

*ADDENDUM NUMBER 2 TO
INVITATION FOR BIDS FOR PERFORMANCE BASED ENERGY SAVING
GUARANTEE CONTRACT FOR KHOW PUMPING STATION TENDER NO
(12/2001/SPECIAL WORKS)*

JULY 2011

- **Correction in Contract Document section III Main Performance Phase:
Performance of Energy Savings Guarantee**

§ 6.1 Basic Remuneration for all Services of the ESCo reads now:

As a lump-sum final basic remuneration for all his services specified in this contract (including Annex III), the ESCo shall receive quarterly payments during the duration of the Main Performance Phase. The quarterly payments for the first 4 quarters each equal 25% of the ESCo's basic remuneration pursuant to Annex V clause 3.5. Any amount paid in excess after the first settlement period will be considered in future quarterly payments (in accordance with §7 (3)(5)); the total payments for the first four quarters are _____. The adjusted quarterly payments are according to a share of _____ per cent (Annex V) of the amount resulting from the ESG (§ 2) if the targets are achieved or exceeded. If the guarantee is fulfilled exactly, this corresponds to a net amount of _____ (Annex V) plus the applicable statutory turnover tax which is final and conclusive and (except for the bonus (§ 6.3) rules out any subsequent claim.

- **Correction of the Instruction to Bidders (ITB) on page 10 clauses 35 and 36**

Clause 35 reads now as follows:

35. Advance Payment

Not later than **30 days** from signing the contract by both parties, the Bidder shall submit his first invoice equal to 175'000 JOD as an advance payment accompanied with an advance payment bank guarantee of equal amount.

Clause 36 reads now as follows:

36. Advance Payment Guarantee

36.1 Not later than **30 days** from signing the contract by both parties, the Bidder shall provide WAJ with an Advance Payment Guarantee (Bank Guarantee) of 175'000 JOD by a Jordanian Bank.

36.2 This guarantee shall be automatically renewed and shall not be released without the written consent of WAJ.

36.3 The advance payment guarantee shall be annually recovered from the Off-taker's payments in equal amounts over the contract period (thereby effectively reducing the basic remuneration payable to the Off-taker by that amount). The advance payment bank guarantee may be equally reduced.

36.4 The Guarantor (Jordanian Bank) may not avoid his liability under the guarantee on the ground that a change in the Contract agreed between the Bidder and WAJ has not been approved by the Guarantor.

Sep 18Th.2011