we, the sureties, bind ourselves in such sum “jointly and severally” as well as “severally” only, for the purpose of allowing a joint action or

actions against any or all of us, and for all other purposes, each Surety binds itself, jointly and severally, with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THE OBLIGATION IS SUCH that, whereas the Principal has submitted the Tender identified above,

NOW THEREFORE, if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by MPWH.

Whenever the Contractor shall be, and declared by MPWH to be, in default under the Contract, and MPWH having performed MPWH's obligations thereunder, the Surety shall promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a tender or tenders for completing the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest, responsive, responsible Tenderer, or, if MPWH elects, upon determination by MPWH and the Surety jointly of the lowest, responsive, responsible Tenderer, arrange for a contract between such Tenderer and MPWH, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contract for completion agreed under this paragraph) sufficient funds to pay for the total cost of completion of the remaining work, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond.

The rights and liabilities of the parties shall be determined under and in accordance with laws of the Hashemite Kingdom of Jordan. The Surety agrees that any judgment against it may be enforced in the United States of America. Any suit under this bond must be instituted before the expiration of the Defects Liability Period under the Contract.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s) 1. _____ (Seal) 2. _____ (Seal)

Name(s) 1. _____ 2. _____

Title(s) & _____

Address (es) _____

INDIVIDUAL SURETY (IES)

Signature(s) 1. _____(Seal) 2. _____(Seal)

Name(s) 1. _____ 2. _____

Title(s) &
Address (es) _____

CORPORATE SURETY (IES)

A.	Name and Address	Place of Incorporation	Liability Limit
	_____	_____	_____
	_____	_____	_____

Signature(s) 1. _____(Seal) 2. _____(Seal)

Name(s) 1. _____ 2. _____

Title(s) &
Address (es) _____

B.	Name and Address	Place of Incorporation	Liability Limit
	_____	_____	_____
	_____	_____	_____

Signature(s) 1. _____(Seal) 2. _____(Seal)

Name(s) 1. _____ 2. _____

Title(s) &
Address (es) _____

C.	Name and Address	Place of Incorporation	Liability Limit
	_____	_____	_____
	_____	_____	_____

Signature(s) 1. _____(Seal) 2. _____(Seal)

Name(s) 1. _____ 2. _____
Title(s) &
Address (es) _____

D.	Name and Address	Place of Incorporation	Liability Limit
	_____	_____	_____
	_____	_____	_____

Signature(s) 1. _____(Seal) 2. _____(Seal)

Name(s) 1. _____ 2. _____
Title(s) &
Address (es) _____

END OF PERFORMANCE SECURITY FORM

INSTRUCTIONS

1. This form is authorized for use in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without the approval of MPWH.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The Bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in-fact), and is not a member of the firm, partnership, joint venture or an officer of the corporation involved, evidence of authority must be furnished.
3. Corporations executing the bond as sureties must be among those appearing on the US Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (City and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)" and, in the space designated "SURETY(IES)" on the face of the form, only the letter identification shall be inserted.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal".
5. The name of each person signing the Performance Bond shall be typed in the space provided.

END OF INSTRUCTIONS

PERFORMANCE SECURITY
(PERFORMANCE GUARANTEE / BANK GUARANTEE)

To the Ministry of Public Works & Housing of Jordan,
We have the pleasure to inform you that our bank,

has guaranteed, by a financial guarantee, the Contractor,

for the sum of

_____ Jordanian Dinars,
(Amount written in words)

as performance guarantee to ensure the execution and completion of the Works of the
_____ project in accordance with the Contract
Conditions.

We undertake to deposit with you the said amount or any part thereof upon your first demand,
without warning or reservation or any other condition, and notwithstanding any objection on the
part of the Contractor, but stating the reasons that the Contractor has failed or refused to carry out
or perform the Contractor's obligations in accordance with the Contract.

This Guarantee shall remain valid as of the date of issuance and until the Maintenance Guarantee
is issued under the Contract, which is reckoned to be in the month of _____ of the year
_____ unless the Employer requests the extension or renewal of this guarantee.

Issued in _____

Signature of Guarantor / Bank _____

Date _____

Name of Authorized Signatory _____

Endorsed by: _____
(Name of Jordanian Bank)

By: _____

Name & Title: _____

Seal of Endorsing Bank:

END OF PERFORMANCE SECURITY FORM

SUBSTANTIAL COMPLETION PAYMENT FORM

I/we, the undersigned _____

Certify that we have received from the Ministry of Public Works & Housing of Jordan

the sum of _____

_____ JOD,

being the Final Payment upon Substantial Completion of the construction of the _____ (the Project), Contract No. _____

and hereby generally, absolutely and irrevocably release in all respects the Ministry of Public Works & Housing of Jordan (the Employer) and the Government of the Hashemite Kingdom of Jordan from any obligation related to the construction of the above-mentioned project. It is understood that we have a continuing obligation to perform during the Defects Liability Period and that matters may arise from that obligation that are not covered by this release.

Signed on _____/_____/_____

Name of Contractor: _____

Signature of Authorized Person: _____ Date: _____

Printed Name: _____ Title: _____

END OF FORM

FINAL PAYMENT AND SETTLEMENT FORM

I/we, the undersigned _____

Certify that we have received from The Ministry of Public Works & Housing of Jordan

the sum of _____

_____ JOD,

being the Final Payment for the Construction of the _____ (the Project),
Contract No. _____

and hereby generally, absolutely and irrevocably release in all respects the Ministry of Public Works & Housing of Jordan (the Employer) and the Government of the Hashemite Kingdom of Jordan from any obligation related to the above-mentioned project.

Signed on _____/_____/_____

Name of Contractor: _____

Signature of Authorized Person: _____ Date: _____

Printed Name: _____ Title: _____

END OF FORM

DEFECTS LIABILITY GUARANTEE FORM

To Messrs. Ministry of Public Works & Housing of Jordan,

We have the pleasure to inform you that our bank,

has guaranteed, by a financial guarantee, the Contractor,

For the sum of

_____ Jordanian Dinars,

(Amount written in words)

as defects liability guarantee to ensure all defects in material and workmanship are repaired to the satisfaction of the Owner for a period of 730 days from the date of Substantial Completion as stated in the Taking Over Certificate.

We undertake to deposit with you the said amount or any part thereof upon your first demand, without warning or reservation or any other condition, and notwithstanding any objection on the part of the Contractor, but stating the reasons that the Contractor has failed or refused to carry out or perform the Contractor's obligations in accordance with the Contract.

This Guarantee shall remain valid for a period of 730 days from the date of Substantial Completion as stated in the Taking over Certificate under the Contract, which is reckoned to be in the month of _____ of the year _____ unless the Employer requests the extension or renewal of this guarantee.

(Name of United States Bank)

By: _____
(Authorized Representative, Title)

Endorsed:

(Name of Jordanian Bank)

By: _____
(Authorized Representative, Title)

Witnessed by: _____

Name of Witness _____

Address of Witness _____

END OF FORM

MOBILIZATION ADVANCED PAYMENT GUARANTEE

To M/S: **United States Agency for International Development (USAID)** - Amman / Jordan

We, (Bank name)

....., has guaranteed by a Financial Guarantee (Contractor Name)....., for an amount of, as an Mobilization Advance Payment Guarantee for the contract: Schools for a knowledge Economy Project (SKEP) Tender No. (.....) funded by USAID in accordance with the Contract Conditions to ensure the obligation of the Contract or for payment of the Mobilization Advance Payment in accordance with the conditions of the Contract. USAID is not a party to the Contract but is acting morally as a financier.

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

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

Yours Faithfully

END OF FORM

(USAID Forms Follow)

USAID FORMS AND INSTRUCTIONS

- AID 1034 Public Voucher for Purchases and Services Other Than Personal,**
- AID 1440-3 Contractor’s Certificate and Agreement with the Agency for International Development, Contractor’s Invoice and Contract Abstract,**
- AID 1450-4 Supplier’s Certificate and Agreement with USAID for Project Commodities/Invoice and Contract Abstract,**

Contract Forms – Section 4

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO.			
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION		DATE VOUCHER PREPARED		SCHEDULE NO.		
		CONTRACT NUMBER AND DATE		PAID BY		
		REQUISITION NUMBER AND DATE				
PAYEE'S NAME AND ADDRESS			DATE INVOICE RECEIVED			
			DISCOUNT TERMS			
			PAYEE'S ACCOUNT NUMBER			
SHIPPED FROM:		TO:	WEIGHT:	GOVERNMENT B/L NUMBER		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item # of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT ⁽¹⁾
				COST	PER	
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						\$0.00
PAYMENT:		APPROVED FOR	EXCHANGE RATE	DIFFERENCES		
P A I D B Y	PROVISIONAL	BY:		AMOUNT VERIFIED; CORRECT FOR		
	PARTIAL					
	FINAL					
	PROGRESS	TITLE:		(SIGNATURE OR INITIALS)		
	ADVANCE					
PURSUANT TO AUTHORITY VESTED IN ME, I CERTIFY THIS VOUCHER IS CORRECT AND PROPER FOR PAYMENT.						
(DATE) (AUTHORIZED CERTIFYING OFFICER)			(TITLE)			
ACCOUNTING CLASSIFICATION						
<u>DOC NO</u>		<u>EARMARK</u>	<u>CURRCODE</u>	<u>CURRENCY</u>	<u>FUNDING</u>	
CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of Bank)	
CASH		DATE		PAYEE		
¹ When stated in foreign currency, insert name of currency. ² If the ability to certify and authority to approve are combined in one person, one signature only is necessary. Otherwise the approving officer will sign in the space provided, over his official title. ³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.				PER		
				TITLE		
Previous edition usable				NSN 7540-00-900-2234		
PRIVACY ACT STATEMENT						
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. the information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.						

Standard Form 1034
Revised October 1987

1987Department of the Treasury
1 TFM 4-2000 1034-121

**CONTRACTOR'S CERTIFICATE AND AGREEMENT WITH THE
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
CONTRACTOR'S INVOICE-AND-CONTRACT ABSTRACT**

OMB No. 0412-0017
Exp Date 09/30/2004

I. INVOICE AND CONTRACT INFORMATION				
1. Contractor's Name and Address:		2a. USAID Number:	3. Contract is for:	
		2b. Contract No.:	a. <input type="checkbox"/> Professional or Technical Services.	
			b. <input type="checkbox"/> Construction Services	
4. Contract Date:	5. Total Contract Amount:	6. Total Amount Previously Received or Claimed:	7. Invoice Date:	8. Invoice Amount:

II. CONTRACTOR INFORMATION				
9. Contractor's Type of Business:			10. Estimated Value (% of Block 8) of Subcontracts (If corresponding answer in 9. is "No")	
	YES	NO		Percent
a. U.S. Small Business	<input type="checkbox"/>	<input type="checkbox"/>	a. From U.S. Small Businesses	
b. U.S. Small Disadvantaged Business	<input type="checkbox"/>	<input type="checkbox"/>	b. From U.S. Small Disadvantaged Businesses	
c. U.S. Woman-Owned Small Business	<input type="checkbox"/>	<input type="checkbox"/>	c. From U.S. Woman-Owned Small Businesses	
d. U.S. Veteran-Owned Small Business	<input type="checkbox"/>	<input type="checkbox"/>	d. From U.S. Veteran-Owned Small Businesses	

III. INFORMATION AS TO COMMISSIONS, CREDITS AND ALLOWANCES		
11. Names of Recipient(s)	12. Address(es)	13. Amount(s) Paid or to be Paid

14. Additional Information or Explanation of Entries:

IV. CONTRACTOR'S CERTIFICATE AND AGREEMENT WITH THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

The contractor hereby acknowledges that the sum claimed on the accompanying Invoice as claimed to be due and owing under the terms of the purchase contract or identified above (hereafter referred to as "said contract") is to be paid, in whole or in part, out of funds made available by the U.S. Agency for International Development (USAID) under the Foreign Assistance Act of 1961, as amended. In consideration of the receipt of such sum, the contractor agrees with and certifies to USAID as follows:

1. The undersigned is the contractor indicated in the above Invoice-and-Contract Abstract, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement to obtain such payment from USAID funds.

2. The contractor will, upon the request of USAID promptly make appropriate refund to USAID, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (a)(2)] from the time of payment to the contractor, in the event of:

a. Its nonperformance, in whole or in part, under said contract, or

b. Any breach by it of any of its undertakings in this Certificate and Agreement, or

c. Any false certification or representation made by it in this Certificate and Agreement or in the Invoice and Contract Abstract.

3. To the best of its information and belief, any commodity or service supplied under said contract meets the source, origin, componentry, and nationality requirements specified in the contract and or letter of commitment.

4. The amount shown in Block 8 above is net of all trade discounts, whether in the form of payments, credits, or allowances by the contractor or its agent to or for the account of the purchaser. The contractor will promptly pay to USAID (Office of Financial Management, USAID, Washington, D.C. 20523) any adjustment refunds, credits or allowances which hereafter become payable to or for the account of the purchaser arising out of the terms of said contract or the customs of the trade plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (a)(2)] from the time of payment to the contractor.

(Continued On Page 2)

Note to Paying Offices: Forward one (1) copy of form submissions to OSD/BU/MRC, USAID/W.

5. Neither the contractor nor its agent has compensated any person to

Contract Forms – Section 4

obtain said contract except to the extent, if any, indicated in Section III of the Invoice-and-Contract Abstract.

6. Neither the contractor nor its agent has made or will make any payment to or for the benefit of the purchaser, the purchaser's agent, or the Borrower/Grantee in the nature of a kickback.

7. Any commission paid or to be paid by the contractor to its agent in connection with the transaction for which payment is being requested under said contract is shown in Section III of the Invoice-and Contract Abstract and does not exceed the lesser of 1) the amount customarily paid by the contractor in connection with similar transactions or 2) the amount customary in the trade.

8. Neither contractor nor its agent has given or received and will not give or receive any payment or benefit whatever in connection with any transaction or series of transactions which are covered by said contract other than those payments or benefits permitted under this agreement.

9. The contractor has not been placed on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" published by the General Services Administration or the Treasury Department's "Consolidated List of Designated Nationals" and thereby rendered ineligible to receive USAID funds. To the best of its knowledge, the contractor has not subcontracted, and in any event will not subcontract the services covered by this certificate to any subcontractor included on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" or included on the "Consolidated List of Designated Nationals" or from any affiliate of such a person.

10. The contractor will for a period of not less than three (3) years after the date of final payment maintain all business records and other documents which bear on its compliance with any of the undertakings and certifications herein and will, at any time requested by USAID promptly furnish to USAID such additional information as USAID may request relating to such compliance.

11. The contractor has filled in all applicable portions of the Invoice-and-Contract Abstract and certifies to the correctness of the information shown therein.

PERSONAL CERTIFICATION BY NATURAL PERSON SIGNING THIS CERTIFICATE AND AGREEMENT

The natural person who signs this Certificate and Agreement hereby certifies that he/she is either the contractor or that he/she has actual authority to sign on behalf of the contractor and to bind the contractor with regard to all certifications and agreements contained in this Certificate and Agreement. He/She further certifies, if he/she is not personally the contractor, that he/she is either an employee of the contractor or he/she has a written power of attorney to sign for and bind the contractor. He/She acknowledges signing and submitting this Certificate and Agreement to receive payment from USAID funds and that USAID in making such payment will rely on the truth and accuracy of this Personal Certificate as well as of all other representations in the Certificate and Agreement.

The Contractor's Certificate and Agreement and the Personal Certification herein shall be governed by and interpreted according to the laws of the United States of America.

Date

(Name of Contractor)

(Signature and Title)

Place Executed (City, County, State, Country)

NOTES: (a) Any amendments of, or additions to, the printed provisions of this Contractor's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by United States law. (c) The word "copy" must be written after signature on all signed copies other than the original

INSTRUCTIONS FOR COMPLETING FORM AID 1440-3

This form must be completed in the English Language only. All amounts of money must be shown in U.S. Dollars.

A. PAPERWORK REDUCTION ACT NOTICE

Information furnished will be used to verify compliance with legal requirements, as a basis for recourse in the event of noncompliance, and to monitor participation in USAID programs. It will be disclosed outside USAID only as provided by law. Submission of this information has been determined to be necessary to receive payment from USAID funds pursuant to 22 U.S.C. 2381.

You are not required to provide information requested on a form subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. (See OMB control number in upper right-hand corner of Page 1.)

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. USAID may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

U.S. Agency for International Development
Office of Procurement, Policy Division, M/OP/POL
Washington, D.C. 20523-7801
and
Office of Management and Budget, OMB
Paperwork Reduction Project (0412-0017)
Washington, D.C. 20503

Do NOT use the above addresses for submitting the form.

B. REQUIREMENTS FOR SUBMISSION OF FORM

An original and one copy of this form must be submitted to the designated paying office with the invoice for payment when the applicable letter of commitment, contract, or implementing document so specifies.

C. OBTAINING FORMS

The form may be obtained in limited quantities from the USAID office in the contractor's country or the Information and Records Division, U.S. Agency for International Development, Washington, D.C. 20523-2701. It may also be downloaded from the USAID public forms website: <http://www.usaid.gov/forms/a1440-3.doc>. The form may be reproduced, provided the reproduction is identical in content, size, color and format.

D. RECORDKEEPING REQUIREMENT. The contractor shall maintain this record during the contract term and for a period of three years after final payment. However, a record which relates to appeals under the "Disputes and Appeals" clause of the contract or litigation or the settlement of claims arising out of the performance of this contract shall be retained until such appeals, litigation, or claims have finally been settled.

E. COMPLETING THE CONTRACTOR'S INVOICE-AND-CONTRACT ABSTRACT SECTION OF THE FORM

Section 1 — Invoice and Contract Information

BLOCK 1: Enter the name and address of the certifying contractor.

BLOCK 2:

- a. Insert the USAID identification number furnished in the letter of commitment or implementing document.
- b. Insert the contract number furnished in the contract.

BLOCK 3: Check the appropriate box.

BLOCK 4: Enter the contract date.

BLOCK 5: Enter total contract amount.

BLOCK 6: Enter total amount of payments, which have been previously received and/or claimed under this contract prior to the current invoice.

BLOCK 7: Enter the Invoice date.

BLOCK 8: Enter the net amount for which payment is being sought. It must not include any commissions, credits, allowances, or similar payments to or for the account of the purchaser.

Section II— Contractor Information.

This section must be completed only when a U.S. address is indicated in Block 1. The information is required so that USAID can compile information requested by Congress.

BLOCK 9a. Indicate whether the contractor is an U.S. small business. "U.S. small business" means a concern, including its affiliates, that is: (1) located in the United States and making a significant contribution to the U.S. economy (through payment of taxes and/or use of American products, material and/or labor), (2) organized for profit, (3) independently owned and operated, (4) not dominant in the field of operation in which it has bid on the subject contract, and (5) qualified as a small business under the criteria and size standards in 13 CFR part 121. The size standards are available via the Internet at <http://www.sba.gov/size>.

For size standard purposes, a product or service shall be classified in only one industry whose definition best describes the principal nature of the product or service being acquired, even though for other purposes it could be classified in more than one. When a contract covers the purchase of multiple products or services that could be classified in two or more industries with different size standards, apply the size standard for the industry accounting for the greatest percentage of the contract price.

BLOCK 9b. Indicate whether the contractor is a small disadvantaged business. "Small disadvantaged business" means a small business (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of publicly owned business, at least 51 percent of the stock of which owned by one or more socially disadvantaged individuals, and (2) whose management and daily business operations are controlled by one or more such individuals.

"Socially disadvantaged" individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.

"Economically disadvantaged" individuals are those socially disadvantaged individuals whose abilities to compete in the free

Contract Forms – Section 4

enterprise system has been impaired due to diminished opportunities to obtain capital and credit, as compared to others in the same business who are not socially disadvantaged. Provided that their individual net worth does not exceed \$750,000 (after taking into account exclusions set forth 13 C.F.R. 124.104(c)(2), individuals who certify that they are members of named groups (Black/Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans Subcontinent-Asian Americans) are rebuttably presumed to be socially and economically disadvantaged.

(1) "Subcontinent Asian Americans" means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, Nepal, Bhutan, or the Maldives.

(2) "Asian-Pacific Americans" mean United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, and Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau). The Northern Mariana Islands, Laos, Cambodia, Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, or Commonwealth of the Northern Mariana Islands.

(3) "Native Americans" means American Indians, Eskimos, Aleuts, and native Hawaiians.

BLOCK 9c. Indicate whether the contractor is a U.S. women-owned small business. "U.S. women-owned small business" means a small business that is at least 51 percent owned by one or more women who are United States citizens and who also control and operate the business.

BLOCK 9d. Indicate whether the contractor is an U.S. veteran-owned small business. "U.S. veteran-owned small business" means a U.S. small business that is (1) not less than 51 percent of which is owned by one or more U.S.-military veterans [as defined at 38 U.S.C. 101(2)] or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

BLOCK 10a. If the contractor is not a U.S. small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. Small businesses.

BLOCK 10b. If the contractor is not a U.S. small disadvantaged business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. small disadvantaged businesses.

BLOCK 10c. If the contractor is not a U.S. women-owned business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. women-owned small businesses.

BLOCK 10d. If the contractor is not an U.S. veteran-owned small Business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. veteran-owned small businesses

Section III — Information as to Commissions, Credits, and Allowances

BLOCK 11 through 13. Enter in these blocks pertinent information with reference to commissions, credits, allowances, and similar payments paid or to be paid by the contractor to or for the benefit of its agent, the purchaser, or the purchaser's agent in connection with the transaction. If there is insufficient room to furnish the information required in Block 11 through 13, the required information may be shown in the available space in Block 14 or furnished on a listing attached to the form. If no commissions, credits, allowances or similar payments are involved, enter "None" in Block 11.

BLOCK 14. This block may be used to furnish explanation of, or additional information in connection with, any entries on the form. Indicate the block number to which this explanation or additional information refers.

E. COMPLETING THE CONTRACTOR'S CERTIFICATE AND AGREEMENT WITH THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT SECTION OF THE FORM

Type or print the date, name of contractor, title of signer and place executed, as indicated. Manually sign the certificate in ink on the line indicated.

DO NOT INCLUDE THE INSTRUCTIONS ON PAGES 3 AND 4 WITH THE SUBMISSION OF THE COMPLETED FORM.

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**SUPPLIER'S CERTIFICATE AND AGREEMENT WITH THE
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
FOR PROJECT COMMODITIES/INVOICE AND CONTRACT ABSTRACT**

OMB NO.
0412-0020
Exp. Date
09/30/2004

1. COMMODITY SUPPLIER'S NAME AND ADDRESS		2. FOR USAID USE	
		3. USAID IMPLEMENTATION NUMBER	
4. IMPORTER'S NAME AND ADDRESS			
5. VESSEL		6. FLAG	7. PORT OF LOADING
8. COMMODITY INFORMATION			
a. Description of Commodity and Schedule B No.		b. Gross Weight	c. Measurement
9. INVOICE INFORMATION	10. CONTRACT INFORMATION	11. SUPPLIER INFORMATION	
a. Number	a. Number	a. U.S. Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete b.)	b. Estimated Value (% of block 9c) of Subcontracts Furnished From U.S. Small Businesses %
b. Date (mm/dd/yyyy)	b. Date (mm/dd/yyyy)	c. U.S. Small Disadvantaged Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete d.)	d. Estimated Value (% of block 9c) of Subcontracts Furnished From U.S. Small Disadvantaged Businesses %
c. Amount After Discount	c. Total Amount \$	e. U.S. Women-Owned Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete f.)	f. Estimated Value (% of Block 9c) of Subcontracts Furnished From U.S. Women-Owned Small Businesses %
	d. Source/Origin (Country)	g. U.S. Veteran-Owned Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete h.)	h. Estimated Value (% of Block 9c) of Subcontracts Furnished From U.S. Veteran-Owned Small Businesses %
12. INSURANCE INFORMATION		13. TRANSPORTATION INFORMATION	
a. Insured Value	c. <input type="checkbox"/> All-Risk Rate _____ <input type="checkbox"/> War Risk Rate _____ <input type="checkbox"/> Other (Specify) _____ Rate _____	a. Vessel Type <input type="checkbox"/> Bulk <input type="checkbox"/> Berth <input type="checkbox"/> Tanker <input type="checkbox"/> Air	d. Freight Rate
b. Premium		b. B/L or Air Waybill Number	Other Freight Charges
		c. B/L or Air Waybill Date (mm/dd/yyyy)	Total Freight Charges
14. INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS, AND SIDE PAYMENTS			
a. Recipient's Name	b. Recipient's Address		c. Amount Paid or To Be Paid
15. ADDITIONAL INFORMATION AND REMARKS			16. CARRIER OR INSURER CERTIFICATION If certification on reverse side is made by <input type="checkbox"/> Carrier or <input type="checkbox"/> Insurer, type or print name and address of company.

Note to Paying Offices: Forward one (1) copy of form submissions to OSDBU/MRC, USAID/W

Schools for a Knowledge Economy Project
Phase 3/ Package 2

SUPPLIER’S CERTIFICATE AND AGREEMENT WITH THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT FOR PROJECT COMMODITIES

The supplier here acknowledges that the sum claimed on the accompanying invoice as claimed to be due and owing under the terms of the purchase contract identified on the reverse hereof (hereafter referred to as 'said contract') is to be paid, in whole or in part, out of funds made available by the U.S. Agency for International Development (USAID) under the Foreign Assistance Act of 1961, as amended. In consideration of the receipt of such sum, the supplier agrees with and certifies to USAID as follows:

1. The undersigned is the supplier indicated in the Invoice-and-Contract Abstract on the reverse hereof, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement to obtain payment from USAID funds.

2. The supplier will, upon the request of USAID, promptly make appropriate refund to USAID, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (a)(2)] from the time of payment to the supplier, in the event of
(a) Its nonperformance, in whole or in part, under said contract, or
(b) Any breach by it of any of its undertakings in this Certificate and Agreement, or
(c) Any false certification or representation made by it in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof.

3. The supplier certifies, on the basis of such sources as are available to it and to the best of its information and belief, that:

(a) The price, excluding transportation, of any commodity for which payment is requested on the accompanying invoice does not exceed the lower of (i) the market price prevailing for comparable sales in the source country at the time of purchase; or (ii) the price generally charged by the seller for comparable sales in the source country at the time of purchase. A comparable sale is one which is sufficiently similar to the present sale with respect to quantity, quality, and conditions of sale that the price would not customarily be different from said contract price. Time of purchase means that period encompassing the date the purchase price is fixed during which prices in comparable sales remain substantially constant.

(b) The cost of any ocean or air freight for which payment is requested on the accompanying invoice does not exceed the lowest of the following: (i) the lowest rate charged by the carrier for similar shipments on the same voyage; (ii) the rate prevailing in the industry for similar shipments; or (iii) the rate under any ocean or air charter approved by USAID covering the transaction for which payment is requested. A similar shipment is one, which is similar with respect to type of commodity, commodity rate classification, quantity, flag category, choice of ports, and other pertinent factors.

(c) The price of any other commodity-related service does not exceed the lower of (i) the prevailing price for the same or similar service; or (ii) the price paid to the supplier under similar circumstances by other customers.

4. The supplier will, upon the request of USAID, promptly make refund to USAID of any amount by which the price of commodities, freight, or other commodity-related services exceeds the maximum permitted under paragraph 3 above, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621(a)(2)] from the time of payment to the supplier.

5. To the best of its information and belief, any commodity or service supplied under said contract meets the source, origin, componentry, and nationality requirements in the contract; any marking requirements in the contract have been complied with; and, unless otherwise agreed to by USAID, any commodity supplied is new and unused.

6. The amount shown in block 9c is net of all trade discounts, whether in the form of payments, credits, or allowances by the supplier or its agent to or for the account of the purchaser. The supplier will promptly pay to USAID (Office of Financial Management, USAID, Washington, D.C. 20523-7700) any adjustment refunds, credits, or allowances which hereafter become payable to or for the account of the purchaser arising out of the terms of said contract or the customs of the trade.

7. (a) Neither the supplier nor its agent has given or received and will not give or receive a side payment, 'kickback', commission, or any other payment, credit, allowance, or benefit of any kind in connection with said contract from, to or for the benefit of the purchaser, the purchaser's agent, or the Borrower/Grantee, other than those referred to in paragraphs 1 and 6.

(b) Any commission or similar payment paid or to be paid by the supplier to its agent in connection with the transaction for which payment is requested is shown on the reverse hereof and does not exceed the lesser of (i) the amount customarily paid by the supplier in connection with similar transactions; or (ii) the amount customary in the trade. If said contract provides that USAID will not finance such payments, the supplier certifies that the amount of such payments is not included in the amount for which payment is requested.

(c) Any brokerage commission paid or to be paid in connection with the shipment does not exceed 2-1/2 percent of the ocean freight charge.

(d) The supplier has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

8. The supplier will for a period of not less than three (3) years after the date of final payment maintain all business records and other documents which bear on its compliance with any of the undertakings and certifications herein and will, at any time requested by USAID promptly furnish such records and documents to USAID and provide such additional information as USAID may request relating to such compliances.

9. The supplier has not been placed on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs", published by the General Services Administration, or the Treasury Department's "Consolidated List of Designated Nationals" and thereby rendered ineligible to receive USAID funds. To the best of its knowledge, the supplier has not acquired, and in any event will not acquire, for resale under USAID financing the goods described on this form from any supplier included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs," or included on the "Consolidated List of Designated Nationals" or from any affiliate of such a person.

10. The supplier acknowledges that USAID has reserved the right to vest in itself title to the goods financed under said contract, provided that such goods are in a deliverable state and have not yet been off-loaded in ports of entry in the cooperating country. USAID may direct carriers to divert these goods to alternative destinations.

11. The supplier certifies that any ocean or air charter directly related to the transaction for which payment is requested has been approved by USAID (Office of Procurement, Transportation Division, USAID Washington, D.C. 20523-7100).

12. The supplier certifies that it has submitted a copy of every ocean bill of lading applicable to the transactions described on the reverse hereof to: (i) the Maritime Administration, National Cargo Division, 400 Seventh Street, S.W., Washington, D.C. 20590-0001; and (ii) Office of Procurement, Transportation Division, USAID, Washington, D.C. 20523-7900; and that such bill(s) of lading state all the carrier's charges including the basis for calculation such as weight or cubic measurement.

13. The supplier has filed in all applicable portions of the Invoice-and-Contract Abstract on the reverse hereof and certifies to the correctness of the information shown therein.

PERSONAL CERTIFICATION BY NATURAL PERSON SIGNING THIS CERTIFICATE AND AGREEMENT

The natural person who signs this Certificate and Agreement hereby certifies either that he/she is the supplier or that he/she has actual authority to sign on behalf of the supplier and to bind the supplier with regard to all certifications and agreements contained in this Certificate and Agreement. He/she further certifies, if he/she is not personally the supplier, that he/she is either an employee of the supplier or has written power of attorney to sign for and bind the supplier. He/she acknowledges signing and submitting this Certificate and Agreement to receive payment from USAID funds and that USAID in making such payment will rely on the truth and accuracy of this Personal Certificate as well as of all other representations in this Certificate and Agreement.

The Supplier's Certificate and Agreement and the personal certification herein shall be governed by and interpreted according to the laws of the United States of America.

Type or print name and title of official authorized to sign

Signature of official authorized to sign for (check one) Date
 Commodity Supplier Carrier Insurer

Place executed (City, County, State, Country)

NOTES: (a) Any amendments of or additions to the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by United States Law. (c) The word "copy" must be written after the signature on all copies other than the original.

Contract Forms – Section 4

PAPERWORK REDUCTION ACT NOTICE. Information furnished will be used to verify compliance with legal requirements, as a basis for recourse in the event of noncompliance, and to monitor participation in USAID programs. It will be disclosed outside USAID only as provided by law. Submission of this information has been determined to be necessary to receive payment from USAID funds pursuant to 22 U.S.C. 2381.

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. USAID may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

U.S. Agency for International Development
Office of Procurement, Policy Division
Washington, D.C. 20523-7801
and
Office of Management and Budget
Paperwork Reduction Project (0412-0020)
Washington, D.C. 20503

Do NOT use the above addresses for submitting the form.

OBTAINING FORMS. The form may be obtained from the USAID office in the supplier's country, or the Information and Records Division, USAID, Washington, D.C. 20523-2701. It may also be downloaded from the USAID public forms website: <http://www.usaid.gov/forms/a1450-4.doc>. The form may be reproduced, provided the reproduction is identical in size and format.

EXECUTION AND SUBMISSION OF FORM. This form is designed for use with the U.S. Standard Master for International Trade. An original and one (1) copy of this form, completed by the following suppliers, as applicable, must accompany each invoice for which payment is requested:

- (a) **Commodity Supplier – executed by the commodity supplier covering the cost of the commodity, including the cost of any commodity – related service paid by the commodity supplier for its own or the buyer's account;**
- (b) **Transportation Supplier (Carrier) – executed by each carrier or in the case of a through Bill of Lading, the issuing carrier, for the cost of the ocean or air transportation financed by USAID, whether or not the transportation is paid by the commodity supplier;**
- (c) **Insurance Supplier (Insurer) – executed by the insurer, by the insurance broker, or by the commodity supplier (if the commodity supplier is the insured under an open cargo insurance policy issued by the insured and is authorized under such policy to bind the insurer by issuing the insurance certificate or policies in favor of importers) for the cost of marine insurance financed by USAID, whether or not the insurance is paid by the commodity supplier, when such cost exceeds \$50.**

The form must be completed in the English language *only* and all amounts of money must be shown in U.S. dollars.

The original *must* be signed by a person authorized by the supplier who shall indicate his/her title and certify to his/her authority.

RECORDKEEPING REQUIREMENT. The supplier shall maintain this record during the contract term and for a period of three years after final payment. However, a record which relates to appeals under the "Disputes and Appeals" clause of the contract or litigation or the settlement of claims arising out of the performance of this contract shall be retained until such appeals, litigation, or claims have finally been settled.

INSTRUCTIONS FOR COMPLETING ENTRIES ON INVOICE-AND-CONTRACT ABSTRACT

GENERAL INSTRUCTIONS

Except as provided in the instructions for specific blocks, suppliers must complete all blocks or enter the letters 'NA' (Not Applicable), as follows:

Commodity Supplier – Complete all Blocks except 12 and 13; however, if the commodity supplier has paid for the transportation and/or insurance for its own or the buyer's account, Blocks 12 and/or 13 will also be completed by the commodity supplier. Block 11 is to be completed only when the address in Block 1 is a U.S. address.

INSTRUCTIONS FOR INDIVIDUAL BLOCKS

Block 1: Enter the commodity supplier's name and address.

Caution: if the form is executed by the carrier or the insurer, enter the commodity supplier's name and address in Block 1 and complete Block 16.

BLOCK 2: For USAID use *only*.

BLOCK 3: Enter USAID implementing document number furnished in the Letter of Credit or Importer's instructions. This number will normally be the Letter of Commitment number.

BLOCK 4: ENTER THE IMPORTER'S NAME AND ADDRESS.

Caution: on other documents prepared from the Standard Master, such as the Bill of Lading, the corresponding block may call for the name and address of the party whom the carrier is to give notice of arrival. When such party is not the importer, be sure to enter the importer's name and address.

BLOCK 5: Enter the name of the vessel.

BLOCK 6: Enter the flag of registry.

BLOCK 7: Enter the port shown on the Bill of Lading.

BLOCK 8: COMMODITY INFORMATION

- a. Enter the description of each commodity and its U.S. Department of Commerce Schedule B number, if available. For multi-item invoices, enter a summary description of the group of items and the appropriate Schedule B number (s), if available.
- b. Enter the Bill of Lading weight.
- c. Enter the Bill of Lading measurement.

BLOCK 9: INVOICE INFORMATION

- a. Enter the number of the accompanying invoice to which this abstract relates.
- b. Enter the invoice date.
- c. Enter the net amount for which the supplier seeks payment (*see paragraphs 5 and 6 of the Supplier's Certificate*).

BLOCK 10: CONTRACT INFORMATION

- a. Enter the contract number.
- b. Enter the date of the contract.
- c. Enter the total contract amount.
- d. Enter the country of source. If origin of commodity differs from source, also specify the country of origin. If multiple commodities have different sources/ or origins, indicate in Block 15 or in a separate attachment the source/origin of each commodity.

BLOCK 11: SUPPLIER INFORMATION

Complete only when a U.S. address is indicated in Block 1. The information is required to enable USAID to compile reports requested by Congress.

- a. Indicate whether the supplier is an U.S. small business. "U.S. small business" means a concern, including its affiliates, that is: (i) located in the United States and making a significant contribution to the U.S. economy (through payment of taxes and/or use of American products, material and/or labor), (ii) organized for profit, (iii) independently owned and operated, (iv) not dominant in the field of operation in which it has bid on the subject contract, and (v) qualified as a small business under the criteria and size standards in 13 CFR part 121. The size standards are available via the Internet at <http://www.sba.gov/size>.

For size standard purposes, a product or service shall be classified in only one industry, whose definition best describes the principal nature of the product or service being acquired even though for other purposes it could be classified in more than one. When a contract covers the purchase of multiple products or services that could be classified in two or more industries with different size standards, apply the size standard for the industry accounting for the greatest percentage of the contract price.

- b. If the supplier is not an U.S. small business, enter the best estimate of the percentage of the total invoice amount paid or to be

Contract Forms – Section 4

Transportation Supplier (Carrier) – Complete Blocks 1 through 8 as well as 13, 14, and 16.

Insurance Supplier (Insurer) – Complete Blocks 1 through 8a as well as 12, 14, and 16.

paid to subcontractors or suppliers of components who are U.S. small businesses.

. Indicate whether the supplier is an U.S. small disadvantaged business. “Small disadvantaged business” means a business (i) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially disadvantaged individuals; and (ii) whose management and daily business operations are controlled by one or more such individuals.

“Socially disadvantaged” individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals.

INSTRUCTIONS FOR COMPLETING FORM AID 1450-4

“Economically disadvantaged individuals” means socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged. Provided that their individual net worth does not exceed \$750,000 (after taking into account exclusions set forth in 13 C.F.R. 124.104 (c)(2)), individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans) are rebuttably presumed to be considered socially and economically disadvantaged.

“Subcontinent Asian Americans” means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, Nepal, or the Maldives.

“Asian Pacific Americans” means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Cambodia, Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, or Commonwealth of the Northern Mariana Islands.

“Native Americans” means American Indians, Eskimos, Aleuts, and native Hawaiians.

d. If the supplier is not an U.S. small disadvantaged business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. small disadvantaged businesses.

e. Indicate whether the supplier is an U.S. women-owned small business. “Women-owned small business” means a small business, which is at least 51 percent owned by one or more women who are United States citizens and who also control and operates the business.

f. If the supplier is not a women-owned small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. women-owned small businesses.

g. Indicate whether the supplier is an U.S. veteran-owned small business. “U.S. veteran-owned small business” means a U.S. small business that is (i) not less than 51 percent of which is owned by one or more U.S.-military veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (ii) the management and daily business operations of which are controlled by one or more veterans.

h. If the supplier is not an U.S. veteran-owned small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. veteran-owned small businesses.

BLOCK 12: INSURANCE INFORMATION

COMPLETE BLOCK 12 *only* if the insurance premium exceeds \$50.

- a. Enter the insured value of the shipment.
- b. Enter the total premium.
- c. Enter the type of coverage and insurance rate. If “Other” is checked, explain below or in Block 15.

BLOCK 13: TRANSPORTATION INFORMATION

- a. Check vessel type.
- b. Enter Bill of Lading or air waybill number.
- c. Enter Bill of Lading or air waybill date.
- d. Enter the freight rate, other freight charges and the total dollar amount of freight charges after discount.

BLOCK 14: INFORMATION AS TO COMMISSIONS, CREDIT, ALLOWANCES, SIMILAR PAYMENTS AND SIDE PAYMENTS

Enter information on (a) all commissions and other payments, credits, allowances or benefits of any kind, paid or to be paid by the supplier to or for the benefit of its agent, the importer, or the importer’s agent; and (b) any side payments, not shown on the invoice, made or to be made by the importer to the supplier, in connection with the transaction. If there is insufficient space to furnish the required information in Block 14, continue in Block 15 or enter “Continued” or “See attached” in Block 14a, and attach a separate sheet to the form. If no commissions or other payments, credits, allowances, benefits, or side payments are involved, enter “NONE” in Block 14.

BLOCK 16: If the Supplier’s Certificate is completed by the carrier or insurer, check the appropriate box and print or type carrier’s or insurer’s name and address.

**DO NOT INCLUDE THE INSTRUCTIONS ON PAGE 3 AND 4
WITH THE SUBMISSION OF THE COMPLETED FORM.**

PHOENIX VENDOR REQUEST / UPDATE FORM

Request Submitted By _____ Phone # _____ Date _____

NEW VENDOR

Please complete items 1, 2, 4 and 5. If vendor is to be paid electronically complete item 6

UPDATE VENDOR correct data add data replace data

Please select type of update and complete items 1; 3; and those to be corrected, added, or replaced

1. Name

2. Vendor Type
<input type="checkbox"/> Business (Non-Gov) <input type="checkbox"/> PSC <input type="checkbox"/> Employee (DH,AD,PMI) <input type="checkbox"/> FSN <input type="checkbox"/> Grantcc <input type="checkbox"/> Federal Agency <input type="checkbox"/> Invitational Traveler
3. Vendor Code (Required when updating existing vendors)

4. EIN / TIN / SSN (Required for all vendors except FSN and Foreign Business)

5.	If updating existing information indicate address tab number to update _____
Address	_____
_____	_____
_____	_____
City	_____ State _____ Zip _____
Country (if not US)	_____
Use Address for:	<input type="checkbox"/> Payment <input type="checkbox"/> 1099 <input type="checkbox"/> Procurement <input type="checkbox"/> Collection
DUNS	_____

6. EFT Data	If updating existing information indicate address tab number to update _____
ABA (9 digit routing number)	_____
Swift Code	_____
Bank Name	_____
Account Number	_____
Checking	<input type="checkbox"/>
Savings	<input type="checkbox"/>

END OF FORM AND END OF SECTION

SECTION 5 CONDITIONS OF CONTRACT - PART I:

GENERAL CONDITIONS

The governing conditions of contract shall be the CONDITIONS OF CONTRACT (International) FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION, Fourth Edition, prepared by the Federation Internationale des Ingenieurs Conseils (FIDIC) and the Federation Internationale Europeene de al Construction (FIEC), the contractor has to obtain a copy of these conditions and include it as part of this package.

FOURTH EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted 1992 with further amendments

Conditions of Contract - Part I

The General Conditions of Contract shall be the Conditions of Contract for Works of Civil Engineering Construction (Fourth Edition 1987) reprinted in 1988 and 1992 with further amendments as prepared by Federation Internationale Des Ingenieurs-Conseils (FIDIC), and amended or supplemented by Conditions of Particular Application following hereunder.

All provisions of all Clauses not specifically amended herein shall remain in full force and effect.

The Tenderer should note that the clauses of Part-II: Conditions of Particular Application shall take precedence over the clauses of the General Conditions of Contract.

Tenderers are deemed to be in possession of their own original copy of the standard documents “General Conditions of Contract” at tender stage and to be fully aware of and to have understood the contents thereof.

End of Section

SECTION 6 CONDITIONS OF CONTRACT

PART II – CONDITIONS OF PARTICULAR APPLICATION

Conditions of Particular Application which modify or add to the General Conditions and shall be read and construed with the General Conditions as if they were incorporated therein. In so far as any of the said Conditions of Particular Application may conflict or are inconsistent with any of the General Conditions, the Conditions of Particular Application shall prevail.

**SECTION 6
CONDITIONS OF CONTRACT - PART II
CONDITIONS OF PARTICULAR APPLICATION**

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

Clause 1 – Definitions and Interpretation

Sub-Clause 1.1 - Definitions

The following are elaborations to the Sub-Clause

(a)(i) The Employer means the Ministry of Public Works & Housing of Jordan (MPWH). The address of the Employer, for the purpose of tendering, shall be:

Ministry of Public Works and Housing
6th floor USAID Funded Projects Hall MPWH
8th Circle, King Abdullah Street, Amman, Jordan
Tel: (962-6) 585-8311/14, Fax: (962-6) 585-3986
Email: USAID special tc@mpwh.gov.jo
Websites: MPWH: www.mpwh.gov.jo

(a)(iv) The Engineer means any person, persons, firm or firms appointed from time to time by the Employer and notified in writing to the Contractor to act as the Engineer for the purpose of the Contract in place of the said Engineer.

The following are additions to the Sub-Clause:

(a) (vi) “USAID” means the Agency for International Development of the United States of America.

(vii) “Government” means the Hashemite Kingdom of Jordan.

(viii) “Host Country”, “Jordan” or “Kingdom” means the Hashemite Kingdom of Jordan.

(b) (i) Delete the words “(if completed)” in two places.

(ix) “Bid” means Tender.

(x) “Bidder” means Tenderer.

(xi) “Addendum”, “Addenda” means written statement(s) issued prior to the opening of bids, and which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become a part of the Contract when the Tender/Award/Agreement Form is executed by the Employer.

- (xii) “Shop Drawings” means drawings, diagrams, illustrations, catalogues, brochures, schedules and other data which are prepared by Contractor, a Subcontractor, manufacturer, supplier or distributor and which will illustrate the equipment, material or some portion of the work.
- (c) (i) “Commencement Date” after 30 calendar days from the date of the site handing over. The Commencement Date is the date from which all Contract completion dates shall be computed.
- (iii) “Programme” means the general construction schedule.
- (iii) “Punch List Items” means the list of defects produced by the Engineer upon Contractor’s request to issue a Taking-Over Certificate, and which shall be remedied within the period specified on the “Appendix to Form of Tender”.
- (d) (iii) “Substantial Completion” means that the facilities are fully suitable for beneficial use and occupancy by the Employer. Furthermore, the facilities are fully suitable to perform all functions for which they were designed without any hardship or need for abnormal operational modifications to be suffered by the employer.
- (iv) “Complete” means when all work required by the Contract is complete and has been accepted by the Employer.
- (v) “Final Completion” means the end of the Defects Liability Period.
- (e) (v) “Optional Item(s)” means an item (if any) which is specified in the Contract as an Optional Item, for the execution of any part of the Works, in which the Employer has the full right to omit this item(s) without being subjected to any financial, legal or contractual claims
- (f) (iv) “Equipment” means the machinery, mechanical and electrical and associated materials, articles and ancillary items to be provided under the Contract other than Constructional Plant.
- (h) (i) “Day Work” means force account work.
- (ii) “Way leaves” means right-of-way or easements.
- (iii) “Eligible Country” means a country designated by Geographic Code in Clause 78 entitled “Nationality, Source, Origin and Cargo Preference” from which goods and services may be obtained.
- (iv) “Security”, “Bond” or “Guarantee” means the Tender or Performance payment instruments of security furnished by Contractor and Contractor’s surety in accordance with the Contract Documents.
- (v) “Variation Order” means a written order to Contractor signed by the Engineer and the Employer and approved by USAID authorizing an addition, deletion or revision in the Work, or adjustment in the Contract Amount or Time.
- (vi) “Change order” means Variation Order.

- (vii) “Appendix to Form of Tender” means Appendix to Tender.
- (viii) "Specifications" means the technical specifications indicated in the tender and any amendments or additions thereto as may have been decided or approved by the Engineer, subject to the knowledge and approval of the Employer.
- (ix) The terms “Defects Liability Period” and “Maintenance Guarantee Period” are equivalent.
- (x) “Mobilization” means the "General Requirements" and as specified on Volume III – Bill of Quantities and other contract documents.
- (xi) “Provisional Sums” means a sum included in the contract and so designated in the bill of quantities for execution of any part of the work or for supply of goods materials, plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instruction of the Engineer and the Employer and approved by USAID.

Sub-Clause 2.1 – Engineer’s Duties

Add the following to paragraph (b):

The Engineer shall obtain the specific approval of the Employer and USAID before taking any of the following actions specified in Part I – General Conditions of Contract:

- (i) Approving the appointment of Subcontractors under Clause 4,
- (ii) Liberty to require the Contractor to remove the Contractor’s key personnel from the Works under Clause 16,
- (iii) Notifying the Contractor of Suspension of Works under Clause 40,
- (iv) Deciding on the extension of Time for Completion under Clause 44,
- (v) Issuing variation orders under Clause 51,
- (vi) Certifying additional cost determined under Clause 12 or Clause 53, and any other matters as may set out in the terms of the Engineers appointment and these conditions, and
- (vii) Certifying additional payment under Clause 65,

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or adjoining property, the Engineer may, without relieving the Contractor of any of its duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer and USAID.

Sub-Clause 2.3 – Engineer’s Authority to Delegate

Add the following as paragraph (c):

- (c) Referral of decision made by the Engineer's Representative to the Engineer shall not alter the obligations of the Contractor and the Employer to be bound by the decision until such time that such decision is upheld, reversed or varied by the Engineer.

Add the following Sub-Clause.

- 2.7 It is understood and agreed by both parties that the Engineer shall not be liable for any opinions rendered in regard to whether a default exists under the Contract, when such opinions have been made by the Engineer in good faith and in accordance with good engineering practice, and neither party shall bring or maintain any legal or administrative action based on any such opinion(s).

Add the following Sub-Clause:

- 2.8 The Engineer shall summon all parties concerned to the first Site Meeting where the Engineer shall decide upon the future meetings.

It is the duty of the Contractor or its representative to participate in the first and subsequent Progress Site Meetings.

The Progress Site Meetings will be held monthly during the performance of the Works. Additional meetings may be called as progress in executing the Works dictates.

The Engineer will preside at meetings and record Minutes of proceedings and decisions. The Engineer will distribute copies of Minutes to participants. Objections, corrections or other modifications to preceding Minutes of Meeting will be recorded.

The attendance of the Progress Site Meetings includes:

- The Engineer;
- The Contractor;
- Subcontractors, only with Engineer's approval or request, as pertinent to the agenda
- The Employer's representative(s); and
- USAID's representative(s).

The Progress Site Meetings agenda is:

- Introductions
- Review and approve minutes of previous meetings
- Review progress of Work since last meeting
- Present updated construction schedule if requested by Engineer
- Review proposed construction activities in the 28-56 day timeframe
- Note, identify and discuss problems which impede or factors which accelerate planned progress
- Develop and discuss corrective measures and procedures to resolve problems and to regain planned schedule
- Review off-site fabrication and delivery schedules
- Review submittals schedule and status of submittals
- Discuss and develop steps necessary to address safety and other site issues
- Maintaining of quality and work standards
- Complete other current business

- Schedule next progress meeting

Add the following Sub-Clause:

- 2.9 Agreements recorded in the Minutes of the Progress Site Meetings are binding to all parties, if objections to the minutes have not been given in due time, as indicated below.

The Minutes of the Site Meetings shall be issued within five (5) calendar days and shall be numbered consecutively. Minutes shall be deemed to have been received by the Contractor unless the Contractor gives notice in writing within seven (7) calendar days from the Site Meeting that the Minutes were not received.

Any objections to the Minutes of a Progress Site Meeting shall, at the latest, be presented to the Engineer in writing not later than two weeks after the meeting. If the Contractor by that time has not received the minutes of the Site Meeting, the objection must be given in writing to the Engineer not later than three working days after the subsequent receipt of said Minutes.

Clause 3

Add the following paragraph (c) to Sub-Clause 3.1 – Assignment of Contract:

- (c) USAID’s prior written consent to any assignment of obligations under this Contract is required in addition to the consent of the Employer.

Clause 4

Sub-Clause 4.2 - Assignment of Subcontractor's Obligations

Add the following sentence at the end:

However, the Contractor shall notify the Engineer in writing upon obtaining such an undertaking.

Add the following Sub-Clauses:

- 4.3 If any Subcontractor executes any part of the Works which is not in accordance with the requirements of the Contract and, after warning, persists in doing so, the Engineer may, by written notice, order the Contractor to terminate the subcontract and the Contractor shall immediately, upon receipt of such notice, terminate such subcontract. The dismissal of the Subcontractor shall not be grounds for additional cost or extension of time.
- 4.4 Subcontracts must comply with the nationality, source, origin and components requirements of this Contract. The Contractor agrees to include these Conditions of Contract hereunder in all subcontracts and call particular attention to the following provisions:

"Host Country Taxes" (Clause 74)

"Legal Effect of USAID Approvals and Decisions" (Clause 77)

"Use of US Flag Carrier" (Clause 80)

"Nationality Source, Origin and Cargo Preference" (Clause 78)

All clauses pertaining to insurance (Clauses 21, 22, 23 and 24 and their related sub-clauses.)

"Audit and Records" (Clause 79)

"Disposition of Personal Property in the Cooperating Country" (Clause 89)

"Anti Corruption" (Clause 102)

"Anti Terrorist" (Clause 103)

"Marking" (Clause 81)

"Bribery and Corruptions" (Clause 73)

"Shipping Instructions" (Clause 94)

- 4.5 Prior to requesting the written consent of the Engineer for a proposed Subcontractor, the Contractor shall verify the qualifications and availability of the Subcontractor to assure that the proposed Subcontractor is fully qualified and has adequate resources to perform the portion of the Works for which the Subcontractor is being proposed.
- 4.6 The Contractor shall designate a supervisor who is employed directly by the Contractor to supervise and direct the work by each Subcontractor. The supervisor so designated shall be on site the entire time the Subcontractor's work is in progress, and shall have the authority to receive, on behalf of the Contractor, appropriate instructions and directions from the Engineer or the Engineer's Representative regarding the Subcontractor's work.
- 4.7 All subcontracts in excess of (100,000 USD) or JD equivalent, shall only be awarded with the prior written consent of the Employer and USAID and such consent, if given, shall not relieve the Contractor from any liability or obligation under this Contract. Non-compliance with this requirement may lead to dis-allowing the cost of an approved subcontract entirely or partially.
- 4.8 The total value of work sublet to any one Subcontractor shall not exceed 33 percent of the Contract Price less the cost of equipment supply, nor shall the total value of all sub-contracted work exceed 33 percent of the Contract Price less the cost of equipment supply. The Employer and USAID have the right to apply penalties equal to the undeclared subcontract value in case the Contractor exceeded the indicated percentage. USAID may also disqualify the contractor from participation in future USAID funded contracts. The Contractor shall provide evidence upon USAID request to support the compliance with the subcontracting requirements.
- 4.9 If USAID, the Employer, or the Engineer after due investigation has a reasonable objection to a sub-contractor, the Contractor shall submit an acceptable substitute. Rejection of a subcontractor for a reasonable cause shall not be cause for an increase in the Contract Price or Extension of Time.

Clause 5 – Contract Documents

Sub-Clause 5.1 – Language/s and Law

The following are elaborations of paragraphs (a) and (b):

- (a) The language is English and English shall be the “ruling language”. All Control Documents, notices, instructions, correspondence or any written communication concerning the Contract shall be in the English language.
- (b) The law in force in the Hashemite Kingdom of Jordan shall apply to this Contract which shall be interpreted and construed in accordance therewith.
- (c) “Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Tender except as may be otherwise specifically stated.”

Sub-Clause 5.2 - Priority of Contract Documents

Delete (1) through (6), inclusive, in the order of priority and substitute the following:

- (1) The Contract Agreement, including the Tender Form and Appendix to Form of Tender;
- (2) The Letter of Acceptance as issued by the Employer;
- (3) Addenda issued by the Employer;
- (4) Conditions of Contract - Part II: Conditions of Particular Application; including the Contract Conditions /Section 2/
- (5) Conditions of Contract - Part I: General Conditions of Contract for Works of Civil Engineering Construction (FIDIC) – Fourth Edition 1987, Reprinted 1988 with editorial amendments, Reprinted 1992 with further amendments;
- (6) The Technical Specifications, Volume 2 of 4
- (7) The Drawings Volume 4 of 4
- (8) The priced Bill of Quantities and Methods of Measurements, Volume 3 of 4.

Add the following Sub-Clauses:

- 5.3 It is the intent of the Contract that all documents, annexes and addenda forming parts thereof, shall be read together and that each and every provision or stipulation be given full force and affect.

However, in the event that one or more provisions or stipulations therein be declared null and void by the courts, or otherwise rendered ineffective, the remaining provisions and stipulations shall not be affected thereby.

- 5.4 The Contractor represents that all documents submitted prior to execution of this Contract are authentic and duly executed with all the required formalities for the same, and that the facts and/or data contained therein are true and correct. A breach of this representation, including any misrepresentation in the documents or suppression of material facts therein, which if known, would have disqualified the Contractor such that this Contract would not have been made and entered into, or would disqualify this Contract for financing by USAID under applicable U.S. law and regulations, shall give the Employer the immediate right or recourse to rescind, abrogate, or otherwise terminate this Contract without further recourse to judicial action and this shall not constitute “Default of Employer” as defined in Clause 69.
- 5.5 The Contract constitutes the entire understanding between the parties: no modifications, alterations, or waiver of any provisions therein contained shall be binding on the parties unless evidenced by a written amendment so signed and confirmed by the Contracting Parties.
- 5.6 The Works have been designed in the metric system, unless otherwise specifically excepted, and equipment, material, Standards, drawings and specifications required for the execution and completion of the Works can be supplied in metric and/or English (USA) units.
- 5.7 All Contract Documents, all correspondence between the Contractor and the Engineer or the Employer and all information pertaining to the Project shall be considered confidential to the extent none of the said documents, correspondence or information shall be distributed by the Contractor to any one other than the parties involved in the Project (Contractor, Subcontractors, Suppliers, Engineer, Employer and USAID) or their agents without the express consent of the Employer. Exception to this requirement is made for information required to negotiate permits, obtain customs import clearances and any other action required by Jordanian law or government regulations for the execution of the Work and lawful conduct of project business. The Engineer will provide any clarification that may be required within a reasonable time following the Contractor’s request.
- 5.8 It is the intent of the Contract Documents to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for.
- 5.9 Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Tender except as may be otherwise specifically stated.

Clause 6

Sub-Clause 6.3 - Disruption of Progress

Add the following sentence to Sub-Clause 6.3:

Schools for a Knowledge Economy Project
Phase 3/Package 2

The Contractor shall give notice to the Engineer with copy to the Employer whenever approvals of submittals are delayed.

Sub-Clause 6.5 - Failure by Contractor to Submit Drawings

Add the following sentence to Sub-Clause 6.5:

In the first line add the words “or approval” after the word “instructions”

Clause 8

Sub-Clause 8.1 - Contractors General Responsibilities

1) General Obligations

Add the following paragraphs:

- (a) The Contractor alone shall be responsible for the safety, efficiency, and adequacy of The Contractor’s operations, plant, appliances, and methods, and for any injury or damage to persons and property which may result from their failure or their improper construction, maintenance, or operation.
- (b) Immediately upon their discovery, the Contractor shall notify the Engineer in writing of any errors, omissions, or discrepancies that the Contractor may discover in the Contract documents before or during the execution of the Works.
- (c) The Contractor shall provide offices, furniture supplies and other facilities for the Engineer’s supervision staff and the services needed for their operation and maintenance as specified in Division 1 of the Technical Specifications (Volume 2).
- (d) If the Contractor fails to provide any of these facilities then the Employer has the right to provide, maintain and supply the same with all that is needed and the ensuing cost shall be deducted from payments due to the Contractor.
- (e) The Contractor shall provide at the Site at its own expense water and electricity and all other plant required to execute the Works. Where main supplies are not available on Site, the Contractor shall provide a generator with suitable capacity and water tanks of suitable sizes, with the required petrol, diesel or gas for their operation.
- (f) The Contractor shall provide every assistance to the Engineer's Representative and the Engineer or Representative’s staff in carrying out their duties and shall provide personnel to assist the checking, testing, sampling, setting out, leveling and measurement of the work together with a sufficient supply of pegs, poles, paint, line levels and other materials and small tools for checking, setting out and for the measurements of Work.
- (g) The Contractor shall provide, at its expense, for the Engineer’s Representative and staff, such waterproof clothing, safety helmets, rubber boots, lights and the like as may

reasonably be required by them. These articles shall remain the property of the Contractor, and they shall be repaired or replaced by the Contractor to the extent necessitated by fair wear and tear.

- (h) The Contractor shall comply with the laws and regulations issued by the Jordanian Engineers Association in relation to the employment and the number of Jordanian Engineers employed on the Project.
- (i) The Contractor must submit social security payment for its Employees and workers.
- (j) The Contractor must provide sufficient numbers of W.C units for the Contractor's staffs and laborers in suitable place in accordance to Engineer and client's approval
- (k) The Contractor must provide all installations, fittings, fixtures for the W.C. units and he must provide maintenance for the W.C. units all along the project period and the W.C. units must have all clean, hygienic and functioning conditions.
- (l) The Contractor shall carry out soil investigations to examine the site conditions and if a complete redesign required, the Contractor shall refer to the designer.
- (m) The Employer reserves the right to eliminate any school from any package without justification, thereby the contract price shall be modified accordingly and without any financial implications on the side of the Employer.
- (n) The project Drawings and Technical Specifications are complimentary.
- (o) The Contractor is bound to execute any item listed in any section in the BoQ, for any work in another section that is not mentioned in it (with the same unit price).
- (p) The Contractor, at his responsibility, shall follow up and obtain all the needed licenses and permits for the construction works from the Municipalities for each school at his own expense without any additional fees. Any Fees related to the constructions permits shall be paid at the Owner's own expense. The Contractor is required to follow up with utility companies to ensure that connections will be made before the final handing over. Fees imposed by local authorities for connection are not to be paid by the Contractor but shall be paid by the owner.
- (q) The Contractor is responsible to provide all works that are shown on the project Drawings, whether or not adequately described in the Technical Specifications.
- (r) The Tenderer must provide breakdown of his prices for all items or the Employer reserves the right to reject Tenderer's offer.
- (s) If some Tenderer's prices are imbalanced, the Employer reserves the right to reject his offer.
- (t) The Contractor is responsible to provide all work described in the Technical Specifications, whether or not specifically indicated on the Drawings.

- (u) Tenderer duties and responsibilities:
 - I. Tenderer shall study, examine and check all Drawings, Technical Specifications and BoQs. Any inconsistencies or missing information shall be identified to the Employer prior to the deadline for questions associated with the Tender.
 - II. Tenderer shall review the elevations in the site plan for water drainage purposes and check the elevations between the new and existing site to confirm positive drainage.
 - III. If there are any conflicts within the Drawings or between the Drawings and BoQs, the Tenderer shall inform the Engineer for such conflict prior to the deadline for questions associated with the Tender to allow for clarification by the Engineer.
 - IV. If the Tenderer fails to report any contradiction between the documents prior to the deadline for questions associated with the Tender, then any issues that may rise are subject to the Engineer's decision. The Tenderer thereby has no right to demand any extra cost or time
- (v) No changes in the price or rate of any item shall be considered in case of the increase or decrease of quantities of excavation, fill, footing, underground works and site works.
- (w) The Contractor shall not demolish the existing WCs unless he has provided a temporary WC and completed the connection its utilities.
- (x) The Contractor shall execute the new septic tank before demolishing the existing one and shall connect the old existing utilities to the new septic tank before demolishing the old one.
- (y) The above-mentioned arrangements, preparations, and works shall not be considered as reason for any extension of the Contract time.
- (z) The Contractor must submit at his own expense within the first three months of the project two Mock-up rooms, one for classroom and the other for bathroom, with area not less than 20m² for each mock-up room.
 - I. The mock-up room shall consist of all project finishes in scale 1:1, including but not limited to block, tiles of all types for floor and walls, skirting, sills, external and internal plaster, external and internal paint, windows, doors, insulation, external stones, and coping.
 - II. Mock-up room shall be located in one of the existing schools for each package in accordance with instruction from the Employer and Engineer.
 - III. The approved quality of the mock-up room shall apply to all works of the package.
 - IV. Prior to construction of the mock-up, the Contractor must submit workshop drawings for this room to the Engineer for approval
 - V. It is acceptable to choose a room in an existing building of the school and execute it as Mock-up room provided that:
 - 1.The selection of the existing room must be approved by the Engineer and the school Principal.
 - 2.The works at the mock-up rooms that are located within the existing buildings shall be executed after school working hours and without affecting the operation of the school.
 - 3.The mock-up shall include at least a regular classroom and a sanitary unit.

- VI. If the Contractor does not submit these two room within the first three months of the project duration then (25000) J.D. shall be deducted from his payment.
- (aa) The Contractor is responsible to review and reexamine all pages of the Tender Documents, and he must alert the special tender committee for USAID funded projects of the educational sector of any missing pages.
- (bb) The Contractor must comply with the following notice for the tests and labs:
- I. The Contractor must suggest three labs (classified grade 1) to choose one of them by the consultants in accordance with MPWH letter no: 50888/101/61, dated: 31/12/2013
 - II. The laboratory must be chosen by the Engineers before the commencement of the works
 - III. The specimens must be taken from the site work by qualified and expert laborer and with supervision of the representative of the Contractor and laboratory worker when possible.
 - IV. The specimens must be carried and entered to the laboratory by the representative of the Contractor and supervision. The procedure must be documented by agreed and signed minutes by the two parties.
 - V. Specimens must be examined in accordance with the particular specification, and the results report must transmit two copies, for the Engineer and the Contractor
 - VI. The laboratory is responsible for all issued reports of the specimens were taken by it.
 - VII. In case of discrepancy between the result of the approved lab assigned by the contractor and the results by the RSS, The Construction Contractor may request a third party testing, the third party lab will be nominated and hired by the supervision firm and approved by the MPWH.

In case the third party tests confirmed the RSS results, then amount equal to the testing cost will be deducted from the contractor's invoice.

2) Specimens and Samples

- I. The Contractor shall execute or/and submit specimens and samples for all project items that will be provided by him showing the materials type, source and supplier . for Engineer's approval, before the work execution
- II. The Contractor shall re-execute, submit any unapproved specimen or sample in accordance with the Engineer's instructions till to obtain the accepted technical level and Engineer's approval.
- III. The cost of these specimens and samples shall be at the own Contractor expense, and the Contractor doesn't have the right to ask or claim for additional wages.
 1. The Contractor shall execute samples for different stone, granite, marble, porcelain. Ceramic, tile works with its pointing (to determine the form and shape for external Appearance)
 2. The Contractor shall execute specimen for plastering works
 3. The Contractor shall execute specimen for doors as per Engineer's instructions.
 4. The Contractor shall execute samples for painting with area (1 m2)
 5. Any samples or specimens included in the BOQ and requested by the Engineer.
- IV. The Contractor shall within the first month from starting the project submit catalogs, specimens and samples for the different works and specialties.

- V. Specimens shall be (one samples from three different sources attached with matching table, when it's not determined in BoQ or particular specification) and it shall be consistent with tender specifications and conditions, to take the preapproval to use it
- VI. Any materials used without taking Engineer's preapproval will be rejected and the Engineer has the right to choose what is suitable for work without any justifications, and the Contractor shall re-execute the sample which is rejected as per the Engineer instructions till to obtain the accepted technical level and Engineer's approval
- VII. The cost of this specimens and samples shall be at the Contractor own expense and the Contractor doesn't have the right to ask for any additional wages
- VIII. Failure of providing matching table shall be considered sufficient reason for rejecting the sample

3) Workshop drawings & as built drawings

- I. All works that need workshop drawings: the Contractor shall submit and prepare these drawings that contains all necessary details drawn in appropriate scale on three hard copies and one soft copy (CD) within the first two months from the commencement date and before three weeks needed for Engineer approval
- II. For reinforcement works the Contractor shall submit work shop drawings including the lengths, diameters and overlaps
- III. The Engineer shall study the shop drawings and give the approval or any request for modification and the Contractor is asked to fully prepare it.
- IV. The Contractor shall modify or re-prepare the shop drawings as per Engineer's requests till to obtain the Engineer approval, no matter the repetition. then the approved shop drawings shall be officially stamped by the Engineer and distributed to all parties
- V. The Contractor shall submit work shop drawings for the first fix works in sufficient period before starting it to obtain Engineer's approval
- VI. It's mandatory to sign all electromechanical shop drawings from the Contractor's electromechanical Engineers and confirm that there is no conflict between electromechanical drawings and any other drawings to prevent any possible mistakes
- VII. If the Contractor fails to submit this drawings in appropriate date or if he submits low technical level drawings, this is considered as shortcoming in his contractual responsibility and he assumes all the liability for this shortcoming.
- VIII. At the implementation of the project works and before issuing the taking over certificate, the Contractor shall submit to the Engineer mechanical, electrical and sanitary as built drawings
- IX. These drawings shall match what is reality executed in the project and prepared in high quality in appropriate scale with all details for Maintenance works.
- X. The Contractor is responsible to make and prepare these drawing, complying with the supervision team instructions
- XI. As built drawings shall be approved first hand without waiting for final submission.
- XII. It is requested from the Contractor to submit to the Employer one original copy with two hard copies and one soft copy (CD) for these drawings before taking over, and the project will not be considered as deliverable before submitting these drawings.
- xiii. All the works mentioned above shall be at the Contractor own expense

4) Rate prevalence and measurement for project items

- I. The short item description of any works in BoQs shall not be considered as a full or exact description for what is required, whereas the BoQs is one part of the tender

- document which is complemented by the project's particular and general conditions and any international specifications, catalogs were mentioned in the tender documents.
- II. It is requested from the Contractor to make sure from what is required before filling the item price
 - III. The price for any item mentioned in the BoQs is considered to be including all required materials, workmanship, transportation fees, execution, wasting, profit, tests and any different material, accessories, fittings and installation used to execute and complete the work according to the drawings, technical specification, particular and general conditions till to be usable, whether it is mentioned in the BoQs description or not.
 - IV. The price for any item mentioned in the BoQs is considered to be including supply and apply of any materials or works that are mentioned in drawings or details even if they are not mentioned in the BoQ description item.
 - V. The particular conditions have the first priority than general conditions and what is added or deleted or modified on it shall be adopted with keeping the rate prevalence and related specification of the unmodified description as stated in the general conditions

5) Services and offices required for the project

The Contractor shall provide at his own expense and responsibility all requirements for his staff and project such as offices, labour rests, WCs and storages as following, all these requirements and its location shall be approved by Engineer

- I. Storages
 1. The storages shall be with sufficient area to store all construction material as cement, and it must be provided with all proper conditions to keep it from weather conditions or stolen. In accordance with the Engineer instructions
 2. The Contractor also shall provide storage to keep preparation materials in site in addition to storage to keep samples and specimens concrete Cubes
 3. The Contractor also shall provide curing tank for the concrete Cubes in each site individually.
- II. Labours toilets
 1. The WC.s shall be sufficient for all labours with excellent specifications, and it shall be built in appropriate location approved by Engineer
 2. The Contractor shall provide the WCs with all installations, fittings, fixtures and he must connect its services with site infrastructure services, and it must include all healthful conditions and be keep clean permanently by special employee appointed for this work
- III. Cleaning of temporary Facilities and offices
 1. The Contractor shall appoint an appropriate number of workers to clean the temporary facilities and offices to keep it clean throughout the project period and as per the Engineer approval.
- IV. Providing water and energy
 1. The Contractor shall at his own expense provide all temporary facilities and offices with electrical and drinking water and it shall be in suitable quantity approved by Engineer

2. If the Contractor is unable to provide the site with electrical supply, the Contractor shall provide electricity by a Generator with proper capacity in addition to required fuel and tanks
- V. Execute temporary facilities and offices
1. The Contractor shall make the offices operational within 15 calendar days as of the date of receiving the Order to Commence
 2. If the Contractor doesn't provide the offices and furniture. within the period mentioned above then the Employer has the right to provide these offices, furniture by himself at the own expense of the Contractor no matter was its cost and this cost shall be deducted from the Contractor payments
- VI. Materials Storing
1. The Contractor shall supply in his tender documents a plan shows the materials storing locations for obtaining the Engineer approval.
 2. The materials storing plan shall be submitted to the Engineer at a reasonable and enough time before supplying it to the site
 3. The materials must be stored in an appropriate way compatible with the material nature
 4. Protecting and keeping of the materials shall be at the personal and own Contractor expense
 5. The Contractor shall maintain and keep the site plan clean all along the project period.
 6. Removing any rubbish, debris, Residues and wastes shall be at the own expense and personal responsibility of the Contractor.
- 6) **The Contractor shall design ready concrete mix from Certified Laboratory that consists the following:**
- I. Taking into consideration within design procedures conditions of work and pouring places in addition to nature of works.
 - II. Taking into consideration calculating design percentage of components concrete mix any additions such as super plasticizer and other
 - III. The design shall contain experimental mixture tests and fresh concrete properties
 - IV. The Contractor shall use in the central concrete mix plant one additive of super plasticizer material to the concrete mix giving it the required fluidized, flexibility and high ability to keep its workability and consistency and at the same time give the required early concrete strength
 - V. The Contractor shall submit super plasticizer information related to the concrete mix to approved by Engineer
 - VI. Super plasticizer shall be one of the following materials (Structo 520, Glenium 21 or Adcon PC 500) subject to Engineer approval.
 - VII. The Contractor shall designate the Engineer or observer in the central concrete mix plant to verify each concrete mix according to the design mix that is approved by the Engineer.
- 7) **The Contractor shall inform about the pouring date before (48) hours from the pouring date so that the Engineer can check the notes and control the quality.**

- 8) **All tests mentioned in the specifications and BoQ must be executed at Contractor's expense**
- 9) **The Contractor shall do any necessary detours for the internal sewage network prior to the demolition of any interfering manholes**
- 10) **workshop drawings with the final finish level of the yards new and old and shall suggest proper connection**
- 11) **The Contractor shall prepare workshop drawings with the final finish levels of the yards new and existing and shall be matched in a proper manner.**
- 12) **The Contractor shall take all safety and environmental measures as per contract requirements seriously.**
- 13) **In respect to demolition work that is mentioned in the BoQ and the drawings, the Contractor must comply with these notes at his own expense and responsibility:**
 - I. the Contractor shall be aware that the buildings adjacent to the construction site will be occupied and in use during the period of the contract, the Contractor shall conduct the work procedure so that there will be minimum interference with the continued activities of the existing buildings
 - II. the Contractor shall take all possible precautions against damage to all existing construction that is to remain
 - III. Any damages caused by the Contractor's operation shall be repaired at Contractor's expense to the complete satisfaction of Engineer and Owner.
 - IV. The Contractor shall do any necessary detours for the internal sewage network prior to the demolition of any interfering manholes
 - V. The contractor price shall include any existing electromechanical obstacles (equipment and networks) to be removed and reinstalled in suitable locations after the contractor submission and then the approval from the Engineer to ensure the continuity of the existing systems work in excellent manner such as -but not limited to- water tanks, solar system, pumps, A/C outdoor units, manholes, pipes and cables.
 - VI. The contractor price shall include demolish and remove any existing Septic tank at site works with all contents (foundation, walls, slabs, pipes, fixtures and fittings) And any related part. the price includes supply and apply cyclopean concrete Grade 20 (60% concrete, 40% rock, the volume of the rock in accordance to ASTM C-97)for fill the well after remove it up to reach the reduce level .the execution must be done by layers.
- 14) Any trees to be removed shall be substituted by 5 other trees and replanted and sustained for two years at the expense of the Contractor.
- 15) In respect to trees removal works the Contractor must comply with these notes at his own expense and responsibility:
 - a. Forest trees shall be removed by MOA with coordination with MOE.
 - b. Olive trees relocation shall be within the responsibility of the Contractor in coordination with the school principal and the Engineer.
 - c. The olive trees shall be relocated in a professional and appropriate method in order to save the trees from any damage.
 - d. The Contractor shall submit a method statement for relocating the trees which should be approved by the Engineer.

- 16) In case where an agricultural soil available at site work the contractor shall at his own responsibility and expense relocated the soil at new location shown in the design drawings and approved by the engineer, and it is the contractor responsibility to store the soil in an appropriate condition in order to relocate it.
- 17) The insurance policy shall include this clearly and shall cover and insure the Employer staff, USAID staff, the contractor staff and the Engineer's staff on site.

Clause 10

Delete the text of Sub-Clause 10.1 and substitute the following paragraphs:

- (a) The Contractor shall provide a Performance Bond or Performance Guarantee / Bank Guarantee as a security for the faithful performance of the Contract. The Performance Guarantee / Bank Guarantee shall be in the form contained in the Tender Forms and for the percentages of the Contract Price or amounts stated in the Appendix to Form of Tender.
- (b) The Guarantee shall be required prior to the execution of the Contract, which shall take place within seven (7) Calendar Days from the date of issuance of the Letter of Acceptance. Such Guarantee shall remain in effect until the Defects Liability Guarantee has been received by the Employer.

The Performance Security shall be returned to the Contractor upon receipt by the Employer of the Maintenance Guarantee.

- (c) If the performance security is a Bank Guarantee, it shall be issued either (1) by a Jordanian bank located in Jordan or a United States bank through a correspondent bank located in Jordan, or (2) directly by a United States bank which has been determined in advance to be acceptable to the Employer.
- (d) If the performance security is a Bond, it shall be issued by surety companies or insurance companies acceptable to the Employer and USAID. Surety and insurance companies must meet criteria comparable to those established by the US Treasury Department for acceptable sureties on Federal Bonds, as listed in Criteria for Approval of Bonds and Guarantees under Section 4.
- (e) If, after the Performance Security is issued, the Contract Price is increased by more than 10 percent, the Employer and USAID may require that the amount of the Performance Security be increased in an amount satisfactory to the Employer and USAID.

Clause 11

Add the following Sub-Clauses:

- 11.2 “Where the progress of Works is delayed due to adverse weather conditions, the Contractor shall, at its own cost, accelerate the Works and mobilize additional resources, such that the

Works shall be completed within the Time for Completion”.

- 11.3 “Existing Structures – Prior to the time of Bid submission, the Contractor shall perform on-site inspections of the existing structures to evaluate the types and conditions of the existing structures that are located adjacent to the working Sites. Based on these inspections, the Contractor shall select and Bid methods of construction which shall include provisions for the protection and preservation of the types of existing structures that will be encountered during the progress of the Works. The Contractor shall be deemed to have based its Bid on its inspections and its choice of construction methods.”

Clause 12

Delete the text of Sub-Clauses 12.1 – Sufficiency of Tender and 12.2 – Not Foreseeable Physical Obstructions or Conditions and substitute the following:

Sub-Clause 12.1 - Sufficiency of Tender and Not Foreseeable Physical Conditions

The Contractor shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of the Contractor’s Tender for the Works and of the rates and prices stated in the priced Bill of Quantities. The Tender rates and prices shall, except insofar as it is otherwise provided in the Contract, cover all Contractor’s obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however during the execution of the Works, the Contractor should encounter physical conditions, other than climatic conditions on the site, or artificial obstructions, which conditions or obstructions are:

- (a) Materially different from those indicated in the Contract Documents, or
- (b) Materially different from those ordinarily encountered and generally recognized as inherent in the character of the Works provided for this Contract, or inherently different from the geology of Jordan, the Contractor shall promptly, and before such conditions or obstructions are disturbed, notify the Engineer in writing of such changed conditions. The Engineer will promptly investigate such conditions and if in the opinion of the Engineer, the Contractor suffers a delay and/or incurred additional costs as a result of such conditions, the Engineer shall take such delays into account in determining any extension of Contract time to which the Contractor is entitled under Clause 44 hereof, and the Engineer shall certify to the Employer the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost of;
 - (i) Complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and
 - (ii) Any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered.

The Contractor, however, shall be responsible to make good forthwith any damage which may occur to such services and utilities and to reinstate them to their original previous condition, without being entitled to any claim therefore.

No claim in connection with this Sub-Clause shall be entertained unless the Contractor has made its submittal in connection therewith within seven days of its occurrence.

National & Religious holidays, the holy month of Ramadan, Tawjihi Exams, Climatic conditions, including rainfall, shall not be entertained as reason for any extension of the Contract time.

Any time extension request for the Contract time shall be submitted by the Contractor with their justifications, causes and reasons, in addition to the modified work-schedule caused by this extension, unless otherwise his request shall be rejected.

The decision for time extension shall be in accordance with USAID and MPWH approval.

Sub-Clause 12.2 - Existing Utilities

The information shown on the Drawings with respect to incidence, depths and locations of existing utilities is incomplete, and there maybe be discrepancies between the actual field conditions and the stated utility information. Therefore, any utility conflicts which result from the incompleteness or discrepancies in the utility information shown on the drawings will be deemed to be inherent in the character of the Work. However, in the event that a major utility conflict is likely to disrupt the progress of the Works, the Contractor shall immediately notify the Engineer of such a disruption in accordance with Sub-Clause 6.3.

Clause 14

Sub-Clause 14.1 - Programme To Be Submitted

Add the following:

The 90-day Programme shall be submitted to the Engineer within 14 calendar days after the receipt of the Letter of Acceptance, (this Letter is defined in Article 2.17 of the Contract Conditions /section 2/).

The detailed Programme shall be submitted within 28 calendar days after the receipt of the Letter of Acceptance and shall include a detailed critical path construction schedule showing starting dates, progress and completion dates for all component parts of the work including testing and start-up, a list of major equipment, extent of the construction plant and operations, the extent of subcontracting proposed, and the procurement and delivery schedule for all plant and materials to be incorporated into the Works.

If the Engineer deems the work programme submitted by the Contractor to be incomplete/improper, the Contractor shall revise and resubmit it to the Engineer's satisfaction. Until then, the requirement to commence the work (Sub-Clause 41.1) shall be deemed unfulfilled.

The Contractors attention is particularly drawn to the need to familiarize itself with Customs procedures concerning importation, and to allow sufficient time in its program for these to be completed.

If the Contractor fails to comply with the requirements under this clause, the Engineer may suspend the whole or part of any payment of the contractor.

Sub-Clause 14.3 - Cash Flow Estimates to be Submitted

Delete the word “Estimates” in the heading and replace with “Schedule”

Add the following:

The detailed monthly Cash Flow Schedule shall be submitted to the Engineer within 30 calendar days after receipt of the Letter of Acceptance.

This Schedule shall be in a form satisfactory to the Engineer, shall be consistent with the general construction schedule, and shall be in sufficient detail and monthly updated to permit the Engineer to prepare cash flow projections for the Employer and USAID.

Sub-Clause 15.1 - Contractor’s Superintendence

Add the following:

The Contractor must provide such additional supervisory staff on Sites as is necessary to ensure the efficient execution of the Works as specified in accordance with Article 2.8 of the Instructions to Tenderers.

The Contractor staff shall compose of the following members as a minimum:

Key Staff: Project Manager (Civil engineer) with 15 minimum years’ experience for the package, who must be the authorized agent or representative with full time existence.

The technical specific experience of the project manager shall include experience in plans of similar project.

Technical Staff: Electrical Engineer, Mechanical Engineer, Surveyor, Health Safety & Environment Specialist and Planning Engineer for the package with full time existence for the package and as following:

Description	Minimum Experience	No	Full/Part Time	Financial Deductions
Project Manager/ Key staff	15 years	1	Full/package	250 JD/day
Elect. Eng.	10 years	1	Full/package	150 JD/day
Mech. Eng.	10 years	1	Full/package	150 JD/day
Surveyor	7 years	1	Full/package	100 JD/day
Health Safety & Environment Specialist	Holds a BSc in Civil engineering or Environmental engineering with not less than 3 years of practical experience with:	1	Full/ package	100 JD/day

	1- One similar project as a safety site engineer 2-Or training certificate of not less than (30) hours in safety requirements for construction projects			
Planning Eng.	10 years	1	Full/package	150 JD/day

In addition to: Civil Engineer, Technical supervisor, Quantity Surveyor, Technical Supervisor and Safety officer and Newly Graduate Engineer for each school with full time existence for each school and as following:

Description	minimum Experience	No for each school	Full/Part Time	Financial Deductions
Civil. Engineer	10 years	1	Full/school	150 JD/day
Quantity Surveyor (BSc in civil Engineering with 3 yrs experience or holding a two-years diploma with 7 years experience as a minimum and shall pass the MPWH Quantity Surveying exam	7 years for quantity surveyor and 3 years for engineer	1	Full/school	100 JD/day
Technical supervisor (BSc Civil or architectural engineer with 5 years experience or holding a two-years diploma in Civil engineering as a minimum)	10 years for supervisor and 5 years for engineer	1	Full/school	100 JD/day
Safety Officer	Diploma (college degree) in safety and environment. At least 10 years experience in construction projects. Engineering degree is not a must.	1	Full/school	100 JD/day
Newly Graduate Engineer	As in Sub-Clause 16.1- Contractor's Employees / (h) Instructions for hiring newly graduate engineers.	1	Full/school	100 JD/day

If the Contractor fails to provide at site any one of these personnel or in case of absence of any person of his personnel without providing a substitute, for such non-provision or absent personnel an amount will be deducted according to the financial deduction mentioned in the table above.

Adequate number of the superintendence staff shall be fluent in the language of the Contract as specified in the Appendix to tender with the minimum being the project manager.

The assigned superintendence staff shall have adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works. The Contractor shall also provide on site in connection with the execution and completion of the works and remedying of any defects thereafter only such technical assistants, foreman and other staff as are skilled and experienced in their respective trades or works complemented by the different forms of labour as in necessary for the proper and timely fulfillment of the Contractor's obligation under the Contract."

The Contractor shall designate at least one supervisor, employed directly by the Contractor, to supervise and direct the Work at each site. These designated supervisors shall be on the site the entire time the Works are in progress, and shall have the authority to receive, on behalf of the Contractor, appropriate instructions and directions from the Engineer or the Engineer's Representative.

All Site instructions will be issued in English. However, the Contractor's staff at the Site shall include a sufficient number of personnel who speak and write both English and Arabic fluently to enable communications with non-English speaking members of the Contractors staff.

All notifications required by these Contract Documents and all formal correspondence concerning contractual matters from the Contractor shall be signed by the Contractor's authorized agent or representative who has been approved by the Engineer in accordance with the terms of this Clause 15. If, for any reason, the Contractor's authorized agent or representative is absent from the Works, the Engineer shall be immediately notified in writing, and the Contractor shall designate a specific party who shall remain on the Site of the Works and shall be authorized to act on the Contractor's behalf. If the absence of the Contractor's authorized agent or representative extends beyond a period of twenty-eight (28) consecutive calendar days, the replacement party designated to act on the Contractor's behalf shall be subject to the provisions of this Clause 15 regarding the written approval of the Engineer.

Add the following Sub-Clauses.

- 15.2 The Contractor's authorized agent or representative (i.e., Resident Project Manager) shall be fluent in written and spoken English.
- 15.3 If the Contractor's authorized agent or representative is not, in the opinion of the Engineer, fluent in written and spoken English, the Contractor shall have available on Site at all times a competent interpreter to ensure the proper transmission of instructions and information.
- 15.4 The Contractor's authorized representative and/or any of the Contractor's Superintendence shall not be classified as a Contractor at Government Tender Directorate

Clause 16

Sub-Clause 16.1 – Contractor's Employees

Add the following paragraphs (c) through (g)

- (c) All technical assistants and sub-agents shall be fluent in English.
- (d) The Contractor shall ensure that a reasonable proportion of staff have a working knowledge of both Arabic and English.
- (e) The Contractor shall be responsible that its employees strictly observe the laws of Jordan affecting operations under the Contract. The Contractor shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among its employees and Subcontractor employees and to preserve peace and protection of persons and property in the neighborhood of the Works. The Contractor shall not import, sell, give, barter, permit the use of, or otherwise dispose of any arms, ammunition, alcoholic liquor, narcotics or regulated drugs, nor permit its Subcontractors or employees to do so.
- (f) The Contractor shall keep proper wage books and time sheets showing the wages paid to, and the time worked by all workers employed by it in its performance of the Contract. Wage books, time sheets, and all information relating to the wages and conditions of employment of all workers shall be produced by the Contractor on request for inspection by the Engineer.
- (g) The Contractor is encouraged, to the extent practicable and reasonable, to recruit and employ Jordanian staff and labor who have the required qualifications and experience.
- (h) **Instructions for hiring newly graduate engineers:**

Vacancies for newly graduate engineers where the work take place (Jerash and Amman) will be advertised by the Engineer through local newspapers for two (2) days with the following requirements:

1. Fresh graduate engineer should have been graduated within 18 months prior to the advertisement date.
2. They should not have been employed on any project since graduation.
3. They should be residents of the local governorate were projects are located.
4. Selection will be made based on the applicants' university GPA grade. In case of equal GPAs for more than one candidate, the proximity of the applicant's place of residence to the project site will be the determining factor.
5. Applications shall be evaluated by the Contractor and Engineer and results shall be communicated back to all applicants indicating their ranking based on the above criteria.
6. The Contractor and Engineer will send the selection report with the names of selected applicants to the MPWH and USAID for consent.
7. The Contractor shall pay the assigned staff according to the rate indicated in the bills of quantities. Payment shall be made through bank transfers to the staff bank accounts. Cheques or cash payments will not be reimbursed.
8. The Contractor shall register the staff in the social security and pay the employer's portion fee.
9. The Contractor shall engage the newly graduate engineers in various activities that will enhance their skills and learning experience.
10. Copies of the bank salary transfers, and social security installments shall be attached to

each Application for Progress Payment.

Sub-Clause 16.2 – Engineer at Liberty to Object

Add the following:

Before rejecting key personnel, the Engineer must seek approval of the Employer and the USAID. Key personnel” are listed in sub clause 15.1 particular conditions.

Nothing in this Sub-Clause shall prevent the Contractor from acting when necessary to ensure the safety of the execution of the Works.

Sub-Clause 19.1 - Safety, Security and Protection of the Environment

Add the following paragraph (d):

- (d) All provisions for lights, guards, fencing, warning signs and watching shall be coordinated with, and acceptable to, the authorities whose properties are affected by such provisions. Any of the said provisions which are not acceptable to these authorities shall be immediately upgraded or replaced at no additional cost to the Employer. In addition, the Contractor shall comply with all relevant sections and provisions of the Contract Documents relating to these issues.

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

As part of the Contract the Contractor will be provided with information, and the required forms, about requirements for the Environmental Regulation Compliance (EIA Clearance). This includes the environmental mitigation requirements and environmental monitoring programs. The Contractor shall adhere to and implement all mitigation requirements, controls, and regulations specified in the requirements annexed at the end of these conditions. (refer to: Fifth: Environmental Management Plan)

Sub-Clause 21.1 - Insurance of Works and Contractor’s Equipment

Add the following paragraphs (d), (e), (f), and (g):

- (d) The Contractor shall insure all goods, equipment and materials financed hereunder against risks incident to their transit including those associated with marine transit where applicable, to the point of their use in the performance of this Contract, and to their storage, if any, prior to incorporation in the Project. Such insurance shall insure the full replacement value of the goods, equipment and materials and the insurance proceeds shall be payable in Jordanian Dinars. With respect to goods, equipment and materials the cost of which is reimbursable under this Contract, the Contractor shall give the Employer prompt notice of receipt of proceeds from insurance on any such item. Such proceeds shall be used

to pay for the replacement of the item.

- (e) The Contractor shall secure and maintain Marine Insurance of the “all risks” type in the amounts necessary to protect the Contractor and the interests of the Employer against all hazards or risks of loss. The form and limits of the insurance, together with the underwriter thereof, shall be subject to the acceptance of USAID and the Employer, but regardless of such acceptance, it shall be the responsibility of the Contractor to maintain adequate coverage,

Failure to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility. The Marine insurance shall contain a waiver of subrogation rights against the insured parties.

- (f) The Contractor in placing Marine insurance shall require that the insurance supplier shall, within 15 days of making any loss payment in excess of \$6,000 under a Marine insurance policy, report to the Employer and USAID the numbers, name of the carrier vessel, and voyage number (alternatively, flight number and carrier), date of the Bill of Lading, amount and date of payment, description of commodities, the identity and address of the insured and any assignee of the insured to whom the payment has actually been made.
- (g) Satisfactory certificates of insurance shall be filed with the employer prior to starting any construction work on this Contract. Certificates for Marine insurance shall be filed 45 days before the scheduled shipping date. The certificates shall state that thirty (30) days’ written notice will be given to the Employer before any policy covered thereby is changed or cancelled. Submission of certificates of insurance and notices thereon shall be through the Engineer.

Sub-Clause 21.2 - Scope of Cover

Amend paragraph (a) by deleting the words “from the start of work at the Site” substituting therefore the words “from the first working day after the Commencement date”.

Add the following paragraph (c):

It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.

Sub-Clause 22.1 - Damage to Persons and Property

Add the following paragraphs (c), (d), (e), (f) and (g):

- (c) Unavoidable result is a result that could not have been reasonably foreseeable.
- (d) In addition to the requirements of Clause 22 of Part I of the Conditions of Contract, the Contractor shall be required to provide comprehensive General Liability insurance which shall be written in comprehensive form and shall protect the Contractor, Employer and Engineer against all claims arising from injuries to members of the public or damage to

property of the Employer or other arising out of any act or omission of the Contractor's work, or work under the Contractor's direction, that may require underground operations. The coverage shall contain no exclusion relative to collapse of buildings, or damage to underground property. The liability shall be not less than that stated in the Appendix to Form of Tender.

- (e) The Contractor shall be required to obtain Contractors (Builders) all risks insurance which shall be written in completed value form and shall protect the Contractor, the Employer and the Engineer against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire, lightning, vandalism and malicious mischief. The amount of such insurance shall provide for losses to be payable to the Contractor, the Employer and the Engineer as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.
- (f) The Contractor shall acquire installation floater insurance, which shall protect the Contractor, the Employer and the Engineer from all insurable risks of physical loss or damage to materials and equipment while in warehouses or storage areas, during installation, during testing, and after the work is completed. It shall be of the "all risks" type, with coverage designated for the circumstances which may occur, in particular including the materials and equipment insured under completion, less the materials and equipment insured under the Contractor's risks insurance. Installation floater insurance shall provide for losses to be payable to the Contractor, the Employer and the Engineer as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.
- (g) The nature of the works requires underground operations including excavation, trenching and ground water control measures. Ground movements are a foreseeable potential risk associated with these operations, and the Contractor is deemed to have fully evaluated these risks and satisfied itself that the procedures which will be used during the execution and maintenance of the Works include adequate provisions for controlling ground movements due to underground operations. Ground movements will not be considered an unavoidable result of the execution and maintenance of the Works referred to in the provisions of Sub-Clause 22.1 of this Clause.

Clause 23

Sub-Clause 23.2 - Minimum Amount of Insurance

Delete the entire text of the Sub-Clause and substitute the following:

Such insurance shall be for at least the amount stated in the Appendix to Form of Tender and shall cover each individual claim in those amounts, with the number of claims unlimited.

Add the following Sub-Clauses:

Sub-Clause 23.4 - Contractor's Automobile Insurance

- (a) In addition to the insurance required by this Clause 23, if the Contractor or any of its employees or their dependents ship to (whether or not at the Contract expense), or purchase privately owned automobiles in, the Hashemite Kingdom of Jordan, the Contractor will ensure that all such automobiles are covered by a paid insurance issued by a reliable company providing at least the comprehensive coverage stated in the Appendix to Form of Tender.
- (b) The Contractor shall acquire Comprehensive Automobile Liability Insurance. The insurance shall be written in a comprehensive form and shall protect the Contractor, the Employer and the Engineer, and their representatives, employees and consultants, against all claims for injuries to members of the public and damage to property of the Employer, the Engineer and others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than that stated in the Appendix to Form of Tender.

Sub-Clause 23.5 - Umbrella Liability Insurance

The Contractor shall acquire Umbrella Liability Insurance Policy. The insurance shall protect the Contractor, the Employer and the Engineer against all claims in excess of the limits provided under the Workers's compensation and employer's liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella policy shall not be less than that stated in the Appendix to Form of Tender.

Clause 24

Sub-Clause 24.1 - Accident or Injury to Workers

Add the following paragraph:

The Contractor shall immediately notify the Engineer in writing upon occurrence of any accident on Site if it results in injury or damage to persons or property, including full details of the occurrence and affidavits of witnesses. Furthermore, the Contractor shall notify the concerned authorities in compliance with the applicable laws and regulations.

Add the following Sub-Clauses:

Sub-Clause 24.3 - Worker's Compensation Insurance

The insurance required by Sub-Clause 24.2, Insurance Against Accident to Workers, shall comply with the following:

- (a) The Contractor shall provide and thereafter maintain Worker's Compensation Insurance in accordance with the Defense Base Act "DBA" (42 U.S.C. 1651) with respect to and prior to the departure for overseas employment under this Contract of all employees who are hired in the United States or who are American citizens or bona fide residents of the United States.
- (b) The Contractor agrees to procure the DBA insurance required by this Clause from the

DBA insurance carrier under contract with USAID unless the Contractor has an approved retrospective rating agreement for DBA. Information on obtaining coverage under the USAID requirements and the list of countries for which USAID has secured waiver of DBA coverage for Contractor's employees who are not citizens of, residents of, or hired in the United States, is shown in USAID Handbook 11, Chapter 2, 4.7.2.2.e.

(c) The Contractor agrees to provide employees who are not citizens of, residents of, or hired in the United States with worker's compensation benefits as required by the laws of the country in which the employees are working, or by laws of the employee's native country, whichever offers greater benefits, or in the absence of such law, employer's liability insurance.

(d) With respect to all employees who are hired for employment outside the country in which they are to be employed, this insurance coverage shall be provided prior to the departure for overseas employment under this Contract.

(e) The Contractor shall insert a clause similar to (a) to (d) above, including this sentence, in all permitted subcontracts except those exclusively for furnishing equipment and/or materials.

Sub-Clause 24.4 - Social Security Payment

Social Security costs assessed by the Government of Jordan shall be paid and settled by the Contractor.

The Contractor must provide proof from the social security directorate that its staff mentioned in the Contract is actually its staff, and were working for him for the past years.

Clause 26

Sub-Clause 26.1 - Compliance with Statutes, Regulations

Add the following phrase to the end of subparagraph (a) of Sub-Clause 26.1, before “and”:

"especially the current Jordanian Works By-Law and its relevant instructions,"

Add the following to subparagraph (b) of Sub-Clause 26.1:

The Contractor shall inform the Engineer and the Employer about the obstacles preventing the Contractor from securing such permits, and the additional costs and time extension related from such obstacles, if any.

Clause 28

Sub-Clause 28.1 Patent Rights

Following the word "Employer" add ", USAID and the Engineer."

Clause 29

Sub-Clause 29.1 – Interference with Traffic and Adjoining Properties

In the first sentence of the last paragraph following the word "Employer" add ", USAID and the Engineer".

Clause 30

Sub-Clause 30.1 - Avoidance of Damage to Roads

Add the following:

The Contractor shall discuss the situation with the concerned Governmental agency having jurisdiction over such road or bridge and provide them with weights and other particulars of the load to be moved and the proposals for protecting and strengthening the said highway or bridge. The Contractor shall not move the said load onto a highway or bridge until the Contractor has received approval from the agency and has provided such protection and/or strengthening that they may require.

Sub-Clause 30.2 - Transport of Contractor's Equipment or Temporary Works

Following both uses of the word "Employer" add ", USAID and the Engineer".

Sub-Clause 30.3 - Transport of Materials or Plant

In the second sentence, following the word "Employer" add ", USAID and the Engineer".

Clause 34 - Labor

Add the following Sub-Clauses:

- 34.2 The Contractor shall comply with the existing local labor laws, regulations and labor standards and pay not less than the rates of wages as may be laid down by the Ministry of Labor.
- 34.3 The Contractor shall formulate and enforce an adequate safety program with respect to all work under this Contract, whether performed by the Contractor or Subcontractors. The Contractor has assurance from the Employer of cooperation where the implementation of these safety measures requires joint cooperation. Safety will, however, remain the sole responsibility of the Contractor.
- 34.4 All Contractor and Subcontractor employees shall at all times, while in the Host Country, conduct themselves within the laws of such country. Upon written request of the Employer, the Contractor shall remove or replace any of its employees employed under this Contract.
- 34.5 The Contractor shall ensure that all employees are physically fit for work under this Contract and dependents authorized to accompany the employee to the Host Country are physically fit for residence in the Host Country.
- 34.6 As far as possible, the Contractor shall recruit and employ citizens of the Hashemite

Kingdom of Jordan, subject to Sub-Clause 78.3 (c). However, the Contractor may employ U.S. citizens and permanent legal residents of the U.S. and staff who are non-Jordanian, notwithstanding the availability of Jordanian labor. The Contractor shall obtain the approval of the Employer and USAID prior to the importation of any labor and shall obtain permission from the appropriate authority in accordance with Jordanian laws. Any application for such approval shall give full details of person(s) the Contractor wishes to import for employment on the Works.

- 34.7 The Contractor shall keep a full record giving the names and permanent addresses, as well as local addresses of residence, of all its employees and hold this record for the inspection of the Engineer.
- 34.8 Labor brokers will be considered Subcontractors if payment to employees is made by the labor brokers.
- 34.9 The Contractor shall not bring into the Site any alcoholic liquor or drugs, nor permit the use or disposal of the same by its agents, employees, servants or any of its Subcontractors' workers and servants.
- 34.10 The Contractor shall not bring into the Site, use or dispose of any arms or ammunition of any kind or explosives prohibited by law, and shall not permit its workers or servants to keep the same on the Site.
- 34.11 The Contractor shall, in all dealings with labor in its employment, have due regard to the working hours prescribed in the Labor Law for the time being in force, and shall observe the weekly days of rest, public holidays and recognized religious festivals and customs.
- 34.12 The Contractor shall at all times take all reasonable precautions to prevent any riotous acts or any disorderly conduct by or amongst its Workers and servants on the Site, and for the preservation of order and the protection of properties and persons on the Site and its neighborhood against such acts or misconduct.
- The Contractor shall not prevent the national security forces from entering the Site for the purpose of performing their lawful duties.
- 34.13 The Contractor shall be entirely responsible for any guarantees, repatriation expenses and the like in respect of its employees that may be necessary on account of the Immigration Regulations and shall indemnify the Employer against all claims arising from such regulations.
- 34.14 The Employer will, if requested in writing, assist the Contractor in all normal immigration formalities required for the Contractor's employees to enter Jordan for the purposes of the Contract.
- 34.16 The Contractor shall provide adequate hygienic conditions in respect of garbage collection and sewage disposal for the living quarters of laborers and employees on the Site.

Clause 35

Sub-Clause 35.1 - Returns of Labor and Contractor's Equipment

Insert the phrase:

“or any of the Contractor’s Subcontractors” after “employed by the Contractor”

Clause 36 – Materials, Plant and Workmanship

Sub-Clause 36.1 - shall be designated as paragraph (1) and add the following paragraphs:

- (2) Material and Plant incorporated into the Works shall be new and unused, free from defects and imperfections, and suitable for the use intended and shall meet the requirements of Clause 74 in the Conditions of Contract. The Contractor warrants that the Works shall be free from defects and in strict accordance with the Contract Documents, and that the quality and strength of all parts of manufactured equipment shall be adequate as specified.
- (3) Unless otherwise authorized by the Engineer, all Material and Plant required shall be in accordance with designated Standards cited in the Technical Specifications. The latest published editions of such standard specifications and of the revisions and amendments thereto, at the time of receipt of the Tender, shall apply. Such material, Plant, parts and assemblies shall also be tested in accordance with these requirements and with the particular requirements of the Technical Specifications. The Contractor shall submit the results of all tests to the Engineer for review. These results shall include, but shall not be limited to, original test readings, calculations and calibrations, and as may be requested by the Engineer, shall include the Contractor's evaluation and conclusion relative to meeting the requirements of the Contract Documents. In addition, summary reports of all materials tested shall be submitted to the Engineer monthly in accordance with the Engineer's Instructions.
- (4) No material or supplies for the Works shall be purchased by the Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor shall possess title to all material and supplies used by him in the Works, free from all liens, claims or encumbrances.
- (5) When requested by the Engineer, or required by the Technical Specifications, the Contractor shall submit samples of materials for review by the Engineer. No material shall be used in the Works that is in any way inferior to that of the samples which conform in all respects to the requirements of the Contract Documents. The designation of "No Exceptions Noted" by the Engineer shall not obligate the Employer to pay for any material other than in accordance with the Contract; shall not prevent the rejection of any material which, in the opinion of the Engineer, may be unsound or unfit for use in the Works or not in accordance with the requirements of the Contract, and shall not be deemed a waiver of objection to the Works or any part thereof at any time on account of the material used not being satisfactory. All samples and the shipment thereof shall be provided at the Contractor's expense.

- (6) Materials, workmanship, Plant, procedures, etc., meeting national or international standards other than those specified, are acceptable if they ensure an equal or higher quality than the designated reference standard. Should the Contractor wish to use a standard other than a designated reference standard, the Contractor shall submit three copies of the proposed standard, in the English language, as part of his drawing submittal.
- (7) Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Employer, the Contractor or the Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Contract.”

Clause 37

Sub-Clause 37.1 – Inspection of Operations

Add the following at the end of the paragraph:

“Authorized representatives of the appropriate government agencies shall at all times have safe access to the Work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.”

Clause 40 - Suspension

Sub-Clause 40.1 - Suspension of Work

Add the following Paragraphs (e), (f), and (g)

- (e) Occasioned by reason of an order of a court of law or because of instructions of any official authority such as the Municipality, the Public Security Directorate, the Ministry of Public Works & Housing, the Customs directorate, the Jordan Armed Forces, or the Lands and Survey Department, or the United States Government in connection with an expropriation order,
- (f) By mutual written agreement of both parties to the Contract, provided that Employer shall not suffer the expenses resulting from such suspension, or
- (g) If suspension of work on one or more parts of the Project does not prevent the Contractor from working on other parts of the Project.

Sub-Clause 40.3 - Suspension lasting more than 84 Days

Add the following Sentence:

Provided that the Contractor shall not be entitled to recover any such extra expenses unless the Contractor gives to the Engineer written notice of the Contractor's intention to claim within 14 days of the Engineer's order.

In case that the delay was due to other reasons not controlled by the owner or Employer the Contractor cannot claims for extra expense due the suspend of work

Clause 41

Sub-Clause 41.1 - Commencement of Works

Add the following:

The Contractor shall commence work on the project after 30 calendar days from the date of the site handing over. Contract time for Substantial Completion and Completion shall be measured from the Commencement Date.

Clause 42

Sub-Clause 42.1 - Possession of Site and Access Thereto

Add the following sentence:

The Site, or any portions thereof as may be necessary to enable the Contractor to commence the Works, will be officially handed over to the Contractor and an official memorandum in that regard, duly signed by the Employer, Contractor and Engineer, will be issued.

Clause 43

Sub-Clause 43.1 - Time for Completion

Add the following:

The Contractor shall Substantially Complete and Complete (including Punch List items) the Work within the time periods listed in the Appendix to the Form of Tender.

Clause 44

Sub-Clause 44.1 – Extension of Time for Completion

Add the following:

Orders, announcements, circulars, or any other acts of the Government of Jordan or subdivisions thereof that purport to extend the time available for completion of construction projects shall have no effect on the Parties' obligations under the Contract, nor shall such acts be grounds for requests of extensions of time or additional costs on the part of the Contractor. No time extension or compensation for Tawjihi exams, public holidays, Holy Month of Ramadan, or weather conditions will be granted in any case. The

contractor shall take into consideration all these factors in its schedule all these events.

Claims for time extension, for reasons other than mentioned above shall be submitted within one week from the date when the delay occurs. With each claim for delay the Contractor shall submit the approved CPM Programme and shall clearly demonstrate how the delays impact project implementation schedule using the critical path. Time extensions shall not be calculated as cumulative durations, they only can be calculated based on the approved program considering overlaps and the CPM. All time extension requests shall be approved by the MPWH and by USAID. USAID reserves the right to reject any time extension request that doesn't comply with the requirements. Any claim for additional cost as a result of time extension shall be submitted along with the time extension request. Financial claims that are not in compliance with this requirement will not be considered.

Neither any event in a,b,c,d,e nor this additional paragraph will be considered as a cause to extend the contract duration

Clause 45

Sub-Clause 45.1 - Restriction on Working Hours

Delete the text under this Sub-Clause and substitute it with:

Subject to any provision to the contrary contained in the Contract, none of the Works shall be carried on between 6:00 pm and 6:00 am, on Fridays or local Public holidays without the permission of the Engineer. Night work may be undertaken, however, as a regular procedure with the permission of the Engineer; such permission, however, may be revoked at any time by the Engineer if the Contractor fails to maintain adequate equipment and supervision for the proper execution and control of the Works at night.

Permission for work outside designated working hours will be subject to the availability of the Engineer's site staff to monitor the work and may be limited to those activities that do not require inspection by the Engineer.

Sub-Clause 46.1 – Engineer Supervision Overtime Rates

Contractor shall pay for all additional supervision costs incurred by the Engineer's staff for working outside the designated working hours at the Contractor's request. Payment for these additional costs shall be in the form of deductions from monies due to the Contractor at the basic overtime rates indicated in the "Appendix to Form of Tender".

Additional premiums will apply for work during Fridays and local holidays.

Sub-Clause 47.1 - Liquidated Damages for Delay

Number the existing paragraph as (a) and add the following paragraphs (b) & (c):

- (b) The rate of Liquidated Damages stated in the Appendix to Form of Tender is exclusive of supervision costs that may be incurred by the Engineer due to unjustifiable delays in completing the Works, the costs of which will be borne by the Contractor.
- (c) Liquidated damages shall apply directly at the end of the Contract duration unless there is a

prior approved time extension. Liquidated damages will be applied regardless of any unresolved claims.

Clause 48

Sub-Clause 48.1 - Taking Over Certificate

Delete the text under this Sub-Clause and substitute it with:

- (a) When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works.
- (b) The Engineer shall conduct an inspection of the Works and submit a report of the Engineer's findings to the Employer with a copy to the Contractor. The Engineer may either certify that the Works have been properly completed and can be taken-over, or give instructions to the Contractor specifying the Works which are, in the opinion of the Engineer, required to be done by the Contractor to the Engineer's satisfaction, and within a prescribed period of time determined by the Engineer, before the issue of the Taking-Over Certificate.

If the Contractor has any objections to the Engineer's report, the Contractor may refer the matter in writing to the Employer, who shall, in the manner the Employer deems suitable, investigate the situation to ascertain the validity of the Engineer's report or form a committee for the taking-over of the Works.

- (c) The Employer shall, within 10 days from receipt of the Engineer's report, form a taking-over committee, including the Engineer as one of its members, and shall notify the Contractor of the time and date fixed for carrying out an inspection of the Works. The Engineer and the Contractor shall, in the meantime, prepare all necessary schedules, bills and drawings as are necessary to facilitate the said committee's work.

The taking-over committee shall, within 10 days from the date of being formed, conduct, in the presence of the Contractor or the Contractor's authorized agent, an inspection of the Works.

Upon being satisfied that the Works are ready for taking-over, the committee shall prepare a memorandum of taking-over of the Works, signed by the committee members as well as by the Contractor or its authorized agent. Copies of the same shall be given to the Employer, USAID and the Contractor.

- (d) If the taking-over committee fails to inspect the Works within 14 days calculated from the end of the above-mentioned 10-day period, the date stated in the Engineer's report shall be considered as the date of taking-over.
- (e) The Engineer shall, within 7 days of the date of signing the memorandum of the taking-over committee, issue a Taking-Over Certificate in respect of the Works, stating the date on which the Engineer considers the work as being substantially completed, that date also

signifies the start of the Defects Liability Period. The Engineer shall enumerate in the Taking-Over Certificate all defects and faults to be remedied by the Contractor within a prescribed time.

- (f) The Contractor is entitled to comment on or object to the memorandum of the taking-over committee in writing to the Engineer, provided the Contractor does so within 7 days from the date of signing the memorandum. The Engineer, in such a case, shall study the objection and submit the Engineer's findings to the Employer.
- (g) On the completion of the Works, the Contractor shall submit:
 - Three copies of maintenance and operating manuals for all mechanical and electrical equipment;
 - As-built drawings for all Works, utilities and facilities; and
 - List of spare parts for each machine or apparatus, other than those spare parts which the Contractor is required to supply in accordance with the Contract and which shall be furnished prior to the issue of the Taking-Over Certificate.
- (h) In case of the default of the Contractor to complete all the works (including punch list items) within the contract period specified in item 9 in the Appendix to Form of Tender, the Employer, and after consultation with the Engineer, shall be entitled to:
 1. Hire an external Contractor to complete the works at the Contractor's expense. Such amounts may be deducted by the Employer from any monies due or may become due to the Contractor.
 2. Deduct an amount equal to double the cost of completing the works by a third party Contractor
 3. Apply daily liquidated damages equal to amounts specified in the Appendix to Form of Tender
- (i) After taking over the project, the Contractor will not be allowed to continue submitting interim payment applications, the Contractor can only submit the substantial completion payment to the Engineer within the established timeline in the contract

Sub-Clause 48.2 - Taking Over of Sections or Parts

Delete this Sub-Clause entirely.

Add the following:

In the case that the contractor is handed partial sections (components) or parts (portions) of components for a given school to commence the Works then the contractor should complete the works of such sections and/or parts for Partial Taking Over of the school.

Clause 49- Defects Liability

Add the following Sub-Clauses:

- 49.5 The Engineer shall inform the Contractor of any defects in or damage to any portion of Equipment which may appear or occur during the Defects Liability Period and which arises from any defective materials, workmanship, design or from any act or omission of the Contractor including Work done or omitted during the Defects Liability Period and the

Contractor shall be responsible for making good the equipment with all possible speed. In case of default on the part of the Contractor to make good the equipment within a reasonable time, defined by the Engineer after consultation with the Contractor, the Employer shall be entitled to employ and pay other persons to carry out the same at the Contractors' expense. If, in the opinion of the Engineer, the Contractor is liable to perform this work under the Contract, then all costs consequent to or incidental upon making good the equipment, shall be determined by the Engineer (after consultation with Employer and Contractor) and shall be recoverable from the Contractor by the Employer. Such costs may be deducted by the Employer from any monies due or become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

- 49.6 If equipment requires renewal or replacement, the Defects Liability Period on the equipment shall be restarted from the date of such replacement or renewal and continue for the full period stated in the Appendix to Form of Tender, at the expense of the Contractor.
- 49.7 The Defects Liability Period for the Works, or any portion thereof, shall be extended by a period equal to the period during which the Works or that portion thereof in which a defect or damage to which this Clause applies has appeared or occurred and cannot be used by reason of that defect or damage.
- 49.8 If the replacement or renewals are of such character as may affect the efficiency of the Works or any portion thereof, the Employer may, within one month of such replacement or renewal, give to the Contractor notice in writing requiring that Tests on Completion on that portion of the Works be redone at the Contractor's expense.
- 49.9 Until the Defects Liability Certificate has been issued, the Contractor shall have access at all reasonable working hours and at the Contractor's own risk and expense for the Contractor or authorized representatives whose names shall have previously been communicated in writing to the Engineer, to all parts of the Works for the purpose of inspecting, adjusting and repairing the working and performance thereof, and to such records of the working and performance thereof as may be available, for the purpose of inspecting the same and taking notes therefrom. Subject to the Engineer's approval, which shall not be unreasonably withheld, the Contractor may at its own risk and expense make any test that it considers desirable.

Sub-Clause 51.2 - Instructions for Variations

Add the following paragraph:

All variation orders have to be approved by the Employer and USAID, prior to issuance. Notwithstanding of the Engineer's approval, the Contractor may not proceed with any variation order or increased quantities that would result in increasing the contract ceiling without the Employer and USAID written approval. Requests to increase the contract ceiling shall be submitted in advance, requests submitted after the fact will not be considered.

Sub-Clause 52.2 - Power of Engineer to Fix Rates

Add the following sentence:

Provided further that no change in the rate or price of any item contained in the Contract shall be considered unless such item accounts, before the change in rate or price, for an amount exceeding two (2) per cent of the Effective Contract Sum.

With taking into consideration that no changes in the price or rate of any item will occur in case of the increase or decrease of quantities of excavation, fill, footing and underground works and site works.

Sub-Clause 52.3 - Valuations Exceeding 15 per cent

Amend the percentage of the Effective Contract Sum upon which the rates shall be reviewed from 15 percent to 25 per cent wherever it appears in this Sub-Clause, including the heading.

Sub-Clause 52.4 Daywork

Delete Sub-Clause 52.4 and substitute:

52.4 The Engineer may, if in the Engineer's opinion it is necessary or desirable, order in writing that any additional, substituted or generally varied work shall be executed on the basis of (1) previously bid unit rates, (2) mutually agreed lump sums, (3) Daywork rates or (4) the reasonable cost of the work plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraphs).

Cost of the Work:

(a) The term Reasonable Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work, Except as otherwise may be agreed to in writing by the Engineer, such costs shall be in amounts no higher than those prevailing in Jordan, taking into account the locality of the Project, and shall include only the following items:

- (i) Payroll costs for employees in the direct employment of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Engineer and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, compensation, health and retirement benefits, bonuses, sick leave, and holiday pay applicable thereto. Such employees shall include superintendents and for people at the site. The expense of performing work after regular working hours, on Friday or local Public holidays shall be included in the above to the extent agreed by the Engineer. Within twenty-eight (28) days after issuance of the Letter of Acceptance, the Contractor shall submit to the Engineer a schedule showing the

payroll rates for each job classification to be used in the performance of the Works. The Engineer shall review the said schedule to determine if the proposed payroll rates are consistent with those prevailing in Jordan, taking into account the locality of the Project. Following the Engineer's review, the Engineer shall indicate in writing either the Engineer's acceptance of the proposed rates or notify the Contractor of any objections. In the latter case, the Contractor shall take sufficient steps necessary to eliminate the Engineer's objections and resubmit the schedule to the Engineer. Once the scheduled rates are agreed upon by the Engineer they shall remain effective for a period of one year at which time the rates will be reviewed and adjusted if necessary. In the event that agreement is not reached, the Engineer shall fix such rates as shall, in the Engineer's opinion, be reasonable and proper.

(ii) Cost of all materials and equipment furnished and incorporated in the permanent work and/or consumed as part of the Work, including cost of transportation and storage thereof, and manufacturers' field services in connection therewith. All cash discounts shall accrue to the Contractor unless the Employer deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Employer. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Employer, and the Contractor shall make provisions so that they may be obtained.

(iii)

(iii) Payments made by the Contractor to Subcontractors for Work performed by the Subcontractors. If required by the Engineer, the Contractor shall obtain competitive tenders from Subcontractors and shall deliver such tenders to the Employer who will then determine, with the advice of the Engineer, which tenders will be accepted. If a subcontract provides that the subcontract be paid on the basis of Cost of the Work plus a Fee, the Subcontractor Cost of the Work shall be determined in the same manner as the Contractor's Cost of Work. All subcontracts shall be subject to the provisions of the Contract Documents insofar as applicable.

(iv) Cost of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

(v) Supplemental costs including the following:

(1) The proportion of necessary transportation, traveling and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

(2) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the Workers, which are consumed in the performance of the Work, and cost less than the market value of such items used but not consumed which remain the property of the Contractor.

(3) Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Employer with the advice of the Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all

in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work. Within twenty-eight (28) days after signing the contract agreement, the Contractor shall submit to the Engineer a schedule showing rental rates for each piece of construction equipment which will be used in the performance of the Works. The Engineer shall review the said schedule to determine if the proposed rates are consistent with those prevailing in Jordan, taking into account the locality of the Project. Following the Engineer's review, the Engineer shall indicate in writing either the Engineer's acceptance of the proposed rates or notify the Contractor of any objections. In the latter case, the Contractor shall take sufficient steps necessary to eliminate the Engineer's objections and resubmit the schedule to the Engineer. Once the scheduled rates are agreed upon by the Engineer, they shall remain effective for a period of one year at which time the rates will be reviewed and adjusted if necessary. In the event that agreement is not reached, the Engineer shall fix such rates as shall, in the Engineer's opinion, be reasonable and proper.

(4) Sales, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.

(5) Deposits lost for causes other than the Contractor's negligence, royalty payments and fees for permits and licenses.

(6) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the execution of, and to, the Work provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Employer. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's Fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for its services a fee proportionate to that stated under the Contractor's Fee.

(7) The cost of utilities, fuel and sanitary facilities at the Site.

(8) Minor expenses such as telexes, telegram, long distance calls, telephone service at the Site, expressage and similar petty cash items in connection with the Work.

(9) Cost of premiums for additional /guarantees and insurance required because of changes in the Work.

(10) All charges which are included in the cost of the Work shall be fully substantiated with invoices or other documentation which is acceptable to the Engineer. However, in lieu of specific documentation for the portion of the supplemental costs included in Sub-Clause 52.4 (a) (v) - (1), (2), (7) and (8), the

Contractor may, at its option, choose to include charges for this said portion of the supplemental costs calculated as 8.5 per cent of the sum of the total payroll costs plus the total cost of all materials and equipment incorporated into the permanent Works.

(b) The term Cost of the Work shall not include any of the following:

- (i) Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the Site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.
- (ii) Expenses of the Contractor's principal and branch offices other than its office at the Site.
- (iii) Any part of the Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- (iv) Cost of premiums for all s and for all insurance policies whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).
- (v) Costs due to the negligence of the Contractor, any Subcontractor, or any one directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- (vi) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in the Cost of the Work.

Contractor's Fee:

(c) The Contractor's Fee which shall be allowed to the Contractor for its overhead and profit shall be determined as follows:

- (i) A mutually acceptable fixed fee; or if none can be agreed upon,
- (ii) A fee based on the following percentages of the various portions of the Cost of the Work:
 - (1) for payroll costs and the cost of all materials and equipment incorporated in the permanent work and/or consumed or part of the Work, the maximum allowable Contractor's fee shall be ten (10) per cent.

- (2) for payments to Subcontractors, the maximum allowable Contractor's Fee shall be five (5) per cent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be twenty (20) per cent, and
- (3) no fee shall be payable on the basis of costs of special consultants or supplemental costs.

(d) The amount of credit to be allowed by the Contractor to the Employer for any change that results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

(e) Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, the Contractor will submit in a form prescribed by the Engineer an itemized cost breakdown together with supporting data.

Clause 53 – Procedure for Claims

Sub-Clause 53.3 - Substantiation of Claims

Delete the text of Sub-Clause 53.3 and substitute the following:

53.3 Within twenty-eight (28) days of the initial notification and account of a claim, the Contractor shall submit to the Engineer information that will, in the Contractor's opinion, establish a valid contractual basis for the claim. This information shall include, as a minimum, the provisions of the Contract that support the claim, and sufficient details to establish that damages or additional Work are likely to result from circumstances that entitle the Contractor to additional compensation or extension of Contract Time. The Engineer will review such information and notify the Contractor in writing of the Engineer's concurrence with the Contractor's opinion, or of any objections to the information provided.

The Contractor's monthly claims statement shall make a clear distinction between potential claims and actual claims. Potential claims are those for which the Contractor has only filed notification of intent to make a claim, for which the Engineer has not issued acceptance of the Contractor's proposed contractual justification. Actual claims are those for which the Engineer has accepted that the Claim has merit.

Sub-Clause 53.5 - Payment of Claims

Delete the text of the first sentence of Sub-Clause 53.5, reading "The Contractor shall be entitled ... to enable the Engineer to determine the amount due.", and substitute the following:

The Contractor shall send to the Engineer once every month an account giving particulars, as full and detailed as possible, of all claims for delay and/or for any additional payment to which the Contractor may consider itself entitled and of all work ordered by the Engineer

which the Contractor considers extra additional and which the Contractor has executed during the preceding month.

Clause 54- Contractor's Equipment, Temporary Works and Materials

Sub-Clause 54.1 - Contractor's Equipment, Temporary Works, and Materials; Exclusive Use for the Works

Add the following sentence to Sub-Clause 54.1:

The Employer shall not be liable to the Contractor for any loss resulting from such consent being delayed.

Sub-Clause 54.3 - Customs Clearance

Add the following sentence to Sub-Clause 54.3:

The Employer shall not be liable to the Contractor for any loss resulting from clearance delayed.

Sub-Clause 54.4 - Re-export of Contractor's Equipment

Add the following to Sub-Clause 54.4:

The employer shall not be liable to the Contractor for any loss resulting from clearance being delayed.

Clause 56

Sub-Clause 56.1 - Works to be Measured

Delete Sub-Clause 56.1 and substitute:

56.1 The value of work executed shall be determined by measurement and the Contractor shall submit monthly to the Engineer duly signed full records, particulars, calculations, drawings and other information relating to the Works in support of the valuation of the work executed to date. Where necessary, the Works shall be measured in conjunction with the Engineer or the Engineer's Representative. When the Engineer requests any part or parts of the Works to be measured to ascertain correctness of measurements and/or its support or for any other reason, the Engineer shall give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in making and certifying such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent then, the measurement made by the Engineer or approved by the Engineer, shall be taken to be the correct measurement of the Works.

Clause 59

Add new Sub-Clause 59.6

The Nominated Electromechanical Subcontractor shall provide maintenance guarantee of 5% of the electromechanical works.

Clause 60 – Certificates & Payment

Delete the text of Clause 60 in its entirety and substitute the following sub-clauses:

Sub-Clause 60.1 - Monthly Statements, General

- (a) The Tender Price shall be quoted only in Jordan Dinars.

Payment for the items in the Bill of Quantities will be made in Jordan Dinars.

- (b) Upon MPWH request, a portion of the Jordanian Dinars amount OR USAID's full obligation¹ towards financing this Contract will be paid under a Direct Letter of Commitment established as an agreement between USAID and the Contractor under which USAID makes payments directly to the Contractor for eligible commodities and services furnished under this Contract.
- (c) The Contractor shall submit information copies of all statements for payments directly to USAID - Amman, simultaneous with submission of the original statement packages to the Engineer.
- (d) Upon the Employer's approval of the payment request, an electronic scanned copy of the Employer's approval, along with filled USAID forms 1034 and 1440, the Engineer's approval letter, the Contractor's letter, the summary sheet shall all be sent to USAID (Accountspayablejordan@usaid.gov). The hard copy with all supporting documents shall be submitted to USAID concurrently.
- (e) With each monthly statement, the contractor shall submit the work program, salary bank transfers for the newly graduate engineers, and a record of social security instalments for all assigned project staff.

60.2 Initial Arrangements

- (a) Within 60 days after issuance of the Letter of Award, the Employer, if requested by the Contractor, will request USAID to issue a Direct Letter of Commitment directly to the Contractor in an amount equal to the full USAID obligation towards financing this Contract, and as agreed between and among USAID and MPWH.

USAID reserves the right to issue the Letter of Commitment in increments. Each increment shall be adequate to cover all costs expected to occur during the period covered by the increment, as determined from the Cash Flow Schedule submitted by the Contractor after issuance of the Letter of Award. Not more than three increments shall be used.

- (b) The USAID Direct Letter of Commitment will provide that in accordance with the payment terms and schedule specified in this Clause, payment will be made upon presentation to USAID of the Contractor's invoice, certified by the Engineer, approved by the Employer and accompanied by proper documentation as set forth in Sub-Clause 60.6 herein below. Payment requests presented to USAID shall be administratively reviewed for compliance with the terms and conditions specified in the Contract prior to payment.
- (c) Within 28 days after receipt of the Letter of Acceptance, the Contractor shall submit to the Engineer a detailed Cash Flow Schedule, in monthly periods, indicating the estimated payments throughout the Contract. This schedule shall be in a form satisfactory to the Engineer, consistent with the general construction schedule, and shall be in sufficient detail, and updated at monthly intervals, to permit the Engineer to prepare cash flow projections for the Employer and USAID.

Sub-Clause 60.3 Mobilization Payment

Cancelled and changed to Mobilization Advanced Payment as following:

- a) The Employer will make an advance payment, as an interest-free loan for mobilization upon the Contractor's request and subject to the conditions stated in the contract, and when the Contractor submits a guarantee in accordance with this Sub-Clause.
- b) The total advance payment, the number and timing of installments (if more than one), and the applicable currencies and proportions, shall be as stated in the Appendix to Tender.
- c) Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Appendix to Tender, this Sub-Clause shall not apply.
- d) The Contractor may submit the application for payment to the employer as the following:
 - For the first 10% installment after signing the contract agreement and submitting: (i) the Performance Security in accordance with Clause 10 (ii) a guarantee in amounts and currencies equal to the advance payment (iii) filled USAID form 1034.
 - For the second 10% installment, the contractor shall submit the payment application to the Engineer for approval, with proof of completing all the initial mobilization requirement, as stated in the Appendix to the Form of Tender, and the bank a guarantee in amounts and currencies equal to the advance payment.
- e) This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer and shall be in the form annexed in contract forms.
- f) The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the payment certificates.
- g) If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

- h) The advance payment shall be repaid through percentage deductions in Payment Certificates, stated in the Appendix to Tender, and within the original signed contract duration.
- i) If the advance payment has not been repaid to the issue of the Taking –Over Certificate for the works, or the original contract completion date (whichever is earlier), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.
- j) Within a maximum of 60 calendar days of the Engineer's certification of the Mobilization Advanced Payment (unless the Employer notifies the Contractor of an objection statement), the Contractor shall be paid amount due.

60.4 Progress Payments

- (a) At regular monthly intervals on a specific day mutually agreed upon by the Contractor and the Engineer, the Contractor shall submit to the Engineer for review an interim statement in a form acceptable to the Engineer, filled out and signed by the Contractor, covering the cumulative amount and value of Work carried out as of the date of the statement. Each interim statement shall be accompanied by the monthly schedule update as specified, and by such data, schedules, receipted bills, and affidavits as the Engineer may reasonably require as well as appropriate documentation as set forth in Sub-Clause 60.6. The statement shall be computed on the basis of actual measured quantities completed of the Works.
- (b) The Engineer shall, within 5 working days after receipt of each interim statement, either indicate in writing certification of payment due and present the statement to the Employer or return the statement to the Contractor indicating in writing reasons for refusing such certification of payment. In the latter case, the Contractor shall make the necessary corrections and resubmit the statement. No interim certificate shall be issued for a sum less than the minimum amount stated in the Appendix to Form of Tender without the written approval of the Engineer.
- (c) The Engineer's certification of any payment requested in an interim statement will constitute a representation by it to the Employer and USAID, based on the Engineer's on-site observations of the work in progress and on the Engineer's review of the interim statement and the accompanying data that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract. The Engineer may refuse to certify the whole or any part of any payment if, in the Engineer's opinion, it would be incorrect to make such representations to the Employer. The Engineer may also refuse to certify the whole or any part of any payment if the interim statement is not accompanied by the monthly schedule update. A copy of certified payment by the Engineer shall be sent to USAID, the same time when it sent to the Employer
- (d) Within 15 working days of the Engineer's certification of the interim statement, the Employer shall act upon said statement by (1) approving payment, (2) informing the Contractor of any objections to the statement, or (3) informing the Contractor of the Engineer's intent to withhold all or part of the progress payment and the contractual justification for withholding payment.

Absence of notification of objections within the 7 working days shall constitute approval by the Employer. In this event, the Contractor will provide USAID with the following statement:

“This is to certify that 15 working days have passed from the day of the Engineer's Certification for the subject invoice and the Contractor has not received any written notification of objection.”

The Contractor will request payment of the subject invoice. In the event the Employer objects to payment in whole or part, the Engineer shall, within 10 working days, review the Engineer's certification of the statement. The Engineer shall 1) concur with the Employer's objection and the Engineer shall forthwith revoke the certification of the subject statement and return same to the Contractor indicating in writing the reasons for such action, and in this instance the Contractor shall make the necessary corrections and resubmit the statement, or 2) if the Engineer does not find adequate contractual justification for the Employer's objection and confirms the Engineer's initial certification statement, the Engineer shall forward same direct to USAID for payment, with a letter indicating that the statement is certified for payment notwithstanding the Employer's objection. USAID will then process the statement for payment as if it had been approved by the Employer.

- (e) Within a maximum of 60 calendar days of the Engineer's certification of the statement (unless the Employer notifies the Contractor of an objection statement or payment is withheld as provided above), the Contractor shall be paid amount due, minus the retention amount stated in Sub-Clause 60.7 below.
- (f) In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix to Form of Tender upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's rights under Clause 69.

60.5 Payment for Materials and Equipment

- (a) If payment is requested for materials and equipment (a) in transit aboard ship having left the port of embarkation or (b) not incorporated in the Work but delivered and stored at the Site or at another location agreed to in writing, then the Application for Progress Payment shall be accompanied by such data, satisfactory to the Engineer, and will establish the Employer's title to the material and equipment and protect the Employer's interest therein, including applicable insurance.
- (b) Payment for local materials stored on the site will be restricted to cement and reinforcing steel.
- (c) Payment for such materials and equipment shall be based on a percentage of the Contractor's cost for materials and equipment in transit and/or stored at the Site stated in the Appendix to Form of Tender and shall not include any overhead or profit to the Contractor. Payment for materials and equipment shall not include charges for constructional plant or temporary works materials.

60.6 Documentation for Payment

Each interim statement and the final accounts statements must be accompanied by the following:

- (a) A USAID Standard Form 1034 stating the total amount of each payment request
- (b) The Contractor's invoice (one copy) describing the services performed and identifying the provisions in the Contract that contain the terms of payment.
- (c) For each shipment of equipment, materials and commodities during the period covered by the request for the payment, the following:
 - (i) Invoice and Contract Abstract, AID Form 1450-4, shall be prepared in accordance with its instructions.
 - (ii) Two copies or photographs of the bill of lading (ocean, charter party, airway, barge or truck) or parcel post receipt evidencing shipment from the source country or a free port or bonded warehouse to the Host Country. The bill of lading shall indicate the carrier's complete statement of charges including all relevant weights, cubic measurements, rates and additional charges whether or not freight is financed by USAID.
 - (iii) Where shipment is effected from a free port or bonded warehouse, two copies of the bill of lading, bearing a notation of the freight costs, covering shipment from the source to the free port or bonded warehouse and, if the free port or bonded warehouse is located within the Host Country, accompanied by a delivery receipt evidencing release from the free port or bonded warehouse to the Contractor. The date of the delivery receipt will be considered as the shipment date for the transaction and therefore must be dated within such delivery period as may be specified in the Direct Letter of Partial Commitment.
- (d) The Contractor's Certificate and Agreement with the Agency for International Development, Contractor's Invoice and Contract Abstract, Form AID 1440-3 which shall be prepared in accordance with instructions thereon.
- (e) A statement of compliance by the Contractor stating that as of the date of the payment request the Contractor is in full compliance with all terms and conditions of the Contract.
- (f) If the Contract has been terminated pursuant to the provisions herein, the claim for termination costs shall be accompanied by:
 - (i) Written justification by the Contractor supporting in detail the claimed charge.
 - (ii) Either written concurrence by the Employer to the Contractor's claim or a certified copy of an arbitration award.
- (g) With each monthly statement, the contractor shall submit the work program, a proof of

salary bank transfers for the newly graduate engineers, and a record of social security instalments for all assigned project staff.

In addition, the Employer shall attach the following to the interim statement:

- (a) A request by the Employer to USAID for making payment to the Contractor.
- (b) A certificate, signed and dated by the Employer as follows:
 - (i) For progress payments: "The Borrower/Grantee certifies that (1) the services (or equipment and materials) for which payment is requested have been satisfactorily performed (delivered) and (2) the payment requested is in accordance with the terms of the Contract".
 - (ii) For the final payment: "The Borrower/Grantee certifies that the services (or equipment and materials) for which final payment is invoiced meets in all respects the specifications prescribed in the covering Contract, and the amount invoiced is properly due and payable under the terms of the Contract".

60.7 Retention

The Employer shall deduct and retain an amount equal to ten (10) percent of each interim payment certified by the Engineer and not exceed (5%) of the total contract sum on each interim statement.

The retained amounts shall be paid upon MPWH receipt and acceptance of a Defects Liability Guarantee for the whole Works.

60.8 Final Accounts

- (a) Substantial Completion Statement

Not later than two months after Taking Over of the Contract, the Contractor shall submit to the Engineer a statement with supporting documents including those listed in Sub-Clause 60.6 above, showing in detail the value of the work in accordance with the Contract together with all further sums which the Contractor considers to be due to the Contractor under the Contract within (2 months) after receipt of this account and of all information reasonably required for its verification, the Engineer shall issue a certificate stating:

- i. The amount which in the Engineer's opinion is due under the Contract.
- ii. The balance due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be, after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, if any. Such balance shall, subject to Clause 47 hereof, be paid to or by the Contractor, as the case may require, within twenty-eight calendar days

of the certificate.

The Substantial Completion Payment is considered the Final Statement.

60.9 Monies or Credits Due to the Employer

Whenever, throughout the life of the Contract and before final payment, certain monies become due by the Contractor to the Employer, the Employer shall have the right to recover such costs by either of the following methods or a combination thereof:

- (a) Deduction from monies due to the Contractor, or to become due to the Contractor or retained by the Employer pending final acceptance of the Work, or
- (b) Recovered from the Contractor's surety.

60.10 Payment of Contractor's Obligations

The Contractor shall indemnify and save harmless the Employer, the Engineer, USAID and the Jordanian Government from all claims arising out of the demands of Subcontractors, laborers, Workers, mechanics, material suppliers and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary supplies incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Employer's request, furnish satisfactory evidence that all lawful obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Employer may, after having served written notice on the Contractor, either pay unpaid bills, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall this provision be construed to impose any obligations upon the Employer to the Contractor. In paying any unpaid bills of the Contractor, the Employer shall be deemed the representative of the Contractor, and any payment made by the Employer shall be considered as payment made under the Contract by the Employer to the Contractor, and the Employer shall not be liable to the Contractor for any such payment made in good faith.

60.11 Engineer's Liability for Payment Due to the Contractor

Nothing in the Contract or arising from the relationship between the Employer or USAID and the Engineer shall place any liability upon the Engineer for any payment due to the Contractor for or in respect of the Works or other obligations of the Contract.

60.12 Discharge

Upon submission of the Substantial Completion Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge, in the Form provided "Final Payment and Settlement Form", confirming that the total of the Substantial Completion Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract, excepting only the continuing maintenance of the Plant,

if applicable. Provided that such discharge shall become effective only after payment due under the certificate issued pursuant to Sub-Clause 60.8 has been made and the performance security referred to in Sub-Clause 10.1, if any, has been returned to the Contractor.

The Contractor shall give the Employer, with a copy to the Engineer, a similar discharge, in the Form provided, upon submission of the Final Statement.

Clause 62

Sub-Clause 62.1 Defects Liability Certificate

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

“Subjected to submitting a written discharge per Sub-Clause 60.7.

Clause 67

Sub-Clause 67.1 Engineer’s Decision

Replace the word “seventieth” in second paragraph, lines 3 and 4, and in third paragraph, line 3 with “thirty-fifth.”

Sub-Clause 67.2 Amicable Settlement

Delete the last sentence of sub-clause 67.2 and add the following:

The procedure to be used in this attempt at amicable settlement shall be to refer the subject dispute to a Dispute Resolution Board (DRB) for a finding. The DRB shall be constituted, function and compensated in accordance with the following.

(a) Establishment of the Dispute Resolution Board (DRB).

The DRB shall be comprised of three members. Within the 28 day period of time immediately subsequent to the date of execution of the Contract, the Employer and the Contractor shall each, formally appoint one person to serve as a member of the DRB. DRB Members #1 and #2, appointed one each by the Employer and the Contractor, shall select by mutual agreement Member #3 of the DRB not later than 45 days immediately subsequent to the date of execution of the Contract. In the event of failure by Members #1 and #2 to mutually agree upon selection of Member #3 within the allotted time then the Engineer shall select Member #3 not later than 60 days subsequent to the date of execution Contract. Member #3 shall serve as Chairman of the DRB.

(b) DRB Membership Requirements

All members of the DRB shall be experienced in the type of construction involved in the subject Project and in the interpretation of Contract Documents. It is imperative that no member have any conflict of interest.

No member of the DRB shall have an ownership interest in any party to the Contract, or a

financial interest in the Contract, except for payment for his services on the DRB.

Except for fee-based consulting services on other projects, no member of the DRB shall have been employed by a party to the Contract within a period of 18 months prior to award of the Contract, except as a member of a DRB on another project.

No member of the DRB may be employed by any party to the Contract or by the Engineer, during the life of the Contract, except as a member of the DRB.

DRB members shall not assign to any other person, company or organization, any of their duties or responsibilities emanating from or inherent in the performance of their work on the subject project.

DRB members shall be appointed for the duration of the Contract. Any DRB member may resign. Any DRB member may be terminated for cause, only by unanimous agreement of the parties to the subject Contract. Any replacement member shall be appointed in the same manner as the original member was appointed. The selection of a replacement member shall begin promptly and shall be completed within 60 days subsequent to the effective date of resignation or termination of the member to be replaced.

(c) DRB Scope, Procedures and Responsibilities.

The DRB shall meet to consider all disputed claims when either the individual nominal values or the aggregated nominal values are greater than JOD 177,500 (\$250,000), or in special instances when specifically requested, by both parties, to consider a Dispute regardless of nominal value. Disputed claims are those wherein the Engineer's decision under FIDIC Clause 67.1 has been formally rejected by either the Contractor or the Employer and one has notified the other of his intention to commence arbitration.

Practical deliberative procedures for activities of the DRB shall be developed and adopted, by majority vote of the members of the DRB, so as not to conflict with the pertinent and related clauses of the subject contract. Subject procedures shall be developed and adopted by the DRB within 56 days subsequent to the date of designation of Member #3 of the DRB.

No later than the forty-ninth day, or such later date as may be mutually agreed by the Employer and the Contractor, after the day on which the DRB received the notice from either the Employer or the Contractor of the intention to submit the matter in dispute to the DRB, the DRB shall be convened for hearings on the matter in dispute in the manner as described below:

(i) The hearings shall be conducted at the site of the Project, or at any other location as may be mutually agreed by the Employer and the Contractor. All hearings shall be conducted in the presence of the Employer, the Engineer and the Contractor. The Chairman of the DRB shall preside over the hearings. The DRB may question any instruction and may request clarification or other data they deem may assist them in arriving at their finding.

(ii) Each member shall keep his own notes. When considered necessary, the DRB may request the keeping of a formal record.

(iii) The DRB shall complete the hearings on the matter in dispute within a time period of not more than 28 days.

(iv) After the hearings are completed, the DRB shall meet privately to formulate its finding. These meetings shall be held at the site, or any location mutually agreed to by the Employer and the Contractor. During these deliberations, all members shall refrain from disclosing their individual opinions, outside of their private meetings. The DRB shall make a concerted effort to reach a unanimous finding. If this is impossible, the majority members shall submit the DRB finding and the minority member may submit a separate report.

(v) The DRB finding, together with the reasons therefore, shall be prepared in writing and submitted to the Employer and the Contractor, with a copy to the Engineer, not later than 28 days after the DRB hearings are concluded, or such later date as may be mutually agreed by the Employer and the Contractor.

(vi) If the DRB has given notice of its finding as to a matter in dispute to the Employer and the Contractor and no notification of intention to proceed to arbitration as to such dispute has been given by either the Employer or the Contractor on or before the fifty-sixth day after the day on which the parties received notice as to such finding from the DRB, the said finding shall become final and binding upon the Employer and the Contractor.

(vii) If either the Employer or the Contractor is dissatisfied with any finding of the DRB or if the DRB fails to render its finding on or before 28 days after the day on which the hearings were concluded or should have been concluded, or on or before such later date as may have been mutually agreed by the Employer and the Contractor, then either the Employer or the Contractor may, on or before the fifty-sixth day after the day on which he received notice of such finding, or on or before the fifty-sixth day after the day on which the said period of 28 days or such mutually agreed later date has expired, as the case may be, give notice to the other party, with a copy for information to the Engineer of his intention to proceed to arbitration, as hereinafter provided as to the matter in dispute. No arbitration in respect thereof may be commenced unless such notice is given.

(viii) All Documentation submitted to a DRB and the proceedings record of the subject DRB hearings, including its finding, shall be admissible as evidence in any subsequent arbitration that may occur under the provisions of FIDIC Sub-Clause 67.3.

(d) DRB members each shall:

(i) Guarantee their availability as required to meet the time conditions of the DRB procedures.

(ii) Maintain, in his home office, a current working file containing all of the documents supplied by the Employer, the Engineer and the Contractor as well as all documents generated by the DRB.

(iii) Be conversant with the development of the Project by studying all documents received.

(iv) In addition to site visits required by DRB Procedures, if requested by the Employer and the Contractor, visit the site together with the other DRB members in order to review the progress of

the Works and the status of any contractual matter in which the DRB may eventually be involved. The request for the visit of the DRB shall include a proposed agenda mutually agreed to by the Employer and the Contractor. These site visits shall be scheduled according to the progress of the Works. The exact dates shall be as established by the Employer and the Contractor with a minimum of 49 days notice. All site meetings conducted by the DRB shall be attended by the Engineer, the Employer and the Contractor. Prior to departing from a site visit, the DRB shall convene with the Employer, the Engineer and the Contractor, and prepare and sign minutes of the visit which will include confirmation of any advice or findings provided.

(e) Payment of DRB Costs.

The Employer and the Contractor shall each bear all costs of its own DRB appointee, i.e. fees, travel, lodging, meals, communications, etc, In addition, the Employer and the Contractor shall each bear 50% of all costs of Member #3.

Site expenses such as administrative services, meeting facilities, and secretarial services for all DRB members shall be borne entirely by the Employer.

Sub-Clause 67.3 Arbitration

Replace Sub-Clause 67.3 with the following:

Any dispute in respect of which:

(a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 67.1, and

(b) amicable settlement has not been reached in accord with Sub-Clause 67.2,

shall be finally settled, unless otherwise specified in the Contract, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under such Rules. The said arbitrator/s shall have full power to open up, review, and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.

Neither party shall be limited in the proceedings before such arbitrator/s to (i) the evidence or arguments put before the Engineer for the purpose of obtaining the Engineer's decision pursuant to Sub-Clause 67.1 and or (ii) the evidence or arguments put before the DRB for the purpose of obtaining a finding pursuant to Sub-Clause 67.2. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute, nor will a finding issued by the DRB disqualify any member of the DRB from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

Any and all arbitration shall take place in the Hashemite Kingdom of Jordan.

Clause 68

Delete Sub-Clauses 68.1 and 68.2, renumber Sub-Clause 68.3 as Sub-Clause 68.4 and insert the following Sub-Clauses:

- 68.1 The Contractor shall maintain a registered office in Jordan, other than the Contractor's Site office, to which all notices, letters and other communications to the Contractor may be delivered. Such notices, letters and communications may alternatively be mailed directly to the Site office, copied to the Contractor's office in Jordan, and all such communications taken as if mailed to the Principal Office.
- 68.2 The address of the Employer appearing in the Instructions to Tenderers is hereby designated as the place to which all notices, letters and other communications to the Employer shall be mailed or delivered.
- 68.3 Except for notices as aforesaid, all written communications from the Contractor to the Engineer shall be addressed to the Engineer in care of the Engineer's Representative at the Representative's Site office. The Engineer's office address is as stated in Sub-Clause 1.1 herein above.

Clause 69 – Default of Employer

Sub-Clause 69.1 - Default of Employer

Delete reference to Sub-Clause 60.10 in paragraph (a) and substitute with reference to Sub-Clause 60.4.

Delete Paragraph (c) and renumber Paragraph (d) as (c).

Sub-Clause 69.4 - Contractor's Entitlement to Suspend Work

Delete references to Sub-Clause 60.10 and substitute with reference to Sub-Clause 60.4.

Sub-Clause 69.5 - Resumption of Works

Delete references to Sub-Clause 60.10 and substitute with reference to Sub-Clause 60.4.

Clause 70 – Change in Cost and Legislation

Delete Sub-Clauses 70.1 and 70.2 and substitute:

- 70.1 There shall be no variation in the Contract Price throughout the Contract Period as a result of any variation in the cost of materials for permanent or temporary Works, or of fuel, or power, or of freight or insurance rates, or in the rates of wages or allowances payable to or in respect of labor, or as a result of any changes in conditions of employment of labor, with

the exception of cement, reinforcement steel and asphalt.

The Variation in the material prices of cement, reinforcement steel and asphalt shall be paid or deducted as follows:

(a) The prices of items containing cement, reinforcement steel or asphalt are considered to be based upon the price of cement and steel at the factory and the price of asphalt at the refinery at the time of submission of Tender.

(b) If a Government order is issued after the date of submission of Tenders contemplating increase or decrease of prices of cement, steel reinforcement or asphalt, then the Contractor must submit to the Employer calculations of the quantities of said materials required to be purchased for the completion of the Project's Works, checked and certified by the Engineer.

The calculations for cement and reinforcement shall be based upon their required minimum quantity used in concrete according to the type/class of concrete, all as indicated in the Technical Specifications.

(c) In no case shall allowance be made for waste or loss in these quantities.

(d) The quantities of cement, reinforcement or asphalt stored in the Site Stores shall be deducted from the quantities required for the completion of the Project and which were calculated under paragraph (b).

The following are additional Clauses:

Clause 73 Bribery and Corruption

73.1 No offer, payment, consideration, or benefit of any kind which constitutes an illegal corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this Contract. Any such practice will be grounds for canceling the procurement, terminating a Tenderer's consideration for award, or terminating the award of the Contract, and for such other additional actions, civil and/or criminal, as may be applicable.

Clause 74 Host Country Taxes

74.1 Pursuant to the bilateral agreement between the United States Government and the Government of Jordan, the Contractor, its subcontractors and their employees who are not citizens or permanent residents of Jordan shall be free of all taxes, fees, levies, customs, or impositions imposed under laws in effect in the Kingdom with respect to all work and services performed under this Contract, except that Jordanian Contractors and subcontractors and their employees are subject to Jordanian Income taxes. This exemption includes all customs, duties and registration fees.

74.2 With respect to imported shelf items and locally manufactured items, "identifiable" taxes, fees, customs, levies, or impositions of the Government or any subdivision thereof are

those which are added to the price of goods or services and stated separately on invoices for same. These charges shall be identified and submitted with the monthly statement. With respect to items imported for the Project, any taxes, fees, customs, levies or impositions of the Government or any subdivision thereof shall be paid by the Employer.

- 74.3 The personal effects (including vehicles) of the Contractor and those of its employees who are not citizens or permanent residents of the Host Country shall be free of all taxes imposed by laws in effect in the Kingdom with respect to such personal effects.
- 74.4 The Government will allow the Contractor to import free of customs and duties such materials and equipment as may be required for the services under this Contract provided such items are either re-exported or transferred to the Government at the conclusion of the Contract. The Contractor shall comply with USAID source and Nationality rules with regards to imported items.
- 74.5 Any taxes, fees, levies, customs or impositions within the scope of Sub-Clauses 74.1 through 74.3 above, paid by the Contractor shall be reimbursed by the Employer provided however, i) the Employer shall not reimburse the Contractor for any taxes paid for imported shelf items and locally manufactured items unless such taxes are identifiable as described in Sub-Clause 74.2 above and identified and submitted with monthly statements, ii) that the Employer shall not reimburse the Contractor for any taxes paid for which an exemption was available to the Contractor. iii) that the Employer shall not reimburse the Contractor for any taxes paid for items that are not in compliance with USAID 937 source requirements.
- 74.6 Imported Shelf Items: Are goods that are normally imported and kept in stock, in the form in which imported, for sale to meet a general demand in the country of the item.

Clause 75 Laws, Regulations and Orders

- 75.1 The Contractor shall make itself fully acquainted with the Laws, Regulations and Orders of the Government of the Hashemite Kingdom of Jordan and shall conform in all respects therewith during the continuance of the Contract. The Contractor shall conform similarly with any such Laws, Regulations and Orders that may come into force after the date of the Contractor's Tender.

The Work requires a degree of interaction and liaison with various local authorities and agencies. In addition to the Laws and Regulations that are applicable to these functions, the Contractor will be expected to take full account of all local customs and business practices as necessary for the Contractor to perform these functions effectively.

The Contractor shall be deemed to have fully informed itself about local customs and business practices that may affect its ability to perform the Works. The Contractor will be deemed to have taken full account of the effect that working in a foreign environment may have on his ability to perform the Works, and will be expected to adapt itself and its organization to these local conditions, and to have adequately allowed for this in its Tender.

The contents of the documents shall in no way be considered a substitute for a general knowledge of the working environment and the social, economic, political, and demographic conditions prevailing in the Project area.

- 75.2 The Contractor will be required to conform to all pertinent Government Regulations and Laws of the Government of the Hashemite Kingdom of Jordan in respect of the following:
- (a) Regulations governing the use and storage of explosives for blasting.
 - (b) Photographing of the Works for the purposes of publication or advertising.
 - (c) Any undertaking required to be given in respect of the non-disclosure of secret information.
- 75.3 The Contractor will be deemed to have acquainted itself with all details in respect of the requirements of Sub-Clauses 75.1 and 75.2 and to have included for compliance with same in the Contract Price.

Clause 76 Declaration Against Waiver

- 76.1 The condoning by the Employer or the Engineer of any breach or breaches by the Contractor or an authorized Subcontractor of any of the stipulations and conditions contained in this Contract shall in no way prejudice or affect or be construed as a waiver of the Employer's rights, powers, and remedies under the Contract in respect of any other breach or breaches as aforesaid.

Clause 77 Legal Effect of USAID Approvals and Decisions

- 77.1 The parties hereto understand that the Contract has reserved to USAID certain rights such as, but not limited to, the right to approve the terms of this Contract, the Contractor, and any or all plans, reports, specifications, subcontracts, bid documents, drawings, or other documents related to this Contract and the Project of which it is part. The parties hereto understand and agree that USAID, in reserving any or all of the foregoing approval rights acts solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USAID to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing this Project and shall not be construed as making USAID a party to the Contract. The parties hereto understand and agree that USAID may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties jointly or separately, without thereby incurring any responsibilities or liability to the parties jointly or to any one of them. Any approval (or failure to disapprove) by USAID shall not bar the Employer or USAID from asserting any rights, or relieve the Contractor of any liability which the Contractor otherwise have to the Employer or USAID.
- 77.2 The parties hereto understand that the Contract has reserved to USAID certain rights such as, but not limited to, the right to approve the terms of this Contract, the Contractor, and any or all plans, reports, specifications, subcontracts, Tenders documents, drawings, or other documents related to this Contract and the Project of which it is part. in addition, both parties

acknowledge that all variation orders, time extensions, or increase to the signed contract ceiling of any value shall be pre-approved by USAID. The parties hereto understand and agree that USAID, in reserving any or all of the foregoing approval rights acts solely as a financing entity to assure the proper use of (U.S.) Government funds, and that any decision by USAID to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing this Project and shall not be construed as making USAID a party to the Contract

Clause 78 Commodities and Services - Source, Nationality, and Delivery

78.1 General – Source and Nationality

- (a) Regulations. The regulations for procurement of commodities and services financed by USAID under this Contract and any sub-contracts are set forth in Title 22 of the (U.S.) Code of Federal Regulations, Part 228 Rules for Procurement of Commodities and Services Financed by USAID (22 CFR 228). The Contractor shall follow these regulations. Key provisions are outlined in this Clause.
- (b) Geographic Code. The authorized Geographic Code for procurement under this Contract is Code 937. Code 937 includes the (U.S.) , the cooperating country (Jordan), and developing countries, but excludes prohibited sources. The lists of developing countries and of prohibited source countries are available on the USAID Automated Directives System (ADS) Chapter 310.
- (c) Source of Commodities. The Source of all commodities financed under the Contract shall be Code 937. The Source requirement does not apply to goods owned by the Contractor prior to Tender opening. Contractors are prohibited from engaging suppliers of commodities in an authorized country to import commodities from a country outside of the authorized principal geographic codes for the purposes of circumventing the requirements of this rule.
- (d) Nationality of Suppliers of Commodities and Services. The suppliers of all commodities and services financed under the Contract shall have their Nationality in Code 937, as follows:
 - i) if an individual, except as provided in Subclause 78.3, be a citizen or lawful permanent resident (or have equivalent immigration status) of a country in Code 937.
 - ii) if an organization,
 - (1) Be incorporated or legally organized under the laws of a country in Code 937;
 - (2) Must be operating as a going concern in a country in Code 937; and either
 - (3) Be managed by a governing body, the majority of whom are citizens or lawful permanent residents (or equivalent immigration status) of countries in Code 937, or
 - (4) Employ citizens or lawful permanent residents (or equivalent immigration status) of a country in Code 937 in more than half its permanent full-time positions and more than half of its principal management positions.

- (e) Nationality of Employees and Individuals under Contracts or Subcontracts for Services. The rules set forth in Subclause 78.1(d) do not apply to the employees of contractors, or individuals providing technical or professional services to contractors. However, such individuals must not be citizens or lawful permanent residents (or equivalent immigration status) of countries which are prohibited sources
- (f) Ineligible Suppliers. No equipment, materials or services shall be eligible for USAID financing if offered by a supplier or subcontractor on any list of suspended, debarred, or ineligible suppliers used by USAID or MPWH. The website for locating firms and individuals debarred by the US Government is: www.sam.gov.
- (g) Waivers. Under certain circumstances, USAID may approve, in writing, a waiver of the rules in 22 CFR 228, including the Source and Nationality requirements. Any individual transaction not exceeding \$25,000, excluding those covered by special procurement rules in 22 CFR 228.19 or those from prohibited sources, does not require a waiver and is authorized without USAID approval.
- (h) Key Definitions.
- **Commodities or goods** means any material, article, supply, good, or equipment.
 - **Free Port or Bonded Warehouse** is a special customs area with favorable customs regulations (or no customs duties and controls for transshipment).
 - **Nationality** refers to the place of legal organization, ownership, citizenship, or lawful permanent residence (or equivalent immigration status to live and work on a continuing basis) of suppliers of commodities and services.
 - **Services** means the performance of identifiable tasks, rather than the delivery of an end item of supply.
 - **Source** means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of the purchase, irrespective of the place of manufacture or production, unless it is a prohibited source country. Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, “source” means the country from which the commodity was shipped to the free port or bonded warehouse.
 - **Supplier** means any person or organization, governmental or otherwise, who furnishes services, commodities, and/or commodity-related services, including delivery or incidental services, financed by USAID.

For additional definitions refer to 22 CFR 228.01.

78.2 Foreign Government-Controlled Organizations

Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services, except if their eligibility has been established by a waiver approved by USAID. Government ministries or agencies of the cooperating/recipient country, including those at the regional and local levels, and government educational institutions, health care providers, and other technical entities of the cooperating/recipient country not formed primarily for commercial or business purposes, are eligible as suppliers of commodities and services.

78.3 Special Procurement Rules for Construction

- (a) When the estimated cost of a contract for construction is \$10 million or less and only local firms will be solicited, a local corporation or partnership which is a foreign-owned (owned or controlling interest by individuals not citizens or permanent residents, or equivalent immigration status, of the (U.S) or the cooperating/recipient country) local firm will be eligible if it is determined by USAID to be an integral part of the local economy, see paragraph (b) of this section. However, such a determination is contingent on first ascertaining that no (U.S.) construction company with the required capability is currently operating in the cooperating/recipient country or, if there is such a company, that it is not interested in tendering for the proposed contract.
- (b) A foreign-owned local firm is an integral part of the local economy provided:
 - (1) It has done business in the cooperating/recipient country on a continuing basis for at least three years prior to the issuance date of invitations for tenders or requests for proposals to be financed by USAID;
 - (2) It has a demonstrated capability to undertake the proposed activity
 - (3) All, or substantially all, of its directors of local operations, senior staff and operating personnel are lawfully resident (or equivalent immigration status to live and work on a continuing basis) in the cooperating/recipient country; and
 - (4) Most of its operating equipment and physical plant are in the cooperating/recipient country.

78.6 Nationality of Employees and Individuals under Contracts and Subcontracts for services

- (a) The rules set forth in Clause 78 do not apply to the employees of Contractors, or individuals providing technical or professional services to recipients or Contractors. However, such individuals must not be citizens or lawful permanent residents (or equivalent immigration status) of countries which are prohibited sources.
- (b) For USAID-financed construction projects where the contract is awarded to a U.S. firm, at least half of the supervisors, and any other specified key personnel, working at the project site must be U.S. citizens or permanent legal residents of the United States.

78.4 Special Source Rule for Motor Vehicles

Motor vehicles must be manufactured in the (U.S) to be eligible for USAID financing. Any vehicle to be financed by USAID under a long-term lease or where the sale is to be guaranteed by USAID must be manufactured in the (U.S). However, financing of transportation or driver services from an individual or commercial entity and not directly financing the purchase or lease of a vehicle, is subject to the requirements of Sub-Clause 78.3.

Financing transportation or driver services means:

- (1) The vehicle is independently owned or leased by the hired driver or company;
- (2) The vehicle will be maintained by the individual or commercial entity and driven only by the hired driver(s); and
- (3) The vehicle is not directly leased, either as a separate line item in the contract separate from the cost of the driver's services, or under a separate contract.

78.5 Delivery Services and Insurance

- (a) With respect to ocean or air freight, "source" means the country of registry of the ocean vessel or aircraft at the time of shipment.
- (b) Costs of ocean or air transportation and related delivery services may not be financed under the Contract if the costs are for transportation under an ocean vessel or air charter that does not meet the requirements of this section.
- (c) Except as USAID may otherwise agree in writing, the Contractor will insure, or cause to be insured, goods financed under the Contract imported for the Contract against risks incident to their transit to the point of their use under the Contract. Such insurance will be issued on terms and conditions consistent with sound commercial practice and will insure the full value of the goods. Any indemnifications received by the Contractor under such insurance will be used to replace or repair any material damage or any loss of the goods insured or will be used to reimburse the Contractor for the replacement or repair of such goods.

78.6 Cargo Preference

Unless USAID determines that privately owned (U.S.) -flag commercial ocean vessels are not available at fair and reasonable rates, or otherwise agrees in writing:

- (1) At least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by USAID which may be transported on ocean vessels will be transported on privately owned (U.S.) -flag commercial vessels; and
- (2) At least fifty percent (50%) of the gross freight revenue generated by all shipments financed by USAID and transported to Host Country on dry cargo liners shall be paid to or for the benefit of privately owned (U.S.) -flag commercial vessels. Compliance with the requirements of (1) and (2) of this subsection must be

achieved with respect to both any cargo transported from U.S. ports and any cargo transported from non-U.S. ports, computed separately.

The Contractor shall not ship equipment, material, or other goods procured for the performance of this Contract on any ocean or air carrier which has been chartered for the carriage of such items until the Contractor has received written notice from the Employer that the charter has been approved by USAID.

78.7 Marine Insurance

Marine insurance on goods financed by USAID and transported to Host Country under this Contract is subject to the following conditions:

- (1) In the case of insurance, "source" means the country in which such insurance is placed. Insurance is placed in a country if payment of the insurance premium is made to and the insurance policy is issued by, an office located in the country.
- (2) Insurers of any country, except for prohibited sources, may be used if the government of the country in which the insurance is placed does not discriminate against (U.S.) marine insurance carriers by statute, decree, or regulation.
- (3) If at any time USAID determines that the Government of the host country by statute, decree, rule or regulation discriminates, with respect to USAID-financed procurement, against any marine insurance company authorized to do business in the (U.S.) , then USAID shall require that any USAID-financed goods thereafter shipped to the host country shall be insured against marine risks, and that such insurance shall be placed in the (U.S.) with a company or companies authorized to do insurance business in the (U.S.).

Clause 79 Audit and Records

79.1 The Contractor shall maintain books, records, documents, and other evidence to substantiate, without limitation, all costs incurred under or in connection with the Contract and to substantiate the other Contract requirements in accordance with generally accepted accounting principles prevailing in the (U.S.), the Cooperating Country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to substantiate properly all transactions under or in connection with the Contract. This Clause does not apply to cost records for non-reimbursable cost items incurred under fixed-price (lump sum or unit price) contracts, but it does apply to records concerning source of goods and other comparable Contract requirements applicable to such items. The foregoing constitute "records" for the purpose of this Clause.

79.2 The Contractor shall maintain such records during the Contract term and for a period of 3 years after final payment. However, records that relate to appeals or litigation or the settlement of claims, including through the Dispute Adjudication Board or amicable settlement, arising out of the performance of this Contract shall be retained until such appeals, litigation, or claims have been finally settled.

- 79.3 All records shall be subject to inspection and audit by the (U.S.) Government, the Contracting Agency, or its authorized agents at all reasonable times. The Contractor shall afford the auditor proper facilities for such inspection and audit.
- 79.4 The Contractor further agrees to include in all its subcontracts hereunder a provision that the Subcontractor agrees to maintain such records and that the U.S. Government, the Contracting Agency, or any of its authorized agents shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine any records of such Subcontractor involving transactions related to the subcontract.

Clause 80 Use of US Flag Carriers

80.1 The Contractor shall utilize U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carrier is available, in accordance with the following criteria

(a) If a U.S. flag air carrier cannot provide the international air transportation needed, or if the use of a non U.S. flag carrier is approved by USAID in order to accomplish the Agency's mission, foreign-flag air carrier service may be deemed necessary.

(a) Passenger or freight service by a U.S.-flag air carrier is considered available even though:

- (i) Comparable or a different kind of service can be provided at less cost by a foreign-flag air carrier;
- (ii) Foreign-flag air carrier service is preferred by, or is more convenient for, the Contractor or traveler.

(c) Except as provided in Paragraph (a) above, U.S.-flag air carrier service shall be used for commercial foreign air travel under this Contract if service provided by U.S.-carriers is available. In determining availability of U.S.-flag air carrier, the following scheduling principles shall be followed unless their application would result in the last or first leg of travel to or from the United States being performed by a foreign-carrier:

- (i) U.S.-flag air carrier service available at point of origin shall be used to destination, or in the absence of direct or through service, to the farthest interchange point on a usually traveled route.
- (ii) When an origin or interchange point is not served by a U.S.-flag air carrier, foreign-flag air carrier service shall be used only to the nearest interchange on a usually traveled route to connect with U.S.-flag air carrier service.
- (iii) When a U.S.-flag air carrier involuntarily reroutes the traveler via a foreign air carrier, the foreign-flag air carrier may be used notwithstanding availability of alternative U.S.-flag air carrier service.

(d) For travel between a gateway airport in the United States and gateway airport abroad,

passenger service by U.S.-flag air carrier shall not be considered available if:

- (i) The gateway airport abroad is the traveler's origin or destination airport and the use of U.S.-flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by a foreign-flag air carrier; or
 - (ii) The gateway airport abroad is an interchange point and the use of U.S.-carrier service would require the traveler to wait 6 hours or more to make connections at that point, or if delayed departure from, or accelerated arrival at the gateway airport in the United States would extend time in a travel status at least 6 hours or more than travel by a foreign-flag air carrier.
- (e) For travel between two points outside the United States, the rules in Paragraphs (a), (b) and (c) shall be applicable, but passenger service by a U.S.-flag air carrier shall not be considered to be available if:
- (i) Travel by a foreign-flag air carrier would eliminate two or more aircraft changes in route;
 - (ii) One of the two points abroad is the gateway airport en-route to or from the United States and the use of a U.S.-flag air carrier would extend the time in a travel status by at least 6 hours more than travel by a foreign-flag air carrier, including accelerated arrival at the overseas destination or delayed departure from the overseas origin, as well as delay at the gateway airport or other interchange point abroad; or
 - (iii) The travel is not part of the trip to or from the United States and the use of a U.S.-flag air carrier would extend the time in a travel status by at least 6 hours more than travel by a foreign-flag air carrier including delay at origin, delay en-route, and accelerated arrival at destination.
- (f) For all short-distance travel under either Paragraphs (d) or (e) above, U.S. air carrier service shall not be considered available when the elapsed travel time on a scheduled flight from origin to destination airport by foreign-flag air carrier would involve twice such travel time.

80.2 In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, it will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by U.S.-flag air carrier was unavailable for the following reasons:

[State reasons]

80.3 If travel is by indirect route or the traveler otherwise fails to use available U.S.-flag air carrier service, and the certification required by Sub-Clause 80.2 above is not attached to the applicable voucher, USAID will not finance the amount determined under the following formula:

Sum of U.S.-flag carrier segment mileage
Authorized
_____ X fare payable by Government
Sum of all segment mileage authorized

MINUS

Sum of U.S.-flag carrier segment mileage traveled
_____ X Through fare paid
Sum of all segment mileage traveled

80.4 The terms used in this Clause have the following meanings:

(a) "Gateway airport abroad" means the airport from which the traveler last embarks en-route to the United States or at which the traveler first debarks incident to travel from the United States.

b) "Gateway airport in the United States" means the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives.

(c) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

(d) "U.S.-flag air carrier" means an air carrier holding a certificate under section U.S. Federal Aviation Act of 1958 (49 U.S.C. 1371).

80.5 The Contractor shall include the substance of this Clause, including this Sub-Clause in each subcontract or purchase order hereunder which may involve international transportation.

Clause 81 Marking

81.1 The Contractor shall ensure that Project construction Sites and other Project locations are identified with display signs, suitably marked with the USAID handclasp symbol, indicating participation by the (U.S) Government in the Project. Temporary signs must be at the beginning of construction and be replaced by permanent signs, plates or plaques, marked with the USAID handclasp symbol, upon completion of construction. The USAID mission in Host Country will provide information on marking requirements for the project.

Clause 82 Termination for Convenience of the Employer

- 82.1 If at any time before completion of work under the Contract it shall be found by the Employer that reasons beyond the control of the parties render it impossible or against the interest of the Employer to complete the Work, the Employer at any time, by written notice to the Contractor, may discontinue the Work and terminate the Contract in whole or in part. Upon the service of such notice of termination, the Contractor shall discontinue to work in such manner, sequence and at such times as the Engineer may direct, continuing and doing after said notice only such work and only until such time or times as the Engineer may direct. The Contractor shall have no claim for damages for such discontinuance or termination of the Contract but the Contractor shall receive compensation for reasonable expenses incurred in good faith for the performance of the Contract and for reasonable expenses associated with termination of the Contract. The Employer will determine the reasonableness of such expenses. The Contractor shall have no claim for anticipated profits on the work thus terminated, nor any other claim, except work actually performed at the time of complete discontinuance, including any variations authorized by the Engineer to be done under the section dealing with variation, after the date of said order, and for any claims for variations occurring up to the date of said notice of termination.
- 82.2 In the event that the Work shall be so discontinued and the Contract terminated, the satisfactory completion of such Work as the Engineer may thereafter direct in satisfactory compliance with the terms of said order shall be deemed the completion of the Work specified in this Contract, and the final statement shall be of the amount of work completed to the time of such discontinuance and termination together with such other items as may be due to the Contractor in accordance with the provisions of this Clause.

Clause 83 Inspection, Testing and Rejection during Manufacture of Mechanical and Electrical Equipment

- 83.1 The Engineer shall be entitled at all reasonable times during manufacture of mechanical and electrical equipment to inspect, examine, and test on the Contractor's premises the materials, workmanship and performance of all equipment to be supplied under the Contract and if any part of the said equipment is being manufactured on any other premises, the Contractor shall obtain for the Engineer permission to inspect, examine, and test as if the said equipment were being manufactured on the Contractor's premises. USAID staff members shall be entitled at all reasonable times to inspect and examine all works done under the Project. Such inspection, examination, or testing shall not release the Contractor from any obligation under the Contract.
- 83.2 The Contractor shall agree with the Engineer the date on and the place at which any equipment will be ready for testing as provided in the Contract and even if the Engineer does not attend at the place so named on the date agreed, the Contractor may proceed with the tests and readings. The Engineer shall give the Contractor 24 hours notice in writing of the Engineer's intention to attend the tests.
- 83.3 Where the Contract provides for tests on the premises of the Contractor or at the place of manufacture of the said equipment the Contractor except where otherwise specified shall provide free of charge such assistance, labor, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably required by the Engineer to carry out such

tests efficiently.

- 83.4 If after inspecting, examining or testing of any equipment the Engineer shall decide that such equipment or any part thereof is defective or is not in accordance with the Contract, the Engineer may reject the said equipment or part thereof by giving to the Contractor, within a reasonable time, notice in writing of such rejection stating therein the grounds upon which the said decision is based. The Contractor shall with all speed make good the defect or ensures that the equipment complies with the Contract. Thereafter, if required by the Engineer, the tests shall be repeated under the same terms and conditions save that all reasonable expenses which the Employer may have incurred by the repetition of the tests shall be deducted from the Contract Price.
- 83.5 As and when the equipment shall have passed the tests referred to in this Clause, the Engineer will furnish to the Contractor a certificate in writing to that effect.

Clause 84 Delivery, Storage and Safekeeping of Equipment

- 84.1 After the equipment has been inspected and tested by the Engineer and a certificate thereof has been issued, the Contractor may arrange for shipment of such equipment to Site in accordance with the program agreed with the Engineer. Should the Contractor wish to ship it to the Site in advance of the agreed program, it may only be done with the prior approval of the Engineer. Otherwise, the Contractor shall arrange storage at the Contractor's own accommodations acceptable to the Engineer. The Contractor shall be deemed to have included in its Tender for such storage. The Contractor shall offer the equipment for inspection by the Engineer prior to removal from storage for shipment. Any equipment or part thereof found to be defective during inspection shall be made good or replaced and retested in with Clause 83.

Clause 85 Advise of Dispatch of Equipment

- 85.1 The Contractor shall forward to the Engineer advice of dispatch of the equipment from the (U.S.) or from the Host Country so that such notice is received no later than two weeks before the anticipated dispatch of the goods to the Site.

Clause 86 Erection and Testing of Equipment

- 86.1 The Contractor shall arrange for each item of equipment to be erected by skilled labor acceptable to the Engineer. All pumping equipment, switchgear, controls, and instrumentation including associated cabling shall be installed by specialists in their respective fields.
- 86.2 The Contractor shall provide adequate protection for the equipment until the Taking Over Certificate is issued.
- 86.3 No equipment or parts shall be installed or erected in buildings or structures until those parts of the Works have been completed to the required state of readiness and are acceptable to the Engineer.

86.4 At the completion of erection of the equipment, and after each item of the equipment for operation of the Works has been tested by the Contractor under working conditions and found to be in working order, the equipment shall be offered for inspection and testing to the Engineer in accordance with the relevant sections of the Specifications.

Clause 87 Operating, Maintenance Instructions for Equipment and Record Drawings

87.0 The Contractor shall submit to the Engineer not less than one month prior to inspection and testing of equipment, draft copies of the Operating and Maintenance Instructions and record drawings for the equipment in question. The Operating and Maintenance Instructions and record drawings shall be completed prior to the issuance of a Taking Over Certificate.

Clause 88 Limitation of Damages

88.1 Either party to the Contract who causes a breach of the Contract shall be responsible for damages and shall be under a duty to take all necessary measures to mitigate damages. Indirect and consequential damages are excluded except in case of gross negligence and in this case, the party shall also be under a duty to take all necessary measures to mitigate damages.

Clause 89 Disposition of Personal Property in the Cooperating Country

89.1 When a Contractor's employee or a family member who is present in the Cooperating Country as a dependent under the Contract, disposes of personal property which has been imported or acquired under an exemption of Cooperating Country import restrictions, customs, duties, or taxes by virtue of his/her status under this or a predecessor USAID-financed contract; such disposition shall be subject to rules contained in 22 CFR Part 136 to the extent that these rules are applicable to the employees of U.S. Government Contractors in the Cooperating Country, This restriction applies under either grant- or loan-funded contracts, notwithstanding reference to only grant-funded contracts in 22 CIFIR Part 136. As used in this Clause, the term "Contractor employee" includes any consultants, experts, or other personnel of the Contractor.

89.2 The Contractor will (1) develop and apply appropriate disciplinary procedures for violations of the rules; procedures that are comparable to those applicable to U.S. Government employees at the same post, (2) notify those employees that are subject to the rules of the content and implications of the rules and the disciplinary procedures, and (3) obtain (and retain in the Contractor's records) written acknowledgment of this notification from those employees.

89.3 The Contractor agrees to incorporate the substance of this Clause, including this Sub-Clause 89.3, in all subcontracts under this Contract if performance in the Cooperating Country is required.

Clause 90 - Equal Employment Opportunity

- 90.1 The Contractor (if a US firm), will not discriminate in recruitment or employment conditions of personnel hired in the (U.S) because of race, religion, color, sex, or national origin and will maintain compliance with its equal employment opportunity obligations under Executive Order 11246, as amended, and regulations and orders issued thereafter.

Clause 91 - Special Clause

- 91.1 No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the (U.S.)of an enterprise located in the (U.S.) if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the (U.S.).
- 91.2 No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.
- 91.3 No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.
- 91.4 All material, plant and services financed by USAID, unless otherwise agreed to in writing by USAID, shall be devoted to the Project until the completion of the Work, and thereafter be used to the utmost advantage in the Work.
- 91.5 Material, plant and services financed by USAID, except as USAID may otherwise agree in writing, shall not be used to promote or assist a foreign aid project or activity associated with or financed by a country excluded from the Free World as listed in Code 935 of the USAID Geographic Codes in effect at the time of Award of Contract.

Clause 92 – Interference with or by Other Contractors

- 92.1 Should the Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the Contractor’s performance of the Work at the Site be made by any separate contractor against the Contractor, Employer, Engineer or any other person, then the Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. The Contractor shall save harmless and indemnify the Employer and Engineer from all claims, proceedings, damages, costs and expenses arising out of, or in relation to, any action, legal or equitable, brought by any separate contractor against the Employer and/or the Engineer to the full extent of any claim arising out of the Contractor’s performance of the Work.
- 92.2 Should a separate contractor cause damage to the work or property of the Contractor or should the performance of work by any separate contractor at the Site give rise to any other claim, then the Contractor shall not institute any action, legal or equitable, against the Employer and/or the Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from the Employer or the Engineer on account of

any such damage or claim.

- 92.3 If the Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, then the Contractor shall provide notification and detailed particulars to the Engineer in accordance with Clause 44.2, and the Engineer, in accordance with Clauses 44.1 and 44.3, shall determine the extent of any adjustment in Time for Completion as stated in the Appendix to Tender attributable thereto. An extension of the Time for Completion shall be the Contractor's exclusive remedy with respect to the Employer and the Engineer for any delay, disruption, interference or hindrance caused by any separate contractor. No financial claims against the Employer or Engineer will be allowed for any delay, disruption, interference or hindrance caused by any separate contractor.

Clause 93 Manufacturers Specified

- 93.1 An item equal to that named or described in the Technical Specifications of the Contract may be furnished by the Contractor, and the naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of quality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength, and design, (2) it will perform at least equally the specific function imposed by the general design for the Work being contracted for or the material being purchased, (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the Specifications and (4) it has had at least an equal operational performance record. The name and identification of all materials other than the one specifically named shall be submitted to the Engineer in writing for approval, prior to purchase, use or fabrication of such items.
- 93.2 Subject to the provisions of any applicable laws, approval shall be at the sole discretion of the Engineer, shall be in writing to be effective, and the decision of the Engineer shall be final. The Engineer may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.
- 93.3 For the use of material other than the one specified, the Contractor shall assume the cost of, and responsibility for, satisfactorily accomplishing all changes including engineering costs of redesign in the Work as shown. If no manufacturer is named, the Contractor shall submit the product it intends to use for approval of the Engineer.
- 93.4 Except as otherwise provided for by the provisions of any applicable laws, the Contractor shall not have any right of appeal from the decision of the Engineer condemning any material submitted if the Contractor fails to obtain the approval for substitution under this Clause. Any additional costs incurred by an approved substitution shall be at the Contractor's expense

Clause 94 Shipping Instructions

94.1 Shipments under this Contract are referred to in Section 01615 – Packing, Shipping, Receiving, and Storage.

- A. Project Materials, Equipment and Vehicles Consignee:
USAID Grant No.: _____

The bill of lading or airway bill may contain instructions to notify the Contractor, the Employer or a clearing agent.

- B. Contractor-Owned Supplies, Material and Equipment (including Vehicles)
Consignee: _____
Name of Contractor: _____
Contractor's address: _____

The Project name, USAID grant number and the name of the Employer must be clearly indicated on the airway bill or bill of lading. The bill of lading or airway bill may contain instructions to notify the Employer or a clearing agent but the consignee must be the Contractor.

- C. Contractor Employee Personal/Household Effects (including Vehicles)
Consignee: _____
Name of Employee: _____
C/O Name of Contractor: _____
Contractor's address: _____

The Project name, USAID grant number and the name of the Employer must be clearly indicated on the airway bill or bill of lading. The bill of lading or airway bill may contain instructions to notify the Contractor, the Employer or a clearing agent but the consignee must be the employee.

- D. Separate Bills of Lading
The above categories of shipments may not be combined on one bill of lading. Shipments from different categories may be combined in one container as long as each category has a separate bill of lading.

94.2 All of the materials and equipment to be supplied under this Contract shall be suitably and sea worthily packed and marked to prevent damage thereto or deterioration during transport. The dimensions and gross weights of individual crates or packing containers shall be determined prior to shipment and the Contractor shall guarantee that transportation to the Site can be effected through normal handling and transportation methods.

94.3 The Contractor shall take into account known restrictions such as: bridge load limits, clearances, and handling equipment limitations.

- 94.4 All parts shall be prepared for shipment so that slings for handling may be attached readily while the parts are on railroad cars, trucks, or ships. Where it is unsafe to attach slings to the box, boxed parts shall be packed with slings attached to the part, and the slings shall project through the box or crate so that attachment can be made readily. All ferrous surfaces shall be coated with a rust preventative compound and all finished non-ferrous metal work and devices subject to damage shall be suitably wrapped or otherwise protected from damage during shipment. Rust preventative compound shall be readily removable with mineral spirits or safety solvents. Benzene (Benzol), gasoline or toxic or highly flammable solvents shall not be used for thinning or removing the rust preventative compound.
- 94.5 The Contractor shall prepare all materials and equipment in such a manner as to protect them from damage during a prolonged storage period in the most adverse climate prevailing in Host Country. Any articles or materials that might otherwise be lost shall be boxed or wired in bundles and plainly marked with item numbers, delivery point and any other designation required to permit positive identification for unloading, storage and re handling purposes.
- 94.6 It should be noted that if the specified shop painting is not considered by the manufacturer to be adequate protection during shipment and storage then additional protection shall be added. The additional protection shall be compatible with the shop painting and the specified field painting.
- 94.7 All exposed machined surfaces shall be sealed by approved temporary covers to prevent entrance of foreign matter and protect finished surfaces during shipping and storage.
- 94.8 All spares shall be crated separately. All crates shall have their contents indelibly stenciled on the outside; all crate markings shall be in the English language.
- 94.9 Immediately after loading each shipment on ship, shipping lists shall be mailed in triplicate to the Employer. Each shipping list shall itemize the shipment and give the item number and net and gross weights of each package.
- 94.10 Each complete field assembly shall be given an identification number or letter, and each part of each field assembly which is not permanently connected during shop assembly shall be legibly marked. Shop assembly and subassemblies as used herein are defined as minor assembly of parts for ease of shipment. Except on bolts and other small parts, all such marks shall be made with heavy steel stamps, paint, or otherwise as directed by the Engineer or its representative. Diagrams showing all such markings shall be supplied. Each piece or subassembly separately packaged for shipment shall be labeled or tagged with the Specification number and the mark number of such piece or the number of the parts grouped in such subassembly, or contained in the package.
- 94.11 Each box or package shall be properly marked to show its weight in addition to its contents.

The marking of packages shall be as follows:

Port of Shipment _____
Port of Destination _____

Consignor _____
Consignee _____
Name of the Equipment _____
Package No. _____
Gross Weight _____
Net Weight _____
USAID Grant Number _____

- 94.12 The Contractor may add other such numbers, equipment reference, etc., as it may require. Each package shall contain a copy of its packing list enumerating the parts contained therein. All equipment and materials shall be separately packaged and marked to indicate destination, in in Host Country.
- 94.13 The Contractor shall insure that all major items of equipment and materials and all shipping containers carry the official USAID (red, white, and blue) emblem. Emblems shall be affixed by metal plate, decal, stencil, label, tag or other means depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblem placed on the commodities shall be as durable as the trademark, company, or brand name affixed by the producer. The emblem on each shipping container must remain legible until the container reaches the consignee. The last set of digits of the USAID identification number of the pertinent agreement or other document shall be marked in characters at least equal in height to the shipper's mark on each shipping container.
- 94.14 The size of an emblem may vary depending upon the size of the package or export shipping container. The emblem shall, in every case, be large enough to be clearly visible at a reasonable distance.
- 94.15 Emblems shall conform to samples available from USAID (Office of Small Business) Washington, D.C. USA, 20523 (Telephone (703) 235-9155), and from USAID, in Host Country.

Clause 95 USAID Vesting of Title and Diversion Rights

- 95.1 USAID reserves the right to vest in itself title to the goods financed under this Contract, provided that such goods are in a deliverable state and have not yet been off loaded in ports of entry in Host Country. USAID may direct the carriers to divert these goods to alternate destinations. Payment will be made based on CIF value.
- 95.2 Bills of Lading or other ocean shipping documents covering USAID-financed commodities shall contain a clause substantially as follows:

USAID may at any time prior to unloading prescribe a different port of discharge from among the parts covered by the applicable conference tariff. Diversion charges shall apply in accordance with the tariff.

Clause 96 Metrication

- 96.1 The Work has been designed or is to be designed in the metric system, unless otherwise specifically excepted, and equipment, material, standards and drawings required for the execution and completion of the Work shall be supplied in metric units.
- 96.2 Process equipment drawings are dimensioned in the metric system and some have equivalent English dimensions in parentheses. Shop drawings and process equipment Drawings may be submitted for review to the Engineer using the metric system or English system of measurement. However, such Drawings for any one process or one manufactured product shall not utilize both systems. If the English system is used, the equivalent metric system measurement will be given in parenthesis. If two or more manufactured products are placed together with different units of measure the Contractor shall submit to the Engineer for his review details of joining of the items.
- 96.3 Where the Contract Documents specify one system of units, the Contractor may furnish substitute manufactured items in the nearest equivalent size utilizing the other system of measurement units.
- In the opinion of the Engineer, the substituted items shall be equal to or greater than the specified item in strength, capacity, serviceability, thickness, pressure rating, and weight. In the opinion of the Engineer, the finished product shall be a workable and complete product, without the requirement of unique "adapters" for inclusion in the pertinent system. All piping and appurtenances to be installed underground or in chambers or in shafts/tunnels shall be furnished in metric sizes only.
- 96.4 Unless otherwise indicated, all dimensioning of the Work in the Contract Documents is in accordance with the metric system of measures. Stationing when used as a definition, location, or terms of measurement is in kilometers and meters.

Clause 97 Quality Control Program

- 97.1 General
- A. Contractor shall prepare and submit to the Engineer for approval, a Comprehensive Quality Control Program (CQCP) for implementation on this Project. The CQCP is to cover the inspection and testing of all materials and equipment to be purchased in the (U.S) of America and Host Country as well as Quality Control of all Construction activities related to the Project. Contractor shall subcontract with an independent firm, the "CQC", for the implementation of the approved program and shall comply with the requirements of Section 01400 - Quality Requirements.
- B. The CQC shall be shown on the Contractor's Project Organization Chart but shall report directly to an officer of the Contractor's organization that is not directly involved in this Project. The CQC's experience and qualifications along with the Quality Control

Organization should be included with the Contractor's submittal for approval by the Employer and USAID.

- C. The second payment (installment) of the Mobilization Advance Payment shall not be paid to the Contractor till the "Comprehensive Quality Control Program" is approved by the Engineer.

Clause 98 Construction Risk Management Program

98.1 General

- A. The Contractor shall develop and submit to the Engineer for approval, a Construction Risk Management Program (CRMP) to establish a "base-line" of prior existing conditions in the Work Sites and those areas adjacent or otherwise, to the Work Sites which can be affected in some manner by the Work activities as per Section 01812 – Construction Risk Management Program.
- B. The Engineer shall not issue the commencement order until the Contractor has submitted the CRMP and received the Engineer's final approval of the CRMP.
- C. The second installment of the advanced mobilization payment will not be paid until the Contractor has submitted the CRMP and received the Engineer's final approval of the CRMP.

Clause 99 Joint and Several Liability

- 99.1 If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

Clause 100 Value Engineering

100.1. General

The Contractor is encouraged to develop, prepare, and submit Value Engineering change proposals (VECP's) voluntarily. The Contractor shall share any Contract savings realized from accepted VECP's, in accordance with paragraph F of this Clause.

100.2 Definitions

- A. "Collateral costs," as used in this Clause, means Employer's and Engineer's costs of operation, maintenance, logistic support, or Employer-furnished property.
- B. "Collateral savings," as used in this Clause, means those measurable net reductions resulting from a VECP in the Employer's overall projected collateral costs.
- C. "Contractor's development and "implementation costs," as used in this Clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Employer acceptance of a VECP.
- D. "Employer's and Engineer's costs," as used in this Clause, means those Employer's and Engineer's costs that result directly from developing and implementing the VECP, such as

technical reviews and any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal non-technical administrative costs of processing the VECP.

- E "Contract savings," as used in this Clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including Subcontractors' development and implementation costs (see paragraph H of this Clause).
- F. "Value Engineering Change Proposal (VECP) means a proposal that:
 - Requires a change to this Contract, to implement; and
 - Results in reducing the Contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change:
 - 1. In deliverable end item quantities only; or
 - 2. To the contract type only; or
 - 3. To source and origin

100.3 VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (1) through (7) as follows:

- A. Description of the difference between the existing Contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- B. A list and analysis of the Contract requirements that must be changed if the VECP is accepted, including any suggested Specification revisions.
- C. A separate, detailed cost estimate for (1) the affected portions of the existing Contract requirement and (2) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to the subcontracts under paragraph H of this Clause.
- D. A description and estimate of cost the Employer and Engineer may incur in implementing the VECP, such as technical evaluation, testing and operating and support costs.
- E. A prediction of any effects the proposed change would have on collateral costs to the Employer.
- F. A statement of the time by which a Contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule.
- G. Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved and previous Government actions, if known.

100.4 Submission. The Contractor shall submit VECP's to the Engineer at the worksite, with a copy to the Employer and USAID.

100.5 Engineer Action

- A. The Engineer shall consult with and obtain the approval of the Employer and USAID on all VECP's. The Engineer, in its sole discretion and on behalf of the Employer, shall accept or reject any VECP submitted by the Contractor.
- B. The Engineer will notify the Contractor of the status of the VECP within 45 calendar days after the Engineer receives it. If additional time is required, the Engineer will notify the Contractor within the 45-calendar day period and provide the reason for the delay and the expected date of the decision. The Engineer will process the VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
- C. If the VECP is not accepted, the Engineer will notify the Contractor in writing. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Engineer. The Contractor shall not be entitled to any credit for development of the Value Engineering change proposal until such time that the proposal is accepted.
- D. Any VECP may be accepted, in whole or in part, by the Engineer's award of a modification to this Contract citing this Clause. The Engineer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this Contract, the Contractor shall perform in accordance with the existing Contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Engineer.

100.6 Sharing

- A. Rates. The Employer's share of savings is determined by subtracting the Employer's and Engineer's costs from Contract savings and multiplying the result by 50 percent. The Contractor's share of savings is determined by subtracting the Employer's and Engineer's costs from Contract savings and multiplying the result by 50 percent.
- B. Payment. Payment of any share of the Contractor for use of a VECP on this Contract shall be authorized by a modification to this Contract to
 - 1. Accept the VECP
 - 2. Reduce the Contract price or estimated cost by the amount of Contract savings; and
 - 3. Provide the Contractor's share of savings by adding the amount calculated to the Contract price.

100.7 Collateral savings. If a VECP is accepted, the Engineer will increase the Contract amount by 10 percent of projected collateral savings (as approved by the Engineer) determined to be realized in a typical year of use after subtracting any Employer's costs not previously offset. However, the Contractor's share of collateral savings will not exceed the Contract's firm-fixed price or estimated cost, at the time the VECP is accepted, or (\$100,000), whichever is greater. The Engineer is the sole determiner of the amount of the collateral savings.

100.8 Subcontracts. The Contractor shall include an appropriate Value Engineering clause in any subcontract of (\$100,000) or more and may include one in subcontracts of lesser value. In computing any adjustment in the Contract's price under paragraph F of this Clause, the Contractor's allowable development and implementation costs shall include any Subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Engineer under this Contract, but shall exclude any Value Engineering incentive payments; provided, that these payments shall not reduce the Employer's share of the savings resulting from the VECP.

100.9 Data. The Contractor may restrict the Employer's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

“These data, furnished under the Value Engineering Clause of this Contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the Clause. This restriction does not limit the Employer's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Employer unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Employer shall have the rights specified in the Contract modification implementing the VECP and shall appropriately mark the data.”

Clause 101 Consequential Damages

101.1 The Contractor will not be liable for any consequential damages.

Clause 102 Anti-Corruption Provision for Host Country Contracts

102.1 No offer, payment, consideration, or benefit of any kind that constitutes an illegal or corrupt practice has been or will be made, either directly or indirectly, as an inducement or reward for the award of this Contract. Any such practice will be grounds for canceling the procurement, terminating Tenderer's consideration for award, or terminating the award for the Contract and for such other additional actions, civil and/or criminal, as may be applicable.

Clause 103 Anti-Terrorist

103.1 The Contractor is reminded that US Executive Orders and US law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this Contract Agreement.

Clause 104 Structural Insurance for the Project

104.1 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 105 Evaluation of Performance

Contractors Evaluation

On no more than a biannual basis (twice per year), but at a minimum following completion of the project, the performance of the contractor in providing the project the contractor performance may be evaluated by the Engineer, Employer and/or USAID. The results of any evaluations will be factored into selection determinations for future solicitations issued by the Employer and/or USAID. The Engineer, Employer and/or USAID may modify the specific performance criteria and grading scale at their discretion from time to time to appropriately fit the project, but it is anticipated that each criterion will be individually evaluated and given a grade/rating according to the following scale:

Rating	Contract Requirements	Problems Encountered	Corrective Actions Taken
Exceptional	Exceeds Many to the Employer’s Benefit	Few minor	Highly Effective
Very Good	Exceeds Some to the Employer’s Benefit	Some, Minor	Effective
Satisfactory	Meets All	Some, Minor	Satisfactory
Marginal	Does Not Meet Some – Employer Impact Serious	Serious: Recovery Still Possible	Marginally Effective: Not Fully Implemented
Unsatisfactory	Does Not Meet Most – Employer Impact	Serious: Recovery Not Likely	Ineffective

Anticipated criteria for which Contractor’s performance will be evaluated consist of but may not be limited to the following, noting that the descriptions provide a general guideline of the types of activities/items to be evaluated for each criterion but are not meant to be all-inclusive: Quality: Implement and maintain effective internal quality control procedures. Contractors to ensure construction with an approved Quality Control Plan in place and effectively all construction submittals and materials must be conformance with the contract documents. respond to construction quality issues promptly, and correct quality related issues identified by the Engineer, Employer and /or USAID. Generally, to deliver facilities with quality workmanship.

Quality: Implement and maintain effective internal quality control procedures. Contractors to ensure construction with an approved Quality Control Plan in place and effectively all construction submittals and materials must be conformance with the contract documents. respond to construction quality issues promptly, and correct quality related issues identified by the Engineer, Employer and /or USAID. Generally, to deliver facilities with quality workmanship. The contractor technical expertise, management capability and workload capacity to perform the work in a timely manner.

Schedule: Contractors to Complete required (CPM) schedules and realistic Critical Path Method (in place prior to start of construction. Utilize the approved CPM schedule to manage activities/performance. Utilize the schedule as, as appropriate, during evaluation of potential time extension or variation order requests. Identify potential issues early that may have a negative impact on schedule and develop recommendations or corrective actions to mitigate potential delays. Track and coordinate timely completion of utility connections at project sites (e.g., electrical, water, sewer, stormwater) so they do not delay final handover of projects. Generally, the contractors to perform in a way that contributes positively to delivering construction projects on time.

Cost, Variation Orders and Claims: Complete construction within the contract amount. Submit to the Engineer potential issues early that may cause increases to the project cost and develop recommendations or corrective action to mitigate and reduce cost implications. Potential variation orders to minimize cost overruns to be effectively developed and well documented. Identify potential issues that may impact the contract amount and provide cost effective solutions within an appropriate time. Resolve potential conflicts in an effort to eliminate /reduce variation orders and claims.

Safety: Prepare and submit for approval the project safety plan as specified in the contract documents in a timely manner that does not exceed the mobilization phase. Always comply with safety requirements as stated in the approved safety plan where the contractor put safety at the forefront. Required safety staff are in place and engaged with the project throughout its duration. Employees always wear appropriate personal protective equipment (PPE) when on construction sites. Contractors to have complete and adequate safety plans in place prior to start of any construction activities. avoid any violations of safety plans or general unsafe working conditions/practices when witnessed. Contractor to immediately remedy any safety violations. Generally, make safety an important and visible topic for all staff and visitors on construction sites to minimize the likelihood of any accidents occurring.

Communications: Effectively communicate with the Engineer and the Employer on matters related to the proper implementation of the project. Attended progress meetings with and other stakeholders, abide by the instructions of the Engineer and Communicate professionally with the parties of the contract.

Management: Effective management of the project, including the integration and coordination of all activities needed to perform the services and fulfill the requirements of the contract. Quality, responsiveness and effectiveness of the assigned Project Manager, other Key Personnel, Proper selecting, retaining, supporting and replacing Key Personnel, when necessary. Timely identification of potential problems, and development and implementation of appropriate

corrective action plans. Responsiveness to requests from Engineer, Employer and USAID. Work in a cooperative manner with stakeholders. Generally, provide effective management of the project.

Regulatory Compliance: Monitor and achieve compliance with all regulatory requirements of the contract. In particular, on USAID-funded projects, monitor and enforce all relevant requirements. A few examples include source and nationality requirements for goods and services (Geographic Code 937); Complying with labor laws; Trafficking in Persons (TIP).

Clause 106 Operation and Maintenance Data and Manuals

Adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention including parts lists. The equipment Supplier shall prepare a project specific operation and maintenance manual for each type of equipment installed in addition to any instruction or parts lists packed with or attached to the equipment when delivered.

Operation and maintenance manuals shall include the following:

- a) Equipment functions with references to the systems schematic drawings, normal operating characteristics, and limiting conditions.
- b) Assembly, installation, alignment, adjustment, and checking instructions.
- c) Operating instructions for startup, routine and normal operation, break-in, regulation and control, stopping, shutdown, and emergency conditions. Summer and winter operating instructions, as applicable. Safety precautions.
- d) Lubrication and maintenance instructions.
- e) Guide to troubleshooting, routine operations, disassembly, removal, repair, reinstallation, and reassembly.
- f) Parts lists and predicted life of parts subject to wear. Detailed assembly drawings showing each part with part numbers and sequentially numbered parts list, and diagrams required for maintenance. Complete nomenclature and commercial number of replaceable parts. Spare parts ordering instructions.
- g) Outline, cross section, and assembly drawings; engineering data; and wiring diagrams.
- h) Test data, nameplate data, tests, and performance curves, where applicable.
- i) Functional design specification to include Process & Instrumentation Diagrams (P&ID's), plant start up sequence for both manual and automatic mode, plant shut down sequence for both manual and automatic mode, power fail and restart sequences, and normal process sequence.

j) Content for Each Electric or Electronic Item or System shall also include:

- A description of Unit and Component Parts; function, normal operating characteristics, and limiting conditions; Interconnection wiring diagrams, including all control and lighting systems;
- Circuit Directories of Panelboards; Electrical service; Controls; Communications;
- List of electrical relay settings, and control and alarm contact settings;
- Electrical interconnection wiring diagram, including control and lighting systems.
- As-installed control diagrams by control manufacturer.
- List of relay settings, control and alarm contact settings.

k) Manuals for Materials and Finishes shall also include:

- Manufacturer's data, giving full information on products catalog number, size, and composition; color and texture designations; information required for reordering special-manufactured products.
- Instructions for care and maintenance; manufacturer's recommendation for types of cleaning agents and methods; cautions against cleaning agents and methods that are detrimental to product; and recommended schedule for cleaning and maintenance.

l) Content for Moisture Protection and Weather Exposed Products:

- Manufacturer's data, giving full information on products:

- o Applicable standards.
- o Chemical composition.
- o Details of installation.

- Instructions for inspections, maintenance, and repair.

m) Maintenance Summary:

- Compile an individual Maintenance Summary for each applicable equipment item, respective unit or system, and for components or sub-units.
- Each Maintenance Summary may take as many pages as required. Use only A4 size paper. Complete using typewriter or electronic printing.
- Include detailed lubrication instructions and diagrams showing points to be greased or oiled; recommend type, grade, and temperature range of lubricants and frequency of lubrication.
- Recommended Spare Parts:
 - o Data to be consistent with manufacturer's Bill of Materials/Parts List furnished in O&M manuals.
 - o "Unit" is the unit of measure for ordering the part.
 - o "Quantity" is the number of units recommended.
 - o "Unit Cost" is the current purchase price.

- The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by Contractor.

Manuals shall be submitted in electronic format to the Engineer prior to the date of shipment of the equipment. The manuals shall be submitted to the Engineer for review and comments. When the O&M manuals are reviewed "RETURNED FOR CORRECTION", the corrections shall be made as instructed by the Engineer and corrected manuals resubmitted to the Engineer. When review by the Engineer is complete, three copies of each electronic O&M manual shall be delivered on CD-ROM to the Engineer. Each CD shall contain only one copy of one manual. Delivery of the final O&M shall be made 30 days prior to placing the equipment in operation.

All material shall be marked with project identification, and inapplicable information shall be marked out or deleted.

Shipment of equipment will not be considered complete until all required manuals and data have been received.

Electronic Operation and Maintenance Manuals.

Electronic manuals shall be in Adobe Acrobat's Portable Document Format (PDF), and shall be prepared at a resolution between 300 and 600 dots per inch (dpi), depending on document type. Optical Character Recognition (OCR) capture shall be performed on these documents. OCR settings shall be performed with the "original image with hidden text" option in Adobe Acrobat Exchange.

File size shall be limited to 10 MB. When multiple files are required the least number of files possible shall be created. File names shall be in the format OMXXXXX-YYYZ-V.pdf, where XXXXX is the five digit number corresponding to the specification section, YYY is a three digit O&M manual number, e.g. 001, Z is the letter signifying a resubmittal, A, B, C, etc, and V is a number used only when more than one 10 MB file is required for an O&M manual.

Documents prepared in PDF format shall be processed as follows:

1. Pages shall be searchable (processed for optical character recognition) and indexed when multiple files are required.
2. Pages shall be rotated for viewing in proper orientation.
3. A bookmark shall be provided in the navigation frame for each entry in the Table of Contents.
4. Embedded thumbnails shall be generated for each completed PDF file.
5. The opening view for PDF files shall be as follows:

Initial View: Bookmarks and Page

Page Number: Title Page (usually Page 1)

Magnification: Set to Fit in Window
Page: Single Page

6. Where the bookmark structure is longer than one page the bookmarks shall be collapsed to show the chapter headings only.
7. When multiple files are required the first file of the series (the parent file) shall list every major topic in the Table of Contents. The parent file shall also include minor headings bookmarked based on the Table of Contents. Major headings, whose content is contained in subsequent files (children) shall be linked to be called from the parent to the specific location in the child file. The child file shall contain bookmark entries for both major and minor headings contained in the child file. The first bookmark of any child file shall link back to the parent file and shall read as follows "Return to the Equipment Name Table of Contents", e.g. Return to the Polymer Feed System Table of Contents.
8. Drawings shall be bookmarked individually.
9. Files shall be delivered without security settings to permit editing, insertion and deletion of material to update the manual provided by the manufacturer.

Labeling

As a minimum, the following information shall be included on all final O&M manual materials, including CD-ROM disks, jewel cases, and hard copy manuals:

Equipment name and/or O&M title spelled out in complete words:

Project Name.

City Project/Contract Number.

Specification Section Number. Example: "Section 15500"

Manufacturer's name.

File Name and Date.

For example:

Firefighting Pump Operation and Maintenance Manual

School Name

Project/Contract No. _____

Specification Section No.

Manufacturer

OM11110-001.pdf, 5/05/07

Manuals for Equipment and Systems

Supply manual for each equipment or system that provides information in a consistent and informative way. The content must be suitable for operators who are experienced in the operation of similar equipment and have a basic technical knowledge. The description shall be clear and concise. Illustrations and schematics should be used where necessary.

The manual content for each equipment or system shall include:

- a) Description of unit and component parts, including controls, accessories, and appurtenances:
 - Functional description, with references to the systems schematic drawings, instructions, function, normal operating characteristics, and limiting conditions.
 - Performance curves, engineering data, nameplate data, and tests.
 - Complete nomenclature and commercial number of replaceable parts.

- b) Operating Procedures:
 - Startup, break-in, routine, and normal operating instructions.
 - Test procedures and results of factory tests where required.
 - Regulation, control, stopping, and “system” emergency instructions.
 - Description of operation sequence by control manufacturer.
 - Shutdown instructions for both short and extended durations.
 - Summer and winter operating instructions, as applicable.
 - Safety precautions.
 - Special operating instructions.
 - Installation instructions.

- c) Maintenance and Overhaul Procedures: a. Routine operations. b. Guide to troubleshooting. c. Disassembly, removal, repair, reinstallation, and reassembly.

END OF CONDITIONS OF PARTICULAR APPLICATION

Annex to Sub-Clause 19.1- Safety, Security and Protection of the Environment

To be adopted by the Contractor

Introduction

It is the Contractor's obligation and responsibility to comply with all laws and regulations applicable in the Host Country codes of whatsoever nature in the completion and guarantee of the works, including those relating to any of the subject matters of these Safety, Health and Environmental site regulations which are intended to supplement all existing applicable laws and regulations and codes and shall not relieve the Contractor from compliance therewith.

General Principles for Site Operation

The Contractor is responsible for all operations and logistics activities on Site and shall coordinate all activities with the Engineer.

First: Site Arrangement and Control Regulations

1. Temporary Works and Utilities







1.1. The Contractor before commencement of the work shall supply and build a solid metal boundary wall to isolate the construction site from the existing school with designated hinged doors one for vehicles and one for pedestrian . The Contractor shall keep good maintenance to the boundary wall at all times.

1.2. The supply and maintenance of all temporary utilities and services required for the Works is responsibility of the Contractor. The Contractor shall remove all temporary utilities and services on completion of the Works or when so directed by the Engineer. Temporary utilities and services shall include but not limited to Water, Power, Lighting, Fire protection, Fire detection, Sewerage and drainage and Telephones in accordance to Tender Document, Volume 1, Conditions of Particular Application, Clause 8, Sub-clause 8.1: Contractor Responsibilities and as per Item 1/1 & 1/2 of BoQ.

2. Safety Site Signs

The following Safety signs shall be prepared (**English and Arabic**) and installed by the Contractor and shall be approved by Engineer:

The Contractor shall require that its employees obey all precautionary warning signs, product or process labels and posted instructions.

Sign Name	Location of Sign	Sign Content
Project Site Information Sign	As per Contract, Item No. 0/4 of BoQ.	As per Contract, Item No. 0/4 of BoQ.
Danger Construction Site Keep Out Sign	At project fence adjacent to existing school and all around the site	
Site Safety Sign	At Site Pedestrian Entrance	
Authorized Pedestrian Entrance Sign	At Pedestrian Site Entrance	
Authorized Vehicular Entrance Sign	At Vehicular Site Entrance	
Construction Traffic Sign	At Vehicular Site Entrance At all roads leading to site within 200 m and 100 m distance.	
Emergency Telephone Number	Outside of Site Office	

3. Protection and Maintenance of Adjacent Properties and Existing Features

- 3.1.** The Contractor shall submit to Engineer an outline of the methods proposed to be used for the support necessary to preserve stability of buildings or other structures, together with the relevant drawings, details, calculations specifications and subsoil investigation, as necessary for approval.
- 3.2.** The Contractor shall advise owners or occupiers of adjoining property of the dates on which work, which may affect them, is to be executed.
- 3.3.** The Contractor shall protect public and private roads, footpaths, fences, gates, walls, roads, paved areas and other features on the Site or adjacent thereto and like from damage by Site traffic or other causes arising from the execution of the Works and shall repair any damage to the satisfaction of the Engineer.
- 3.4.** The Contractor shall protect and preserve trees, hedges, shrubs...etc. and shall replace to approval or treat as instructed, any plants or areas damaged or removed without approval.

4. Site Access and Control

- 4.1.** The Contractor, its sub-contractor and suppliers shall avoid making deliveries of Construction Plant, equipment and materials to Site during peak traffic hours, particularly the starting and ending of school day.
- 4.2.** The Contractor shall observe and comply with any police regulations governing the loading/unloading of or waiting by vehicles on public roads, highways and the like including the carriage of any materials, protective covering, warning displays, etc. and shall pay for all cost involved.
- 4.3.** The Contractor shall supply and install wheel-washing equipment necessary to clean all vehicles leaving the Site so as not to leave mud, concrete and debris on public roads.
- 4.4.** The Contractor shall provide vehicle parking in areas that will not obstruct traffic.

5. Security

- 5.1.** The Contractor shall be responsible for the safekeeping of all its construction plant and construction materials on Site and for protection of the works and security of its site.
- 5.2.** The Contractor is to co-ordinate and comply with the requests, requirements and procedures of the appropriate Government Agencies and Authorities responsible for security.
- 5.3.** The Contractor shall obtain all visas, residence and work permits and other permissions required for the employment of expatriate personnel.
- 5.4.** The Contractor shall ensure that no firearms, weapons, illegal substances or alcoholic beverages are brought onto Site or any office or accommodation provided to employees, and that no Contractors employees under the influence of alcohol or drugs, are permitted on the Site.

6. Personnel Control Passes and Identification

- 6.1.** The Contractor shall issue personal identification pass to all its staff, suppliers and sub-contractors working on Site. The pass shall include the project name, Contractor name, validity duration, recent colored photograph and access number and shall be carried all time while on Site.
- 6.2.** The Contractor shall be responsible for keeping all its persons and workers (including those of sub-contractors and suppliers) within the boundaries of its working site. Contractor's persons or workers straying into other work areas will be instructed to leave.

7. Hours of Work

- 7.1.** Site working hours shall comply with Contract regulations. Reference in Contract: Clause 45, Sub-clause 45.1: Restriction on Working Hours.

Second: Environmental Regulations

1. Waste Removal and Disposal

- 1.1.** The Contractor is responsible for collection, removal and disposal of builders waste, he shall comply with the following requirements:
- 1.2.** The Contractor shall provide rubbish containers and shall remove promptly rubbish containers from Site as soon as they are full. Rubbish containers shall not be allowed to overflow.
- 1.3.** The Contractor shall provide hard standing and clear vehicle access for rubbish containers, including moves to suit the sequence of the Contractor's works.
- 1.4.** The Contractor shall maintain manifest and reporting systems on all solid waste disposals.
- 1.5.** The Contractor shall provide an enclosed chute of wood or metal whenever materials are dropped more than 7 m height to any point lying outside the exterior walls of a building.
- 1.6.** The Contractor shall enclose the area onto which the material is dropped with barricades if chutes were not available. Post warning signs of the hazard of falling materials. Do not remove waste material in the lower area until debris handling ceases above.
- 1.7.** The Contractor shall remove domestic and biodegradable waste from offices and other facilities daily at its own expense.
- 1.8.** The Contractor shall at all times comply with current statutory and municipal regulations and requirements for the disposal of rubbish and waste.
- 1.9.** The Contractor shall not allow the burning of any waste on site.
- 1.10.** The Contractor is encouraged to set locations in site for separating recyclables during construction such as: paper, plastics, metal to be send to approved locations.

2. Pest Control

2.1. The Contractor is responsible for rodent and pest control within its Site.

3. Dust Control

3.1. The Contractor shall limit pollution from dust and any windblown materials during the works, including damping down with water on a regular bases during dry climatic conditions.

3.2. The Contractor shall cover all unpaved temporary roads with aggregate and shall maintain it regularly.

3.3. The Contractor shall cover all piled up material to prevent dust. This include Sand, cement and other windblown material.

4. Pollution Control

4.1. The contractor shall comply with all regulations of Authority having jurisdiction regarding environmental pollution.

4.2. The contractor shall not dispose waste solvents, petroleum products, toxic chemicals or solutions in the city drainage system.

4.3. The Contractor shall not dump or burry garbage on Site.

4.4. The Contractor shall be responsible to control all run-offs, sedimentation and erosion, etc.

5. Noise Control

5.1. The Contractor shall, in all cases, adopt the best practicable means of minimizing noise. For any particular job, the quietest available plant and/or machinery shall be used. All equipment must be maintained in good mechanical order and fitted with the appropriate silencers, mufflers or acoustic covers where applicable. Stationary noise source must be sited as far away as possible from noise-sensitive development, and where necessary acoustic barriers must be used to shield them such as block walls.

5.2. Compressors, percussion tools and vehicles are to have effective silencers of a type recommended by manufacturers of the equipment. Pneumatic drills and other noisy appliances shall not be used during days of rest or after normal working hours without approval of Engineer.

5.3. Hearing protection is required in all posted high noise level areas. Hearing protection may also be required where excess noise exists even on a temporary basis. This will include situation where equipment such as jackhammers, saws, drilled, grinders, or heavy equipment is being utilized and the 90-decibel limit is exceeded.

5.4. Areas where noise levels exceed the 90 decibel standard, even on temporary basis, shall be posted and personnel shall wear adequate hearing protection. This protection could

include muffs. Plugs or a combination thereof. Employees required to wear such hearing protection shall be properly fitted and trained.

Third: Health and Safety Regulations

1. General Safety Statement

- 1.1.** The Contractor shall have full regard for the safety of all persons entitled to be upon the Site in and around the existing school and keep the Site and the works in an orderly state appropriate to the avoidance of danger to such people specially students and school staff.
- 1.2.** The Contractor shall provide and maintain all fencing, lights, guards, warning signs and watching for protection of the works or for the safety and convenience of the public or others throughout the execution and completion of the works.

2. Safety Plan

- 2.1.** The Contractor shall furnish to the Engineer a safety plan within 14 days of the commencement date to proceed for approval.

3. Safety Supervisor

- 3.1.** The Contractor shall appoint, and identify on site, supervisor responsible for health and safety for the work site. The supervisor shall be given sufficient time by Contractor to carry out safety supervisory duties on site. Reference in Contract: Sub-clause 15.1: Contractor's Superintendent

4. Safety Training and Education

- 4.1.** The Contractor must provide safety awareness training to all its workers upon joining the site. The Safety Supervisor must hold records of training. As a minimum, the awareness training shall include:
 - a. General outline of the project
 - b. Access and egress to the site
 - c. Wearing Personal Protection Equipment (PPE)
 - d. Health, Safety and Site regulation
 - e. Emergency procedures
 - f. General and particular hazard of the project
 - g. Security arrangement
 - h. Reporting of accidents and incidents

5. Safety Meetings

- 5.1.** The Contractor must hold monthly Safety meeting for all its workers at which safety instructions will be issued and comments/ feedback received. Comments will be recorded by the Safety supervisor for evaluation and implementation as appropriate.

6. Workplace Safety Inspection

6.1. The Contractor and the Engineer must make weekly safety inspections of the Site or as needed to observe and correct any unsafe situation such as build up debris and litter, on floor nails, wood and metal pieces and missing or damaged safety rail, etc.

7. Accident Reporting

7.1. The Contractor must immediately report all accidents and dangerous occurrences to Engineer. Copies of accident reports, witness statements and other relevant item must be provided within 48 hours to Engineer. In case of serious accident, the Contractor is responsible for completing all statutory notifications and reports. Copies of all listed must be provided within 48 hours to Engineer.

8. Personal Protective Equipment

8.1. Contractor shall provide personal protective equipment, including hard hats, safety glasses, respirators, gloves, safety shoes, and other such equipment, to the Contractor’s Staff and workers.

Personal Protective Equipment	When it shall be worn (as minimum)
Non-metallic hard hats	At all times by all personnel on site
High Visibility Jackets	At all times by all personnel on site
Safety glasses meeting international standards	For the following types of work, a minimum: hammer chipping, welding, grinding, use of electricity powered pneumatic equipment, installation handling, spray paint working with solvent and any other jobs where the potential of an eye injury exists.
Face shield and/or masks	Where possible exposure to hazardous chemicals, cryogenic fluids, acids, caustics or dust exists and glasses may provide adequate protection such as in welding.
Gloves	When handling acids, caustics and chemicals with corrosive or toxic properties.
Safety shoe or substantial work shoe	At all times by all personnel working on site

9. First Aid and Medical Attention

9.1. The Contractor is required to have on Site sufficient comprehensive First Aid Kits at all times. First Aid Kits shall be conveniently located and clearly identifiable and the Contractor is required to have on Site one employee trained in First Aid at all working hours.

10. Fire Prevention and Evacuation

10.1. The Contractor shall provide adequate fire protection of all Temporary and Permanent works. The Contractor shall upon moving on Site, provide to the Engineer a comprehensive fire prevention and evacuation plan. The Contractor shall supply to the Engineer a drawing indicating the fire assembly points and shall update the drawings from time to time as works progress.

- 10.2.** The Contractor may establish fuel storage area closed and protected from fire. Warning signs and fire extinguishers shall be provided and installed in a suitable nearby location adjacent to the evacuation layouts.
- 10.3.** The Contractor may only use plywood and chipboard as protection on floors. Vertical protection shall be non-combustible. Debris netting and weather protection sheeting shall be fire retardant.
- 10.4.** The Contractor shall provide, a charged fire extinguisher close by at all times when using a cutting or welding torch or other equipment with open flame.
- 10.5.** The Contractor shall provide fire extinguishers of the proper type for the material exposed shall be placed in accessible, well-marked locations throughout the Site as per Plan. Contractor staff shall be trained in their use. Extinguishers shall be checked monthly for usage and service condition.
- 10.6.** The Contractor shall use only approved containers for the storage and transport of flammable substances. Fuel burning engines shall be shut off while being refueled.
- 10.7.** The Contractor shall provide adequate ventilation to prevent an accumulation of flammable vapors where solvents or volatile cleaning agents are used.
- 10.8.** The Contractor shall not store flammable substances under overhead pipelines, cable tray, electrical wires, or stairways used for emergency egress. Oily waste, rags, and other such combustible articles shall be stored in proper metal containers with self-closing lids.
- 10.9.** The Contractor shall store Oxygen, Acetylene and Liquid Petroleum Gas (LPG) cylinders upright, well tight and properly capped with proper safety signs and operating instructions.

11. Use of Mobile/ Heavy Equipment

- 11.1.** The Contractor shall have mobile equipment fitted with suitable alarm and motion sensing devices, including backup alarm, when required.
- 11.2.** The Contractor shall inspect all plant and equipment to make sure all are in safe working order. Special attention shall be given to such items as cables, hoses and guards.
- 11.3.** The Contractor shall take out any plant found to have defective equipment affecting its safe operation until defects are rectified.
- 11.4.** The Contractor shall make sure all plant must be operated by trained competent persons each with a valid certificate of competence. If no such certification scheme exists, the Contractor shall certify their competency, in writing.
- 11.5.** The Contractor shall assign a safety observer to watch movements of heavy mobile equipment where hazards may exist to other personnel from the movement of such equipment, or where equipment could hit overhead lines or structures. The observer shall

also ensure that people are kept out of the way of suspended loads and clear of the mobile equipment movements.

- 11.6. The Contractor shall assign a flagman when mobile equipment is traveling onto a public thoroughfare or roadway. While the mobile equipment is traveling on a public roadway, a trailing escort vehicle with a sign warning of slow-moving heavy equipment that is dangerous to pass shall be provided.
- 11.7. The Contractor shall not use natural and synthetic fiber rope made of material such as manila, nylon, polyester or polypropylene as slings on mobile equipment.
- 11.8. The Contractor is responsible for the safe operation of its lifting and handling equipment. The Contractor shall ensure that its installations and equipment respect safety recommendations and rules.
- 11.9. The Contractor shall arrange crane location points, base footings, pick up points and swing radius with the Engineer.
- 11.10. The Contractor shall give the Engineer a minimum 48-hour notice prior of bringing a mobile crane on Site and the Contractor shall comply with any scheduling requirements.

12. Scaffolding/ Temporary Works

- 12.1. The Contractor shall provide all scaffolding or shuttering system from a well-known reliable source and shall be approved by the Engineer.
- 12.2. The Contractor shall submit drawings and calculations to the Engineer, prior to commencement on Site of the works for all temporary works, excavations, tower cranes and all scaffolds.
- 12.3. The Contractor shall repair or replace, immediately, any scaffold including accessories, damaged or weakened from any cause.
- 12.4. The Contractor shall ensure that any slippery conditions on scaffolds are eliminated as soon as possible after they occur.

13. Use of Ladders

- 13.1. The Contractor shall provide manufactured ladders which meet the applicable safety codes for wood or metal ladders. Metal ladders are prohibited when the site is in operational mode. In addition, metal ladders shall not be utilized unless they are clearly marked: “Caution- Do not use around electrical equipment”
- 13.2. The Contractor shall not permit job made ladders.
- 13.3. The Contractor shall use extension and straight ladders tied off at the top and/or bottom when in use. Only one person shall be allowed on a ladder at a time.

14. Demolition

14.1. A detailed Method Statement must be presented detailing any demolition procedures/ techniques to be used which shall be approved by the Engineer prior to commencement of work on site. The Method Statement must include measures to be taken to ensure that there are no persons remaining in the building/ structure and to distance members of the public from the building/ structure prior to demolition.

15. Elevated Work

15.1. The Contractor shall provide all employees; while working at an elevated position, with adequate protection and proper safety harness as well as with adequate protection from falls should a slip or other unexpected fall-producing situation occur. The Contractor shall inspect all elevated work platforms each day and shall correct all defects prior to use.

15.2. Suspended cradle if used must be installed, moved and dismantled by an experienced Contractor.

16. Concrete Reinforcement Starter Bars

16.1. The Contractor is responsible for protecting starter bars during the course of the works and for leaving the starter bars in a safe condition upon completion of the works in places where they may be a safety hazard to personnel. Where allowed by Engineer, starter bars will be bent down. Alternatively the starter bars will be protected using either hooked starters, plastic caps with an outside diameter of 50mm, plywood covers or other methods approved by Engineer.

Forth: Violations and Penalties

If the Contractor fails to comply with any of the listed Safety, Health and Environmental Site Regulations, the following shall be implemented (unless otherwise specified special penalty in Appendix of Tender or Technical Specifications), and the Engineer has the right to choose any of the three levels of penalty shown hereunder depending on his judgment regarding the severity of non-conformity:

Health, Safety & Environmental Site Regulation (Numbered according to Article 2.26)	Level One Nonconformity Penalty	Level Two Nonconformity Penalty	Level Three Nonconformity Penalty
<p>FIRST: Nonconformity with Site Arrangements and Control Regulations</p> <p>1. Temporary Works and Utilities within the specified period. *</p> <p>2. Safety Site Signs*</p> <p>3. Protection and maintenance of adjacent properties</p> <p>4. Site Access and control</p> <p>5. Security of site</p> <p>6. Personal Control Passes and Identification</p>	<p>1- Deduct nonrefundable 500 JD from Contractor’s payment per each violation, and</p> <p>2- The Engineer should determine period (not more than three days) for corrective action requested, and</p> <p>3- If the Contractor</p>	<p>1- Deduct nonrefundable 1000 JD from Contractor’s payment per each violation, and</p> <p>2- The Engineer should determine period (not more than three days) for corrective action requested, and</p> <p>3- If the Contractor</p>	<p>If the Engineer is convinced that the Contractor does not correct previous violations or does not correctly apply Site Arrangements and Control Regulations, Health, Safety and Environmental regulations and the situation is not</p>

Health, Safety & Environmental Site Regulation (Numbered according to Article 2.26)	Level One Nonconformity Penalty	Level Two Nonconformity Penalty	Level Three Nonconformity Penalty
7. Hours of Work (Refer to Clause 45, Sub-clause 45.1:Restriction on Working Hours)	repeats the violation after the corrective action period then the Engineer should go to the level two or three according to his opinion.	repeat the violation after the corrective action period then the Engineer should go to the level three.	adjustable then: 1- Shall Deduct nonrefundable 1500 JD from Contractor's payment per each violation, and 2- The Engineer should appoint a third party to do the job (coordination with the USAID and Employer), and 3- The Contractor is required to facilitate the job of the third party, and 4-The cost of such an action will be deducted from the Contractor's payments no matter how it will cost.
SECOND: Nonconformity with Environmental Regulations			
1. Rubbish removal and disposal			
2. Pest Control			
3. Dust Control			
4. Pollution Control			
5. Noise Control			
THIRD: Nonconformity with Health and Safety Regulations			
1. General Safety Statement			
2. Safety Plan*			
3. Safety Supervisor (Refer to Clause 15, Sub-clause 15.1:Contractors Superintendence)			
4. Safety Training			
5. Safety Meetings			
6. Workplace Safety Inspection			
7. Accident Reporting			
8. Personal Protective Equipment			
9. First Aid and Medical Attention			
10.Fire Prevention & Evacuation			
11.Use of Mobile/Heavy Equipment			
12. Scaffolding/Temporary Works			
13. Use of Ladders			
14. Demolition			
15. Elevated Works			
16.Concrete Reinforcement Starter Bar			
	* If the Contractor did not supply the following items: Temporary Works, Boundary wall, Safety Site Signs Safety Plan as per required and on time; the second part of the advanced payment will be reserved. Refer Appendix to Form of Tender		

Fifth: Environmental Management Plan

The followings are the environmental monitoring and management plan which includes the mitigation measurements that the Contractor shall adhere to and implement during the execution of the Contract.

Name of School: Thahr Al Sarow Basic School for Boys

Location: Jerash Governorate

Environmental Monitoring and Management Plan during the Design Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Affecting surrounding environment	<ul style="list-style-type: none"> Design the entrance of the school to facilitate the entry and exit of students without disturbing the residents 	Suitable design	Once	Design Consultant	USAID / MOE
Material Sourcing	<ul style="list-style-type: none"> Identify the material needed for the construction activities and the availability of such material onsite, the applicability of using such material should be investigated Coordinate with the local municipality in identifying the material available and those needed during construction, such that, available material will be used from local resources thus reducing transportation costs along with supporting the local economy 	Material available locally	Once	Contractor	USAID
Earthquake, fire and flooding	<ul style="list-style-type: none"> Design the facilities in accordance with the Jordanian Code No. 3 for Loads and Forces (Section 4 on Earthquakes) Study the flooding pattern at the area and adopt the design accordingly Obtain necessary approval from authorities namely civil defense and ensure the design drawing compliance with the Jordanian regulations 	Design in line with code and regulations	Once	Design Consultant	USAID / MPWH / MOE
Bathrooms and Toilets	<ul style="list-style-type: none"> Provide 1 toilet facility for every 40 students, in accordance with MOE requirements Provide ventilation in toilets in accordance with the Jordanian Code No. 16 for Natural Ventilation and Jordanian Code No. 30 for Mechanical Ventilation Provide Eastern toilets which are more easily cleaned and maintained except for Kindergartens Adhere to the Jordanian Code No. 19 for Building Sanitation Locate the toilets in a distance so that smells do not cause nuisance to students Design a proper wastewater pipelines to connect to the existing network 	Design in line with code and regulations	Once	Design Consultant	USAID / MOE / MOH
Physically Disabled Students	<ul style="list-style-type: none"> Design the facilities in accordance with the Jordanian Code No. 32 for Construction Requirements for the Physically Challenged Assign a room equipped with sports machines that suit physically challenged students 	Design in line with code and regulations	Once	Design Consultant	USAID / MOE / MPWH

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Interaction between Students	<ul style="list-style-type: none"> Design separate facilities for different age groups 	Suitable design	Once	Design Consultant	USAID / MOE
Psychology of Students	<ul style="list-style-type: none"> Select stimulating colours for the classroom walls Provide ventilation in the classroom design (such as fans) by utilizing the Jordanian Code No. 16 for Natural Ventilation and Jordanian Code No. 30 for Mechanical Ventilation giving preference to natural ventilation whenever possible taking into consideration that windows should be wide enough to allow sunlight to enter but not enough to allow too much heat during the summer Include air conditioning wherever possible Provide natural lighting wherever possible in accordance with Jordanian Code No. 17 Allow for trees outside classroom windows wherever possible 	Suitable design in line with code and regulations and that includes air conditioning and trees	Once	Design Consultant	USAID / MOE
Monitoring of Students	<ul style="list-style-type: none"> Design supervising staff offices to overlook students' main activity areas Design open courtyards 	Suitable design	Once	Design Consultant	USAID / MOE
Energy Saving	<ul style="list-style-type: none"> Design the schools to allow for maximum use of sunlight. Install solar (electrical or water heating) panels Utilize the concept of lit areas in order to conserve electrical energy. Use thermal isolation materials. Use operable windows of the classrooms for the purpose of air ventilation. Design wide windows. 	Suitable Design that conserves energy and includes solar panels and thermal isolation materials	Once	Design Consultant	USAID / MOE
Use of School Building	<ul style="list-style-type: none"> Design separate entrance for locals so that not to interfere with the education of students Use durable material to be used in different facilities 	Suitable design	Once	Design Consultant	USAID / MOE

Environmental Monitoring and Management Plan during the Construction Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Occupational Health and Safety	<p>Prepare and abide by a Health & Safety Plan that includes the relevant measures described in Jordanian Code No. 22 for Public Safety during Construction:</p> <ul style="list-style-type: none"> • Proper signage (Section 5/1) of the Jordanian Regulations and Framework • Provision of firefighting measures (Section 2/5) • Provide temporary electrical connections (Section 2/12) • All openings and edges should be provided with guard rails and toe boards (Section 2/13) • Proper storage of materials (Section 3/3) • Abide by safety measures during painting works in accordance with Section 4/9 of Code No. 22 (4/9/2 for Lead-based paint, 4/9/3 for unsaturated polyesters, 4/9/4 for spray painting, and 4/9/5 for airless spray paints) • Safety measures according to type of equipment (Section 5) • Personal safety during work (Section 6) • Provide medical services (Section 2/4) including medical examination for all workers, first aid kit and personnel, and keeping logs of all medical records <p>In addition:</p> <ul style="list-style-type: none"> • Appoint accident prevention officer at the site (Item 34 of the FIDIC 1987) • Train all construction staff on Health & Safety Plan • Provide fencing around the construction site at all times • Provide health and life insurance to all workers • Perform initial health screening on foreign workers • Perform regular health check-ups for all workers 	Health and safety plan in place and all construction workers familiar with its contents and their own responsibilities	Weekly	Contractor	Supervision Consultant
		Accident prevention officer on site	Weekly		
		Wastewater cesspits available and cleaned regularly	Weekly		
		Construction site fenced at all times	Daily		
		Life insurance available for all workers	Monthly		
		Clean health records for local and foreign workers	Monthly		
Workers Hygiene	<p>The Contractor should provide onsite:</p> <ul style="list-style-type: none"> • One sanitary facility (1 toilet with shower, 1 washing basin, 1 urinal) per 25 workers in accordance with Section 2/2 of Code No. 22 • Sanitary facilities to be covered, easily accessible, ventilated, well lit, maintained, and sanitized • Safe drinking water in accordance with Jordanian specifications distributed by pipes that are at least 2 meters away from any contaminated water source in accordance with Section 2/3 of Code No. 22 	Adequate and proper sanitary facilities available	Weekly	Contractor	Supervision Consultant
		Drinking water available	Weekly		

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Traffic	<ul style="list-style-type: none"> Limit the use of vehicles to the site and avoid unnecessary trips Set up and abide by a time schedule for transporting material with the purpose of avoiding traffic congestion Provide warning signs at construction site 	Traffic around construction site	Weekly	Contractor	Supervision Consultant
		Warning signs available	Weekly		
Noise	<ul style="list-style-type: none"> Abide by the time and noise limits specified in the Instructions for Controlling and Preventing Noise for 2003 Abide by noise limits for workers set out in Section 2/9 of Code No. 22, including providing workers with protection equipment when necessary Use well-functioning equipment Turn off the machines when not in use 	Complaints from residents on noise	When complaint is lodged	Contractor	Supervision Consultant
		Workers wearing protective equipment	Weekly		
Dust	<p>The assigned Contractor should:</p> <ul style="list-style-type: none"> Provide ventilation in accordance with Section 2/8 of Code No. 22 Water the ground on windy days Cover construction site with barriers Mix material in an enclosed space Cover material when transporting in accordance with 3/2 of Code No. 22 Prohibit open burning Dump materials from short distances above the ground Minimize the number of construction vehicles trips from and to the site 	Best practices to avoid dust adopted	Daily	Contractor	Supervision Consultant
Water and Soil Pollution	<p>The assigned Contractor should:</p> <ul style="list-style-type: none"> Prepare and abide by a Spill Prevention Plan Minimize soil exposure time during construction Minimize the use of chemicals such as lubricants, solvents, and petroleum products as much as possible Ensure that all repair works are performed exclusively in workshops that are equipped with sealed floor. Discharge of collected waste in a appropriate manner and at dumping sites that are approved by the municipality 	Spill prevention plan in place and implemented	Weekly	Contractor	Supervision Consultant
Waste	<ul style="list-style-type: none"> Prepare and abide by a waste management plan Dispose of solid and liquid waste regularly and in accordance with the Solid Waste Management Bylaw (No. 27 for 2005) and Jordanian Code No. 21 for Solid Waste 	Waste management plan in place and implemented	Daily	Contractor	Supervision Consultant

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
	<ul style="list-style-type: none"> Separate waste according to type whenever possible The Contractor should communicate with Jerash municipality at the beginning with the project to approve transporting all domestic waste to Balqa (Al Humra) Landfill located around 33 km from school location The Contractor should communicate with Jerash municipality at the beginning with the project with regards of transporting the construction waste to a nearby location. 	Agreement with Municipality on construction waste disposal location	Once at beginning of construction		
Job Opportunities	<ul style="list-style-type: none"> Give priority of hiring for Jordanian workers 	% of workforce Jordanian	Bimonthly	Contractor	Supervision Consultant
Archaeological Resources	<ul style="list-style-type: none"> Stop work immediately if any suspected archaeological findings during construction were encountered. Client and the DOA should be immediately informed and work shall not commence before permit is granted by DOA. 	Findings reported to DOA and work stopped	When suspected finding is uncovered	Contractor	Supervision Consultant

Environmental Monitoring and Management Plan during the Operation Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Indoor and Outdoor Safety	<ul style="list-style-type: none"> Provide constant monitoring of student activities Conduct regular awareness sessions for students Provide shading at yards and open spaces 	Monitoring system in place and adequately staffed	Biannually	School Management	MOE
		Regular awareness sessions conducted	Biannually		
		Yards shaded and open spaces available	Annually		
Travel Time from and to School	<ul style="list-style-type: none"> Arrange the drop off and pick up point at the school gate 	Pick up point available and safe	Biannually	School Management	MOE
Noise	<ul style="list-style-type: none"> Prohibit students from doing activities outside the school boundary Arrange for activities to take place on appropriate time of the day Adjust speaker volume to minimize disturbance during morning queue and school activities 	Student activities limited to school boundary and daytime	Biannually / if complaint is lodged	School Management	MOE
		Noise from speaker does not exceed Jordanian standards	Biannually / if complaint is lodged		
Traffic	<ul style="list-style-type: none"> Install proper signage wherever possible Provide speed bumps and zebra crossings if possible Assign a traffic awareness committee 	Signs and speed bumps in place	Annually	School Management (coordination w/ Municipality)	MOE
		Traffic committee formed and active	Annually		
Solid Waste	<ul style="list-style-type: none"> Collect and dispose of waste regularly Assign a committee to ensure the proper collection and disposal of the waste Distribute signs around the school regarding the proper way of waste disposal Separate waste whenever possible by having separate disposal waste bins Waste generated from workshops should be handled with care and under supervision at all times Recycle waste whenever possible 	Waste disposal system in place	Biannually	School Management	MOE
		Recycling encouraged on the school premises	Annually		
Protection from Intruders	<ul style="list-style-type: none"> Hire a guard to ensure no strangers enter the school premise Conduct a regular maintenance to the cameras installed at the premises 	Guard available and cameras operational at all times	Biannually	School Management	MOE

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Safety in Workshops	<ul style="list-style-type: none"> • Provide constant monitoring of student activities in the workshops and laboratories • Students should wear gloves and have access to a first aid kit • Provide Material Safety Data Sheets (MSDS) • Install an alarm system for leak detection 	Safety measures in place and alarm system operational	Biannually	School Management	MOE
Student Psychology	<ul style="list-style-type: none"> • Involve the students in the decoration of their classrooms • Use smart boards rather than chalk ones, which will aid at having interactive educational process, as well as overhead projector • Provide students with models and internet access 	Learning system modern, interactive and engages the students meaningfully	Annually	School Management	MOE
Interaction between Student	<ul style="list-style-type: none"> • Arrange for activities among different classrooms • Arrange for outdoor activities • Provide constant monitoring and supervision 	Students interact with each other in a safe environment	Annually	School Management	MOE

Name of School: Jumana Bint Abi Talib Basic Mixed School

Location: Amman Governorate/ Marka

Environmental Monitoring and Management Plan during the Design Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Affecting surrounding environment	<ul style="list-style-type: none"> Design the entrance of the school to facilitate the entry and exit of students without disturbing the residents 	Suitable design	Once	Design Consultant	USAID / MOE
Material Sourcing	<ul style="list-style-type: none"> Identify the material needed for the construction activities and the availability of such material onsite, the applicability of using such material should be investigated Coordinate with the local municipality in identifying the material available and those needed during construction, such that, available material will be used from local resources thus reducing transportation costs along with supporting the local economy 	Material available locally	Once	Contractor	USAID
Earthquake, fire and flooding	<ul style="list-style-type: none"> Design the facilities in accordance with the Jordanian Code No. 3 for Loads and Forces (Section 4 on Earthquakes) Study the flooding pattern at the area and adopt the design accordingly Obtain necessary approval from authorities namely civil defense and ensure the design drawing compliance with the Jordanian regulations 	Design in line with code and regulations	Once	Design Consultant	USAID / MPWH / MOE
Bathrooms and Toilets	<ul style="list-style-type: none"> Provide 1 toilet facility for every 40 students, in accordance with MOE requirements Provide ventilation in toilets in accordance with the Jordanian Code No. 16 for Natural Ventilation and Jordanian Code No. 30 for Mechanical Ventilation Provide Eastern toilets which are more easily cleaned and maintained except for Kindergartens Adhere to the Jordanian Code No. 19 for Building Sanitation Locate the toilets in a distance so that smells do not cause nuisance to students Design a proper septic tank with adequate capacity to prevent over loading and flooding of the wastewater/ sludge 	Design in line with code and regulations	Once	Design Consultant	USAID / MOE / MOH
Physically Disabled Students	<ul style="list-style-type: none"> Design the facilities in accordance with the Jordanian Code No. 32 for Construction Requirements for the Physically Challenged Assign a room equipped with sports machines that suit physically challenged students 	Design in line with code and regulations	Once	Design Consultant	USAID / MOE / MPWH

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Interaction between Students	<ul style="list-style-type: none"> Design separate facilities for different age groups 	Suitable design	Once	Design Consultant	USAID / MOE
Psychology of Students	<ul style="list-style-type: none"> Select stimulating colours for the classroom walls Provide ventilation in the classroom design (such as fans) by utilizing the Jordanian Code No. 16 for Natural Ventilation and Jordanian Code No. 30 for Mechanical Ventilation giving preference to natural ventilation whenever possible taking into consideration that windows should be wide enough to allow sunlight to enter but not enough to allow too much heat during the summer Include air conditioning wherever possible Provide natural lighting wherever possible in accordance with Jordanian Code No. 17 Allow for trees outside classroom windows wherever possible 	Suitable design in line with code and regulations and that includes air conditioning and trees	Once	Design Consultant	USAID / MOE
Monitoring of Students	<ul style="list-style-type: none"> Design supervising staff offices to overlook students' main activity areas Design open courtyards 	Suitable design	Once	Design Consultant	USAID / MOE
Energy Saving	<ul style="list-style-type: none"> Design the schools to allow for maximum use of sunlight. Install solar (electrical or water heating) panels Utilize the concept of lit areas in order to conserve electrical energy. Use thermal isolation materials. Use operable windows of the classrooms for the purpose of air ventilation. Design wide windows. 	Suitable Design that conserves energy and includes solar panels and thermal isolation materials	Once	Design Consultant	USAID / MOE
Use of School Building	<ul style="list-style-type: none"> Design separate entrance for locals so that not to interfere with the education of students Use durable material to be used in different facilities 	Suitable design	Once	Design Consultant	USAID / MOE

Environmental Monitoring and Management Plan during the Construction Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Occupational Health and Safety	<p>Prepare and abide by a Health & Safety Plan that includes the relevant measures described in Jordanian Code No. 22 for Public Safety during Construction:</p> <ul style="list-style-type: none"> • Proper signage (Section 5/1) of the Jordanian Regulations and Framework • Provision of firefighting measures (Section 2/5) • Provide temporary electrical connections (Section 2/12) • All openings and edges should be provided with guard rails and toe boards (Section 2/13) • Proper storage of materials (Section 3/3) • Abide by safety measures during painting works in accordance with Section 4/9 of Code No. 22 (4/9/2 for Lead-based paint, 4/9/3 for unsaturated polyesters, 4/9/4 for spray painting, and 4/9/5 for airless spray paints) • Safety measures according to type of equipment (Section 5) • Personal safety during work (Section 6) • Provide medical services (Section 2/4) including medical examination for all workers, first aid kit and personnel, and keeping logs of all medical records <p>In addition:</p> <ul style="list-style-type: none"> • Appoint accident prevention officer at the site (Item 34 of the FIDIC 1987) • Train all construction staff on Health & Safety Plan • Collect wastewater in septic tanks and dispose of it regularly and in safe manner • Provide fencing around the construction site at all times • Provide health and life insurance to all workers • Perform initial health screening on foreign workers • Perform regular health check-ups for all workers 	Health and safety plan in place and all construction workers familiar with its contents and their own responsibilities	Weekly	Contractor	Supervision Consultant
		Accident prevention officer on site	Weekly		
		Wastewater cesspits available and cleaned regularly	Weekly		
		Construction site fenced at all times	Daily		
		Life insurance available for all workers	Monthly		
		Clean health records for local and foreign workers	Monthly		
Workers Hygiene	<p>The Contractor should provide onsite:</p> <ul style="list-style-type: none"> • One sanitary facility (1 toilet with shower, 1 washing basin, 1 urinal) per 25 workers in accordance with Section 2/2 of Code No. 22 	Adequate and proper sanitary facilities available	Weekly	Contractor	Supervision Consultant

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
	<ul style="list-style-type: none"> Sanitary facilities to be covered, easily accessible, ventilated, well lit, maintained, and sanitized Safe drinking water in accordance with Jordanian specifications distributed by pipes that are at least 2 meters away from any contaminated water source in accordance with Section 2/3 of Code No. 22 	Drinking water available	Weekly		
Traffic	<ul style="list-style-type: none"> Limit the use of vehicles to the site and avoid unnecessary trips Set up and abide by a time schedule for transporting material with the purpose of avoiding traffic congestion Provide warning signs at construction site 	Traffic around construction site	Weekly	Contractor	Supervision Consultant
		Warning signs available	Weekly		
Noise	<ul style="list-style-type: none"> Abide by the time and noise limits specified in the Instructions for Controlling and Preventing Noise for 2003 Abide by noise limits for workers set out in Section 2/9 of Code No. 22, including providing workers with protection equipment when necessary Use well-functioning equipment Turn off the machines when not in use 	Complaints from residents on noise	When complaint is lodged	Contractor	Supervision Consultant
		Workers wearing protective equipment	Weekly		
Dust	<p>The assigned Contractor should:</p> <ul style="list-style-type: none"> Provide ventilation in accordance with Section 2/8 of Code No. 22 Water the ground on windy days Cover construction site with barriers Mix material in an enclosed space Cover material when transporting in accordance with 3/2 of Code No. 22 Prohibit open burning Dump materials from short distances above the ground Minimize the number of construction vehicles trips from and to the site 	Best practices to avoid dust adopted	Daily	Contractor	Supervision Consultant
Water and Soil Pollution	<p>The assigned Contractor should:</p> <ul style="list-style-type: none"> Prepare and abide by a Spill Prevention Plan Minimize soil exposure time during construction Minimize the use of chemicals such as lubricants, solvents, and petroleum products as much as possible Ensure that all repair works are performed exclusively in workshops that are equipped with sealed floor. Discharge of collected waste in a appropriate manner and at dumping sites that are approved by the municipality 	Spill prevention plan in place and implemented	Weekly	Contractor	Supervision Consultant

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Waste	<ul style="list-style-type: none"> Prepare and abide by a waste management plan Dispose of solid and liquid waste regularly and in accordance with the Solid Waste Management Bylaw (No. 27 for 2005) and Jordanian Code No. 21 for Solid Waste Separate waste according to type whenever possible The Contractor should communicate with Marka municipality at the beginning with the project to approve transporting all domestic waste to Ghabawi Landfill located around 20 km from school location The Contractor should communicate with Marka municipality at the beginning with the project with regards of transporting the construction waste to a nearby location. 	Waste management plan in place and implemented	Daily	Contractor	Supervision Consultant
		Agreement with Municipality on construction waste disposal location	Once at beginning of construction		
Job Opportunities	<ul style="list-style-type: none"> Give priority of hiring for Jordanian workers 	% of workforce Jordanian	Bimonthly	Contractor	Supervision Consultant
Archaeological Resources	<ul style="list-style-type: none"> Stop work immediately if any suspected archaeological findings during construction were encountered. Client and the DOA should be immediately informed and work shall not commence before permit is granted by DOA. 	Findings reported to DOA and work stopped	When suspected finding is uncovered	Contractor	Supervision Consultant

Environmental Monitoring and Management Plan during the Operation Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Indoor and Outdoor Safety	<ul style="list-style-type: none"> Provide constant monitoring of student activities Conduct regular awareness sessions for students Provide shading at yards and open spaces 	Monitoring system in place and adequately staffed	Biannually	School Management	MOE
		Regular awareness sessions conducted	Biannually		
		Yards shaded and open spaces available	Annually		
Travel Time from and to School	<ul style="list-style-type: none"> Arrange the drop off and pick up point at the school gate 	Pick up point available and safe	Biannually	School Management	MOE
Noise	<ul style="list-style-type: none"> Prohibit students from doing activities outside the school boundary Arrange for activities to take place on appropriate time of the day Adjust speaker volume to minimize disturbance during morning queue and school activities 	Student activities limited to school boundary and daytime	Biannually / if complaint is lodged	School Management	MOE
		Noise from speaker does not exceed Jordanian standards	Biannually / if complaint is lodged		
Traffic	<ul style="list-style-type: none"> Install proper signage wherever possible Provide speed bumps and zebra crossings if possible Assign a traffic awareness committee 	Signs and speed bumps in place	Annually	School Management (coordination w/ Municipality)	MOE
		Traffic committee formed and active	Annually		
Solid Waste	<ul style="list-style-type: none"> Collect and dispose of waste regularly Assign a committee to ensure the proper collection and disposal of the waste Distribute signs around the school regarding the proper way of waste disposal Separate waste whenever possible by having separate disposal waste bins Waste generated from workshops should be handled with care and under supervision at all times Recycle waste whenever possible 	Waste disposal system in place	Biannually	School Management	MOE
		Recycling encouraged on the school premises	Annually		
Protection from Intruders	<ul style="list-style-type: none"> Hire a guard to ensure no strangers enter the school premise Conduct a regular maintenance to the cameras installed at the premises 	Guard available and cameras operational at all times	Biannually	School Management	MOE

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Safety in Workshops	<ul style="list-style-type: none"> • Provide constant monitoring of student activities in the workshops and laboratories • Students should wear gloves and have access to a first aid kit • Provide Material Safety Data Sheets (MSDS) • Install an alarm system for leak detection 	Safety measures in place and alarm system operational	Biannually	School Management	MOE
Student Psychology	<ul style="list-style-type: none"> • Involve the students in the decoration of their classrooms • Use smart boards rather than chalk ones, which will aid at having interactive educational process, as well as overhead projector • Provide students with models and internet access 	Learning system modern, interactive and engages the students meaningfully	Annually	School Management	MOE
Interaction between Student	<ul style="list-style-type: none"> • Arrange for activities among different classrooms • Arrange for outdoor activities • Provide constant monitoring and supervision 	Students interact with each other in a safe environment	Annually	School Management	MOE

Name of School: Hay Al Iskan Basic Mixed School

Location: Jerash Governorate

Environmental Monitoring and Management Plan during the Design Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Affecting surrounding environment	<ul style="list-style-type: none"> Design the entrance of the school to facilitate the entry and exit of students without disturbing the residents 	Suitable design	Once	Design Consultant	USAID / MOE
Material Sourcing	<ul style="list-style-type: none"> Identify the material needed for the construction activities and the availability of such material onsite, the applicability of using such material should be investigated Coordinate with the local municipality in identifying the material available and those needed during construction, such that, available material will be used from local resources thus reducing transportation costs along with supporting the local economy 	Material available locally	Once	Contractor	USAID
Earthquake, fire and flooding	<ul style="list-style-type: none"> Design the facilities in accordance with the Jordanian Code No. 3 for Loads and Forces (Section 4 on Earthquakes) Study the flooding pattern at the area and adopt the design accordingly Obtain necessary approval from authorities namely civil defense and ensure the design drawing compliance with the Jordanian regulations 	Design in line with code and regulations	Once	Design Consultant	USAID / MPWH / MOE
Bathrooms and Toilets	<ul style="list-style-type: none"> Provide 1 toilet facility for every 40 students, in accordance with MOE requirements Provide ventilation in toilets in accordance with the Jordanian Code No. 16 for Natural Ventilation and Jordanian Code No. 30 for Mechanical Ventilation Provide Eastern toilets which are more easily cleaned and maintained except for Kindergartens Adhere to the Jordanian Code No. 19 for Building Sanitation Locate the toilets in a distance so that smells do not cause nuisance to students Design a proper wastewater pipelines to connect to the existing network 	Design in line with code and regulations	Once	Design Consultant	USAID / MOE / MOH
Physically Disabled Students	<ul style="list-style-type: none"> Design the facilities in accordance with the Jordanian Code No. 32 for Construction Requirements for the Physically Challenged Assign a room equipped with sports machines that suit physically challenged students 	Design in line with code and regulations	Once	Design Consultant	USAID / MOE / MPWH

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Interaction between Students	<ul style="list-style-type: none"> Design separate facilities for different age groups 	Suitable design	Once	Design Consultant	USAID / MOE
Psychology of Students	<ul style="list-style-type: none"> Select stimulating colours for the classroom walls Provide ventilation in the classroom design (such as fans) by utilizing the Jordanian Code No. 16 for Natural Ventilation and Jordanian Code No. 30 for Mechanical Ventilation giving preference to natural ventilation whenever possible taking into consideration that windows should be wide enough to allow sunlight to enter but not enough to allow too much heat during the summer Include air conditioning wherever possible Provide natural lighting wherever possible in accordance with Jordanian Code No. 17 Allow for trees outside classroom windows wherever possible 	Suitable design in line with code and regulations and that includes air conditioning and trees	Once	Design Consultant	USAID / MOE
Monitoring of Students	<ul style="list-style-type: none"> Design supervising staff offices to overlook students' main activity areas Design open courtyards 	Suitable design	Once	Design Consultant	USAID / MOE
Energy Saving	<ul style="list-style-type: none"> Design the schools to allow for maximum use of sunlight. Install solar (electrical or water heating) panels Utilize the concept of lit areas in order to conserve electrical energy. Use thermal isolation materials. Use operable windows of the classrooms for the purpose of air ventilation. Design wide windows. 	Suitable Design that conserves energy and includes solar panels and thermal isolation materials	Once	Design Consultant	USAID / MOE
Use of School Building	<ul style="list-style-type: none"> Design separate entrance for locals so that not to interfere with the education of students Use durable material to be used in different facilities 	Suitable design	Once	Design Consultant	USAID / MOE

Environmental Monitoring and Management Plan during the Construction Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Occupational Health and Safety	<p>Prepare and abide by a Health & Safety Plan that includes the relevant measures described in Jordanian Code No. 22 for Public Safety during Construction:</p> <ul style="list-style-type: none"> • Proper signage (Section 5/1) of the Jordanian Regulations and Framework • Provision of firefighting measures (Section 2/5) • Provide temporary electrical connections (Section 2/12) • All openings and edges should be provided with guard rails and toe boards (Section 2/13) • Proper storage of materials (Section 3/3) • Abide by safety measures during painting works in accordance with Section 4/9 of Code No. 22 (4/9/2 for Lead-based paint, 4/9/3 for unsaturated polyesters, 4/9/4 for spray painting, and 4/9/5 for airless spray paints) • Safety measures according to type of equipment (Section 5) • Personal safety during work (Section 6) • Provide medical services (Section 2/4) including medical examination for all workers, first aid kit and personnel, and keeping logs of all medical records <p>In addition:</p> <ul style="list-style-type: none"> • Appoint accident prevention officer at the site (Item 34 of the FIDIC 1987) • Train all construction staff on Health & Safety Plan • Provide fencing around the construction site at all times • Provide health and life insurance to all workers • Perform initial health screening on foreign workers • Perform regular health check-ups for all workers 	Health and safety plan in place and all construction workers familiar with its contents and their own responsibilities	Weekly	Contractor	Supervision Consultant
		Accident prevention officer on site	Weekly		
		Wastewater cesspits available and cleaned regularly	Weekly		
		Construction site fenced at all times	Daily		
		Life insurance available for all workers	Monthly		
		Clean health records for local and foreign workers	Monthly		
Workers Hygiene	<p>The Contractor should provide onsite:</p> <ul style="list-style-type: none"> • One sanitary facility (1 toilet with shower, 1 washing basin, 1 urinal) per 25 workers in accordance with Section 2/2 of Code No. 22 	Adequate and proper sanitary facilities available	Weekly	Contractor	Supervision Consultant

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
	<ul style="list-style-type: none"> Sanitary facilities to be covered, easily accessible, ventilated, well lit, maintained, and sanitized Safe drinking water in accordance with Jordanian specifications distributed by pipes that are at least 2 meters away from any contaminated water source in accordance with Section 2/3 of Code No. 22 	Drinking water available	Weekly		
Traffic	<ul style="list-style-type: none"> Limit the use of vehicles to the site and avoid unnecessary trips Set up and abide by a time schedule for transporting material with the purpose of avoiding traffic congestion Provide warning signs at construction site 	Traffic around construction site	Weekly	Contractor	Supervision Consultant
		Warning signs available	Weekly		
Noise	<ul style="list-style-type: none"> Abide by the time and noise limits specified in the Instructions for Controlling and Preventing Noise for 2003 Abide by noise limits for workers set out in Section 2/9 of Code No. 22, including providing workers with protection equipment when necessary Use well-functioning equipment Turn off the machines when not in use 	Complaints from residents on noise	When complaint is lodged	Contractor	Supervision Consultant
		Workers wearing protective equipment	Weekly		
Dust	<p>The assigned Contractor should:</p> <ul style="list-style-type: none"> Provide ventilation in accordance with Section 2/8 of Code No. 22 Water the ground on windy days Cover construction site with barriers Mix material in an enclosed space Cover material when transporting in accordance with 3/2 of Code No. 22 Prohibit open burning Dump materials from short distances above the ground Minimize the number of construction vehicles trips from and to the site 	Best practices to avoid dust adopted	Daily	Contractor	Supervision Consultant
Water and Soil Pollution	<p>The assigned Contractor should:</p> <ul style="list-style-type: none"> Prepare and abide by a Spill Prevention Plan Minimize soil exposure time during construction Minimize the use of chemicals such as lubricants, solvents, and petroleum products as much as possible Ensure that all repair works are performed exclusively in workshops that are equipped with sealed floor. Discharge of collected waste in a appropriate manner and at dumping sites that are approved by the municipality 	Spill prevention plan in place and implemented	Weekly	Contractor	Supervision Consultant

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Waste	<ul style="list-style-type: none"> • Prepare and abide by a waste management plan • Dispose of solid and liquid waste regularly and in accordance with the Solid Waste Management Bylaw (No. 27 for 2005) and Jordanian Code No. 21 for Solid Waste • Separate waste according to type whenever possible • The Contractor should communicate with Jerash municipality at the beginning with the project to approve transporting all domestic waste to Balqa (Al Humra) Landfill located around 32 km from school location • The Contractor should communicate with Jerash municipality at the beginning with the project with regards of transporting the construction waste to a nearby location. 	Waste management plan in place and implemented	Daily	Contractor	Supervision Consultant
		Agreement with Municipality on construction waste disposal location	Once at beginning of construction		
Job Opportunities	<ul style="list-style-type: none"> • Give priority of hiring for Jordanian workers 	% of workforce Jordanian	Bimonthly	Contractor	Supervision Consultant
Archaeological Resources	<ul style="list-style-type: none"> • Stop work immediately if any suspected archaeological findings during construction were encountered. Client and the DOA should be immediately informed and work shall not commence before permit is granted by DOA. 	Findings reported to DOA and work stopped	When suspected finding is uncovered	Contractor	Supervision Consultant

Environmental Monitoring and Management Plan during the Operation Phase

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Indoor and Outdoor Safety	<ul style="list-style-type: none"> Provide constant monitoring of student activities Conduct regular awareness sessions for students Provide shading at yards and open spaces 	Monitoring system in place and adequately staffed	Biannually	School Management	MOE
		Regular awareness sessions conducted	Biannually		
		Yards shaded and open spaces available	Annually		
Travel Time from and to School	<ul style="list-style-type: none"> Arrange the drop off and pick up point at the school gate 	Pick up point available and safe	Biannually	School Management	MOE
Noise	<ul style="list-style-type: none"> Prohibit students from doing activities outside the school boundary Arrange for activities to take place on appropriate time of the day Adjust speaker volume to minimize disturbance during morning queue and school activities 	Student activities limited to school boundary and daytime	Biannually / if complaint is lodged	School Management	MOE
		Noise from speaker does not exceed Jordanian standards	Biannually / if complaint is lodged		
Traffic	<ul style="list-style-type: none"> Install proper signage wherever possible Provide speed bumps and zebra crossings if possible Assign a traffic awareness committee 	Signs and speed bumps in place	Annually	School Management (coordination w/ Municipality)	MOE
		Traffic committee formed and active	Annually		
Solid Waste	<ul style="list-style-type: none"> Collect and dispose of waste regularly Assign a committee to ensure the proper collection and disposal of the waste Distribute signs around the school regarding the proper way of waste disposal Separate waste whenever possible by having separate disposal waste bins Waste generated from workshops should be handled with care and under supervision at all times Recycle waste whenever possible 	Waste disposal system in place	Biannually	School Management	MOE
		Recycling encouraged on the school premises	Annually		
Protection from Intruders	<ul style="list-style-type: none"> Hire a guard to ensure no strangers enter the school premise Conduct a regular maintenance to the cameras installed at the premises 	Guard available and cameras operational at all times	Biannually	School Management	MOE

Identified Environmental Aspects or Impacts	Mitigation Measure(s)	Monitoring Indicator(s)	Monitoring and Reporting Frequency	Responsible Parties	
				Implementation	Monitoring / Reporting
Safety in Workshops	<ul style="list-style-type: none"> Provide constant monitoring of student activities in the workshops and laboratories Students should wear gloves and have access to a first aid kit Provide Material Safety Data Sheets (MSDS) Install an alarm system for leak detection 	Safety measures in place and alarm system operational	Biannually	School Management	MOE
Student Psychology	<ul style="list-style-type: none"> Involve the students in the decoration of their classrooms Use smart boards rather than chalk ones, which will aid at having interactive educational process, as well as overhead projector Provide students with models and internet access 	Learning system modern, interactive and engages the students meaningfully	Annually	School Management	MOE
Interaction between Student	<ul style="list-style-type: none"> Arrange for activities among different classrooms Arrange for outdoor activities Provide constant monitoring and supervision 	Students interact with each other in a safe environment	Annually	School Management	MOE

END OF CONDITIONS OF PARTICULAR APPLICATION-SECTION 6

