THE HASHEMITE KINGDOM OF JORDAN

MINISTRY OF WATER AND IRRIGATION

JORDAN VALLEY AUTHORITY

Tender No (FARA/7/2026)

Engineering services for the preparation of studies, designs, documentation, and Supervision works for the project SCADA System Upgrades and Expansions Across the Jordan Valley Service Area

Evaluation Criteria and Scoring

A) General Instructions

1. The Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.
2. The Tenderer shall bear all costs associated with the preparation and submission of his offer and The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. The project is tax exempted.
4. The unit rates and prices shall be quoted by the bidder in Jordanian Dinar (JOD) only.
5. Only bidders which are located in countries fall within the Authorized Geographic Code 937 countries will be allowed to participate in the bidding process.

B) Confidentiality

All information provided in this RFP must remain confidential. All information received from Bidders as part of the Bid Process will be treated on a confidential basis by the Employer. The Employer reserves the right to disclose summary information concerning Bids received.

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

C) Preparation

The proposal should be submitted in a bound format with section dividers and should comprise of **Three** sealed envelopes marked as envelope No. 1 "Bid Security", envelope No. 2 "Technical Proposal", and envelope No.3 "Financial Proposal", as the following:

1. Envelope (1) - the Bid Security, with the value and validity as stated in the Invitation to Bid, in the form set out in the documents (Appendix No. 1) or in another form acceptable to the Employer.

2. Envelope (2) - Technical Proposal which shall address and contain the following parts in the following order:

    a) **Part I - Detailed Technical Proposal:** which shall consist of the following sub-parts in the following order**:**

        I. Letter of Submission completed, signed, and stamped.
        II. Information about the consultant; Name of the firm, address, contact information, name and title of the contact person, the latest certifications, and company registration.

III. A written power of attorney authorizing the signatory of the bid to commit the bidder, and Delegation of Power if applicable.

IV. A table "Relevant Similar Experience", at least **THREE** similar projects/experiences covering the project in this tender, including the necessary supportive certificates and documents for similar projects or any official document from the Employer to prove the description of the similar project and its main components. Providing the following information for the similar project; the name of the project, location, name, address, and contact information of the Employer, name, address and contact information of the designer, number of the contractors and supervision, and a project description including size, construction cost, and variation, … etc.

A similar project/experience is defined as design and/or supervision of water and/or wastewater projects completed within the last ten years, which shall include **Two** of the following as minimum as shown below:

1- Supply and Installation of remote sensors, telemetry units, measurement and control devices (flow meters, valves, control gates, etc) and communication infrastructure.

2- The aggregation of SCADA signals and integration with the Central SCADA system.

3- Procurement and installation of SCADA system components such as but not limited to PLC/RTU panels, Electrical panels – including MDBs, control panels, VFDs, and soft starters, electrical actuators, Communication MODEMs – 4G, RF or Satellite with associated antennas, Pressure transmitters, Ultrasonic level meters, Power and control cables, Electromagnetic flow meters (EMFMs).

***Note: The total construction value of each of the above similar projects/experiences shall be at least 4.7 million Jordanian Dinars.**

V. A table "Key Staff" setting out:

- All proposed positions for Key Staff (during the design stage and supervision stage) and the qualifications, years of experience and areas of expertise for each of the proposed positions.
- A "Curriculum Vitae" which contains the signed curriculum vitae (CV) for each of the Key Staff.
- The related academic (qualifications) certificates, experience certificates; and
- Commitment letter from the consultant to provide the proposed key staff in case of award the contract.

VI. Proposed "Methodology" setting out the following **at design and supervision stages**:

- Technical Approach and Methodology during the design and the supervision stages: The bidder shall explain the understanding of the objectives of the assignment as outlined in the scope of works, the technical approach, and

the methodology he will adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.

- Work Programme for both design and supervision stages: The bidder shall provide an indicative work programme bar chart including a critical path diagram, outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work programme should be consistent with the technical approach and methodology, showing the consultant understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- Project Deliverables: This section shall present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what JVA shall expect to see and/or receive on the associated date should be described and/or presented as examples.
- Organization and Staffing: The bidder shall describe the structure and composition of the project team during both stages (Design & Supervision), including the list of the Key Experts, other experts, and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Bidder shall include an organization chart showing the Consultant's internal organization as well as the interactions with the Employer as well as with other stakeholders.
- Quality Control and Management during both stages (design & supervision): The bidder shall outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants, and local partners, before submission to the Employer. Reference to ISO 9001 is not considered to be adequate.

b) **The Technical Proposal must not contain any bid cost/financial information. If the Bidder's technical proposal include any cost/financial information or indications that may be interpreted reveals bid price, this will lead to rejecting the bid immediately.**

3. Envelope (3) - Financial Proposal which consists of

   a) Tender form.
   b) The financial offer, stamped and signed as required.
   c) Detailed financial analysis for staff monthly remuneration fees.



D) Submission, and Opening

The proposal should be submitted in one (1) original proposal and one (1) copy as described above and clearly marked "**original**" and "**copy**". One digital copy of each envelope content saved on a Microsoft Windows accessible **USB Flash Drive** and formatted in PDF and editable format shall be inserted with the envelope content. In the event of discrepancy between them, the original hardcopy shall prevail.

The Employer will open the Bid Security Envelopes, in the presence of bidders' designated representatives who choose to attend at the address, date and time as indicated in the Invitation to Bid. The Technical Proposals Envelopes will be opened only for the bidders submitting accepted bid security in the same session and will be evaluated later.

No bid shall be rejected at bid opening session except for late bids or bids failing to comply with bid security requirements as the Invitation to Bid.

The Employer will open and evaluate only the financial offers of the technically qualified bidders and return the unopened Financial Proposal Envelopes of the bidders who failed to comply with the technical requirements.

The concerned Tenders Committee reserves the right to ignore any Bid not in compliance with these Instructions and to practice its jurisdiction in accordance with the provisions of the Governmental Procurement law and to award the Tender without being bound to accept the lowest priced Bid. Unsuccessful Bidders shall have no right to claim any compensation from the Employer in concern of this

E) Evaluation Criteria

The following table shows the scoring system for the categories and weighting for the related criteria in this RFP:



Table 1: (Scoring System)

Related Criteria Category	Criteria	Sub-Criteria		Sub-Point	Points/Score
Envelope (2) - Technical Proposal	Relevant Similar Experience	PROJECT 1	Similarity	6	24 Points
			Supportive certificates and documents for similar projects	2	
		PROJECT 2	Similarity	6	
			Supportive certificates and documents for similar projects	2	
		PROJECT 3	Similarity	6	
			Supportive certificates and documents for similar projects	2	
	Key Staff for **Design Stage**	Project Manager	Qualification	Accepted if comply otherwise the CV will be rejected	17 Points
			General Experience	Accepted if comply otherwise the CV will be rejected	
			Similar experience Project (1)	3	
			Similar experience Project (2)	3	
			Similar experience Project (3)	3	
			Similar experience Project (4)	3	
			Similar experience Project (5)	3	
			Curriculum Vitae and the related certificates	2	
		Structural Engineer (Water and Hydraulics)	Qualification	Accepted if comply otherwise the CV will be rejected	4 Points
			General Experience	Accepted if comply otherwise the CV will be rejected	
			Similar experience Project (1)	1	
			Similar experience Project (2)	1	
			Similar experience Project (3)	1	
			Curriculum Vitae and the related certificates	1	



Related Criteria Category	Criteria	Sub-Criteria		Sub-Point	Points/Score
Envelope (2) - Technical Proposal	Key Staff for **Design Stage**	Electrical Engineer	Qualification	Accepted if comply otherwise the CV will be rejected	7 Points
			General Experience	Accepted if comply otherwise the CV will be rejected	
			Similar experience Project (1)	2	
			Similar experience Project (2)	2	
			Similar experience Project (3)	2	
			Curriculum Vitae and the related certificates	1	
		Mechanical Engineer	Qualification	Accepted if comply otherwise the CV will be rejected	7 Points
			General Experience	Accepted if comply otherwise the CV will be rejected	
			Similar experience Project (1)	2	
			Similar experience Project (2)	2	
			Similar experience Project (3)	2	
			Curriculum Vitae and the related certificates	1	
		Instruments and SCADA Engineer	Qualification	Accepted if comply otherwise the CV will be rejected	10 Points
			General Experience	Accepted if comply otherwise the CV will be rejected	
			Similar experience Project (1)	3	
			Similar experience Project (2)	3	
			Similar experience Project (3)	3	
			Curriculum Vitae and the related certificates	1	
	Key Staff for **Supervision Stage**	**Project manager (One PM for the Key Project)**	Qualification	Accepted if comply otherwise the CV will be rejected	17 Points
			General Experience	Accepted if comply otherwise the CV will be rejected	
			Similar experience Project (1)	3	
			Similar experience Project (2)	3	
			Similar experience Project (3)	3	
			Similar experience Project (4)	3	
			Similar experience Project (5)	3	
			Curriculum Vitae and the related certificates	2	

Related Criteria Category	Criteria	Sub-Criteria	Sub-Point	Points/Score
Envelope (2) - Technical Proposal	Proposed Methodology and Work Program	Technical Approach and Methodology	6	14 Points
		An Indicative Work Plan	2	
		Project Deliverables	2	
		Organization and Staffing	2	
		Quality Control and Management	2	
Total			**100**	



F) Awarding

1. The bidder shall obtain a minimum of 80 points out of 100 to pass the technical evaluation, otherwise, their bids will be considered as not substantially responsive (disqualified) and will be rejected.

2. Following the ranking of the technical proposals, the financial proposals of the bidders with more than 80-points technical score will be opened by the Employer. All other financial proposals will be returned unopened after the Contract negotiations are successfully concluded and the contract is signed.

3. The Employer shall award the Contract to the eligible and technically qualified bidders and the financial offers of qualified bidders will be dealt according to the following principles and conditions:

   1. The financial offers of all bidders will be reviewed.
   2. The contract will be awarded to the bidder whose bid meets the moderate equation, as follows:

   a. The submitted prices from the consultants will be ranked in descending order.

   b. The moderate price of the submitted figures will be taken. If the number of the consultants who submitted bids was odd, the moderate price of the middle bidder will be used. If the number of bidders was even, the two middle bidders will be used, and the second (lowest) middle bidder will be considered the moderate price.

   c. Any bidder whose price is more or less than 30% of the moderate price will be disqualified.

   d. The adjusted price will be calculated by summing the remaining prices and dividing by the remaining number.

   e. The contract will be awarded to the lowest price that falls within the limits of 10% below the average price specified in item (d) above. If no such price exists, the contract will be awarded to the directly next lowest price after the limits of 10% below the average price, even if the bidder was from those who were excluded under clause (c) above.

   h. The phrase "within the limits of 10% below the average price" in (e) above means that a price equal to the average price is not included within these limits.

   i. If the formula cannot be applied according to these principles, the award will be given to the lowest price bidder.



Engineering services contract (C 1) 2006

For the preparation of studies, designs, and tender documents for the project of:

SCADA System Upgrades and Expansions Across the Jordan Valley Service Area

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Department: Jordan Valley Authority / Irrigation & Infrastructures Projects Directorate

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

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Second party: The Consultant

Tender Number:

FARA/7/2026

Date of signing the contract:

Duration of the Contract: (180) One hundred and eighty days

المملكة الأردنية الهاشمية
وزارة المياه والري
رسمي
سلطة وادي الأردن
مديرية العطاءات والمشتريات

Accepted Contract Amount

Delay Damage:

60 JOD per Day

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



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Form of a contract agreement of Engineering Services (C1) Studies, Designs and Documents Preparation of Tender

SCADA System Upgrades and Expansions Across the Jordan Valley Service Area

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Tender No.:

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

.....as the first party,

Represented by

.....

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

Represented by

.....

Whereas as the first party is willing to acquire technical services such as studies, designs and preparation of the documents of tender to implement the project stated here-in-above, and

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

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

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

B. Tender.

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

D. The particular conditions of the contract.

E. Terms of reference.

F. General conditions.

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

In writing: ( ) Dinars.

B. Time for completion: (180) days. In writing:

(One hundred eighty days).

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

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

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

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

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

General conditions of the engineering services contract

Article (1)

- Definitions:

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

The Government: Government of the Hashemite Kingdom of Jordan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Others : The persons of non-staff members.



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

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

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

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

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

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

Article (2)

- Description of work in the scope of the contract:

Description of the project must include the following:

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

Article (3)

- The ruling language and governing law

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

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

المملكة الأردنية الهاشمية
وزارة المياه والري
سلطة وادي الأردن
مديرية الحصاءات والمشتريات

Article (4)

- Taxes and Duties:

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

Article (5)

- Performance Guarantee:

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

Article (6)

- Level of performance:

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

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

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

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

Article (7)

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

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

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

C. Extension of Time for completion:

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

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

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

D. Delay:

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

Article (8):

- Duties of the Consultant:

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

Article (9):

- Assignment and sub-contracts:

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

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

Article (10)

- Site investigations:

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

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

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

Article (11):

-Variations and additional works:

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

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

Article (12):

- Default by the Consultant:

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

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

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

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

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

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

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

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

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

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

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

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

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

1.

2.

3.

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

Article (13):

- Termination of the contract by the employer:

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

Article (14):

- Termination of the contract by the Consultant:

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

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

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

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

Article (15):

- Responsibilities of the employer:

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

Article (16):

- Terms and stages of work:

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

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

Article (17) – Remuneration:

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

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

Article (18):

- Training the of the employer's personnel:

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

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

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

(19/1) - Amicable settlement:

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

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

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

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

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

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

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

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

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

(19/2) - Arbitration

In the case of failure to reach an amicable settlement in accordance with the provisions of Article (19/1) here-in-above, then the attribution shall be an option for the dispute settlement in accordance with the Jordanian Arbitration Law in force.

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

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The Consultant address:

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Appendix of the contract No. (1 / A)

The schedule for the stages of studies, designs and preparation of tender documents and time limits for completion

Stage	Description	Calendar day
First	- As from the date of the Commencement Order of work until the accomplishment of the work required in the first stage.	(40) days
	- Review and evaluation of the works of the first stage by the employer.	(5) days
Second	- This stage starts from the date of the written consent of the employer on the works of the first stage, which includes the modifications requested by the employer to the works of the first stage and the completion of the second stage.	(55) days
	- Review and evaluation of the works of the second stage by the employer.	(15) days
Third	- Begins on the date of the written consent of the employer on the works of the second stage, which includes the modifications requested by the employer on the second stage and the completion of the works of the second stage.	(45) days
	- Review and evaluation of the works of the third stage by the employer.	(10) days
Fourth	Submission of all required documents of tender.	(10) days
Summary	- Duration of the consultant's work	(150) days
	- The employer's time of review	(30) days
	- Duration of the contract including the reviews of the employer	(180) days

المملكة الأردنية الهاشمية
وزارة المياه والري
سلطة وادي الأردن
مديرية العطاءات والمشتريات

Appendix of the contract No. (1/B)

Remuneration

Remuneration of studies, designs and preparation of tender documents shall be paid as lump sum after submission of all design report, drawings, and final tender documents by the consultant and after the approval by the employer for all required services.

Appendix of the contract No. (2)

Staffing and Duties of the consultant during the stages of studies, design and Tender Documents

1- Staffing:

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 schedule with the following minimum requirements:

No.	The Staff Position / Name	No. of Staff	Qualifications	General Experience	Similar project / Experience
1	Project Manager	1	B.Sc. in civil engineering PMP is Preferred	at least 15 years' experience.	Project manager for at least Five similar design projects / • Procurement and Tendering experience.
2	Structural Engineer (Water and Hydraulics)	1	B.Sc. in civil engineering	at least 10 years' experience	Structural engineer (Water and Hydraulics) for at least three similar design projects
3	Electrical Engineer	1	B.Sc. in Electrical engineering	at least 10 years' experience.	Electrical engineer for at least three similar design projects
4	Mechanical Engineer	1	B.Sc. in Mechanical engineering	at least 10 years' experience.	Mechanical engineer for at least three similar design projects
5	Instruments and SCADA Engineer	1	B.Sc. in Electrical or Communications engineering	at least 10 years' experience.	Instruments and SCADA Engineer for at least three similar design projects / • SCADA & Automation Senior SCADA Engineer / Systems Architect Leads SCADA system design, architecture, integration with Deir Alla control center. • SCADA / Automation Engineer Design PLC/RTU systems, telemetry and communication systems. • Instrumentation & Control Engineer.



2- Preparation of the detailed design and tender documents for the following key project:

A- SCADA System Upgrades and Expansions Across the Jordan Valley Service Area

The Jordan Valley area is the main component of Jordan's agricultural production which continues to face challenges related to inefficient irrigation practices, manual water control, and limited monitoring of water flows.

USG-WGA has conducted an assessment of the needed upgrades of the SCADA systems nationwide and the recommendations have been partially addressed under FARA 12 of the Non-Revenue Water Project-Phase III. This Project intends to expand the SCADA improvements in JVA implemented by upgrading and connecting sites and facilities within JVA's service area to their control room in Deir Alla. This upgrade will allow for real-time tracking of water flows, pressures, reservoir levels, and system performance, and enable remote control of farms turnout, valves, and pumps. By replacing manual operation with automated, centralized management, the project will significantly improve water use efficiency, reduce losses/NRW, and enhance service reliability to farmers and other customers.

Once implemented, JVA would be able to monitor and control its irrigation infrastructure in the Northern and Southern Jordan Valley to improve the efficiency and reliability of water distribution systems, enable data-driven water management and timely decision-making, reduce water losses and operational delays.

This contract encompasses the preparation of the detailed design, drawings and tender documents to meet the following scope of work:

1- Procurement, supply, installation, testing, training and commissioning tasks for SCADA system components of the Jordan Valley Authority as the follows:

A- For North Jordan Valley, the scope of supply may include:
PLC/RTU panels, Electrical panels – including MDBs, control panels, VFDs, and soft starters where applicable, Communication MODEMs – 4G or RF or satellite, with associated antennas, Pressure transmitters, Ultrasonic level meters, Power and control cables, Electromagnetic flow meters (EMFM), and any other as identified by the design.

B- For South Jordan Valley, the scope may include:
Procurement and installation of PLC/RTU panels, Electrical panels – including MDBs, control panels, VFDs, and soft starters where applicable, electrical actuator, Communication MODEMs – 4G or RF or satellite, with associated antennas, Pressure transmitters, Ultrasonic level meters, Power and control cables, and any other material identified by the design.

2- The aggregation of SCADA signals and integration with the Dier Alla SCADA system. Also, carrying out all necessary rehabilitation works, and the construction of required chambers, electrical rooms, and fencing where applicable.

3- Supply and Install remote sensors, telemetry units, measurement and control devices (flow meters, valves, control gates, etc.) and communication infrastructure, all integrated into a unified platform for the Jordan Valley Authority (JVA).

In addition to the above-mentioned, the estimated number of existing JVA SCADA system locations, which constitute essential part of the scope of the works for this contract, are about 122 locations. However, the consultant shall verify the number of these locations later on during the 1st stage of this contract in coordination with the client, since there might be some minor changes in this number and/or there would be some conflicts with other on-going activities under JVA umbrella, which might affect this number as well. Additionally, there will be of about additional 20 locations which shall be determined and agreed upon in coordination with the client also during the 1st stage of this contract.

3- Detailed description of tasks to be carried out by the consultant:

The consultant shall prepare the studies, designs, tender documents and provide the relevant engineering services in all stages of work as follows:

First stage – Data Collection and Preliminary Design (45 days):

Starting from the commencement date including (5) days for employer evaluation and review of document prepared in this stage. This stage will comprise the following:

1- Submitting work program within (5) days of commencement date for the above mentioned project.
2- The Consultant shall perform a comprehensive data collection covering the required data for the all project's locations.
3- Coordination with the relevant authorities and stakeholders to obtain all information related to the project.
4- Collection of all available projects' documents, reports, studies, and data including available As-Built drawings that related to the project's works.
5- Collection and evaluation of existing water quality data (data provided by the JVA if available).
6- Collection of all required data on the quantity of available water (data provided by the JVA if available).
7- Analysis and evaluate of all collected and available data and studies.
8- Conduct and Preparation of all surveying (topographic survey) works (Estimated of 142 required locations).
9- Conduct and Preparation of all geotechnical surveying works for applicable locations, if required and in coordination with the client.
10- At this stage the Consultant shall propose if such additional investigations and tests are needed and justify. It is however important to take into account, which impact such investigations have on the overall timeline of the Study. Furthermore, the cost

of these additional investigations and tests will be deemed to be included in the financial offer of the consultant.

11- Submit a preliminary design for the project, with providing at least two design ideas/options (if applicable) with a comparison between these ideas/options, and as detailed below.

12- Submit preliminary design report for (Project 1), that comprises the following:

- Results of the validation process of the assessment (including key findings and recommendations) which was made through the WGA JVA-SCADA assessment report for the existing conditions of the JVA SCADA system situated along different locations. Also, these results shall be in line with National SCADA (BWI) Plan. Noting that this validation process should be done by conducting both desktop review and site investigations for all locations. Furthermore, the results should be categorized based on the locations of the JVA SCADA system i.e. similar to the categorization format used in the WGA JVA-SCADA assessment report (North, Middle, South, Control Centre…etc.).
- Proposed new recommendations advised to be implemented by JVA in order to improve the system functionality and reduce water losses due to current situation based upon full review of the existing WGA SCADA report, other available related studies such as BWI report and the results of the new validation process indicated above. Furthermore, the review and new validation process results should be translated and reflected into the tender documents (such as but not limited to BOQ). Also, the review includes the evaluation of the tender documents of the currently in progress USG SCADA project (Software), which also will require linking the review and new validation results with that project's details.
- Preliminary cost estimate for the works. In addition, identifying technical, hydraulic, mechanical, electrical and structural calculations for all project works.
- Preliminary hydraulic, electromechanical and structural analysis report indicating detailed design criteria.
- Preliminary hydraulic, electromechanical and structural design for the system with all required analysis (such as but not limited to flow meters and valves) and profiles if needed.

Deliverables required from the consultant at this stage:

- 4 hard copies and 3 soft copies (CDs and/or USB Keys: including Editable and PDFs) for:
- Detailed work program and methodology.

- Topographic Survey drawings for the project. Additionally, the consultant shall submit to the client full inspection report identifying all obstacles and encroachments noticed within project's locations and/or along its paths.
- Geotechnical investigation reports, if required and as needed.
- Preliminary design report and cost estimate for the project above including comparison reports for the design ideas/options which include all inputs and outputs for the study.

Second Stage – Draft Detailed Design and Tender Documents (70 days):

This stage duration is (70) days including (15) days for employer evaluation and review of document prepared in this stage. This stage will comprise the following:

1. Selection of a preferred design idea/option for the project above.
2. Taking into consideration all remarks and notes of the employer on the first stage submitted report and other deliverables and make the needed corrections.
3. Propose and submit for client's approval applicable tendering packaging strategy for implementation works' tender documents in accordance with the available budget from the client and other given parameters.
4. Based on the agreed and final concept, the Consultant shall elaborate the following:

- Preparation of draft detailed design documents for the project including updated design report, drawings of all works (civil, electro-mechanical, architectural, equipment, etc.), updated hydraulic, mechanical, electrical and structural calculations and dimensioning for all related works with all required details and equipment, technical specifications of all equipment and materials needed for the implementation, measures, machines, tools, etc…., bill of quantities (BOQ) for the project, conditions of contract (COC) and updated cost estimate.

5. The consultant should submit (5) five hard copies and (3) three soft copies (CDs and/or USB Keys: including Editable and PDFs) of draft studies, detailed design, comprehensive design report and complete tender documents including Conditions of Contract (COC), technical specifications, Bill of Quantities (BOQ), drawings for all required works in this contract.

Third Stage – Draft Final Detailed Design and Tender Documents (55 days)

This stage duration is (55) days including (10) days for employer evaluation and review of document prepared in this stage. This stage comprises the following:

1. Conducting all needed corrections to the detailed design, design report and tender documents as per required in second stage.
2. Submitting draft final tender documents for all required works as follow and in accordance with the approved tendering packaging strategy indicated above:

- COC: Conditions of Contract (3) hard copies
- Technical specifications (3) hard copies
- Bill of quantities (BOQ) (3) hard copies

- Drawings (3) hard copies
- Confidential priced bill of quantities (1) hard copy

3. Submitting (2) hard copies of draft final design report.

Submitting (2) soft copies (CDs and/or USB Keys: including Editable and PDFs) of the draft final tender documents and design report.

Fourth Stage – Final Tender Documents and Detailed Design

This stage duration is (10) days. This stage comprises the following:

1. Conducting all needed corrections to the detailed design, design report and tender documents as per required in third stage.
2. Submitting final tender documents for all required works as follow and in accordance with the approved tendering packaging strategy indicated above:
   - COC: Conditions of Contract (15) hard copies
   - Technical specifications (15) hard copies
   - Bill of quantities (BOQ) (15) hard copies
   - Drawings (15) hard copies
   - Confidential priced bill of quantities (2) hard copies
3. Submitting (5) five hard copies of final design report.
4. Submitting (5) five soft copies (CDs and/or USB Keys: including Editable and PDFs) of final tender documents and design report.

4- Client's Supplementary Conditions:

The consultant shall take into consideration the following during preparing the studies, designs, tender documents and provide the relevant engineering services:

- 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 United States Government (USG), 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.
- This tender is funded by a grant from the United States Government (USG) through the FARA 6 – NRW Phase IV agreement.
- 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.
- 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 United States Government (USG), 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 United States Government (USG).
- 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 United States Government (USG) 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.
- In the event of any change to the technical or engineering staff, the engineering office shall provide a replacement with similar experience and years of service, and shall notify the Jordan Valley Authority at least two weeks in advance to obtain the necessary approval.
- All personnel approved by the Jordan Valley Authority as engineering or technical 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 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 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.
- The consultant shall prepare, validate and review the responses to the contractors' inquiries and/or clarifications requests during tendering stage.
- The consultant shall comply with the applicable local requirements, laws, United States Government (USG) requirements, and obtain all the permits, licenses and/or approvals from the required authorities if necessary, after coordination with the Client.
- The consultant shall conduct and participate in site visit during tendering stage.
- The consultant shall obtain all the necessary information and/or data to complete the studies, designs and tender documents by his own means.
- The consultant shall mobilize all of his staff members and start implementing the consultancy services tasks and duties on the commencement date determined in the client notice, which will give the consultant a 7- calendar days' period from the contract signature date to commence his works as per TOR requirements. This shall imply deeming the provisions of article (7/B) above as not applicable.
- The tender is exempted from all custom duties, taxes and stamps fees. Bidders must submit their bids accordingly.
- If the Awarding Value exceeds the value of the grant allocated funds, the consultant shall be required to pay the stamp duties as applicable.
- The consultant shall bear all costs associated with collecting project's information and/or data including transportation costs, coordination, and any other related costs.

- The consultant shall bear all costs associated with conducting soil investigations tests (if required and as needed) and project topographic surveying works.

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

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



Appendix of the contract No. (3)

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 for the design 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 ( ), 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. (4)

A - Abstract of remunerations for the preparation of designs, reports, drawings and all the tender documents

No.	Description	Unit	quantity	Unit Price		Total Amount	
				Fils	Dinar	Fils	Dinar
1	Lump sum: Remuneration for the preparation of designs, reports, drawings and all tender documents for the required works excluding all Taxes and Custom Duties	**Lump sum**	**Lump sum**	--- --	-----		
	Total amount excluding sales tax in fig.: ( ) **The total in writing:** **..... Jordanian Dinars**						
	The Consultant's name: **.....**						
	Authorized in signature: ..... **Position: .....** **Phone no.: ..... Fax no.: .....** **P.O. Box: .....email:** **.....** **Seal & Signature of the Engineering Office:**						

Appendix of the contract No. (5)

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. (6)

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	Percentage of current commitment in dinars				Employer Name	Commencement date	Original Tender duration	Expected date for completion
		Design	supervision	both	Execution percentage				

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

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

Name of authorized person to sign
Signature and Seal

Table No. 2-The institutional status

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

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

Notes:

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

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

Name of authorized person to sign:
Signature and Seal

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.

NO.	**specialty**	Name of the current head of specialist and assistant	Date of entry	The name of the head of specialist and assistant on the date of the last amendment	The date of leaving if either of them changes	Reasons for leaving

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

Form of Bid Bond

Dear Sir,

We are pleased to inform you that we guarantee M/S..... for the amount of ..... in order to allow them to submit an offer for the due performance of the undertaking and obligation as specified in their Tender for Contract No.
.....This Guarantee shall remain valid for a period of ninety days from the time fixed for opening the Tenders by .....

This Guarantee shall be free from any interest and will be extended or paid in cash upon your first request in any or required, without the need for natural warning or judicial proceedings and without any rights to delay, oppose, or stop payment on our part, or on the part of the Tenderer or any of his representatives whom over. This Guarantee shall be deemed valid until the submittal of a duly executed Performance Bond.

Signed Bank

(Surety)



Engineering services contract (C2)

2006

To supervise the project execution of:

SCADA System Upgrades and Expansions Across the Jordan Valley Service Area

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

---

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

---

The Second party: the consultant:

Tender Number:
FARA/7/2026

Date of signing the contract:

Duration of the Contract:
(365) days

The acceptable value of the contract:



Engineering services contract (C2)

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Form of Contract Agreement of Engineering Services

For the supervision of projects execution of:

SCADA System Upgrades and Expansions Across the Jordan Valley Service Area

Tender No.: _____

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

Employer: Ministry of Water and Irrigation / Jordan Valley Authority as a First party,
Represented by Secretary General of Jordan Valley Authority

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

Represented by .....

Whereas the first party is willing to acquire technical services (Supervision) on the execution of the project and whereas he had accepted, the offer 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 Standard Contract Agreement Book for the construction projects in addition to the definitions provided in article (1) of the general conditions of this contract. In the event of any dispute, the definitions of this contract shall prevail.
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 containing the decision of award.
B. Tender's offer
C. Instructions for the participants in the tender, Tender Invitation and appendixes that are issued prior to the signing of contract.

D. The special conditions of the contract.

E. Bases of reference

F. General conditions.

3. A. The accepted value of the contract in figures: ( )
Dinars.

In writing: ( )
Dinars.

B. Duration of the contract: (365) days.In writing:

(Three hundred Sixty-Five) calendar days

4. The second party undertakes to carry out the engineering services required from him under this contract and accomplishes same in accordance with this contract.

5. The first party undertakes to pay the second party the value of the contract (remuneration fees) in the dates and manners specified in Appendix no. (3), hereto for the provision of 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 part **Employer**	**Second party** **Consultant**
Signature_____	Signature_____
Name_____	Name_____
Profession_____	Profession_____

Witnesses:

Signature_____	Signature_____
Name_____	Name_____
Profession_____	Profession_____



General conditions of the engineering services contract

Article (1)

- Definitions:

The following words and phrases 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 otherwise requires:

The Government : The Government of the Hashemite Kingdom of Jordan.

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

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

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

The Engineering services : Providing the required technical services to supervise the project in accordance with what has been specified in this contract, appendices and special conditions hereto.

Bases 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's offer : The offer submitted by the consultant to the employer for accomplishment of engineering services under this contract.

Letter of acceptance : The Employer's official acceptance of the tender's offer along with any additional conditions agreed by the two parties prior to signing of contract in accordance with the decision of award.

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



Value of the contract : The accepted value of the contract in addition to any increase or decrease may occur on the contract.

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

Duration of the contract: The duration specified in the contract for each specialization stated in Appendix No (3/A) of this contract by the employer.

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

Location : Lands, premises and the areas presented or designated by the employer to execute the permanent works within it, as well as any other places stated in the contract specifically considered as part of the site.

Provisional sum : The amount(s) included in the summary of remuneration fees and specified for expenditure on any works or other services identified in the contract. A separate item shall be specified for any of them in the summary of remuneration fees.

Employee : The official, employee, representative oragent who works for the employer or whom he represent, including employees ofgovernmental institutions or companies that the government has shares in.

Others : The persons of non-staff members.

Other payments : All 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 it was paid or would be paid directly or indirectly by the consultant or on his behalf, or by his consultants or on their behalf or by any of their employees, agents or representatives, with respect to the invitation to submit offers for the execution of this contract or the Bidding/ Auctioning process itself or award to the consultant or the negotiations in progress in order to conclude the contract for its actual execution.

Prohibited Payments : All amounts whether they were commissions, fees of consultations, agents fees or else have been paid, directly or indirectly, or anything of a financial value, promises, commitments to pay such amounts, the offer of these things, whether directly or through a mediator regardless whether it was done by the consultant or on his behalf, or by his sub-consultants or on their behalf, or any of their employees, agents or representatives, which being paid to any "employee" whether he has acted in an official manner or not, with respect to the invitation to submit offers for the execution of this contract or the Bidding /Auctioning process itself, or award to the

consultant or the negotiations in progress in order to conclude the contract for actual execution.

Article (2)

- The scope of work in the contract:

Supervising the execution of the project through out the support of the main office and/or permanent supervision as provided later on in this contract.

Article (3)

- The language and the law adopted:

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

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

Article (4)

- Taxes and fees:

1. Parties to the contract are subject to all laws, by- laws and instructions in force in the Kingdom with respect to taxes and fees 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 in accordance with the applicable laws, by- laws and instructions.

Article (5)

- Performance Guarantee:

Prior to the signing of the contract and after receiving the decision of award, the consultant shall provide the employer with a performance guarantee to ensure the execution 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. The guarantee shall be by 10% of the accepted value of the contract issued by a bank or financial institution formally authorized and according to the Guarantee Form contained in the appendix no. (2). In the event that it was necessary to extend the duration of the guarantee, the employer shall have the right to do so at the expense of consultant for three months, subject to renewal for similar periods as the exigencies of the work. The employer shall release guarantee as soon as he approves the final discharge submitted by the consultant.

Article (6)

- Level of performance:

A. The consultant shall do his utmost care and diligence to perform the 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 has to hire new technical cadres, if necessary, to rectify the situation and he has to re-organize the working staff in conformity with this requirement. The consultant shall take into account the observations required or guided by the employer or his representative in all matters related to the implementation of the engineering services the subject of this contract.

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

Article (7)

- Validity of the contract and commencement

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

B. Date of commencement: The commencement of the supervision works shall be determined by a written letter issued by the employer to the consultant in which he states the date of commencement and the dates of work for the supervising staff pursuant to a mutual agreement between the employer or whoever representing him in writing and the consultant. The employer shall take into account when issuing the order of commencement to be within a period of not less than one week prior to the commencement of execution activities for the purpose of studying the drawings and the tender documentsand giving opinion thereon.

Article (8):
- Duties of Consultant:

The consultant shall perform the duties provided for in Appendix no. (1), attached to this contract.

Article (9):

- Waiver and sub-contracts:

A. The consultant has no right to waive any part of this contract to others or to entrust to any sub-consultant to carry out any part thereof unless stated in the contract documents or consultant's offer and the employer shall be entitled to terminate the contract as a result of any such conduct if proved and in accordance with the provisions of Article (12) of this contract.

B. In all cases, the consultant shall obtain prior consent 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 that have been signed between him and the sub-consultant. The consultant shall be fully responsible forall engineering services, and any default or omission resulting from the work of the sub-contractor or his employees.

Article (10)

- Site survey investigations:

If a Site Survey Investigations have been carried out during the stage of studies and design, the consultant shall review the reports

of Site Survey Investigations and compare them with what is on the ground and make sure of the conformity between the report and what is on the ground in coordination with the consultant of the site survey. In the case of any inconformity, the employer should be informed and call the consultant who performed the site survey investigations for explanation, if necessary, and follow up the required modifications on the drawings with the employer, designer and the contractor.

Article (11):

- Variations and additional works:

A. The employer shall have the right to perform any modification he deems necessary to the engineering services in respect of quality, quantity or request to provide additional engineering services, and an agreement between the employer and the consultant should be made on the remuneration fees which may result from such variations or additional works.

B. A consultant shall be committed to make the modifications required, after a written order by the employer and defines a temporary remuneration fees for the consultant of such modifications, until a final agreement reached on remuneration fees.

Article (12):

- Failure by the Consultant:

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

1. Any unjustified delays occurred in the execution of the work, duties and execution of the required services.

2. If he has submitted a work of a level does commensurate with the practices and the norms of the profession of engineering or negligence in the performance of his functions.
3. Failed to replace any of his employees contrary to the instructions specified in article (6) of this contract.
4. If he has entrusted internally any part of the duties 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, not financially solvent, or made a discharge for the benefit of his creditors.

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

I : Direct of a preliminary warning to the consultant and offering him a period of time of (21) days tocorrect the violation.

II : In the case of non-correction of the violation by the consultant, a second warning should be given and offering him period of (14) days to correct the violation

III : If the second warning period has passed without correcting the situation or taking serious and convincing actions to eliminate the reasons of the violation, the employer may terminate the contract and confiscate of the performance guarantee or part of it to commensurate with the left-over work and

complete the services required by his own staff or entrust to other consultants to carry out such services.

The consultant shall get paid for what he has completed of services up to the date of contract completion and deduct thereof any differences in remuneration fees and the cost incurred by the employer for the remaining period within the stated period in the remuneration fees and any extensions issued prior to finalizing the contract by consent of both parties. These differences shall be calculated by the Committee mentioned in paragraph (12/B) of this article.

IV **:** 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 directing warnings, and the consultant shall get paid according to what provided for in paragraph III above.

(12/B) : If the employer, during the execution of the works covered by this contract or after its completion foundout that the consultant:

A. Did not discover significant defaults and errors, which could have been discovered without performing design calculation to the original designs and he agreed on the execution of the works as set out in these designs with its errors and/or

B. Issued instructions or made amendments to the designs, specifications, schedules of quantities or any of the

Tender's documents that led or could lead to fundamental changes thereof, which could cause a hazard to the building or a significant unjustified increase in the cost over that of the tender's value of execution, this would be considered a default by the consultant and his staff, then the employer shall address the Minister of Public Works and Housing demonstrating the failure of the consultant and requesting to form a technical committee to determine his responsibility comprising of some experienced and competent members as follows:

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

This committee would examine all the dimensions of the problem and make communication and coordination with the concerned authorities and submits its recommendations to the Minister of Public Works and housing stating 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 decision binding the consultant to correct the failure and also holding him responsible for all the financial consequences thereof.

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

- Any unjustified delay in completing work and duties and providing the required services.
- He submitted a job at a level not commensurate with the principles and customs of practicing the engineering profession, or neglected to perform his duties.
- He fails to change any of his working employees in violation of the instructions specified in Article (6) of this contract.
- Subcontracting any part of the tasks assigned to him without the consent of the employer.
- He did not commit to submitting a work that meets the basic requirements of the project.
- He became insolvent or became insolvent, or resorted to a settlement in favor of his creditors.

(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 contained in article (12/A). In this case, he would notify the consultant and giving him period of (30) days to suspend the work of the contract and after suspension, the two parties may agree on the calculation method to compensate for the actual costs and losses incurred by consultant as a result of the contract termination.

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 to execute the contract.

Accordingly, the consultant shall request the employer to issue an order of commencement or fulfill the due payment 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 and direct due payment 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 an adequate compensation 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. Provides the consultant with his due payments on the dates specified under this contract.
2. Provides the consultant with the available information and documents and three copies of the contract documents of execution , but he is not obliged to provide any drawings or documents entrusted to beobtained by the consultant under the contract.
3. Nominates an engineer to represent him in the coordination process with the consultant and assist the consultant in obtaining the information mentioned above.
4. Assists the consultant in obtaining the permits of entry and permits of work of any of his employees whose their contracts of employment require doing so.
5. Paying the remuneration of the site survey's consultant fees (unless otherwise agreed under this contract).
6. The employer shall, through the contractor, provide offices for the use of the resident supervising staff at work

site and these office should be furnished and supplied with a computer set, printer, document copyingmachine, water, electricity, sewerage and with air- condition and heat system, if required, as well as the required service, maintenance and operation thereof for the duration of the work unless the tender's documents otherwise state.

7. Handover of the project site with its full boundaries to the consultant in a manner enabling him to start hismission.

Article (16):

- Duration of work:

It is the actual period that the execution contractor would take to complete the project and hand over the works including the amendments approved by the employer in addition to the period required to accomplish the deficiencies and deliver thereof according to the report of the committee appointed to receive the works. Period will be extended for each work or specialization specified in Appendix no. (3/A) of the contract, according to the exigencies of the work in the project and the consent of the employer.

Article (17)

– Remuneration fees:

A. The consultant's remuneration fees in the stage of supervision shall be defined in accordance with Appendix no. (3), attachedto this contract and taking into consideration what has been stipulated in the items (H, I) of article 22 in this regard.

B. If circumstances had occurred during the lifetime of this contract and led to an amendment in the wages and/or costs of the technical personnel identical to the staff required according to this contract, the Minister of Public Works and Housing shall

form a technical committee to determine the proportion of the amendment to the wages and the remuneration fees of the technical staff, specified in Appendix no. (3/A), shall be amended by a resolution from the Minister of Public Works and Housing.

Article (18):

- Training of the employer's personnel:

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

Article (19)

- Settlement of Disputes between the Employer and Consultant:

Any dispute or disagreement 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 of the two parties wishing to settle the dispute amicably, the other party shall, within the period of (14) days from the date of receipt of the notice, send a written response to the sender of the notice in which he expresses his acceptance for an amicable settlement or to reject thereof.

B. The amicable settlement proceedings shall 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 send 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 start the arbitration proceedings.

D. The amicable settlement could be handled by one conciliator or more having an 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 a person or an 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, records, documents, or any other evidences, and the conciliator shall assist the two parties toreach amicable settlement for their dispute in a manner of an independent, impartial, and should be guided by the principles of objectivity, honesty 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 it is necessary for the purposes of implementation and application.

G. If two parties reached an agreement to settle the dispute amicably, they shall prepare and sign the agreement, and the amicable settlement agreement shall become binding to both them after signing it.

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

I. The two parties may not, during the amicable settlement procedures, to proceed to any arbitral or judicial proceedings.

(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 arbitration shall be an option for the dispute settlement in accordance with the Jordanian Arbitration Law in force.

Article (20):

- Amendment of Legislations:

A. Any additional amounts due to the State Treasury and required to be paid by the consultant as a result of the amendments of

E. The headings: -the Headings stated in this contract shall not form an integral part of the contract, and they shall not be takeninto account when interpreting the provisions of the contract or their content.

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

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

H. The consultant shall, upon the submission of his offer, fully comply with the minimum of the monthly salaries of the engineers involved in this contract, which is determined by the Jordanian Engineers Association in addition to expenses and profits, and any consultant does not comply with this or set the salaries of these engineers to less than that, his offer shall be rejected.

I. The local consultant is requested to fill out the attached tables (1, 2, 3, 4, 5) concerning to the volume of commitment, institutional status, heads of specialization, analysis of the monthly remuneration fees of the technical cadre and the office support.

J. The conditions of qualification and technical evaluation of this project shall be defined by the special conditions (if requested)

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

L. The consultant shall comply with instructions issued by the Jordanian Engineers Association with respect to the structural, architectural, electrical, mechanical works and otherwise.

M. The civil and legal responsibility of the designing and/or supervising engineer shall be 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.

N. The employer may replace the supervisors with new graduate engineers in the different specializations of engineering in the fields of specializations required.

O. The consultant shall study the preparation of the required resident numbers and provide the employer with a list containing the numbers needed along with the program of work execution by the contractor. The staff members shall be appointed according to the actual need by increasing ordecreasing it with the consent of the employer. The number of the staff shall be reconsidered whenever needed by increasingor decreasing it subject to the mutual approval of the two parties and in the event that the project needs more resident supervision staff and the employer has approved it, the recruitment would be made and the remuneration fees shall be paid pursuant to what has been specified in appendix no. (3/A) hereto.

P. Other Payments:

1. The consultant declared in appendix no. (4) attached hereto of the "Other payments" that he has paid or agreed to pay to "Others" and the consultant shall present a detailed description of these other payments and the reasons of such payment whether paid of intended to 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 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 to promptly give the first party a written permit in case if there are other payments for example but not limited to, a detailed description explaining the reasons of these other 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 (P/1) of this article, 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 moneys due to the consultant under this contract, an amount equals to (two times) the amount ofthe 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 (P/4) below, the two parties declare that the total amounts to which the First Party is entitled to receive under this paragraph (P/2), shall not exceed (two times) the sum of all other payments.

3. The consultant agrees that he ensures all agreements he makes with the sub-consultants or suppliers relating to this contract and such contracts shall contain articles similar to those provided for in paragraphs (P/1) and (P/2) hereinabove, (provided that these article not to be less

intensity than the two articles referred to) and oncondition that these provisions shall clearly indicate to theright 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 true and complete copies of such agreements directly upon signing such agreements and to present what approves that such agreements are 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 payments 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.

Q. Prohibited payments:

1. The consultant fully declared and undertaken to the first party in appendix no. (5) that he did not pay or promised to pay any of the Prohibited 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 "Employee" 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 Contractor, the negotiations to sign the Contract or for its actual execution. The consultant also undertakes not to give or promise to give such prohibited payments directly or indirectly whether made by the contractor or his sub-consultants or their staff, agents or representatives to any "Employee" 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 moneys 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 prohibited 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 thetotal amounts to which the First Party is entitled to receive under this paragraph (Q/2), shall not exceed (two times) thesum amount of the prohibited payments.

3. The consultant agrees that he ensures all agreements he makes with the sub-consultants or suppliers relating to this contract and such contracts shall contain 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 true and complete copies of such agreements directly upon signing such agreements.

4. No one may allege that the text of the here-in-above mentioned article legalizes any of the prohibited payments if such payment is 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 orany other party under the applicable laws and regulations inthe 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 payment, 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 eachparty, or to be sent to any other address designated by each party for this purpose. The addresses should be written down as follows:

Employer's address:

.....

.....

Consultant's address:

.....

.....

Appendix of the Contract No. (1)

Responsibilities of the Consultant during the Supervision Stage and Tender Special Conditions

1. **Staff of Supervision:**

   The consultant shall provide a technical staff to supervise the project works in accordance with the qualifications and conditions contained in appendix no (3/A). This appendix specifies the staff, numbers, years of experiences required for the permanent resident staff, supporting staff and the non-residents as well as the head office support.

2. **Transportation:**

   The consultant shall provide the transportation means required for the resident, non-resident staff and the office personnel and he shall incur all costs, fees, custom fees, permits, insurance, drivers, fuel and maintenance thereof unless the tender's document stated otherwise.

3. **The Head Office Support:**

   The main office shall be responsible for administrating the supervision staff and is entitled to practice the duties of the (Engineer) stipulated in the Unified Contract Agreement Book for the Construction projects and in this contract. It is entitled also to send the required number of engineers from the head office, who are specialized in the work currently being carried out, to visit the project during the execution period, whenever needed, or at least every two weeks to check on the progress of work and make sure that the work is in conformity with the terms and conditions and carried out according to the highest levels of professional practices. The consultant shall attach a report on these visits within the monthly reports.

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4. Reviewing the drawings and the tender's document submitted by the designer to the employer and to express an opinion with respect to comprehensiveness and the practicability of same prior to and during the execution process. If some errors and shortage were found, he shall inform the employer in writing in order to rectify such deficiencies and errors.
5. Supervising the execution of the project according to the engineering and technical requirements, according to the Standard Contract Agreement for construction projects and pursuant to the directions of the employer and in cooperation with the designer through the employer before making any major amendments to the designs and reject any works contravene the tender's document of execution.
6. Review the execution drawings submitted by the contractor and approved thereof and command the contractor to complete the detailed drawings necessary to execute the works.
7. Checking the accuracy of the dimensions of the site.
8. Supervising the lab tests needed for the gravel, Asphalt, Concrete and any other materials and ascertain their conformity with the relevant specifications in order to maintain the standard of works and inform the contractor of any defects need to be handled, as well as to confirm the accuracy of the tests of the site survey in accordance with Article (10) of this contract.
9. The consultant shall discuss matters relating to work with the employer during the course of action and keep him aware of the progress of the work.
10. Study the technical suggestions submitted by the contractor and provide the employer with the technical advice and the appropriate recommendations in respect to the materials and samples stated in the specifications and bill of quantities.
11. Supervision and scrutiny of the procedures of measurement of the completed works in coordination with the employer and

recommend to accept or reject any part of the accomplished works.

12. Check the periodic and final statements of payment of the contractor and ratification of same for payment after ensure their conformity with the technical specifications and contractual terms.

13. Discuss and negotiate with the contractor the prices of the new works that may arise during the execution and which are not included in the tender as well as study and analysis same, as required, in accordance with Chapter no. (13) of the Standard Contract Agreement Book for the construction projects.

14. Study and preparation of the variation orders and make the required and necessary amendments to the original drawings and documents to suit the nature of the new work in accordance with Chapter (13) of the Standard Contract Agreement Book for the construction projects and in coordination with the employer.

15. Provide a technical opinion on any disagreement that may occur between the employer and the contractor and give advice to the employer to demonstrate the correct position and to enable him to follow up the subject. If these services provided after the expiration of the work, an agreement between the two parties should be made on the fees that may ensue thereof, including allowances for the visits paid in excess of what is contained in paragraph (18) of this appendix.

16. Make a report of the deficiencies of work performed and the recommendation in terms of acceptance or rejection of any part of the work performed.

17. Checking the final designs of the project (As Built Drawings) that were prepared by the contractor and to be submitted to the employer.

18. Inspect the works before the expiration of the notice to repair defects without the need for extension of the Performance

Guarantee and to inform the contractor of the works that may need to be repaired, then to prepare the certificate of performance after the completion of repairs, as well as to oversee any works required by the projects during the period of the notice to repair the defects of any kind or nature free of charge and shall not take more than three visits.

19. Maintain records of the daily and periodic reports indicating the status of the weather, staff members of the contractor, equipment's, quantities of materials supplied to the site, laboratory tests and any other works and to furnishes five copies of periodic reports and the reports of the meetings in order to be submitted to the employer.

20. Prepare and submit (3) copies of the monthly reports include the following:

- Photographs entrusted to be taken by the contractor.
- A brief report on the weather conditions to serve the purposesof the project
- The accomplished works up to date in details in terms of percentages and values.
- To comment on the progress of work and compare what is actually happening with that the approved program of work.
- The variation orders issued up to date.
- The problems, deficiencies, constraints and the means of repair.
- A list of equipment used and materials prepared.
- Number of skilled and ordinary workers and their work schedule.
- Payments received by the contractor up to date.
- A list of laboratory examinations, comment on thereof and the actions taken in terms of the materials contrary to the specifications.
- Number of the working engineers and technicians (Residents).

21. Participate in any committees relating to the supervision of the project.

22. The consultant shall study and evaluate the drawings and tender documents and make the necessary amendments thereto if necessary.

23. The consultant must study and evaluate the contractor's price for the optional items, study the designs and drawings related to them, and approve them in coordination with the employer, in addition to supervising their implementation, and the price is included in the backstopping item.

24. The consultant shall participate in the taking-over works or any amicable settlement committees for the project even after the end of the supervision contract and regardless of the number of visits.

25. During the implementation phase, the consultant must ensure that the requirements of United States Government (USG) and the agreement signed between the Jordan Valley Authority and the United States Government (USG) financier, including the EMMP, are implemented.



Tender Special conditions

The scope of work includes supervising the implementation of following project: SCADA System Upgrades and Expansions Across the Jordan Valley Service Area

The following conditions are adopted as special conditions of the contract and that what is contained in these conditions of additions or modifications to the general conditions shall prevail and shall be taken into consideration to the extent that explains or amends these articles:

1) The Employer has the right, before the date set for opening the bids, to issue any appendices it deems necessary to the bid documents. These appendices are considered an integral part of the bid documents, and in the event of a conflict or ambiguity, these appendices shall precede the rest of the documents.

2) The consulting office must submit supporting documents related to the expertise and competencies of the technical staff to obtain the written approval of the authority and any other details it deems necessary to complete the work.

3) The authority has the right to expel any of the technical staff if it is found that he is incompetent or has breached any of the conditions without stating the reasons, and the consulting office must replace him as soon as possible and according to the nature of the work.

4) The consultant shall take into consideration that the necessary examinations and site survey investigations (Review site survey investigation reports, if conducted) are included in the office support provided in the financial offer.

5) The Consultant shall be full-time, officially, full-time, provided that the number of official working hours for the supervisory body on the site shall not be less than (48) hours per week, and that it shall follow up the implementation work at any time required by the work, including the possibility of the need for night shifts or days of feasts and official holidays. Days of feasts and official holidays, except for Fridays, will be counted as working hours for the supervisory body, whether the consultant worked during them or not, and no

extra work allowance will be paid to any of the supervisory body during official working days or official holidays and holidays or Fridays. The consultant must submit a timetable to the employer showing the supervisory body's directness to the work and the time period, taking into consideration the workflow schedule submitted to the consultant by the contractor. The timetable for the supervisory body is reviewed according to the progress of the work.

6) The following phrase is added to Article (12-b) of the General Conditions:

- Engineer representative of the employer

7) The project is exempted from all custom duties, taxes and stamp fees. According to the Prime Minister Letters No. 56/10/6/12729 dated April 22th, 2021 and No. 56/10/6/4855 dated March 4th, 2009.

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

9) The Consultant shall ensure that the Contractor/s are complying and applying all United States Government (USG) requirements, including EMMP.

10) The validity period of the offer is (120) one hundred days.

11) Transportation of the consultant staff:
- Clause No. (2) of Contract Appendix No. (1) "Duties of the Consultant during the Supervision Stage" shall be cancelled and replaced by the following paragraph:
- The consultant will be provided with double-cabin vehicles (2 Nos.) through the construction contract(s) and all costs related to their use will be paid by the contractor(s) who will execute the project(s).

12) A performance Guarantee shall be provided at the rate of (10%) of the total fees, excluding sales tax.

13) The consultant is obligated to fill in the forms and tables, and they may not be reprinted.

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



Appendix of the Contract No. (2)

Form of Performance Guarantee

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 the supervision of .....

In An amount of: (.....) Jordanian Dinars

As a security for a good performance to ensure that the consultant provides the engineering services for the supervision in accordance with the conditions of the contract for the above tender.

We undertake to pay you right after receiving your first demand thesaid amount without warning or reservation, or any other condition and regardless to any objection from the consultant side.

This guarantee shall remain valid from the date of its issuance and for three months from the date of expiration of the contract, 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: ----------

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

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

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

Appendix of the Contract No. (3)

Consultant Remuneration Fees during the Supervision Stage

1. Remuneration fees of the resident supervising staff: Comprehensive Monthly Fees, Basic Salaries, Leaves, Compensations, Social Security taxes, transportation Fees, Administrative Fees, Profits and unforeseen expenses.

   The consultant shall commit himself to provide an alternative for any of the supervising staff who are on leave for more than (3) days and in the event of not doing so, the wages of the supervising personnel who are on leave shall be deducted as defined in appendix no (3/A).

2. All payments shall be paid by the employer within (30) days from the date of submission of the statements of payments.
3. Reduction of the supervising staff number and remuneration fees for each site or the head office shall not be done unless a mutual agreement between the employer and the consultant is reached, and in the light of the actual achievement and progressof work on various projects. If the two parties couldn't reach an agreement, the consultant shall retain the technical staff as set out in the contract until resolve the dispute.
4. Payment method:
   - **A.** Remuneration fees of the head office shall be paid as a monthly lump sum for the entire duration of the work and the value of the allowance for the office support shall be fixed for the entire period contained in appendix No (3 / A). After the expiration of the period of office supportspecified in the same appendix, the value of the monthly office support would be reduced due to the reduction of staff members, according to the following:

Total value of office support

Proportion of office support = ---------- X 100%

Tender's value without provisional sum & sales tax

Reduction of proportion of the monthly office support = proportion of office support X the monthly salaries of the fired cadre.

The consultant shall carry out any works relating to the project he is supervising after the receipt of works and until the expiration of the notice period to repair the defects, which shall not exceed three visits * without having the right to claim any costs for that. The costs of such works are included inthe prices of the engineering services tender for supervision.

B. The remuneration fees for the resident staff which was agreed on to stay shall be paid according to the schedule contained in appendix no (3/A) and such allowance shall stay fixed for the whole time of the project.



* An explanation was added to the paragraph no. 15 of appendix to contract no.1

Appendix of the Contract No. (3/A)

Consultant Remuneration fees during the Supervision Stage

SCADA System Upgrades and Expansions Across the Jordan Valley Service Area

NO.	DESCRIPTION, EXPERIENCE & CADRES	NUMBER	DURATION IN MONTH	MONTHLY REMUNERATION FEES IN JD. FIG. AND WORDS	TOTAL IN JDS. FIG. AND WORDS
1	Project Manager: with B.Sc. in civil engineering with (15) years of experience, including at least (10) years in the managing and directing similar projects in the field of supervision or implementation and at least Project Manager for Five similar projects in supervision or implementation.	1	12		
2	Electrical Engineer: B.Sc. in Electrical engineering with (10) years of experience, including at least (5) years in similar projects in the field of supervision or implementation.	1	6		
3	Mechanical Engineer: B.Sc. in Mechanical engineering with (10) years of experience, including at least (5) years in similar projects in the field of supervision or implementation.	1	6		
4	Instruments and SCADA Engineer: B.Sc. in Electrical or Communications engineering with (10) years of experience, including at least (5) years in similar projects in the field of supervision or implementation.	1	12		
5	Topographic Surveyor with an intermediate university college qualification with (10) years of experience in the field of supervision or implementation of construction projects.	1	12		
6	Administrative with an intermediate university college qualification with (5) years of experience.	1	12		
7	Backstopping (Head Office Support)	Lump Sum	Lump Sum		
	The total transferred to page ( )				
	The total value of tender for supervision excluding the Sales Tax In words:				

Remarks:

1. The employer may add technical and administrative personnel other than those above or print out another similar table covering all specializations required for the project.
2. The monthly remuneration fees should be written down in JD. In figures and words.
3. The Backstopping services (Lump Sum) remuneration shall cover the Services for the entire Project duration (duration of the contract), including any Extensions of Time, without additional payments.

THE CONSULTANT NAME:
.....

THE AUTHORIZED TO SIGN: .....POSITION: .....

ADDRESS: .....

TELEPHONE: .....FAX: .....P.O.BOX: .....

CONSULTANT'S SEAL AND SINGATURE: .....

Appendix of the Contract No. (3/B Supervision Summary)

Abstract of the Remuneration Fees of the Consultant during the Stage of Supervision

NO.	DESCRIPTION	TRANSFERRED FROM PAGE	TOTAL VALUE		
			DINAR	FILS	IN WORDS
1	Total cost of supervision excluding all Taxes and Custom Duties				
2	A provisional sum to cover the supervision of the execution of the environmental and heritage studies of the project. This amount shall be spent by the knowledge and approval of the Employer and with coordination with the supervising consultant to pay out the salaries of the personnel specialized in the environment and heritage and those who will be appointed during the stage of supervision.	not required			
3	A provisional sum (As needed)	not required			
4	The total value of the tender including the provisional sum and excluding all Taxes and Custom Duties.				
	The total in Fig: ....JD.				
	The Consultant name: ..... The Authorized to sign: .....position: ..... Address: ..... Telephone: ..... Fax: .....P.BOX: ..... Consultant Seal & Signature:				

Remark:

1. The total value would be written down in Fig. and words.
2. In the case that there is no need for supervision for the environmental and heritage studies for some project, this item shall be cancelled.
3. If there is a need for provisional sums, it must be filled in this schedule by the employer.



Appendix of Contract No. (4)
Declaration for 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-P) of the General provisions of the Contract Agreement of the Engineering Services (T2) 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 "others" we also attach a detailed description of this 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 Contractor the Bidding / Auctioning itself or the award to the Consultant or the negotiations to sign the Contract or for its actual execution.

We also undertake 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 forced to pay, whichever occurs first. We also agree that the First Party to take the procedures mentioned under the aforementioned article at the event of any violation or breach by us of the provisions of article (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 for Other Payments. In the event that hedid not pay any commissions, fees or any of the matters stated in article (22-P) 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. (5)

Declaration for Prohibited 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 provisions of the Contract Agreement of the Engineering Services (T2) 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 "employee" 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 undertake 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 Sub-Consultants or on their behalf or by their staff, agents or representatives to any "employee" in connection with theamendment, 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 for Prohibited Payments. In the event that he did not pay any commissions, fees or any of the matters stated in article (22-Q)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.



Appendix of the Contract No. (6)

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 Sub-Consultants 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.



Appendix of the Contract No. (7)
Written Acknowledgment Form

We acknowledge and pledge:

Under the responsibility of the Government Procurement Regulations No. 8 of 2022 and the instructions issued thereunder and in accordance with the Code of Ethics and Conduct Supplement No. 3 of the Government Procurement Regulations and in accordance with the provisions of the legislation in force:

1- To perform our duty in accordance with the provisions of the above Regulations, the instructions issued herein, the purchase contracts, and any relevant regulations, and to abide by the conduct and activities related to the purchase.

2- We undertake not to conduct any corrupt, fraudulent, colluded, coerced or obstructing practices that are prohibited under the provisions of the Government Procurement System include paying any payment or giving anything of personal or financial value in any way for the purpose of influencing the procurement process.

3- We undertake not to do anything contrary to the provisions of the Government Procurement System or to incite such actions, including those involving corruption, fraud or coercion.

Name:

Date :

Signature:

* Printed on the paper of suppliers, contractors, service providers and consultants

Table No. 1 - Awarded Government Tenders

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

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

Note:

-Anyone who does not fill out this form will be subject to rejection.

-If the form is not enough, a photocopy 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 to 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.

NO.	Specialty	Name of the current head of specialist and assistant	Date of entry	The name of the head of specialist and assistant on the date of the last amendment	The date of leaving if either of them changes	Reasons for leaving

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.

Table No. 4- Analysis of the Monthly Remuneration Fees of the Staff

NO.	Job Description for the staff	Basic Salary	Bonuses	Social Security	Taxes	Normal and sick vacation allowance	*Transportation Allowance	**Accommodation Allowance	Services and expenses	***Other	Profits%	Total

* Transportation allowance is calculated for staff according to what is mentioned under item No. (2) from the Appendix to contract No. (1)

* *Cost of accommodation allowance is demonstrated if the consultant was requested to provide accommodation through him in the tender documents

*** The consultant is requested to specify the items which is included under this item

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Table No. 5- Analysis of the Remuneration Fees of the Office Support

NO.	Staff Job Description	Cost for whole period specified in the contract
	Supervision staff Management	
	* Cost for chief engineers dispatching to visit the site with the cost of their transportation	
	Cost of reports elaborating or files	
	Cost of achieving the works described in the items (3 -21) from the appendix to contract No. (1)	
	Expense and Profits	
	** Other	
	Total	
	Percentage of office support from the whole contract tender excluding sales tax and provisional sum	%

* Transportation allowance for office staff is calculated under this item and according to what is demonstrated under item No. (2) from the appendix to the contract No. (1)

** The consultant is requested to specify the items which is included under this item.