

**أولاً: المقدمة :-**

تدعو شركة العقبة لإدارة وتشغيل الموانئ المناقصين المتخصصين والمؤهلين للمشاركة في العطاء رقم (08/ع.ل/2025) شراء خدمات التأمين على الموجودات والممتلكات المينائية ، وذلك من خلال تقديم عروضهم وفقاً للشروط العامة والشروط الخاصة والمواصفات الفنية المبينة ضمن نسخة دعوة العطاء ، على من يرغب بشراء نسخة دعوة العطاء مراجعة مكتب لجنة الشراء الرئيسية في مبنى إدارة شركة العقبة لإدارة وتشغيل الموانئ .

**• شروط بيع نسخة دعوة العطاء :-**

1. يتم بيع نسخة العطاء الى المناقص او ممثله بموجب تفويض.
2. يجب على المناقص إحضار صورة عن سجله التجاري ساري المفعول وبما يخوله المشاركة في هذا العطاء .
3. ثمن نسخة دعوة العطاء ( 300 ) دينار اردني غير مستردة .
4. على المناقص ابراز وصل تسديد ثمن شراء نسخة دعوة العطاء ليسمح له بإيداع عرضه خلال المدة المتاحة لذلك .
5. يتحمل المناقص المحال عليه العطاء تكلفة الإعلان عن العطاء حتى لو تكرر الإعلان اكثر من مرة.

**• الجدول الزمني حسب اعلان طرح العطاء :-**

الرقم	الاجراء	اليوم والساعة	التاريخ
1	الإعلان وبدأ بيع نسخ دعوة العطاء	الاربعاء الساعة الثامنة صباحاً	2025/07/02
2	آخر موعد لبيع نسخ دعوة العطاء	الاربعاء الساعة الثانية عشر ظهراً	2025/07/09
3	آخر موعد لتقديم للاستفسارات	الاربعاء الساعة الثانية عشر ظهراً	2025/07/16
4	آخر موعد لإيداع وفتح العروض	الاربعاء الساعة الحادية عشر صباحاً	2025/07/23

## ثانياً - الشروط العامة:-

يعتبر نظام المشتريات الحكومية رقم (8) لعام 2022 وتعليمات تنظيم إجراءات المشتريات لعام 2022 الصادرة بمقتضاه، وأية ملاحق لهذا النظام أو التعليمات شروطاً عامة لهذا العطاء، وإذا ورد في الشروط الخاصة أو المواصفات الفنية ما يتعارض مع الشروط العامة فإنه يُعتمد ما جاء في الشروط الخاصة أو المواصفات الفنية.

1. يجب على المناقص أن يختم ويوقع كافة وثائق الشراء والتي تشمل (الشروط العامة والخاصة المرفقة في دعوة العطاء وعرض المناقص الفني والمالي وجميع الوثائق المقدمة في عرض المناقص) ويقدمها ضمن العرض كاملة وفي حال عدم توقيع المناقص أو ختمه على العرض المقدم منه حسب الأصول أو وجود نقص بالعرض أو غموض أو شطب أو إضافة أو تعديل بشكل لا يمكن من الإحالة فسيتم استبعاد العرض المقدم من المناقص.
2. أهلية المناقص يعتبر المناقص مؤهلاً للمشاركة في العطاء إذا حقق جميع البنود التالية:-

- أن يكون المناقص مسجلاً لدى وزارة الصناعة والتجارة ولديه سجل تجاري ورخصة مهن تخوله المشاركة في هذا العطاء.
- أن لا يكون المناقص من المناقصين الذين سبق إن تم مصادرة كفالتهم لدخول عطاء أو كفالتهم لحسن التنفيذ لعطاء سابق، لدى أي جهة، وان لا يكون من المناقصين المحرومين من التعامل مع الجهات الحكومية، وعلى المناقص الإفصاح عن أي مشاكل سابقة من هذا القبيل وتحت طائلة المسؤولية وذلك خلال العشر سنوات السابقة.
- يجب على المناقص أن يكون مسجلاً بنظام الفوترة الوطني الإلكتروني.
- يجب على المناقص أن يقدم المعززات المطلوبة التي تثبت تسجيل بنظام الفوترة الوطني الإلكتروني.
- أن يقدم المناقص ما يثبت ملاءته المالية.

3. يتم إيداع العروض في مكتب لجنة الشراء الرئيسية (للازم والخدمات) في مبنى إدارة شركة العقبة لإدارة وتشغيل الموانئ بعد إبراز الوصل المالي لشراء نسخة دعوة العطاء .

4. في حال وجود أي تخفيضات على السعر المقدم يجب تثبيتها وذكرها بشكل واضح وصريح ولجنة الشراء عدم الأخذ بأي تخفيض غير واضح أو مُربك أو يمكن إن يُفهم على أكثر من وجه.
5. يجب على المناقص بيان وضع منشأة المناقص (فرداً، شركة، مؤسسة أو غيره)، وتسمية الشخص المخول أو المفوض بالتوقيع، وبيان العنوان التفصيلي الدائم للمناقص بشكل واضح (موقع، هاتف، فاكس، صندوق بريد، بريد الكتروني، رقم وطني ورقم ضريبي).
6. تعتبر أي مخاطبة أو إشعار أو غيره بأي وسيلة كانت، تسلم إلى المناقص على عنوانه المحدد من قبله مُستلمة بتاريخ إرسالها وحسب الأصول.
7. يجب على المناقص التأكد من حصوله على وثائق دعوة نسخة العطاء كاملة، وتقديمه للعرض يعتبر إقراراً منه بكل ما ورد في وثائق العطاء.
8. يجب أن تكون المواصفات المقدمة من المناقص كاملة وشاملة ودقيقة وتحقق كل البنود الواردة في المواصفات المطلوبة للعطاء.
9. يلتزم المناقص بتقديم الأسعار بالدينار الأردني شاملة للرسوم والضرائب الأخرى والضريبة العامة على المبيعات واية عوائد حكومية أو غير حكومية وحسب القوانين والأنظمة المعمول بها في المملكة الأردنية الهاشمية بخصوص الإعفاءات.
10. الكفالات (يلتزم المناقص بتقديم الكفالات والتعهدات والضمانات والتأمينات المبينة تالياً وفي المواعيد المحددة لكل كفالة) ويلتزم المناقص بذكر اسمه ورقم العطاء ونوع التأمين أو الكفالة على الشيكات المقدمة منه: -
11. تأمين دخول العطاء يقدم مع العرض وبقيمة لا تقل عن (3%) من القيمة الإجمالية وذلك على شكل شيك بنكي مصدق أو التزام بنكي ساري المفعول لمدة لا تقل عن (120) يوم من تاريخ آخر موعد لإيداع العروض وعند إعادة الطرح يجب أن تكون صلاحية التأمين (120) يوم من تاريخ آخر موعد لاستلام عروض إعادة الطرح.
12. يلتزم المناقص المحال عليه العطاء تقديم كفالة حسن تنفيذ بنكية أو شيك بنكي مصدق وبقيمة لا تقل عن (15%) من القيمة الإجمالية لقرار الإحالة، ويتم تقديم هذا التأمين بعد الإحالة النهائية. ويحق للمناقص عند تقديم هذا التأمين استعادة تأمين دخول العطاء.

13. يجب ألا تقل صلاحية العرض المقدم من المناقص عن (120) يوم من تاريخ آخر موعد لإيداع العروض.

14. تتم مصادرة تأمين دخول العطاء بقرار لجنة الشراء الرئيسية إذا لم يوقع المناقص المحال عليه العطاء على عقد الشراء خلال المدة المحددة في إشعار الإحالة النهائية، أو إذا لم يقدم المناقص تأمين حسن التنفيذ في الوقت المحدد لذلك.

15. بالإضافة لجميع البنود الموجبة لاستبعاد عرض المناقص الواردة في نظام المشتريات الحكومية رقم (8) لسنة 2022 والتعليمات الصادرة بموجبية يتم استبعاد عرض المناقص في الحالات التالية: -

- إذا لم يرفق المناقص تأمين لدخول العطاء بالقيمة المطلوبة وحسب الأصول.
- إذا لم يقيم المناقص بختم وتوقيع جميع الوثائق المقدمة ضمن عرضه.
- إذا لم يلبي المناقص أي من الشروط المتعلقة بأهلية المناقص.
- إذا قدم المناقص أكثر من عرض واحد للمواد المطلوبة.
- إذا قدم المناقص بديل في العرض المقدم من قبله.
- إذا لم يقدم المناقص ما يثبت ملاءته المالية.
- في حال تبين عدم صحة أي معلومة مقدمة من المناقص سواء في الشهادات أو المصداقات أو المخاطبات.
- إذا لم يكن عنوان المناقص موضح ومثبت بالصورة المطلوبة ضمن الشروط.
- إذا لم يلتزم المناقص بعدد النسخ المطلوبة في العرض المقدم منه كما هو مبين في الشروط أعلاه.



16. يلتزم المناقص بإعداد العرض على شكل مجل مرقم ومفهرس باللغة العربية او باللغة الإنجليزية وحسب النموذج التالي :-

NO	ترتيب الفصول
1	السجل التجاري
2	براءة ذمة من ضريبة الدخل
3	براءة ذمة من الضمان الاجتماعي
4	العرض الفني
5	العرض المالي ويشمل ( الكفالات في مغلف منفصل )
6	الملاءة المالية
7	إقرار خطي وفقاً لملحق قواعد الاخلاق والسلوك رقم (2) ( حسب المرفق في وثائق العطاء ) .

17. يجب تقديم نسخة الالكترونية (Searchable Soft Copy) للعرض المقدم .

18. طريقة الاعتراض على قرار الإحالة المبدئية: -

- يقدم الاعتراض خطياً موقع ومختوم حسب الأصول ضمن المدة المحددة في قرار الإحالة المبدئية.
- يُسلم الاعتراض باليد إلى الجهة المشتريّة من قبل المناقص أو ممثله المفوض بموجب تفويض رسمي.
- تسلم الإشعارات وكافة الوثائق المتعلقة بالاعتراض إلى سكرتير لجنة الشراء الرئيسية في مبنى شركة العقبة لإدارة وتشغيل الموانئ.

19. يجب إن يتضمن الاعتراض المقدم من المناقص ما يلي: -

- وصف طبيعة ومبررات الاعتراض والسند القانوني لهذا الاعتراض بما فيها أحكام النظام أو التعليمات الصادرة بموجبه.
- بيان الاسم والعنوان وأرقام الهاتف والفاكس وعنوان البريد الإلكتروني لمقدم الاعتراض.
- سيتم رفض الاعتراض غير المستوفى للمتطلبات الواردة أعلاه.

20. غرامة التأخير: - يتم احتساب غرامة التأخير في تنفيذ العقد حسب المادة رقم (1/78) من تعليمات تنظيم إجراءات المشتريات الحكومية لسنة 2022 ولا يحول فرض غرامة على المتعهد من حق شركة العقبة لإدارة وتشغيل الموانئ أو لجنة الشراء في مطالبته بالعدل والضرر الناشئ عن التأخير في تنفيذ العقد.

21. يتم تسليم المواد المطلوبة في مستودعات مديرية اللوازم والمشتريات/ شركة العقبة لإدارة وتشغيل الموانئ.

22. طريقة دفع الأقساط على النحو التالي :-

• (50%) عند اصدار بوالص التأمين والتوقيع على امر الشراء ( الاتفاقية ) .

• (50%) بعد مرور ( 6 ) اشهر من تاريخ اصدار البوالص .

23. تعتبر الشروط والمواصفات الواردة في وثائق الشراء والعرض وكتب الالتزام المقدمة من المناقص جزءاً لا يتجزأ من العقد.

24. للجنة الشراء الحق بإلغاء عملية الشراء قبل الموعد النهائي لتقديم العروض دون أن يكون لأي من المناقصين الحق في الرجوع على الجهة المشتري بأي خسارة أو ضرر ولا يترتب على الجهة المشتري أي التزامات مادية أو غير مادية مقابل ذلك.

25. للجنة الشراء الحق بإلغاء عملية الشراء أو أي من إجراءات الشراء قبل توقيع المناقص عقد الشراء (العقد) دون أن يكون لأي من المناقصين الحق في الرجوع على لجنة الشراء بأي خسارة أو ضرر ناشئ عن تقديم عرضه ولا يترتب على لجنة الشراء أي التزامات مادية أو غير مادية .

26. يعتبر صدور قرار الإحالة المبدئي وإشعار المناقص به ملزماً له إذا كان عرض المناقص ساري المفعول على ان يصدر قرار الإحالة النهائي خلال فترة سريان العرض والكفالة.

27. يعتبر صدور قرار الإحالة النهائي وإشعار المناقص به ملزماً له بتنفيذ مقتضى القرار .

28. يعتبر توقيع امر الشراء (العقد) من قبل المتعهد اعترافاً منه بأنه مطلع على كافة محتويات قرار الاحالة وامر الشراء وكل ما يتعلق بهما وانه ملتزم التزاماً تاماً بمحتوياتهما ومضمونهما.

طبع على الورق الدروس الخاص بالمناقص المتقدم العطاء.

(اقرار خطي)

نقر وتتعهد نحن - (أسم المناقص)

تحت طائلة المسؤولية وفقاً لإحكام نظام المشتريات رقم (8) لسنة 2022 والتعليمات الصادرة بموجب ووفقاً لملحق قواعد الأخلاق والسلوك رقم (3) بنظام المشتريات الحكومية ووفقاً لإحكام التشريعات بما يلي: -

1. الالتزام بأداء واجباتنا وفقاً لأحكام النظام أعلاه والتعليمات الصادرة بموجب وعقد الشراء وأية لوائح ذات علاقة ونلتزم بالسلوكيات والنشاطات المتعلقة بالشراء.

2 نتعهد بعدم القيام بأي ممارسات تنطوي على فساد أو احتيال أو تواطؤ أو أكراه أو إعاقة وتشمل الممارسات المحظورة بموجب أحكام نظام المشتريات الحكومية دفع أي مبلغ أو إعطاء أي شيء له قيمة شخصية أو مالية بأي طريقة بغرض التأثير على إجراءات الشراء.

3 نتعهد بعدم القيام بأي تصرف مخالف لأحكام نظام المشتريات الحكومية أو التحريض على ذلك بما في ذلك التصرفات التي تنطوي على فساد أو احتيال أو كراه.

الاسم: -

التاريخ -

التوقيع: -

الختم -

# 2025

## AQABA COMPANY FOR PORTS OPERATIONS & MANAGEMENT RFP / TENDER FOR INSURANCES



PHOTO HAGOP

شركة العقبة لإدارة وتشغيل الموانئ  
العطاءات  
نسخة للإطلاع فقط

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Appendix A: [Total sum insured breakdown]

POLICIES SPICEMAN

شركة العقبة لإدارة وتشغيل الموانئ  
العطاءات  
نسخة للإطلاع فقط

1

## INTRODUCTION

You are invited to participate in the tender for the insurance arrangements of “**Aqaba Company for port operations and Management**”.

The written response to the tender should be as an acceptance & compliance with all the mentioned instructions to participants and the required coverage specifications.

شركة العقبة لإدارة وتشغيل الموانئ  
العضاءات  
نسخة للإطلاع فقط

## INSTRUCTIONS TO PARTICIPANTS

***Failure to comply with any of the bid requirements or procedures will render the delinquent bidder liable to disqualification at the absolute discretion of The Aqaba Company for port operations and Management”.***

The attention of bidders is drawn to the attached timetable for the tender process.

- 1 Bidders MUST acknowledge and confirm their intention to bid or not in accordance with Acknowledge /Confidentiality of Information attached form .
- 2 (a) All communications in connection with the tender (with the exception of the bid submission) are to be Addressed to the provided contacts within this tender documents.  
  
(b) The formal bid is to be submitted utilising the tender format attached at Appendices, signed by an authorised officer of the company, in a plain envelope showing No Name and No identification of the bidder, and marked :“Aqaba Company for port operations and Management Insurance Tender 2025”  
  
(c ) Your Quotation should be submitted in original to the Procurement Department of Aqaba Company for port operations and Management at Aqaba not later than 11 am Amman local time on **23 07 2025**. Your quotation should be submitted in a sealed envelope. The quotation must be signed by your authorized representative and the representative should attend the opening. Quotations received later than the date and time specified above will be rejected.
3. All Bidders or their representatives should attend the opening on **23 07 2025** at 11 am Bids must comply with the coverage structure, policy wording, insured values, limits of property all risks , conditions and deductibles – as specified in the bid documents.
- 4. If full compliance with the bid specifications is not possible, bidders are to submit details of qualifications, utilising the format as shown at standard Forms**
5. Bidders should not offer discretionary alternatives to the bid specifications. However in case offering other options that should be clearly stated
6. Bids must be valid for a period of at least 120 days from the date of submission.
7. Bids must include details of the proposed reinsurance placement showing **60%** support in accordance With Jordanian Declaration Reinsurance Placment Form (REINSURANCE SLIPS TO BE ATTACHED ) .

شركة العقبة لإدارة وتشغيل الموانئ  
العطاءات  
نسخة للإطلاع فقط



8. A writing evidence should be submitted by way of a clear signed and stamped reinsurance slip showing 100% reinsurance support within 14 days of the initial award
9. A draft cheque or a bank guarantee with a value of 3% of the quoted premiums should be attached to the tender as tender security . Tender security should be replaced by either one of the aforementioned with a value of 15% upon awarding the tender. The guarantee letter should be valid till expiration of insurance placement.
10. Incomplete or ambiguous bid submissions are liable to be rejected.
11. Aqaba Company for port operations and Management and/or Main Purchase Committee reserves their right not to accept the lowest bid. All other criteria will be evaluated
12. Any re-bidding will be at Aqaba Company for port operations and Management sole discretion unsolicited re-bids will be ignored.
13. The successful bidder will be required to:
  - 13.1. Confirm the award in writing within 24 hours of receipt
  - 13.2. Issue Cover Note for Insurances coverage required in accordance with formats to be provided by Aqaba Company for port operations and Management valid for 30 Days within 6 days of award .
  - 13.3. Issue the Policy Documents for all required covers in accordance with drafts to be supplied by Marsh Amman for Insurance services prior to the expiry of Cover Note.
14. Deviations from the Cover Note formats or Policy drafts will not be permitted without the prior written approval of Aqaba Company for port operations and Management otherwise will be liable to be rejected.
15. Aqaba Company for port operations and Management will advise unsuccessful bidders in writing following receipt of the Cover Notes from the successful bidder.
16. The award decision of Aqaba Company for port operations and Management will be final, and no communication from unsuccessful bidders will be entertained.
17. The Bidder shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, commissions, VAT and all other taxes payable which are verified in separate.
18. In case of any incident occurrence which may give rise to a claim, the Appointment of the loss adjuster will be subject to Aqaba Company for port operations and Management prior approval

شركة العقبة لإدارة وتشغيل الموانئ  
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19. The Bidder should confirm that reinsurance placement is in accordance with reinsurance placement category No. 4 for the year 2002 and its amendments issued from Jordanian Insurance authority

20. Aqaba Company for port operations and Management **has the right to assign any policy from the mentioned herein separately or as bundle.**

21. **Premium Payment** to be on 2 instalments as follows:

- 50% of the premium at inception
- 50% of the premium after 6 months from inception

In Connection with this request kindly note the following:

- Aqaba Company for port operations and Management by way of an addendum has the right to modify any provision or part of the tender at any time prior to the quotations due date.
- The preparation of the quotations will be by and at the expense of the bidder.
- The Quotation shall remain valid for 120 calendar days with effect from the quotation due date. This requirement is to be confirmed by the bidder in the proposal Tender Form.
- The lowest bid will not necessarily be accepted. Aqaba Company for port operations and Management reserves the right to consider all conditions of the proposed insurance policy and other factors without limitations.
- All tender requirements as; covers, deductibles, limits and sub limits mentioned within this tender documents must be applied in the quotations.
- Every participating insurance company must submit its annual report showing the following information:
  - ✓ Total Assets
  - ✓ Total Reserves
  - ✓ Written Premiums
  - ✓ Paid Claims
  - ✓ Net Profit
  - ✓ The company's experience in handling projects similar in Size and/or Kind
  - ✓ List of applied reinsures ranked at not less than A rated

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## TENDER TIMETABLE:

Event	Date
The announcement of the tender in the local Press by Aqaba Company for port operations and Management	02 07 2025
Last date for receipt of confirmation of the participation and buy a copy of tender documents	09 07 2025
Last date for receiving inquiries from the bidders	16 07 2025
Receiving the offers from insurance companies and open the envelopes in the presence of companies representatives	23 07 2025

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## MARSH&AQABA COMPANY FOR PORT OPERATIONS AND MANAGEMENT CONTACTS

**Marwa Emmam**

MANAGING DIRECTOR  
CEO - MARSH EGYPT AND  
JORDAN

Tel +201224000885  
[Marwa.emmam@marsh.com](mailto:Marwa.emmam@marsh.com)

**Mr. Mahmoud Abdelkarim  
khalifat**

General Director for  
AQABA Company for port  
operations and Management

**Mostafa Kamal**

Vice President & Claims  
Manager

EGYPT & JORDAN  
Tel +201211466758  
[Mostafa.kamal@marsh.com](mailto:Mostafa.kamal@marsh.com)

**LAWYER/ SAED MOWAFFAQ  
TAHA**

Manager of the Legal Dept  
AQABA Company for port  
operations and Management  
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## CLIENT OVERVIEW



### Detailed Business Description

Aqaba Port Authority was established in 1952 by a royal decree and took its present name (Aqaba Company for port operations and Management) in 1978.

The Old Port of Aqaba lays on latitude 29-31 North, longitude 35-01 east. It is situated in southern Jordan at the northern tip of the Gulf of Aqaba.

The New Port of Aqaba lays on latitude 29° 21' 43" North, longitude 34° 58' 45" east.

Port is only connected to the Red Sea.

### Registered Addresses

P.O Box 115 Aqaba 77110 Jordan

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## BUSINESS DESCRIPTION

1. Aqaba port has high productivity rates which are within the international rates.
2. Laws and legislations which allows the private sector to invest and share in the management and development of the Maritime sector represented by Aqaba Company for port operations and Management.
3. Distinguished and fast services safe and of high quality around the clock to fulfil the needs of the customers and to face the competition.
4. Reasonable tariff compared to the neighbouring ports, with flexibility in decision making.
5. Complete infrastructure (Berths, equipment& handling machineries).
6. Passengers Terminal equipped with all the facilities to receive tourists and workers coming to the countries of the area.
7. Security and safety for vessels and cargo through Aqaba Company for port operations and Management commitment to the ISPS Code on ships and port.
8. The Prince Hamzah Oil Spill Combat Centre is equipped to prevent environmental damage from Oil spills.
9. Specialized Berths equipped with all handling machinery and equipment for all kinds of cargo bulk and liquid.
10. The existence of an international airport serving air navigation and to support the port role in the multi transportation chain.
11. The implementation of the computerization of the ports operations. (IT'S Management).
12. As a result of IT Management (Port Position & Current cargo storage).

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## TRAFFIC INFORMATION

**Ships, Cargo Imports, Exports, Total Handling from 2006 to 2024**

Year	No. of Ships	Imports in Ton	Exports in Ton	Total in Tons
2024	1612	10051340	1145282	11196622
2023	1430	8968830	878352	9847181
2022	1424	10001984	806773	10808757
2021	1845	10075276	4830286	14905562
2020	1578	9857239	45030042	14387281
2019	2097	10903993	4822434	15726427
2018	2183	11092907	5031930	16124837
2017	2305	11734272	5589718	17323990
2016	2435	12218501	4547560	16766061
2015	2676	13148647	5233379	18382026
2014	2693	138435527	5201269	19044796
2013	2885	11784359	4531249	16315608
2012	3083	11943770	7411012	19354782
2011	2892	10208427	8975169	19183596
2010	2902	8795570	8055688	16851258
2009	2900	8302396	5898943	14201339
2008	3024	9165077	7787184	16952261
2007	2941	10297422	7495028	17792450
2006	2884	10144463	7020391	17164854

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**2019 Traffic Information**

Total Ships	2,097
No. of Passengers	440,581
Total Cargo	15,726,427 TONS

**2020 Traffic Information**

Total Ships	1578
No. of Passengers	74,051
Total Cargo	14,387,281 TONS

**2021 Traffic Information**

Total Ships	1845
No. of Passengers	68,492
Total Cargo	14,905,562 TONS

**2023 Traffic Information**

Total Ships	1430
No. of Passengers	217,389

**2024 Traffic Information**

Total Ships	1613
No. of Passengers	250,876

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### كشف حركة مناولة البضائع لميناء العقبة

البضاعة											السنة
الفحم		الحبوب بالطن	الغاز بالطن	النفط الخام بالطن	البضائع المختلفة بالطن	عدد السفن	مجموع الصادرات بالطن	مجموع الترانزيت بالطن	مجموع المستوردات بالطن	مجموع المناولة بالطن	
الفحم المكيس	الفحم السائب										
---	252033	2386708	321485	3516447	4469070	2676	5233379	401481	13148647	18382026	2015
362190	139163	3226769	340423	2980536	5926895	2435	4547560	182257	12218501	16766061	2016
445957	---	2855818	356927	2813232	4850702	2305	5589718	149438	11734272	17323990	2017
392212	---	2655925	368143	2489067	4234617	2183	5031930	208280	11092907	16124837	2018
280669	---	2623698	439038	2144669	4098575	2097	4822434	241667	10903993	15726427	2019
322052	-	2666311	425149	1743623	4523501	1578	4503995	198352	9684934	14387281	2020
318827	-	2517896	415173	1733270	4222995	1845	4830286	189512	10075276	14905562	2021
479911		3060886	480249	1469688	1842516	1424	806773	320880	10001984	10808757	2022
359244		3055593	471328	1212923	1685992	1430	878352	340100	8968830	9847181	2023
391757		3132649	481230	1470260	2504773	117	1145282	530779	10051340	11196622	2024

### كشف عدد السيارات والمواشي خلال الفترة (2015-2024)

المجموع	مواشي	السيارات (صادر/وارد)	السنة
1282209	1127301	154908	2015
1553272	1436616	116656	2016
913424	807249	106175	2017
863791	767224	96567	2018
892592	775799	116793	2019
1416860	1275115	116347	2020
1581758	1471992	109766	2021
1785979	1649753	136226	2022
1366275	1247796	118479	2023
1303765	1258110	45655	2024

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## FINANCIAL HIGHLIGHTS

### Revenue

Annual Revenue for the year 2024 as declared in the financial report:

**JOD 55,891,202** (BI required per year is JD 10,000,000)

### Property Damage & Business Interruption Values

#### A. Property Damage:

All figures in JD

<b>Building structure (passenger-Oil &amp; LPG , Rashed Club, Middle )</b>	<b>6,987,934</b>
Services building	2,700,000
New Labour facilities	6,812,768
Aqaba Special Economic Zone Customs Center (Yard 4)	8,029,454
Operations structures and contents & Open buildings, Sheds((New port)	41,525,765
Berth at old port	36,000,000
Berth & Bollards & Fender works & Floating Pontoon and Mooring Dolpins and Mooring Bouys	177,846,511
Boats & Barges	2,143,000
Machinery & Equipment	15,517,000
<b>Total</b>	<b>297,562,432</b>

#### B. Boats and Barges:

Operations within the port are handled through 5 boats and 1 barge with total sum insured of JD 2,143,000

#### C. Business Interruption:

2024 20,000,000 JD

**Additional declarations/notes by the Insured to the participants:**

**(Duty of disclosure)**

TBA

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## RISK MANAGEMENT / EXPOSURE DATA

- PROPERTY RISK SURVEY REPORT – MARSH RISK CONSULTING MENA

### PERFORMED BY:

Yasser including Mulla, Property Risk Consultant. MRC, MENA

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## CLAIMS DATA(ATTACHED PDF FILES)

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## COVER SPECIFICATION

### COVERAGE (A): PORT PACKAGE INSURANCE POLICY

Insured	Aqaba Development Corporation (owner) and/or Aqaba Company for port operations and Management Aqaba (operator) as their interest may appear and/or all others as they interest may arise.
Interest	<b>Section1:</b> Third Party Liability Insurance <b>Section 2, 3&amp;4:</b> Property Damage and Business Interruption as defined in Form: All Real and Personal Property owned by the Insured or for which they are responsible or wish to assume responsibility, Business Interruption and handling equipment. Section (1): Third Party Liability Section (2) : Property Damage Section (3) : Handling Equipment Section (4) : Business Interruption  <b>BI Indemnity Period:</b> 24 Months
Coverage	Port Package Insurance Policy (Property All Risks including Business Interruption, Handling Equipment& Third Party Liability Insurance) <b>As per the attached Wording</b>
Situation / Territorial Limits	Aqaba, Jordan.
Period of Insurance	<b>Section1, 2, 3&amp;4: Third Party Liability Insurance</b> , Property Damage and Business Interruption & handling equipment.  From: 01/09/2025 To: 31/08/2026  Both dates inclusive local standard time at the location of property insured.
Jurisdiction	Jordanian Courts
Sum Insured	<b>As Per the attached information on Appendix (A)</b> PD, Handling Equipment, BI

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Third Party Liability:	JOD 15,000,000.00 anyone accident or series of accidents arising out of one events - Sub limited to:
Limit of liability/ Sub-limits Inner Limits.	<ol style="list-style-type: none"> <li>1. Cross Liability: <b>JOD 1,000,000</b> anyone accident and in the aggregate</li> <li>2. Action Over Sublimit: <b>JOD 1,000,000</b> anyone accident and in the aggregate.</li> <li>3. Fire extension: <b>JOD 1,000,000</b> anyone accident and in the aggregate</li> <li>4. Infringement of personal rights: <b>JOD 1,000,000</b> anyone accident and in the aggregate.</li> <li>5. Advice and information: <b>JOD 500,000</b> anyone accident and in the aggregate.</li> <li>6. Fines: <b>JOD 1,000,000</b> anyone accident and in the aggregate.</li> <li>7. Wrongful delivery: <b>JOD 500,000</b> anyone accident in the aggregate.</li> </ol>
Insured's Retained Liability / Deductibles / Excesses / Franchises	<p><b>Section1: Liability</b></p> <p>JD 1,000 each and every loss in respect of Material Damage Only</p> <p>JD 20,000 each and every loss in respect of damage to hull.</p> <p>JD 35,000 each and every loss in respect of LPG/ LNG operations and pollution.</p> <p><b>Section2: Property Damage:</b></p> <p>JOD 10,000.00 EEL subject to catastrophe excess (including earthquake and named storm) 2% of Total insured Value</p> <p><b>Section 3: Natural Perils/ Handling Equipment</b></p> <ol style="list-style-type: none"> <li>1. Earthquake and named storm 2% of Total Sum Insured of Equipment.</li> <li>2. other perils JOD 20,000 per event</li> </ol> <p><b>Other Exclusions</b></p> <ol style="list-style-type: none"> <li>1. Items less than JOD 1,000,000: JOD 5,000 EEL</li> <li>2. Items between JOD 1,000,000 &amp; JOD 3,000,000: JOD 10,000 EEL</li> <li>3. Items over JOD 3,000,000: JOD 15,000 EEL</li> </ol> <p><b>Section4:Business Interruption</b></p> <p>First 14 days.</p>
Extensions / Conditions	<ol style="list-style-type: none"> <li>1. 7.5% N.C.B.</li> <li>2. 72 hrs clause</li> <li>3. Errors and omissions</li> <li>4. Static cover for non-registered vehicles while being imported/exported or in custody of ports subject to monthly declaration of stock of cars to insurer/reinsurer to limit of JOD 2.5M in the annual aggregate in respect of hail storm.</li> <li>5. New/acquired/ operation automatically covered to full limit subject to info provided to underwriters within 45 days &amp; additional premium TBA</li> <li>6. Policy covers all risks physical loss or damage to equipment; forklifts,</li> </ol>

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	conveyors, machinery, property of insured, leased, hired under his responsibility or in transit. 7. Cover for property in open shall be limited to properties designed to exist and operate in open except for vehicles that are being imported/exported and stored in open yards (static cover applies)
Exclusions	1. Institute Radioactive contamination, Chemical, Biological, Biochemical and electromagnetic weapons Exclusion clause – CL370 2. Institute Cyber Attach Exclusion clause – CL 380 3. Transmission and distribution lines Exclusion. 4. Seepage pollution and contamination Exclusion Clause. 5. Electronic Data Exclusion Clause – NMA 2915 6. War and civil war Exclusion Clause. 7. Mould and Fungus Exclusion Clause. 8. Nuclear Energy Risk Exclusion Clause. 9. Sanctions and Limitations Clause LMA 3100 10. Excluding floating / off shore properties. 11. Excluding Marine Vessels and equipment working underground. 12. Offshore Equipment in respect of Original Section3 13. Excluding Contingent Business Interruption. 14. Political Risks Exclusion clause NMA 2919 amended 15. Sabotage and terrorism Exclusion Clause. 16. Excluding Mechanical / Electrical breakdown exclusion for communication equipment or alarm system or computer system.
Notice	It is worth mentioning that the old berths (4) located at old port is owned by Aqaba development corporation (ADC) and the any loss or claim for those berths will be paid to ADC

**COVERAGE (B): HULL AND MACHINERY INSURANCE POLICY**

Insured	Aqaba Development Corporation (owner) and/or Aqaba Company for port operations and Management Aqaba (operator) as their interest may appear and/or all others as they interest may arise.
Interest	<b>5 boats and 1 Barge</b>
Coverage	Institute time clauses hull - port risks (CL 311 - 20/7/87)
Situation / Territorial Limits	Aqaba, Jordan.
Period of Insurance	From: 01/09/2025 To: 31/08/2026 Both dates inclusive local standard time at the location of property insured.

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Jurisdiction	Jordanian Courts
Sum Insured Value	<b>JOD 2,143,000</b>
Deductible	5% of sum insured of each boat only each and every accident
Conditions	<ol style="list-style-type: none"> <li>1. Collision liability</li> <li>2. Deductible clause 12 as per attached schedule Each and every loss except for total loss and constructive total loss</li> <li>3. Institute notice of cancellation automatic termination of cover and war exclusion rule</li> <li>4. 30 days' notice of cancellation</li> <li>5. Institute Malicious damage clause 266 (1/8/82) included</li> <li>6. Electronic Date recognition clause LSW 1069 (A)</li> <li>7. Institute Radioactive contamination, chemical, biological, biochemical &amp; Electromagnetic weapons Exclusion clause - CL 370 (10/11/03)</li> <li>8. Institute Cyber-attack exclusion clause - CL 380 (10/11/03)</li> <li>9. Towage voyages in excess of 500 nautical miles warranted approved by nominated surveyors and all recommendation complied with.</li> <li>10. General Average absorption clause (US \$100,000)</li> <li>11. Missing vessel clause wording.</li> <li>12. Parts removed clause LSA 789 (04/94)</li> <li>13. Warranted single tow.</li> <li>14. Cancellation returns only.</li> <li>15. Subject to be under local shipment with valid of recommend of compliance</li> </ol>

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## ACPOM TENDER 2025



### COVERAGE (C): CONTRACTORS PLANT AND MACHINERY INSURANCE POLICY

Insured	Aqaba Development Corporation (owner) and/or Aqaba Company for port operations and Management Aqaba (operator) as their interest may appear and/or all others as they interest may arise.					
Interest	Working Forklifts, machines and handling equipment - as attached Without plates numbers					
SI	JD 5,100,000					
Coverage	Own Damage (new replacement value) - Accidental material damage to insured equipment including act of god and natural perils – standards Munich Re wording					
End	Munich Re 401 – Inland Transit					
Situation / Territorial Limits	Aqaba, Jordan.					
Period of Insurance	From: 01/09/2025 To: 31/08/2026 Both dates inclusive local standard time at the location of property insured.					
Jurisdiction	Jordanian Courts					
Sum Insured Value	type	Chassis	MY	Capacity	Status	SI
	موبايل كرين/1 GOTTWALD	828614	2003	100 T	Working	2,500,000
	2 موبايل كرين/ GOTTWALD	828615	2003	100 T	Working	2,500,000
	سيارة اطفاء 1794	VOGT	2001	10000 kg	Working	50,000
	سيارة اطفاء 1795	VOGT	2001	10000 kg	Working	50,000
Deductible	5% of claim amount with Minimum of JD 2,500 EEL					

### COVERAGE (D): CASH IN SAFE & CASH IN TRANSIT INSURANCE POLICY



# ACPOM TENDER 2025



Insured	Aqaba Development Corporation (owner) and/or Aqaba Company for port operations and Management Aqaba (operator) as their interest may appear and/or all others as they interest may arise.
Coverage	Cash in Safe & Cash in Transit As per the attached Policy wording.
Situation / Territorial Limits	Jordan.
Period of Insurance	From: 01/09/2025 To: 31/08/2026 Both dates inclusive local standard time at the location of property insured.
Jurisdiction	Jordanian Courts
Sum Insured/ Limits of Indemnity	Cash in Safe JD 50,000 loss of cash  Cash in Transit Total Annual Transit: JD 13,000,000/ with Maximum amount of JD 50,000/ per one sending
Deductible	JD 500 each and every loss

## COVERAGE (E): FIDELITY GUARANTEE INSURANCE POLICY

Insured	Aqaba Development Corporation (owner) and/or Aqaba Company for port operations and Management Aqaba (operator) as their interest may appear and/or all others as they interest may arise.
Coverage	Fidelity Guarantee as per the attached Policy wording.
Situation / Territorial Limits	Jordan.
Period of Insurance	From: 01/09/2025 To: 31/08/2026 Both dates inclusive local standard time at the location of property insured.
Jurisdiction	Jordanian Courts

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Sum Insured/ Limits of Indemnity	<b>Fidelity Guarantee</b> JD 500,000 in the annual aggregate and limited to JD 50,000 anyone occurrence for the insured's employee (Accountant, sales employee , distribution employee )
Deductible	JD 500 each and every loss

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## ACPOM TENDER 2025



### Sum Insured Value Breakdown

(JD)297,562,432 FOR Property Damage and Handling Equipment

(JD) 20,000,000 FOR Business Interruption

No.	Item	Value (JD)
1)	Building structure (passenger- Oil & LPG , Rashed Club, Middle )	6,987,934
2)	Services building	2,700,000
3)	New Labour facilities	6,812,768
4)	Aqaba Special Economic Zone Customs Canter (Yard 4)	8,029,454
5)	Operations structures and contents & Open buildings, Sheds((New port)	41,525,765
	a) Data Center Content 250,000	
	b) Prince Hamza pollution prevention Center 2,760,000	
	c) Buildings 20,387,870	
	d) B Relocated Sheds 5,919,648	
	e) Mechanical 4,846,054	
	f) Electrical 7,362,193	
6)	Berth& Bollards & Fender works & Floating Pontoon and Mooring Dolphins and Mooring Buoys	177,846,511
7)	Berth at old port (owned by Aqaba development corporation (ADC))	36,000,000
8)	Boats& Barge	2,143,000.00
9)	Machinery & Equipment	15,517,000
Total		JD 297,562,432

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## Breakdown for each items

No.	Item	Value (JD)
<b>Building structure</b>		
<b>Passenger Building</b>		
1	Terminal	2,636,000.00
2	Arrivals building Expansion	1,993,000
3	Information center	21,000.00
4	Expansion of CCTV	25,000
5	The mosque	122,000.00
6	Clearance companies offices	12,500.00
7	Metal structure shade / passenger entrance gate	43,000.00
8	Metal structure shade / passenger exit gate	40,000.00
9	Access Control System	135,000
10	Emergency Generator (2 generators)	110,000
11	3Weighbridges	122,357
12	Walking steel Bridge	204,880
	<b>Total</b>	<b>5,464,737</b>
<b>Oil and LPG Port offices</b>		
1	Administration , Fire station and central control room buildings	244,608
2	4 Weighbridges	163,142
3	Firefighting facilities – Oil berth	200,000
	<b>Total</b>	<b>607,750</b>
<b>Prince Rashed marine club</b>		
1	Admin Building for Gardening section	151,662
2	Prince Rashed marine club offices	235,000.00
3	Prince Rashed marine club chalets	45,000.00
4	Prince Rashed marine club hanger	104,000.00
5	Prince Rashed marine club gymnastic hanger	37,000.00
6	Rehabilitation of Club	100,000
	<b>Total</b>	<b>672,662</b>
<b>Middle Port</b>		
1	Operation offices / El Moshtararek berth	9,000.00
2	Special berth offices / El Moshtararek berth	23,000.00
3	Civil maintenance offices / El Moshtararek berth	19,000.00
4	1 Weighbridges	40,785
5	Pre made rooms (50)	151,000.00
	<b>Total</b>	<b>242,785</b>

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<b>Total</b>		6,987,934
<b>New Labour facilities</b>		
1	Admin Building – 200 M <sup>2</sup>	96,000
2	Labour city club – 450 M <sup>2</sup>	216,000
3	Stores – 450 M <sup>2</sup>	216,000
4	Restaurant — 1000 M <sup>2</sup>	480,000
5	Employees Building (2) – 3000 M <sup>2</sup>	2,880,000
6	Additional Employees Building (1) – 2000 M <sup>2</sup>	1,000,000
7	2 Guest residence building – 150 M <sup>2</sup>	144,000
8	Top Management housing – 1200 M <sup>2</sup>	576,000
9	Manger housing - 600 M <sup>2</sup>	288,000
10	Mosque - 270 M <sup>2</sup>	129,600
11	Security room – 35 M <sup>2</sup>	16,800
12	2 Electricity room – 15 M <sup>2</sup>	14,400
13	Sewage water treatment Plant	150,000
14	Water Tanks and pumps	130,000
15	Electrical feeding Cables	20,000
16	Firefighting System	125,000
17	Kitchen equipment	110,100
18	Furniture	220,868
<b>Total</b>		<b>6,812,768.00</b>

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**Aqaba Special Economic Zone Customs Center (Yard 4)**

No.	Item	Value (JD)
1	Operator Building – 4 floors and external lift	631,204
2	Clearance company building No 1	1,383,503
3	Clearance company building No 2	229,112
4	Clearance company building No 3	884,809
5	Intelligence and security building	357,450
6	Customs and labor building	1409503
7	Operator Finance building	134,626
8	Goods custody shed and water tank	265,637
9	Mosque – canopies and toilets	490,000
10	Standard and metrology building	32,271
11	Drivers building	407,412
12	Containers inspection Ramp	815,423
13	16 Ramp Offices	280,000
14	Weighbridges	70,000
15	Access control system	114,829
16	CCTV	169,832
17	Diesel Generator – DEI10 (3)	90000
18	Main Data Center and financial building Data Center including servers switches – all hardware and fiber optic network and UPS and AC	263,843
<b>Total</b>		<b>8,029,454</b>

**Operations structures and contents & Open buildings, Sheds (New port)**

No.	Item	Value (JD)
1	Data Centre contents	250,000
2	Prince Hamza pollution prevention center	2,500,000.00
3	Prince Hamza spill compat oil Center building & Hanger	260,000
		<b>3,010,000</b>
<b>Buildings</b>		
	Admins Building	3,659,672
	Canteen building	360,395
3	Generator Building	87,342
4	Main Gatehouse (GH1)	659,134

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5	Main Entry Gate Canopy and security booths	16,569
6	Main Exit Gate Canopy and security booths	8,044
7	Grain Terminal gatehouse (GH2)	127,307
8	Grain Terminal Gate Canopy and security booths	8,044
9	Weighbridge Operator Boots	16,076
10	One window Agencies Building	352,047
11	Mosque	203,224
12	Fuel Station and Contents	101,909
13	IT, Maintenance Building , Maintenance shed and wash Down Facility #1	617,772
14	Wash Down Facility at truck Marshalling Yard	141,926
15	Clinic	82,582
16	Operator Building #1	346,532
17	Operator Building #2	916,956
18	Operator Building #3	265,366
19	Operator Building #4	159,612
20	Operator Building #5	158,524
21	Toilets#1	69,073
22	Toilets#2	69,073
23	Truck Marshalling services office including toilets	227,598
24	Transportation Offices	105,666
25	Offices in sheds	645,506
26	Dangerous Cargo shed	924,912
27	Purchases & supply building	1,105,947
28	Construction Material Store # 1	80,215
29	Store # 2 (Content)	2,902,087
30	Store # 3(Content)	302,988
31	Store # 4(Content)	1,342,470
32	Store # 5(Spare parts)	1,730,783
33	Store # 7 (tiers and batteries, etc )	436,920
34	Store # 9 (Oil and Diesel store)	49,447
35	Agencies building	478763
36	Control Office building	405639
37	Duty Free Building	146355
38	Files Building	436248
39	Oil shed Office Building	196915
40	Tender Building	284179
41	Gear building	158053

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<b>Total</b>		<b>20,387,870</b>
<b>BRelocated Sheds</b>		
1	Closed Shed A	1608238
2	Closed Shed B	1608238
3	Open Shed 1	536657
4	Open Shed 2	537464
5	Open Shed 5	511616
6	Open Shed 6	630343
7	Open Shed 8	487092
<b>Total</b>		<b>5,919,648</b>
<b>Mechanical</b>		
1	Fire fighting	1156914
2	Potable Water distribution system	310766
3	Waste water collection system	310447
4	Surface water drainage system	851818
5	Duct work	431630
6	8 Weight Bridges (capacity 80 T for each one)	342117
7	2 Weight bridges (capacity 120 T for each one)	110000
8	Waste water treatment plant (complete)	526760
9	Fuel station equipment	404873
10	Oil Water separation Unit (drainage)	93916
11	Gantry Cranes with all associated work	64569
12	Irrigation	66601
13	Main Water Tank	175643
<b>Total</b>		<b>4,846,054</b>
<b>Electrical</b>		
1	Low voltage LV (125km)	1215477
2	CCTV System (32 Camera)	330915
3	Access Control System	732527
4	Data Cabling	474022
5	High Mast (53 pcs)	3728819
6	Site Lighting (Solar Cells) (17 Pc)	107986
7	BMS System	418313
8	Elevators (Total 4)	139134
9	UPS (47 Pcs)	125000
10	Generators (3)	90000
<b>Total</b>		<b>7,362,193</b>

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## Berths

No.	Item	Value (JD)
5	2 generators	20,000
6	Oil berth	18,000,000.00
7	Oil Berth Enhancement and contents – 1 <sup>st</sup> stage	20,000,000.00
	Oil Berth Enhancement and contents – 2 <sup>nd</sup> stage	6,241,862
8	LPG berth and their contents	17,576,630.00
	LPG line (8inch&4inch)	547,440
9	El Moshtararek berth including road apron	1,500,000.00
10	Mo'ta berth including road apron	3,500,000.00
11	Yarmouk berth including Asphalt Road	3,500,000.00
12	New Ferry Passenger Terminal	15,000,000.00
13	Berth No. (1) – New port – 200 M Including Quay and road apron	7,857,300.00
14	Berth No. (2) – New port – 200 M Including Quay and road apron	7,857,300.00
15	Berth No. (3) – New port – 250 M Including Quay and road apron	9,821,625.00
16	Berth No. (4) – New port – 250 M Including Quay and road apron	9,821,625.00
17	Berth No. (5) – New port– 200 M Including Quay and road apron	7,857,300.00
18	Berth No. (6) – New port – 250 M Including Quay and road apron	9,821,625.00
19	Berth No. (7) – New port– 200 M Including Quay and road apron	7,857,300.00
20	Berth No. (8) – New port – 250 M Including Quay and road apron	9,821,625.00
21	Berth No. (9) – New port– 230 M Including Quay and road apron	9,035,895.00
	<b>Total</b>	<b>165,637,527.00</b>

## Berths at old port owned by Aqaba development corporation (ADC)

No.	Item	Value (JD)
1	Berth No. (3) – old port including Quay and road apron	9,000,000.00
2	Berth No. (4) – old port including Quay and road apron	9,000,000.00
3	Berth No. (5) – old port including Quay and road apron	9,000,000.00
4	Berth No. (6) – old port including Quay and road aprons	9,000,000.00
	<b>Total</b>	<b>36,000,000.00</b>

## Bollards and Fender works

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No.	Item	Value (JD)
<b>Bollards Works</b>		
	Bollards Works	Quantity
1	Berth 1	13
2	Berth 2	13
3	Berth 3	10
4	Berth 4	11
5	Berth 5	13
6	Berth 6	13
7	Berth 7	9
8	Berth 8	10
9	Berth 9	13
		<b>373,537</b>
<b>Fender works</b>		
		Quantity
1	Berth 1	22
2	Berth 2	22
3	Berth 3	16
4	Berth 4	16
5	Berth 5	22
6	Berth 6	100
7	Berth 7	17
8	Berth 8	16
9	Berth 9	22
	<b>Total</b>	<b>8,842,173.00</b>

## Floating Pontoon and Mooring Dolpins and Mooring Bouys

No.	Item	Value (JD)
1	2 Floating Pontoon 30 M long * 4 m Wide with 21 M Access bridge including power lighting and water supply	1,973,201.62
2	2 Mooring Dolphin + access bridge with safety handrail	621,654.62
3	1 Mooring Bouys	398,418.00
	<b>Total</b>	<b>2,993,274</b>

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### Boats and Barges

#### Section 1 ( Boats )

No.	Item	Date of Construction	Value (JD)
1	Hamza 1 (581)	1996	1,500,000.00
2	Hamza 2 (582)	1996	600,000
3	Rescue 1 (564)	1992	25,000.00
4	Amoag (589)	2000	9,000.00
5	Service 1	2012	9,000.00
<b>Total</b>			<b>2,143,000.00</b>

#### Section 2 ( Barges )

No.	Name	Purchase Date	Value (JD)
1	Barge 51	2007	150,000.00
<b>Total</b>			<b>150,000.00</b>

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اليات عاملة لا تحمل لوحة تسجيل

ت	نوع ورقم الآلية	رقم الشاصي/التسلسل	سنة الصنع	القدرة	القيمة (JD)
أ - الروافع السلكية :					
1	موبايل كرين/1 GOTTWALD	828 614	2003	100 TON	2,500,000.00
2	موبايل كرين/2 GOTTWALD	828 615	2003	100 TON	2,500,000.00

ب - الروافع الشوكية :					
1	كتريلر 13	T14E-32154	2005	3 TON	1,000
2	كتريلر 14	T14E-32155	2005	3 TON	1,000
3	كتريلر 15	T14E-32156	2005	3 TON	1,000
4	كتريلر 16	T14E-32157	2005	3 TON	1,000
5	كتريلر 17	T14E-32158	2005	3 TON	1,000
6	كتريلر 18	T14E-32163	2005	3 TON	1,000
7	كتريلر 20	T14E-32165	2005	3 TON	1,000
8	كتريلر 21	T14E-32166	2005	3 TON	1,000
9	كتريلر 22	T14E-32167	2005	3 TON	1,000
10	كتريلر 24	T14E-32169	2005	3 TON	1,000
11	كتريلر 25	T14E-32170	2005	3 TON	1,000
12	كتريلر 26	T14E-32171	2005	3 TON	1,000
13	كتريلر 27	T14E-32177	2005	3 TON	1,000
14	ميتسوبيشي 16	F32-00017	1983	40 TON	1,000
15	سايلنت هويست 1	20 738	1989	25 TON	1,000
16	سوبر ستاكر P.P.M	VHX 17 348	1995	45 TON	1,000
17	دايو 1	90 06972	2002	3 TON	1,000
18	دايو 2	90 06973	2002	3 TON	1,000
19	دايو 5	92 08 530	2002	3 TON	1,000
20	دايو 6	90 08 523	2002	3 TON	1,000
21	دايو 7	90 08 531	2002	3 TON	1,000
22	دايو 8	90 08 527	2002	3 TON	1,000
23	دايو 9	90 08 521	2002	3 TON	1,000
24	دايو 10	9008 529	2002	3 TON	1,000

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1,000	3 TON	2002	90 08 948	دايو 11	25
1,000	3 TON	2002	90 08528	دايو 12	26
1,000	3 TON	2002	90 08 526	دايو 13	27
1,000	3 TON	2002	90 08 525	دايو 17	28
1,000	3 TON	2003	90-10482	دايو 21	29
1,000	3 TON	2003	90-10483	دايو 22	30
1,000	3 TON	2003	90-10484	دايو 23	31
1,000	3 TON	2003	90-10485	دايو 24	32
1,000	3 TON	2003	90-10486	دايو 25	33
1,000	3 TON	2003	90-10487	دايو 26	34
1,000	3 TON	2003	90-10488	دايو 27	35
1,000	3 TON	2004	90-11014	دايو 28	36
1,000	3 TON	2004	90-11015	دايو 29	37
1,000	3 TON	2004	90-11016	دايو 30	38
1,000	3 TON	2004	90-11017	دايو 31	39
1,000	3 TON	2004	90-11018	دايو 32	40
1,000	3 TON	2004	90-11019	دايو 33	41
1,000	3 TON	2004	90-11024	دايو 38	42
1,000	5 TON	2005	GE 00158	دايو 39	43
1,000	5 TON	2005	GE 00159	دايو 40	44
1,000	5 TON	2005	GE 00160	دايو 41	45
1,000	5 TON	2005	GE 00161	دايو 42	46
1,000	5 TON	2005	GE 00162	دايو 43	47
ج - تركتورات السحب أو الجر :					
1,000	45000 Kg	2005	3TD 45-10174	تويوتا 34	1
1,000	45000 Kg	2005	3TD 45-10175	تويوتا 35	2
1,000	45000 Kg	2005	3TD 45-10176	تويوتا 36	3
1,000	45000 Kg	2005	3TD 45-10177	تويوتا 37	4
1,000	45000 Kg	2005	3TD 45-10178	تويوتا 38	5
1,000	45000 Kg	2005	3TD 45-10179	تويوتا 39	6

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1,000	45000 Kg	2005	3TD 45-10180	تويوتا 40	7
1,000	45000 Kg	2005	3TD 45-10181	تويوتا 41	8
1,000	45000 Kg	2005	3TD 45-10182	تويوتا 42	9
1,000	45000 Kg	2005	3TD 45-10183	تويوتا 43	10
1,000	45000 Kg	2005	3TD 45-10184	تويوتا 44	11
1,000	45000 Kg	2005	3TD 45-10185	تويوتا 45	12
1,000	45000 Kg	2005	3TD 45-10186	تويوتا 46	13
1,000	45000 Kg	2005	3TD 45-10187	تويوتا 47	14
1,000	45000 Kg	2005	3TD 45-10188	تويوتا 48	15
د. التجهيزات (الساحبات) :					
50,000	120 TON	2008	YH3CNBDAA8S049052	كالمار 48	1
50,000	120 TON	2008	YH3CNBDAA8S049053	كالمار 49	2
ذ. البات اطفاء					
50,000	10000 Kg	2001	VOGT	سيارة اطفاء 1794	1
50,000	10000 Kg	2001	VOGT	سيارة اطفاء 1795	2
5,172,000	المجموع (JD)				

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البات عاملة تحمل لوحة تسجيل

ت	نوع ورقم الآلية	موديل الآلية	سنة الصنع	القدرة	القيمة (JD)	ملاحظات
أ - الروافع السلكية :						
1	جروف 39	TM 500E-2	2008	32 TON	5000	42-29426
2	جروف 40	GMK4100	2015	70 TON	350,000	42- 39380
3	جروف 41	GMK4100	2015	70 TON	350,000	42- 39365
4	جروف 42	GMK4100	2015	70 TON	350,000	42- 39377

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42- 39368)	350,000	70 TON	2015	GMK4100	جروف 43	5
42- 39374	350,000	70 TON	2015	GMK4100	جروف 44	6
42- 39371	350,000	70 TON	2015	GMK4100	جروف 45	7
42- 39362	550,000	120 TON	2015	GMK5170	جروف 46	8
45-79732	400,000	70 TON	2021	GRT880	جروف C70-7	9
45- 79708	400,000	70 TON	2021	GRT880	جروف C70-8	10
47- 20692	400,000	70 TON	2021	GRT880	جروف C70-9	11
47-20716	400,000	70 TON	2021	GRT880	جروف C70-10	12
<b>ب- الروافع الشوكية :</b>						
42-29453	1000	5 TON	2008	D60S-5	دايو (44)	1
24-29450	1000	5 TON	2008	D60S-5	دايو ( 45 )	2
42- 29447	1000	15 TON	2010	D160S-5	دايو ( 46 )	3
42- 29441	1000	15 TON	2010	D160S-5	دايو ( 47 )	4
42-29456	1000	3 TON	2008	DP30NT	كتربلر ( 28 )	5
42- 16133	1000	3 TON	2008	DP30NT	كتربلر ( 29 )	6
42- 29465	1000	3 TON	2008	DP30NT	كتربلر (30)	7
42-29462	1000	3 TON	2008	DP30NT	كتربلر (31)	8
42-29459	1000	3 TON	2008	DP30NT	كتربلر (32)	9
42-39053	50000	4 TON	2015	MAGNI,RTH4.18	رافعة تلسكوبية 1	10
42-39065	50000	4 TON	2015	MAGNI,RTH4.18	رافعة تلسكوبية 2	11
42-439059	50000	4 TON	2015	MAGNI,RTH4.18	رافعة تلسكوبية 3	12
42-41718	75000	15 TON	2016	D160S-5	دوسان 48	13
42-41721	75000	15 TON	2016	D160S-5	دوسان 49	14
42-41730	35000	7 TON	2016	D70S-5	دوسان 50	15
42-41736	35000	7 TON	2016	D70S-5	دوسان 51	16
42-41739	35000	7 TON	2016	D70S-5	دوسان 52	17
42-41742	35000	7 TON	2016	D70S-5	دوسان 53	18
42-41745	25000	5 TON	2016	D50C-5	دوسان 54	19
42-41748	25000	5 TON	2016	D50C-5	دوسان 55	20
42-41751	25000	5 TON	2016	D50C-5	دوسان 56	21
42-41754	25000	5 TON	2016	D50C-5	دوسان 57	22
42-45813	150000	28 TON	2016	DCE280	كالمار/رورو 1	24
42- 45816	150000	28 TON	2016	DCE280	كالمار/رورو 2	23
9_2357	300000	45 TON	2018	DRT 450	كالمار محمل حاويات 1	25

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9_2360	300000	45 TON	2018	DRT 450	كالمار محمل حاويات 2	26
36-51269	60000	15 TON	2018	D160S-5	دوسان 58	27
36-51275	60000	15 TON	2018	D160S-5	دوسان 59	28
36-51278	60000	15 TON	2018	D160S-5	دوسان 60	29
36-51287	60000	15 TON	2018	D160S-5	دوسان 61	30
36-59792	60000	15 TON	2018	D160S-7	دوسان 62	31
36-60107	60000	15 TON	2018	D160S-7	دوسان 63	32
36-60113	35000	5 TON	2018	D50C-5	دوسان 64	33
36-59786	35000	5 TON	2018	D50C-5	دوسان 65	34
36-60014	35000	5 TON	2018	D50C-5	دوسان 66	35
36-60026	35000	5 TON	2018	D50C-5	دوسان 67	36
43-98655	60000	7 TON	2019	D70S-5	دوسان F7-2	37
43-98670	60000	7 TON	2019	D70S-5	دوسان F7-5	38
43-98661	60000	7 TON	2019	D70S-5	دوسان F7-3	39
43-98667	60000	7 TON	2019	D70S-5	دوسان F7-4	40
43-98652	60000	7 TON	2019	D70S-5	دوسان F7-1	41
36-35149	25000	3 TON	2019	D030S-7	دوسان F3-5	42
36-35161	25000	3 TON	2019	D030S-7	دوسان F3-8	43
36-35122	25000	3 TON	2019	D030S-7	دوسان F3-1	44
36-35212	25000	3 TON	2019	D030S-7	دوسان F3-19	45
36-35206	25000	3 TON	2019	D030S-7	دوسان F3-17	46
36-35218	25000	3 TON	2019	D030S-7	دوسان F3-20	47
36-35176	25000	3 TON	2019	D030S-7	دوسان F3-11	48
36-35128	25000	3 TON	2019	D030S-7	دوسان F3-2	49
36-35164	25000	3 TON	2019	D030S-7	دوسان F3-9	50
36-35188	25000	3 TON	2019	D030S-7	دوسان F3-14	51
36-35197	25000	3 TON	2019	D030S-7	دوسان F3-16	52
36-35173	25000	3 TON	2019	D030S-7	دوسان F3-10	53
36-35143	25000	3 TON	2019	D030S-7	دوسان F3-4	54
36-35137	25000	3 TON	2019	D030S-7	دوسان F3-3	55
36-35194	25000	3 TON	2019	D030S-7	دوسان F3-15	56
36-35179	25000	3 TON	2019	D030S-7	دوسان F3-12	57
36-35152	25000	3 TON	2019	D030S-7	دوسان F3-6	58
36-35158	25000	3 TON	2019	D030S-7	دوسان F3-7	59

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36-35185	25000	3 TON	2019	D030S-7	F3-13 دوسان	60
36-35209	25000	3 TON	2019	D030S-7	F3-18 دوسان	61
37-13546	300000	33 TON	2019	DCG330-12LB	F33-1 كالمار	62
37-13552	300000	33TON	2019	DCG330-12LB	F33-2 كالمار	63
45-94807	15000	25000 Kg	2021	Heli	رافعة شوكية كهربائية/س4	64
45-94810	15000	25000 Kg	2021	Heli	رافعة شوكية كهربائية/س4	65
45-94813	15000	25000 Kg	2021	Heli	رافعة شوكية كهربائية/س4	66
48-52447	25000	3 TON	2022	DP35NT	F3-21 كتربلر	67
48-52453	25000	3 TON	2022	DP35NT	F3-22 كتربلر	68
48-52459	25000	3 TON	2022	DP35NT	F3-23 كتربلر	69
48-52462	25000	3 TON	2022	DP35NT	F3-24 كتربلر	70
48-52465	25000	3 TON	2022	DP35NT	F3-25 كتربلر	71
48-52468	25000	3 TON	2022	DP35NT	F3-26 كتربلر	72
48-52471	25000	3 TON	2022	DP35NT	F3-27 كتربلر	73
48-52480	25000	3 TON	2022	DP35NT	F3-28 كتربلر	74
48-52489	25000	3 TON	2022	DP35NT	F3-29 كتربلر	75
48-52495	25000	3 TON	2022	DP35NT	F3-30 كتربلر	76
ب- ساحبات (تج ماستر) :						
42-24185	75000	80 TON	2012	RORO 4X4 RT223	تيربيرج 50	1
42-34879	80000	80 TON	2015	RORO 4X4 R332	مافي 3	2
42- 34882	80000	80 TON	2015	RORO 4X4 R332	مافي 4	3
42-34891	80000	80 TON	2015	RORO 4X4 R332	مافي 5	4
42-34894	80000	80 TON	2015	RORO 4X4 R332	مافي 6	5
42-34897	80000	80 TON	2015	RORO 4X4 R332	مافي 7	6
42-34903	80000	80 TON	2015	RORO 4X4 R332	مافي 8	7
42-34906	80000	80 TON	2015	RORO 4X4 R332	مافي 9	8
42-34909	80000	80 TON	2015	RORO 4X4 R332	مافي 10	9
42-34912	80000	80 TON	2015	RORO 4X4 R332	مافي 11	10
42-34918	80000	80 TON	2015	RORO 4X4 R332	مافي 12	11
49-49519	125000	100 TON	2022	RORO 4X4 RT223	تيربيرج 13	12
49-49540	125000	100 TON	2022	RORO 4X4 RT223	تيربيرج 14	13
49-49558	125000	100 TON	2022	RORO 4X4 RT223	تيربيرج 15	14

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ج - تركتورات السحب أو الجر :						
47-29323	65000	40 TON	2021	QCD50	رد دوت 1	1
47-29287	65000	40 TON	2021	QCD50	رد دوت 2	2
47-10012	125000	110 TON	2021	RORO 4X4 R332Z	مافي 13(T13)	3
9,324,000		المجموع (JD)				

غارفاة + هوبر + شفط حبوب

ت	نوع المعدة	موديل المعدة	سنة الصنع	القدرة	القيمة (JD)
1	قشاط متحرك	NEWLAND-W20	2007	.....	1500
2	قشاط متحرك	NEWLAND-W20	2007	.....	1500
3	قشاط متحرك	NEWLAND-W20	2007	.....	1500
4	قشاط متحرك	NEWLAND-W20	2007	.....	1500
5	قشاط متحرك	NEWLAND-WTC33	2007	.....	1500
6	قشاط متحرك	NEWLAND-WTC33	2007	.....	1500
7	غارفاة 9/	VSFC	1997	6 M3	1500
8	غارفاة 10/	VSFC	1997	6 M3	1500
9	غارفاة 11/	VSFC	1997	6 M3	1500
10	غارفاة 12/	VSFC	1997	6 M3	1500
11	غارفاة 13/	VSFC	1998	4 M3	1500
12	غارفاة 14/	VSFC	1998	4 M3	1500
13	غارفاة 15/	VSFC	1998	4 M3	1500
14	غارفاة 16/	VSFC	1998	4 M3	1500
15	غارفاة 17/	MRS	2007	24 M3	25000
16	غارفاة 18/	VS	2008	24 M3	25000
17	غارفاة 19/	MRS	2008	24 M3	25000
18	غارفاة 20/	MRS	2008	6 M3	20000
19	غارفاة 21/	MRS	2008	6 M3	20000
20	غارفاة 22/	MRS	2008	6 M3	20000
21	MOVABLE HOPPER	GBMLD-YD01-000	2012	75 M3	20000

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20000	24 M3	2016	MRS	غرفة 7/	22
25000	6 M3	2016	TGS	غرفة 1/	23
25000	6 M3	2016	TGS	غرفة 2/	24
25000	6 M3	2016	TGS	غرفة 3/	25
25000	6 M3	2016	TGS	غرفة 4/	26
25000	4 M3	2016	TGS	غرفة 5/	27
25000	4 M3	2016	TGS	غرفة 6/	28
5000	100 T/H	2002	T 100 F	شافطة فيجان 18	29
5000	100 T/H	2002	T 100 F	شافطة فيجان 20	30
5000	100 T/H	2002	T 100 F	شافطة فيجان 21	31
361000			المجموع (JD)		

كراجات

ت	نوع المعدة	موديل المعدة	سنة الصنع	القدرة	القيمة (JD)
1	كراجة هولند R60-1	HOLAND	2010	80 TON	5000
2	كراجة هولند R60-2	HOLAND	2010	80 TON	5000
3	كراجة هولند R60-3	HOLAND	2010	80 TON	5000
4	كراجة هولند R60-4	HOLAND	2010	80 TON	5000
5	كراجة R40-1	HUGON	2012	40 TON	5000
6	كراجة R40-2	HUGON	2012	40 TON	5000
7	كراجة R40-3	HUGON	2012	40 TON	5000
8	كراجة R40-4	HUGON	2012	40 TON	5000
9	كراجة R80-1	NOVATECH	2016	80 TON	10000
10	كراجة R80-2	NOVATECH	2016	80 TON	10000
11	كراجة R80-3	NOVATECH	2016	80 TON	10000
12	كراجة R80-4	NOVATECH	2016	80 TON	10000
13	كراجة R80-5	NOVATECH	2016	80 TON	10000
14	كراجة R80-6	NOVATECH	2016	80 TON	10000
15	كراجة R80-7	NOVATECH	2016	80 TON	10000
16	كراجة R80-8	NOVATECH	2016	80 TON	10000
17	كراجة R80-9	NOVATECH	2016	80 TON	10000
18	كراجة R80-10	NOVATECH	2016	80 TON	10000

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10000	80 TON	2016	NOVATECH	كراجة R80-11	19
10000	80 TON	2016	NOVATECH	كراجة R80-12	20
10000	80 TON	2016	NOVATECH	كراجة R80-13	21
10000	80 TON	2016	NOVATECH	كراجة R80-14	22
10000	80 TON	2016	NOVATECH	كراجة R80-15	23
10000	80 TON	2016	NOVATECH	كراجة R80-16	24
50000	100 TON	2016	MAFI	كراجة متقلات R100-1	25
50000	100 TON	2016	MAFI	كراجة متقلات R100-2	26
20000	100 TON	2020	NOVATECH	كراجة R100-1	27
20000	100 TON	2020	NOVATECH	كراجة R100-2	28
20000	100 TON	2020	NOVATECH	كراجة R100-3	29
20000	100 TON	2020	NOVATECH	كراجة R100-4	30
20000	100 TON	2020	NOVATECH	كراجة R100-5	31
20000	100 TON	2020	NOVATECH	كراجة R100-6	32
20000	100 TON	2020	NOVATECH	كراجة R100-7	33
20000	100 TON	2020	NOVATECH	كراجة R100-8	34
20000	100 TON	2022	NOVATECH	كراجة R100-9	35
20000	100 TON	2022	NOVATECH	كراجة R100-10	36
20000	100 TON	2022	NOVATECH	كراجة R100-11	37
20000	100 TON	2022	NOVATECH	كراجة R100-12	38
20000	100 TON	2022	NOVATECH	كراجة R100-13	39
20000	100 TON	2022	NOVATECH	كراجة R100-14	40
20000	100 TON	2022	NOVATECH	كراجة R100-15	41
20000	100 TON	2022	NOVATECH	كراجة R100-16	42
20000	100 TON	2022	NOVATECH	كراجة R100-17	43
20000	100 TON	2022	NOVATECH	كراجة R100-18	44
660000		المجموع (JD)			

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## POLICIES SPECIMEN

### A. PORTS ALL RISKS INSURANCE POLICY

#### SECTION 1 - LIABILITY WORDING

**1. LOSS, IF ANY, PAYABLE to Assured or Loss Payee as set out in the Insurance Schedule.**

#### **2. INSURING CLAUSES**

In consideration of the payment of the premium, Underwriters agree, subject to the provisions of this Policy and the Section 1 limit as set out in the Insurance Schedule, to indemnify the Assured in respect of their legal or contractual liabilities to third parties arising from an Accident which the Assured may incur by reason of their Insured Operations as Port Authorities or Terminal Operators for:

- 2.1 Physical loss or physical damage to the real or personal property of any third party, including resultant loss of use or demurrage, provided that such loss or damage directly results from an Insured Operation performed by the Assured within the Confines of the Port, Terminal or Insured Location(s); and
- 2.2 Bodily Injury to any third party provided that such Bodily Injury directly results from an Insured Operation performed by the Assured within the Confines of the Port, Terminal or Insured Location; and
- 2.3 Any liability of the Assured in connection with any tenant of the Assured for Operations performed by any sub-contractor appointed by the Assured, but being subject to the terms, conditions and exclusions of this Policy. It is a condition of cover being given under this clause 2.3 that the Assured must ensure that any such tenant and/or sub-contractor purchases and maintains adequate liability insurance. Adequate insurance means terms no less favourable than the cover provided to the Assured under this Policy. Such policy must also stipulate that it will respond first to any liability loss prior to any other policy of insurance which may cover the same liability.
- 2.4 Costs and expenses incurred in the defence of any claim(s) arising from an Accident covered under Section 1, and the costs and expenses of litigation awarded to any claimant in any competent Court or arbitration proceedings against the Assured by way of interest on judgements, investigation, adjustment, appraisal, appeal and legal costs and expenses

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subject to the overall limit of this Section 1. Indemnifiable legal costs and expenses shall exclude, all fees, salaries, or retainers for salaried employees and employed counsel and all office expenses of the Assured unless prior agreement has been obtained from Underwriters. Such costs and expenses shall be subject to clause 2 of the General Policy Provisions

- 2.5 Costs and expenses incurred by the Assured in disposing of the cargo or property of an Assured's customer, including the removal of any wreck or debris thereof, following an Accident to such cargo or property during the Policy period for which the Assured is legally liable within the Confines of the Port, Terminal or Insured Location subject to the overall limit for this Section. This clause does not provide cover for costs and expenses relating to seepage, pollution or contamination.
- 2.6 In respect of Port Authorities only, costs and expenses incurred either voluntarily or in the exercise of the Assured's statutory right or legal obligation to remove any wreck or debris thereof following an Accident during the Policy period. Subject to the overall limit for this Section 1, and providing such costs and expenses are incurred by the Assured for the purpose of avoiding or minimising a claim under this Section. Such wreck or debris removal must not be undertaken without the prior approval of Underwriters, or the costs and expenses will not be recoverable under this Policy.

### 3. EXCLUSIONS

This Section does not cover any actual or alleged liability howsoever arising:

- 3.1 To employees of the Assured, except as insured under clause 4, or 6 of this Section;
- 3.2 Directly or indirectly under Workmen's Compensation or Employers Liability Acts or any other statutory or Common Law Liability to any employee of the Assured when such Bodily Injury arises out of or in the course of the employment of such employees;
- 3.3 Directly or indirectly caused by any continuous, intermittent or repeated exposure to or ingestion, inhalation or absorption of the following substances or condition(s) in any form:  
 asbestos, tobacco, coal dust, polychlorinated biphenyls, silica, benzene, lead, talc, dioxin, pharmaceutical products or drugs of any type, pesticides or herbicides, mould, human immune virus or acquired immune deficiency syndrome or electro magnetic fields;
- 3.4 For any repetitive motion, repetitive stress, repetitive strain and/or cumulative trauma disorder, including, without limitation, (i) liability or alleged liability arising from alleged improper design of goods, equipment or machinery or operations, (ii) failure to warn or properly instruct as to the use of goods, equipment or machinery or conduct of operations, (iii) improper supervision of use of the goods, equipment or machinery or conduct of operations, or (iv) without limiting the foregoing, carpal tunnel syndrome;

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- 3.5 For loss, damage or expense to any property or equipment owned, leased, hired, occupied or rented by the Assured;
  - 3.6 For loss, damage or expense caused by wear, tear or gradual deterioration;
  - 3.7 From the release of cargo without the original bill of lading, unless otherwise endorsed by Underwriters;
  - 3.8 For loss, damage or expense to ad valorem or valuable cargo (including but not limited to bullion, precious metals or precious object(s), jewellery, cash, securities, fine art or thoroughbred horses) unless the Assured was not informed and could not reasonably have known such cargo was being handled. Underwriters may agree to insure such liability on a case by case basis subject to terms and conditions to be agreed in advance by Underwriters;
  - 3.9 As the owner, operator or user of any vehicle(s) or conveyance(s) of any description required to be licensed under any statutory provision(s) or regulation(s), or any Accident involving a vehicle, chassis, trailer, conveyance or the like on public roads or outside the Confines of the Port, Terminal or Insured Location;
  - 3.10 In respect of any interest the Assured may have in any vessel, aircraft or helicopter whether owned, leased, rented, hired, chartered or operated by the Assured, including any management or operation of any airport, area or building upon which aircraft or helicopter(s) land or manoeuvre, or in which they are housed, maintained or repaired;
  - 3.11 Directly or indirectly caused by, or arising out of seepage, pollution or contamination howsoever caused whenever or wherever happening unless the Assured establishes that all of the following conditions have been met:
    - a) The seepage, pollution or contamination was caused by an Accident.
    - b) The Accident occurred during the Policy period on an identified specific date.
    - c) The Accident was first discovered by the Assured within 72 hours of the commencement of the Accident.
    - d) Written notification of the accident was first received from the Assured by Underwriters within 30 days of the Assured's first discovery of the Accident.
    - e) The Accident did not result from the Assured's intentional or wilful violation of any statute, rule, ordinance or regulation.
- Even if the above conditions A to E are satisfied, this Policy does not apply to, or provide cover for, any actual or alleged liability howsoever arising:
- (i) To abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party.

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- (ii) For seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Assured, or which is or was, at any time, in the care, custody or control of any Assured (including the soil, minerals, water or any substance on, in or under such owned, leased, rented or occupied property or property in such care, custody or control).
- (iii) For loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (iv) For fines, penalties, punitive damages, exemplary damages, or any other damages resulting from the multiplication of compensatory damages
- 3.12 From the disposal, handling, processing, treatment, storage or dumping of any waste materials, spoil or substances or during transportation, including the operation of any land fill, dump site and/or location used for such. In the event of a conflict between this exclusion and exclusion 3.11, this exclusion shall prevail;
- 3.13 Out of dredging operations, while such operations are being performed;
- 3.14 For fines, penalties, punitive or exemplary damages howsoever awarded or described, or any additional damages resulting from the multiplication of compensatory damages;
- 3.15 For failure or delay in performance of any contractual obligation or guarantee, including failure to supply or from fluctuations in supply of any substance, product or service whatsoever;
- 3.16 Under any contract or agreement to compensate another party unless:
  - a) Such liability would have attached to the Assured in the absence of such contract or agreement or as specifically agreed by Underwriters prior to such Accident, and
  - b) Such liability was caused by or contributed to by the Assured's fault or negligence;
- 3.17 As a result of the Safe Working Load of any equipment being overloaded other than for the purpose of inspecting or testing;
- 3.18 From the transit, movement, erection or dismantling of an item of handling equipment other than during the course of inspection, maintenance, repair or removal to another working position within the Confines of the Port, Terminal or Insured Location;
- 3.19 Out of goods or products, manufactured, processed, graded, blended, or sold by the Assured or by others trading under the name of the Assured where loss or damage occurs away from the premises owned, leased, rented or controlled by the Assured and after physical possession of such goods or products has been relinquished to others. This

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exclusion shall also apply to reliance upon a representation or warranty made in connection with such goods or products at any time;

- 3.20 From any negligent act, error or omission of any Assured, or any other person for whose acts the Assured is legally liable, in the administration of any Assured's employee benefits programme or pension programme. Employee benefits programme includes but is not limited to group life insurance, group accident or health insurance, profit sharing plans, employee stock subscription plans and social benefits;
- 3.21 Under any statute, law, rule or regulation relating to:
- The purchase, sale or distribution, or offer of securities, or investment counseling;
  - Monopolies, activities in restraint of trade, unfair competition, or deceptive acts or practices;
  - Copyright, patent or trademark infringement;
  - Disclosure relating to sales or offers to sell real property;
  - Employee, officer or director dishonesty, or improper conduct or conflict of interest in the performance of the Assured's operations, or any action taken outside the scope of an employee, officer, or director's authority as granted by the Assured.

#### 4. CROSS LIABILITY

Always subject to the exclusions in this Section, in the event of claim(s) being made against the Assured for Bodily Injury suffered by any employee of the Assured which does not arise out of the injured employee's employment, and for which another Assured, is legally liable for causing the Bodily Injury, then this Section shall cover the Assured against such claim provided it is made in the same manner as if separate policies had been issued to each Assured. Nothing contained herein shall operate to increase Underwriters liability as specified in the Insurance Schedule, and subject to the sub-limit specified in the Insurance Schedule.

#### 5. CONTRACTS AND AGREEMENTS

Always subject to the exclusions in this Section, Underwriter's, shall only cover liability to third parties contracting with the Assured:

- 5.1 In the case of contracts existing at inception of this Policy, when the Assured has informed Underwriters of the contract(s) by means of the questionnaire and if requested by Underwriters, supplied copies of the contracts for Underwriter's approval; or
- 5.2 if the contract(s) is entered into after inception of this Policy, the Assured must inform Underwriters of such contract(s) if the terms are substantially different from the terms of the contract(s) advised to Underwriters under 5.1 and if requested by Underwriters supply copies of the contract(s) for Underwriter's approval.

Underwriters reserve the right to charge additional premium and impose such terms and

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conditions or exclusions as they deem appropriate to any new or amended contractual arrangement.

#### 6. ACTION OVER INDEMNITIES

Always subject to the exclusions in this Section, Underwriters agree to include claim(s) for Bodily Injury to third parties where responsibility is assumed by the Assured for such claims in connection with their Operations as a Port Authority and/ or Terminal Operator under any written contract. Nothing in this Clause shall operate to increase Underwriter's liability as specified in the Insurance Schedule, and liability under this clause is limited to the sub-limit specified in the Insurance Schedule.

#### 7. UNITED STATES OIL POLLUTION ACT DISCLAIMER

This Policy of Insurance is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or state laws. Any showing or offering of this Policy by the Assured as evidence of insurance shall not be taken as any indication that the Underwriters consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Underwriters do not consent to be guarantors or to be sued directly.

**THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE, ALL OF WHICH FORM PART OF THE POLICY**

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### FIRE EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Liability Wording and the provisions that apply therein.

In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured for:

1. Legal liability of the Assured, arising from an Accident resulting in physical loss or physical damage to buildings leased or rented and used by the Assured where such physical loss or physical damage has been caused by fire.
2. Contractual liability of the Assured arising from an Accident resulting in physical loss or physical damage to premises leased or rented and used by the Assured where such physical loss or physical damage has been caused by fire, but only to the extent that such contractual liability is no greater than the Assured's liability would have been in the absence of such contract.

### EXCLUSIONS

This extension does not cover any actual or alleged liability howsoever arising:

- (a) If the Assured has a contractual obligation to insure the leased or rented premises against the risk of fire.
- (b) If at the time of any loss, destruction or damage happening to any property insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering the same property the Company shall not be liable to pay or contribute more than their rateable proportion of such loss, destruction or damage.

**This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.**

**This extension is subject to a section sub-limit as specified in the Insurance Schedule.**

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### ADVICE AND INFORMATION EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Liability Wording and the provisions that apply therein.

Notwithstanding exclusions 3.15 and 3.16, and in consideration of payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the legal or contractual liability of the Assured:

For loss of income, less any savings, to any individual or organisation by whom the Assured is engaged for the supply of advice or information on the management of Operation(s) for which the Assured is insured under the Liability Wording whereby the Assured incurs such liability in consequence of the Assured's negligent act, error or omission in the provision of such advice or information during the period of this insurance.

#### Exclusions

Notwithstanding anything to the contrary contained herein or otherwise, this Extension does not cover any actual or alleged acts of medical malpractice.

**This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained herein shall operate to increase the overall Section limit as specified in the Insurance Schedule.**

**This extension is subject to a section sub-limit as specified in the Insurance Schedule.**

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### FINES AND DUTY EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Liability Wording and the provisions that apply therein.

In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured's legal liability arising from an unintentional breach of any regulation, legal or statutory provision resulting in:

- (a) Fines, customs duty, sales, excise tax, value added tax or similar fiscal charges or other penalty imposed by an Authority on the Assured or any other person acting within their authority on the Assured's behalf, or
- (b) Confiscation by an Authority of any property, including the handling equipment of the Assured.

Authority shall mean any government, State or local body, organisation or agency thereof.

**Provided that such breach directly relates to:**

- 1. The import or export of cargo or the equipment of the Assured's customers; or
- 2. Immigration; or
- 3. The safety of working conditions of the Assured's operations; or
- 4. Pollution.

### EXCLUSIONS

This Extension does not cover any actual or alleged liability howsoever arising:

- (i) That has not been properly established, proved or held by a competent court or tribunal acting within its powers.
- (ii) For any illegal or criminal acts of the Assured.
- (iii) For commercial fines or penalties in respect of freight tariffs, competition or the structure or operation of the Assured's business or that of any person acting on the Assured's behalf.
- (iv) For any breach of any regulation, at Underwriters discretion, arising from the weight of cargo or carrying equipment on a public road if such breach appears to have been caused recklessly or intentionally by the Assured or the Assured's employees.
- (v) If any court or tribunal determines that it is illegal for the Assured to be insured for any cover given under this extension, then the other parts of this extension shall remain effective, although no indemnity will be given with respect to any loss or claim arising from

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the coverage under this extension which is held to be illegal.

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- (vi) For any amount that would have been payable by the Assured notwithstanding any breach.
- (vii) In the case of the United States - enforced by the Federal Maritime Commission, Department of Justice or Federal Trade Commission of the United States of America or the Drug Enforcement Agency or any successors.
- (viii) For any fine or duty associated with the non-compliance of the ISPS Code.

**This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.**

**This extension is subject to a section sub-limit as specified in the Insurance Schedule.**

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### INFRINGEMENT OF PERSONAL RIGHTS EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Liability Wording and the provisions that apply therein.

In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the legal liability of the Assured:

1. Resulting from false arrest, detention or imprisonment of any person.
2. Resulting from the publication or utterance of a libel or slander or of any other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.
3. Resulting from wrongful entry or eviction, or other invasion of the right of private occupancy.

### Exclusions

This extension does not cover any actual or alleged liability howsoever arising:

- (a) Out of the willful violation of a statute, law or regulation committed by or with the knowledge or consent of the Assured.
- (b) In connection with any party relating to the Assured's past, present or future employment of such party.
- (c) Under any contract or written provision.
- (d) From a liability covered hereunder but commencing prior to the attachment date of this Extension.
- (e) Out of any publication or utterance in connection with any organisation or business enterprise, or its products or services made by or at the direction of the Assured, made recklessly or with the knowledge that such was false.
- (f) Out of any publication or utterance in connection with or related to advertising, broadcasting or telecasting conducted by the Assured.
- (g) From the arrest, detention or imprisonment of any vessel, cargo or property whatsoever.
- (h) From any criminal or illegal act or omission

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This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

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### WRONGFUL DELIVERY OF CARGO EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Liability Wording and the provisions that apply therein.

Notwithstanding exclusion 3.7 and in consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured for wrongful delivery by the Assured of cargo (for which there is a contractual obligation for delivery on the part of the Assured or the Assured's sub-contractor(s)) contrary to instructions to withhold delivery or without taking in exchange payment or the relevant document of title.

In the event that the wrongful delivery was caused intentionally or recklessly by the Assured or the Assured's sub-contractor(s), Underwriters may in their absolute discretion decline or reduce the claim.

The Assured's supervision, control and loss prevention systems and practices will be amongst the factors taken into account by Underwriters.

**This extension shall be subject to clause 2 of the General Policy Provisions and nothing in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.**

**This extension is subject to a section sub-limit as specified in the Insurance Schedule.**

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## SECTION 2- PROPERTY DAMAGE WORDING

1. **LOSS, IF ANY, PAYABLE** to Assured or Loss Payee, as set out in the Insurance Schedule.

### 2. INSURING CLAUSES

In consideration of the payment of the premium, Underwriters hereby agree, subject to the provisions of this Policy and the limits of this Section 2 as set out in the Insurance Schedule to indemnify the Assured in respect of:

2.1. Physical loss or physical damage to Insured Property as set out in the Insurance Schedule, within the Confines of the Port, Terminal or Insured Location, arising from an Accident occurring during the Policy period.

2.2. Costs or expenses incurred in the removal of wreckage or debris of Insured Property following loss or damage recoverable elsewhere under this Policy, but subject to a sub-limit of twenty-five percent of the insured value of the Insured Property, unless Underwriters agree otherwise.

In the event of a claim under 2.1 and 2.2 for the same Insured Property, the indemnity payable by Underwriters under both these clauses shall not exceed the insured value of that Insured Property or Section 2 limit as set out in the Insurance Schedule.

2.3. Physical loss or physical damage to Insured Property arising from strikes or riots, notwithstanding clause 6 of the General Policy Provisions and subject to clause 6 of this Section 2. Coverage under this clause may be terminated by Underwriters at any time giving the Assured or Assured's brokers 7 days notice by mail, facsimile or e-mail.

### 3. FIRE FIGHTING EXPENSES

This Section covers the Assured's loss of fire extinguishing materials or equipment if used to safeguard the Insured Property from a peril covered under this Section, and reasonable fire brigade charges for which the Assured is liable, and other extinguishing expenses incurred by the Assured to safeguard the Insured Property from a peril covered under this Section.

### 4. EXCLUSIONS

This Section does not cover loss or damage caused by or to:

4.1 Wear, tear, marring, scratching, gradual deterioration, wet rot, dry rot, mould, spoilage, decay, decomposition, settling, shrinkage, expansion in building structures or foundations, subsidence, corrosion, rust, discoloration, electrolyte action, oxidation, erosion, leakage, evaporation, loss of weight, breakage of glass or other fragile articles;

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- 4.2 Vermin; moths, termites or other insects;
- 4.3 Atmospheric dampness or dryness, condensation, smog, fog, extremes or changes in atmospheric temperature;
- 4.4 Seepage of any substance whatsoever, backing up of sewers or drains, pollution or contamination;
- 4.5 Earthquake, tsunami, tidal wave, seaquake or volcanic eruption unless agreed by Underwriters;
- 4.6 Inherent vice, latent defect, error in design, fault or error in workmanship, manufacture or use of unsuitable materials. Costs of remedying or repairing inherent vice, latent defect, defects in design or manufacture;
- 4.7 Confiscation, requisition, detention, occupation, embargo, quarantine, or arising from any order of public or government authority or arising from acts of contraband or illegal transportation or illegal trade;
- 4.8 The Safe Working Load being exceeded;
- 4.9 Mechanical or electrical breakdown or derangement of any communication equipment or alarm system or computer system;
- 4.10 Error or fault in computer or machinery programming or from data processing, media failure or breakdown;
- 4.11 Boilers, steam pipes, steam turbines, steam engines, pressure or vacuum vessels, caused by explosion, implosion, rupture or bursting where such are owned or operated by the Assured;
- 4.12 Cessation, fluctuation or variation in, or insufficiency of water, gas or electricity supplies;
- 4.13 Loss of market, loss of use, loss of income, interruption of business, or any other consequential loss or damage whatsoever;
- 4.14 Unexplained loss or mysterious disappearance, inventory shortage or loss due to book keeping, accounting or billing errors or omissions;
- 4.15 Infidelity, dishonesty, theft, fraud or pilferage of the Assured or the Assured's employees or others to whom the Assured has entrusted responsibility;
- 4.16 The Assured and/ or the Assured's employees voluntarily parting with title or possession of property;

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4.17 Processing, renovating, repairing, or working upon any Insured Property.

## 5. EXCLUDED PROPERTY

This Section does not cover the following:

- 5.1 Land or land values, air, water or other naturally occurring substance(s);
- 5.2 Roads, driveways, pavements, curbing, culverts or sidewalks;
- 5.3 Buildings or structures in the process of construction including materials or supplies for such construction;
- 5.4 Stock, whether owned by the Assured, or in the care, custody or control of the Assured;
- 5.5 Property in transit, unless within the Confines of the Port, Terminal or Insured Location;
- 5.6 Accounts, bills, currency, money, notes, securities, deeds, evidence of debt and valuable papers;
- 5.7 Jewellery, precious stones, precious metals and alloys, fine arts, furs, garments, animals or plants;
- 5.8 Aircraft or any other aerial device, watercraft, vehicles designed for highway use or locomotives or rolling stock designed for railroad use, or cargo handling equipment

## 6. STRIKES / RIOTS

Strikes or riots shall not include any of the other acts excluded in clause 6 of the General Policy Provisions.

## 7. PROTECTIVE MAINTENANCE

The Assured shall maintain in good order, proper and adequate protection for the safety of the Insured Property, including any additional measures required by Underwriters, throughout the period of this Policy. Such protection shall not be withdrawn or reduced unless prior agreement has been obtained from Underwriters. If the Assured fails to comply with this clause, Underwriters will not be liable for any claims arising partly or solely from the Assured's breach of this clause.

## 8. AUTOMATIC ACQUISITIONS

This Section automatically holds covered property acquired by the Assured after the inception date of the Policy period for a period of up to 30 days after acquisition, provided:

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- 8.1 Satisfactory advice and information regarding such property is given to Underwriters within 30 days of acquisition; and
- 8.2 The property value is not more than 5% of the overall limit for this Section as set out in the Insurance Schedule, and
- 8.3 The property is similar to that already scheduled and is within the Confines of the Port, Terminal or Insured Location, and

Underwriters reserve the right to charge additional premium and impose such terms, conditions and exclusions as they deem appropriate, or to decide not to continue to insure the property after the 30 days have elapsed.

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#### 9. VALUES DECLARED AND INCORRECT DECLARATION PENALTY

If property values declared to the Insurance Schedule are less than the actual market values, then any recovery hereunder shall be reduced by the same proportion that the scheduled value bears to the actual value for that particular item.

#### 10. SETTLEMENT OF CLAIMS

Settlement of claims under this Section shall be calculated on the basis of the cost of repairing, replacing or reinstating (whichever is the least) the Insured Property with material of like kind and quality, subject to the following provisions:

The repair, replacement or reinstatement is carried out with due diligence and dispatch;

Underwriter's liability is limited to the actual amount necessarily spent by the Assured in repairing, replacing or reinstatement of the Insured Property, and will not in any event exceed the limits declared in the Insurance Schedule and overall limits for this Section 2.

**THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, AND THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE ALL OF WHICH FORM PART OF THE POLICY**

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### EARTHQUAKE EXTENSION CLAUSE (PROPERTY)

This extension is to be read in conjunction with the Property Damage Wording and the provisions that apply therein.

Notwithstanding exclusion 4.5 and in consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to cover physical loss or physical damage to Insured Property:

- A. Directly caused by earthquake, tidal wave, seaquake or volcanic eruption
- B. By fire or explosion directly caused by earthquake, tidal wave, seaquake or volcanic eruption.

In respect of loss covered under part A of this extension, Underwriters shall only be liable for the amount by which such loss or damage during any one period of forty-eight consecutive hours exceeds the underlying amount/deductible as specified in the Insurance Schedule.

The Assured may choose the date and time when any such period of 48 consecutive hours commences.

**This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained herein shall operate to increase the overall Section 2 limit as specified in the Insurance Schedule.**

**This extension is subject to a section sub-limit as specified in the Insurance Schedule.**

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### SECTION 3- HANDLING EQUIPMENT WORDING

**1. LOSS, IF ANY, PAYABLE** to Assured, or Loss Payee as set out in the Insurance Schedule.

#### **2. INSURING CLAUSES**

In consideration of the payment of the premium, Underwriters hereby agree, subject to the provisions of this Policy and the limits of this Section as set out in the Insurance Schedule, to indemnify the Assured in respect of:

- 2.1 Physical loss or physical damage to Insured Handling Equipment as set out in the Insurance Schedule, within the Confines of the Port, Terminal or Insured Location arising from an Accident occurring during the Policy period.
- 2.2 Physical loss or physical damage to Insured Handling Equipment arising from strikes or riots, notwithstanding clause 6 of the General Policy Provisions and subject to clause 6 of this Section 3. Coverage under this clause may be terminated by Underwriters at any time by giving the Assured or the Assured's brokers 7 days notice by mail, facsimile or e-mail.
- 2.3 Daily lease charges for an item of Insured Handling Equipment, leased to the Assured and where such charges have been incurred by reason of an Accident insured under this Section, (subject to clause 7) and resulting in:
  - A. The prevention of the redelivery of the Insured Handling Equipment to the lessor by the originally intended date due to that item being an actual or constructive total loss;
  - B. Delay in redelivery of the Insured Handling Equipment to the lessor by reason of obligation to effect repairs to the item.

In the event of a claim under this Section 3, the indemnity payable by Underwriters under all sections for the same Insured Handling Equipment shall not exceed the insured value of that item as identified in the Insurance Schedule.

#### **3. FIRE FIGHTING EXPENSES**

This Section covers the Assured's loss of fire extinguishing materials and equipment if used to safeguard the Insured Handling Equipment from a peril covered under this Section. Furthermore, this Section is extended to cover reasonable fire brigade charges for which the Assured is liable or other extinguishing expenses incurred by the Assured to safeguard the Insured Handling Equipment from a peril covered under this Section.

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#### 4. EXCLUSIONS

This Section does not cover loss or damage caused by:

- 4.1 Wear, tear, marring, scratching or gradual deterioration, wet rot, dry rot mould, spoilage, decay or decomposition, settling, shrinkage or expansion, corrosion, rust, electrolyte action, discoloration, oxidation or erosion, leakage, subsidence, evaporation, loss of weight, breakage of glass or other fragile articles;
- 4.2 Vermin, moths, termites or other insects;
- 4.3 Atmospheric dampness or dryness, condensation, smog, fog, extremes or changes in atmospheric temperature;
- 4.4 Seepage of any substance whatsoever, backing up of sewers or drains, pollution or contamination;
- 4.5 Inherent vice, latent defect, error in design, fault or error in workmanship, manufacture or use of unsuitable materials. Costs of remedying or repairing inherent vice, latent defect, defects in design or manufacture;
- 4.6 Earthquake, tsunami, tidal wave, seaquake or volcanic eruption, unless agreed by Underwriters;
- 4.7 Mechanical or electrical breakdown or derangement of any communication equipment or alarm system or computer external to an item of Insured Handling Equipment;
- 4.8 Confiscation, requisition, detention, occupation, embargo, quarantine, or arising from any order of public or government authority, or arising from acts of contraband or illegal transportation or illegal trade;
- 4.9 The Safe Working Load of any Insured Handling Equipment being exceeded;
- 4.10 Loss of market, loss of use, loss of income, interruption of business, or any other consequential loss or damage whatsoever ;
- 4.11 Cessation, fluctuation or variation in, or insufficiency of water, gas or electricity supplies;
- 4.12 Artificially generated electrical current to electrical appliances, fixtures or wiring;
- 4.13 Processing, erecting, dismantling, renovating, repairing (which shall not include general maintenance), or working upon any Insured Handling Equipment;

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- 4.14 Error or fault in computer or machinery programming or from data processing media failure or breakdown;
- 4.15 Mechanical or electrical breakdown or derangement; however, this exclusion shall not apply to physical loss or physical damage arising from or caused by such mechanical or electrical breakdown or derangement provided that such loss or damage is not otherwise excluded elsewhere in this Policy;
- 4.16 Unexplained loss, mysterious disappearance, inventory shortage or loss due to book keeping, accounting or billing errors or omissions;
- 4.17 Infidelity, dishonesty, theft, fraud or pilferage of the Assured or the Assured's employees or others to whom the Assured has entrusted responsibility;
- 4.18 The Assured or the Assured's employees voluntarily parting with title or possession of Insured Handling Equipment;
- 4.19 Transit of Insured Handling Equipment unless within the Confines of the Port, Terminal or Insured Location.

## 5. EXCLUDED HANDLING EQUIPMENT

This Section does not cover any aircraft, helicopter, watercraft, vessels, vehicles designed for highway use, locomotives or rolling stock designed for railroad use.

## 6. STRIKES / RIOTS

Strikes or riots shall not include any of the other acts excluded in clause 6 of the General Policy Provisions

## 7. DAILY CHARGES

This Policy does not apply to daily lease charges where the item of handling equipment leased to the Assured is subject to a purchase option exercisable by the Assured or for the benefit of the Assured. Underwriters shall only be liable for a maximum amount of thirty days daily lease charges, from and including the original intended redelivery date, unless otherwise agreed by Underwriters.

## 8. PROTECTIVE MAINTENANCE

It is a condition precedent of liability under this Policy that the Assured shall maintain in good order proper and adequate protection for the safety of the Insured Handling Equipment, including any additional measures required by Underwriters, throughout the period of this Policy. Such

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protection shall not be withdrawn or reduced unless prior agreement has been obtained from Underwriters. If the Assured fails to comply with this clause, Underwriters will not be liable for any claims arising in whole or in part from the Assured's breach.

## 9. AUTOMATIC ACQUISITIONS

This Section automatically holds covered handling equipment, similar to that already scheduled, acquired by the Assured after the inception date of the Policy period for a period of up to 30 days after acquisition, provided:

- 9.1 satisfactory advice and information regarding such handling equipment is given to Underwriters within 30 days of acquisition; and
- 9.2 the handling equipment value is not more than 5% of the overall limit of this Section set out in the Insurance Schedule.
- 9.3 the handling equipment is similar to that already Scheduled and is within the Confines of the Port, Terminal or Insured Location.

Underwriters reserve the right to charge additional premium and impose such terms, conditions and exclusions as they deem appropriate or to decide not to insure the handling equipment after the period of 30 days elapses.

## 10. VALUES DECLARED AND INCORRECT DECLARATION PENALTY

If Insured Handling Equipment values declared to the Insurance Schedule are less than the actual market values, then any recovery hereunder shall be reduced by the same proportion that the scheduled value bears to the actual value for that particular item.

## 11. SETTLEMENT OF CLAIMS

Settlement of claims under this Section will be calculated as follows subject to a maximum of the amount declared for the item of Insured Handling Equipment in the Insurance Schedule:

- 11.1 Where the equipment can be repaired at a cost less than the cost of replacement of the equipment, Underwriters will pay the costs necessarily incurred to restore the equipment to the same condition as the equipment was in prior to the physical loss or damage occurring. Due allowance will be made for depreciation in respect of parts replaced, and the value of any salvage will be taken into account.
- 11.2 Where (11.1) does not apply Underwriters will pay the limit declared in the Insurance Schedule.

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THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE ALL OF WHICH FORM PART OF THE POLICY

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### EARTHQUAKE EXTENSION CLAUSE (HANDLING EQUIPMENT)

This extension is to be read in conjunction with the Handling Equipment Wording and the provisions that apply therein.

Notwithstanding exclusion 4.6 and in consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to cover physical loss or physical damage to Insured Handling Equipment:

- A. Directly caused by earthquake, tidal wave, seaquake or volcanic eruption;
- B. By fire or explosion directly caused by earthquake, tidal wave, seaquake or volcanic eruption.

### EXCESS

In respect of loss covered under A of this extension, Underwriters shall only be liable for the amount by which such loss or damage during any one period of forty-eight consecutive hours exceeds the underlying amount/deductible as specified in the Insurance Schedule.

The Assured may choose the date and time when any such period of 48 hours commences.

**This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained herein shall operate to increase the overall Section 3 limit as specified in the Insurance Schedule.**

**This extension is subject to a section sub-limit as specified in the Insurance Schedule.**

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**SECTION 4- BUSINESS INTERRUPTION WORDING.**

1. **LOSS, IF ANY, PAYABLE** to Assured or Loss Payee, as identified in the Insurance Schedule.

**2. INSURING CLAUSES**

In consideration of the payment of the premium, Underwriters hereby agree, subject to the General Policy Provisions and the Section 4 limits as set out in the Insurance Schedule, to indemnify the Assured for loss of profit, increased cost of working and costs and expenses as set out in clause 3, arising from an interruption to the Assured's Operations caused by:

- 2.1 Physical loss or physical damage to Insured Property or Insured Handling Equipment;
- 2.2 An Accident causing a blockage of:
- a) An insured berth or insured quay (as specified in the Insurance Schedule) owned by or leased to the Assured and used in the Assured's Insured Operations for the purpose of mooring vessels.
  - b) Any approach channel or waterway;
  - c) Any land access immediately adjacent to the Confines of the Port, Terminal or Insured Location as specified in the Insurance Schedule.
- 2.3 Interruption to electrical supply to Insured Property or Insured Handling Equipment which is beyond the control of the Assured Provided that such interruption results in the Assured being wholly or partially unable to perform their Insured Operation(s) for a period commencing within the Policy period. This applies to paragraph 2.1 to 2.3.

**3. CALCULATION OF LOSS**

- 3.1 Loss of Profit. This shall be calculated by taking the reduction in the Assured's revenue derived from their Insured Operation(s) during the Loss Period less any savings the Assured may have, including but not limited to savings in working expenses, standing charges, taxes or the like, and less any increase in revenue at another of the Assured's location(s); and
- 3.2 Increased Cost of Working. This being costs and expenses reasonably and necessarily incurred by the Assured during the Loss Period for averting or minimising a loss covered under this Section 4. Such costs and expenses must not exceed the potential loss that the Assured is seeking to avert or minimise; and
- 3.3 Costs and expenses incurred by the Assured while investigating an Accident covered under this Section 4 and incurred protecting the interests of the Assured provided that such costs and expenses have been agreed by Underwriters,

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#### 4. EXCLUSIONS

This Section 4 does not cover:

- 4.1 The Assured's liability for any tax of any description;
- 4.2 Any loss arising from subsidence, landslip, avalanche or volcanic eruption or any excluded peril contained within the Property Damage or Handling Equipment Sections or the exclusions contained within the General Policy Provisions ;
- 4.3 Any loss arising from faulty workmanship occurring during the execution of repairs;
- 4.4 Any loss arising from failure or delay in performance of any contractual obligation or guarantee;
- 4.5 Any loss for any period during which the Assured's Operations would not have continued for any reason other than the covered loss or damage;
- 4.6 Any increase in cost resulting from the suspension, lapse or cancellation of any lease, licence, contract or order;
- 4.7 Any increase in loss caused by the enforcement of a law or regulation regulating the use, construction, repair or demolition of any Insured Property or Insured Handling Equipment ;
- 4.8 Any loss arising as a consequence of insolvency or appointment of an administrative receiver or similar circumstance.

#### 5. LOSS PERIOD

The Loss Period, as set out in the Insurance Schedule, shall be the period commencing when the Loss of Profit or Increased Cost of Working starts by reason of an Accident for which the Assured is insured under this Policy, or in the case of clause 2.3 the interruption to the electrical supply, and not exceeding the lesser of:

- (a) such length of time as is reasonably required to repair or replace the lost or damaged Insured Property, or Insured Handling Equipment; or in the case of 2.2 end the blockage; or
- (b) the Loss Period specified in the Insurance Schedule .

Should the business interruption continue after the expiry of the Policy, Underwriters will nevertheless make payment for the continuing interruption up to the limit of indemnity set out in this clause, and the Insurance Schedule.

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## 6. MATERIAL DAMAGE PROVISION

It is a condition precedent to Underwriter's liability under clause 2.1. that payment has been made or liability admitted under the Property Damage or Handling Equipment Sections of the Policy. If payment has not been made or liability accepted, then Underwriters will not make any payment, or consider a claim under clause 2.1.

**THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, AND THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE ALL OF WHICH FORM PART OF THE POLICY**

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## GENERAL POLICY PROVISIONS

These General Policy Provisions apply to and form part of the Policy, Insurance Schedule, Questionnaire and to all Sections of the Policy purchased by the Assured

1. All payments under this Policy will be made to the Assured, or any loss payee identified in the insurance schedule.

### 2. SECTION LIMIT(S) / SUB-LIMIT(S) / SUM INSURED

2.1 **Overall Section Limit(s)** - Underwriters maximum limit payable for any claim under each section of this Policy arising from any one Accident or series of Accidents arising out of any one event is set out in the overall section limit(s) of the Insurance Schedule. Such overall section limit(s) shall be inclusive of any costs and defence expenses.

2.2 **Section Sub-Limit(s)** - In the case of section sub-limit(s) under this Policy, such section sub-limit(s) shall apply to any claim arising under that section, clause, extension or Operation in respect of any one Accident or series of Accidents arising out of any one event, and shall be inclusive and not in addition to the Overall Section Limit(s) as set out in the Insurance Schedule. Such section sub-limit(s) shall be inclusive of any costs and defence expenses arising from the claim(s) under that section, clause, extensions/or Operation. Where indicated in the Insurance Schedule all section sub-limit(s) apply in respect of any one Accident or series of Accidents arising out of any one event and in the aggregate for each 12 month period from the inception date of this Policy.

2.3 **Sum Insured**-The sum insured shall mean the insured value of the Insured Property and/or Insured Handling Equipment or the limit of Liability or Loss Period as identified in the Insurance Schedule.

### 3. JOINT ASSURED AND CO-ASSURED

3.1 Underwriters may accept an application from an Assured for another person or persons to become Joint Assureds in respect of that Assured's Policy. Each Joint Assured shall have an independent right of recovery from the Underwriters in respect of any liabilities, costs or expenses arising out of a particular casualty or event.

3.2 Unless otherwise agreed in writing with the Underwriters, the Assured and all Joint Assureds shall be jointly and severally liable to pay all amounts due to the Underwriters in respect of this Policy.

3.3 The Underwriters may accept an application from an Assured for another person or persons to become Co-assureds. The liability of Underwriters to all Co-assureds shall only extend insofar as the Co-Assured may be found liable to pay in the first instance for liabilities which are properly the responsibility of the Assured and are insured under

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this Policy. Once Underwriters have indemnified such Co-assureds, Underwriters shall not be under any further liability and shall not make any further payment to any person or company whatsoever, including the Assured, in respect of that claim.

- 3.4 Payment by Underwriters to the Assured or any one Joint Assured, or Co-assured in respect of any claim under this Policy shall fully discharge Underwriters of all liability arising out of that claim.
- 3.5 Any provision of this Policy by which an Assured or Joint Assured or Co-assured ceases to be insured or ceases to be entitled to recover from Underwriters in respect of any liability, loss or damage shall be deemed to apply to all Assureds, Joint Assureds and Co-assureds. Failure by the Assureds or any Joint Assured or Co-assureds to comply with any of the obligations under this Policy is deemed to be the failure of the Assured and all Joint Assureds and all Co-assureds. Conduct of an Assured or any Joint Assured or Co-assured which would have entitled the Underwriters to decline to indemnify it shall be deemed to be the conduct of all Assureds, Joint Assureds, and Co-assureds.
- 3.6 The contents of any communication between the Assured or any Joint Assured or Co-assured and the Underwriters, their servants or agents, shall be deemed to be within the knowledge of the Assured and all Joint Assureds or Co-assureds.
- 3.7 The Assured, Joint Assureds and Co-assureds agree that (subject to any express coverage in this Policy) no disputes arising amongst them shall be the subject of any insurance or recovery from the Underwriters and Joint Assured and Co-assureds shall only be insured on this basis.
- 3.8 Where there are Joint Assureds or Co-assureds, any reference to the Assured in this Policy will be deemed to include any Joint Assured or Co-assured, so far as applicable.

#### 4. UNDERLYING AMOUNT(S) / DEDUCTIBLE(S)

This Policy shall only pay in excess of deductible(s) specified in the Insurance Schedule in respect of claim(s) resulting from any one Accident or series of Accidents arising out of one event. Costs and defence expenses shall also be subject to such deductible(s).

#### 6. WAR, STRIKES AND TERRORISM EXCLUSION

##### 6.1 This Policy excludes:

- A. Loss damage, cost or expense directly or indirectly caused by, contributed to or arising from or in consequence of any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- B. Strike, lock-out, labour disturbance, riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil strife, military or usurped power or confiscation or nationalisation or

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requisition or destruction of or damage to property by or under the order of any government or public or local authority;

- C. Any act of terrorism, which means an act, including but not limited to the use of force or violence or the threat of violence, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or to put the public or any section of the public in fear;
- D. This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way related to 6.1.

- 6.2 The burden of proving that this exclusion does not apply (if it is alleged to apply by Underwriters) shall be upon the Assured;
- 6.3 If any part of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

#### 7. DUE DILIGENCE/ PRECAUTIONARY MEASURES (ASSURED'S DUTY TO MINIMISE LOSS)

- 7.1 It is a condition of this Policy that the Assured shall act as if a prudent uninsured at all times and at their own expense take such measures as may be reasonable for the purpose of averting or minimising a loss. The Assured shall not admit liability or assume any obligation without prior agreement by Underwriters. In the event of a breach of this condition, Underwriters shall be entitled to cancel this Policy from inception, and shall not be liable for any claims arising under the Policy.
- 7.2 The Assured shall maintain all precautionary measures given as information to Underwriters with regard to loss prevention and risk management. The Assured shall, in addition, implement any measures required by Underwriters and notify Underwriters of any material change in or affecting the Assured's Operation(s). In the event of any material change, Underwriters will be entitled to amend the terms and conditions of this Policy, or cancel this Policy with effect from the date of the material change.

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## 8. SURVEY / ISPS

It is a condition of this Policy that in the event Underwriters require a survey to be carried out, the Assured shall comply with any recommendations, requirements or restrictions imposed as a consequence of the survey by the date required by the survey or by the date set by Underwriters. The Assured must comply with the International Ship and Port Facility Security Code (ISPS).

In the event of a breach of this condition, Underwriters shall be entitled to cancel this Policy, with from inception, and shall not be liable for any claims arising under the Policy.

## 9. ELECTRONIC EXCLUSION CLAUSE

9.1 Notwithstanding anything to the contrary contained within this Policy, it shall not provide cover in respect of claims, losses, expenses or costs arising by reason of any defect in the operation of any Computer Equipment, the operation or any function of such Computer Equipment, or the sending, receipt, processing or manipulation of data (including e-mails and data accessible via the internet). For this purpose, "Computer Equipment" includes any combination of software and hardware.

9.2 This clause applies regardless of any other cause and/or event that contributes concurrently or in any sequence to any loss, damage, cost, claim, and/or expense.

## 10. NOTICE OF POTENTIAL CLAIMS

The Assured shall give to Underwriters, directly or via Underwriters representatives (as identified in the Insurance Schedule), immediate notice of an Accident which may give rise to a loss which could result in a claim under this Policy. The Assured shall then promptly deliver by mail or facsimile or e-mail to Underwriters, directly or via Underwriters' representatives, a written account of the nature of the Accident stating the cause, if known, the extent of any damage, liability or expense and the nature of the interest of the Assured. Should notice not be given within 30 days of the Assured becoming aware of the Accident, Underwriters will have the option to decide whether they have been prejudiced by the delay, and if so, to reduce the amount paid in respect of the claim, or not pay the claim at all.

## 11. ASSISTANCE OF THE ASSURED

11.1 The Assured shall assist Underwriters in all matters relating to claim(s) and provide Underwriters with all information Underwriters or their agents may reasonably request in respect of a claim. The Assured will also allow Underwriters or their agents to interview witnesses and access to evidence supporting the claim(s).

11.2 The Assured is obliged under the due diligence obligation in clause 8.1 to take all reasonable steps to defend claim(s) made against the Assured which could become a claim under this Policy. Underwriters shall have the right, but not the duty, to

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participate with the Assured in the defence, settlement or litigation of any claim(s) made against the Assured, or to appeal against any judgement or award. Underwriters agree, provided prior written consent is obtained from Underwriters, subject to any terms imposed by Underwriters such as selection of lawyers, and subject to any deductible/underlying amount, to indemnify the legal costs and expenses in relation to any claim(s) against the Assured arising out of an insured Accident. However, Underwriter's liability including such legal costs and expenses shall in no event exceed the relevant Overall Section Limit(s) and/or Section Sub-Limit(s) as identified in the Insurance Schedule.

- 11.3 Underwriters shall have the right to elect at any time to take over the conduct of the defence, settlement or litigation of any claim(s) from the Assured upon giving notice to the Assured or the Assured's Broker by mail, facsimile or e-mail. Should Underwriters make such an election, the Assured agrees to continue to provide Underwriters with all reasonable assistance in handling the claim(s).
- 11.4 Underwriters shall be entitled at any time to elect not to continue to support the defence, settlement or litigation of any proceedings and any liability for legal costs and expenses shall cease at the time of their election.

## 12. SUBROGATION

The Assured is not authorised to waive any rights of recovery in relation to any other party without prior written agreement from Underwriters. Where an amount is paid by Underwriters under this Policy, the Assured's rights of recovery against any other party in respect of such amount shall be exclusively subrogated to Underwriters. At Underwriters' request the Assured will assist (including attendance at hearings and ensuring attendance of witnesses), co-operate and lend its name to the exercise of Underwriters' rights of subrogation. In the event that any subrogated recovery is made, Underwriters will be entitled to reimbursement of all sums they have paid under the Policy before the Assured is entitled to receive any uninsured losses or deductible that has been applied.

## 13. AUDIT

Underwriters may on reasonable notice examine and audit the Assured's books and records at any time relating to the subject matter of this Policy.

## 14. PRIOR KNOWLEDGE / OTHER INSURANCES

- 14.1 Underwriters will have no liability under this Policy arising from any Accident, of which the Assured had knowledge, prior to the inception date of this Policy.
- 14.2 If at the time of any loss, destruction or damage happening to any property insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering the same property the Company shall not

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be liable to pay or contribute more than their rateable proportion of such loss, destruction or damage.

#### 15. INSOLVENCY OR BANKRUPTCY

- 15.1 The insolvency, liquidation, bankruptcy, receivership, administration or the like, or any refusal or inability to pay of the Assured or any Underwriter shall not operate to:
- A. Increase Underwriter's liability under this Policy, or;
  - B. To increase any Underwriter's share of liability under this Policy, or;
  - C. To deplete any underlying amount(s).
- 15.2 Upon any of the circumstances described in 16.1 occurring to the Assured, then this Policy shall immediately terminate. The Assured will not be entitled to any return of premium, and will remain liable for premium due up to the date of cancellation.
- 15.3 In no event shall any Underwriter of this Policy assume the responsibilities or obligations of the Assured or any insurer or any Underwriter upon any of the circumstances described in 16.1 occurring to the Assured

#### 16. CANCELLATION

- 16.1 Cancellation of this Policy may be effected by the Assured, or by Underwriters or their representatives (as identified in the Insurance Schedule) sending notice by mail or facsimile, or e-mail to the other party(s) stating when, not less than 30 days thereafter, cancellation shall be effective.
- 16.2 If this policy is cancelled by the Assured, Underwriters will retain the short rate proportion of the premium for the period this Policy has been in force calculated in accordance with the standard London Market Short Rate Cancellation Table. If Underwriters cancel this Policy, they shall retain the pro rata proportion of the premium for the period this policy has been in force until the effective date of cancellation.
- 16.3 Notice of cancellation by the Underwriters shall be effective whether or not Underwriters have returned or tendered the return of any premium with such notice.

#### 17. PREMIUM PAYMENT CLAUSE

The Assured warrants that premium will be paid in full to Underwriters by the settlement due date set out in the Slip and Insurance Schedule (or in respect of instalment premiums, when due), or any longer period set by the applicable law of this Policy.

If the premium has not been paid in accordance with this warranty, Underwriters shall have the right to cancel this Policy by notifying the Assured either direct or via the broker in writing.

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Cancellation shall take effect either from the date of default, or date of inception as elected by the Underwriters in the slip and Insurance Schedule. In the event of cancellation as at the date of default, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

Unless otherwise agreed, the Leading Underwriters are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating on this Policy.

If any part of this clause is found by a Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

#### 18. ASSIGNMENT

No assignment of any interest under this Policy shall be valid except with the written consent of Underwriters.

#### 19. SEVERAL LIABILITY NOTICE

The subscribing Underwriters' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

#### 20. GOVERNING LAW

This Policy shall be subject to and governed by Jordanian Law.

#### 21. ARBITRATION

All matters in difference between the parties arising under, out of or in connection with this Policy, including formation and validity, and whether arising during or after the period of this Policy, shall be referred to an arbitration tribunal as set out below.

- 21.1 Unless the parties appoint a sole arbitrator within 14 days of one receiving a written request from the other for arbitration, the party requesting arbitration (the Claimant) shall appoint an arbitrator and give written notice to the other party (the Respondent). Within 30 days of receiving such notice the Respondent shall appoint his arbitrator and give written notice to the Claimant, failing which the arbitrator appointed by the Claimant shall act as sole arbitrator, in which case paragraph 22.2 shall not apply.

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- 21.2 Before they enter upon a reference the two arbitrators shall appoint a third arbitrator. Should they fail to appoint such a third arbitrator within 30 days of the appointment of the Respondent's arbitrator then either of them or either of the parties may apply to the appointer for the appointment of the third arbitrator. The three arbitrators shall decide by majority. If no majority can be reached the verdict of the third arbitrator shall prevail. He shall also act as chairman of the tribunal. The appointer shall be the Chairman of the Jordanian Court of International Arbitration.
- 21.3 Unless the parties otherwise agree the arbitration tribunal shall consist of persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance as persons engaged in the industry itself or as lawyers or other professional advisors.
- 21.4 The arbitration tribunal shall have power to fix all procedural rules for the holding of the arbitration.
- 21.5 The place of arbitration shall be Jordan unless an alternative place is agreed between the parties.

## 22. THIRD PARTY RIGHTS

No party other than the Underwriters and the Assured specified in the Insurance Schedule shall have any right to enforce any part of this Policy.

## 23. DEFINITIONS

- 23.1 ACCIDENT - wherever used means a sudden event which was neither expected nor intended by the Assured and which first occurred or commenced on an identifiable specific date during the Policy period.
- 23.2 ASSURED - wherever used shall mean the Assured (as identified in the Insurance Schedule) and any, executive officer, managing employee, director or trustee thereof while acting within the scope of the duties bestowed on that person by the Assured.
- 23.3 BODILY INJURY - wherever used shall mean all physical injury to a third party including death, sickness, disease, mental injury, anguish or shock resulting from such physical injury.
- 23.4 CO-ASSURED – wherever used shall mean any party defined in the Insurance Schedule as a Co-assured.
- 23.5 COMPUTER EQUIPMENT - wherever used shall mean computer hardware and/or software.

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- 23.6 CONFINES OF THE PORT AND/OR CONFINES OF THE TERMINAL AND/OR CONFINES OF THE INSURED LOCATION wherever used shall mean those areas within the limits of the Port as set out in the Insured Operations Clause of the Insurance Schedule, and in the case of local collection and delivery within a 10 kilometre radius of the Confines of the Port or Terminal or Insured Location.

A Port includes ports, marine terminals, warehouses, container freight stations, container or trailer repair or storage depots, inland clearance depots and rail freight intermodal transfer depots.

- 23.7 INSURANCE SCHEDULE - wherever used shall mean the schedule to the Insurance Policy.
- 23.8 INSURED HANDLING EQUIPMENT - wherever used shall mean the handling equipment specified in the Handling Equipment Schedule of the Insurance Schedule.
- 23.9 INSURED LOCATION - shall mean those locations specified in the Insurance Schedule.
- 23.10 INSURED PROPERTY - shall mean the insured property set out in the Property Schedule of the Insurance Schedule.
- 23.11 JOINT ASSURED - wherever used shall mean any party defined in the Insurance Schedule as a Joint Assured
- 23.12 INSURED OPERATIONS - wherever used shall mean the insured operations which the Assured has requested to be insured for and has been granted coverage for by Underwriters as identified in the Insurance Schedule.
- 23.13 OVERLOADED - wherever used shall mean when the safe working load specified for the equipment by the manufacturer or by any other similarly qualified party is exceeded.
- 23.14 POLICY - wherever used shall mean all Sections, including extensions to those Sections, General Policy Provisions, Insurance Schedule, and Questionnaire.
- 23.15 PORT AUTHORITY - wherever used shall mean the party stipulated in the Port Authority Questionnaire and the operator or owner of the port specified in the Insurance Schedule.

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23.16 TERMINAL OPERATOR - wherever used shall mean the party(s) stipulated in the Terminal Operator Questionnaire and the operator of any terminal operations specified in the Insurance Schedule.

#### 24. Errors and Omissions

- This policy should not be affected by failure of the insured to comply with any of the conditions contained herein or endorsed hereon in relation to any property over which the insured has no control or by unintentional or inadvertent omissions , errors , incorrect valuations or incorrect description of the interest or risk, provided notice is given to insurers as soon as practicable on discovery of any such error or omission
- Notwithstanding the above , this clause will not to operate to override any specific discovery / reporting provisions or warranties contained elsewhere in the policy

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## B. Hull and Machinery Insurance Policy Wording:

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### INSTITUTE TIME CLAUSES HULLS PORT RISKS

#### 1 NAVIGATION

The Vessel has leave to proceed to and from any wet or dry docks harbours ways cradles and pontoons, within the limits specified in this insurance.

#### 2 TERMINATION

This Clause 2 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

2.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein. However where such change, suspension, discontinuance or withdrawal of her

Class has resulted from loss or damage covered by Clause 4 of this insurance or which would be covered by an insurance of the Vessel subject to current Institute War and Strikes Clauses Hulls-Time such automatic termination shall not operate.

2.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is in port or at sea.

#### 3 ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent

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assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

#### 4 PERILS

4.1 This insurance covers loss of or damage to the subject-matter insured caused by

4.1.1 perils of the seas rivers lakes or other navigable waters

4.1.2 fire lightning explosion

4.1.3 violent theft by persons from outside the Vessel

4.1.4 jettison

4.1.5 piracy

4.1.6 breakdown of or accident to nuclear installations or reactors

4.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation.

4.2 This insurance covers loss of or damage to the subject-matter insured caused by

4.2.1 accidents in loading discharging or shifting cargo or fuel

4.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

4.2.3 negligence of Master Officers Crew or Pilots

4.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

4.2.5 barratry of Master Officers or Crew, provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

4.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 4 should they hold shares in the Vessel.

#### 5 EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption.

This exclusion applies to all claims including claims under Clauses 7, 9, 11 and 13.

#### 6 POLLUTION HAZARD

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this

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insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

#### **7 COLLISION LIABILITY**

7.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for:

7.1.1 loss of or damage to any other vessel or property on any other vessel

7.1.2 delay to or loss of use of any such other vessel or property thereon

7.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.

7.2 The indemnity provided by this Clause 7 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:

7.2.1 where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 7 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.

7.2.2 In no case shall the Underwriters' total liability under Clauses 7.1 and 7.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.

7.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written

consent of the Underwriters.

#### **EXCLUSIONS**

7.4 Provided always that this Clause 7 shall in no case extend to any sum which the Assured shall pay for or in respect of

7.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

7.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

7.4.3 the cargo or other property on, or the engagements of, the insured Vessel

7.4.4 loss of life, personal injury or illness

7.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).

#### **8 SISTERSHIP**

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under

this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the

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amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

#### **9 PROTECTION AND INDEMNITY**

9.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the Vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:

9.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the Vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 7

9.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove, or destroy the same

9.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading

9.1.4 loss of life, personal injury, illness or payments made for life salvage

9.1.5 liability under Clause 1(a) of the current Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salver's expenses plus the increment exceed any amount otherwise recoverable under the Agreement.

9.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

9.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea

9.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore

9.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

9.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured

9.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

#### **EXCLUSIONS**

9.3 Notwithstanding the provisions of Clauses 9.1 and 9.2 this Clause 9 does not cover any liability cost or expense arising in respect of:

9.3.1 any direct or indirect payment by the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any

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capacity whatsoever by the Assured or otherwise in on or about or in connection with the Vessel or her cargo, materials or repairs

9.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement

9.3.3 punitive or exemplary damages, however described

9.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 9.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel

9.3.5 property, owned by builders or repairers or for which they are responsible, which is on board the Vessel

9.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured

9.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member

9.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member

9.3.9 fines or penalties arising from overloading or illegal fishing

9.3.10 pollution or contamination of any real or personal property or thing whatsoever (This Clause 9.3.10 shall not exclude any amount recoverable under Clause 9.1.5)

9.3.11 general average, sue and labour and salvage charges, salvage, and/or collision liability to any extent that they are not recoverable under Clauses 7, 11 and 13 by reason of the agreed value and/or the amount insured in respect of the Vessel being inadequate.

9.4 The indemnity provided by this Clause 9 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

9.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 9 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

9.6 In no case shall the Underwriters' liability under this Clause 9 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel.

#### 9.7 PROVIDED ALWAYS THAT

9.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 9 and of every event or matter which

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may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 9.

9.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 9 without the prior written consent of the Underwriters.

#### 10 NOTICE OF CLAIM AND TENDERS

10.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so

that a surveyor may be appointed to represent the Underwriters should they so desire.

10.2 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.

10.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the Vessel. Where such a tender has been taken and a tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the despatch of the invitations to tender required by Underwriters and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the

tender is accepted without delay after receipt of the Underwriters' approval.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof.

Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion.

10.4 In the event of failure to comply with the conditions of this Clause 10, a deduction of 15% shall be made from the amount of the ascertained claim.

#### 11 GENERAL AVERAGE AND SALVAGE

11.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

11.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject;

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but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

11.3 No claim under this Clause 11 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## 12 DEDUCTIBLE

12.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of

all such claims arising out of each separate accident or occurrence (including claims under Clauses 7, 9, 11 and 13) exceeds..... in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause

12.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 13 arising from the same accident or occurrence.

12.2 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

12.3 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## 13 DUTY OF ASSURED (SUE AND LABOUR)

13.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

13.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 13.5) collision defence or attack costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 9 are not recoverable under this Clause 13.

13.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

13.4 When expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed

the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such

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property saved and then shall apply only to the amount of the expenses which is in excess of such value.

13.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.

13.6 The sum recoverable under this Clause 13 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

14 NEW FOR OLD Claims payable without deduction new for old.

#### **15 BOTTOM TREATMENT**

In no case shall a claim be allowed in respect of scraping grit blasting and/or other surface preparation or painting of the Vessel's bottom except that

15.1 grit blasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,

15.2 grit blasting and/or other surface preparation of:

the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs, areas of plating damaged during the course of fairing, either in place or ashore,

15.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above,

shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

#### **16 WAGES AND MAINTENANCE**

No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and Crew, or any member thereof, except when incurred solely for the necessary removal of the Vessel, with the agreement of the Underwriters, from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the Vessel is under way.

#### **17 AGENCY COMMISSION**

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of

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the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.

### 18 UNREPAIRED DAMAGE

18.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

18.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

18.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

### 19 CONSTRUCTIVE TOTAL LOSS

19.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

19.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

### 20 DISBURSEMENTS WARRANTY

20.1 Additional insurances as follows are permitted:

20.1.1 Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.

20.1.2 Earnings or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 20.1.1.

20.1.3 Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the first passage and next succeeding cargo passage plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 20.1.2 to be taken into account and only the excess thereof may be insured.

20.1.4 Time Charter Hire or Charter Hire for Series of Voyages.

A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 20.1.2 to be taken into account and only the excess thereof may be insured.

An insurance under this Section may begin on the signing of the charter.

20.1.5 Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including,

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if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

20.1.6 Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.

20.1.7 Insurance irrespective of amount against:

Any risks excluded by Clauses 5, 22, 23, 24 and 25.

20.2 Warranted that no insurance on any interests enumerated in the foregoing 20.1.1 to 20.1.6 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## **21 RETURNS FOR CANCELLATION**

To return pro rata monthly net for each uncommenced month if this insurance be cancelled either by agreement or by the operation of Clause 2 provided that a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period of this insurance or any extension thereof.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## **22 WAR EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by

22.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

22.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

22.3 derelict mines torpedoes bombs or other derelict weapons of war.

## **23 STRIKES EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by

23.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

23.2 any terrorist or any person acting from a political motive.

## **24 MALICIOUS ACTS EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from

24.1 the detonation of an explosive

24.2 any weapon of war and caused by any person acting maliciously or from a political motive.

## **25 NUCLEAR EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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## Coverage (C) Contractors' Plant and Machinery Insurance wording

Whereas the Insured named in the Schedule hereto has made to the

(hereinafter called "the Insurers") a written proposal by completing a questionnaire which, together with any other statement made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein,

Now this Policy of Insurance witnesses that, subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon,

The Insurers hereby agree with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy, the items (or any part thereof) entered

in the Schedule, whilst at the location or in the geographical area mentioned therein, suffer any unforeseen and sudden physical loss or damage from any cause not specifically excluded in a manner necessitating repair or replacement,

The Insurers will Indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

This Policy shall apply whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or in the course of subsequent re-erection, but in any case only after successful commissioning.

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## Exclusions

The Insurers shall not be liable for:

- a) the deductible stated in the Schedule to be borne by the Insured in anyone occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
- b) loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable.
- c) loss of or damage to replaceable parts and attachments such as bits, drills, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, connecting wires and cables, flexible pipes, jointing and packing material regularly replaced;
- d) loss or damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine;
- e) loss of or damage to vehicles de- signed and licensed for general road use unless these vehicles are ex-elusively used on construction sites;
- f) loss of or damage to waterborne vessels or craft;
- g) loss or damage due to total or partial immersion in tidal waters;
- h) loss or damage whilst in transit unless otherwise agreed by endorsement
- i) loss or damage as a direct con- sequence of the continual influence of operation (eg wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions);
- j) loss or damage occurring whilst any insured item is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed;
- k) Loss of or damage to plant and/or machinery working underground unless otherwise agreed by endorsement.

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- l) loss or damage directly or in- directly caused by, or arising out of, or aggravated by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or per- sons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- m) loss or damage directly or in- directly caused by, or arising out of, or aggravated by nuclear reaction, nuclear radiation or radioactive contamination;
- n) loss or damage due to any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;
- o) loss or damage directly or in- directly caused by, or arising out of, or aggravated by the wilful act or wilful negligence of the Insured or his representatives;
- p) Loss or. damage for which the sup- plier or manufacturer is responsible either by law or under contract;
- q) consequential loss or liability of any kind or description;
- r) Loss or damage discovered only at the time of taking an inventory or during routine servicing.  
In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of exclusions m - q above any loss, destruction or damage is not covered by this Policy, the onus of proving that such loss, destruction or damage is covered shall be upon the Insured.

## Conditions

- 1) The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.
- 2) The Schedule shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the Schedule. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

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- 3) The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
- 4) a. Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.  
b. The Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.  
No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurers.
- 5) In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
  - a. immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage;
  - b. take all reasonable steps within his power to minimize the extent of the loss or damage;
  - c. preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;
  - d. furnish all such information and documentary evidence as the Insurers may require;
  - e. inform the police authorities in the case of loss or damage due to theft or burglary.

The Insurers shall on no account be liable for loss or damage of which no notice has been received by the Insurers within 14 days of its occurrence. Upon notification being given to the Insurers under this condition, the Insured may carry out repairs of any minor damage or replace items which have sustained any minor damage;

In all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances,

The Insured shall be entitled to proceed with the repairs or replacement. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary for the upkeep of operations at the respective construction site.

The liability of the Insurers under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.
6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the

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interest of any right or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.

7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

8. a. If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Insurers shall not be liable to make any payment hereunder.

b. In the event of the Insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.

9. This Policy may be terminated at the request of the Insured at any time, in which case the Insurers will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Insurers by seven days' notice to that effect being given to the Insured, in which case the Insurers will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Insurers may have incurred.

10. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.

## Provisions

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**Memo 1 - Sum Insured**

It shall be a requirement of this Policy that the sum insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their cost of replacement including, eg, freight, customs duties and dues, if any, and cost of erection.

If the sum insured is less than the amount required to be insured, the Insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

**Memo 2-  
Basis of Loss Settlement**

In the event of any loss or damage the basis of any Settlement under this Policy shall be as follows:

- a. In cases where damage to an insured item can be repaired- the Insurers shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a work shop owned by, the Insured, the Insurers shall pay the cost of materials and wages incurred or the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the insured item immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on The basis provided for in b below.

- b. In cases where an insured item is destroyed -the Insurers shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection, customs duties,

if any, provided such expenses have been included in the sum insured, such actual value to be calculated by

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deducting proper depreciation from the replacement value of the item. The value of any salvage shall be taken into account.

Any extra charges incurred for overtime, night work, and work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing. The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs shall be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The amount payable by the Insurers according to the above-mentioned provisions shall be reduced by the deductible stated in the Schedule.

The Insurers shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

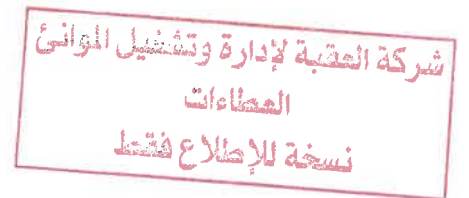
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### Endorsement 401 Cover for Inland Transit

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover loss of or damage to the insured items whilst in transit anywhere in



## Coverage(D) Money Insurance Policy

Whereas the Insured has by a signed proposal and declaration, which the Insured has agreed, shall be the basis of this contract and be held as incorporated herein applied to the Company for the Indemnity hereinafter contained

In Consideration of the Insured paying to the Company the First Premium for or on account of the said Indemnity the Company agrees subject to the terms exclusions limits and conditions contained herein or endorsed hereon to indemnify the Insured against

- (1) Loss of Money in the premises /Money in Transit by any cause whatsoever occurring in the Situation during the Period of Indemnity and
- (2) The cost of repair or replacement of the Safe or Strong room not otherwise insured directly associated with any theft there from occurring during the Period of Indemnity

Provided that out of Business Hours the Safe or Strong room whilst containing the Money or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the

## EXCLUSIONS

The Indemnity hereinbefore contained shall not apply to nor include

1. Loss or damage directly or indirectly occasioned by, through, or in consequence of
  - (a) War invasion act or foreign enemy hostilities or warlike operations  
(Whether war be declared or not)
  - (b) Civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
  - (c) Martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of material law or state of siege
  - (d) Any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence

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**Or loot sack or pillage in connection with any of the aforementioned occurrences**

2. Any consequence of strike or riot
3. Any loss arising from fraud or dishonesty of the Insured's employees not Discovered within 30 working days after the occurrence
4. Shortages due to error or omission.
5. Losses covered by a policy of fidelity guarantee insurance.
6. Loss from an unattended vehicle.
7. Any loss or destruction of or damage or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from

Any nuclear waste from the combustion of nuclear fuel Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

8. Any loss, destruction, or damage directly or indirectly caused by or contributed to by or arising From nuclear weapons material.

**CONDITIONS**

***This Policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear***

1. The interest of the Insured under this Policy shall not be assignable except with the written Consent of the Company.
2. The Insured shall take all reasonable precautions for the safety of the money and immediately upon having knowledge of any event-giving rise or likely to give rise to a claim under this policy shall: -

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- (a) Give notice to the police and render all reasonable assistance in causing the discovery And punishment of any guilty person and in tracing and recovering the Money
- (b) Give notice thereof to the Company in writing and within seven days thereafter deliver to the company a claim in writing and supply all such details proofs and particulars as may be reasonably required

In no case shall the Company be liable for any loss not notified to the Company within fourteen days after the event.

3. The company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the money lost and which forms the subject of a claim under this policy and the insured shall give all reasonable assistance for that purpose the company shall be entitled to any of the money for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances in respect of such money as may be reasonably required.
4. A proper record shall be kept in the books of the Insured of all the money (including the names of all employees and the amount of wages salaries or other earnings paid to them). The Insured shall at all times allow the company to inspect such books and within one month From the expiry of the period of indemnity shall supply the company with a correct statement Of all the money in transit during the said period a proper record shall also be kept of all money in the safe/s or strong room/s in some place other than the Safe/s or Strong room/s in some place other than the Safe/s or Strong room/s.
5. The first premium and all renewal premium in respect of transit risks are to be regulated by the amount of the money carried during the period of indemnity and if the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the company or by a refund by the company as the case may provide that in either event the premium payable to the company in respect of the money in transit shall not be less than the minimum premium.
6. If at the time of any loss there were any other insurance affected by or on behalf of the Insured covering any of the money the liability of the company hereunder shall be limited to its ratable proportion of such loss.
7. The company may cancel this policy by sending seven day's notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 5.

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 العضوات  
 نسخة للإطلاع فقط

8. All differences arising out this policy shall be referred to the decision of an Arbitrator to be Appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the company if the company shall disclaim liability to the insured for any claim hereunder and such claim shall not with in thirty-six months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. The due observance and fulfilment of the terms conditions and endorsements of this policy By the insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal and any written statement relative thereto shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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العطاءات  
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## FORMS:

### Bid Clarifications Form:

**Important:**

For any further required clarification please refer to the following form

#### a) Terms and Conditions

.....

.....

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.....

#### b) Policy Wording

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.....

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.....

#### c) Other Verifications

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شركة العقبة لإدارة وتشغيل الموانئ  
العطاءات  
نسخة للإطلاع فقط

## Confidential Business Questionnaire:

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

### Part General:

Business Name .....  
 Location of business premises .....  
 Plot No. .... Street/Road .....  
 Postal Address ..... Tel. No. .... Fax ..... Email .....  
 Nature of business .....  
 Registration Certificate No. ....

Maximum value of business which you can handle at any one time Jordanian Dinar.  
 .....

Name of your bankers ..... Branch .....

### Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....  
 Nationality ..... Country of origin .....  
 Citizenship details.....

### Part 2(b) – Partnership

Give details of partners as follows

Name Nationality Citizenship Details Shares

1	.....
2	.....
3	.....
4	.....
5	.....

### Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company

Nominal Jordanian Dinar.. ..

Issued Jordanian Dinar .....

Give details of all directors as follows

Name ,Nationality, Citizenship ,Details Shares

1	.....
2	.....

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 العطاءات  
 نسخة للإطلاع فقط

ACPOM TENDER 2025



- 3 .....  
4 .....  
5 .....

Date.....  
Signature of Bidder

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العطاءات  
نسخة للإطلاع فقط





## Tender Security Form:

Whereas [name of Bidder] (hereinafter called the Bidder) has submitted its bid dated [date of submission of bid] for the provision of insurance services (hereinafter called the tender)

KNOW ALL PEOPLE by these presents that WE [Name of bank] of [name of country], having our registered office at [Aqaba Company for port operations and Management] (hereinafter called the procuring entity ) in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of .....

THE CONDITIONS of this obligation are:

2. If the Bidder withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
3. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity and
  - a) Fails or refuses to execute the Contract Form, if required; or
  - b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the Aqaba Company for Port Operations and Management

up to the above amount upon receipt of its first written demand, without the Aqaba Company for port operations and Management having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including Sixty (60) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]



## Performance Security Form:

To:  
Aqaba Company for Port Operations and Management

Aqaba Company for Port Operations and Management Whereas [name of Bidder] (Hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. [reference number of the contract] dated ..... to supply ..... [description of insurance services] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of .....

Signature and seal of the Guarantors

[Name of bank of financial institution]  
[Address]

[Date] (Amend accordingly if provided by Insurance Company)

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## Letter of Award:

Address of  
Aqaba Company for Port Operations and Management

To:

RE: Tender No. / Tender Name

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

- 1 Please acknowledge receipt of this letter of notification signifying your acceptance.
- 2 The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
- 3 You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(To be Named)*

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## Confidentiality of Information:

Date:

To

Aqaba Company for Port Operations and Management

Address of

Aqaba Company for Port Operations and Management

Respected Sir/Madam,

**Subject: Acknowledge /Confidentiality of Information for the receipt of RFP**

Aqaba Company for Port Operations and Management

**(01/2025) tender documents**

I, (Insurance Company affiliate name), (designation) of (name of Insurance company), would like to thank you for the timely delivery of the tender documents duly noted and confirmed .

I write with reference to the above Tender (Name of the tender) which we are in the process of discussing. As part of the tender instructions execution we will each provide to the other access to certain confidential technical and commercial information concerning our business, systems and services and in consideration of either of us (Aqaba Company for Port Operations and Management

) providing to the other(Insurance company Name) such Confidential Information each of us hereby undertakes to maintain the Confidential Information in the strictest confidence and will not divulge any of the Confidential Information to any third party without the Discloser's prior written permission.

We are happy to have a company of your reputation as our associates and look forward to working with you in the future.

Thanking you,

(Insurance Company signature and stamps)

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## Bid Qualifications:

### **Important:**

To avoid any misunderstanding, insert qualifications as appropriate under the relevant heading – if the offer is in full compliance with the specification, this sheet may be omitted

#### *a. Terms and Conditions*

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#### *b. Policy Wording*

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#### *c. Other Qualifications*

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شركة العقبة لإدارة وتشغيل الموانئ  
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## Reinsurance Support

We confirm 100% support for the offers submitted in accordance with the following security:

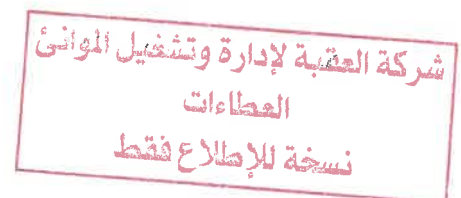
(Please Type name of line of business)

<u>Participation</u>	<u>Proportion</u>
Our net retention	%
Automatic Treaty Facilities	%
Facultative Reinsurance (Please list names and shares)	%
	%
	%
	%
Total:	100 %

**60% Signed and stamped reinsurance slips along with the treaty facility has to be attached.**

**Authorized Signature:**

**Company's Stamp:**







إحصائية 2024

شركة العقبة لإدارة وتشغيل الموانئ

مناولة ميناء النفط والغاز (L.P.G) بالطن	
الصف	2024
نقط خام	1,470,260
بازين	762,523
ديزل	995,687
غاز	481,230
كاز	43,106
هيدروكسيد البوتاسيوم	1,630
بروميد الكالسيوم	6,145
مواد كيميائية	8,116
زيت معدنية	24,188
مجموع مناولة الصب السائل	3,792,885

مناولة ميناء محطة الركاب	
الصف	2024
مركبات (شاحنات + سيارات) عدد	88,349
مسافرين # عدد	250,876
بضائع عامة بالطن	1,129,651
مختلف بالطن	1,466,306
مجموع مناولة محطة الركاب	2,595,957

مقارنة المناولة الكلية بالطن وأعداد السفن	
الصف	2024
حجم المناولة الكلية بالطن	11,196,649
عدد السفن الميناء الرئيسي #	360
عدد السفن ميناء النقط #	125
عدد السفن ميناء الركاب #	1,128
المجموع الكلي لعدد السفن #	1,613

شركة العقبة لإدارة وتشغيل الموانئ  
العقبات  
نسخة للإطلاع فقط

مناولة صنف الصب الجاف بالطن (الميناء الرئيسي)	
الصف	2024
فحم	391,757
رذ	19,911
شعير سالب	688,296
صويا سالب	451,153
قمح سائب	1,194,323
ذرة سائب	751,591
اعلاف مكبسة	27,375
مجموع الصب الجاف	3,524,406

مناولة البضائع العامة بالطن (الميناء الرئيسي)	
الصف	2024
الخشب	148,586
الحديد والمعادن	614,291
مواد حجرية	44,157
مواد اولية	31,043
معدات وقطع	5,521
مواد غذائية - سكر	42,010
مواد خطرة	34,610
بضائع عامة متنوعة	304,035
ورقيات	59,148
مجموع البضائع العامة	1,283,401

مناولة الميناء الرئيسي الاصناف الرئيسية بالطن	
الصف	2024
صب جاف / طن	3,524,406
بضائع عامة / طن	1,283,401
مجموع مناولة الميناء الرئيسي بالطن	4,807,807

مقارنة الميناء الرئيسي لبعض الاصناف عدد	
الصف	2024
رور و- مركبة #	45,655
حاويات #	435
مواشي- رأس #	1,258,110

### Third Party Insurance

Policy number 14140/2021 starting from the period of 01/07/2021 to 30/06/2022 and extended to 31/08/2022

Nature of loss	Number of claims	Commers	Status
Property damage to third party vehicles due to loading & unloading process	4	Settled : JOD 29,301	Settled & Closed
Falling down of Electrical transformers during loading and .unloading	1	Settled : JOD 23,492	Settled & Closed
Property damage to third party vehicles due to loading & unloading process	5	Closed files on a temporary basis as there were no developments from the third party claimants as up to this date; but this closure is subject to re-opening again upon any adverse action from the TP claimants in the future	Temporarily closed
Property damage to third party vehicles due to loading & unloading process	3	Awaiting information & documentation	Outstanding
Forest 6 - Gas leak incident during loading	1	Awaiting information & documentation	Outstanding

Policy number : 14381/2022 starting from the period of 01/09/2022 to 01/09/2023

Nature of loss	Number of claims	Commers	Status
Property damage to third party vehicles due to loading & unloading process	2	Settled : JOD 4,502	Settled & closed
Property damage to third party vehicles due to loading & unloading process	7	Closed on a temporary basis as there were no developments from the third party claimants as up to this date; but this closure is subject to re-opening again upon any adverse action from the TP .claimants in the future	Temporarily closed

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Property damage to third party vehicles due to loading & unloading process	3	Awaiting information & documentation	Outstanding
Property damage to third party property wood due to loading and unloading	1	Awaiting information & documentation	Outstanding

Policy number : TPL/ 14584/2023 starting from the period of 01/09/2023 to 01/09/2024

Nature of loss	Number of claims	Commers	Status
Property damage to third party tanker truck	1	Settled and closed JOD 130	Closed
Property damage to third party vehicle	1	Settled & closed JOD 2,554.5	Closed
Fire incident on Vessel during unloading process	1	Settlement of loss adjuster fees JOD 3,030	Temporarily Closed, subject to re-opening again in case of developments
Property damage to third party vehicles due to loading & unloading process	4	Await information and documentation	Outstanding
Property damage to three third party buses due to loading and unloading process	1	Await information and documentation	Outstanding
Property damage to nineteen third party buses due to loading and unloading process	1	Await information and documentation	Outstanding
Property damage to third party goods ( bundle of wood) during loading and unloading process	1	Await information and documentation	Outstanding
Property damage to electrical transformer & two control panels	1	Await information and documentation	Outstanding

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Property damage to pipes due to loading & unloading	1	Await information and documentation	Outstanding
---	---	-------------------------------------	-------------

Policy number TPL/ 14806-2024 starting from 01/09/2024 to 01/09/2025

Nature of loss	Number of claims	Commers	Status
Damages to TP vehicles (two buses) during loading and unloading process	1	Claim settled - RI share JOD -/2,300	Settled & Closed
Property damage to three wood bundles	1	Await information & documentation	Outstanding
Damages to the truck head due to impact during loading	1	Await information & documentation	Outstanding
Property damage to TP vehicles	2	Await information & documentation	Outstanding
Property damage to pipes due to loading & unloading process	1	Await more information & documentation	Outstanding
Bodily injury to third party worker	1	Await more information & documentation	Outstanding

### Hull & Machinery

Policy number/ Hull/ 387/2023 starting from the period of 01/09/2023 to 01/08/2024

Nature of loss	Number of claims	Commers	Status
Hamzah boat 2 - totally submerged underwater at Aqaba old main port	1	Settled : JOD 92,300	Settled & Closed

(package policy /Cash insurance )

Clean loss records

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# PROPERTY RISK EVALUATION REPORT

## AQABA PORTS CORPORATION



AQABA Company / شركة العقبة  
Ports Operations & Management / إدارة وتشغيل الموانئ





## Port of Aqaba Corporation

Location Surveyed	Aqaba Main port
Address	Aqaba city, Jordan
Geocodes	29.361966° 34.967160°
Surveyed By	Yasser Mulla, Principal Risk Consulting, Marsh Advisory
Q/A Review By	Maher Gharib, Senior Risk Consulting, Marsh Advisory
Survey Dates	07 & 08 May 2025
Dates Last Visit	04 & 05 March 2024
Client Contacts	Said Yasin, Legal Department, Aqaba Ports Corporation
File Name & Rev.	JOD_PRE_POA_YAM_07052025

## Revision History

Revision	Date	Comments
1.0	05 September 2016	First report following a site survey on 25 & 26 July 2016
2.0	24 August 2017	Updated report following a site survey on 7 August 2017
3.0	28 November 2019	Updated report following a site survey on 29 & 30 July 2019
4.0	14 March 2021	Updated report following a video call with the client on 16 February 2021
5.0	18 April 2022	Updated report following a video call with the client on 4 April 2022
6.0	11 April 2023	Redrafted report following the site survey on 20 & 21 February 2023
6.1	11 April 2023	Final report following internal QA/QC
6.2	17 March 2024	Updated report following site visits on 04 & 05 March 2024
6.3	18 March 2024	Report sent for client feedback
7.0	30 May 2024	Final report version after client feedback
7.1	22 June 2025	Report update following site survey on 07 & 08 May 2025

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PREMISES	PORT OF AQABA, JORDAN	FILE NO.	JOR_PRE_POA_YAM_07052025
DATE VISITED	07 & 08 MAY 2025	REPORT UPDATE	30 JUNE 2025

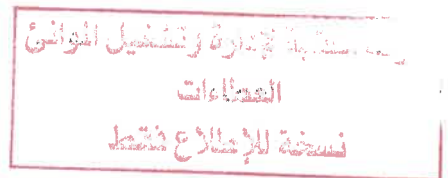


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## 1

## Purpose and Scope

### Purpose

This report is intended to inform existing and/or prospective insurance markets of the physical condition at this location. This report is based upon conditions and practices observed and information made available to Marsh Advisory at the time of our visit and does not purport to refer to or guarantee compliance with any regulations that may be applicable to such practices and conditions.

### Scope

The site visits involved a brief review of buildings' construction, operations, natural hazards, fire protection systems, and fire protection features excluding life safety. It also included a brief review of administrative controls such as inspection, testing, and maintenance of fire protection systems and equipment, impairments to these systems, and fire emergency planning. No tests were conducted or witnessed. We assume that all information provided, whether it is written or verbal, is correct and reliable unless stated otherwise.

The evaluation is based on the site-specific data received and collected before or during the evaluation and interviews were conducted with the following key personnel:

Contact name	Function/Company
Tamara Al Khaldoun	Port of Aqaba
Mohammed Hallway	Port of Aqaba
Mohammad Al Mwajdah	Port of Aqaba
Said Yasin	Port of Aqaba

The following person was present during the survey:

Contact Name	Function/Company
Mostafa Kamal	Marsh

We wish to record our appreciation for the hospitality, assistance and co-operation extended by the team on the site throughout the visit and in particular, for the preparation of detailed relevant information which was made available during the visit.

In prior years, Marsh Advisory performed property risk evaluation assessments and surveys at the facility. To evaluate the current condition of the identified issues and to pinpoint deficiencies in fire and life safety systems, along with loss control procedures, the most recent site visit took place on May 7<sup>th</sup> and 8<sup>th</sup> of 2025. Consequently, the report has been revised to reflect the current status.

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# 2

## Executive Summary

### General Overview

The Port of Aqaba (POA) is situated in the southern part of Jordan on the north shore of the Gulf of Aqaba on the Red Sea and is Jordan's sole maritime outlet. Aqaba Ports Authority was established in 1952 by a Royal Decree and took its present name in 1978. Aqaba Ports Corporation is a governmental body with an independent character responsible for operating port activities. The Port of Aqaba is considered the main element in the Jordanian national economy where 78% of the Jordanian exports and 65% of its imports are through it.

### Exposure

The Port of Aqaba is situated in the south of Jordan and on the south shore of the Gulf of Aqaba on the Red Sea. The neighboring occupancies are located at a substantial distance from the port except for the Jordan Silos and Supply General Company which is located within the port territory.

### Occupancy

Port of Aqaba operates in the following different zones as below:

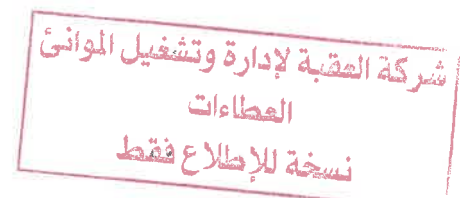
1. The Middle Port Zone with three berths with a total length of 450m. These berths are used for rice, livestock, and sometimes are used for vegetable/mineral oil and passengers. This port was out of scope during May 2025 site survey.
2. The New Ferry Passenger Terminal with a total length of 150m. This port was out of scope during May 2025 site survey.
3. South Port Zone with two berths (Oil and gas berths) with a total length of 310m. These berths are used for handling crude oil and Liquefied Gas, respectively.
4. The New Aqaba Port (herein and after called, the main port) with nine berths and a total length of 2050m. These berths are used for handling general cargo, grain, phosphate export, etc.
5. Yard 4, a container inspection yard located approximately 17 kilometers from the main port.

**Note: Information herein and after is related to the New Aqaba Port unless specifically mentioned.**

### Construction

The port zones and terminals are constructed of masonry and have paved roads. Quay walls are all made of reinforced concrete and seawalls are protected from ship damage with large fenders.

Site's buildings have non-combustible construction. No fire partitions and/or fire divisions are apparently provided within the buildings.



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## Fire Prevention & Protection

Main port buildings are provided with fire detection systems linked to respective fire alarm panels. Several fire hose reels and extinguishers are provided throughout the site. 72 hydrant points and fire monitors are distributed throughout the port facilities.

Automatic sprinkler systems are installed in the storage and cargo handling sheds and foam deluge systems are installed in the hazardous cargo handling sheds.

The firewater reticulation system has a UL-listed fire pump set consisting of electrical and diesel fire pumps and both are rated at 1500gpm. The fire pump set is located in the port operations building.

Gaseous fire suppression systems are installed in the data center and some of the control panel rooms. There is a private fire hydrant ring-main on site which is supplied from the port's main firewater reticulation network.

A fire brigade station is available onsite with five fire tender vehicles and trained personnel in attendance. Currently, two vehicles are out of service and are going under maintenance to be put back into operation.

## Equipment & Utilities

The port is equipped with a large number of mobile cranes, forklifts, tug master trailers and other handling equipment, for loading and unloading goods and materials from and to various vessels at the port. Conveyor systems are used to transport materials such as phosphate, etc. The power supply to the site is provided by the public utility company from two feeders. Several backup generators are provided at the site for emergency power supply.

## Security

Security is managed by POA's own security guards and overseen by guards from the Ministry of Interior at all access gates of all ports.

## Opportunities for Improvement (OFI) Overview

OFI from the previous surveys, as presented to the management on May 2025, are detailed in the Opportunities for Improvement section.

POA was very proactive and showed a keen interest in risk management and has already spent or approved significant capital amounts on implementing some of the key recommendations raised earlier.

During our successive surveys, we have identified a number of risk improvements related to the fire protection systems and operating procedures. POA has already addressed some of the risk improvements, especially those that require less investment.

Further details can be found in the Opportunities for Improvement section.

## Risk Ranking Quality Rating

Based on the Marsh Risk Ranking System, the facility has been assessed and classified as an **A** risk on a scale ranging from A to E. This classification indicates that the facilities have a low level of risk associated with them. It is worth noting that the facility has previously been classified as a **B** risk.

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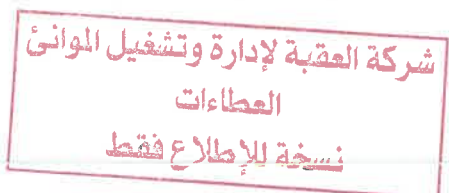
To obtain more comprehensive information about the risk ranking and the factors considered in the assessment, it is recommended to refer to the risk ranking section. Understanding the risk ranking is crucial for effectively managing and mitigating potential risks.

### Changes since the Previous Survey

There have been no significant modifications or updates observed or reported at the facility since the last inspection conducted in March 2024. All systems and operations appear to be consistent with the previous assessment, and no new issues or improvements have been identified during this visit.

### Planned Changes / Projects

It is important to highlight that the management of Yard 4 is taking significant steps to bolster their fire protection measures. They have commenced a tender process that is specifically focused on upgrading and enhancing the fire protection systems within their designated area. This initiative reflects a proactive commitment to ensuring the safety and security of the yard, demonstrating their dedication to mitigating fire risks and improving overall safety protocols. By actively seeking improvements in fire protection, the management is prioritizing the well-being of personnel and assets within the yard.



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# 3

## Opportunities for Improvement

Opportunities for Improvement (OFIs) are suggested to mitigate risks. The suggested OFIs are intended to create value and manage risk exposures while maintaining relevance to the business objectives. The OFIs listed in the following section have been grouped as Management Programs Physical Protection and Other.

Prioritization of OFI's is classified in line with the following indicative Risk Assessment Matrix (RAM). The relative risk associated with each OFI measures the estimated consequences of the damage versus the likelihood of occurrence.

### **Risk Assessment Matrix (RAM):**

Likelihood	Consequences				
	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Priority 2	Priority 2	Priority 1	Priority 1	Priority 1
Likely	Priority 3	Priority 2	Priority 1	Priority 1	Priority 1
Possible	Priority 4	Priority 3	Priority 2	Priority 1	Priority 1
Unlikely	Priority 4	Priority 4	Priority 3	Priority 2	Priority 1
Very Rare	Priority 4	Priority 4	Priority 3	Priority 2	Priority 2

### **Risk Observations**

A number of observations were noted during site visits, and some were addressed immediately by the site management; hence, there were no new OFIs as a result of those addressed observations. Those observations which were not addressed by the client were converted to OFIs.

### **Review of Recommendations**

The following section contains all the recommendations issued for the first visit in 2016 and subsequent visits including the 2025 site survey.

PRC OFI #	OFI Title	OFI Priority	OFI Status	Completed Year
2016_JUL_01	Fire protection system maintenance	Immediate Action	Closed	2019
2016_JUL_02	Electrical safety & maintenance	Immediate Action	Closed	2019
2016_JUL_03	Lube oil containment & decanting	Immediate Action	Closed	2019
2016_JUL_04	Fire safety risk assessments & Self-inspection	Immediate Action	Completed	2022

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PRC OFI #	OFI Title	OFI Priority	OFI Status	Completed Year
2016_JUL_05	Smoking regulation	Immediate Action	Completed	2021
2016_JUL_06	Housekeeping	Immediate Action	Closed	2019
2016_JUL_07	Welding equipment safety	Immediate Action	Closed	2019
2016_JUL_08	Business continuity plan	Management Evaluation Required	Completed	2025
2016_JUL_09	Installation of fixed fire protection systems in critical rooms and equipment	Management Evaluation Required	Closed	2019
2016_JUL_10	Fire hose reels, hydrants, fire monitors & fire pumps	Management Evaluation Required	Closed	2019
2017_AUG_01	Safety management systems	Immediate Action	Completed	2019
2018_NOV_01	Performance test of Fire pump	Complete within 12 months	Completed	2024
2018_NOV_02	Site Level Business Continuity Planning	Management Evaluation Required	Closed	2019
2018_NOV_03	Smoking policy: Improve	Immediate Action	Closed	2019
2018_NOV_04	Housekeeping	Complete within 3 months	Completed	2021
2018_NOV_05	Data backup from the server	Complete within 6 months	Completed	2021
2018_NOV_06	The infrared thermal imaging inspection	Complete within 3 months	Completed	2024
2018_NOV_07	Impairment Procedures	Immediate Action	Completed	2022
2018_NOV_08	Fire alarm panel: Rectify the fault	Immediate Action	Completed	2025
2019_JUL_01	Automatic Fire Protection - mobile cranes	Management Evaluation Required	Completed	2022
2019_JUL_02	Fuel station - leak/spillage protection	Complete within 3 months	Closed	2021

It is important to highlight that the client has declined several recommendations due to feasibility and other considerations. The table below presents an overview of all the recommendations that have been declined.

PRC OFI #	OFI Title	Client Comments	OFI Priority
2018_NOV_09	Enhancing Fire Sprinkler System Resilience: Seismic Bracing Requirements and Compliance with NFPA 13 for Closed Shed Storage Buildings.	The system was designed in accordance with the applicable codes at the time of construction and has received approval from local authorities.	Priority 2
2019_JUL_03	Assessment and Recommendations for Upgrading Firefighting Systems in Warehouses: Addressing Design Deficiencies and Compliance with NFPA Standards.	The system was designed in accordance with the applicable codes at the time of construction and has received approval from local authorities.	Priority 4

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## Management Programs

The Opportunities for Improvement categorized as Management Programs suggest formulating (or enhancing existing) Management Programs to formally control specific risks.

2016_JUL_08		Establishing a Comprehensive Business Continuity Plan at the Port of Aqaba: Enhancing Resilience and Response to Catastrophic Incidents	
Status	Completed	Status Date	07 May 2025
Priority 3	Management Evaluation Required	Type	Major Procedural
OFI Origin	PRC	External Ref.	18-11-02
Findings/ Description	It was noted that there is no comprehensive Business Continuity Plan formalized at Port of Aqaba (POA) to assist the organization to respond, manage and recover (technical and business recovery) from a catastrophic incident.		
Recommendation	Business Continuity Planning is a process that establishes a secure and resilient business environment capable of mounting an immediate and effective response to a major incident. It is highly recommended that a Business Continuity Plan is formalized which details critical components such as Emergency Response, Crisis Management, and Business Recovery in order to reduce the effect of a major incident and protect the health and safety of employees as well enterprise value. A business continuity plan will also flag up any weaknesses or shortfalls the company may be exposed to as well as a single point of failure which will provide PoA a competitive advantage and better control over major exposures.		
Status as of August 2017	No change.		
Client Response July 2019	A comprehensive business continuity plan is still under discussion with higher management, nevertheless, we have practical plans but not documented (i.e., we have two floating births and the old port still under our control) and it will be completed within six months.		
PRC Comments July 2019	Per our discussion with the site team, we noted that there is a basic but not documented business continuity plan in place. Further discussions confirmed that there will be a full comprehensive PCB in place and the discussions are ongoing with the facility's higher management.		
2021 Feedback	The business continuity plan was discussed with the Port Operations Department, as these plans are not written but are taken as immediate measures for any defects during work. We are in the process of preparing a document BCP and have the first draft within six months.		
2021 Comments	PRC	This OFI remains in progress until further input on the development and execution of the BCP.	
Site Feedback 4 April 2022	We have the site emergency response plan developed and updated in 2021. Full BCP is still not in place.		
PRC Comments 4 April 2022	The next visiting consultant to review the site and update the OFI status.		
Advisory Comments 20 February 2023	This has not been addressed yet.		
Advisory Comments 04 March 2024	No further development were addressed yet.		
Client Feedback 7 May 2025	We have successfully created a thorough Business Continuity Plan that outlines the necessary procedures and strategies to ensure operational resilience in the event of a disruption. Currently, this plan is undergoing a testing phase, during which various scenarios and responses are being evaluated to assess its effectiveness. While some tests have already been conducted to gauge the plan's functionality, the results and findings from these tests have not yet been formally documented. This documentation will be essential for refining the plan and ensuring that all aspects are properly recorded for future reference and implementation.		
PRC Comments 7 May 2025	Based on our discussions with the client and informaiton provided, this OFI is deemed completed.		

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## Physical Protection

The Opportunities for Improvement categorized as Physical Protection suggests providing or enhancing physical protective measures to control specific hazards.

2018_NOV_08 Ensuring Compliance and Maintenance of Fire Alarm Systems: Adhering to NFPA 72 Standards for Effective Fire Control and Response			
Status	Completed	Status Date	07 May 2025
Priority	Management Evaluation Required	Type	Major Capital
OFI Origin	PRC	External Ref.	18-11-08
Findings/ Description	Some of the fire alarm panels are showing fault indications.		
Recommendations	<p>All fire control panels should be inspected periodically in accordance with NFPA 72 Section 14.3. All trouble signals should be handled in accordance with NFPA 72, section 26.4.6.1.6.4; <u>Trouble Signals</u>. Upon receipt of trouble signals or other signals pertaining solely to matters of equipment maintenance of the alarm system, the proprietary supervising station operator shall initiate action to perform the following, if required:</p> <p>1. Communicate immediately with the designated person(s) to ascertain the reason for the signal.</p> <p>Dispatch personnel are to arrive within 4 hours to initiate maintenance, if necessary.</p> <p>Notify the fire department if required by the authority having jurisdiction.</p> <p>Notify the authority having jurisdiction when an interruption of service exists for 4 hours or more.</p> <p>When equipment has been out of service for 8 hours or more, provide written notice to the authority having jurisdiction as to the nature of the signal, time of occurrence, and restoration of service.</p> <p><u>NFPA 72: National Fire Alarm and Signaling Code®</u></p>		
Client Response July 2019	The fire alarm system is still under contractor control and there is no formal handover yet. Also we have decided to make an external contract with a specialized company to operate, maintain, and train our employees.		
PRC Comments July 2019	The fire alarm systems still show faults and errors, this is mainly because it is not fully active, and the contractor is still working on the site.		
2021 Feedback	<p>All buildings have special addressing automatic alarm systems installed individually. The fire detection system consists of smoke, thermal, and beam fire detection. In addition, manual firing points and audible whistles. These panels are linked to the central panel located in the main gate building which is manned around the clock.</p> <p>We have recently received the fire detection system from the installation contractor. Currently there is no contract assigned for maintaining the fire detection system, however, we are already tendering the maintenance and sustainability of the fire alarm system. A contractor will be selected following the official receivable of the contractor's proposals. In the meantime, as a precaution, we do two daily inspections of the fire detection systems in each building to confirm the status of the detectors.</p>		
2021 Comments	PRC	Based on the discussion with the site team, this OFI remains in progress until further updates on the contractor's selection and put an active maintenance plan in place.	
Site Feedback 4 April 2022	This is planned to be handed over to a contractor. Not yet have been agreed upon. Waiting for CAPEX approval.		
PRC Comments	The next visiting consultant to review the site and update the OFI status.		
Advisory Comments 20 February 2023	This has not been addressed yet.		
Advisory Comments 04 March 2024	Refer to the comments in OFI # 2018_NOV_01.		

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2018_NOV_08	Ensuring Compliance and Maintenance of Fire Alarm Systems: Adhering to NFPA 72 Standards for Effective Fire Control and Response
Client Feedback 7 May 2025	All fire alarm panels are currently operational and functioning without any faults. The systems have undergone necessary repairs to ensure they operate effectively and reliably. To maintain this level of performance, we have entered into an annual maintenance contract with a qualified service provider. This contract will ensure that regular maintenance, inspections, and any required repairs are conducted in a timely manner, thereby enhancing the overall reliability and safety of the fire alarm systems. This proactive approach will help us address any potential issues before they escalate, ensuring continuous protection for the facility.
PRC Comments 7 May 2025	Based on our discussions with the client and information provided, this OFI is deemed completed.

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## Management Programs

Our site visit, interviews, and review of the information provided lead us to the following maturity assessment of Management Programs in place to manage the risks at the location.

Maturity Rank	Elaboration
Undeveloped	Informal actions with little or no systematic procedures.
Formalized	Programs and procedures are established. Full familiarity is uncertain.
Established	Programs and procedures are communicated throughout the organization. Orientation is ongoing.
Embedded	Ownership is established at most or all organizational levels. Training and some exercises are conducted.
Optimized	Full ownership with active program maintenance, testing, exercising, and continuous improvement.

Program Category	Maturity	Comments
Fire protection system maintenance	Embedded	Fire protection systems are maintained jointly by the in-house fire department and maintenance teams.
Fire protection impairment system	Embedded	The site has a documented fire protection impairment plan in place.
Fire safety risk assessment	Embedded	The in-house safety department conducts periodical risk assessments.
Self-inspections & safety management systems	Embedded	The site has a dedicated safety team that conducts regular safety inspections. Documents are maintained.
Incident Management	Embedded	The incident and accident reporting system are in place. Documents are maintained.
Smoking controls	Established	A smoking control policy and procedure are developed for the site.
Emergency response plan	Embedded	A documented emergency response plan is in place. Mock drills are conducted periodically. Supporting documents are available for review.
Employee awareness and training programs	Embedded	Training of site staff is organized internally through the Aqaba Port training center. The safety department also arranges safety training for the staff. Employees are provided with emergency evacuation training every year. Refresher training programs are also in place. There is room for improvement in the overall safety education and training program for the site personnel.
Control of combustibles	Embedded	Generally, the combustibles are controlled efficiently throughout the premises. Waste disposal is arranged through a contractor.

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Program Category	Maturity	Comments
Housekeeping	Embedded	Housekeeping was satisfactory in most areas.
Contractor management	Embedded	The site has a documented contractor management policy. A permit-to-work system is in place. Permits are authorized by the safety department. Inspections are conducted in the area of work by the safety team prior to the start of work. The safety team also conducts random inspections during work.
Hot work controls	Embedded	The site has documented procedures for hot works, which detail all regulatory requirements. A hot work permit system is in place including post-work inspection and signoff procedures.
Electrical maintenance	Embedded	A formal preventive electrical maintenance program is in place for the site.
Equipment maintenance	Embedded	All equipment maintenance is carried out by the in-house maintenance team (technical department). There is a Planned Preventive Maintenance (PPM) program in place for the equipment (such as mobile cranes, forklifts, and other material handling equipment). All major spare parts are kept in stock within the site. Documents are maintained.
Building maintenance	Embedded	This is done either by the in-house maintenance team or by third-party contractors when required.
Hazardous material handling	Embedded	The site has a documented procedure for handling dangerous goods and hazardous cargo. Hazardous cargoes are handled and stored at the site as per the IMDG code. The storage of flammables and hazardous cargo is restricted as per the policy.
Business continuity planning	Embedded	A Business Continuity Plan has been established for the site, designed to ensure that operations can continue effectively in the event of disruption.  Currently, the plan is undergoing a rigorous testing phase, where different scenarios are being simulated to evaluate its effectiveness and identify any areas for improvement. This testing process is crucial for validating the plan's procedures and ensuring that all personnel are familiar with their roles and responsibilities during a crisis. The goal is to refine the plan based on the outcomes of these tests, ultimately enhancing the site's resilience and preparedness for any unforeseen incidents.
Change Management Process	Embedded	POA has a change management process policy in place which involves all related departments like operations, maintenance, safety, etc.

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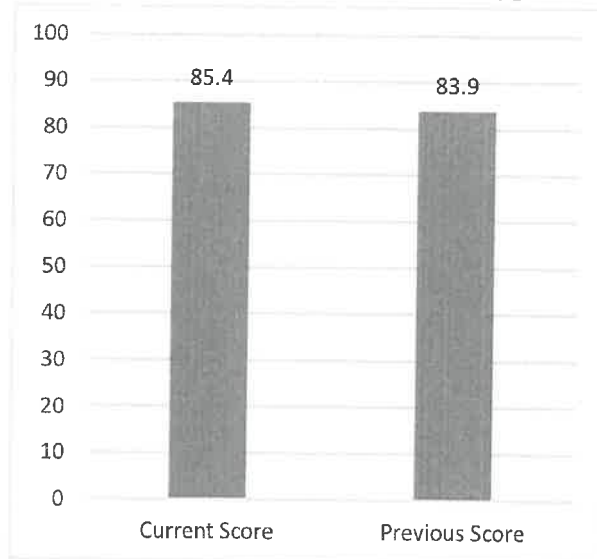
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## Risk Quality Ratings

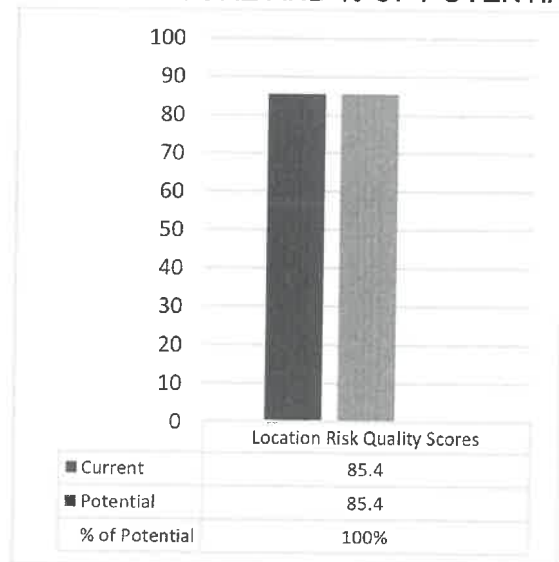
Main Category	Previous Score	Current Score	Potential Score
External Exposure	6	6	6
Fire Protection	8.3	8.3	8.3
Occupancy Hazards	8.1	8.4	8.4
Construction	9	9	9
Water Supply	8	8	8
Surveillance	8.8	10	10
Management Programs	8.9	9	9
Location Risk Quality Score	83.9	85.4	85.4
Location Risk Quality Rating	B	A	A

Rating Legend
A: 85 to 100
B: 70 to 84
C: 51 to 69
D: 36 to 50
E: 0 to 35

RQR SCORE BENCHMARKING



CURRENT SCORE AND % OF POTENTIAL



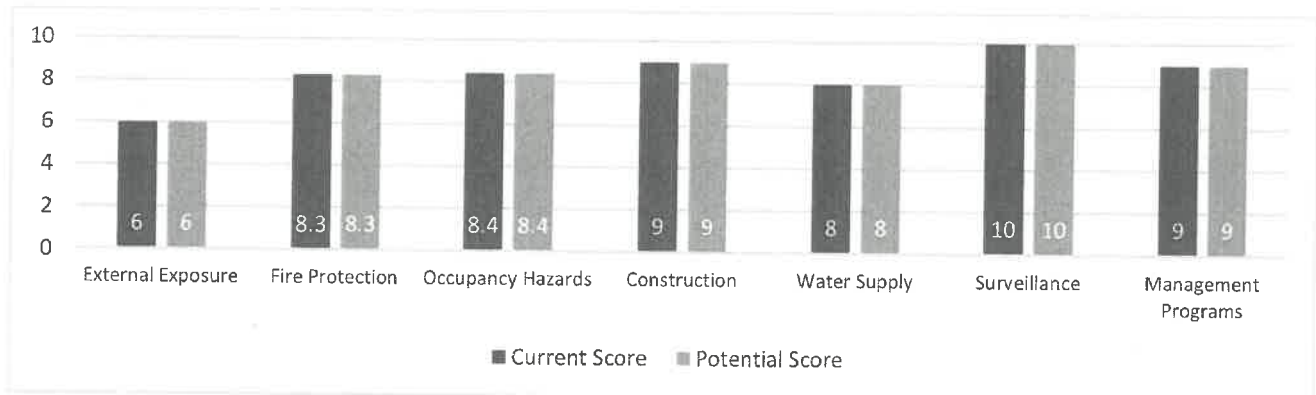
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## RISK QUALITY RATING CATEGORY SUMMARY

**Risk Quality Rating Comments**

The facility rates very well from an overall property risk quality perspective due to the non-combustible construction and adequate separation between the buildings.

**Risk Observations & Comments**

The Port of Aqaba is classified as a multiple-hazard occupancy, indicating the presence of various potential risks and exposures at the site. These hazards encompass mechanical and electrical failures of cargo handling equipment, electrical fires involving critical power, control, or automation systems, fires originating from electrical equipment, faulty or malfunctioning wiring, and overheated machinery. Additionally, there is a risk of cargo damage during handling, leakage of hazardous materials, fire, explosion, and hot work activities.

Fires can spread between clustered buildings, and there are high electrical loads and critical electrical equipment that lack protection. Furthermore, some storage rooms containing high-value fire loads do not have sprinkler systems in place. There is also a risk of fires from fuel tanks and fuel lines owned by customers within the port, as well as kitchen fires in certain buildings. Natural hazards and collision risks are also present, along with the potential for loss or damage to data processing and control systems, which could lead to business interruptions.

Conversely, several factors enhance the safety and security of the port. The port zones are well-separated, and the buildings on-site are constructed from non-combustible materials. The buildings and assets are distributed across the area, with only a few exceptions, which minimizes the risk of loss. Redundancy exists in many areas, including equipment and utilities, which aids in mitigating potential failures. The port is supported by an experienced in-house maintenance team with access to critical spans. Documented Standard Operating Procedures for site operations and risk management are in place, along with established health and safety policies and procedures.

Additionally, the port has a dedicated firefighting team equipped with a fire brigade vehicle and firewater tankers. Strong security measures are implemented on-site, with stringent protocols and checks.

Nonetheless, there is a risk of port blockage if the gulf or harbor channel becomes obstructed, potentially causing a bottleneck for port entry.

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## Loss Estimates

This section covers the results of loss estimating for this location based on the values received from the current PAR insurance package of the site.

The loss estimates presented here are believed to be reasonable, based on industry experience, events postulated, and information provided by the client. The calculation of loss expectancies is based on the review of building construction, operations, fire protection systems, and fire protection features at the time of our assessment. The estimates are further based on conditions observed at the time of the visit. By their nature, these estimates contain some element of subjectivity. Accordingly, the estimates cannot be taken as absolutes and could be exceeded due to changes in physical conditions on-site, or the initiating event or escalation being more severe than anticipated within the boundaries of the estimate.

All damage and loss potential figures presented pertain exclusively to primary property damage, associated contents damage, and associated business interruption recovery time loss caused directly by (fire or explosion) as defined in our loss estimate.

## Values

Date Values	2024	Currency	Jordanian Dinar (JD)
<b>Property Damage Values</b>		<b>Business Interruption</b>	
Building structure (passenger- Oil & LPG, Rashed Club, Middle, and old Labour City)	6,987,934	Gross Profit:	20,000,000
Services building	2,700,000	Indemnity Period:	24 months
New Labour facilities	6,812,768		
Aqaba Special Economic Zone Customs Canter (Yard 4)	8,029,454		
Operations structures and contents & Open buildings, Sheds ((New port)	41,325,765		
Berth& Bollards & Fender works & Floating Pontoon and Mooring Dolphins and Mooring Buoys	177,846,511		
Berths at old port	36,000,000		
Boats& Barge	1,670,000.00		
Machinery & Equipment	17,499,500		
<b>Total Site P.D.</b>	<b>298,871,932</b>	<b>Total Site B.I.</b>	<b>20,000,000</b>

These values are provided by the client unless otherwise specified. Unless stated differently, the PD values are assumed to be Replacement Cost Values (RCV), and the financial numbers are deemed to be for a fiscal year.

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## The Loss Estimates Definitions applied:

Level	Definition
Level I NLE	<p><u>Primary Protection Systems are functioning, and manual firefighting is available.</u></p> <p>A loss event in which damage is based on the nature of hazards and construction factors, and where:</p> <ul style="list-style-type: none"> <li>All fire protection systems are in service and function as designed.</li> <li>Full facility Industrial Fire Brigade (Or Plant Emergency Organization) and Municipal Fire Department response expected.</li> <li>Credit is given to all properly maintained fire barriers up to their design duration rating.</li> <li>Construction features function as designed.</li> </ul>
Level II PML	<p><u>Primary Protection Systems are not functioning. Manual firefighting response only.</u></p> <p>A level II Loss Event is one, which occurs when:</p> <ul style="list-style-type: none"> <li>The fire protection system protecting the area with the largest PD/BI potential is impaired or rendered inoperative or ineffective due to the nature of the event. Adjacent fire protection systems are presumed operational unless rendered inoperative or ineffective due to structural failure. The same applies to the use of special extinguishing systems.</li> <li>Credit can be given for adequate manual emergency response, defined as: <ul style="list-style-type: none"> <li>A responding organization that is trained to address the hazards of the facility is being evaluated.</li> <li>Can arrive on site within a reasonable time of being notified to be effective in reducing or limiting impact.</li> <li>Has up to date preplans or emergency response plans for the facility.</li> </ul> </li> <li>Credit is given to minimum adequately maintained (including fire doors and fire penetrations) 3-hour rated walls where the combustible loading is light to ordinary, structural failure is not expected, and roof assembly is a listed or approved noncombustible.</li> <li>Combustible roof construction (including combustible or unknown metal deck assemblies) results in contiguous structure loss.</li> </ul> <p>Damage may be limited to the area where the impaired protection system is located and the nearby surroundings or may extend to the nearest adequate separation or properly designed and approved construction cutoffs, depending on site conditions.</p>
Level III MFL	<p><u>Fire Protection Systems are not functioning and there is no manual firefighting response.</u></p> <p>A level III Loss Event is one, which occurs when:</p> <ul style="list-style-type: none"> <li>All fire protection systems throughout the entire site or facility are impaired.</li> <li>No credit is given for manual emergency response.</li> <li>Damage is limited only by adequate separation and/or freestanding 4-hour rated firewalls or equivalent. (Equivalencies must be well-defined and proven.)</li> <li>Combustible roof construction (including combustible or unknown metal deck assemblies) results in contiguous structure loss.</li> </ul> <p>The size of this loss can approach the value of the buildings of origin or an entire facility, depending on the site layout.</p>
Level IV CAT	<p><u>Catastrophic</u></p> <p>A catastrophic Loss Event has the potential to affect multiple plant areas or the entire facility. "Catastrophic" as used in this category refers to the initiating event, not the consequences due to that event.</p> <p>Typical events falling into this category would be (including, but not limited to the following):</p> <ul style="list-style-type: none"> <li>Massive Releases of Hazardous Materials.</li> <li>Massive Detonation of Explosives.</li> <li>Natural Hazards (floods, tidal waves, hurricanes, seismic disturbances, tornadoes, etc.)</li> <li>Falling Aircraft.</li> </ul>

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Loss Estimate Scenarios overview

Scenario	Description	Level 1 (NLE) Loss %	Level 2 (PML) Loss %	Level 3 (MFL) Loss %	Level 4 (CAT) Loss %	BI or recovery time
Loss of Channel/ Berths  (All ports)	A vessel sinks in the gulf or port opening, potentially could contain hazardous material leading to longer recovery time and environmental issues	N/A	N/A	N/A	N/A	3 to 6 months of the potential loss
A transformer fire in the main substation  (Main port)	A fire in the oil transformer resulted in an explosion and damage to the adjacent substation.	Constructive total loss of the immediate buildings & 100% of contents and equipment.	N/A	N/A	N/A	The site will be affected by the power cut, but alternative measures can be arranged in a short period. No major BI is expected (Container Terminal is not an area of the subject of this report).
A fire at one of the general cargo sheds  (Main port)	A fire within the stock section caused damage to the building, contents, and stock	40% of the building & 60% of the contents & 80% of stock	Constructive total loss of the building and 100% of contents and stock	N/A	N/A	6 months recovery time; No major BI impact (max. 1 month); Increased working expenses may apply
A fire in one of the mobile cranes  (Main port)	A fire within the engine room of one of the mobile cranes due to mechanical faults or overloading	60% of the engine room  (20% of the crane value)	100% of the crane	N/A	N/A	6 months recovery time until the replacement of the crane; 30% BI impact (6 months; Increased working expenses may apply
A fire in one of the mobile cranes  (Main port)	A fire within the engine room of one of the mobile cranes due to mechanical fault or overloading (cranes under the shed)	60% of the crane engine room	All the cranes under the shed and expected to be fully damaged	N/A	N/A	6 months recovery time until the replacement of all damaged cranes; 80% BI impact (6 months; Increased working expenses may apply
Loss of IT data center  (Main port)	A fire in the data center	20% to 30% of equipment due to fire suppression activating	100% of the building & equipment	N/A	N/A	The rebuilding time is 3 to 12 months with a minor impact on the business and alternate measures can be arranged within one month's time.
Natural catastrophic event  (Main port)	Earthquake	N/A	N/A	N/A	Up to 100 %	Operations and client deliverable capacity were affected for 36 months.

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## Level 1 Loss Estimate – NLE

### Scenario:

A fire starts in one of the stores or sheds due to an electrical short circuit.

### Assumptions and details for this scenario:

A fire has ignited within the building as a result of an electrical short circuit. It is anticipated that the fire will become fully involved, leading to significant damage to both the structure of the building and its contents. Local fire brigades are expected to respond promptly and take command of the situation to mitigate any additional damage. Fortunately, no substantial business interruption losses are anticipated, and alternative measures can be implemented in a timely manner.

The total estimated property damages are projected to remain below **JOD 5 million**.

## Level 2 Loss Estimate – PML

### Scenario:

A fire starts in one of the mobile cranes' engines rooms. The crane is assumed to be parked under the shed along with other cranes and equipment.

### Assumptions and details for this scenario:

A fire in the engine room of a mobile crane is anticipated to become fully involved and spread further due to the presence of combustible materials such as fuel, tires, and electrical cables. As a result, the crane is expected to incur significant damage and will likely be deemed a total loss.

All cranes and equipment stored under the shed are also expected to suffer extensive damage from the fire and will be classified as a total loss.

Port operations are projected to be partially impacted. There will be an estimated recovery period of six months until the damaged cranes can be replaced, with a 60% business interruption impact during this time. Increased operational expenses may also arise, with a business interruption loss anticipated reaching **JOD 2.5 million**.

The total estimated property damages are projected to be circa **JOD 20 million**.

## Level 3 Loss Estimate – MFL

### Scenario:

A fire starts in one of the mobile cranes' engines rooms while operating on a container ship.

### Assumptions and details for this scenario:

A fire erupts in one of the mobile cranes due to an internal short circuit or malfunction. This fire poses a significant threat, not only to the crane itself but also to the nearby cranes. With up to three cranes potentially operating on a single ship, there is a considerable risk of the fire spreading to the other cranes.

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The repercussions of this fire are dire. The cranes could incur severe damage, potentially leading to their collapse and subsequent plunge into the sea, which endangers both the cranes and the personnel operating them.

Moreover, the ship docked at the berth faces risks as well. The fire and the resulting collapse of the cranes could inflict substantial damage on the ship and its cargo. In a worst-case scenario, the ship could even sink, resulting in the loss of all onboard cargo.

Additionally, the civil works and infrastructure of the port are likely to suffer damage due to the fire and crane collapse. This could affect the overall functionality and safety of the port, leading to possible operational disruptions.

As a result of the aforementioned fire and the subsequent damage to the cranes, the damaged berth is expected to experience a complete disruption for a minimum of six months. This disruption entails the temporary suspension of all operations and services at the berth, leading to significant delays and potential financial losses for the stakeholders involved.

To restore the functionality of the berth and its infrastructure, a comprehensive assessment, repair, and rebuild process will be necessary. This process includes repairing the damaged berth and replacing the affected equipment, such as the cranes. The estimated timeline for this repair and rebuild period is approximately 12 months.

During this period, various activities will need to be undertaken, including equipment re-ordering, testing, and commissioning. These steps are crucial to ensure that the repaired and replaced equipment meets the required safety and operational standards.

It is important to note that the timeline provided is an estimate and may be subject to change based on the extent of the damage and the availability of resources. Efforts will be made to expedite the restoration process and minimize the impact on operations, but it is essential to allocate sufficient time for thorough repairs and testing to ensure long-term safety and functionality.

BI loss is expected at **JOD 20 million** and the total estimated property damages are projected to exceed **JOD 50 million**.

#### Level 4 Loss Estimate – CAT MFL - Catastrophic Loss

A natural catastrophic event such as an Earthquake or "fire following an Earthquake" may lead up to a total constructive loss. This is a rough and conservative estimated value only. An earthquake study requires a specific digital tool and further analysis including a specific survey.

BI loss is expected at **JOD 20 million** and the total estimated property damages are projected to exceed **JOD 150 million**.

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## Construction

Rating	Percentage	Comments
Combustible	-	No significant combustible construction was noted
Non-combustible	100%	Steel and concrete structure, masonry block walls, corrugated sheets, etc.

## Construction Summary

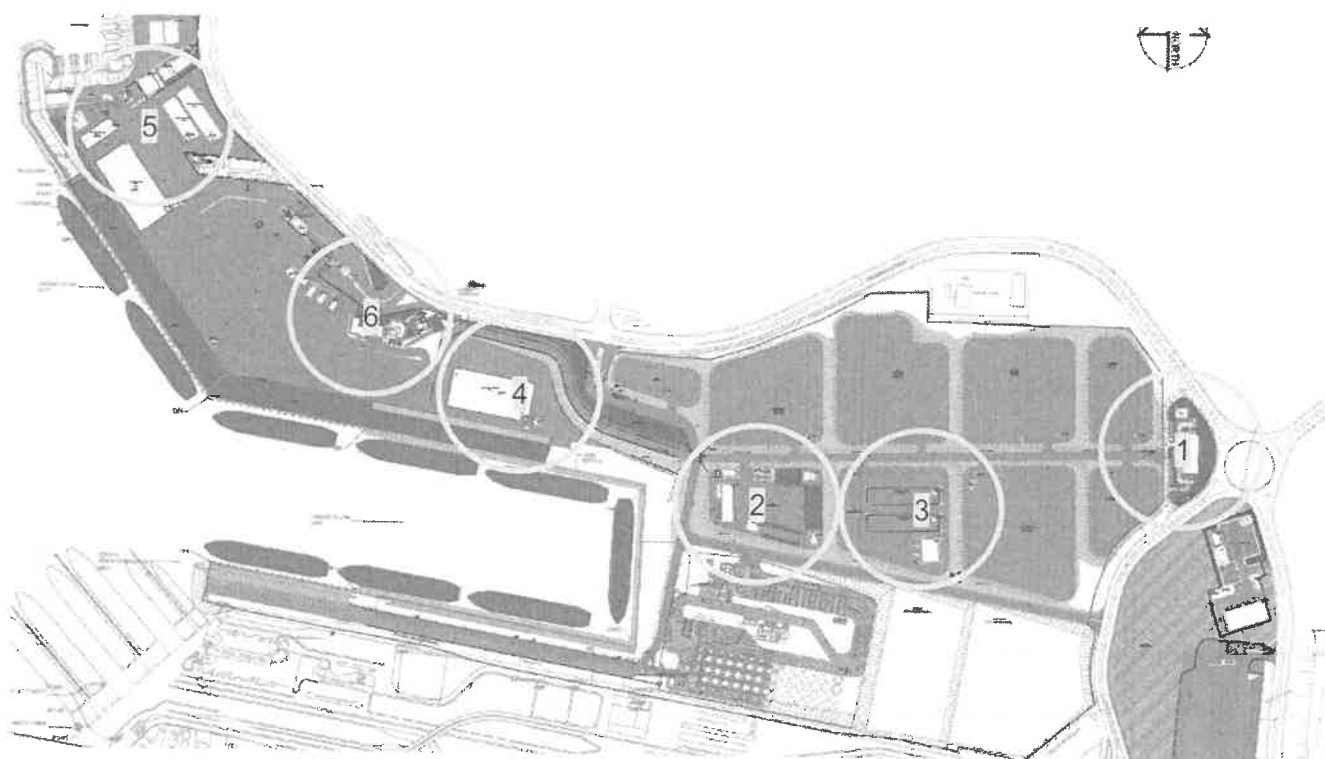
Building	Area Reference	Floor (m <sup>2</sup> )	Area	No of floors	Structure	Exterior Walls	Internal Partitions	Roof	Construction Year
Administration building	1	1500		3	Concrete	Concrete	Concrete	Concrete	2013
Workshop & Store	2	2000		1	Steel	Concrete + Metal Deck	None	Metal Deck	2013
Prince Hamzah OSRC	5	1500		1	Steel	Concrete + Metal Deck	None	Metal Deck	2013
Warehouse (A)	4	7800		1	Steel	Concrete + Metal Deck	None	Metal Deck	2013
Warehouse (B)	5	7800		1	Steel	Concrete + Metal Deck	None	Metal Deck	2013
Warehouse (DC)	3	978		1	Steel	Concrete + Metal Deck	None	Metal Deck	2013
Hangar (1)	5	1360		1	Steel	Open sides	None	Metal Deck	2013
Hangar (2)	5	2557		1	Steel	Open sides	None	Metal Deck	2013
Hangar (3)	5	1914		1	Steel	Open sides	None	Metal Deck	2013
Hangar (4)	3	2997		1	Steel	Open sides	None	Metal Deck	2013
Hangar (5)	3	2997		1	Steel	Open sides	None	Metal Deck	2013
Fire Station	2	<1000		1	Concrete	Concrete	Concrete	Concrete	2013
Canteen	6	<1000		1	Concrete	Concrete	Concrete	Concrete	2013
Clinic	6	<1000		1	Concrete	Concrete	Concrete	Concrete	2013

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## Construction Description

The port zones and terminals are constructed of masonry and have paved roads. Quay walls are all made of reinforced concrete and seawalls are protected from ship damage with large fenders.

The site buildings have non-combustible construction. A few buildings, i.e., administration and service buildings, passenger terminal buildings, company buildings, towers, etc., are concrete structures with concrete block walls and reinforced concrete roofs. Most of the remaining buildings have steel structures with concrete block walls and a corrugated sheet roof; see full details in the following pages. In addition, various single-story buildings, constructed of either masonry walls with a concrete roof or prefabricated structures, which comprise administration/operation offices, are distributed all around the Main port site.

## Design Criteria

Cast-in-situ reinforced concrete was employed for the construction of the buildings including foundations, walls, and columns. Post Tension slabs system was used for slabs.

The lateral stability of the buildings and their resistance to lateral loading was provided primarily by the reinforced concrete cores and shear walls or reinforced concrete frame system.

Thermal expansion of concrete roofs caused by solar radiation is a common cause of distress to buildings. Such stresses could be minimized by applying thermal insulation on top of the roof to reduce the temperature differences. This material may include the application of foam or lightweight concrete to the top of the roof.

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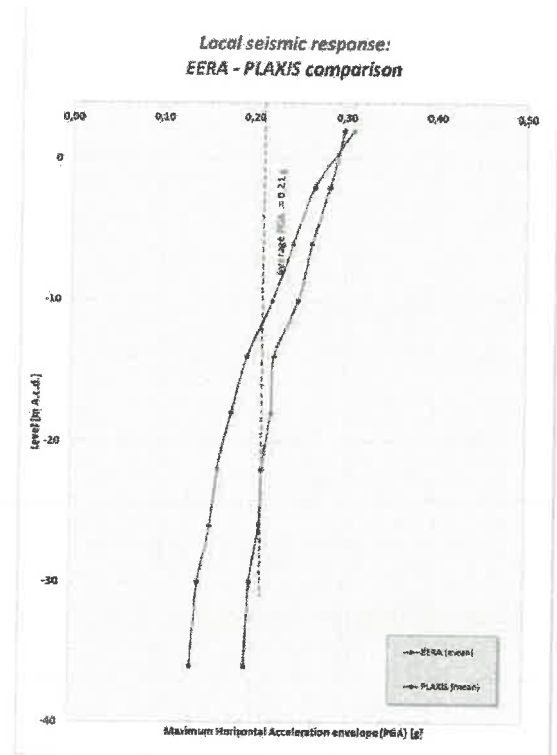


## Seismic Design Data

A seismic study had been conducted on the main port area prior to the construction. The study has been conducted in the following steps:

- The construction of the design target response spectrum for Level 2 (L2) design earthquake
- The selection of seven natural acceleration histories, compatible with the target spectrum, obtained from well-known and established databases.
- The execution of 1-dimensional free-field analyses of vertically propagating waves to appreciate site response to such earthquake events.

The analysis of vertically propagating waves in free-field conditions has been conducted with two different computer programs that implement two different models: EERA and Plaxis 2D. The computer program EERA is a modern implementation of the Equivalent-Linear concept of earthquake site response analysis in one dimension and is widely used in this field of work. Plaxis 2D (equipped with the Dynamics module) is a finite element computer program that is normally used for the analysis of geotechnical structures. However, with the appropriate constitutive law and parameters, adequate boundary conditions, and restrictions on the fineness of the mesh, the program can simulate the propagation of seismic waves in a column of soil. This procedure has been found particularly useful to support the results of the computer program EERA and for the development of subsequent 2D numerical analyses to fully evaluate the performance of the port structures under seismic conditions.



The following figure shows the comparison between values of maximum horizontal acceleration obtained with EERA and Plaxis 2D. The values were computed as the average of accelerations obtained by processing the seven natural acceleration histories selected to satisfy the design response spectrum for L2 earthquakes.

The comparison indicates that the maximum horizontal acceleration at the ground level (+4 m ACD) is approximately the same: 0.329 from the average of the response given by EERA, 0.309 from computations performed with Plaxis 2D. Both sets of analyses indicate a significant decrease in PGA with depth. The results can be regarded as very consistent up to level -20 ACD, i.e., where the retaining structure will be more subject to seismic forces. Considering that the soil profile adopted for the analyses with EERA and Plaxis is almost identical, the differences in variation of PGA with depth may be associated with the difference between the numerical models and methods of analysis implemented in the software programs, anyhow these are not significant for the design purposes as design mud level in -15 m ACD.

## Compartmentation and Fire Divisions

No fire partitions and/or fire divisions are provided within the buildings. All site buildings are spatially distanced, with adequate spatial separation between the buildings, from a fire-spread perspective.

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## Occupancy and Process

### MIDDLE PORT ZONE:

The Middle Port Zone is located 11 km north of the Main port Zone and consists mainly of Mo'ta and Moshtarak berths and a passenger terminal. In addition, there is a container terminal and Ro-Ro within this zone.

The port has three berths with a total length of 450m. These berths are used for rice, livestock, sometimes vegetable and mineral oil, and sometimes for passengers.

#### Mo'ta berth:

The Mo'ta berth consists of a floating berth of 150 m length and 23 m draft, which receives vessels with up to 53,000 tons displacement. The berth is used for handling general cargo, livestock, and grain.

#### Moshtarak Berth:

The Moshtarak berth consists of a dolphin berth of 120 m length and 11 m draft, which receives vessels with up to 100,000 tons displacement. The berth is equipped with a conveyor belt of 5,000 tons/day, which was used for handling cement exports before. But, at present, it is used for handling livestock and temporary anchoring of ships.

#### (Yarmouk) Passenger Terminal:

It is used for passenger traffic and truck transport. The terminal was constructed in 1985 and modernized in 2011 to receive three passenger vessels at the same time. It is used for passenger traffic and truck transport between Aqaba port and Newbie port in Egypt. The terminal consists of two berths, in addition to the passenger building, information building, and administration and service units. The terminal berths are equipped with water balance tanks, in addition to a control room for water level indicators and lighting control. The passenger building consists of administration and customs offices. There is an average of 500 passengers using the terminal daily. Also, the terminal handles an average of 100 trucks in a day, which handles general cargo like manufactured goods, agricultural products, fertilizers, etc.



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## SOUTH PORT ZONE:

The South Port Zone is located 2.5 Km north of the Main port Zone and consists of a crude oil berth and a gas berth.

### Crude Oil Berth:

It is constructed as a 4-dolphin berth of 150 m length and 24 m draft. The berth receives oil tankers of up to 406,000 tons' displacement and is used for handling exports and imports of oil and oil products at a capacity of 3,000 tons/h. The crude oil berth is equipped with a head jetty with five loading arms and manifold with a loading capacity of 2000 m<sup>3</sup>/h in addition to 11 booster pumps; five of them are used for crude oil with a capacity of 2200 m<sup>3</sup>/h, three are used for oil products with a capacity of 2200 m<sup>3</sup>/h and the other three are used for lifting liquefied natural gas each with a capacity of 300 m<sup>3</sup>/h.



### Gas Berth:

It consists of a berth of 160m in length and an 11m draft located to the north of the crude oil berth. The gas berth is specified for liquefied gas discharge from ships, with a discharge capacity of 30,000 tons (deadweight of 20,000 tons). The gas is discharged to the pipeline network which is connected to the offsite storage tanks in Jordan Refinery Company, 3km away. Moreover, the berth is equipped with an unloading platform with two loading arms (800 m<sup>3</sup> capacity), two realignment dolphins, four linking dolphins, and two bridges linking between dolphins and loading arms in addition to a cathodic protection system, leak detection system, and two fire monitors.



The Port of Aqaba Authority has recently upgraded the existing fire protection and security measures at the south port zone.

Foam monitors are installed at the oil and gas berths. The site has two UL-listed fire pump sets for the fire systems in oil and gas terminals. Automatic foam deluge systems are installed in the oil loading area.

## MAIN PORT ZONE

The New Aqaba Port with nine berths and a total length of 2050m. These berths are used for handling general cargo, grain, phosphate export, etc. Berths 6, 7 & 8 were still under construction at the time of the visit. Berth #9 is solely used for grain handling, and it is being handled by an external operator.

### Main buildings and facilities within the Main port Zone:

#### Berths:

The port has nine berths with a total length of 2050m. These berths are used for handling general cargo, grain, phosphate export, etc.

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Berth Name	Type of Cargo	Length	Depth	Displacement (Tonnage)	Comments
Berth #1	General cargo	200m	12m	100,000tn	
Berth #2	General cargo	200m	12m	100,000tn	
Berth #3	General cargo	250m	14m	100,000tn	
Berth #4	General cargo	250m	14m	100,000tn	
Berth #5	Ro-Ro (Vehicles)	200m	14m	100,000tn	
Berth #6	General cargo	250m	14m	100,000tn	
Berth #7	General cargo	200m	14m	100,000tn	
Berth #8	General cargo	250m	14m	100,000tn	
Berth #9 (Silos)	Grain	250m	14m	100,000tn	Managed by a third party

#### Operation warehouses, open-sided sheds, and yards:

The Main port Zone is provided with three operation warehouses and five open-sided sheds (known as "hangars"), which are used for storing various kinds of merchandise.

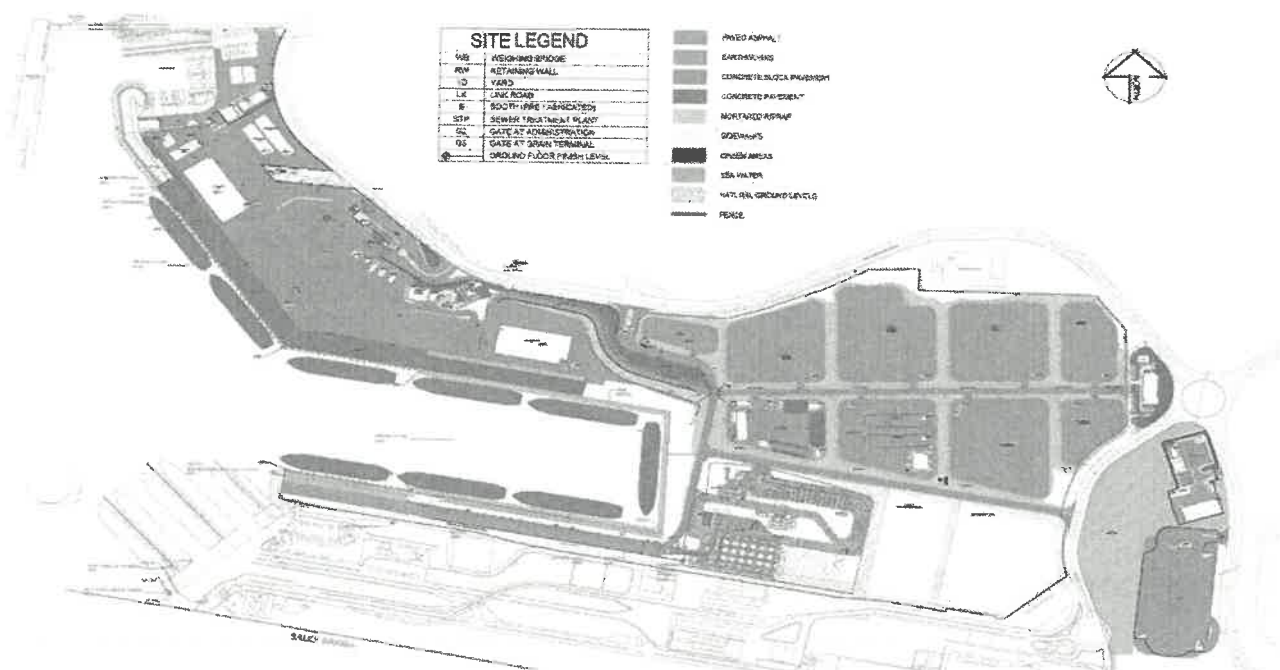
Area Name	Type of Cargo	Area (m <sup>2</sup> )	Comments
Warehouse (A)	General cargo	7800	
Warehouse (B)	General cargo	7800	
Warehouse (DC)	Dangerous cargo	978.43	
Hangar (1)	General cargo	2997.66	
Hangar (2)	General cargo	2997.66	
Hangar (5)	General cargo	2557	
Hangar (6)	General cargo	1914.5	
Hangar (8)	General cargo	1360	
Yard #1	General cargo	5715	
Yard #2	General cargo	7435	
Yard #3	General cargo	11252	Heavyweights
Yard #4	General cargo	10197	
Yard #5	General cargo	24026	Heavyweights
Yard #6	Random cargo	7158	
Yard #7	Port facilities	19017	
Yard #8	Ro-Ro (Vehicles)	25879	Maintenance yard
Yard #9	Random cargo	26162	
Yard #10	Ro-Ro (Vehicles)	32330	
Yard #11	Ro-Ro (Vehicles)	33304	
Yard #12	Ro-Ro (Vehicles)	28462	
Yard #13	Ro-Ro (Vehicles)	11645	
Yard #14	Ro-Ro (Vehicles)	15111	
Yard #15 A	Port facilities	6577	
Yard #15 B	Truck waiting area	25909	

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## BUILDINGS LEGEND

01	AB	ADMINISTRATION BUILDING
02	A+B	WORKSHOP + STORE BUILDING
03	C	BUNKERING BUILDING
04	D	PRINCE HAMZAH OSRC OFFICE
05	LM&E	LINESMEN & MAIN OFFICE BUILDING
07	GH1	MAIN GATE HOUSE
08	GH2	GATE HOUSE (MAIN GRAIN)
09	OWAB	ONE WINDOWED AGENCIES BUILDING
10	CA	CANTEEN
11	CL	CLINIC
12	FS	FUEL STATION
13	G1	INTERNAL GATE BUILDING
14	MB&MS	MAINTENANCE BUILDING
15	MQ	MOSQUE
16	OP1	OPERATION BUILDING 1
17	OP2	OPERATION BUILDING 2
18	OP3	OPERATION BUILDING 3

24	T	TOILETS BUILDING * 4
25	TS	TRUCK MARSHALING
26	WD	WASH DOWN
27	DC	DANGEROUS CARGO SHED
28	G	GATE CANOPY
29	MWT	MAIN WATER TANK
30	SH	OFFICE AT SHED * 8
31	GE	GEAR BUILDING
32	F	FILES BUILDING
33	IT&M	IT & MAINTENANCE OFFICES
34	CO	CONTROL OFFICE * 8
35	OIL	OIL SHED AND OFFICES
36	T&PU	TENDER AND PURCHASE OFFICES
37	SHD 1	OFFICES AT SHED AREA 1
38	SHD 2	OFFICES AT SHED AREA 2
39	SHD 5	OFFICES AT SHED AREA 5
40	SHD 6	OFFICES AT SHED AREA 6
41	SHD 8	OFFICES AT SHED AREA 8
42	SHD A	OFFICES AT SHED AREA A
43	SHD B	OFFICES AT SHED AREA B
55	WD 2	WASH DOWN FACILITY - 2

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Administration Building:

The building consists of administration offices, a conference room, a telephone exchange, and an IT room.

Prince Hamzah Pollution Control Centre:

The center is equipped with the necessary equipment and boats to control any environmental damage from oil spills. It was established in 1996. The center is designed to deal with 200 m<sup>3</sup> oil spills each time.

Fuel Station:

The Main port Zone has a fuel station with four underground diesel tanks, each with a 50,000 m<sup>3</sup> capacity. There are two double diesel pumps for vehicles and loaders. Moreover, the station has an administration building constructed of reinforced concrete and bricks.

Technical Department Section:

The technical department section comprises of the technical department administration building, the inspection offices, and five maintenance workshops for vehicles and material handling equipment. The maintenance workshops consist of an auto body repair section, auto paint area, gasoline auto repair section, diesel auto repair section, power services group, contract services, and trucking department. All auto repairs and maintenance are performed at this facility.

There is a documented procedure for vessel berthing and un-berthing, in addition, there is a procedure developed for the operations in bad weather. All berthing operations will be suspended when the average wind speed exceeds 35knots (65km/hr.). All loading/discharging operations for charcoal or sulfur will be suspended when the wind speed exceeds 5 knots (9km/h).

## Key Machinery and Equipment

The port is equipped with large numbers of mobile cranes, forklifts, tug master trailers, and other handling equipment. The equipment is used for loading and unloading goods and materials from and to various vessels at the port.

The list of the main equipment (based on 2021 updates) used within the terminals is the following:

- Two 100-ton mobile harbor cranes
- Two 90–120-ton mobile cranes
- Eight 45-ton mobile cranes.
- Mobile cranes – 29 cranes (2-20 tons)
- Forklift – 86 units (3-20 tons)
- Tractors – 15 units (45 tons)
- Tractors Trailers 40" – 29 units (30 ton)
- Tractors Trailers 20" – 21 units (different)
- Tug master trailer – 31 units (different)
- Evacuator – 12 units (different)
- GRAP/VSFC – 14 units (different)
- Lorry – 4 units (different)
- Telehandler - 3 units (different)

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## Internal Transport

The terminals are provided with roadways. Large numbers of cargo handling equipment and transport vehicles are used in the terminals.

There is a documented procedure for traffic safety within the port which is enforced by the safety and security departments. There is a speed limit of 35 km/h for vehicles inside the port.

## Storage and Warehousing

The Main port Zone has three operation warehouses and five open-sided sheds (known as "hangars"), for storing various kinds of merchandise. The site has very minimal storage of customer cargo (most operations in terminals are loading/unloading direct to and from the vessel or to/from customer trucks). The site has no cold stores.

The port handles dangerous cargoes including explosives (class 1), but certain IMO classified dangerous goods are not allowed in the country, such as radioactive (class 7) cargo. No storage is allowed at the site for dangerous cargo, such as Class 1 (explosives); handling these cargoes requires special approval from the Military, and these are directly discharged from the army. There are strict procedures for handling hazardous and dangerous cargo and have written procedures in place. These are in accordance with the local laws and comply with security committee instructions. A security committee has been formed with members from the Army, Military Intelligence, Interior, General Safety department, Civil Intelligence, Engineering military department, and Police. All hazardous cargo is handled at the site as per the IMDG "International Maritime Dangerous Goods" code. There is a dedicated area for the storage of hazardous cargo, but storage is restricted as per the code. The port receives one or two shipments of hazardous cargo per week on average. There is also a procedure available for handling any spillage within the premises, which is in accordance with the IMDG code.

Area Name	Type of Cargo	Building Height (m)	Storage Height (m)	Comments
Warehouse (A)	General cargo	7.66	5.88	Sprinkler protected
Warehouse (B)	General cargo	6.85	6	Sprinkler protected
Warehouse (DC)	Dangerous cargo	6	5	Sprinkler protected
Hangar (1)	General cargo	5.5	4.5	Sprinkler protected
Hangar (2)	General cargo	5.5	4.5	Sprinkler protected
Hangar (5)	General cargo	5.67	4.67	Sprinkler protected
Hangar (6)	General cargo	6	5	Sprinkler protected
Hangar (8)	General cargo	5.5	4.5	Sprinkler protected

## Data Processing and Control Systems

The main server room/data center at the site is located within the main administration building. It is equipped with servers and equipment used for the computerization of the port. Back-up tapes are produced weekly and are stored locally. The servers are very critical for the site operations, as the

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manual operation of the terminals to some extent is not full (less than 50% efficiency). The server rooms are protected by gaseous fire suppression systems. The servers are provided with an adequate UPS backup power supply. Currently, there is no disaster recovery plan that has been developed for the data center.

## Combustibles & Hazardous Materials

### Storage of Combustible Materials

The extent, type, and location of significant combustible material storage are summarized as follows:

Stock section warehouses	Spare parts, including combustible parts/ consumables, stationery items, electrical cables/ components, packing materials & wooden pallets/crates.
Operation Warehouses	Combustible stock/packing materials, idle pallets, etc. (Full details are not available, most of the warehouses are vacant).
External	Combustible cargo is kept temporarily during loading/unloading.
Dust Handling	The site arranges portable dust handlers and collectors when there are coal or phosphate cargos.

### Storage Configuration

Location	Method of Storage	Commodity/Class	Form	Storage Height
Stock section warehouses	Rack/shelves	Class III	solid	Max. 3m
Operational warehouses	Currently empty	Class III		On the floors

## Hazardous Materials

The Main port Zone has a fuel station with four underground diesel tanks each of 50,000 m<sup>3</sup> capacity, in addition to a diesel tank of 25,000 m<sup>3</sup> capacity. There are two double diesel pumps for vehicles and loaders. The station has an administration building constructed of reinforced concrete and bricks.

The stock section has a few lube oil drums stored in the open; some drums are also available in the workshop area (exact quantity not available).

The diesel generators at the site have their own day-tanks which are filled up manually.

Hazardous cargoes, when needed, are stored temporarily in a dedicated area within the terminals. Hazardous cargo (i.e., flammable liquid - class 2 and above) storage will have a maximum of 3 to 5 tons stock at a time, on average.

The Phosphate and coal are not stored anymore in the port, they are being handheld and loaded onto the ship when there is a shipment.

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## Utilities/Infrastructure

### Power

Primary Supply to Site	Public Utility	Site Feed	Dual
Incoming Voltage	11 kV	Distribution on Site	Ring/Loop
Back-up Power	A backup power supply for emergency systems is provided by many generators in various areas.		

The power supply to the site is fed from two feeders off the public utility network which is connected to many transformers located in various areas of the port.

Electrical power is fed to the port from a high-voltage power station located outside the port.

### Fuels/Energy Supplies

Diesel is supplied to the site by a supplier through fuel tankers regularly.

Currently, there is no bunkering operation within the port.

### Air-Conditioning

All office and operation buildings are air-conditioned, mostly supplied by split units.

### Water Supply

Municipality water is fed to the site from the Aqaba city network.

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## Fire Protection

## Site Protection

Site protection overall is summarized as follows:

	Public	Private
Distance to Fire Department	25 km (truck road)	Available on-site
Fire Department Type	Full Time	In-house trained
Response Time (minutes)	20 minutes	Immediately
# of Hydrants Available	Nil	72 yard-hydrants and fire monitors
Hydrants Supply Type	-	Pumped - off Private Supply

The fire brigade station within the port is located near the workshop and heavy equipment storage area. The station is equipped with the following:

- Fire brigade unit with 9m<sup>3</sup> water tank, 1m<sup>3</sup> foam tank, and 4000 liters/min pump.
- Fire brigade unit with 5m<sup>3</sup> water tank, 0.5m<sup>3</sup> foam tank, and 3000 liters/min pump.
- 15m<sup>3</sup>, 12m<sup>3</sup> and 8m<sup>3</sup> water tankers
- 40m<sup>3</sup> above-ground water tank for filling the firefighting equipment.
- Fire brigade unit with 5m<sup>3</sup> water tank, 0.5m<sup>3</sup> foam tank, and 3000 liters/min pump (this unit is always stationed at the oil terminal)
- Queen Alia International Airport has provided POA with four fire trucks. Two of these trucks are being overhauled to be put in operation and other trucks are planned to be used as spare parts.

The firefighting team consists of 53 firefighters and 32 drivers in total, working four shifts; each shift consists of 11 firefighters and 7 drivers.

There is a private fire hydrant ring-main on-site with a total of 72 hydrants at the site.

## Fire Protections Means

Means	Type(s)	Buildings/Areas Protected	Protection	Comments
Detections & Alarms	Smoke detectors and fire alarm control panels	Administration building, stock section, purchase building & phosphate unit LV & control rooms.	Full protection	
Fixed Protection	Gaseous suppression systems (FM200 - HFC 227ea)	IT room, LV room, and all control panel rooms	Local system (total flooding)	

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Means	Type(s)	Buildings/Areas Protected	Protection	Comments
	Wet sprinklers	Warehouses and storage sheds	Ceiling level only	
Manual Protection	Hose reels	Throughout the site	Full protection	
	Portable fire extinguishers (CO <sub>2</sub> , & DCP)	Throughout the site	Full coverage	
Special Protection	Foam	Oil Shed	Hose reels with foam bladder	120L pre-piped balder with foam proportioner

## Fire/Smoke Detection

Smoke detectors are installed throughout the buildings within the site, such as the administration building, workshop, warehouses, and storage sheds. These are connected to the respective fire alarm control panels within each building. The low voltage (LV) rooms and all control panel rooms are equipped with smoke detectors. The fire alarm system is still under contractor control and there is no formal handover yet. POA has agreed an external contract with a specialized company to operate, maintain, and train our employees.

## Fixed Protection Systems

Automatic sprinkler systems are installed in the warehouses and storage sheds at the ceiling level only.

IT, electrical, and control panel rooms have gaseous (FM200) suppression systems.

## Sprinkler Systems Location & Demands

Protected Area	System Type	Design		Hydraulic		Design Standard Applied	Assessment
		Density / Heads	Area / Pressure	Flow	Pressure		
Dangerous Cargo Shed	STD Pendent Wet K5.6	0.16 gpm/ft <sup>2</sup> 80 sprinklers	67ft <sup>2</sup> 49.67 psi	17.5 gpm		NFPA 13/14	Deemed Adequate
Shed 1	STD Pendent Wet K5.6	0.31 gpm/ft <sup>2</sup> 33 sprinklers	100ft <sup>2</sup> 99.3psi	37.95 gpm		NFPA 13/14	Deemed Adequate
Shed 2	STD Pendent Wet K5.6	0.31 gpm/ft <sup>2</sup> 33 sprinklers	100ft <sup>2</sup> 99.3psi	37.95 gpm		NFPA 13/14	Deemed Adequate
Shed 5	STD Pendent Wet K5.6	NA	NA	NA		NA	Not Assessed
Shed 6	STD Pendent Wet K5.6	NA	NA	NA		NA	Not Assessed
Shed 8	STD Pendent Wet K5.6	0.31 gpm/ft <sup>2</sup> 35 sprinklers	100ft <sup>2</sup> 99.3psi	36.76 gpm		NFPA 13/14	Deemed Adequate
Shed A	ESFR K16.8	NA	9.3 m <sup>2</sup>	NA		NA	Not Assessed
Shed B	ESFR K16.8	NA	9.3 m <sup>2</sup>	NA		NA	Not Assessed

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**Comments on Sprinklers Protection**

Protected Area	Description Of Hazard	Minimum Density per NFPA 13	Calculated Flow Density: (Based on the Hydraulic Calculations)	Demand Flow at System Inflow Node:	Comments
Dangerous Cargo Shed	EH2	0.3 gpm/ft <sup>2</sup>	0.16 gpm/ft <sup>2</sup>	1879.62 gpm	Based on the information provided, the sprinkler system is deemed to be inadequate. I.e., the warehouse is not protected as EH2.  Even if it is assumed that the hydraulic calculations are correct, then the installed fire pumps are not capable of providing the demand flow calculated as per these calculations.
Shed 1	EH2	0.3 gpm/ft <sup>2</sup>	0.31 gpm/ft <sup>2</sup>	1752.21 gpm	The installed fire pumps are not capable of providing the demand flow.
Shed 2	EH2	0.3 gpm/ft <sup>2</sup>	0.31 gpm/ft <sup>2</sup>	1752.21 gpm	The installed fire pumps are not capable of providing the demand flow.
Shed 5					No hydraulic information was provided.
Shed 6					No hydraulic information was provided.
Shed 8	EH2	0.3 gpm/ft <sup>2</sup>	0.31 gpm/ft <sup>2</sup>	1786.62 gpm	The installed fire pumps are not capable of providing the demand flow.
Shed A	NA			1865.64 gpm	The hydraulic calculations were based on EH2. However, the sprinkler system should be designed based on the number of sprinklers and pressure for ESFR sprinklers based on NFPA 13.  Even if it is assumed that the hydraulic calculations are correct, the installed fire pumps are not capable of providing the demand flow calculated as per these calculations.
Shed B				1865.64 gpm	The hydraulic calculations were based on EH2. However, the sprinkler system should have been designed based on the number of sprinklers and pressure for ESFR sprinklers based on NFPA 13.  Even if it is assumed that the hydraulic calculations are correct, the installed fire pumps are not capable of providing the demand flow calculated as per these calculations.

**Fire Pump & Firewater Supply Details**

The main port zone has a UL-listed fire pump set which consists of an electric fire pump, diesel pump, and jockey pump. The fire pumps are rated at 1500gpm. The firewater reticulation system has an 8000m<sup>3</sup> underground firewater tank.

Based on the hydraulic calculations table above, the fire pumps are found to be undersized.

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**Fire Pumps Details:**

Pump Type	Model	Serial Number	Rated Flow	Rated Pressure	Pressure @ 150%	Max Pressure	Max Suction Pressure	Power	Impeller Diameter	Speed
Electrical Main Pump	GRUNDFOS HSEF 6-12	992710005 3-10 A	1500gpm (7134lpm)	115Psi	76Psi	131 Psi	44Psi	145 BHP	9.96inch	2950rpm
Diesel Engine Standby Pump	GRUNDFOS HSEF 6-14G	992710005 6-10 A	1500gpm (7134lpm)	104Ps	87Psi	108Psi	67Psi	136 BHP	13.076inch	2100rpm
Jockey Pump	GRUNDFOS CR3-19A-FGJ-A-E-HQBE	92.5m	60lpm	N/A	N/A	N/A	N/A	1.5Kw	N/A	2896rpm

**First Aid Protection**

Type	Comments
Portable fire extinguishers	Many DCP and CO <sub>2</sub> fire extinguishers are installed throughout the site. These extinguishers are maintained by the in-house maintenance team.
Hose reels	Hose reels are installed within the site. These are supplied by the port firewater reticulation system.

**First Aid Facility**

The site has a clinic located within the port. The clinic has 12 nursing staff. Two ambulance units are available at the site for an emergency.

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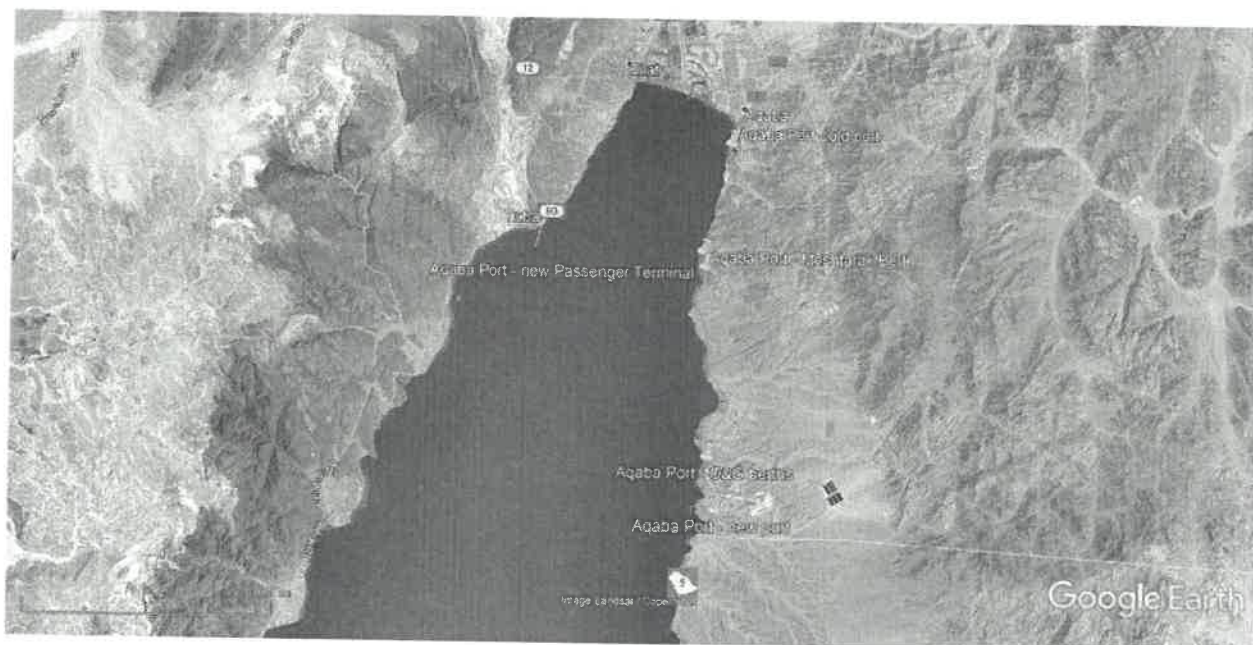
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## Site Characteristics &amp; Exposures

## Sites Characteristics



The Middle Port Zone and the new Passenger Ferry Terminal are located about 5km south of the Old Port and about 8km north of the O&G Port.

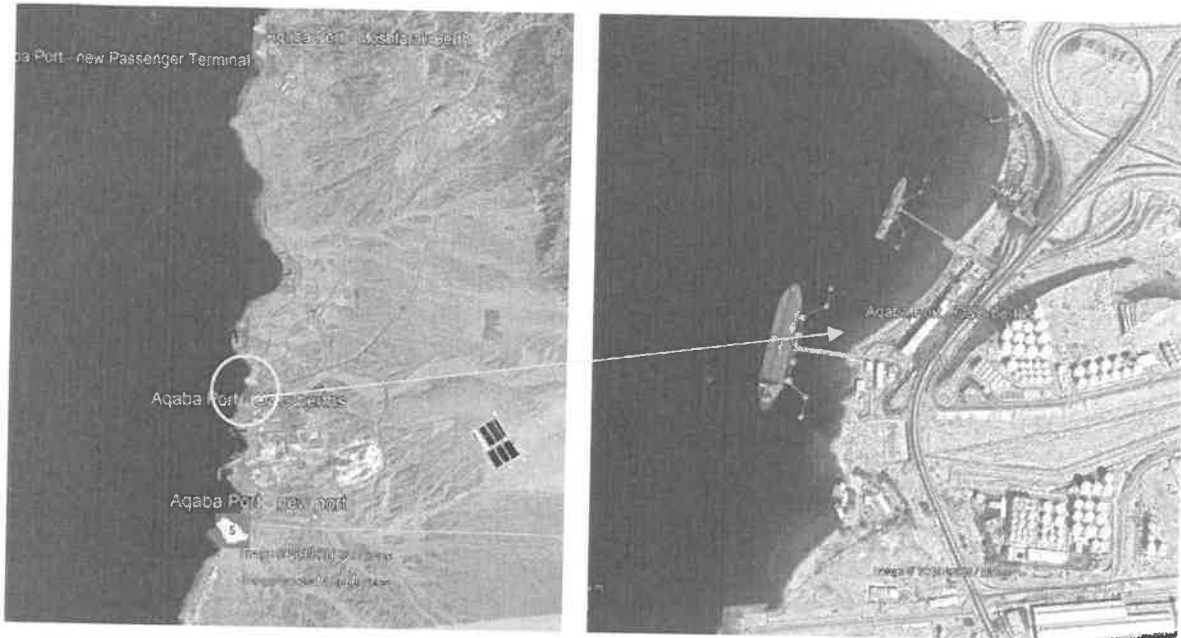


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The south port Zone (O&G) port is located 2.5km north of the main port zone and 8.5k south of the second port zone.

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The main port zone is located at the borders between Jordan and Saudi Arabia.

## Location

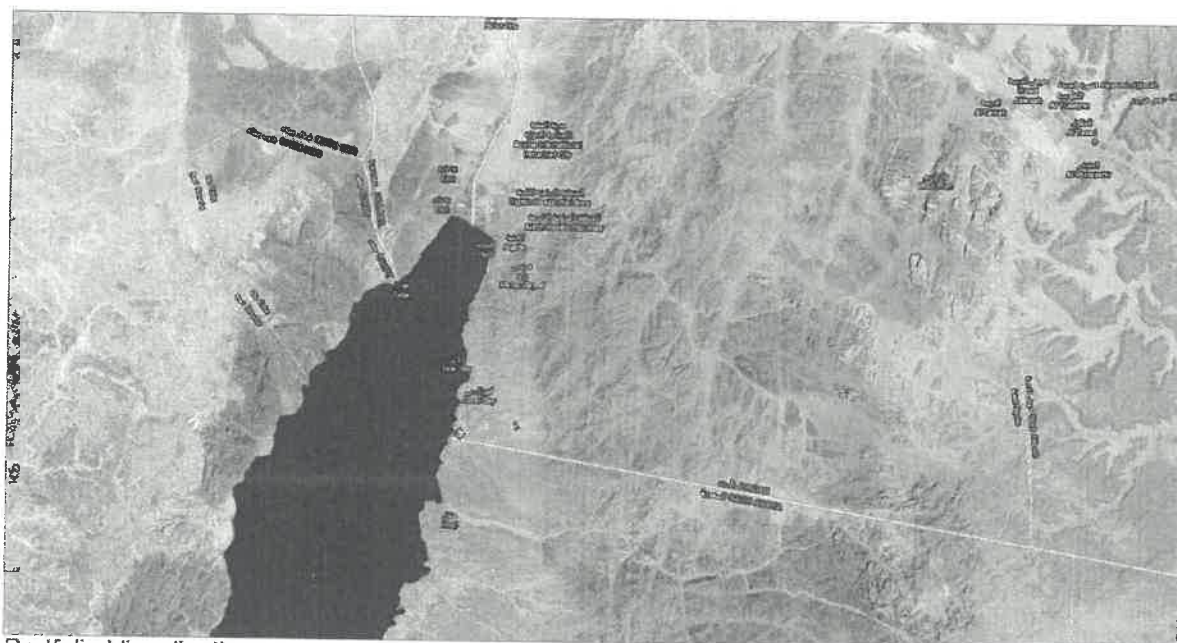
Port Zone	Latitude	Longitude	Elevation
Zone 2	29.467764°	34.976036°	16m
Zone 3	29.461200°	34.975880°	11m
Zone 4	29.383236°	34.966627°	7m
Zone 5	29.361966°	34.967160°	16m

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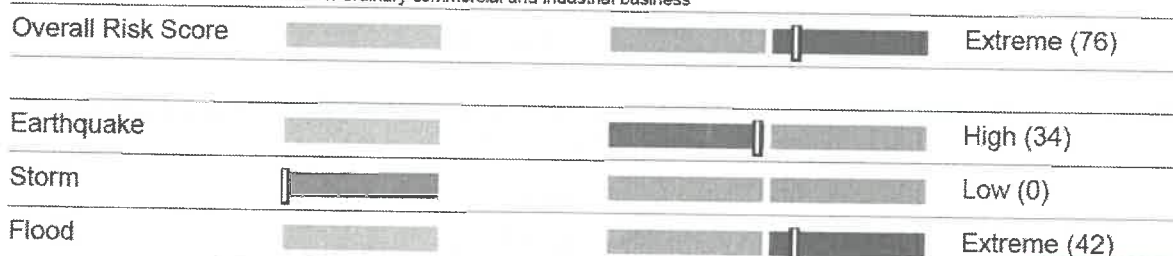
# NATHAN Single Risk Assessment Report

<b>Risk Location</b>	JOR
<b>Longitude/Latitude</b>	34.9683E, 29.3606N
<b>Munich Re Risk Location Quality</b>	Exact Coordinates (100)
<b>People per km<sup>2</sup></b>	50 – 199
<b>Elevation</b>	16m
<b>Distance to Coast</b>	320m
<b>Distance to Fault</b>	3000m
<b>CRESTA Zone Low Res</b>	JOR_AQ (Al Aqaba)
<b>CRESTA Zone High Res</b>	JOR_3401 (Al Aqaba)



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Weighted and summarized Risk value for ordinary commercial and industrial business



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**Hazard Score Rating**

Hazard zoning values for significant natural hazards

	low	high	hazard rating
Earthquake			Zone 3
Volcanoes			No hazard
Tsunami			No hazard
Tropical cyclone			No hazard
Extratropical storm			No hazard
Hail			Zone 1
Tornado			Zone 1
Lightning			Zone 1
Wildfire			No hazard
River flood			Zone 100
Flash flood			Zone 1
Storm surge			No hazard

**Additional Information**

Additional zoning values for relevant hazards

	low	high	hazard rating
Soil and Shaking Hazard			Class 4

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## Legend

Earthquake
Zone 0: MM V and below
Zone 1: MM VI
Zone 2: MM VII
Zone 3: MM VIII
Zone 4: MM IX and above
Probable maximum intensity (MM: modified Mercalli scale) with an exceedance probability of 10% in 50 years (equivalent to a "return period" of 475 years) for medium subsoil conditions.

Tropical cyclone
Peak wind speeds
No hazard: < 76 km/h
Zone 0: 76 – 141 km/h
Zone 1: 142 – 184 km/h
Zone 2: 185 – 212 km/h
Zone 3: 213 – 251 km/h
Zone 4: 252 – 299 km/h
Zone 5: ≥ 300 km/h
Typical track directions
Probable maximum intensity with an exceedance probability of 10% in ten years (equivalent to "return period" of 100 years).

Tornado
Zone 1: low
Zone 2
Zone 3
Zone 4: high
Frequency and intensity of tornadoes.

River flood
Zone 0: minimal flood risk
Zone 500 year return period
Zone 100 year return period
Areas threatened by extreme floods. NATHAN provides global flood maps from JBA with return periods of 100 and 500 years.

Volcanoes
No hazard*
Unclassified
Zone 1: Minor hazard
Zone 2: Moderate hazard
Zone 3: High hazard
*Secondary effects that can occur as a result of the large-scale distribution of volcanic particles (e.g. climate impacts, supraregional ash deposits) are not considered

Extratropical storm
Peak wind speeds
No hazard
Zone 0: ≤ 80 km/h
Zone 1: 81 – 120 km/h
Zone 2: 121 – 160 km/h
Zone 3: 161 – 200 km/h
Zone 4: > 200 km/h
Probable maximum intensity with an average exceedance probability of 10% in ten years (equivalent to a "return period" of 100 years). Areas were examined in which there is a high frequency of extratropical storms (approx. 30°–70° north and south of the equator).

Lightning
Global frequency of lightning strokes per km <sup>2</sup> and year
Zone 1: 0.2 – 1
Zone 2: 1 – 4
Zone 3: 4 – 10
Zone 4: 10 – 20
Zone 5: 20 – 40
Zone 6: 40 – 80
Lightning frequency is determined by counting the total number of lightning flashes independently of whether they strike the ground or not

Flash flood
Zone 1: low
Zone 2
Zone 3
Zone 4
Zone 5
Zone 6: high
Frequency and intensity of flash floods.

Tsunami
No hazard
Zone 0: minimal flood risk
Zone 1000 year return period
Zone 500 year return period
Zone 100 year return period
Zones based on 100m SRTM (Version 4.1) elevation model, taking into account height above sea level and distance from coasts

Hail
Zone 1: low
Zone 2
Zone 3
Zone 4
Zone 5
Zone 6: high
Frequency and intensity of hailstorms

Wildfire
No hazard
Zone 1: low
Zone 2
Zone 3
Zone 4: high
The effects of wind, arson and fire-prevention measures are not considered.

Storm surge
No hazard
Zone 1: Very low to low
Zone 2: Medium to high
Detailed calculation for coasts and the shores of large lakes between 90°S and 60°N, derived from the height above the mean sea or lake level and the distance from the respective body of water. Does not consider dykes.

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Type	Comments
Rain/flood	Low to moderate exposure; Aqaba has a desert climate with a warm winter and a hot dry summer. Rainfall in Aqaba is generally sparse and occurs only for 2 weeks during the winter season in a year. The northern parts of Aqaba City are the most vulnerable regions to flash flood hazards. These areas contain the town's residential expansion area, the Aqaba International Industrial Estate, the King Hussein International Airport, and all the northern light industries and logistics areas. But the port has sewers in place, and reportedly the drainage facility at the site is adequate. The site has no previous experience with flooding incidents.
Windstorm Exposure	Low to Moderate Exposure; The site has never experienced severe windstorms in the past. Strong winds with a wind speed of 35 knots (65km/h) can be experienced in the winter season (November) for an average of 4 days a year.
Chemical Transportation	Moderate to high exposure due to the presence of chemical customers within the port.
Adjacent Spill Exposure	Moderate to high exposure, due to the presence of an underground pipeline from the oil terminal to the offsite refinery. No major spill incident was experienced in the past.
Adjacent Fire Exposure	Moderate exposure: the third-party facilities (fuel tanks, etc.) in the surrounding area within the port are spaced at an adequate distance from port facilities.
Earthquake Exposure	<p>High exposure: Earthquake exposure is classed as zone 3 as per the Munich Re Nathan risk map. Jordan (including the City of Aqaba) and neighboring countries are located over the Dead Sea transform fault, which marks the boundary between the Arabian and African plates.</p> <p>The area is vulnerable to strong earthquakes and during the past 2500 years, over 50 major earthquakes led to the destruction of many historically known cultural centers. Several studies in the 80s and 90s indicate that there were two or possibly three large earthquakes in the region in the last 2000 years with magnitudes estimated to be 6.5–7.0 based on macro-seismic data. Major earthquakes in the past include the 6.2 magnitude earthquake of July 11th, 1927, which led to the demise of 242 people; and the 7.3 magnitude earthquake of November 22, 1995, which caused some damage to the port buildings as well. Recent earthquakes in the city of Aqaba include the 5.2 magnitude earthquake of June 2015 and the 5.1 magnitude earthquake of May 2016.</p> <p>The fire protection system has not been braced for earthquake protection.</p>
Tsunami Exposure	<p>Based on Munich Re: Low Exposure; Tsunami exposure is considered a low risk for the Gulf of Aqaba.</p> <p>A dedicated tsunami analysis report for the port was not made available for review.</p>
Aircraft	Low exposure – As per available information, the site is not located under a commercial flight or airport approach path.

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## Security

## Threat Target Risk

High Value	Unknown	Unrest Labor	No
Terrorism Target	Not Evaluated	Protest Group	No
Unrest Civil	No	Neighborhood	No
Vulnerability Assessment	Not Evaluated		
Threat Target Risk Description	Not Evaluated		

## Control Features

Site Perimeter			
Vehicle Access	Yes	Perimeter Fencing	Yes
Entry Provisions Posted	Yes	Fencing Height	2.5m
No Trespassing Signs	Yes	Exterior Lighting	Yes

There is frequent vehicle movement to the port; on average 500 trucks per day. Except for the quays, the outer perimeter is protected with a 1.5 m high masonry wall or chain link fence plus barbed wire on the top.

Building Physical Features			
Ground Level Windows Secure	Yes	Lock and Key Control	Yes

The Main port Zone has two gates for personnel and trucks. All gates are covered with CCTV cameras. The cameras are monitored around the clock by security in a security control room at the site. Cameras are also installed within the technical departments and passenger terminals which are monitored internally.

The Port of Aqaba has obtained the ISPS "Declaration of Security" requirement. Access to the port is restricted through possession of a gate pass and other relevant documents in terms of trucks. A third-party company is contracted by the port to issue the passes for entry. The gatehouses are manned by their own security personnel and members of the "DAREK Force" (armed securities from the Ministry of Interior). All personnel and vehicles are checked on entry and exit, and all goods manifested before entry, or a document provided to remove property or equipment.

Security Staff / Guards			
On-site Guards	Yes	Recorded Rounds	No
Visiting Patrols	Yes	Rounds Frequency	Random patrols

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**Security Staff / Guards**

Police Surveillance	Yes	CCTV	Yes
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POA has its own security staff providing security to the premises around-the-clock in three shifts. No weapons were provided to POA security, but with DARAK Force. All security staff are trained in fire evacuation, firefighting, and safety.

**Intruder Detection**

Motion Sensors	No
Beams	No
Door Contacts	Yes

**Access Management**

Access Monitored	Yes
ID Cards/Badges	Yes
Visitors Monitored	Yes

**Other Security Programs/Controls**

Emergency Response	Yes	Bomb Threat	Yes
Employee Screening	Unknown	Cash/Check Management	Not Evaluated
Safe/Vaults	No	Parking	Yes
Mobile Storage	Equipment	Yes	

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## Business Interruption

## Site / Premises

Special Features	The Port of Aqaba is strategically important to Jordan as the country's only seaport. Aqaba has been an inhabited settlement for 6000 years, profiting from its strategic location at the junction of trading routes between Asia, Africa, and Europe. The Port of Aqaba is considered the main element in the Jordanian national economy where 78% of the Jordanian exports and 65% of its imports are going through it.
Rebuilding Time	Buildings would take 6 to 12 months for reconstruction. The port after a major natural catastrophe event, such as an earthquake, would need a minimum of three years of clean-up and reconstruction time.
Available Alternatives	No available alternatives in the country.
Port Blockage	Access to the port is through the Gulf of Aqaba. A worst-case incident would be a crude oil ship inking in the southern port at the harbor entrance which would block access to other port zones until necessary clean-up. This would be a disruptive event for the port's operation and may take a rather long time for business interruption in case of a dispute.  The piloting and towing service is provided by a service provider.
Denial of Access	The Port is accessed by a single main road leading to the main highway. If access to this road is "denied," then a detour can be arranged via alternate routes. This would disrupt vehicles to some extent but not stop them.

## Operations, Plans, and Processes

Operational features	The port operates around the clock, 365 days a year.
Key Process/Plant Bottlenecks	The site has adequate redundancy in key equipment. The loss of one or two pieces of equipment would not disrupt site operation.
Available Alternatives	POA can arrange equipment from rental companies in a short time.
Subcontracting options	Not available.
Replacement & Start-up Time	The port is the only such operation in Jordan. After a major loss event, it will take a considerably long time to rebuild it. The availability of port facilities in Eilat (Israel) has not been evaluated.
Special licensing issues	No information
Contractual Penalties	No information
Research & Development	Not available at the site.

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## Utilities and Services

Lighting & Power	The power supply from the public utility is not highly reliable with previous experience of power cuts per the site management. The backup power supply is provided for emergency systems only. There would not be a major disruption in terminal operation in the event of power loss to the Port, as long as emergency systems like IT, security systems & critical electrical equipment are operational through generators.
Heating	No heating units are available at the site.
Fuels	Diesel tanks at the site are refilled by a supplier using fuel tankers. An alternative supplier can be arranged easily. No disruption is expected. No bunkering operation is carried out within the port.
Cooling/HVAC	Air conditioning to the buildings is mostly provided by individual split units. No disruption is expected.
Special gases etc.	Not applicable.
IT/Communication Systems	The site has a data center which is critical for site operations. The server room is protected by a gaseous suppression system and is backed up by generators.
Effluent/Waste treatment	The site has no effluent treatment plant. Effluent water is reverted back to the municipal sewage lines. Waste disposal is arranged through a contracted third-party service provider.

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## Loss History

On 27 June 2022, 16:15 local time, a crane was loading one of several pressurized chemical storage containers onto the container ship Forest 6 for export to Djibouti. The crane's cabling system failed, and one container, containing about 25 tons (55,000 lb.) of chlorine fell onto the ship and ruptured, causing the chemical to burst from the container. A cloud of bright, yellow gas spread throughout the port as people ran away. This accident caused thirteen deaths and 265 injuries at the port.

According to the deputy chief of the Aqaba Region Ports Authority, an "iron rope carrying a container containing a toxic substance broke, resulting in the fall and escape of the poisonous substance". The ship was waiting to load an additional 20 containers with a high percentage of chlorine.

Further details of the incident can be obtained on request.

### ACTIONS WERE TAKEN FOLLOWING THE INCIDENT:

- POA has appointed a certified third party to inspect, test and certify their gear.
- POA has ordered all their gear for inspection, testing, and certification.
- All gears will have tags with a unique number.
- The tag number will include the gear name, serial number, inspection date, certification, and loading details.
- The gear storage is more organized with every type of gear being stored separately.

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## Attachments and Supporting Documents



## HOT WORK PERMIT

Relating to any work involving temperature conditions which are likely to be of sufficient intensity to cause ignition of combustible gases, vapors or liquids in or adjacent to the area involved.

## General

This permit is valid From ..... Hrs Date .....  
To ..... Hrs Date .....

Location of work .....

Has enclosed space entry permit been issued? Yes/No

Description of work .....

Personnel carrying out work .....

Responsible person in attendance .....

## Section 1

1.1 Has the work area been checked with a combustible gas indicator for hydrocarbon vapors? Yes/No

1.2 Has the surrounding area been made safe? Yes/No

## Section 2

2.1 Has the work area been checked with a combustible gas indicator for hydrocarbon vapors? Yes/No

2.2 Has the equipment or pipeline been purged? Yes/No

2.3 Has the equipment or pipeline been blanked? Yes/No

2.4 Is this equipment or pipeline free of liquid? Yes/No

2.5 Is the surrounding area safe? Yes/No

2.6 Is additional fire protection available? Yes/No

2.7 Is the equipment isolated electrically? Yes/No

2.8 Special conditions/precautions .....

In the circumstances noted it is considered safe to proceed with this work.

Signed ..... Master/Responsible Officer  
Person in charge of work team

## Section 3

The work has been completed and all persons under my supervision, materials and equipment have been withdrawn.

Authorized person in charge ..... Time ..... Date .....

First copy for display at work area

Second copy for ships or terminal records.

## HOT WORK PERMIT

## GENERAL

- (a) Starting/finishing time must not exceed the Authorized Signatories/Responsible Officer's working hours.  
(b) Specific location of work to be given.  
(c) Description of work to include type of equipment to be used.

## SECTION 1

Applies to all hazardous work not involving naked flame or continuous spark production, and would include use of electrical equipment, use of air driven rotary equipment, lifting equipment/ materials over operating plant.

## SECTION 2

Applies to all hot work involving high temperatures, open flame, arc or continuous source of sparks, etc. This type of work includes but is not limited to:  
Welding or burning  
Grinding  
Sand or grit blasting  
Metal chipping  
Tests for combustible gas should be carried out immediately before commencement of hot work and at frequent intervals as long as the work is in progress.

ملاحظات إجراء العمل

سماحة الطاء

من 2025

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Permit Number: \_\_\_\_\_

**COLD WORK PERMIT**

Relating to any work involving temperature conditions which are likely to be of sufficient intensity to cause ignition of combustible gases, vapors or liquids in or adjacent to the area involved.

**GENERAL:-**

This permit is valid from ..... Hrs date .....  
To ..... Hrs date .....

**- Location of work**

.....

Has enclosed space entry permit been issued?

Yes / no

**- Description of work**

.....

**- Personnel carrying out work**

.....

**- Responsible person in attendance**

.....

**SECTION 1**

1.1 Has the work area been checked with a combustible gas indicator for hydrocarbon vapors?

Yes / no

TIME .....

1.2 Has the surrounding area been made safe?

YES / NO

TIME .....

**SECTION 2**

2.1 has the work area been checked with a combustible gas indicator for hydrocarbon vapors?

Yes / no

2.2 has the equipment or pipe line been purged?

Yes / no

2.3 has the equipment or pipe line been blanked?

Yes / no

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## Photos



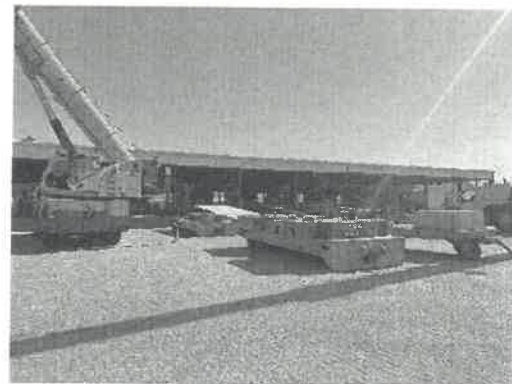
Fire engines



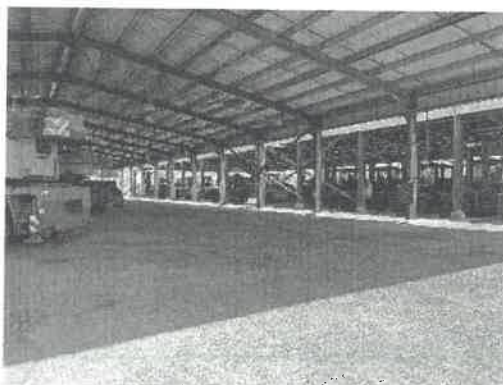
Gear storage shed



Gear arrangement



Cranes parking shed



Cranes and lifting equipment shed



Cargo shed (mainly wood)

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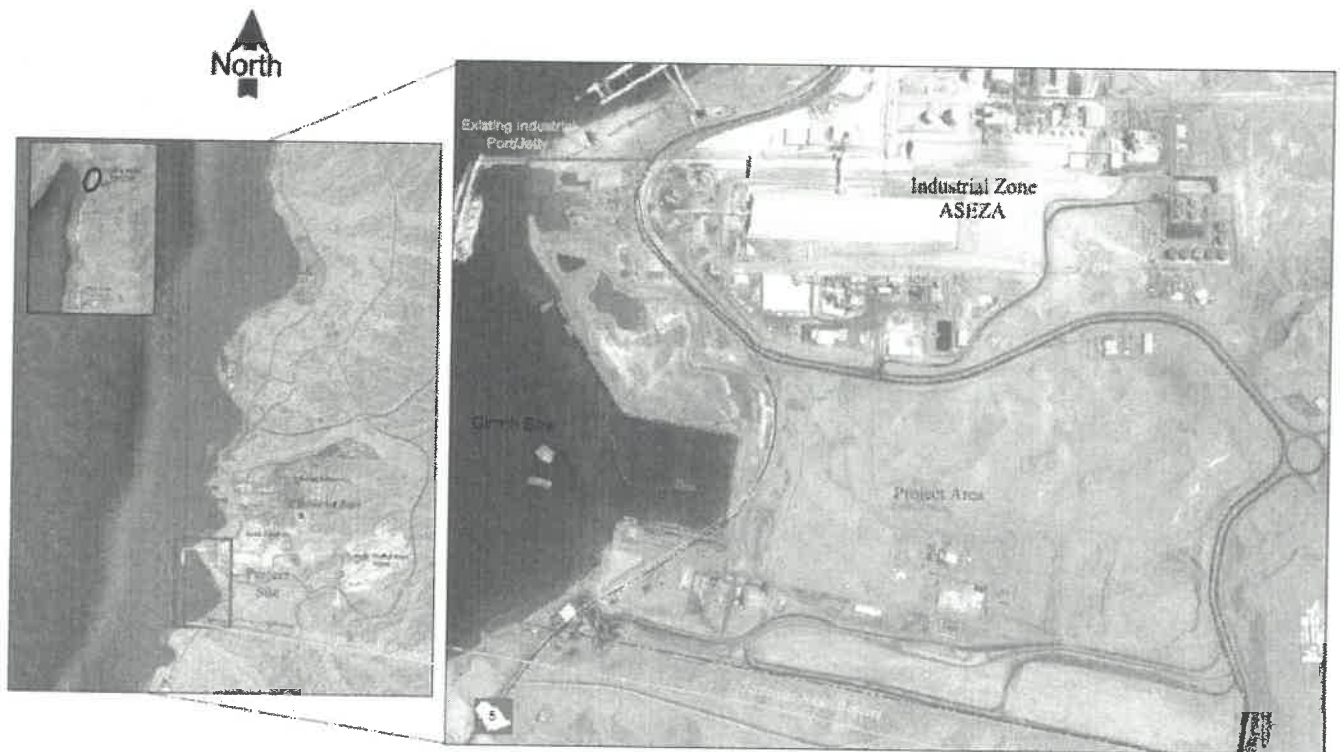
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## Site Layouts



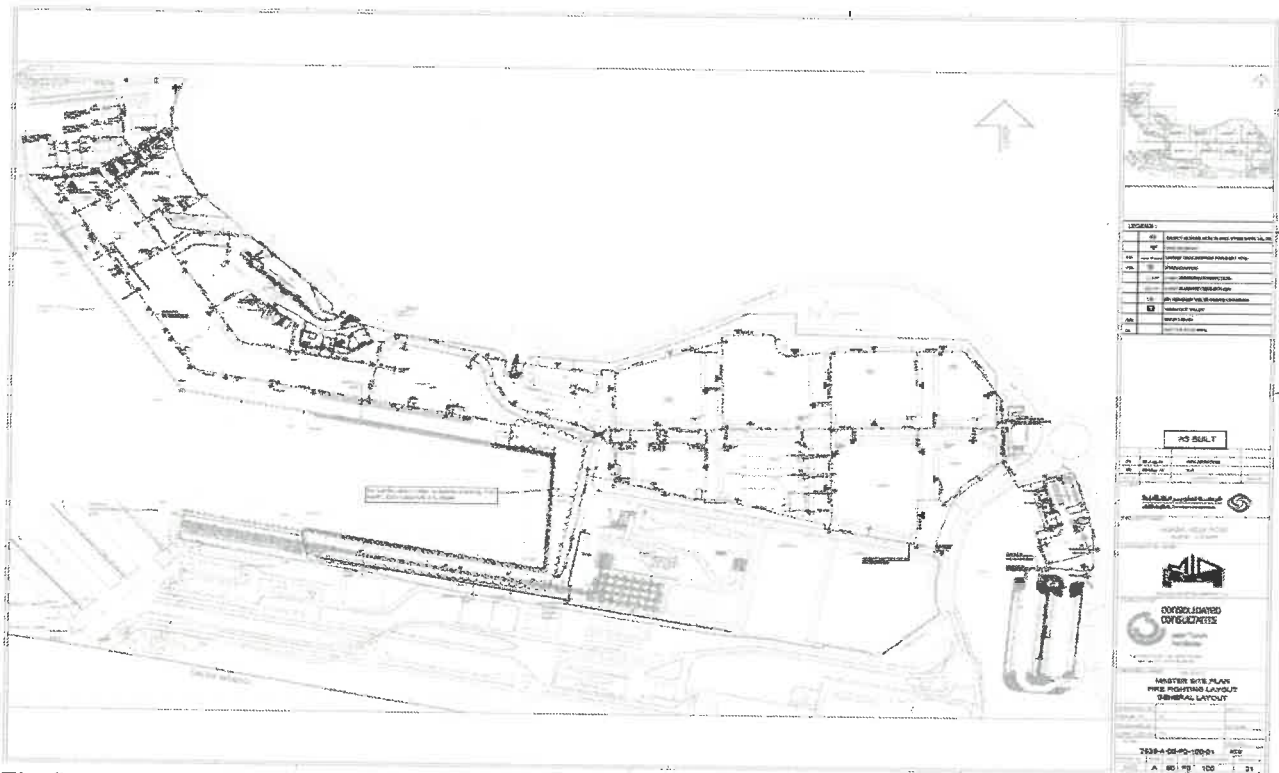
Project Area

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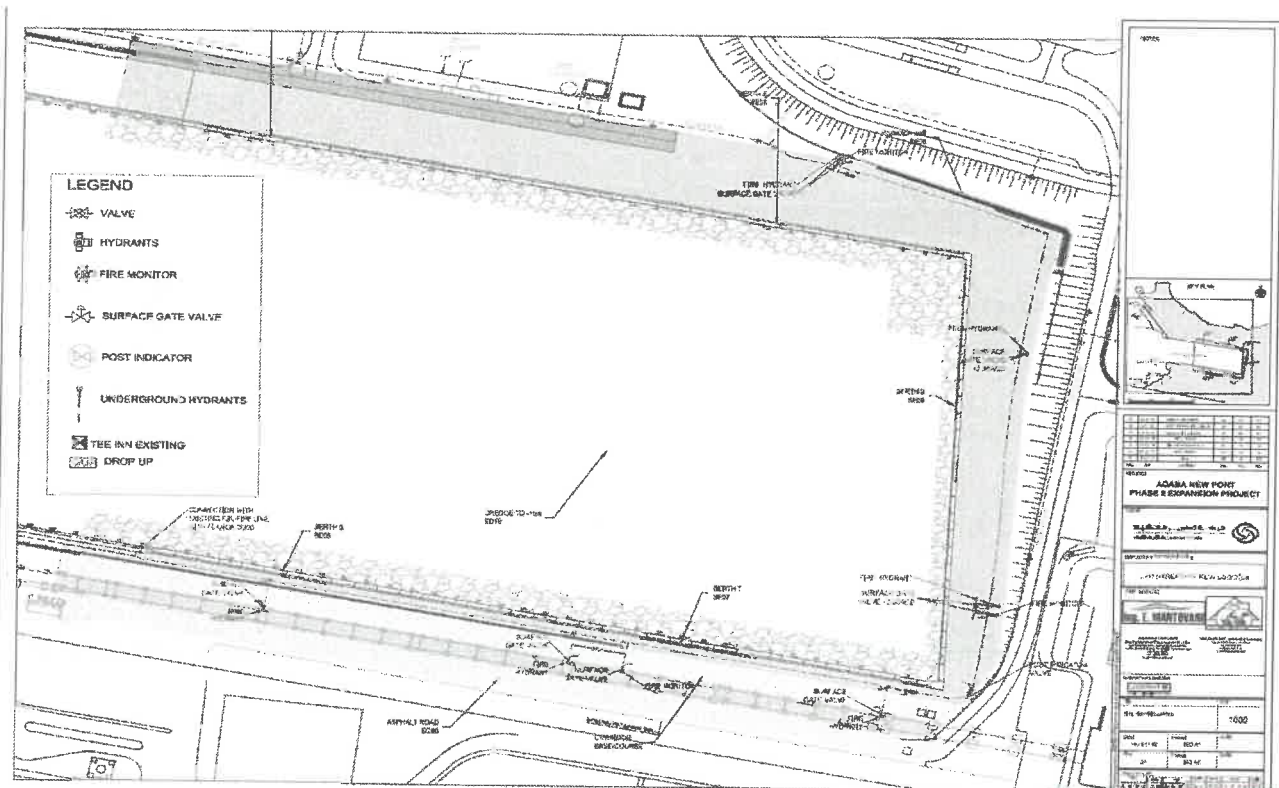
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Firefighting Layout



Firefighting Layout

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## Abeyance Opportunities for Improvement

Abeyance Opportunities for Improvement refer to the potential areas within an organization or system that have been identified for enhancement but are currently on hold or not actively pursued. These opportunities may arise from previous assessments, audits, or feedback mechanisms that highlight specific weaknesses or inefficiencies. While these areas present a chance for growth and development, they remain in a state of abeyance due to various factors such as resource constraints, prioritization of other initiatives, or the need for further analysis before implementation. Addressing these opportunities is crucial for fostering continuous improvement, as they can lead to increased operational efficiency, enhanced safety protocols, and overall better performance.

2019_JUL_03 Assessment and Recommendations for Upgrading Firefighting Systems in Warehouses: Addressing Design Deficiencies and Compliance with NFPA Standards			
Status	No Plan to Complete	Status Date	4 April 2022
Priority 2	Management Evaluation Required	Type	Major Capital
OFI Origin	PRC	External Ref.	NA
Findings/Description	<p>From the provided hydraulic calculations, we can conclude that the existing firefighting system is under-designed in the warehouses in particular. The firewater demand in the most remote area is approximately 1870gpm whereas the installed fire pumps are rated at 1500gpm.</p> <p>Rubber below couplings were noted on the discharge side of the fire pumps. These rubber bellows are not approved nor listed for fire protection use as per NFPA 20. Particularly on the high-pressure discharge side of fire pumps; using unapproved equipment will increase the potential for failure and reduce the reliability of the pumps.</p> <p>Fire pumps are the heart of the firefighting system and should be maintained in good operational conditions at all times.</p>		
Recommendations	<p>The existing firefighting system should be investigated and upgraded in line with the latest version of NFPA 13 &amp; NFPA 20 as required, including all aspects such as the design, installation and water tank capacity, fire pump set, etc.</p> <p>Only approved/listed equipment should be used, particularly on high-pressure discharge sides of the fire pumps as unapproved equipment may fail in this duty. Equipment used should be approved for pressure up to 150% of the closed head flow (maximum discharge) pressure of the pump and listed for this use. Steel braided couplings are usually more reliable and listed for this use. Flexible couplings should not be used for covering up misaligned pumps and pipework.</p> <p>In the meantime, the current firefighting systems should be maintained in good working conditions and regular inspection, testing, and maintenance should be conducted.</p>		
Client Response	Not discussed during the visit.		
July 2019			

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2019_JUL_03 Assessment and Recommendations for Upgrading Firefighting Systems in Warehouses: Addressing Design Deficiencies and Compliance with NFPA Standards	
2021 Feedback	This has not been addressed yet. Additional documents are to be provided for review and conformity of the fire protection system. The current fire protection system was designed by an approved consultant with approval from the civil defense. There is no rubber bellows installed on the fire pumps.
PRC Comments	The next visiting consultant to revisit the fire pump room and confirm the adequacy and reliability of the installed equipment.
Site Feedback 4 April 2022	The fire protection system was designed by an approved fire consultant, and it was approved and accepted by the civil defense at the time of construction. We may look into this in the future, as currently we have no plans to upgrade the existing fire protection system.
PRC Comments	Based on the site feedback, no further action is deemed necessary here.

2018_NOV_09 Enhancing Fire Sprinkler System Resilience: Seismic Bracing Requirements and Compliance with NFPA 13 for Closed Shed Storage Buildings			
Status	No Plan to Complete	Status Date	20 April 2022
Priority 4	Engineering Feasibility/Evaluation Required	Type	Major Capital
OFI Origin	PRC	External Ref.	18-11-09
Findings/ Description	<p><u>Summary:</u> Provide seismic bracing on the fire sprinkler system in closed shed storage buildings in accordance with NFPA 13 requirements. As a minimum, all main sprinkler lines should have longitudinal braces spaced no greater than 80 feet (24 meters) in the center and transverse braces spaced no greater than 40 feet (12 meters) in the center, four-way bracing should be provided at the top of all risers, vertical restraints should be provided at the end of all branch lines, sprinkler heads, and branch lines should be at least two inches away from impact with any object, long sprinkler head drops shall have adequate flexibility for differential movement between sprinklers and ceilings, and sufficient clearance should be provided around sprinkler pipes that penetrate through structural walls or floors. Where c-clamps are used for attachment of the piping to the structure, they shall have retainer straps, and under no condition should c-clamps be used for the attachment of bracing.</p> <p><u>Details:</u> Aqaba Port falls in earthquake zone-3 which is a moderate category of risk. Fire protection systems that meet current NFPA 13 bracing requirements have performed well during past earthquakes. Fire following an earthquake is a real issue, and sprinkler systems must be functional after the event to stop the spread of fire and reduce the potential for additional damage. Proper bracing and detailing are the most cost-effective ways of ensuring that the fire sprinkler system will be operational and available after an earthquake.</p> <p><u>NFPA 13: Standard for the Installation of Sprinkler Systems.</u></p>		
Client Response July 2019	We have contacted the contractor, and the system is non-seismic, we will discuss the possibility of changing into seismic.		
PRC Comments July 2019	This has been discussed with the site team, and we agreed to find the best solution to upgrade the existing sprinkler system.		
2021 Feedback	The existing automatic sprinkler system was designed by a local contractor and approved by the local AHJ. The seismic risk was not addressed at that time. We understand this requirement is based on international standards and hence, we are planning to engage a contractor to evaluate the cost of upgrading the existing system, and based on the investigation output, we will decide the next step.		
2021 Comments	PRC	This OFI remains under investigation until further updates from the site team.	

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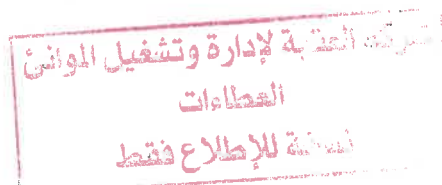
2018_NOV_09	Enhancing Fire Sprinkler System Resilience: Seismic Bracing Requirements and Compliance with NFPA 13 for Closed Shed Storage Buildings
Site Feedback 4 April 2022	The fire protection system was designed by an approved fire consultant, and it was approved and accepted by the civil defense at the time of construction. We may look into this in the future, as currently we have no plans to upgrade the existing fire protection system.
PRC Comments	Based on the site feedback, no further action is deemed necessary here.

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