

tenders@mutah.edu.jo

omar.thonibat@yahoo.com

ملحق عطاء ١٠ ميغا واط

على الشركات المتقدمة تقديم عرض آخر على نظام (EPC) Engineering, Procurement and Construct Operation, Training and Maintenance) تصميم وتنفيذ وربط وتشغيل وصيانة نظام خلايا شمسية بقدرة ١٠ ميغا واط .

A. The EPC design will be implemented in the following three stages which include the whole work referred to in this contract as follows:-

١. **Stage One: (Engineering, Procurement and Construct (EPC):** The winning bidder will design, construct, test and successfully fully commission a (١٠,٠ MWac) PVs power plant to Mutah University in accordance with his accepted financial in **maximum (١٨) months** from the date of commencement.
٢. **Stage Two: (Operation, Training and Maintenance):** The winning bidder will operate, train, and maintain the (١٠,٠ MWac) PVs power plant for **(٢٤) Months** starting from the date of acceptance of the final commission, and the starting of the commercial operation date (C.O.D) this shall be extended to the date of final completion, handing-over the project and the issuance of the “Taking-over Certificate”.
٣. **Stage Three: (Maintenance, Technical support, Warrantee):** Two years **(٢٤ Months)** of maintenance including spare parts free of charge, commenced from the date of final completion referred to above and the issuance of the “Taking-over Certificate” to the final handing over and the issuance of the final handing over committee report and the “Defect Liability Certificate”.

B. The offer should include list of enough spare parts that will be used after the end of stage three.

C. Contract Period of Time and Penalties -

The project time for completion is (٤٧) Months distributed as follows:-

- a. (١٨) Months for designing, construction, testing and final commissioning from the commencement date until the commercial operation date (C.O.D) and handing over the design and construction as stated at (Stage One) of this contract. There will be a penalty for every unjustified delay. For EPC contract (Stage one) of work there will be a delay liquidate damage (D.L.D) equal to (٥٠٠٠) JD/day for every unjustified delay. The maximum period of delay for this contract will not be more than ١٥% of the project period of construction stage one referred to above, after that MU has the right to take any action in accordance with the conditions of this contract
- b. (٧٤) Months for operation, training including maintenance as stated at (stage two) of this contract, from the (C.O.D) referred to above until the final handing and the taking over and the issuance of the taking over certificate of the whole works of the project successfully. And starting date of the defectliability period (D.L.P).
- c. (٧٤) Months as a defect liability period (D.L.P) starting from the date of the issuance of the taking over certificate of the whole works referred to above until the issuance of the defects liability certificate (D.L.C). However, at the date of final handing over / taking over, or at any other date or period within this stage (Stage Two) of the work, the performance of the facility (Plant) should not be less than the contract efficiency capacity, while failure of the contractor to achieve the required performance for any reason what so ever during this period shall give the “Client” the right to apply the performance liquidated damages (P.L.D), and to calculate the cost and damages which shall be borne by the contractor, as stated below, and the contractor is obligated to carry on all the necessary steps and actions to rectify the defaults and achieving the (١٠٠%) contract performance:-

Damages = (Designed Generation Capacity [kW] – Actual Generation [kW]) × (hours of subpar efficiency [hour]) × (Electricity Rate at time of loss [JD])

However, If the maximum cost due to any delay and/or to any lack of performance which shall be borne by the contractor exceeds the (٧٠%) of the “Contract Sum” , the **Mutah University** shall have the rights due to the contractor failure referred to above to take any other necessary actions (i.e: Additional deduction of the contract Sum **and / or** – Additional extension of (Stage Two) of works with cost and damages.) among other action referred to within the General Condition of this contract such as breaching of the contract, and carrying on the work on the expense of the contractor what so ever.