THE HASHEMITE KINGDOM OF JORDAN

MINISTRY OF WATER AND IRRIGATION

JORDAN VALLEY AUTHORITY

Tender No (FARA/10/2026)

Engineering Services for the Master Plan for Water Systems in the Jordan Valley Including an Investment Roadmap

Engineering Services Contract

For the Provision of Engineering Services for the Master Plan for Water Systems in the Jordan Valley Including an Investment Roadmap

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Department: Jordan Valley Authority / Irrigation & Infrastructures Projects Directorate

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First party: The Employer: Ministry of Water and Irrigation / Jordan Valley Authority

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Second party: The Consultant:

Tender Number: FARA/10/2026

Date of signing the contract:

Duration of the Contract: (14) Fourteen Months

Accepted Contract Amount

Delay Damage: 250 JOD per Day

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Form of Contract Agreement of Provision of Engineering Services for the Master Plan for Water Systems in the Jordan Valley Including an Investment Roadmap

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Tender No.: (FARA/10/2026)

This agreement was made on.....Day.....Month.....year....., between the Employer:

.....as the first party,

Represented by

.....

And the Consultant: .....as the second party,

Represented by

.....

Whereas as the first party is willing to acquire technical services such as but not limited to studies, designs and preparation of the documents of tender to implement the project stated here-in-above, and

Whereas he had been accepted the proposal submitted to him by the second party, it was agreed between the two parties on the followings:

1. The words and phrases mentioned in this contract shall have the same meanings set forth in the Conditions of Contract for construction FIDIC contracts issued by the Ministry of Public Works & Housing in addition to the Definitions that provided in article (1) of the general conditions of this contract. In the event of any misinterpretation, the definitions of this contract shall be prevailing.
2. The documents listed here-in-below are an integral part of this contract, and as a whole, they shall be considered an integrated unit and the order of priority of the documents shall be according to the following sequence:

A. The Letter of Acceptance including the resolution of award.

B. Tender.

C. Instructions for the participants in the tender, Tender Invitation and addendums that are issued prior to the signing of contract.

D. The particular conditions of the contract.

E. Terms of reference.

F. General conditions.

3. A. The accepted contract amount in figures: ( ) Dinars.

In writing: ( ) Dinars.

B. Time for completion: (14) Months. In writing:

(Fourteen Months).

This shall include the period required for review and evaluation by the first party.

4. The second party agrees to carry out the preparation and the engineering services required from him under this contract and accomplishes and delivers them in accordance with the terms and requirements contained in this contract.

5. The first party agrees to pay the second party the amount of the contract (Remuneration) on the dates and in the manners specified in Appendix no. (1/B) hereto against providing the Engineering Services required by the second party under this contract.

According to what has been stated here-in-above, this contract was signed in the above-mentioned date.

First party The Employer	Second party The Consultant
Signature----------	Signature----------
Name ----------	Name ----------
Profession ----------	Profession ----------
Witnesses:	
Signature----------	Signature----------
Name ----------	Name ----------

General conditions of the engineering services contract

Article (1)

- Definitions:

The following words and expressions wherever mentioned in this contract shall have the same meanings assigned to them here-in-below, and the words that refer to persons or parties is including companies and other legal entities, unless the context requires otherwise:

The Government: Government of the Hashemite Kingdom of Jordan.

The Employer: The party referred to as the first party in this contract, as well as his legal successors who contract with the consultant to accomplish the engineering services covered by the contract, or any other party delegated by the employer to practice the powers and responsibilities of the first party provided that the consultant should be notified of this in writing.

Employer's representative: The person who is appointed by the employer to follow-up the work of consultant under this contract and have the powers that have been identified by the employer and the consultant should be notified of this in writing.

The Consultant : The Office (Engineers office, engineering firm, office or consulting firm), or a joint-venture referred to hereto as a second party and who was contracted by the employer to perform engineering services in accordance with this contract.

Engineering services: Preparation of studies, designs, construction tender documents and Drawings, technical specifications, bill of quantity, the general and particular provisions in accordance with what is specified in this contract as well as its appendices and special conditions.

Terms of reference : The objectives, goals, the scope of the required tasks, studies, basic data and information that provide a clear idea about the nature of the required engineering services.

Tender : The proposal submitted by the consultant to the employer for the accomplishment of engineering services under this contract.

Letter of acceptance : The Employer's official acceptance of the tender a long

with any additional conditions agreed by the two parties prior to the signing of the contract in accordance with the Resolution of the award.

Accepted contract amount: The total amount mentioned in the letter of acceptance for the performance of the required engineering services in accordance with the contract.

Contract amounts : The accepted contract amount in addition to any increase or decrease because of amendments that may occur on the contract.

Approval : The written or oral approval that followed by a written confirmation.

Duration of the contract: The time specified in Appendix No. (1/A) of this contract.

Duration of the work : It is the time for completion specified in the contract to perform the works of the contract which includes the time needed for review and auditing by the first party in addition to any justified extensions on the duration of the contract. Such extensions shall be calculated by the solar calendar and by the number of calendar days but not by days of business.

Documents : The documents that are included in this contract, which they shall be considered an integrated part thereto.

The site : Lands, premises and the sites identified by the employer or designated to complete the works subject of this contract, as well as any other places under the contract specifically considered as part of the site.

Provisional sum : The amount or amounts that are included in the Abstract of Remuneration and payment and earmarked for expenditure on any works or other services identified in the contract. A separate item shall be specified for any of them in the abstract of remuneration.

The Others : The persons of non-staff members.

Employee : The official, employee, representative or agent who works for the employer or his representative and including employees of government institutions or companies that the government contributes to.

Other payments : All fees, commissions, consulting fees, agents or any other fees whether direct and indirect or anything of a financial value paid or agreed to be paid by consultant or agreed to pay for "others", which includes but not limited to, a detailed description of these payments, whether paid or would have been paid directly or indirectly by the consultant or on his behalf, his consultants or by any of their employees, agents or representatives, with respect to the invitation to submit offers for the implementation of this contract or the bidding process, award to the consultant or the negotiations in progress in order to conclude the contract for implementation.

Illicit Payments : All amounts whether they were fees, commissions, fees of consultations, agents fees or others have been paid, directly or indirectly, or anything of a financial value, promises, commitments to pay such amounts, the offer these things, whether directly or through a mediator regardless whether this was done by the consultant or on his behalf, his subcontractors or on their behalf, any of their employees, agents or representatives which is paid to any official acting formally or informally, with respect to the invitation to submit offers for the implementation of this contract or the bidding process, award to the consultant or the negotiations in progress in order to conclude the contract for implementation.

Audit Committee : A committee composed of representatives from the engineering consulting offices qualified by the Government Tenders Department in conjunction with specialized engineers from the Ministry of Public Works and Housing and one representative or more of the competent party. They shall be officially nominated and assigned through a formal letter issued by the Minister of

Public Works and Housing. The functions of such committee shall be limited to the auditing of studies, designs and tender documents in all stages, and it shall convene its meetings in the building of the Ministry of Public Works and Housing.

With regard to the projects that are Audited in the other Ministries and Institutions, the Ministry of Public Works and Housing will be replaced with such Ministry or Institution, as well as the Minister of Public Works and Housing will be replaced with the Minister of such Ministry or whoever heads that institution.

Article (2)

- Description of work in the scope of the contract:

Description of the project must include the following:

A general description of the project: it must include a thorough and detailed description of all elements of the project and its requirements, and they should be sufficient to enable the consultant to be acquainted with the scope of the engineering services required under this contract.

Article (3)

- The ruling language and governing law

A. The contract shall be in Arabic, including all correspondence and relevant conditions, however, the specifications and bill of quantity, Drawings and technical reports might be in English and if a contract was made in Arabic and English, and a discrepancy occurred over the interpretation of the text, the version in Arabic shall prevail.

B. The Jordanian provisions of the laws, regulations and instructions in force, shall be applied upon the signing and they should be observed when applying to the conditions of this contract.

Article (4)

- Taxes and Duties:

1. Parties to the contract are subject to all laws, regulations and instructions in force in the Kingdom with respect to taxes unless the context of the contract provides otherwise.
2. The consultant shall pay the Revenue Stamps fees and fees of the University prior to the signing of the contract according in accordance with the applicable laws, regulations and instructions.

Article (5)

- Performance Guarantee:

Prior to the signing of the contract and after receiving the Resolution of award, the consultant shall provide the employer with a performance guarantee to ensure the performance of the engineering services and fulfill the obligations set forth under the contract for a period three months subsequent to the duration of the contract and the guarantee shall be by 10% of the accepted amount of contract issued by a bank or financial institution formally authorized and according to the Guarantee Form stated in the appendix no. (3). In the event that if it was necessary to extend term of the guarantee, the employer shall have the right to do so at the expense of the consultant for three months, subject to renewal for similar periods as the exigencies of the work requirements. The employer shall release guarantee as soon as he approves the final statement submitted by the consultant.

Article (6)

- Level of performance:

A. The consultant shall do his utmost to perform his duties required of the highest standards of professional practice and the use of qualified people in their respective fields of competence and experience, and he shall inform the employer with the names and experience of engineers who will be providing the engineering services.

If the employer found out that the level of professional performance of the technical staff is not compatible with the required level, he has to inform the consultant in writing, and the consultant, in this case, should to hire new technical cadres, if necessary, to rectify the situation and he has to reorganize of the Working staff in conformity with this requirement. The consultants

should take into account the observations required or guided by the employer or his representative in all matters related to the performance of the engineering services the subject of this contract.

B. If the consultant failed to provide the required level of professional services, it shall be considered a default, in this case, the employer shall have the right, after setting him a warning, to take the essential action to set the default straight and correct the errors. This procedure shall be conducted in accordance with Article (12) hereto.

Article (7)

- Validity of the contract, commencement, extension of work duration, delays in providing the required services:

A. Validity of the contract: The contract shall enter into force as soon as signed by the two parties.

B. Commencement date: The date of commencement shall be determined by written notice from the employer to the consultant promptly after the employer handing over the site or parts thereof to enables the consultant to start the work. This action must be set in a formal minute of meeting indicating the readiness of the site and any other impediments, if any. Such minutes of meeting should be signed by the employer or his duly authorized representative and consultant.

C. Extension of Time for completion:

1. In the event that the employer has requested additional engineering services and these services were of the kind that justifies the extension of the time of work in any stage of the project or in the case of any unforeseen circumstances affecting the progress of work, the employer shall discuss the situation with the consultant. Accordingly, the duration of the contract will be extended as a result of the extension of the duration of any stage of the work in line with these matters.

2. if the employer took time to review longer than what was stated in the schedules of the stages referred to in Article (16) afterward hereto, the duration of the work will be accordingly extended except for what was caused by a failure of the consultant to carry out his functions, the employer shall take into account not to extend the review periods in a

manner that would affect the consultant negatively, otherwise the employer shall, upon a request from the consultant, studies the damage he suffered and caused by the extension of the review period for purposes of compensation.

D. Delay:

1. If the consultant did not fully implement his commitments to accomplish the engineering services required under this contract and within the specific duration of work, and he was delayed in delivering the Drawings and tender documents, he shall pay a delay damage of ( ) for each unjustified day of delay. This amount shall be due to the employer, whether he suffered from a financial damage due to delay or not. In this case the employer shall have the right to deduct the amount from consultant's remuneration, guarantee or any retention. For the purposes of determining the amount of the delay damage, the total duration of the whole work of the contract in addition to the delay occurred shall be calculated together not each stage separately.
2. The maximum limit of delay damage should be (15%) of the accepted contract amount.

Article (8):

- Duties of the Consultant:

The consultant shall perform the duties stated in the terms of reference set forth in Appendix no. (2), attached to this contract, and prepared by the employer.

Article (9):

- Assignment and sub-contracts:

A. The consultant is not entitled to assign any part of this contract to others or entrusted to any sub-consultant to carry out any part thereof unless provided for in the contract documents and the employer is entitled to terminate the contract as a result of any such behavior in accordance with the provisions of Article (12) of this contract.

B. In all cases, the consultant shall obtain prior approval from the employer to carry out any work by any sub-consultant and he shall provide the employer with the information required for any proposed sub-consultant in terms of qualifications, experience and competence to carry out such work, as well as to submit the sub-contract of assignment intended to be signed between him and the sub-consultant. The consultant shall be fully responsible for all engineering services, and



any default or omission resulting from the work of the sub-consultant or his employees.

Article (10)

- Site investigations:

A. Unless the special conditions specified otherwise, contracting with a site investigation consultant with shall be done by a separate contract between the employer and the site investigation consultant to explore the site according to the following conditions:

1. Soil consultant shall be fully liable for the performance of his full tasks.
2. The task of the consultant (the second party in this contract) is to put a description of the work required for the site investigations (subject to the provisions of the approved code of site investigation). The consultant shall also monitor the course of the investigation during the process and provide the employer with an evaluation report on the process of the site investigation.

B. If the special conditions have stipulated that the studies and investigations of the soil shall be the responsibility of the consultant, then a prior approval from the first party should be obtained before contracting with a site investigation consultant.

Article (11):

-Variations and additional works:

A. The employer shall have the right to request to make any amendment he deems necessary to the program, quality or quantity of the engineering services or to provide additional engineering services, so as not to affect, these changes or additions, the validity of this contract. The defined of the remuneration for the additional works resulting from the increase in the value of the work, as well as the increase in time required more than was provided for in the contract agreement between the two parties in proportion with the nature of the additional works and the remuneration specified in the contract for the work and the various stages, regardless to the percentage of increase or decrease. In the case that the nature of the works covered by these changes and additional works was of the kind that requires the execution of services different from those included in this contract, in such case, the employer and

consultant should come into an agreement on the fees and allowances resulting from these changes, additional works and time required.

B. The consultant shall be committed to make the amendments required, after a written order by the employer and define a temporary fees and allowances for the consultant of such amendments, while a final agreement could be reached on fees.

Article (12):

- Default by the Consultant:

(12/A) : The consultant shall be considered in default if any of the following cases occurred during the performance of this contract:

1. Any unjustified delays occurred in the completion of the work, duties and performance of the services required.
2. If he has performed a work of a level does not commensurate with the practices and the norms of the profession of engineering or neglected his duties.
3. Failed to replace any of his employees contrary to the instructions specified in article (6) of this contract.
4. If he directed a sub-contracting of any portion of the tasks entrusted to him without the consent of the employer.
5. If did not adhere to the submission of a work that meets the basic requirements of the project.
6. If he became bankrupt, financially insolvent, or made a discharge for the benefit of his creditors.

The employer shall, in any of the cases stated for in paragraph (12 / A) above, has the right to terminate the contract under the following actions:

First : Direct of a preliminary warning to the consultant and offering him a period of time (21) days to remedy the failure.

Second : In the case of non-correction of the defect by the consultant, a second warning should be given with a period of (14) day to remedy defect.



Third : If the second warning period has passed without correction of the situation or taking serious and convincing actions to eliminate the reasons of the defect, the employer may terminate the contract and forfeiture of the performance guarantee or any part thereof, and accomplish the services required by his own staff or to entrust other consultants to carry out such services.

The consultant shall get paid for what he has completed of approved stages of the work up to date deducted thereof any differences in Remuneration for the cost incurred by the employer to complete the remaining stages, and these differences shall be calculated by the Committee mentioned in paragraph (12/B) of this article.

Forth : The employer shall have the right, in some special and emergency cases set forth in paragraph (12/C) to terminate the contract immediately and without notifications, and the consultant shall get paid in accordance with what has been stated for in paragraph III above.

(12/B) : If the employer, during the implementation of the works covered by this contract or after thereof, found out that there is a shortage or an error in the study that would cause a hazard to the building or a significant increase in the cost of the constructions tender's amount due to the default of the consultant or his staff, the employer shall address the Minister of Public Works and Housing demonstrating the default of the consultant and request to form a technical committee comprising of experienced and competent members to determine his responsibility as follows:

1. The Director of the Government Tenders Department or whoever delegated him in writing –Chairman of the Committee.
2. An engineer Delegate of the Ministry of Public Works and Housing.
3. An engineer Delegate of the Jordanian Engineers Association.
4. An engineer Delegate of the order of the engineering consultants
5. An engineer from the Audit Bureau.

This committee would examine all the dimensions of the problem, and communicate and coordinate with the concerned authorities and submits its recommendations to the Minister of Public Works, which shall contain precisely the responsibility of the

consultant. If the decision of the committee was adopted, in a majority or unanimously, holding the consultant responsible for the errors and defects, the Minister accordingly shall issue a binding resolution to consultant urging to correct the failure and also holding his responsible for all the financial consequences thereof.

(12/C) : The special and urgent cases set forth in paragraph (12 / A / IV) shall be specified in the following:

1.

2.

3.

These items were left blank to be filled out by the employer, if needed, and according to the nature of the project.

Article (13):

- Termination of the contract by the employer:

The employer may, at any time, terminate the contract for reasons other than those stated in article (12/A) subject to the fully payment the consultant's remuneration for works accomplished and approved for the previous stages of work, and considering the works of the stage that has been terminated in are accomplished works and the relevant remuneration should be paid in full, in addition to a rate of 10% of the value of the remaining stages of work, which the consultant did not start working on yet. The employer shall not be entitled to terminate the contract under this article to carry out the work by himself or by another consultant.

Article (14):

- Termination of the contract by the Consultant:

A. If the employer did not issue the order of commencement within (90) days from the date of signing the contract.

B. In the event that the employer did not comply with his commitment to pay the consultant his installment after (60) days from its due date.

C. If the employer bankrupted or suffered from an economic crisis prevented him from continuing with the implementation of the contract.

Based on what here-in-above stated, the consultant shall be entitled to request the employer to issue an order of commencement, fulfill the payment due within ten days of the expiration of the period specified in paragraph (A) or paragraph (B) above. If the employer did not issue an order of commencement, direct payment due to the consultant during the ten days or bankrupted pursuant to paragraph (C) above, the consultant shall have the right to terminate the contract and ask the employer for a adequate damages as a result of the breach of the contract by the employer and the reactivation of this contract shall be subject to the consent of the two parties.

Article (15):

- Responsibilities of the employer:

1. Provide the initial requirements, information and documents available to him to the consultant, including the plans of land and the recent organizational plans, but he is not obliged to provide any Drawings or documents entrusted to the consultant to obtain thereof under the contract, provided that the invitation of tender shall include the information and documents available to the employer.
2. Delivery of the project site with all its border to the consultant in a manner enables him to start his task in the preparation of studies and / or designs.
3. Designation of appropriate experienced engineer to represent him in the coordination process with the consultant and assist the consultant in obtaining the information mentioned above.
4. Assisting the consultant to facilitate his task in obtaining the permits of entry or permits of work and permits of residence of any of his employees who's their contracts of employment requires doing so.
5. To provide the consultant with his due payments on the dates specified under this contract.
6. Payment of the remuneration of the "site investigation consultant" (unless otherwise agreed under this contract).

Article (16):

- Terms and stages of work:

The consultant and the employer shall be committed, according to their respective responsibilities, to follow the time schedule set out in Appendix No. (1 / A) of these conditions and in accordance with the stages set forth in this schedule to provide the engineering services for the works covered in the contract. Knowing that if the consultant has delivered works of inappropriate level, at any stage of work, and substantial amendments and remarks have been made thereof, the period required for the implementation of such amendments and remarks shall be considered from the period assigned for the consultant in pursuance with the schedule and he has to make it up in the subsequent stages.

The employer may, if he believes that those remarks do not allow to proceed to the next phase, prevent the consultant from moving to the next stage until the completion of these remarks and the consultant should be fined if such delay is not made up in the subsequent stages as stated in Article (7 / D). The employer must determine the period of reviewing the works of the various stages, which is after the expiry of such period, the work of this stage would be considered approved if the consultant has not been notified of the remarks of the employer.

Article (17) – Remuneration:

A. The consultant shall get paid for the design and preparation of tender documents for all the works provided for in this contract and in accordance with the rates set forth in Appendix No. (A/B) of these conditions.

B. The employer must pay the consultant his interim payment during the period of (30) days from the date of delivery of a certificate of payment. In the event of the final payment during the period of (60) days from the date of its delivery under a certificate of payment submitted by the consultant to the employer. If the employer delayed the payment of installments due during the periods mentioned in this paragraph, he has to pay the consultant the legal interest on all amounts unpaid as of the end of the deadline for payment.

Article (18):

- Training the of the employer's personnel:

The employer shall have the right to select an appropriate number of employees to send them to work with the consultant's staff for training of the studies according to a program agreed upon between the two parties and the employer shall pay their salaries and benefits.

Article (19) - Settlement of disputes between the employer and consultant:

Any dispute or discrepancy arising from this contract shall be settled by one of the following methods:

(19/1) - Amicable settlement:

A. If a notice was issued by any party in which he expresses his desire to settle the dispute amicably, the other party shall, within the period of (14) days from the date of receipt of such notice, send a written response to the sender of the notice in which he expresses his acceptance for an amicable settlement or to reject it.

B. The amicable settlement proceedings begin when the other party agrees to accept the invitation to amicable settlement.

C. If the other party refused the amicable settlement, or if he did not sent any reply to the sender of the notice during the period of (14) days set forth in item (A) of this paragraph, the request for an amicable settlement shall be considered as if it does not exist. In this case, both parties may commence on the arbitration.

D. The amicable settlement should be undertaken by one or more conciliators with experience in the same field of work of this contract and in accordance with what the two parties agreed upon. In the case that the two parties did not come to an agreement on the name of the conciliator(s), they may agree that another person or institution appoints the conciliator(s).

E. The conciliator may, in all stages of the amicable settlement, request from any of the two parties to provide the necessary information, facts, causes, documents, deeds or any other evidences, and the conciliator shall assist the two parties to reach amicable settlement for their dispute in a manner of an independent, impartial, and should be guided by the principles of objectivity, integrity and justice.

F. The two parties and the conciliator shall maintain the confidentiality with respect to the amicable settlement procedures, including the settlement agreement, unless publishing same is necessary for the purposes of implementation and application.

G. If the two parties reached agreement to settle the dispute amicably, they shall prepare and sign the agreement, and such amicable agreement shall become binding to both of them.

H. The procedures of the amicable settlement shall come to an end upon the signing of the agreement by the two parties, or after (30) days on the date of acceptance of the parties to the proceedings of the amicable settlement without having a consensus on the conciliator, or after (60) days from the date of the agreement on the conciliator, or the date of his appointment without reaching a settlement agreement, or by a written notice issued by the conciliator, indicating that there was nothing to justify the continuous efforts of the amicable settlement, or a written notice issued by the two parties or either of them to the other and to the conciliator to end the amicable settlement procedure. In all cases, the conciliator shall submit a report containing all the facts and evidences on the subject of dispute during his work as a conciliator and hand it over to the two parties along with the minutes of the meeting of the conciliation.

I. The two parties may not, during the amicable settlement procedure, commence on any arbitration or jurisdiction.

(19/2) - Arbitration

In the case of failure to reach an amicable settlement in accordance with the provisions of Article (19/1) here-in-above, then the attribution shall be an option for the dispute settlement in accordance with the Jordanian Arbitration Law in force. The arbitration shall be held in Amman, Jordan, in the language of the agreement. The arbitral tribunal shall consist of three arbitrators, all of whom shall be appointed in accordance with the aforementioned rules. The decision of the arbitral tribunal shall be final, binding, and conclusive for the parties. Unless the contract has been abandoned, cancelled, or terminated, the consultant shall continue to proceed with the work in accordance with the contract.



Article (20):

- Change in legislations:

A. Any additional amounts due to the State Treasury and required to be paid by the consultant as a result of change in legislations or impose any duties or new taxes after the date of deposit of tender offers should be paid to him

B. If any official reduction has been made to any of the duties and taxes mentioned in paragraph (A) above after the date of deposit of tender offers, then the first party shall have the right to deduct these reductions from the benefits of the consultant.

Article (21):

- Notarial notifications:

There is no need for the exchange of notarial between the two parties to exercise any of the contractual or legal rights, and any registered letter sent from either party to the other's address stated hereto shall be considered as a notarial notification in all cases.

Article (22):

- General provisions:

A. The consultant shall take into account the provisions of organization in the project area and comply with the requirements of codes in force on commencement of work and obtain the consent of the competent authorities as well as the required permits for the project.

B. The consultant shall adhere to the program requirements and cost estimated upon the preparation of project designs.

C. All drawings, tender documents and information relating to the project are property of the employer and the consultant is not entitled dispose of any of them in any way without a written consent from the employer to do so.

D. If there is any error or lack of drawings or tender documents whether in the stage of the preparation of drawings and documents or in the actual implementation stage of the project, the consultant shall urgently correct the error or complete the lack with no fee to be paid.

E. The consultant shall be committed to perform presentation of the studies in the first and / or the second stage of work.

F. The consultant shall abide by the provision to use the local materials and industrial products as possible in the preparation of tender documents in all

cases where such material or products are in conformity with the specifications, as well as in projects that require the use of imported materials the employer shall take prior approval to use these materials and indicate that in the contract documents.

G. The headings: - Headings shall not be an integral part of the contract, and they shall not be taken into account when interpreting the provisions of the contract or their content.

H. Singular and plural: - The singular could be referred to the plural and vice versa in accordance with the (presumption) appropriate context.

I. The employer may issue his approval or non-approval of the various stages of the work as follows:

1. Approval without any conditions.
2. A conditional approval coupled with remarks that allow the consultant to move to the next stage, provided that these remarks should be implemented in the next stage. In this case, a retention proportion of the due payment for this stage shall be held until the implementation of the observations. The percentage of this retention should not exceed the 10% of the value of the installment due for this stage provided that the payment of such retention should be made upon the completion of the remarks within the next stage of work.
3. In the case of Non-approval of the stage, sufficient reasons to justify the rejection should be provided.

J. Sales tax: The price offered shall include the General Sales Tax and no separate item will be allocated for the tax.

K. The local consultant is requested to fill out the attached tables (1, 2, 3) connected to the institutional status, heads of specialization, their assistants and magnitude of commitment and any one does not fill out these tables his offer will be subject to rejection.

L. Identification of qualification requirements and technical evaluation of this project, in the special conditions (if requested).

M. The employer shall have the right to verify, the manner he deems appropriate, the accuracy and authenticity of the information and documents provided by the consultant.

N. The consultant shall comply with instructions issued by the Ministry of Public Works and Housing and the Jordan Engineers Association with respect to the work of structural, architecture, electrical, mechanical and otherwise.

O. The civil and legal responsibility of the engineer, designer and/or supervisor in accordance with what stated in the articles (788), (789), (790) of the Jordanian Civil Law No. (43), for the year 1976 regardless to what is contained in this contract in this regard.

P. The consultant shall certify all Drawings for the project, the subject of the contract, by the Jordanian Engineers Association, and submits to the employer what proves that the Association's fees due on this project have been paid.

Q. Illicit payments:

1. The consultant fully declares and undertakes to the first party in appendix no. (6) that he did not pay or promise to pay any of the illicit Payments directly or indirectly regardless whether paid by the Consultant or on his behalf or by his sub-consultants or on their behalf or any of their staff, agents or representatives to the First Party, this includes without limitation any "official" regardless whether he is acting in an official capacity or not, in connection with the Invitation to submit the offers for the execution of this Contract, the Bidding/Auctioning process itself, the award to the consultant, the negotiations to sign the Contract or for its actual execution.

The consultant also undertakes not to give or promise to give such illicit payments directly or indirectly whether made by the consultant or his Sub-consultants or their staff, agents or representatives to any "official" in connection with the amendment, renewal, extension or execution of this contract.

2. In case of any violation or breach of the provisions of paragraph (Q/1) the first party at his own option and discretion may take all or any of the following actions:

A. Terminate this contract taking into consideration the provisions of article (12/A) of this Contract.

B. Deduct from the payments due to the consultant under this contract, an amount equals to (two times) the amount of the illicit payments.

C. The consultant shall be demanded to pay promptly to the first party an amount equal to (two times) the amount of the illicit payments and the Consultant declares in accordance with this Clause that he irrevocably agrees to promptly respond to such claim taking into consideration paragraph (Q/4) below, the two parties declare that the total amounts to which the First Party is entitled to receive under this paragraph (Q/2), shall not exceed (two times) the amount of all illicit payments.

3. The consultant agrees to ensure all agreement he makes with the sub-consultants or suppliers relating to this contract and with articles similar to those provided for in paragraphs (Q/1) and (Q/2) hereinabove, (provided that these article not to be less intensity than the two article referred to) and on condition that these provisions shall clearly indicate to the right of the first party in the application of the provisions of these articles directly against any of those sub-consultants or suppliers. The consultant further agrees to promptly provide the first party with identical to original and complete copies of such agreements directly upon signing such agreements with proofs that such articles are included.

4. No one may allege that the text of the here-in-above mentioned article legalizes any of the illicit payments if such payment are prohibited by the applicable laws and regulations, and the rights of the first party stated under the article hereinabove are in addition to any other rights of the first party incurred by the consultant or any other party under the applicable laws and regulations enforce in the Kingdom.

5. The text of the abovementioned article and all its paragraphs shall be valid and operable even after the termination of this contract.

R. The Other Payments:

1. The consultant fully declares and undertakes to the first party in appendix no. (5) attached hereto that he acknowledges the "other payments" that he paid or agreed to be paid to "the others" and the consultant shall present a detailed description of these payments and the reasons of such payment whether paid of shall be paid directly or indirectly by him, on his behalf, by sub-consultants or on their behalf or any of their staff, agents or representatives in connection with the Invitation to submit the Bids for the execution of this Contract, the

Bidding/Auctioning process itself, the award to the consultant the negotiations to sign the Contract or for its actual execution.

The consultant also undertakes to promptly give the first party a written Declaration in case if there are other payments and to provide a detailed description explaining the reasons of these payments on the date of payment or on the date of his commitment to pay such payments whichever earlier.

2. In case of any violation or breach of the provisions of paragraph (R/1) the first party at his own option and discretion may take all or any of the following actions:

A. Terminate this contract taking into consideration the provisions of article (12/A) of this Contract.

B. Deduct, from the amount due to the consultant under this contract, an amount equals to (two times) the amount of the prohibited payments.

C. The consultant shall be demanded to pay promptly to the first party an amount equal to (two times) the amount of the other payments and the Consultant declares in accordance with this Clause that he irrevocably agrees to promptly respond to such claim taking into consideration paragraph (R/4) below, the two parties declare that the total amounts to which the First Party is entitled to receive under this paragraph (R/2), shall not exceed (two times) the amount of all other payments.

3. The consultant agrees that he ensures all agreement he makes with the sub-consultants or suppliers relating to this contract shall include articles similar to those provided for in paragraphs (R/1) and (R/2) hereinabove, (provided that these article not to be less tense than the two article referred to) and on condition that these provisions shall clearly indicate to the right of the first party in the application of the provisions of these articles directly against any of those sub-consultants or suppliers. The consultant further undertakes to promptly provide the first party with complete copies identical to original of such agreements directly upon signing such agreements and to present what approves that such agreements included such articles.

4. No one may allege that the text of the here-in-above mentioned article legalizes any of the other payments if such payment are prohibited by the applicable laws and regulations, and the rights of the first party stated under the article

hereinabove are in addition to any other rights may be the duties of first party toward the consultant or any other party under the applicable laws and regulations in the Kingdom.

5. The text of the abovementioned article and all its paragraphs shall be valid and operable even after the termination of this contract.

Article (23):

- Discharge Statement:

Upon the submission of the final statement, the consultant shall give the employer a Discharge Statement proves that the statement of the final payment is considered as a full and final settlement of all amounts due under the contract. The discharge statement is required not to take effect only after receipt of the amounts payable to him under this installment.

Article (24):

- Notifications:

All notifications and correspondence issued by the employer to the consultant and those of the consultant sent to the employer shall be executed in accordance with the provisions of the contract, either by registered mail, deposited in the main office of each party, or to be sent to any other address designated by each party for this purpose. The addresses should be written down as follows:

The employer address:

Jordan Valley Authority (JVA)

P.O. Box 2769

Amman-11181-Jordan

Tel: 5689400

Fax: 5604161

.....

.....

The Consultant address:

.....

.....

Appendix of the contract No. (1 / A)

Timeline

The implementation timeline for this assignment shall consist of a total of twelve (12) months of effective technical work, corresponding to the three phases outlined in the indicative table below. In addition, a revision period shall be allocated after the completion of each phase for the Client's review, comments, and approval, as specified in the "JVA Revision Duration" column of the indicative timeline. Accordingly, the total contract period, including implementation and review periods, shall be fourteen (14) months. The estimated implementation period is from 1 October 2026 until 1 December 2027.

The Consultant shall submit a detailed work schedule as part of the Technical Proposal. This schedule must align with the phases outlined below and include time for internal reviews, feedback integration, and consultations with the Client and relevant stakeholders. The work plan will be refined and finalized in the Inception Report.

An indicative timeline is provided below:

Phase Description	Submission Due Date (Weeks after commencement)	JVA revision duration (Weeks)
Contract signature and mobilization	-	-
Phase 1: Inception Phase	6	2
Phase 2: Conceptual and Diagnostic Assessment Phase	34	3
Phase 3: Master Plan and Investment Program	48	3

Appendix of the contract No. (1/B)

Terms of Payment

Payments for the consultancy services shall be made on a deliverable-based and phase-based schedule and strictly in accordance with the approved Financial Offer and the corresponding level of effort for each phase and deliverable. Payments shall be released only upon the successful submission of each deliverable, official written approval from the Client and following to the Quality Assurance requirements of the Client.

1. Payment Schedule:

- **10% Advance Payment upon contract signature and submission of advance payment guarantee for the contract.**
- **20% Upon submission and official approval of the Inception Report.**
- **30% Upon submission and official approval of the Conceptual and Diagnostic Assessment Phase.**
- **40% (Final Payment) Upon submission and official approval of Final Master Plan and the Investment Program together with all models, tools, datasets, training materials, presentations, and handover documentation.**

***Note: All of the above-mentioned percentages will be taken from the value of item No. 1 (Lump Sum) under Appendix to contract No. (6), which relates to the "Remuneration for the provision of the engineering services, provision of necessary capacity building, the preparation of studies, designs, drawings, and preparation of all the required reports". Therefore, the provisional sum items will not be included into the payments' percentages indicated above.**

2. Payment Conditions:

- **Payments shall be released only upon the successful completion of each deliverable as defined in the Terms of Reference and the Consultant's approved work plan.**
- **Each payment shall be made after the Client has completed its technical review and has issued official written approval confirming that the deliverable is satisfactory, complete, in full compliance with the required standards, and includes any supplementary documentation required under the contract.**
- **Partial or interim submissions that do not meet the required standards shall not trigger any payment.**
- **The Advance Payment represents the first installment of the Contract Price and shall not be subject to separate recovery or deduction from subsequent milestone payments. The remaining milestone payments set out in this Contract constitute the balance of the Contract Price. The Advance Payment Guarantee shall remain valid until the advance payment has been fully earned through**

performance in accordance with the Contract or until its release in accordance with the terms of this Contract.

- **Prior to the advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Appendix of the contract No. (5). Such guarantee shall be provided as a bank guarantee in favour of the Employer as beneficiary. It must be acceptable to the Employer. The original of the guarantee shall be sent to the Employer.**
- **The advance payment will only be done, after the contract will come into force.**
- **An advance payment guarantee is required regardless of the amount based on the following terms:**

1- Issued in Jordanian dinars and from a Jordanian bank.

2- Advance payment guarantee shall expire latest on the date when the advance payment has been fully set off;

- **The Employer will return the advance guarantee immediately following its expiry.**

3. Review and Approval Process:

- **The Client shall review each submitted deliverable within the specified review period indicated in the Timeline section of this ToR.**
- **The Consultant shall address all comments, revisions, and required clarifications before resubmitting the deliverables for final approval.**
- **Payment shall only be processed once the final, revised version is formally approved.**

4. Documentation Required for Payment:

- **Prior to each payment, the Consultant shall submit the approved final deliverable together with any supplementary documentation required under the contract.**
- **Expenditures under the provisional sums shall be paid separately and only upon prior written approval by the Client and submission of full supporting documentation; such expenditures shall not affect or replace payments for core deliverables.**
- **Final Payment shall be released only upon submission and approval of the Final Master Plan and the Investment Program together with all models, tools, datasets, training materials, presentations, and handover documentation; and full delivery of all contractually required materials in editable and native formats.**

Appendix of the contract No. (2)

Request for Proposal (RFP)

Chapter One: Qualification Criteria of the Consultant, Technical Proposal and Financial Offer:

1. Qualification Criteria of the Consultant:

- Financial Capacity:

The Consultant shall demonstrate the financial capacity and comply with the minimum requirements stated below:

Criterion	Requirement
Turnover annually	Average annual turnover over the five year period preceding tender submission (2021-2025) shall have been at least *JOD 1,500,000.00*

In the case of a JV (Joint Venture), all members combined must satisfy the Financial Capacity requirement.

Each member of a JV (Joint Venture) shall meet not less than 40% of the turnover requirement, while the leading member shall meet not less than 60% of the turnover requirement.

This financial capacity shall be supported by copies of audited financial statements (balance sheets including all related notes, and income statements) for each required period, as indicated above, complying with the following conditions.

A. **All such documents shall reflect the financial situation of the Consultant and not sister or parent companies;**

B. **Historical financial statements must demonstrate that they have been audited by a certified accountant;**

C. **Historical financial statements must be complete, including all notes to the financial statements;**

D. **Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).**

Financial data shall be expressed in Jordanian Dinars.

- Professional Capacity:

The Consultant shall meet the following minimum criteria and shall demonstrate it in his proposal:

a) **The number of permanent staff of the Consultant currently working in fields related to this contract must be at least fifteen (15) for each of the last three years (2025, 2024 and 2023).**

In the case of a JV (Joint Venture), all members combined must satisfy the Criterion (a), and each member must have at least seven (7) permanent staff currently working in fields related to this contract for each of the last three years (2025, 2024 and 2023).

- Technical Capacity:

The Consultant shall meet the following minimum criteria and shall demonstrate it in his proposal:

a) **Successful experience as sole consultant, leader of a Joint Venture, or Joint Venture member in the execution of at least 10 individual (separate) reference projects which were finalized in the last 15 years in the water and wastewater sector with minimum 4 references of each liable JV partner. If the project is still under implementation, a minimum of 50% must be implemented and paid:**

   - **Five (5) individual studies and/or designs services contracts (reference projects) completed within the fifteen (15) years period prior to the deadline for submission of the Proposals, implemented in the water and wastewater sector in Jordan with a contract value ≥ 0.8 MJOD for each reference contract.**
   - **Three (3) individual services contracts (reference projects) completed within the fifteen (15) years period prior to the deadline for submission of the Proposals, for the provision of feasibility studies in the water and wastewater sector.**
   - **One (1) individual services contract (reference project) completed within the fifteen (15) years period prior to the deadline for submission of the Proposals, for the provision of master plan studies in the water and wastewater sector.**
   - **One (1) individual studies and/or designs services contracts (reference projects) completed within the fifteen (15) years period prior to the deadline for submission of the Proposals, implemented in the Agricultural and/or Irrigation sectors.**

b) **In addition, the bidder shall include list of reference projects completed within the fifteen (15) years period prior to the deadline for submission of**

the Proposals, implemented in the water and wastewater sector in Jordan as related to the project context.

2. Technical Proposal:

The technical proposal submitted by the participant constitutes one of the two main components that together form their complete bid for this tender. The technical proposal contains two sections:

1. The participant's technical qualifications.

2. The Methodology.

The following is a detailed statement of the minimum information and documents that the engineering firm is required to submit within these sections:

1. Technical Qualifications: Within this section, the participant is required to submit Presentation of the Applicants: Complete Companies profile including type of entities, ownership structures, number of employees (permanent / temporary in total), main business areas as they apply to this project, and Organizational Structures, including at a minimum:

A. An overview of the engineering firm:

The participant must submit, within this section, the documents, certificates, and licenses obtained that qualify them to proceed with this tender, in addition to certificates of appreciation or awards.

B. Evaluation of Key Experts (60%):

The qualifications and experience of the proposed Key Experts will form a major component of the technical evaluation. Each Key Expert shall be assessed against the minimum requirements specified in the Terms of Reference (TOR), as well as the depth, relevance, and quality of their professional experience. The evaluation of Key Experts will focus on the following criteria (Total Points 60%):

1. **Educational Background**
2. **General Professional Experience**
3. **Specific Professional Experience**
4. **Leadership and Management Coordination Skills**
5. **Regional Experience and Language Skills**

- **Each Key Expert must meet all mandatory minimum requirements specified in the ToR; failure to do so will result in disqualification of the relevant expert.**
- **Curriculum Vitae (CVs) must be signed, dated, and provide clear evidence of how the candidate meets all qualification criteria. In addition, the supportive documents including practical experience and academic (qualification) certificates shall be submitted along with the CVs.**

- **Only Key Experts will be evaluated and scored individually, while Non-Key Experts will be assessed collectively under methodology and team composition criteria.**
- **The Client may request clarifications or supporting documentation on submitted CVs or evidence of qualifications.**
- **The total 60% allocated for Key Experts will not be distributed equally across all the Key experts, as such certain Key Experts will receive higher weighting based on their relative importance to the assignment. Weights for each Key Expert are specified in the Summary of Technical Evaluation Criteria and Weighting Sheet and should be carefully reviewed by bidders.**
- **Full points should be awarded to each criterion only when the expert fully satisfies all requirements for that criterion. If the expert meets the requirement partially, points shall be allocated proportionally based on the level of compliance.**
- **Given that the Specific Professional Experience is evaluated against multiple technical areas; each technical area under the specific experience criteria will be evaluated equally.**

2. <u>Methodology:</u>

The Consultant shall adopt a multidisciplinary, evidence based, and participatory methodology for preparing the Master Plan for Water Systems in the Jordan Valley Including an Investment Roadmap. The methodology shall integrate engineering, agricultural, environmental, economic, institutional, and social dimensions in a consistent and comprehensive approach. It shall be rigorous, transparent, and aligned with national policies, international best practices, and the requirements of JVA.

In line with the ToR, the methodology shall incorporate the following core elements: engineering and systems analysis; water resources planning and modelling; agricultural and irrigation analysis; socio-economic and economic assessments; financial and fiscal modeling, environmental and social risk screening; and participatory stakeholder engagement.

The Consultant shall present the full methodology including but not limited to detailing analytical tools, models, assumptions, data sources, stakeholder engagement processes, and implementation plans in the Technical Proposal and refine them in the Inception Report.

The Consultant's proposed methodology will be evaluated on the basis of its clarity, relevance, feasibility, and alignment with the objectives and scope of the assignment. The evaluation will assess how well the Consultant understands the requirements of the project, the challenges of the Project Service Area, and the technical, institutional, and environmental context of agriculture and reclaimed water use in Jordan.

The methodology shall be evaluated according to the criteria below (Total Points 40%):

1. **Understanding JVA mandate and vision (5%)**
2. **Understanding of the Assignment and Context (6%)**
3. **Overall Methodological Approach (5%)**
4. **Technical Methods and Analytical Tools (5%)**
5. **Stakeholder Engagement and Consultation Strategy (3%)**
6. **Work Plan and Staffing Schedule (10%)**
7. **Resource Adequacy and Mobilization (4%)**
8. **Risk Management and Quality Assurance Measures (2%)**

3. <u>Financial Offer:</u>

The financial offer constitutes the second component of the bid that each participant is required to submit for this tender. For the purposes of this contract, the financial offer is defined as the total amount for providing the required services to the Jordan Valley Authority, along with submitting a detailed price schedule.

The financial offer must be included in the bid submission in a separate envelope clearly marked "Financial Offer".

The participant is bound by their financial offer for a period of (120) one hundred twenty calendar days from the date of submission.

4. <u>Evaluation of Bids:</u>
The bids submitted by participants for this tender will be evaluated according to the following mechanism:

1. After receiving all bids from participants, the completeness of the required documents for participation in this tender, as outlined in Clause (1) of Chapter Two of this RFP, will be verified. Any bid lacking any of the required documents will be disqualified.

2. The technical bids will be opened, evaluated, and scored according to the following table:

Summary of Technical Evaluation Criteria and Weighting

Section	Criterion	Weight (%)
Technical Methodology	Understanding JVA mandate and vision	5%
	Understanding of the Assignment & Context	6%
	Overall Methodological Approach	5%
	Technical Methods & Analytical Tools	5%

	Stakeholder Engagement & Consultation Strategy	3%
	Work Plan & Staffing Schedule	10%
	Resources Adequacy & Mobilization	4%
	Risk Management & QA/QC Measures	2%
Subtotal –Technical Methodology		40%
Key Experts	Team Leader / Water Resources Specialist	13%
	Expert 1: Hydraulic & Water Systems Modelling Specialist	6%
	Expert 2: Crop and Irrigation Specialist	6%
	Expert 3: Wastewater Reuse Specialist	5%
	Expert 4: Agriculture Economist	5%
	Expert 5: Soil and Land Specialist	5%
	Expert 6: Economist	5%
	Expert 7: Environmental and Social Specialist	5%
	Expert 8: Hydrologist	5%
	Expert 9: Financial Analyst & Infrastructure Investment Specialist	5%
Subtotal – Key Experts		60%
Total Technical Score		100%

3. A technical proposal with a score below 70% will not be qualified.

4. The financial bids of the participants will then be opened and evaluated. The lowest financial bid will receive full marks (100%), and the financial bids of the other participants will be calculated proportionally to the lowest financial bid.

5. After the evaluation of the financial and technical bids, the final score for each participant's bid will be calculated by allocating 30% of the score to the financial bid and 70% to the technical bid.

5. <u>Financial Guarantees:</u>

<u>First: Bid Bond</u>

All participants wishing to compete in this tender must submit a certified check or financial guarantee (bid bond) with their bids in the amount of (25,000 Jordanian Dinars / Twenty Five Thousand Jordanian Dinars) payable to the Jordan Valley Authority/Ministry of Water and Irrigation. The guarantee must

be issued by a bank licensed to operate in Jordan, valid for (120) one hundred twenty days from the date of bid submission, and payable on first demand, regardless of any objection by the participant. This is as follows:

1. Any bid that does not include the certified check or financial guarantee specified above will be disqualified.

2. Financial guarantees will be refunded to participants as follows:

a. Those whose bids were not awarded within (120) days of the bid submission date.

b. To those whose offers have expired and who do not wish to extend them based on their written request, and in this case their offers will be excluded.

3. The financial guarantee or certified check submitted by the successful bidder will be retained until the contract is signed. The bidder is obligated to extend the validity of this guarantee until the contract signing date.

4. The bid bond will be forfeited if the bidder fails to honor their offer or does not complete the necessary contractual requirements within the period specified by the Jordan Valley Authority.

Second: Performance Guarantee

The successful bidder must submit a performance guarantee of (10%) of the bid value in favor of the Jordan Valley Authority/Ministry of Water and Irrigation. This guarantee must be issued by a bank licensed to operate in Jordan, valid for at least one year from the date of signing the agreement, and payable on demand, regardless of any objection from the bidder. The bidder is obligated to renew this guarantee annually and maintain its validity throughout the contract period.

Chapter Two: Instructions for Participation in the Tender

1. Preparation of Bidding Documents:

Bidding documents shall be prepared in accordance with the following terms and mechanisms:

Participants wishing to compete in this tender must prepare all the documents required to be included in their bids, as detailed below. They must make every effort to arrange all documents appropriately to ensure quick and easy access to the required information.

The participant is responsible for the adequacy and clarity of the submitted documents. Any bid not containing the required documents will be disqualified. These documents are:

• Technical Offer: This must include all the documents required in Clause (1) of Chapter One of this RFP, as well as any other documents the participant deems



necessary to document the information contained in their technical offer. In addition, the bidder shall submit Technical Application Letter indicating the Applicants' name, address, telephone, fax and email; signed and stamped. The Application Letter shall also describe the form of association and list the JV members. Noting that he shall also attach a JV (Joint Venture) letter of intent or a copy of an existing JV (Joint Venture) agreement, if applicable, since the Proposals are allowed to be submitted by either a single entity or a joint venture.

• Financial Offer: For the purposes of this contract, the financial offer is defined as the total amount for performing the services required in the contract and providing them to the Jordan Valley Authority/Ministry of Water and Irrigation. In addition, the bidder shall submit Financial Application Letter indicating the Applicants' name, address, telephone, fax and email; signed and stamped. The Application Letter shall also describe the form of association and list the JV members.

• Certified Check or Financial Guarantee (Bid Bond): As specified in Clause (4) of Chapter One of this RFP.

• Full copy of this contract (including all appendices) duly stamped and signed by the authorized signatory.

• A recent company registration certificate and a certificate of authorized signatories (no more than six months old) issued by the Ministry of Industry and Trade.

• Copy of valid company's classification certificate for Technical Services Providers from the Ministry of Public Works and Housing: Should be classified in the field of Water and Sanitation at the First Class (A).

• Copy of valid company certificate issued by the Engineers Association: Should be registered as an Engineering Consultancy in the fields of Water and Sanitation.

• Power of Attorney to sign the Proposal. If the bidder is a joint venture (JV), a power of Attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members are required.

The participant must sign and stamp all documents submitted with his bid, including the technical proposal and the financial proposal. He must also sign and stamp this contract (including all appendices) and attach it to his bid along with the company's/companies' registration certificates and the certificates of authorized signatories for all members of Joint Venture.

The technical proposal must be placed in an envelope, which must be sealed securely and clearly marked "Technical Proposal" on both sides. Similarly, the



financial proposal must be placed in another envelope, which must be sealed securely and clearly marked "Financial Proposal" on both sides.

The two envelopes containing the technical and financial offers are placed in a third, larger envelope. This larger envelope also contains the certified check or financial guarantee (bid bond), this contract (including all appendices), the company's/companies' registration certificates, and the letters of authorization. The large envelope is then sealed and marked with the phrase "Do Not Open Before [*the time and date of the submission deadline indicated in the Tender Invitation*]**, the participant's name and address shall be written on the front.**

An additional certified copy of the submitted offer shall be prepared and submitted, along with the original, each in a separate envelope, in addition to a digital copy. The same procedure outlined above is followed for preparing both the offers and their copies.

2. <u>Submission of Offers:</u>

After preparing his offer in the required copies, and before the deadline for submitting offers, the participant must submit his offer, sealed in one certified copy and the original, to the tender box at the Jordan Valley Authority, whose address is as follows:

Ministry of Water and Irrigation,
Jordan Valley Authority 3rd floor,
Amman, Jordan.
Fax: +962 – 065680957

3. <u>Award:</u>

This tender will be awarded according to the following conditions:

1. After analyzing and evaluating the technical and financial bids submitted by the participants, and after determining the overall scores for each participant's bid, negotiations will be held with the participant whose bid received the highest score to reach a final agreement on the contract terms. If these terms are agreed upon, the tender will be awarded to that participant.

2. The Jordan Valley Authority/Ministry of Water and Irrigation reserves the right to cancel any item of the tender based on the detailed price submitted, without providing reasons for such a decision.

3. The Jordan Valley Authority/Ministry of Water and Irrigation is under no obligation whatsoever to award this tender to any of the participating bidders. The Jordan Valley Authority/Ministry of Water and Irrigation also reserves the right to cancel this tender and/or make any amendments to the terms and conditions contained in these contract (including all appendices), as outlined in



Chapter Three. The Jordan Valley Authority/Ministry of Water and Irrigation is not obligated to provide reasons for any such decisions.

4. The Jordan Valley Authority/Ministry of Water and Irrigation shall not bear any legal or financial responsibility for awarding or not awarding this tender to any of the participants.

Chapter Three: Other Conditions

- **This contract (including all appendices) and the offer submitted by any participant constitute a single, complete, and binding document for the participant for a period of one hundred twenty (120) days from the date of submitting their offer to participate in this tender until the agreement is signed with the winning bidder.**
- **Any participant wishing to participate in this tender must submit a written declaration attached to this tender, acknowledging that he has read, understood, and comprehended this contract (including all appendices) and that they are fully aware of the subject matter of this tender and all the obligations arising or that will arise from their participation in this tender.**
- **The participant submitting the offer might be a single local company or a joint venture of companies; maximum of two companies from Jordan (Local Consultants). No company/companies or entity/entities may submit more than one offer to participate in this tender.**
- **Any bid that violates any of the provisions and conditions contained in these contract (including all appendices) will be disqualified, as will any bid that contains any conditions or reservations set by the participant also will be disqualified.**
- **Participants submitting bids for this tender are obligated to provide any information of any kind requested by the Jordan Valley Authority at any time, whether during the bid evaluation phase or – if the tender is awarded to a participant – after the award. Participants also agree that the Jordan Valley Authority may verify the information contained in their bids in any manner it deems appropriate. Participants release the Jordan Valley Authority from any liability arising from the verification of the information contained in their bids.**
- **The Jordan Valley Authority/Ministry of Water and Irrigation shall not assume any financial or legal liabilities of any kind arising from the preparation of any participant's bid for this tender.**
- **The Jordan Valley Authority/Ministry of Water and Irrigation undertakes to maintain the confidentiality of the information contained in the technical proposals submitted by participants in this tender. The Authority undertakes that it will not use, or allow any party to use, the information contained in the**

participant's technical proposal for any reason whatsoever, except for the evaluation of bids related to this tender subject to this contract.

• The deadline for submitting questions, inquiries and/or comments about the tender and contract is the end of the working day on (As stated in the tender invitation). The Jordan Valley Authority/Ministry of Water and Irrigation will respond to these questions, inquiries and/or comments at least one week before the deadline for submitting bids.

Appendix of the contract No. (3)

Terms of Reference (TOR)

1. Background and Context:

The Jordan Valley (JV) is the backbone of Jordan's agricultural sector and a central pillar of national food security, serving as a key driver of socio-economic development across the region. Its fertile soil, suitable environmental conditions, and capacity to support year-round crop production have long established it as the country's most important agricultural zone.

Beyond its agricultural significance, the JV also plays a vital role in Jordan's potable and irrigation water systems through the King Abdullah Canal (KAC), the country's primary surface water conveyance system. The KAC is divided into two main sections with distinct water quality characteristics and uses. The northern section, extending approximately 65 km, is supplied with freshwater from multiple sources, including the Yarmouk River, Al Mukhaibeh wells, and is used for both domestic water supply and irrigation. The southern section, extending approximately 45 km, is supplied primarily by blended water, a mix of freshwater and treated wastewater conveyed through the King Talal Dam, and is used exclusively for irrigation purposes. This southern system also includes a 14.5 km lined concrete canal, constructed in 1988, extending from station 95.5 km south of Karameh City to station 110 km north of the Dead Sea. However, this section is currently out of service due to limited irrigation water availability, highlighting operational constraints within the lower valley. Collectively, the KAC supplies approximately 80 million cubic meters (MCM) of drinking water annually to Greater Amman and around 10 MCM to Irbid Governorate, while also supporting irrigation demands for agriculture purposes in the JV.

However, the region faces increasing water scarcity due to limited freshwater availability, population growth, environmental variability and hydrological shifts impacts. The decline in surface water flows, competing sectoral demand, and the overexploitation of groundwater have placed significant pressure on irrigation sustainability, agricultural productivity, water management practices, and rural livelihoods in the JV. As a result, current irrigation supply in the JV falls short of meeting full agricultural requirements, with deficits varying across locations and seasons; quantifying these deficits will constitute a core analytical task of this assignment.

Looking ahead, the National Conveyor Project (NCP) is a strategic national initiative expected to provide a transformative boost to water security. By 2030, it is projected to supply approximately 250 MCM of potable water annually to the middle and northern governorates while an additional **50 MCM** will be provided to **Aqaba Governorate**, bringing the total annual water supply to approximately **300 MCM**. This additional freshwater supply will generate an estimated 120 MCM of treated

effluent and reclaimed water each year, creating new opportunities for expanded agricultural reuse. As Jordan prioritizes the use of non-conventional water sources, this reclaimed water represents a critical resource for addressing the JV's growing water demands and expanding its use for irrigation and other related applications.

Over the last two decades, Jordan has experienced growing water shortages, positioning it among the most water stressed countries globally. Freshwater available for agriculture in the JV has continued to decline as municipal and industrial demands take priority. Compounding these pressures, weather shocks are expected to further reduce natural water inflows, increase evapotranspiration, and intensify the frequency of droughts. These evolving challenges underscore the urgent need for a comprehensive, long-term approach to maximize the productive and sustainable use of reclaimed water, modernize irrigation systems, improve overall water-use efficiency, and strengthen the resilience of water allocation and management frameworks within the JV. These structural water challenges are further compounded by the existing economic framework governing irrigation services in the JV.

A defining characteristic of irrigation services in the JV is the very low irrigation water tariff, currently averaging approximately 0.01 JD/m³. This tariff reflects longstanding national support for farmers' livelihoods, food security, and rural economic stability. However, it is substantially below the full financial cost of water conveyance, treatment, pumping, and system maintenance. As a result, irrigation services are heavily subsidized by the government, and future infrastructure expansion associated with increased volumes of reclaimed water is likely to generate additional operational and fiscal burdens for the Government.

Consequently, future planning cannot rely solely on financial cost-recovery signals to guide investment decisions. Instead, investment priorities and water allocation strategies must be assessed primarily on the basis of economic and socio-economic value, while explicitly accounting for financial sustainability and fiscal impacts on the Government. This assignment will therefore integrate economic, financial, and fiscal analyses to ensure that additional water resources generate maximum national value relative to the public resources required to deliver them.

The Jordan Valley Authority (JVA) is a governmental institution responsible for managing and developing water resources, shared water uses, and land within the JV. It also works to protect these resources in order to support the valley's development and preserve its environment. In addition, the JVA promotes comprehensive development in Wadi Araba through partnerships with the private sector and by preparing the necessary infrastructure for investments. As a central entity, the JVA plays a key role in integrated agricultural development and water resources management across the JV. It also supplies the industrial and commercial sectors in the southern part of the valley with substantial quantities of water at competitive prices, thereby supporting productivity, economic growth, and export potential.

Through its mandate in irrigation, water allocation, and regional development, the JVA contributes significantly to maintaining the JV as a hub for sustainable agriculture and long-term economic resilience.

Building on this mandate, JVA has undertaken several initiatives to upgrade irrigation networks and expand the use of non-conventional water. Despite these efforts, existing irrigation infrastructure remains outdated in many areas, operational efficiencies vary significantly across schemes, and reclaimed water integration requires updated planning frameworks aligned with future demands and national water policies.

Recognizing these needs, JVA's Strategic Plan (2024–2026) has positioned the authority as a key driver of national water security. The plan focuses on rehabilitating irrigation systems, expanding unconventional water sources, strengthening water harvesting programs, improving governance, and enhancing investment conditions in agriculture, industry, and tourism. It aligns closely with the National Water Strategy (2023–2040), particularly its pillars on institutional reform, demand management, financial sustainability, and water sector governance, while also reinforcing national priorities for adaptation to weather patterns and hydrological variability and water efficiency improvements. It further supports the Economic Modernization Vision (2022–2033) by enabling water-secure economic growth, advancing infrastructure development, and promoting private sector engagement, with national progress including expanded strategic reserves, improved treatment facilities, and renewable energy investments, complementing JVA's regional priorities. Collectively, JVA's strategy aligns with the plans of stakeholders and key partners including but not limited to water utilities, ministries such as agriculture, energy, tourism, investment, environment, and other entities by positioning the JV as a central hub for sustainable development and long-term water security.

In line with strategic direction, national frameworks increasingly emphasize the importance of adopting a comprehensive, long-term master planning and investment program approach for the JV. Such an approach must integrate water availability constraints with projected demographic growth and evolving agriculture demands, ensuring that development remains environmentally sustainable and economically viable over time. This alignment is essential for strengthening the JV's adaptation to weather patterns and hydrological pressures and enabling coherent planning across all sectors. It recognizes that water, land, energy, and tourism policies are becoming increasingly interdependent, requiring a unified approach to investment and economic strategy. By embedding the JVA's priorities and future planning within these broader national visions, Jordan can ensure that future investments in the JV are both strategically coordinated and positioned to maximize national benefits while reinforcing the JV's role as a cornerstone of sustainable growth and long-term water security.

Within this context, JVA seeks to develop a comprehensive Master Plan to transform the agricultural and irrigation sectors through resilient infrastructure modernization, optimized water resource management, enhanced water use efficiency, and expanded safe and productive reuse of reclaimed water. Supported by a prioritized investment plan, the Master Plan will serve as a strategic decision-making framework for infrastructure development and resource allocation over the coming decades. It will integrate technical, economic, environmental, social, and institutional considerations to ensure sustainable agricultural development in the JV while maximizing the efficient use of available water resources.

Ultimately, the Master Plan aims to transform the JV into an agricultural corridor adapted to weather patterns and hydrological variability with high-productivity that maximizes the efficient use of freshwater and reclaimed water resources. It seeks to enhance agricultural competitiveness, strengthen rural livelihoods, and reinforce national food security. By aligning with national strategies for water, agriculture, adaptation to weather patterns and hydrological variability, and food security, the Plan will guide investments that generate broad social and economic value rather than solely on financial return ensuring the JV remains a cornerstone of sustainable growth and national water security.

2. Project Service Area:

The JVA is legally mandated to manage, develop, and regulate the JV and Wadi Araba regions. In line with this responsibility, the Project Service Area for this Master Plan encompasses both regions in their full geographical extent as they relate to agriculture, irrigation, and reclaimed-water management.

The Project Service Area begins from the northern border of the Hashemite Kingdom of Jordan and extends southward through the entire JV to the northern tip of the Dead Sea, bounded by the Jordan River to the west and the 300-meter contour line to the east, covering all lands within the Yarmouk and Zarqa basins. In addition, it includes the stretch from the northern tip of the Dead Sea to the northern boundary of Aqaba Municipality, framed by the 500-meter contour line to the east and the Kingdom's western boundaries, as well as the full Wadi Araba region situated south of the Dead Sea and extending toward Aqaba, all of which fall under JVA's legislative mandate; *Figure 1 illustrates the full extent of the Project Service Area.*



Figure 1: Project Service Area

Given this defined geographical scope of all activities under this assignment, the Consultant shall ensure that all data collection activities, modelling tasks, technical assessments, analytical work, and investment planning components fully capture the physical conditions, development challenges, and reclaimed-water integration opportunities across both the JV and Wadi Araba. This inclusive geographic coverage ensures that all recommendations developed under the Master Plan remain aligned with JVA's legal responsibilities and long-term strategic development priorities.

Any expansion of JVA's jurisdiction through future Cabinet decisions is outside the current scope of work unless formally communicated as an amendment by the Client. Accordingly, all work undertaken under this assignment shall remain strictly limited to the Project Service Area as defined in this section.

3. Objectives of the Assignment:

The overall objective of this assignment is to prepare a comprehensive and integrated Master Plan for:

- Agriculture supported by irrigation and reclaimed water use in the Project Service Area;
- Surface water and groundwater resources and related infrastructure systems,
- Capital Investment Plan for water and lands opportunities along JVA project area.

The Master Plan shall be supported by a detailed, prioritized and phased Investment Plan. It will provide a strategic, integrated, and long-term framework to guide the development, management, and optimization of agriculture and irrigation systems together with the reclaimed water resources in the Project Service Area, taking into consideration the priority of freshwater resources for domestic purposes.

The specific objectives are:

3.1 Assess Current Conditions:

- Assess existing irrigation infrastructure, agricultural practices, water supply sources and current availability, and amount of deficit in freshwater, reclaimed water, and other resources.
- Assess existing surface water systems and components including rivers, dams, wadis, and the King Abdullah Canal.
- Assess existing groundwater systems and components including wells, springs, aquifers.
- Assess conveyance and distribution losses, non-revenue water, operational inefficiencies, and infrastructure performance across irrigation and distribution networks.
- Assess existing institutional arrangements, water management systems, and operational performance across the Project Service Area.
- Assess agricultural water demand, cropping patterns, irrigation systems, irrigation efficiency, and productivity.
- Assess environmental, health, and safety conditions and associated risks under current conditions.
- Assess the current economic, financial, and fiscal situation and position of JVA.
- Assess existing sub-surface drainage system and component, including collector drains, field drains, interceptor drains, associated drainage infrastructure and evaluate their condition, capacity and operational performance.

The assessment of current conditions shall include reviewing, updating, and integrating existing and ongoing studies, plans, terms of reference, and tenders to support a comprehensive evaluation.

3.2 Identify Opportunities for Optimization and Expansion:

Determine opportunities and identify short-term mitigation measures and actionable quick-win interventions aimed at improving irrigation efficiency, modernizing infrastructure, and expanding the safe and productive use of reclaimed water. These measures shall also seek to enhance water allocation and management practices for irrigation and other appropriate uses, improve environmental, health, and safety conditions, and increase economic returns.

3.3 Project Future Conditions:

- Assess future regional water cooperation scenarios, including potential supplies of desalinated water to Jordan, and evaluate how these scenarios could affect freshwater allocation, wastewater generation, reclaimed-water availability, and long-term irrigation development in the Project Service Area.

- Evaluate opportunities for agricultural transformation by analyzing how the projected future conditions may influence improvements in cropping-pattern, adoption of water efficient and sustainable agricultural practices, modernization of irrigation systems, and enhancements in overall water productivity.

- Analyze and forecast future agricultural water demands taking into account demographic trends, environmental variability and hydrological shifts impacts, land-use and crop patterns, water supply sources and future projected availability. This includes the anticipated increases in reclaimed water availability, expected reclaimed volumes resulted from the additional NCP volumes, cross–border water systems scenarios in the Jordan River and Yarmouk River, and the expected development in the Project Service Area.

- Analyze or evaluate for the readiness of infrastructure in reference to the above point.

- Risks and uncertainty scenarios regarding weather variability, populations and geopolitical conditions.

3.4 Optimize the Economic Value of Water Resources:

- Develop an economic framework, building on assessments of current and projected water availability and demand, to guide the optimal allocation and use of water resources in the JV, with the objective of maximizing economic productivity per cubic meter of water.



- Evaluate alternative water allocation scenarios across key sectors, including agriculture, tourism, industry, and other land-use options, to identify the most efficient and sustainable distribution strategies.

- Identify economically viable agricultural transformation pathways that support the transition toward high-value, water-efficient agricultural production systems.
- Assess the economic viability and financial sustainability of proposed infrastructure investments to ensure long-term operational feasibility and cost-effectiveness.

- Analyze the fiscal implications of proposed allocation strategies and investment plans for the Government, including budgetary impacts and financing requirements.

- Translate analytical findings into a phased and prioritized Investment Program aligned with national development objectives and sectoral priorities.

3.5 Develop a Comprehensive Master Plan:

- Formulate a long-term, technical and economically Master Plan that integrates infrastructure upgrades, system rehabilitation, network expansion, operational improvements, and policy or institutional measures required to support sustainable water management and agricultural development.

- Develop a phased and prioritized Investment Plan that outlines required indicative cost, financing needs, expected benefits, and implementation timelines for proposed interventions based on technical feasibility, environmental sustainability, adaptation to weather patterns and hydrological variability, and socio-economic benefits.

- Develop a phased investment program that maximizes public value, enhances agricultural productivity and development, improves livelihoods, and strengthen food security; aligned with Water-Energy-Food-Environment (WEFE) Nexus.

- Recommend a set of actions to strengthen the institutional, regulatory, and operational capacities of JVA and other relevant stakeholders to effectively implement, manage, and maintain the proposed interventions.

3.6 Promote Sustainability and Adaptation to Weather Patterns and Hydrological Variability:

Ensure that all recommended measures support long-term water security, adaptation to weather variability and hydrological change, environmental sustainability, and the adaptive capacity of the agricultural sector in the Project Service Area.

4. Scope of Work:

The Consultant shall undertake all necessary tasks to achieve the objectives of the above-mentioned assignment. Meanwhile, the following sections represent the minimum indicative structure of this assignment. They are provided to guide bidders on the expected scope of efforts, however, the Consultant is encouraged to propose a

more refined or innovative phasing and corresponding deliverables based on their previous experiences, proposed methodology, and technical approach, as long as all minimum requirements outlined in the ToR are fully addressed.

In addition to the technical and analytical tasks outlined under this assignment, a key cross-cutting requirement of the Consultant's scope of work is the provision of comprehensive capacity building support to JVA technical staff throughout all phases of the assignment. This shall be achieved through structured on-job training, hands-on shadowing, and participatory work sessions integrated into each task and deliverable.

The objective of this requirement is to ensure that JVA staff acquire the practical skills, technical understanding, and analytical capabilities which are needed to interpret and update the findings and the model of the Master Plan and Investment Program in the future. The Consultant shall therefore embed knowledge transfer mechanisms within data collection, modelling, analysis, planning and investment prioritization activities so as to ensure long-term institutional sustainability and enable JVA to independently carry forward future updates, evaluations, and implementation tasks beyond the duration of this assignment.

In this connection, the scope of work is foreseen through three main phases:

4.1 Phase 1: Inception Phase:

Tasks shall include, but not be limited to:

- Collect and review relevant sectorial and national policies, strategies, plans, previous and current studies related to water, irrigation, wastewater, reclaimed wastewater reuse, agriculture, adaptation to weather patterns and hydrological variability, and water management in the Project Service Area.

- Identify and assess available data sources, data needs, data gaps, and data quality.

- Develop detailed data collection and analysis methodology, integrating technical, environmental, economic, and social dimensions, including the use of social matrices to capture distributional impacts and the establishment of a Monitoring and Evaluation (M&E) framework with indicators, baselines, and data protocols to support ongoing performance tracking and evidence-based planning.

- Define a stakeholder engagement and consultation approach, including coordination with JVA, relevant ministries and governmental entities, water utilities, farmers' organizations, water user associations, donor agencies, private sector entities, and other key stakeholders.

- Update and confirm the methodology, detailed work plan, schedule timeline, staffing schedule, stakeholder engagement plan, project governance and reporting structure in reference to the submitted Technical Offer and Tender Document Requirements.

• Organize and facilitate a Kickoff Planning Workshop in Amman, Jordan with the participation of key project stakeholders. The workshop shall introduce the assignment, validate the understanding of the objectives, confirm expectations, review the proposed methodology and work plan, and establish coordination mechanisms for the following phases.

4.2 Phase 2: Conceptual and Diagnostic Assessment Phase:

Tasks shall include, but are not limited to:

4.2.1 Technical Assessment:

• Carry out a comprehensive assessment of current irrigation water quality conditions including salinity levels, nutrient composition, and spatial variations across irrigation schemes.

• Conduct an evaluation of the implications of existing water quality on soil salinity, crop tolerance, irrigation infrastructure performance, and long-term agricultural sustainability.

• Conduct an evaluation on the future reclaimed water quality which is expected to evolve from the desalinated water from the NCP entering the municipal supply systems.

• Evaluate water blending strategies, crop suitability, long-term soil health, and the implications of lower Total Dissolved Solids (TDS) in treated effluent on irrigation practices.

• Evaluate potential future irrigation water quality scenarios resulting from expanded reclaimed water use and changes in effluent characteristics associated with the introduction of desalinated water into municipal supply systems.

• Carry out a comprehensive assessment and review of existing irrigation infrastructure (networks, pumping stations, storage, control systems, crops, cropping patterns and on-farm irrigation practices).

• Conduct a comprehensive assessment of all water sources, focusing on availability, allocation, conveyance, losses, and operational efficiency.

• Carry out a comprehensive assessment and review of existing wastewater treatment plants serving the Project Service Area and current reclaimed water quantities, sources, treatment levels, quality, and reuse practices.

• Conduct data collection, compilation and validation in order to establish a baseline dataset to support all analytical components of the Master Plan.

• Identify opportunities to integrate digital technologies, smart water management systems, and data-driven planning tools to enhance system assessment, support

evidence-based decision-making, and inform subsequent phases of the Master Plan and investment program.

- Identify gaps, constraints, inefficiencies, and key challenges affecting system performance, sustainability, and service reliability.

4.2.2 Water Balance and Demand Analysis:

- Develop water productivity indicators to quantify the relation between water allocation and agricultural performance. These indicators should capture metrics such as yield per cubic meter, economic value generated per cubic meter, farm income, and employment impacts.

- Evaluate alternative cross-sector water allocation scenarios including options where desalinated water substitutes for domestic freshwater use. This analysis should identify opportunities to optimize total resource distribution and assess trade-offs among municipal, industrial, and agricultural water demands.

- Assess current and projected water availability under multiple scenarios, integrating considerations related to weather patterns and hydrological variability. This includes evaluating conventional sources such as freshwater, reclaimed water, and the additional volumes expected from NCP, as well as non-traditional sources such as rainwater harvesting and blending options.

- Develop a comprehensive water system hydraulic model incorporates all major infrastructure components including water sources, treatment facilities, storage reservoirs, pumping stations, transmission mains, and primary distribution feeders with diameters ≥300 mm. The hydraulic scheme will be used to support planning level evaluations, hydraulic performance assessments, capacity analyses, and strategic decision-making for system upgrades, expansion and optimization.

- Analyze the current and future agricultural water demand, agriculture development trends, land-use planning, cropping patterns, irrigation requirements, and productivity under baseline and environmental and weather-related shocks scenarios.

- Identify the supply–demand gaps under baseline and future weather-impacted scenarios to support long-term water-resource planning and prioritization of interventions.

4.2.3 Institutional and Regulatory Review:

The Consultant shall carry out a comprehensive review of the institutional, legal, regulatory and operational environment that governs irrigation water management and reclaimed water use in the Project Service Area. It ensures the Master Plan is realistic, actionable, implementable, legally sound, and aligned with how the sector functions on the ground. This review shall include, but is not limited to, the following:

- Carry out an assessment and review of current sectorial and national policies, strategic, laws, bylaws, standards, and regulatory instruments governing irrigation systems, reclaimed water use, water allocation, wastewater reuse, water quality, tariffs, environmental compliance, occupational health and safety, and related sectors.

- Assess alignment of current regulatory frameworks with national priorities, sector strategies, and future development directions.

- Map and assess the mandates, roles, and responsibilities of key institutions (JVA, WAJ, MWI, MoA, water utilities, municipalities, farmers, water use associations, and other relevant entities related to irrigation, reclaimed water, O&M planning and service provision.

- Evaluate institutional coordination mechanisms, reporting structures, overlaps, gaps and potential areas for strengthening institutional coherence and governance.

- Review existing operation and maintenance practices, asset management procedures, maintenance processes, staffing structures, technical capacities, budgeting processes, service reliability and efficiency, and performance monitoring mechanism across the sector.

- Identify institutional constraints, performance inefficiencies, and capacity building needs.

- Assess institutional and regulatory barriers to expanding safe reclaimed water use in agriculture.

- Identify opportunities for improving permitting process, monitoring requirements, compliance enforcement, and institutional readiness for future water volumes expected from NCP related developments.

- Identify gaps in institutional capacity, regulatory clarity, operations performance, and inter-agency coordination that may limit the effective implementation of the future plans.

- Propose preliminary recommendations for institutional strengthening, regulatory enhancements, and governance improvements to be developed in the Master Plan.

4.2.4 Economic, Financial, and Fiscal Analysis:

The Consultant shall undertake an integrated economic, financial, and fiscal analysis to assess the productivity, sustainability, and public value of current and future water allocation and investment decisions in the Project Service Area. The analysis shall explicitly distinguish between economic efficiency, financial viability, and fiscal affordability in order to support balanced, realistic, and implementable planning decisions. While recognizing the low-tariff nature of irrigation water services, the assessment shall consider how these three dimensions interact and influence

investment prioritization, operational sustainability, and long-term public resource allocation.

- Conduct an economic water allocation analysis by quantifying the current economic productivity of water, assessing existing allocation scenarios, and identifying alternative allocation options that maximize economic and socio-economic value.
- Carry out an economic appraisal of the current situation using a public value perspective rather than a purely financial cost recovery approach, reflecting national priorities such as food security, rural livelihoods, employment generation, and the efficient use of scarce water resources.

- Perform a financial analysis of existing capital and operational expenditures related to irrigation and reclaimed water systems, including an assessment of cost-recovery levels, tariff structures, and subsidies.

- Assess the implications of current and future investment and water allocation scenarios on public finances, including government budgetary impacts and the role of donor support.

4.2.5 Socio-economic and Environmental Analysis:

The Consultant shall undertake socio-economic and environmental analysis to focus on environmental, health, safety, and socio-economic conditions and risks relevant to planning, screening, and prioritizing of future interventions, and complements the institutional and regulatory review described under Section 4.2.3 by emphasizing impacts, vulnerabilities, and risk management considerations.

- Identify and assess institutions, legislation, and regulatory frameworks governing environmental, health, safety, and social aspects applicable to the Project Service Area, including mandates, roles, and enforcement responsibilities, with respect to their implications for project planning and implementation.

- Carry out a baseline socio-economic assessment including farming systems, livelihoods, agribusiness sector, and vulnerability in the Project Service Area.

- Carry out a baseline health, safety, and environmental assessment in the Project Service Area.

- Identify key environmental, health, safety, and social risks and opportunities associated with expanded reclaimed water use and irrigation modernization.

The findings of this analysis shall inform the screening, selection, prioritization, and design of interventions under the Master Plan and Investment Program, including the identification of appropriate mitigation, enhancement, and management measures.

4.3 Phase 3: Master Plan and Investment Program:

Prepare a long-term Master Plan extending up to the year 2040, aligned with the National Water Strategy, building on the findings of the diagnostic assessments undertaken under Phase 2 and translating them into a coherent, action-oriented planning and investment framework. The Master Plan shall define preferred strategic directions and evaluate alternative development options based on technical feasibility, economic and financial considerations, environmental and social impacts, institutional and regulatory requirements, and anticipated socio-economic benefits. The objective of this phase is to provide JVA and key stakeholders with a realistic, prioritized, and implementable Program that guides decision-making, investment planning, and phased implementation of irrigation modernization, reclaimed water reuse, and system resilience interventions in the Project Service Area.

A. System Improvements and Strategic Measures:

This component shall define the strategic technical, operational, and institutional directions that underpin the proposed investment program and guide the identification, prioritization, and phasing of specific interventions under the Master Plan.

• Identify technical, operational, and institutional improvement measures to enhance overall system performance, including but not limited to:

- System efficiency
- Reclaimed water production, quality, and distribution
- Irrigation performance and water productivity
- O&M procedures, asset management, and performance
- Environmental sustainability and adaptation to weather patterns and hydrological variability
- Capacity development needs

• Develop a long-term irrigation water quality and salinity management strategy, including blending strategies, monitoring programs, soil management practices, and crop selection guidelines.

• Identify priority of interventions to improve water-use efficiency, expand reclaimed water distribution and reuse in the JV, enhance system capacity to adapt to hydrological shifts and weather-related shocks and operational risks.

• Propose set of measures to address identified environmental, health, safety, and social risks and opportunities through the Master Plan and the Investment Program, including appropriate mitigation, enhancement, and management measures to be incorporated into future assessment and management plans.

B. Investment Planning and Economic Assessment:

The investment planning and assessment shall be carried out at a strategic prioritization and planning level sufficient to inform investment decisions, support decision-making, and subsequent projects preparation.

- Identify and define a set of investment projects, including infrastructure upgrades, system expansions, operational improvements, and digital transformation actions; such as advanced analytics, AI-driven tools and applications, smart water management systems, and decision-support platforms alongside capacity-building measures.

- Conduct an economic analysis of proposed investments using a socio-economic framework that captures public value, including agricultural productivity, employment, poverty reduction, food security, and environmental benefits.

- Conduct investment screening and prioritization based on technical feasibility, environmental and social safeguards, weather variability and change, and socio-economic impact.

- Develop a phased and prioritized investment program (short, medium, and long-term), including indicative costs, implementation sequencing, timelines, and institutional responsibilities, aligned with national priorities and anticipated funding opportunities.

- Develop investment packages grouped by priority, region, and intervention type.

- Identify potential financing mechanisms and implementation modalities, taking into consideration the low-tariff structure of irrigation water and opportunities of blended finance.

- Quantify capital and operational expenditures associated with proposed investments, assess impacts on cost recovery, and determine required levels of subsidies.

- Assess implications for public finances and fiscal sustainability, including financing requirements, funding gaps, subsidies, fiscal commitments, and opportunities for private sector participation and support from the donor community.

- Identify existing agricultural areas and other areas with investment potential.

C. Cross Cutting and Technical Themes:

These cross-cutting themes shall be systematically applied across all proposed strategies and investments under the Master Plan and Investment Program.

- Assess the energy implications of all proposed infrastructure options, including pumping requirements, operational energy consumption, and opportunities for integrating renewable-energy solutions.

- Develop an implementation governance framework, to underpin and enable the effective implementation of the proposed technical, institutional, and investment

measures, outlining coordination mechanisms between the JVA, water utilities, relevant ministries, private-sector stakeholders, and development partners.

- Evaluate opportunities to incorporate digital water management systems, including remote monitoring applications, data-driven water allocation tools, AI-enabled tools and applications, the use of remote sensing data and analytics modules, and smart irrigation scheduling platforms.

- Assess environmental, health, safety, social risks, and their implications associated with the planning and implementation of the Master Plan; including a framework for screening, assessment and management aligned with the Jordanian national environmental and social regulations such as EIA requirements, wastewater reuse standards, occupational and community health and safety protocols, and with international best practice that includes stakeholder engagement, gender and inclusion, and a mechanism for grievance redress.

- Identify opportunities for private sector participation in agricultural value-chain development, irrigation modernization, agro-processing, and agribusiness investments in the Project Service Area.

- Align the Master Plan with Jordan's Economic Modernization Vision by identifying opportunities and measures to strengthen export-oriented agriculture, improve value chains, and enhance the economic contribution of the Project Service Area to accelerate national growth.

- Ensure that environmental and social considerations are fully integrated into the Master Plan and Investment Program, and establish a framework for identifying, addressing, and managing environmental and social risks associated with its implementation.

D. Presentation Workshop:

- Organize and facilitate a Final Draft Presentation Workshop in Amman, Jordan with the participation of key project stakeholders. The workshop shall present the Master Plan findings, outcomes, recommendations, and proposed way forward, and shall serve as a platform to collect stakeholders' comments and feedback to be incorporated into the final deliverables.

5. Deliverables:

The Consultant shall submit the following deliverables in alignment with the three project phases defined in the Scope of Work. All deliverables shall follow the approved work plan, schedule, and reporting requirements:

5.1 Inception Report:

The Consultant shall submit an Inception Report that consolidates all tasks completed under Phase 1-Section 4.1, including:

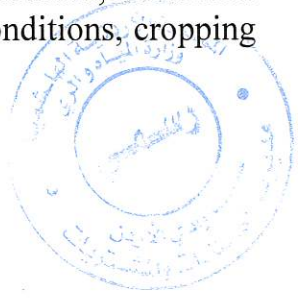
- Detailed and updated project methodology aligned with the Scope of work.
- Detailed work plan, schedule timeline, and staffing schedule.
- Data collection plan including data sources, required datasets, data gaps, and data validation approach.
- Data analysis methodology and gap assessment covering technical, agriculture, environmental, social, financial, and economic dimensions.
- Stakeholder engagement and consultation plan including stakeholder identification, mapping, matrix, engagement modalities, and coordination mechanisms.
- Detailed and updated workshops approach, fully aligned with the scope of work; outlying the objectives, structure, methodology, stakeholder participation, expected outcomes, and logistical arrangements for all workshops planned throughout the assignment.
- Detailed and updated capacity building and on-job training approach, fully aligned with the scope of work; describing the planned mechanisms, training modules, shadowing activities, knowledge-transfer methods, targeted JVA staff groups, and expected capacity outcomes to ensure sustainable institutional strengthening.
- Project governance, institutional arrangements, and reporting structure.
- Risk assessment and mitigation measures.
- Propose and recommend at least two (2) appropriate hydraulic and water systems modelling software packages to be used for carrying out the water balance, demand analysis, and hydraulic modelling tasks under Section 4.2.2 of this ToR, including a comparison of their capabilities, suitability, licensing requirements, and long-term applicability for JVA use. The selected and recommended software shall be submitted for review and approval by JVA prior to detailed model development.
- Documentation of kickoff and inception meeting minutes.
- Documentation of the Kickoff Planning Workshop, if held prior to the submission of the Inception Report. This shall include the workshop agenda, participant list, summary of discussions, key agreements, and any actions or decisions relevant to the implementation of the assignment, etc.

5.2 Conceptual and Diagnostic Report:

The Consultant shall submit a Conceptual and Diagnostic Assessment Report consolidating all outputs from tasks under Phase 2-Section 4.2 to support the identification, screening, and prioritization of future interventions under the Master Plan and Investment Program, including:

Technical Assessment:

- Baseline assessment for all current irrigation systems, water resources, reclaimed water systems, wastewater treatment plant performance, network conditions, cropping systems, and irrigation practices.



- Water quality assessment (current and projected), including salinity, nutrient composition, future reclaimed water-quality under NCP scenarios, and implications for soil, crops, and infrastructure.

- Infrastructure assessment of conveyance systems, pumping systems, storage, distribution components and roads within the Project Service Area.

Water balance and Demand Analysis:

- Comprehensive water balance for baseline and future scenarios.

- Agriculture water demand analysis and under baseline, weather patterns-related, and future development scenarios.

- Hydraulic model covering system performance, capacity, pressures, losses, and future planning scenarios.

- Identification of supply-demand gaps under various weather patterns and hydrological variability and sectoral allocation conditions.

- Water productivity indicators and cross-sector allocation scenarios.

Institutional and Regulatory Assessment:

- A diagnostic analysis of all relevant national policies, laws, bylaws, standards, and regulations related to irrigation, reclaimed water use, water allocation, environmental compliance, and O&M requirements.

- A mapping of institutional roles, mandates, coordination mechanisms, and governance structures across JVA, WAJ, MWI, MoA, water utilities, and other relevant entities.

- An analysis of existing institutional performance, O&M practices, asset management systems, and capacity gaps.

- Identification of institutional, regulatory and operational gaps, constraints, strengthening measures, and opportunities for scaling up reclaimed water use.

- A preliminary institutional gap assessment, highlighting needs for regulatory reform, governance enhancements, and capacity strengthening to support the Master Plan and future investments.

Environmental and Social Framework Assessment:

• Identify and assess relevant institutional and legal frameworks governing environmental, health, safety, and social aspects applicable to the Project Service Area.

• Assess baseline environmental and socio-economic conditions, including farmers, agribusinesses, and livelihoods within the Project Service Area.

• Review environmental and social considerations associated with current conditions related to irrigation systems, water management practices, and reclaimed water use.

• Undertake a preliminary identification of environmental and social risks and opportunities associated with irrigation modernization and the expansion of reclaimed water use.

Financial and Economic Assessment:

• Provide a reference financial and economic analysis reflecting the current situation, including indicative costs, revenues, subsidies, and economic performance of existing irrigation and reclaimed water services, drawing on available data and existing assessments.

• Assess the fiscal context, including government budget, budgetary conditions, financing gaps, and the role of donor support.

Synthesis and Early Recommendations:

Building on the above diagnostic components, the Consultant shall prepare a synthesis and set of early recommendations, including:

- Summary of system constraints, inefficiencies, and barriers

- Multi-criteria assessment framework for evaluating future interventions.

- Scenario development framework (technical, environmental, institutional, economic).

- Set of future recommendations.

NCP Reclaimed Water Readiness – Priority Interventions Interim Note:

At an early stage of Phase 2, and prior to full completion of the Conceptual and Diagnostic Assessment, the Consultant shall prepare and submit a separate, brief interim document presenting a preliminary draft list of urgent priority projects and/or interventions required to enable NCP readiness and the timely accommodation of reclaimed water reuse.

This interim document shall:

- Be brief and focused, intended for rapid review and decision-making;
- Identify time-critical infrastructure and/or operational interventions that may be required in the short term to ensure preparedness for anticipated NCP related reclaimed water volumes;
- Be based on initial findings, early diagnostics, existing data, professional judgment, and previous experiences recognizing that the analysis will be refined as Phase 2 progresses.

The purpose of this submission is to support urgent planning and decision-making needs and to avoid delaying critical actions related to the NCP and NCP readiness until the end of the assignment.
The preliminary list of projects and interventions:

- Shall be reviewed, updated, and refined following the full completion of Phase 2 analytical work;
- Shall be validated, confirmed, and formally integrated into the Master Plan and the Strategic Investment Program during Phase 3;
- Does not replace the final investment prioritization, but serves as an early decision-support input for planning purposes.

This interim document shall be treated as a living preliminary output, subject to revision as additional technical, economic, institutional, environmental, and social analyses are completed.

5.3 Master Plan and Investment Program:

The Consultant shall submit a Master Plan and Investment Program, reflecting the detailed work of Phase 3-Section 4.3, and fully incorporates all feedback, comments and inputs received from the project key stakeholders during the Final Draft Presentation Workshop, including:

Master Plan:

- Detailed long-term integrated Master Plan (up to the year 2040) for irrigation modernization, reclaimed water use, infrastructure updates, operational improvements, and institutional strengthening.
- Long-term irrigation water quality and salinity management strategy.
- System improvement measures (technical, operational, institutional, environmental).
- Regional development plan for short, medium and long-term horizons.

Investment Planning Program:

- Definition and packaging of investment projects, including infrastructure, modernization, reclaimed water distribution, operational improvements, land investment opportunities covering all types of investments within JVA's mandate, as well as capacity-building measures.
- Economic assessments (including cost–benefit analysis, socio-economic impacts, and public value considerations) to support the investment pipeline.
- Financial and fiscal support analyses to assess affordability, cost recovery, and public-finance implications of the proposed investments.
- Investment prioritization methodology and justified prioritization list.
- Preparing a Portfolio of investment-ready projects depending in all inputs assessed in this plan.

- Phased investment program with sequencing, indicative cost, timelines, and responsibilities.

Cross-cutting Components:

The following cross-cutting components shall be applied across all elements of the Master Plan and Investment Program to ensure coherence, sustainability, and implement ability.

- Energy assessment of the proposed options.
- Digitization and smart systems program.
- Private-sector participation opportunities.
- Institutional governance and implementation framework to enable and support the execution of the proposed technical, investment, and reform measures.
- Capacity-building needs assessment and training plan.
- Asset management and O&M enhancement strategy; in full coordination with another parallel activity titled "Development and Implementation of an Asset and Evaluation Policy for JVA" to ensure alignment, consistency and coherence between both activities.
- Environmental and social framework aligned with national regulations and international best practices.
- Environmental, health, safety, and social measures addressing identified risks and opportunities, including inputs to future environmental and social assessment and management plans.
- Integration of environmental and social considerations within the Master Plan and the Investment Program, including a framework to address and manage risks associated with its implementation.

5.4 Other Reporting Requirements:

- The Consultant shall submit all reports in draft and final versions in English.
- The Consultant shall submit and present all reports to JVA and key stakeholders for review and validation.
- The Consultant shall submit all reports in their original editable format (e.g., Excel, Word, etc.) in addition to PDF.
- The Consultant shall submit GIS files, models, datasets, analysis files, and drawings in their native formats.
- The Consultant shall facilitate all required workshops, consultations, technical presentations, and capacity-building sessions throughout the assignment.
- The Consultant shall conduct a final presentation to JVA and key stakeholders.

6. Team Organization and Staffing:

The Consultant shall propose a professional, multidisciplinary team with strong experience and qualifications required to successfully implement the assignment and deliver the Master Plan and Investment Program for the JVA. The team shall comprise the Key Experts specified in this ToR, supported by a complementary group of Non-Key Experts, technical specialists, junior staff and home-office resources as required to ensure high-quality, timely delivery of all tasks and outputs.

6.1 Key Experts:

The Consultant shall nominate all Key Experts listed in this ToR. Each nominated expert must fully meet the required minimum qualifications, including education, years of professional experience, and specific technical competencies as described. Key Experts will form the core of the team and are required for the essential analytical, technical, institutional, and planning components of the assignment.

The Key Experts shall be available for the full duration of the assignment as required by the work plan and staffing schedule. Key staff are expected to play an active role in stakeholder engagement, consultation workshops, field missions, and high-level technical tasks.

Replacement of any Key Expert during the contract period shall be subject to prior written approval by the Client and only permitted in accordance with the rules set out in the contract, such as equal or higher qualifications.

Team Leader / Water Resources Specialist (Full Time)

- Education: Master's degree or higher in Water Resources Engineering, Hydrology, Civil Engineering, Environmental Engineering, or a related field.
- General Professional Experience: Minimum 20 years of professional experience in the water sector; water resources planning, and integrated water resources management.
- Specific Professional Experience: Minimum 10 years working on water master planning, water allocation modelling, irrigation system assessments, or water balance studies with proven experience in developing investment plans or feasibility studies for water and/or agriculture infrastructure.
- Leadership and Management Experience: Minimum 10 years of working experience as Team Leader and/or Project Manager on multi-disciplinary projects with the ability to supervise large expert teams and coordinate different stakeholders.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Excellent command of English (written and spoken), knowledge of Arabic is a strong asset.

Expert 1: Hydraulic and Water Systems Modelling Specialist

- Education: Bachelor's degree or higher in Water Resources Engineering, Hydraulics, Hydrology, Civil Engineering, or a related field.
- General Professional Experience: Minimum 15 years of professional experience in hydrologic and hydraulic modelling for irrigation and water supply systems.
- Specific Professional Experience: Minimum 10 years working on water modelling for conveyance, water balance models, demand modelling for irrigation, pressure management, calibration/validation with field data, in addition to scenario analysis under weather variability and reclaimed water integration.
- Leadership and Management Experience: Experience in leading hydraulic modelling workstreams and establishing modelling protocols.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Fluent in English; Arabic is an advantage.

Expert 2: Crop and Irrigation Specialist

- Education: Bachelor's degree or higher in Irrigation Engineering, Agricultural Engineering, Civil Engineering, Crop Science, or related field.
- General Professional Experience: Minimum 10 years of professional experience in irrigated agriculture, irrigation and crop development, agriculture development, and on-farm water management.
- Specific Professional Experience: Minimum 10 years working on:

• Irrigation systems, O&M performance of irrigation systems, and modelling.
• Crop management, good agricultural practices, water productivity, and crop budgeting.
• Water efficient and sustainable agronomic practices, reclaimed water agronomic, and risk management.

- Leadership and Management Experience: Experience in coordinating technical field assessments and supervising engineering inputs, with the ability to design and deliver capacity building for farmers.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Fluent in English; Arabic is an advantage.

Expert 3: Wastewater Reuse Specialist

- Education: Bachelor's degree or higher in Environmental Engineering, Wastewater Engineering, Chemical Engineering, or related field.
- General Professional Experience: Minimum 10 years of professional experience in wastewater treatment, effluent management, and reuse systems.
- Specific Professional Experience: Minimum 10 years working on:

• Treated wastewater quality standards, reuse guidelines, and monitoring.

- Knowledge of Jordanian and international reuse regulations.
- Familiarity with WWTP processes, effluent reliability, and blending strategies for agriculture.
- Evaluating environmental and public health risks of reuse.
- Leadership and Management Experience: Experience in coordinating with utilities, ministries, and other institutions.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Fluent in English; Arabic is an advantage.

Expert 4: Agricultural Economist

- Education: Bachelor's degree or higher in Agricultural Economics, Economics, Agribusiness, or related field.
- General Professional Experience: Minimum 10 years of professional experience in agricultural economic analysis, farm systems economics, or value chain economics.
- Specific Professional Experience: Minimum 10 years working on:
- Cost benefit analysis, economic modelling, or agricultural investment planning.
- Crop budgeting, water productivity analysis, farm income modelling, and market assessments.
- Understanding Jordan's agricultural market structure and cropping systems.
- Providing economic justification for irrigation modernization or water reuse investments.
- Leadership and Management Experience: Experience in delivering analytical reports and leading economic assessment components.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Fluent in English; Arabic is an advantage.

Expert 5: Soil and Land Specialist

- Education: Bachelor's degree or higher in Soil Science, Land Resources, Agricultural Engineering or related field.
- General Professional Experience: Minimum 10 years of professional experience in soil surveys, soil assessment, and land evaluation.
- Specific Professional Experience: Minimum 10 years working on land suitability frameworks, soil sampling, soil assessment, long-term soil health under reclaimed water, land suitability for proposed cropping and water qualities.
- Leadership and Management Experience: Experience in leading field campaigns, and laboratory analyses.
- Regional Experience: Previous working experience in Jordan or similar contexts.

- Language: Fluent in English; Arabic is an advantage.

Expert 6: Economist

- Education: Bachelor's degree or higher in Economics, Agricultural Economics, Water Economics, Development Economics, Public Finance, or MBA with infrastructure focus, or related field.
- General Professional Experience: Minimum 10 years of professional experience in economic analysis related to water resources management, irrigation, agriculture, public investment planning, or infrastructure development.
- Specific Professional Experience: Minimum 10 years working on:
- Economic water allocation analysis and economic appraisal of water-related infrastructure investments.
- Public investment planning and prioritization programs.
- Leadership and Management Experience: Experience in contributing to multidisciplinary teams and providing economic inputs to master planning exercises, investment planning processes, and policy or strategic decision-making.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Fluent in English; Arabic is an advantage.

Expert 7: Social and Environmental Specialist

- Education: Bachelor's degree or higher in Environmental Science, Environmental Engineering, Ecology, or related field.
- General Professional Experience: Minimum 10 years of professional experience in environmental research and social analysis, and community engagement with international institutions.
- Specific Professional Experience: Minimum 10 years working on:
- Social surveys and baseline assessments, stakeholder analysis, and community consultations.
- Gender mainstreaming, vulnerable groups analysis, and social inclusion in rural/agricultural settings.
- Assessing environmental and social impacts of infrastructure projects, preferably irrigation and/or water reuse projects.
- Leadership and Management Experience: Experience in leading environmental and social teams.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Fluent in English; Arabic is an advantage.

Expert 8: Hydrologist

- Education: Bachelor's degree or higher in Hydrology, Environmental Science, Water Resources, Water Engineering, Disaster Risk Management, or related field.
- General Professional Experience: Minimum 10 years of professional experience in hydrological analysis, field hydro-meteorological experience, weather patterns adaptation, weather shifts, resilience building, or weather patterns risk assessments.
- Specific Professional Experience: Minimum 10 years working on:
- Integrating environmental variability and hydrological shifts scenarios into water and agricultural planning.
- Hydrological shifts models and weather-related modelling, drought risk assessments, and vulnerability assessments.
- Designing irrigation and water reuse strategies adapted to weather patterns and hydrological variability.
- National weather patterns strategies and adaptation priorities.
- Weather patterns data, hydrological shifts, flood, drought assessment, and monitoring networks.
- Leadership and Management Experience: Experience in facilitating weather patterns-related workshops and training for institutions.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Fluent in English; Arabic is an advantage.

Expert 9: Financial Analyst and Infrastructure Investment Specialist

- Education: Bachelor's degree or higher in Finance, Economics, Infrastructure Finance, or MBA with infrastructure focus, or related field.
- General Professional Experience: Minimum 10 years of professional experience in project finance, and infrastructure investment planning.
- Specific Professional Experience: Minimum 10 years working on:
- Lifecycle costing, fiscal impact, tariff and affordability analysis, cost estimation.
- Financing strategies, sensitivity, and risk analysis.
- Prioritization frameworks and investment packaging for multi-year programs.
- Leadership and Management Experience: Experience in coordinating with technical leads to ensure bankable investment dossiers.
- Regional Experience: Previous working experience in Jordan or similar contexts.
- Language: Fluent in English; Arabic is an advantage.

6.2 Non-Key Experts:

In addition to the Key Experts, the Consultant shall mobilize any Non-Key Experts required to complete the assignment effectively.

The Consultant shall determine the exact composition, level of effort, and deployment schedule of Non-Key Experts based on their professional judgment and the methodology they propose. The qualifications of Non-Key Experts will not be evaluated individually during the technical evaluation; however, their roles, adequacy, and level of effort will form part of the assessment of the Consultant's proposed methodology and team composition.

6.3 Home Office Support:

The Consultant shall provide adequate home office support to ensure effective project management, quality assurance, technical backstopping, and administrative coordination.

The Consultant is responsible for ensuring that home office support is sufficiently staffed and resourced to enable efficient delivery, internal reviews, timely submission of deliverables, and client communication.

6.4 Adequacy of Staff Inputs and Work Planning:

The Consultant shall ensure that the overall team composition, staff-month allocations, and deployment of experts are:

- Consistent with the requirements of the assignment
- Adequate to deliver all tasks and expected outputs
- Logically aligned with the proposed methodology
- Supported by a clear and realistic work plan and staffing schedule

The Client reserves the right to request clarifications or adjustments to ensure adequate coverage of technical areas, but the Consultant remains fully responsible for the design and management of their team.

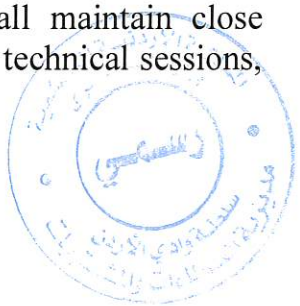
6.5 Flexibility in Staffing:

Given the multidisciplinary nature of the assignment, the Consultant may propose additional experts if deemed necessary to strengthen the team and ensure high quality outputs.

Any modifications or substitutions during project implementation must follow contract procedures and remain subject to approval by the Client.

7. Reporting and Coordination:

The Consultant shall report directly to JVA and/or to the assigned focal point. Throughout the duration of the assignment, the Consultant shall maintain close coordination with JVA, participating in regular progress meetings, technical sessions,



and consultation workshops as required. These interactions aim to ensure continuous alignment with project objectives, facilitate timely decision making, and support active engagement of all relevant stakeholders. The Consultant shall remain fully responsible for managing communication, progress updates, and the provision of all documentation required by JVA during the course of the assignment.

8. Provisional Sum:

A provisional sum of Fifty Thousand Jordanian Dinar (JOD 50,000) is included in the Financial Proposal to cover specialized procurements and capacity-building inputs that cannot be precisely defined at the time of tendering but are essential for successful delivery of the Master Plan and Investment Program. These may include, but are not limited to:

- Procurement of specialized hydraulic and water systems modelling software, licenses, or add-ons required for system analysis, scenario modelling, and future JVA use;
- External training packages, additional workshops, or certified training programs related to hydraulic modelling, water resources planning, irrigation management, reclaimed water use, digital water management tools, or other relevant technical areas;
- Targeted capacity-building activities delivered by specialized third-party providers to strengthen JVA staff skills and ensure sustainability and future independent use of analytical tools and models developed under this assignment.

The use of the provisional sum shall be subject to prior approval by JVA, based on justified needs identified during project implementation. Any expenditure shall be supported by appropriate documentation and shall be managed in accordance with the contract conditions and applicable financial and procurement procedures.

The Consultant shall propose, justify, and obtain approval for any activities to be financed from this provisional sum, and all expenditures shall be supported by detailed documentation.

Any unutilized balance of the provisional sum shall not be payable and shall be deducted from the final contract amount.

9. Data, Confidentiality, and Ownership:

All data, documents, reports, models, analyses, and other outputs produced under this assignment shall remain the sole property of JVA. The Consultant shall exercise the highest standards of professional confidentiality and ensure the secure handling, storage, and transfer of all information received or generated. No data or deliverables may be disclosed, reproduced, or used for purposes outside the scope of this contract

without prior written authorization from JVA. All original files and datasets shall be submitted to JVA upon completion of the assignment.

All deliverables, including reports, presentations, datasets, maps, models, and workshop materials, shall be prepared in English unless otherwise requested. All outputs must meet a high professional standard suitable for technical review, strategic decision-making, and investment planning. The Consultant shall ensure that all documents are clear, accurate, consistent, and meet internationally accepted standards. The Consultant shall be responsible for internal quality assurance and for ensuring that all products submitted to JVA are complete, technically sound, and ready for use.

9.1 Access of Reference Documents and Data:

All national policies, strategies, and plans referenced in this ToR are publicly available online. Bidders are advised to review these documents as part of their Technical and Financial Proposals. Key documents include, but are not limited to:

- JVA Strategic Plan (2024-2026) - https://www.mwi.gov.jo
- National Water Strategy (2023-2040) - https://www.mwi.gov.jo
- National Wastewater Infrastructure Master Plan (2025-2050) - https://www.mwi.gov.jo
- Economic Modernization Vision (2022-2033) - https://www.jordanvision.jo/en

Bidders are encouraged to access the latest published versions of these documents to ensure full alignment with national policies and sector priorities.

9.2 Access to JVA Data Bank:

A dedicated JVA Data Bank will be made available only for winner bidder after the commencement of contract services. This secure access enables winner bidder to view essential datasets and information not publicly shared. The Data Bank **may include and as available**:

- GIS datasets
- Digital maps
- Operational data
- Infrastructure layouts and networks

Any other relevant information deemed necessary to complete the objectives of the assignment. Access will be granted for assignment purposes only and in accordance with JVA's confidentiality and data protection requirements. This measure aims to facilitate the preparation of high-precision deliverables and ensure that the winner bidder has access to available technical information.

9.3 Additional Reference Documents Provided with the Tender Documents:

In addition to the national policies, strategies, and publicly accessible documents listed above, JVA will provide bidders with access to a set of key reference studies

and planning documents relevant to the JV and Wadi Araba. These documents contain essential background information, baseline assessments, and prior planning efforts that shall be considered when developing the methodology, baseline analysis, and proposed intervention for this assignment, and leverage existing knowledge to support a coherent and integrated Master Plan for the Project Service Area.

The following documents will be shared with the Tender Documents and considered as key reference studies that form an important foundation for understanding existing conditions, past planning efforts, and development priorities in the Project Service Area:

- Long-Term Sustainable Development Plan for Wadi Araba (2016): Developed by HS, Keios in collaboration with Orient Engineering Consultancy and Design, this 30-year integrated regional development plan provides extensive spatial, socio-economic, environmental, hydrological, and infrastructural assessments, along with land use zoning, economic hub identification, infrastructure strategies, and an investment framework in agriculture, tourism and other economic sectors.

- Surface Water Master Plan (2025): Prepared under the USG-funded Water Governance Activity (WGA), it provides a comprehensive, nationwide assessment of Jordan's surface water resources, infrastructure performance, hydrological basins, water harvesting potential, and weather patterns related vulnerabilities. The study builds on earlier work conducted for the Third National Water Master Plan and aligns with the National Water Strategy 2023–2040.

- Assessment and Use of Water Resources in the Yarmouk River Basin (2012):Carried out by Orient Engineering Consultancy and Design as a comprehensive basin-wide assessment upon which the project evaluated the hydrological, geological, agricultural, environmental, and socio-economic conditions of the Yarmouk River Basin to quantify the causes of declining flows and propose integrated management strategies; the study provided an essential foundation for understanding the basin dynamics at that time including Hydro-meteorological analysis, geological and groundwater modelling, surface runoff modelling, remote sensing assessment, agriculture water demand estimation, water quality evaluation, together with policy and IWRM recommendations.

These documents are provided to ensure that the Consultant's work builds on and aligns with existing knowledge, avoids duplication of previous efforts, and fully reflects the accumulated development insights for both JV and Wadi Araba.

Bidders shall review these documents carefully and incorporate relevant insights into their Technical Proposals and/or Financial Proposals. All documents will be shared strictly for bidding purposes and in accordance with JVA's confidentiality and data handling requirements.

10. Client's Supplementary Conditions:

The consultant shall take into consideration the following during the implementation of the engineering services:

• This tender is funded by a grant from the USG (United States Government) through the FARA 6 – NRW Phase IV agreement.

• The consultant may use the technical specifications (if available) that previously were prepared by Jordan valley Authority as a reference and elaborate to reach fully comprehensive technical specifications for all projects that comply with USG's (United States Government) regulations, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USG (United States Government) , Eligibility of Delivery Services.

• All Items shall be procured according to the authorized Principal Geographic Code for the procurement of goods and services under this tender are Code 937 (the United States, the recipient country, and developing countries other than advanced developing countries). The intent of these specifications is to allow fair competition for suppliers in these geographical locations.

• The consultant shall submit a performance guarantee of 10% of the total fees, excluding sales tax.

• The consultant is required to attach with his financial offer a letter of commitment to submit a professional insurance policy on the project (Professional Indemnity Insurance) in accordance with the value, conditions and requirements specified by the employer, or to submit an annual professional insurance policy in accordance with the value, conditions and requirements contained in the circular of His Excellency the Minister of Public Works and Housing No. ٤٧٧/٣٩/٤/ع dated 16/3/2008 if the tender has been awarded to him.

• The Jordan Valley Authority/Ministry of Water and Irrigation reserves the right to amend the terms and conditions contained in these Terms of Reference, provided that it notifies all participants in this tender of such amendments in writing at least fourteen days before the deadline for submitting bids.

• In the event of any change to the technical or engineering staff, the engineering office shall provide a replacement with similar experience and years of service, and shall notify the Jordan Valley Authority at least two weeks in advance to obtain the necessary approval.

• All personnel approved by the Jordan Valley Authority/Ministry of Water and Irrigation as technical, or engineering staff for this contract are subject to a three-month probationary period. Final approval will follow this period. The Authority reserves the right to reject any staff member deemed unqualified to

execute the project. In such cases, the consultant must provide a suitable replacement for approval within a minimum of one week.

• During the contract period, the Jordan Valley Authority/Ministry of Water and Irrigation has the right to dismiss (exclude) any staff member who commits the following violations:
- Neglecting assigned duties, failing to perform them adequately, or exceeding their authorized powers.
- Favoritism, accepting bribes, or disclosing confidential information.
- Repeated absence from work without a valid excuse.
- Any other reasons that the contract management deems valid and justifiable for exclusion.

• In the event of dismissal (exclusion) of any technical or engineering staff, the engineering firm must provide a replacement with similar experience and years of service. The Jordan Valley Authority/Ministry of Water and Irrigation must approve the replacement after verifying that they meet all necessary requirements and conditions.

• The language of communication and correspondence shall be Arabic.

• This contract shall be governed by the applicable laws of the Hashemite Kingdom of Jordan.

• Tender prices shall be fixed for the duration of the work and shall not be subject to any price adjustments during its execution.

• All studies, designs and related documents shall be prepared by considering the FARA agreement technical specifications, Environmental Mitigation and Monitoring Plan (EMMP), procurements rules and requirements of USG (United States Government), especially in regard to the source and nationality requirements, eligibility of delivery services, and all shall be in accordance with the signed FARA agreement between JVA and USG (United States Government).

• The transportation of any shipments by ocean or air and related delivery services are required to be transported by privately-owned United States vessel or air charter. Otherwise, prior approval is required in writing from USG (United States Government) through JVA.

• The Consultant shall provide sufficient qualified personnel necessary to expedite and fully complete all Services required under this Contract in the highest professional manner.

• The consultant shall comply with the applicable local requirements, laws, USG (United States Government) requirements, and obtain all the permits, licenses or approvals from the required authorities if necessary, after coordination with the Client.

• **The consultant shall obtain all the necessary information and/or data to complete the studies, designs and tender documents by his own means.**

• **The consultant shall mobilize all of his staff members and start implementing the assignment tasks and duties on the commencement date specified in the client notice, which will give the consultant a 7- calendar days' period from the contract signature date to commence his works as per TOR requirements. This shall imply deeming the provisions of article (7/B) above as not applicable.**

• **The tender is exempted from all custom duties, taxes and stamps fees. Bidders must submit their bids accordingly.**

• **If the Awarding Value exceeds the value of the allocated funds, the consultant shall be required to pay the stamp duties as applicable.**

• **The consultant shall bear all costs associated with collecting project's information and/or data including transportation costs, coordination, and any other related costs.**

• **The consultant shall bear all costs of conducting soil investigations tests (if required and as needed) and project topographic surveying works (if required and as needed).**

• **It is the Consultant's responsibility to coordinate his activities with all stakeholders relevant to the Project. It is to be ensured that the proposed standards, system, methods, etc. are compatible as much as possible and to avoid duplication of effort.**

• **The submitted documents shall be in the following requirements:**
A1 hard copies of all drawings with suitable scale using metric system.
A4 hard copies of the Reports and/or Tender documents.
Soft copies shall be provided in all available format (PDF, word, excel, AutoCAD, …etc).



Appendix of the contract No. (4)
TENDER (BID) Security form
(BID GUARANTEE/ BANK GUARANTEE)

WHEREAS.....
.....
(Hereinafter called "the Tenderer") has submitted its Tender, dated .....

For the ... (Hereinafter called "the project'')
KNOW ALL PERSONS by these presents that we .....

Having our registered office at .....
.....
.....

(hereinafter called "the Bank") are bound unto the Jordan Valley Authority- Ministry of Water and Irrigation, (Hereinafter called "the Employer") in the amount of .....
For which payment will truly be made to the said Employer.

The Bank binds itself, its successors and assigns, by these presents, sealed with common seal of the Bank this.....

The CONDITIONS of this obligation are:
1. If the Tenderer withdraws its tender during the period of tender Validity specified on the Tender Form or any such extension of the period of Tender Validity that the Tenderer may grant in writing on the Employer; OR
2. If the Tenderer, having been notified of the acceptance of its Tender by the Employer during the period of Tender Validity, or any such extension of the period of Tender Validity that the Tenderer may grant in writing on the Employer; Either:

- Fails or refuse to execute the Agreement or contract within the time in the conditions of Contract, or
- Fails or refuse to furnish the Performance Guarantee or the Performance Bond in accordance with the contract conditions,

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

THIS GUARANTEE will remain in force and effect up to an including 120 days from the latter of (a) the last day for submitting Tenders, or (b) the last day of such

extension of the Tender Validity period that the Tenderer and Employer may agree in writing, whichever is later. Any demand in respect thereof should reach the Bank no later than one week of such date.

This guarantee is governed by the laws of the Hashemite Kingdom of Jordan.

(Name of Bank)

BY.....

(Authorized Representative Title)

Witnessed By.....

(Signature of Witness)

Name of Witness.....

Address of Witness .....

Appendix of the contract No. (5)

Advance Payment Guarantee Form

Beneficiary: *[Insert name and Address of Employer]*

Date of issue : *[Insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Consultant, which in the case of a joint venture shall be the name and address of the joint venture]* **(hereinafter called "the Consultant") has entered into Contract No.** *[insert reference number of the Contract]* **dated** *[insert Contract date]* **with the Beneficiary, for the execution of** *[insert object of the Contract and brief description of the contractual content]* **(hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of** *[insert amount and currency in words and figures]*, **representing** *[insert percentage in words and figures] percent* **of the Contract price is to be made against an advance payment guarantee.**

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* **upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.**

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Consultant on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary's country]*.

This guarantee shall be expired not later than *[insert expiry date]*.

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the law of *[insert country of jurisdiction where the bank's branch issuing the guarantee is physically located]*.

Place, date	**Guarantor's authorised signature(s)**

Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.

Appendix of the contract No. (6)

Performance Guarantee Form

To Messrs:

……

We are pleased to inform you that our

Bank:…… has agreed to give a Financial Guarantee to the consultant:

……..,……

In respect of tender No

……

Related to

……..……..……..……

An amount of: ( )

…… Jordanian Dinars

As against performance guarantee to ensure that the consultant performs the engineering services in accordance with the conditions of the contract for the above tender.

We agree to pay you right at your first demand the said amount with no reservation, stipulation or any other condition and regardless to any objection from the consultant.

This guarantee shall remain valid from the date of its issuance and for (14 Months), which is initially to be on the Day of the month of

..... of the year of.....

Unless extended or renewed upon the employer's request.

Guarantor's signature / Bank: ----------

Authorized to sign: ----------

In the presence & witness of: ----------

Date: ----------



Appendix of the contract No. (7)

Abstract of remunerations for the provision of the engineering services, provision of necessary capacity building and the preparation of studies, designs, drawings, and all the required reports

No.	Description	Unit	Quantity	Unit Price		Total Amount	
				Fils	Dinar	Fils	Dinar
1	Lump Sum: The Lump Sum shall constitute the total remuneration payable to the Consultant for the performance of the Engineering Services, including the provision of the required capacity-building activities and the preparation and submission of all required studies, designs, drawings, calculations, specifications, and reports, in accordance with the Contract. The Lump Sum is exclusive of all applicable taxes and customs duties.	**Lump Sum**	**Lump Sum**	-----	-----		
2	Provisional Sum: Remuneration to cover specialized procurements and capacity-building inputs in accordance with the stipulations under section No. 8 from the TOR (page 67) excluding all Taxes and Custom Duties	**Provisional Sum**	**Provisional Sum**	-	50,000	-	50,000
	Total amount excluding all taxes and custom duties in fig.: (**)** **The total in writing:** **.....Jordanian Dinars**						
	The Consultant's name:						

	Authorized in signature: ..... **Position: .....** **Phone no.: ..... Fax no.: .....** **P.O. Box: .....email: .....** **Seal & Signature of the Engineering Office:**

Appendix of the contract No. (8)
Declaration of the Other Payments

I, the undersigned and fixing my seal below ----------

We, the undersigned and fixing our seals below ----------

We declare that we are aware of the provisions under article (22-R) of the General conditions of the Contract Agreement of the Engineering Services (C1) and in compliance with this article; we enclose a properly signed declaration disclosing all direct or indirect commissions, consulting fees, agent fees or others and anything of a financial value paid or agreed to be paid to "the others" we also attach a detailed description of these Other Payments and to whom they were paid to and the basis thereof whether made or to be made directly or indirectly by us or on our behalf or by our Sub-Consultants or on their behalf or by their staff, agents or representatives in connection with the Invitation to submit offers for the execution of this Contract or the Bidding / Auctioning itself or the award to the Consultant or the negotiations to sign the Contract or for its actual execution.

We also agree to promptly present a written declaration to the First Party of the existence of any Other Payments including, for example, a detailed description of the reason thereof, on the date of paying or obliged to pay, whichever occurs first. We also agree that the First Party to take the actions stated under the aforementioned article at the event of any violation or breach by us of the provisions of article (22/R/1) thereof, and we abide ourselves to all what provided for in this article.

Accordingly, we sign on: ----------

Consultant's name: ---------- Name of authorized person to sign ----------

Signature of authorized person to sign ----------

Seal ----------

*** The Consultant shall submit the Declaration of the Other Payments. In the event that the he did not pay any commissions, fees or any of the matters stated in article (R-22) he shall mention so in the submitted Declaration. Any one does not submit such Declaration; his offer will be rejected. Consultant shall put the declaration in a separate sealed envelope.**

Appendix of the contract No. (9)

Declaration of the illicit Payments

I, the undersigned and fixing my seal below ----------

We, the undersigned and fixing our seals below ----------

We declare that are aware of the provisions under article (22-Q) of the General condition of the Contract Agreement of the Engineering Services (C1) and in compliance with this article; we enclose a properly signed declaration disclosing that we did not pay any direct or indirect commissions, consulting fees, agent fees or others and anything of a financial value or give promises or pledges to pay or offer such things whether directly or in directly regardless whether this was made by us or on our behalf or by our Sub-Consultants or on their behalf or by their staff, agents or representatives to the First Party including without limitation any "official" whether or not acting in an official capacity, in connection with the Invitation to submit offers for the execution of this Contract or the Bidding / Auctioning itself or the award to the Consultant or the negotiations to sign the contract or for its actual execution.

We also agree not to pay or promise to pay such payments whether directly or indirectly regardless whether this was made by us or on our behalf or by our Subconsultants or on their behalf or by their staff, agents or representatives to any "official" in connection with the amendment, renewal, extension or execution of this Contract.

Accordingly, we sign on: ----------

Consultant's name: ---------- Name of authorized person to sign ----------

Signature of authorized person to sign ----------

Seal ----------

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* The Consultant shall submit the Declaration of the illicit Payments. In the event that he did not pay any commissions, fees or any of the matters stated in article (Q-22) he shall mention so in the submitted Declaration. Any one do not submit such Declaration, his offer will be rejected. Consultant shall put the declaration in a separate sealed envelope.

**NOTE: In the event of any difference in interpretation between the English and Arabic text, the Arabic text shall prevail.*



Table No. 1 - The Awarded Government Tenders

It is required from all offices and engineering companies participating in this tender to fill the office or company's commitment to the government tenders rewarded to them as shown below:

No.	No. and tender name	Percentage of current commitment in dinars				Employer Name	Commencement date	Original Tender duration	Expected date for completion
		Design	supervision	both	Execution percentage				

Notes
-Anyone who does not fill out this form will be subject to rejection.
-If the form is not enough, other pages can be attached to it.

I certify that the above information is correct and accurate and I take full responsibility for it.

Name of authorized person to sign
Signature and Seal

Table No. 2-The institutional status

All offices, engineering and consulting companies participating in this tender are required to fill out the form below relating to the institutional status with the names of partners who have joined or left the company or office.

No.	names of the partners on the date of the last modification	Names of partners who have left the company or office	Date of leaving	Reason of leaving	Names of partners who have joined the company or office	Date of entry

Notes:

- C. Vs, certificates and experience certificates shall be attached for New Partners.
- A certificate from the Engineers Association and the Ministry of Industry and Trade shall be attached to the names of the partners at the time of qualification and the names of the partners at the moment.
- Anyone who does not fill out this form will be subject to rejection.

I certify that the above information is correct and accurate and I take full responsibility for it.

Name of authorized person to sign:
Signature and Seal