

- 9/28/23/169
9/1/2002

LETTER OF AWARD

Messers: **ALSTOM Power Boilers / MAG CONSORTIUM**

ALSTOM Power Boilers
19 21, avenue Morane Saulnier
BP 74
48141 Velizy Cedex (France)

MAG Engineering & Contracting Co
P.O.Box 851659
Amman 11158 Jordan

**Subject : CENTRAL ELECTRICITY GENERATING COMPANY
AQABA THERMAL POWER STATION
BOILER CONVERSION TO DUAL FIRING (N.GAS/H F O)
BID No. 28 / 2001**

Gentlemen,

With reference to the Bid Documents Titled:

**BID No. 28 / 2001
FOR**

**AQABA THERMAL POWER STATION
BOILER CONVERSION TO DUAL FIRING (N.GAS/H F O)**

Prepared and issued by the Central Electricity Generating Company (CEGCO) and with reference to your proposal dated 20.Aug.2001 and all the relevant correspondence including the minutes of meeting on 12-15 Nov.2001 and 05.Jan.2001 and your fax reference 01 177 12 65 CEGCO dated 06.Jan.2002 attached herewith, we are pleased to advise you that Your Bid has been accepted by CEGCO for turnkey of the Complete Design, Supply, Modification and Installation of Boilers Conversion and Auxiliaries as covered by the above mentioned Bid No. 28 2001 and in accordance with the following :

1. BID DOCUMENTS

A. Said Bid Documents No. 28 / 2001 " the conversion Aqaba Thermal Power Station Boiler to burn natural gas / heavy fuel oil (dual firing) " are forming the contract and are to be taken as mutually explanatory of one another , but in case of ambiguities or discrepancies , the priority of the documents forming the contract shall be as follows :-

- 1 - Contract Agreement*
- 2- Letter of Award*
- 3- Agreed Commercial Deviations*
- 4- Agreed Technical Proposal*
- 5- Request for Proposal*
- 6- Instruction to Bidders*
- 7- General Conditions*
- 8- Special Conditions*
- 9- Schedules*
- 10- Any other Document Forming Part of The Contract*

B. (Other applicable documents such as, letters, fax, agreed minutes of meetings, etc.).

2. SCOPE OF WORK

You shall furnish all necessary labor, equipment, materials, supervision and perform all other work in accordance with the Bid Documents and agreed technical proposal drawings, including documents and correspondence as mentioned above for the turnkey project of Aqaba Thermal Power Station , boilers conversion 28-2001.



3. **CONTRACT PRICE**

The Firm Lump Sum Total Contract Price for the complete scope of Work as agreed shall be:

(In Figures) 15 050 000 Euro + 3 460 000 JD

(In Words) fifteen million fifty thousands Euro plus three million four hundred sixty thousands Jordan Dinars

and optional spare parts in amount of :

(In Figures) 590 000 Euro

(In Words) five hundred ninety thousands Euro

The breakdown of the prices to be included in the contract agreement.

4. **TERMS AND MODE OF PAYMENT**

You will be paid in (currency) in strict accordance with the Contract Documents.

5. **TIME OF COMPLETION**

With the acceptance of this Letter of Award, you will commence the Works comprised in the Contract within fifteen (15) days from the date of this letter, and will complete and deliver the whole of the Works comprised in the Contract, within (22) months from the last day of the aforesaid period.

6. **PERFORMANCE BOND**

Within thirty (30) days after the issuance this Letter of Award, you are requested to furnish Two Performance Bonds one for the Euro portion and the second for the JD portion for the sum of ten percent (10%) of each portion of the Contract Price and Advance Payments Guarantees one for the Euro portion and the second for the JD portion for the sum of ten percent (10%) of the CIF price, drawn on a Jordanian Bank, acceptable to the OWNER, as a guarantee for the due and faithful performance of the Contract.

The Performance Bond will be binding up to the date of formal acceptance of the Works by the OWNER. You will extend the validity of your BID Bond, if required, until the date the Performance Bond becomes effective.

7. FORMAL CONTRACT

A formal Contract Agreement will be prepared by the Contractor for signature by both Parties exclusively based and strictly in accordance with the Bid Documents. Pending the completion of this Agreement Form, your BID, all the Bid Documents, all correspondence and the Letter of Award will together form a formal binding Contract between you and ourselves.

8. MAINTENANCE PERIOD

The maintenance period for the project is two (2) calendar years starting from the date of the commercial operation and as mentioned in the Bid Documents and the other documents mentioned herein.

9. CORRESPONDENCE

Unless otherwise instructed, you will address all correspondence in the following manner:

**CENTRAL ELECTRICITY GENERATING COMPANY
MANAGING DIRECTOR
P. O. Box 3148
Amman 11181, Jordan.**

10. REVENUE STAMPS AND AWARD FEES

CEGCO shall pay the revenue stamps and award fees and will deduct the same amount from the advance payment.



11. CONTRACTOR'S REPLY

We would appreciate your immediate reply, advising CEGCO that you are mobilizing to start the work accordingly.

Awaiting your reply, we remain.

Yours Faithfully,

A.Y. ENSOUR ,

~~Chairman~~

cc: H.E. Minister of Energy and Mineral Resources

Managing Director
MD Assistant /Technical Affairs
MD Assistant /Power stations
MD Assistant /Financial Affairs

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22