



THE HASHEMITE KINGDOM OF JORDAN

MINISTRY OF WATER AND IRRIGATION



JORDAN VALLEY AUTHORITY

Tender No (FARA/4/2026)

**Engineering and Technical Advisory Services to Irrigation
and Infrastructures Projects Directorate in Jordan Valley
Authority (JVA)**



Engineering Services Contract

For the Provision of Engineering and Technical Advisory Services to Irrigation and Infrastructures Projects Directorate in Jordan Valley Authority (JVA)

**Department: Jordan Valley Authority / Irrigation & Infrastructures Projects
Directorate**

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

Second party: The Consultant

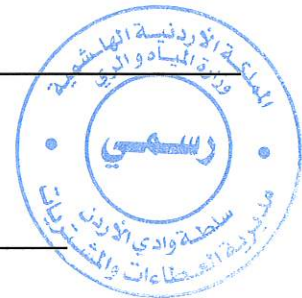
Tender Number:

FARA/4/2026

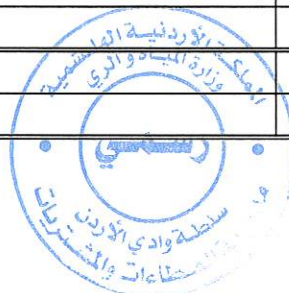
Date of signing the contract:

Duration of the Contract: (24) Twenty-Four Months

Accepted Contract Amount



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**Form of Contract Agreement of Provision of Engineering and Technical
Advisory Services to Irrigation and Infrastructures Projects Directorate in
Jordan Valley Authority (JVA)**

Tender No.: FARA/4/2026

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 engineering and technical advisory services to support the management of all FARA-related activities (United States Government funds) and other capital investment projects such as but not limited to preparation of studies, designs and tender documents, 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: (24) Months. In writing:
(Twenty-Four Months).

- 4. The second party agrees to carry out the engineering services required from him under this contract and accomplishes and delivers them in accordance with the terms and requirements contained this contract.
- 5. The first party agrees to pay the second party the amount of the contract (Fees) on the dates and in the manner 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:

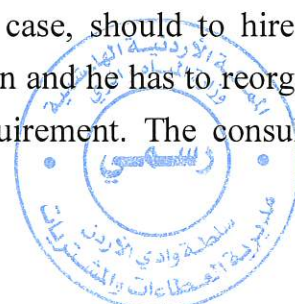
Prior to the signing of the contract and after receiving the Resolution of award, the consultant shall provide the employer with a performance guarantee to ensure the performance of the engineering services and fulfill the obligations set forth under the contract for a period three months subsequent 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)

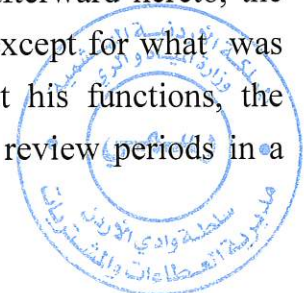
- Validity of the contract, commencement, extension of work duration, delays in providing the required services:

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):

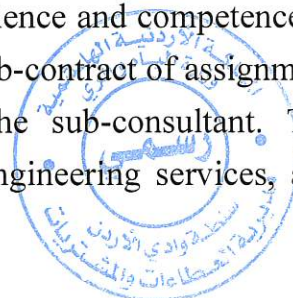
- Duties of the Consultant:

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)

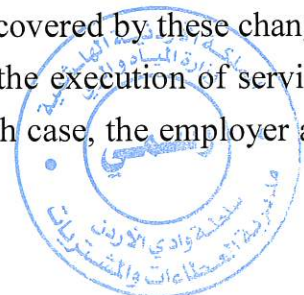
- Site investigations:

- A. Unless the special conditions specified otherwise, contracting with a site investigation consultant 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:

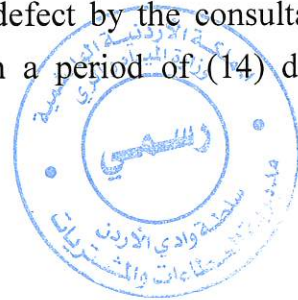
(12/A) : The consultant shall be considered in default if any of the following cases occurred during the performance of this contract:

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).



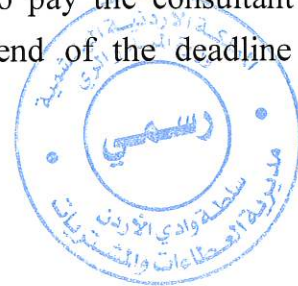
Article (16):**- Terms and stages of work:**

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:

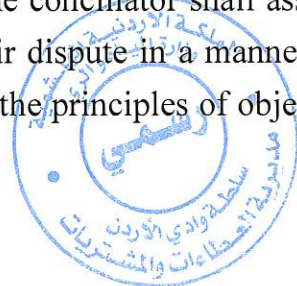
The employer shall have the right to select an appropriate number of employees to send them to work with the consultant's staff for training of the studies according to a program agreed upon between the two parties and the employer shall pay their salaries and benefits.

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:

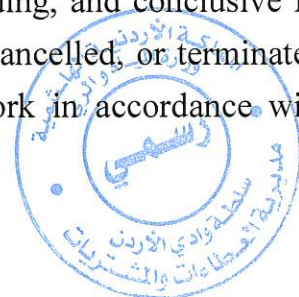
- A. If a notice was issued by any party in which he expresses his desire to settle the dispute amicably, the other party shall, within the period of (14) days from the date of receipt of such notice, send a written response to the sender of the notice in which he expresses his acceptance for an amicable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

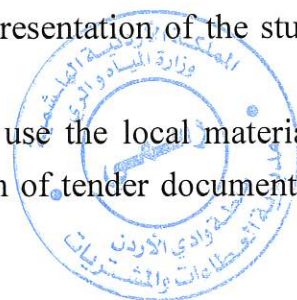
- Notarial notifications:

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):

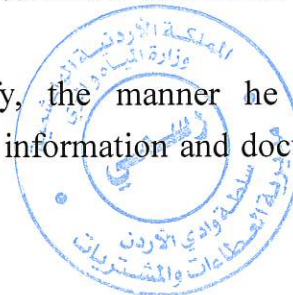
- General provisions:

- 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.

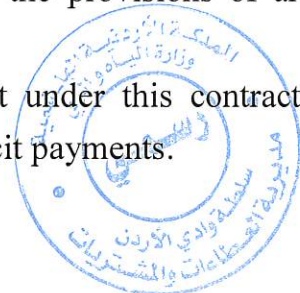
- G. The headings:** - Headings shall not be an integral part of the contract, and they shall not be taken into account when interpreting the provisions of the contract or their content.
- H. Singular and plural:** - The singular could be referred to the plural and vice versa in accordance with the (presumption) 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:

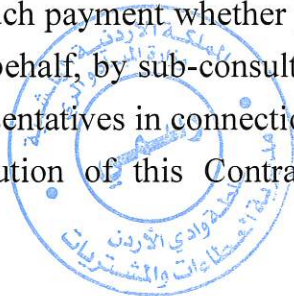
1. The consultant fully declares and undertakes to the first party in appendix no. (6) that he did not pay or promise to pay any of the illicit Payments directly or indirectly regardless whether paid by the Consultant or on his behalf or by his sub-consultants or on their behalf or any of their staff, 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)

Timetable schedule for services

The engineering office must provide the engineering services required under the contract during a period of (24 months) twenty-four months from the date of the commencement, without modifying the fees, financial allowances and services provided throughout the period of validity of the contract. Noting that JVA will issue a 7 calendar days' commencement notice to the winner consultant after the contract signature. Accordingly, the consultant shall mobilize his approved staff in order to commence contract's activities within 7 calendar days from the date of contract signature.



Appendix of the contract No. (1/B)

Remuneration and Payment

The fees paid to the engineering, technical and administrative staff provided to the Jordan Valley Authority shall be paid according to the positions, numbers and fees shown in the fee schedule and these fees shall be of a fixed value throughout the duration of the contract.



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 <i>JOD 325,000.00</i>

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 five (5) 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 two (2) individual services contracts completed within the ten (10) years period prior to the deadline for submission of the Proposals, for the provision of projects' management or engineering and technical advisory services, for water, wastewater or irrigation infrastructures projects. The value of each of the services' contracts (for which projects' management, engineering and technical advisory services were provided) shall have been at least 265,000 JOD.

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 technical proposal for providing engineering services.

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. Staff and CVs

The participant must submit a list containing the names of the engineering, technical, and administrative staff, along with their CVs and their supportive documents including all practical experience and academic (qualification) certificates. A mark is allocated to this item in the technical evaluation. The marks for this item are distributed according to the table below:



Number	Specialization/Service	Required Number	Mark	Total Marks
1	Projects planning and finance management consultant	1	20	20
2	Design and Studies Engineer	1	20	20
3	Electromechanical Engineer / Specifications	1	10	10
4	Document Controller	1	10	10
Total Marks for Staff				60

2. Technical Proposal for Services Providing: This section will be evaluated according to the following criteria:

A. Understanding the Contract:

Under this section, the participant shall provide a detailed explanation showing their understanding of the contract, demonstration of contract various elements, and his comprehension to its technical requirements. He also shall outline his vision for methodology of managing the contract and how to operate its different components according to the highest professional standards. If the participant intends to contract with specialized entities to provide the required service, he must identify these entities. Furthermore, he must outline the key factors for the contract's success, in addition to take into account and adjust the procedures and elements of public safety and a plan for responding to potential risks.

B - Additional Services to be Provided by the Engineering Office:

Under this section, the engineering office provides a detailed explanation of any additional engineering or technical services it offers that it believes serve the contract's objectives. Examples include, but are not limited to: Environmental Impact Assessment (EIA) services when required; capacity building through a series of technical, engineering, and administrative training courses relevant to the authority's scope of work and within the engineering office's expertise and qualifications; and any other services offered by the engineering office as additional services included in the contract value. Taking into consideration that these services will be part of the evaluation criteria for the submitted engineering firms' bids, where the applicant offering the highest number of additional engineering services, after evaluating these services will be awarded full mark (15 points). The score for this item will be calculated for other participants in proportion to the highest bid.

3. Financial Offer:

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 calendar days from the date of submission.

4. Evaluation of Bids:

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:

Description	Mark (%)
Participant's Technical Qualifications	65
Company Profile	5
Submitted Staff and CVs	60
Technical Proposal for Providing Services	30
Understanding of Contract and Work Methodology	15
Additional Services	15
Clarity, Organization and Completeness of Submitted Documents	5
Total Technical Proposal Marks	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 50% of the score to the financial bid and 50% to the technical bid.

4. Financial Guarantees:

First: Bid Bond

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 (10,000 Jordanian Dinars / Ten 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 two years 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 Tender Documents:

Tender 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.
- **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.
- **A recent classification certificate issued by the Ministry of Public Works and Housing.**

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 registration certificate and the certificate of authorized signatories.

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 registration certificate, and the letter 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*], and 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. Submission of Offers:

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 copies 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

Email: Abdallah_Alfreijat@mwi.gov.jo

Email: Enas_Alqudah@mwi.gov.jo



3. Award:

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 must be a single local company. No company or entity 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.

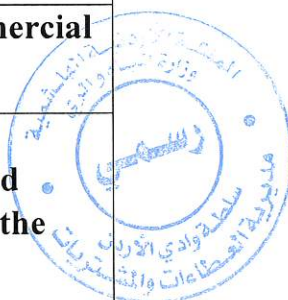


Appendix of the contract No. (3)

Statement of Conformance and Recitals

Eligible bidders shall fill in the Statement of Conformance provided below, sign it by an authorized representative of the company and stamp it with the company official stamp. Enter “Yes” or “No” in the left column to indicate your conformance level (without any additional words or qualifying statements like “Agree in Principle”, “Agree with conservation” ...etc.)

Mandatory Requirements Checklist (Statement of Conformance)	
Agree & confirm	Requirement
	1. We have read the RFP and we hereby agree and confirm with all the terms, conditions and project scope of the RFP
	2. We fully understand that the project will be managed and awarded as described in the RFP and we take fully responsibility for the successfully delivery and completion of all project and RFP requirements, tasks and as per the directions of JVA.
	3. We confirm that the prices provided in our commercial proposal are comprehensive, conform with the RFP requirement
	4. We have structured our technical and commercial proposals based on the RFP requirements
	5. We have included in our technical and commercial proposals all tools, processes and resources required to successfully complete the project as requested by the RFP.
	6. We conform that any missing item will be assumed at zero cost and JVA can't be held liable for any reimbursement or payment to be made.
	7. We have no hidden or un-declared cost items
	8. We confirm that the proposal has been prepared



Mandatory Requirements Checklist (Statement of Conformance)	
Agree & confirm	Requirement
	internally without the assistance of any external party or any previously or currently associated eligible/winning bidder(s) with Jordan Valley Authority.
	9. We confirm that our company is an independent company that is not or nor has been associated directly or indirectly with any existing or previous eligible/winning bidder(s) who has or in a legal, business, commercial or contractual dispute with Jordan Valley Authority
	10. We confirm and agree that our company will sign the contract directly with Jordan Valley Authority without any third-party or middleman
	11. We confirm that we have developed, provided information, and presented all the information required by the RFP and any additional information that will help Jordan Valley Authority to select the winning bidder.
	12. Non-disclosure Agreement: We hereby confirm that our company agrees to the JVA NDA agreement and that all employees involved in the preparation of the proposal and proposed for project implementation have signed a similar NDA with our company
	13. We confirm that we have read and fully understood the USG (United States Government) Procurement laws and regulations and shall comply with in full.
	14. We confirm that we will submit the proposal according to this RFP format and outline.
	15. We confirm that we have read and understood all findings/notes reported by JVA evaluation

Mandatory Requirements Checklist (Statement of Conformance)	
Agree & confirm	Requirement
	committee and shall address it in full in the revised proposal.

Authorized Representative Name, Official Company Stamp & Authorized Signature:

Authorized Representative Name, Official Company Stamp & Authorized Signature:

Engineering office Name

Engineering office Address

Engineering office P.O. Box

Engineering office City and Zip code

Engineering office Country

Engineering office Tel:

Engineering office Fax:

Engineering office Commercial Register



RECITALS:

a) This Agreement discusses certain matters in connection with the RFP Requirements, referred to in this Agreement as the “Business Purpose”, which requires Jordan Valley Authority to disclose certain information to Company Name; and

b) In this Agreement, Company Name shall also be referred to as the “Eligible Bidder”.

THE ELIGIBLE BIDDER HEREBY AGREES THE FOLLOWING:

1. Confidential Information

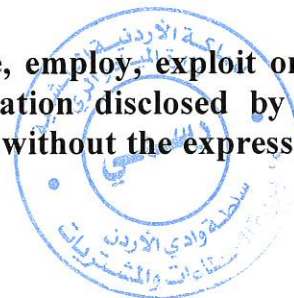
All information, whether commercial, financial, technical or otherwise, including without limitation all secret or confidential information of Jordan Valley Authority in whatever form, together with all analyses, compilations, data, studies or other documents prepared by the Eligible Bidder which are derived from or in connection with such information or which contain or are based in whole or in part upon such information, shall be referred to in this Agreement as “Confidential Information”.

2. Disclosure of Confidential Information

Jordan Valley Authority hereto agrees to disclose and provide to the Eligible Bidder such Confidential Information as is necessary for the Business Purpose. The Eligible Bidder acknowledges that Confidential Information is a valuable, special, and unique asset belonging to Jordan Valley Authority. The Eligible Bidder agrees that they shall not disclose the Confidential Information of Jordan Valley Authority to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever. However, the Eligible Bidder shall be permitted to disclose Confidential Information on a need-to-know basis to all staff, both support and management, employed by it or any of its subsidiary, affiliated or associated companies, provided that the terms of this Agreement are made known to such staff, who will be bound by the terms of this Agreement.

Jordan Valley Authority further agrees that Confidential Information may be disclosed to the Eligible Bidder's professional advisers, agents, and consultants provided that such professional advisers, agents and consultants sign an undertaking relating to confidentiality on the same terms and conditions as contained herein.

The Eligible Bidder agrees that they shall not utilize, employ, exploit or in any other manner whatsoever use Confidential Information disclosed by Jordan Valley Authority other than for the Business Purpose without the express written consent of Jordan Valley Authority.



The Eligible Bidder shall restrict Confidential Information received from Jordan Valley Authority to the officers and employees of the Eligible Bidder on a need-to-know basis and will not, save as expressly provided in this Agreement, disclose Confidential Information to any other persons.

3. Title

All Confidential Information of Jordan Valley Authority is acknowledged by the Eligible Bidder to be the property of Jordan Valley Authority and the disclosure of Confidential Information shall not be deemed to confer on the Eligible Bidder any rights to such Confidential Information.

4. Standard of Care

The Eligible Bidder agrees that they shall protect the Confidential Information of Jordan Valley Authority using not less than the same standard of care that the Eligible Bidder applies to its own Confidential Information and that Confidential Information shall be stored and handled in such a way as to prevent unauthorized disclosure.

5. Return of Confidential Information

Jordan Valley Authority may request in writing at any time that any written Confidential Information disclosed pursuant to the terms of this Agreement and any copies thereof be returned with a written statement to the effect that upon such return the Eligible Bidder has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof, and the Eligible Bidder shall comply with any such request within seven (7) days of receipt of such request.

Any part of Confidential Information which consists solely of analyses, compilations, studies, or other documents prepared for Jordan Valley Authority and which the Eligible Bidder by agreement with Jordan Valley Authority does not return to Jordan Valley Authority will be destroyed by request of Jordan Valley Authority, and such destruction will be confirmed by the Eligible Bidder in writing.

Should Jordan Valley Authority make such a request to return or destroy Confidential Information and the Eligible Bidder has acted in accordance with the request, then the Eligible Bidder will have no further responsibility for the Confidential Information and any work products developed based upon such Confidential Information referred to in the request.

6. Excluded Information

The obligations pursuant to this Agreement shall not apply to any Confidential Information that:



a) is or becomes publicly known, otherwise than as a consequence of a breach of this Agreement.

b) is developed independently by the Eligible Bidder without access to the Confidential Information.

c) is disclosed by the Eligible Bidder to satisfy the legal demand by a competent Court of Law or government body, provided however that in these circumstances the Eligible Bidder shall advise Jordan Valley Authority prior to disclosure so that Jordan Valley Authority has an opportunity to defend, limit or protect against such production or disclosure, and

a) provided further that the Eligible Bidder will disclose only that portion of Confidential Information which is legally required to be disclosed and the Eligible Bidder will exercise its reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information so required to be disclosed.

d) is disclosed to a third party pursuant to written authorization from Jordan Valley Authority.

e) consists solely of generalized ideas, concepts, know-how or techniques relating to computer hardware or software; or

f) is received from a third party without similar restrictions and without breach of this Agreement.

Except as provided above, the obligations of paragraphs 2, 3, 4 and 5 of this Agreement shall survive the completion of the Business Purpose or the termination for whatever reason of this Agreement.

8. Entire Agreement and Severability

This Agreement contains the entire agreement with respect to the subject matter of this Agreement and supersedes all prior agreements by the Eligible Bidder pertaining to Confidential Information, whether written or oral, with respect to the subject matter of this Agreement.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.



9. Notices

All notices, demands or other communications under this Agreement shall be given or made in writing, and shall be delivered personally, or sent by certified or registered mail, with return receipt requested, addressed to the Eligible Bidder at the address set out at the head of this Agreement or at such other addresses as may be designated by notice from the Eligible Bidder, with a copy sent by Fax at such number as the Eligible Bidder hereto shall designate from time to time. Any notice, demand or other communication given or made by mail in the manner prescribed in this paragraph shall be deemed to have been received seven (7) days after the date of mailing.

10. Additional Provisions

The Eligible Bidder acknowledges that a breach of this Agreement and unauthorized disclosure of Confidential Information is likely to cause substantial and irreparable damages to Jordan Valley Authority and therefore, in the event of any such breach, in addition to other available remedies, Jordan Valley Authority shall have the right to seek specific performance and/or other injunctive and equitable relief.

The Eligible Bidder shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to carry out the terms, provisions, and purposes of this Agreement. No amendment, interpretation, or waiver of any provisions of this Agreement shall be effective unless made in writing and signed by Jordan Valley Authority and the duly authorized representative of the Eligible Bidder.

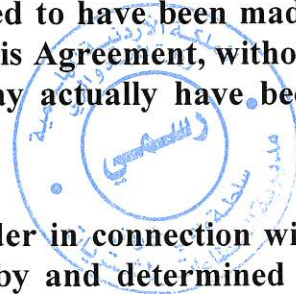
The failure to enforce or to require the performance at any time of any one of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement or any part hereof or the right of Jordan Valley Authority thereafter to enforce each and every provision in accordance with the terms of this Agreement.

The headings of paragraphs are used for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

This Agreement may be executed in counterparts, all of which shall constitute one Agreement, and each such counterpart shall be deemed to have been made, executed, and delivered on the date set out at the head of this Agreement, without regard to the dates of times when such counterparts may actually have been made, executed, or delivered.

11. Governing Law

This Agreement and the relationships of the Eligible Bidder in connection with the subject matter of this Agreement shall be governed by and determined in accordance with the laws of the Hashemite Kingdom of Jordan and the Eligible



Bidder submits to the non-exclusive jurisdiction in relation to any legal actions or proceedings arising out of or in connection with this Agreement.

12. Representations and Warranties

The Eligible Bidder represents and warrants to Jordan Valley Authority that it is a corporation duly organized and validly existing in the jurisdiction of its incorporation. The Eligible Bidder represents that they have full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement.

13. Validity

This Agreement shall become effective from the date indicated at the head of this document.

The undersigned being the duly authorized representative of Company Name do hereby agree to abide by the provisions of this agreement.

On behalf of Company Name

Signed

Printed

Title

Date



Appendix of the contract No. (4)

Terms of Reference (TOR)

1- Chapter 1 - Overview:

A. Jordan Valley Authority

The Jordan Valley Authority (JVA) manages and protects water and land resources and their supporting infrastructure in the Jordan Valley. JVA was established in 1977 with a mandate for the integrated development of the Jordan Valley encompassing all aspects of life. In 1988 JVA became part of the Ministry of Water and Irrigation (MWI).

The population in the Jordan Valley valley increased substantially from 70,000 in the early 1970s to 300,000 inhabitants to date. Land was reclaimed and divided into irrigated farm units. Around 10,000 farm units, each with an area of 30-40 dunums, were distributed to farmers.

JVA is responsible for the socioeconomic development of the JV, including water resource development and irrigation distribution. JVA was created to take up development in the Jordan Valley, with an emphasis on irrigation development, tourism and industrial development. All technical ministries are represented in its management board. Primarily, the JVA manages bulk water supply for irrigation, agricultural and industrial purposes and promotes land development in the Valley. The JVA is also responsible for water resources development, improving the environment, hydroelectric power, tourism, industry and other beneficial uses in the Valley, as well as setting all necessary regulations to control the use of water in farm units, oversight of irrigation networks and agricultural roads networks, and implementation of master and detailed plans for lands outside the planning authority of municipalities.

At present, JVA operates largely as a regulatory body steering and approving also new development initiatives in the Jordan Valley. Within a mandate area stretching throughout the valley areas up to the 300 m contour line north of the Dead Sea and up to the 500 m contour line south of the Dead Sea, the JVA presents an important stakeholder. The JVA has organized Water Users Associations (WUA's) in the Jordan Valley to encourage community and private sector participation in managing public resources and to provide services for its customers.

Based on this principle, the Jordan Valley Authority seeks the technical services described below. Therefore, the Jordan Valley Authority invites engineering consultancy firms classified as **Category 1 (A) in the water and wastewater sector** to submit their technical fees according to the table below. The firms must submit and approve the CVs, along with their supportive documents including practical experience and academic (qualification) certificates, of their staff, demonstrating the required experience and technical qualifications in the authority's infrastructure projects. Multiple staff options are welcome.

The engineering firm will provide a permanent, qualified staff for the agreed-upon duration and monthly fees. The staff will be based at a designated work site provided by the Jordan Valley Authority. Close coordination shall be maintained with the Irrigation and Infrastructures Projects Directorate of the Jordan Valley Authority.

B. Definitions:

Unless otherwise stated, the following terms and expressions shall have the meanings assigned to them below:

Project: Engineering Services Project for the Irrigation and Infrastructures Projects Directorate of Jordan Valley Authority.

Participant: Any company submitting a bid to participate in this tender.

Management: The Jordan Valley Authority, which, through its Irrigation and Infrastructures Projects Directorate, will manage the contract with the engineering firm.

Bid: The combined technical and financial proposals submitted by the participant in this tender.

2- Chapter 2 - Job Description:

A. Location:

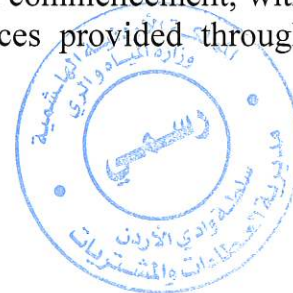
The engineering, technical and administrative staff will be stationed at various projects' sites within the jurisdiction of the Jordan Valley Authority. The offices of the engineering, technical, and administrative staff will be located in the Jordan Valley Authority building/ Irrigation and Infrastructures Projects Directorate.

B. Technical Staff:

The engineering office must submit the CVs listed in the table at the end of this document along with their supportive documents including practical experience and academic (qualification) certificates, matching the job description, duties, and specified years of experience.

C. Project Implementation Period:

The engineering office must provide the required engineering services under a contract for a period of twenty-four (24) months from the date of commencement, without any adjustment to the fees, financial allowances, or services provided throughout the contract period.



D. Scope of Work:

As for providing technical advisory support, the scope covers the following: -

1- The provision of services by the consulting firm along the duration of work to provide their support during the project life cycle in the areas of planning, contract management, project management, procurement, and financial analysis, in addition to technical support related to design, supervision, procurement, and O&M procedures. The consulting firm shall support JVA in building capacity in those areas by drafting customized operating procedures, management tools, and reporting templates relevant to these areas and transfer the knowledge to the relevant JVA staff members.

2- Upgrade and complement the technical capacity of JVA's staff including the employment of experts to support and build the capacity of staff who are responsible for the management of all FARA-related activities and other capital investment projects. This will include the following expertise at a minimum: planning, contract management, project management, and technical support.



3- Chapter 3 - Required staff/engineering, technical, and administrative services, Transportation and Client's Supplementary Conditions:

A. Staffing and Transportation:

The Consultant shall demonstrate that he has suitably qualified and experienced experts among its key personnel, who have the appropriate level of academic and professional qualifications and experience gained in similar projects to recognize and to deliver with respect to the management requirements.

The consultant shall submit a staffing and transportation schedule with the following minimum requirements:

No.	The Staff Position / Name	No. of Required Staff	Qualifications	Minimum years of experience in the field	Job Description and Responsibilities	Time period in months
1	Projects planning and finance management consultant	1	Bachelor's degree or higher in an engineering discipline Other project management certifications: PMP as an additional qualification 	10	• Contribute to the development of future and strategic plans for capital projects, ensuring alignment with the Authority's priorities and objectives. • Assess and analyze funding opportunities (loans and grants) in line with organizational priorities; identify projects suitable for funding and build relationships with potential funding sources. • Monitoring (Follow-Up) and supervising financial agreements related to internal and external funding, including their terms of reference and timelines, maintaining the necessary records and files, utilizing presentation skills, and preparing periodic and ad-hoc reports related to their terms and submitting them to his excellency the Secretary-General. • Coordinating and communicating, directly or indirectly, with external entities, as authorized by the Secretary-General, with funding and supporting agencies for the projects.	24

No.	The Staff Position / Name	No. of Required Staff	Qualifications	Minimum years of experience in the field	Job Description and Responsibilities	Time period in months
					• Support JVA in building capacity in those areas by drafting customized operating procedures, management tools, and reporting templates relevant to these areas. • Reviewing, tracking, and preparing plans and activity sequences for each phase of proposed and existing projects within the agreements, using specialized software, continuously updating these reports, comparing planned progress with actual progress, analyzing gaps, and identifying risks. • Preparing preliminary estimates of the feasibility and costs of proposed projects, in addition to expected timelines. • Working on reviewing reports and studies and developing recommendations based on the directives of His Excellency the Secretary-General.	
2	Design and Studies Engineer	1	Bachelor of Civil Engineering	7-10	• Preparing technical studies, including tender documents and drawings for infrastructure projects and projects related to the nature of the authority's work. • Reviewing and evaluating the tender documents submitted by consulting firms (offices) to ensure compliance with technical requirements and standards. • Creating and reviewing hydraulic analysis models using relevant software • Preparing the comprehensive necessary technical reports to support	24

No.	The Staff Position / Name	No. of Required Staff	Qualifications	Minimum years of experience in the field	Job Description and Responsibilities	Time period in months
					project planning and decision making. • Possessing sufficient experience to deal with relevant engineering software such as GIS, AutoCAD, Civil3D, WaterGems. • Have a strong experience in contracts management.	
3	Electromechanical Engineer / Specifications	1	Bachelor of Mechanical or Electrical Engineering	7-10	• Experience in technical specifications for water and infrastructure projects, including reviewing technical specifications for tenders, studying and reviewing technical proposals submitted by contractors. • Preparing and reviewing mechanical and electrical drawings. • Conducting studies related to pumping stations, energy efficiency and operation. • Preparing necessary technical reports, • Proficiency in relevant engineering software such as WaterGems, Hummer and AutoCAD. • Preparing operation and maintenance procedures.	24
4	Document Controller	1	Bachelor's degree in Business Administration / Management Information Systems / Computer Information Systems or any related field	-	• Following up on tax exemption applications (correspondences letters). • Coordinating all necessary procedures. • Performing all required archiving tasks. This includes both paper and electronic archiving, encompassing the following: 1- Paper and electronic archiving of all studies and designs (Rev 1...Final Revision). 2- Paper and electronic archiving of all	24

No.	The Staff Position / Name	No. of Required Staff	Qualifications	Minimum years of experience in the field	Job Description and Responsibilities	Time period in months
					correspondences (project-by-project). 3- Paper and electronic archiving of agreements and committee decisions. 4- Paper and electronic archiving of financial claims (Payment Certificates) (project-by-project). 5- Paper and electronic archiving of projects' submissions (shop drawings, submissions, etc.) (project-by-project). 6- Paper and electronic archiving of technical committee reports. (variations orders, negotiations, etc.). 7- Paper and electronic archiving of as-built drawings and all project closure requirements. 8- Any other necessary work to ensure document preservation and easy access. • Have Good communication and coordination skills. • Have Time management and ability to meet deadlines.	
5	Engineering Design Services	-	-	-	When required and requested by the employer, the employer may commission the engineering firm to design and prepare comprehensive tender documents for any project related to the nature of the authority's work. The engineering firm will provide the necessary technical staff to prepare the project documents according to the project's nature, understand the employer's requirements,	24

No.	The Staff Position / Name	No. of Required Staff	Qualifications	Minimum years of experience in the field	Job Description and Responsibilities	Time period in months
					and submit 10 certified copies of any documents, duly certified by the engineering firm and relevant authorities, in addition to an electronic copy in Word, AutoCAD, and PDF formats. Pricing will be based on the attached schedule of design and document preparation fees, which specifies the main required specializations and is calculated on a daily rate basis. Remaining required staffing costs will be included in these rates. Before agreeing on any project, the necessary main staff, the project duration, and the total fees will be determined and approved.	
6	Engineering Office Backstopping	-	-		Monitoring and supervising (follow-up) the submitted staff, providing technical and administrative support to the staff, submitting the necessary periodic reports, developing work models, procedures and reports for the Irrigation and Infrastructure Projects Directorate, and submitting the necessary proposals and recommendations.	24
7	Four-Wheel Drive Pickups	-	-		-	24

B. Client's Supplementary Conditions:

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

- The bidder must complete the fees schedule, including monthly fees, total fees for each item, and the total for all fees and engineering services. Fees for item (5/Engineering Office Backstopping) must be included in the bid prices for the entire contract period.

• Within 14 days from the date of receiving the Commencement Notice, the consultant shall provide (3) Three full option heavy-duty four-wheel-drive vehicles; one for the transportation of the consultant's staff and two for the transportation of the employer. This provision shall remain in effect throughout the duration of the contract and any extensions thereof. The vehicles model year shall be similar to the year of tender award.

The vehicles must meet the following specifications:

1. Double-cabin, four-wheel-drive pickup/car.
2. Diesel engine with a minimum capacity of 2500 cc if Pickup, Gasoline/Hybrid Engine, minimum 2500 cc if Car.
3. Automatic transmission.
4. Power Steering.
5. Power/brakes-heavy duty.
6. Heavy-duty shock and suspension systems.
7. Air conditioning and heating.
8. AM/FM radio.
9. Heavy-duty battery.
10. Heavy-duty off-road tires.
11. Spare tire, traffic triangle reflector, fire extinguisher, and standard tools (jack, pliers, tool kit, set of spanners etc.).
12. GPS tracking system for all vehicles.

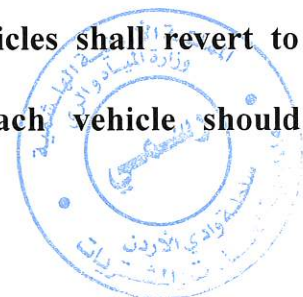
The cost of providing the vehicles shall be calculated based on the monthly rate specified in the Consultant's Fees table. The monthly rate shall include all costs associated with the vehicles including comprehensive insurance, fuel, licensing, fees, oil changes and periodic maintenance required for their operation. The Consultant shall be responsible for providing all fuel, lubricants, tires, and other consumables, as well as all maintenance, repairs, operating costs, and the annual renewal of vehicle registration and comprehensive insurance under the Consultant's name.

The vehicles must be maintained in a safe and serviceable condition.

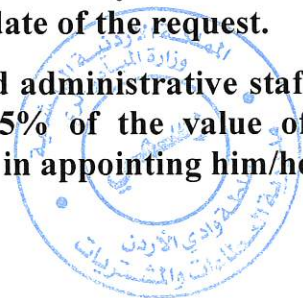
The Consultant shall provide a suitable replacement vehicle during the maintenance of any vehicle. In the event of a breakdown or accident, the Consultant shall provide a replacement vehicle within 24 hours. If the Consultant fails to provide the required vehicles within the specified period, the project's staff reserves the right to procure the necessary vehicles until such time as the Consultant provides them. The costs of providing and maintaining these vehicles shall be deducted from the Consultant's invoices.

Upon completion of the tender, ownership of the vehicles shall revert to the Consultant.

It is noted that the average weekly usage for each vehicle should be approximately 2,000 km.



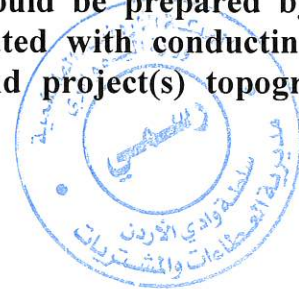
- This tender is funded by a grant from the USG (United States Government) through the FARA 6 – NRW Phase IV agreement.
- The consultant may use the technical specifications (if available) that previously were prepared by Jordan valley Authority as a reference and elaborate to reach fully comprehensive 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, engineering, or administrative 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.
- When needed, the Jordan Valley Authority may request the engineering office to provide additional staff from any of the positions listed in the schedule, at the same agreed-upon fees and for a period determined by the employer. The engineering office shall be obligated to provide and approve any such additional staff within a period not exceeding one month from the date of the request.
- In the event that any of the technical, engineering and administrative staff are not appointed, the engineering office shall be fined 5% of the value of the monthly fees for this specialization for each day of delay in appointing him/her.



- All personnel approved by the Jordan Valley Authority/Ministry of Water and Irrigation as engineering, technical, or administrative 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, engineering, or administrative staff member, 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.
- Engineering office fees shall be paid on a monthly basis (monthly payment certificate).
- 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 Specifications shall clearly set forth the works to be performed and the materials and workmanship clearly and precisely.
- The consultant shall elaborate the Conditions of Contract (COC) for the above mentioned projects according to the last versions issued by Ministry of Public Works and Housing (MPWH) regarding these conditions and contracts i.e. the standard bidding documents concerning the procurement of the governmental works for the year 2024. However, the COC should be in English language and be customized according to JVA and financier requirements.
- 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 validate and review the responses prepared by other consultants to contractors' inquiries and/or clarifications requests during tendering stage. However, if the designs and tender documents would be prepared by this contract's consultant the responses shall be prepared, validated and reviewed by himself.
- The consultant shall comply with the applicable local requirements, laws, USG (United States Government) requirements, and obtain all the permits, licenses and/or approvals from the required authorities if necessary, after coordination with the Client.
- The consultant shall co-participate in site visits during tendering stage. However, if the designs and tender documents would be prepared by this contract's consultant the site visit(s) shall be conducted by himself.
- The consultant shall obtain all the necessary information and/or data to complete the studies, designs and tender documents by his own means.
- 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 projects' data and/or information including transportation costs, coordination, and any other related costs.
- If the studies, designs and/or tender documents would be prepared by this contract's consultant, he shall bear all costs associated with conducting soil investigations tests (where needed and required) and project(s) topographic survey works.



- It is the Consultant's responsibility to coordinate his activities with all stakeholders relevant to the Project(s). 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 Tender documents.

Soft copies shall be provided in all available format (PDF, word, excel, AutoCAD, ...etc).



Appendix of the contract No. (5)

TENDER (BID) Security form (BID GUARANTEE/ BANK GUARANTEE)

WHEREAS.....

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

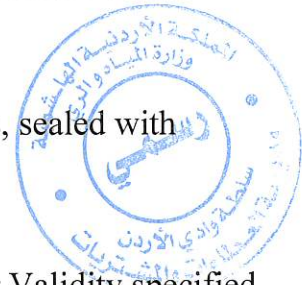
For the ... (Hereinafter called "the project")
KNOW ALL PERSONS by these presents that we
.....

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. (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 (24 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)
Remuneration for the Provision of Engineering, Technical Advisory
Services, Engineering, Technical, and Administrative Consulting Staff to
the Jordan Valley Authority

1- Services and Staff Remuneration:

A- Comprehensive monthly allowances, including basic salaries, accrued vacations, compensations, social security contributions, taxes, transportation allowances, management allowances, profits, and unforeseen expenses.

B- All payments shall be made by the employer within (30) days of the date of submission of the relevant statements.

2- Payment Method:

The fees for the engineering, technical, and administrative staff provided to the Jordan Valley Authority, as agreed upon, shall be paid according to the positions, numbers, and fees specified in the fee schedule. These fees shall be fixed for the entire duration of the contract.

Consultant's Fees

No.	Specialization	Number	Duration (Month)	Monthly Allowance in Dinars (figures and words)	Total in Dinars (figures and words)
1	Projects Planning and Finance Management Consultant	1	24		
2	Design and Studies Engineer	1	24		
3	Electromechanical Engineer / Specifications	1	24		
4	Document Controller	1	24		
5	Engineering Design Services	-	24	Lump Sum	
6	Engineering Office Backstopping	-	24	Included	Included in the Bid Prices
7	Four-Wheel Drive Vehicles	3	24		
The total number is transferred to page ()					

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:



Consultant/design and document preparation fees

No.	Specialization	Rate / Day
1	Principal Civil Engineer (Structural) or an expert engineer with at least 15 years of experience in the field	
2	Principal Civil Engineer (Roads) or an expert engineer with at least 15 years of experience in the field	
3	Principal Civil Engineer (Water and Wastewater) or an expert engineer with at least 15 years of experience in the field	
4	Principal Civil Engineer (Project Management) or an expert engineer with at least 15 years of experience in the field	
5	Principal Architect or an expert engineer with at least 15 years of experience in the field	
6	Principal Electrical Engineer or an expert engineer with at least 15 years of experience in the field	
7	Principal Mechanical Engineer or an expert engineer with at least 15 years of experience in the field	
8	Principal Geology/Materials/Soil Testing Engineer or an expert engineer with at least 15 years of experience in the field	
9	Principal Environmental / Environmental Impact Assessment Engineer or an expert engineer with at least 15 years of experience in the field	
10	Energy Efficiency/Control/SCADA Consulting Engineer or an expert engineer with at least 15 years of experience in the field	
11	Water Loss (NRW) Consulting Engineer, or an expert engineer with at least 15 years of experience in the field	
12	Water Treatment Plant / Wastewater Treatment Plant Design Consulting Engineer, or an expert engineer with at least 15 years of experience in the field	
13	GIS / Surveying Expert Engineer with at least 15 years of experience in the field	
14	Public Safety and Occupational Health Expert with at least 15 years of experience in the field	



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 -----

* 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	<u>Percentage of current commitment in dinars</u>				Employer Name	Commence ment 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



Table No. 3- Heads of Specializations and their Assistants

All offices, engineering and consulting companies are required to fill out the form below for the current heads of Specializations and their assistants who have left the job and indicate the adjustments made to them since their last qualification.

[illegible]

Notes: -

1. C. Vs, certificates and certificates of experience shall be attached to the new staff after the last qualification.
2. A certificate from the Engineers Association is attached to the specialties and the names of the engineers.
3. 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

