

*Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal*



European Investment Bank and European Union Neighborhood Investment Platform (NIP) through KfW Development Bank

The Hashemite Kingdom of Jordan

Ministry of Water and Irrigation

Jordan Valley Authority

Request for Proposal for Contract Administration and Construction Supervision of the Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at Turnout 95 / Jordan Valley Water Efficiency Project

Client: **Jordan Valley Authority**

Contract No.: SKAC/1/2025



Issued on: 8 November 2025

INVITATION TO SUBMIT PROPOSALS

Contract Notice can be downloaded as published on OJEU site <https://ted.europa.eu> under reference number: EIB-GtP/ENR/SKAC 1/2025



TABLE OF CONTENTS

ABBREVIATIONS

PART I – SELECTION PROCEDURES

Section 1. Instructions to Consultants (ITC) and Data Sheet

A. ITC - General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair competitive advantage
5. Prohibited Practices
6. Eligibility
7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Only One Proposal
11. Clarification and Amendment of the RFP
12. Confidentiality



B. ITC - Request for Proposals (RFP)

13. Documents Comprising the Proposal
14. Proposal Validity
15. Preparation of Proposals – Specific Considerations
16. Format and Content of the Technical Proposal
17. Financial Proposal
18. Submission, Sealing and Marking of Proposals
19. Opening of Proposals
20. Evaluation of Proposals
21. Sequence and Evaluation steps of the Technical Proposals
22. Financial Proposals for QBS
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
24. Correction of Errors
25. Taxes
26. Conversion to Single Currency
27. Combined Quality and Cost Evaluation
28. Contract Clarifications before Signature
29. Conclusion of Contract
30. Signature of Contract
31. Complaints

C. Data Sheet

Section 2. Full Technical Proposal – Standard Forms

1. **Form of Tender Security**
2. **Form TECH-1:** Technical Proposal Submission Form with enclosures;
Attachment 1-Covenant of Integrity,
Attachment 2-E&S Covenant,
Attachment 3-Contact Sheet
3. **Power of Attorney**
4. **Form TECH-2:** Financial Position Form
5. **Form TECH-3:** Bank Information Request Consent Form
6. **Form TECH-4:** Information Request Consent Form
7. **Form TECH-5:** General Experience Form
8. **Form TECH-6:** Specific Experience Form
9. **Form TECH-7:** Description of Approach, Methodology and Work Plan in
Responding to the Terms of Reference
10. **Form TECH-8:** Work Schedule and Planning for Deliverables
11. **Form TECH-9:** Team Composition, Assignment and Key Experts' Time Input;
12. **Form TECH-10:** CV Form
Annex 1: Statement of Exclusivity and Availability

Section 3. Financial Proposal – Standard Forms

1. Form FIN-1: Financial Proposal Submission Form
2. Form FIN-2: Schedule of payments for Consultant's services related to the works contract
3. Form FIN-3: Summary of the Financial Proposal

PART II - REQUIREMENTS

Terms of Reference

1. Background
 - 1.1 Partner country and Authorities
 - 1.2 Relevant sector background
 - 1.3 National Policies and strategies
 - 1.4 Project funding
 - 1.5 Related programmes and other donor activities
 - 1.6 Related Contracts
2. Objectives
 - 2.1 Overall objective
 - 2.2 Purpose/Specific objectives
3. Scope of Services
 - 3.1 Contract Administration and Construction Supervision
 - 3.1.1 Services during Construction Period and Tests on Completion



3.1.2 Services during Defects Notification Period (DNP)

4. Profile of the Consultant
5. Implementation Arrangements and Deliverables
 - 5.1 Logistics and Timing
 - 5.2 Incidental Expenditure
 - 5.3 Deliverables

Annex to TOR – Overview of Works Contracts

1. Project description
 - 1.1 Geographical area to be covered
 - 1.2 Project Scope
 - 1.3 Project Stakeholders
 - 1.4 Target groups
2. ESIA and ESMP

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Standard Form of Contract – General Conditions

Contract Agreement and Particular Conditions with Appendices

Annex 1 – Advance Payment Security Form



Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

ABBREVIATIONS

EC	European Commission
EIB	European Investment Bank
ENV	Environment
ESIA	Environmental and Social Impact Assessment
ESAP	Environmental and Social Action Plan
EU	European Union
ESMP	Environmental and Social Management Plan
EUD	Delegation of the European Union
FBS	Fixed Budget Selection
FIDIC	International Federation of Consulting Engineers
FTP	Full Technical Proposal
IFI	International Financial Institution
ILO	International Labour Organization
ISO	International Organization for Standardization
ITC	Instruction to Consultants
JVA	Jordan Valley Authority
JVCA	Joint Venture, Consortium or Association
KAC	King Abdallah Canal
KfW	Kreditanstalt für Wiederaufbau Bank
LCS	Least Cost Selection
MoPIC	Ministry of Planning and International Cooperation
MWI	Ministry of Water and Irrigation
N/A	Not Applicable
Project	Jordan Valley Water Efficiency Project
RfP	Request for Proposal
QBS	Quality Based Selection
QCBS	Quality and Cost Based Selection
OHS	Occupational Health and Safety
TA	Technical Assistance
TOR	Terms of Reference
UNFCCC	United Nations Framework Convention on Climate Change
USAID	United States Agency for International Development
WAJ	Water Authority of Jordan
WUA's	Water Users Associations



PART I – SELECTION PROCEDURES

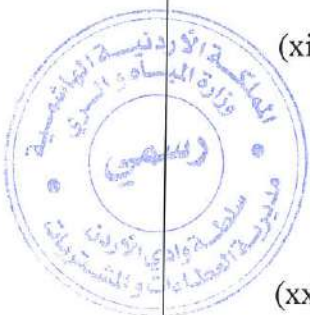
Section 1. Instructions to Consultants and Data Sheet

A. ITC - General Provisions

1. Definitions	(i) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (ii) “Applicable Guidelines” means the policies of the European Investment Bank governing the selection and Contract award process as set forth in this RFP. (iii) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time. (iv) “Bank” or “EIB” means the European Investment Bank. (v) “Loans and grants” means the overall financing arrangements with the Bank and Donor. (vi) “Bank Assets” means any property or asset owned or administered by the Bank, including the Bank’s name, intellectual property and registered service marks. (vii) “Bank Resources” means the Bank’s ordinary capital resources, Special Funds resources, and/or cooperation funds or trust funds administered by the Bank. (viii) “Recipient” means the Government, Government agency or other entity that signs the loan, grant, financing or project agreement with the Bank. (ix) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant. (x) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (xi) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Contract
-----------------------	---



Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	Form (the General Conditions of Contract ("GCC"), the Special Conditions of Contract ("SCC"), and the Appendices). (xii) "Data Sheet" means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. (xiii) "Day" means a calendar day. (xiv) "Donor" means a provider of Grant funds as specified in the Data Sheet. (xv) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (xvi) "Government" means the government of the Client's country.
	(xvii) "Grant" means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Contract. (xviii) "Joint Venture, Consortium or Association ("JVCA")" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JVCA, and where the members of the JVCA are jointly and severally liable to the Client for the performance of the Contract. (xix) "Key Expert(s)" means also Consultant's Personnel as an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. (xx) "ITC" means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals. (xxi) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (xxii) "Notice" is the procurement notice published on the Official Journal of the European Union (OJEU) and other

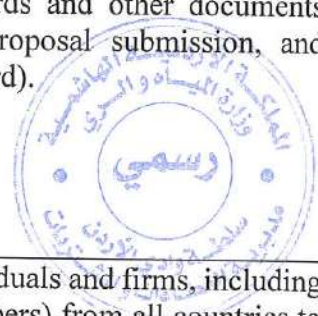
Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	channels, if applicable, which invites consultants to submit Proposals. (xxiii) "Proposal" means the Technical Proposal with, or without a Financial Proposal of the Consultant, as the case might be. (xxiv) "RFP" means this request for proposals. (xxv) "Services" means the work to be performed by the Consultant pursuant to the Contract. (xxvi) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract. (xxvii) "TORs" means the Terms of Reference that explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Services.
2. Introduction	2.1. The Client named in the Data Sheet intends to select a Consultant from the Consultants responding to this RFP, in accordance with the method of selection specified in the Data Sheet. 2.2. The Consultants are invited to submit a Proposal, which may consist of one of the following: a Technical Proposal only; or a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for Contract Clarification before Signature and ultimately signing the Contract with the selected Consultant. 2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-response conference if one is specified in the Data Sheet. Attending any such pre-response conference is optional and is at the Consultants' expense. 2.4. The Client will provide in good time, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.
3. Conflict of Interest	3.1. The Consultant is required to provide professional, objective, and impartial advice at all times, holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	own corporate interests, and acting without any consideration for future work. 3.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract by the Client. 3.2.1. The assessment of any potential conflict of interest shall be done as per section 1.5 of the Bank's Guide to Procurement. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be contracted under the circumstances set forth below:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be contracted for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Recipient, or the Client or of a recipient of a part of the loan or grant who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract. (iv) <u>Relationship with the Client:</u> a Consultant cannot be an affiliate of the Client unless it can be demonstrated that there is not a significant degree of common ownership,

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	influence or control between the Client and the Consultant and that the Consultant would not be placed in a position where its judgement in the execution of the assignment may be biased. (v) Any other types of conflicting relationships as indicated in the Data Sheet.
4. Unfair Competitive Advantage	4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Prohibited Practices	5.1 The Bank requires compliance with the Bank's Anti-Fraud Policy (http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm) and its Exclusion Policy (https://www.eib.org/en/publications/exclusion-policy). 5.2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Borrower, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law to inspect and copy all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award). 
6. Eligibility	6.1. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects. 6.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the EIB Guide to Procurement.. 6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1. Consultant that has been excluded by the Bank, pursuant to the Bank's Exclusion Policy, Fraud and Corruption, shall be

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of excluded firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2. Firms and individuals of a country or goods manufactured in a country may be ineligible if: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the European Union¹, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country,.
7. General Considerations	7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Failure to provide the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet .
10. Only One Proposal	10.1. The Consultant (including the individual members of any JVCA) shall submit only one Proposal, either in its own name or as part of a JVCA in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. For the purpose of this Article a sub-consultant is not considered to be participating in a Proposal.

¹ Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

11. Clarification and Amendment of the RFP	11.1. The Consultant may request a clarification of any part of the RFP documents during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by electronic means as specified in the Data Sheet, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by electronic means, as specified in the Data Sheet, and will make written copies of the response (including an explanation of the query but without identifying its source) available to Consultants. Should the Client deem it necessary to amend the RFP documents as a result of a clarification, it shall do so following the procedure described below: 11.1.1. At any time before the Proposal submission deadline, the Client may amend the Notice and/ or the RFP by issuing an amendment in writing or by electronic means as specified in the Data Sheet. The amendment will be binding on all Consultants. The Consultants shall acknowledge receipt of all amendments sent in writing, if requested to do so.
	11.1.2. If the amendment is substantial, the Client may extend the Proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. 11.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.
12. Confidentiality	12.1. From the time the Proposals are opened to the time that the Contract is awarded, the Consultant should not contact the Client on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information. 12.2. Any attempt by the Consultant or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the sanctions provided for in the Bank's Anti Fraud Policy. 12.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it may do so only in writing via email. 12.4. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of the award decision, if a Client wishes to contact the Consultant to request clarifications of any

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	aspect of their Proposal it may do so only in writing via email, providing reasonable time for the Consultant to submit a clarification.
--	--

B. ITC - Request for Proposal (RFP)



13. Documents Comprising the Proposal	13.1. The Proposal shall comprise the documents and forms listed in the Data Sheet. 13.2 In case of a JVCA, the Covenant of Integrity and the Environmental and Social Covenant must be signed by each JVCA member.
	13.3 In the Covenant of Integrity, the Consultant is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the Consultant or its subsidiaries or to exclude the said Consultant or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct. 13.4. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 3).
14. Validity of Proposals	14.1. The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 14.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	14.3. If it is established that the Consultant knew, or should have known at the time of Proposal submission, that any Key Expert nominated in the Consultant's Proposal would not be available to perform the Services or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	14.4. The Client will make its best effort to complete the evaluation and Contract Clarification discussions within the Proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 14.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
	14.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	14.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 14.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
c. Sub-Contracting	14.9. The Consultant shall not subcontract the whole of the Services.
15. Preparation of Proposals – Specific Considerations	15.1. While preparing the Proposal, the Consultant must give particular attention to the following: 15.1.1. The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. 15.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts,

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	failing which the Financial Proposal will be adjusted for the purpose of comparison of Proposals and decision for award in accordance with the procedure in the Data Sheet. 15.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. The total available budget, exclusive of indirect taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
16. Format and Content of the Technical Proposal	16.1. A Technical Proposal shall not include any information on the price of the Services. A Technical Proposal containing information on the price of the Services shall be declared non-responsive. 16.2. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 2. of the RFP.
17. Financial Proposal	17.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. It shall list all costs required by the RFP.
a. Price Adjustment	17.2. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.
b. Taxes	17.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country may be provided in the Data Sheet but the onus remains with the Consultant to ascertain the taxes that will apply in the event of a contract.
c. Currency of Proposal	17.4. The Consultant shall express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	17.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
18. Submission, Sealing, and Marking of Proposals	18.1. The processes and procedures which apply to the submission and evaluation will follow the applicable evaluation method, stated in the Data Sheet. 18.2. The submission shall be done as specified in the Data Sheet. 18.3. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with the RFP and the requirements set out in the Data Sheet.

*Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal*

	18.4. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal, and shall initial all pages of both, if submitted by mail or by hand. The authorization shall be in the form of a written power of attorney attached to the Proposal. 18.4.1. A Proposal submitted by a JVCA shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative and attached to the Proposal. 18.5. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal. 18.6. The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 18.7. The Proposals and the Tender Security (that should be in a separate envelope marked "Tender Security" and separated by the Proposals) shall be placed into one outer envelope, and sealed. This outer envelope shall bear the submission address, the name and reference number of the assignment, the name and address of the Consultant, and with a warning "Do Not Open Before" [<i>Consultant to insert the date and the time of the Proposal submission deadline</i>]. 18.8. If required in the Data Sheet, the Consultant shall submit their Technical Proposal and Financial Proposal under separate sealed envelopes, with the following modalities: 18.8.1. If required in the Data Sheet, the original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", where the Consultant shall mark the name and reference number of the assignment, the name and address of the Consultant, and with a warning "Do Not Open until [<i>Consultant to insert the date and the time of the Technical Proposal submission deadline</i>]." 18.8.2. If required in the Data Sheet, the original Financial Proposal (if required for the applicable selection method), submitted by mail or by hand, shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name and reference number of the assignment, the name and address of the Consultant, and
--	---

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	with a warning "Do Not Open With The Technical Proposal." 18.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 18.10. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
19. Opening of Proposals	19.1. The process for opening of Proposals submitted by mail or by hand shall be conducted in accordance with this Clause and will depend on the applicable selection method.
	19.2. The Client shall conduct the opening of the Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). 19.3 If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 18.8 of the ITC, the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC. 19.4. At the opening of the Proposals the following shall be read out, or otherwise communicated: (i) the name and the country of the Consultant or, in case of a JVCA, the name of the JVCA, the name of the lead member and the names and the countries of all members; (ii) Power of Attorney; (iii) the presence of the Tender Security, its value and date of the validity; (iv) the presence or absence of a duly sealed envelope with the Financial Proposal (if applicable); (v) any modifications to the Proposal submitted prior to the proposal submission deadline; and (vi) any other information deemed appropriate or as indicated in the Data Sheet.
20. Evaluation of Proposals	20.1. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Proposals. To assist in the examination, evaluation and comparison of Proposals, the Client may, at its discretion, ask a Consultant for a clarification of its Proposal. Such clarification may be requested at any stage up to award of the contract. Requests for clarification and the responses thereto shall be in writing, and no change in the price or substance

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	of the Proposal shall be sought, offered or permitted except as required to confirm the correction of computational errors discovered by the Client in the examination of the Proposal. If a Consultant does not provide clarifications of its Proposal by the date and time reasonably set in the Client's request for clarification, its Proposal may be rejected. The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Clause 11.2 of this ITC.
21. Sequence and Evaluation steps of the Technical Proposals	21.1 Generally, as a first evaluation step, all Proposals will be checked for administrative compliance. A proposal that is not substantially responsive to the requirements for administrative compliance, as set out in the Data Sheet shall be rejected. 21.2 In case of a two-envelope submission QCBS the following evaluation steps will be carried out in the sequence presented below: a) If qualification criteria are determined in the Data Sheet the evaluation of the technical proposals will continue with assessing the consultant's qualifications based on criteria set out in the Data Sheet and the information presented in the Qualification Forms. Proposals which do not demonstrate compliance with the qualification criteria will be rejected and will not be subject to further evaluation. Financial proposals will be returned unopened. b) Each Qualifying Proposal shall be subject to Technical Evaluation by giving it a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 21.3 or if it fails to achieve the minimum technical score indicated in the Data Sheet. If indicated in the Data Sheet evaluation will be based on a scoring system. Then, for the purposes of scoring individual sub-criteria the following qualitative approach may be applied: - 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion. - 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion. - 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	- 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion. - 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion. 21.3 A Proposal shall be rejected and considered substantially not responsive if it does not, comply with administrative requirements, qualification criteria, does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Client may waive any minor informality, non-conformity or irregularity in a Proposal that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Proposal as a result of applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. 21.4 For purposes of evaluation, a substantially responsive Proposal is one that conforms to all administrative requirements, qualification criteria and terms, conditions and specifications of this Request for Proposals without material deviations, objections or reservations. A material deviation, objection or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Request for Proposals, the Clients's rights or the successful Consultant's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other tenderers who are presenting substantially responsive tenders. 21.5 In particular, deviations from, objections to or reservations about critical provisions, such as those concerning Tender Security, Governing Law, Taxes and Duties, Defect Liability, Patent and Indemnity, Limitation of Liability, and related requirements will be treated as non-responsive. The Client's determination of the responsiveness of a Proposal is to be based on the contents of the proposal itself without recourse to extrinsic evidence. 21.6 If a Proposal is not substantially responsive, it will be rejected by the Client and may not subsequently be made responsive by the Consultant by correction of the non-conforming deviation, objection or reservation.
22. Financial Proposals for QBS	22.1. Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	other Financial Proposals are returned unopened after the Contract Clarification discussions are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1. If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 18.8 of the ITC, the opening process of Financial Proposals submitted by mail or by hand shall be conducted in accordance with this Section, and will depend on the applicable selection method. 23.2. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Technical Proposals were considered non-responsive to the, administrative requirements, qualification criteria, RFP (including the TOR) or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as the scores obtained for the sub-criteria) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. Following a standstill period indicated in the Data Sheet, the Client shall simultaneously notify in writing those Consultants that have passed the Technical evaluation and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. 23.3 Consultants who have been notified that their proposals are considered non-responsive may request in writing to the Client for a debriefing seeking further explanations on the grounds on which their proposals were considered non-responsive. Upon receiving such a request, the Client shall promptly, and in any case within two weeks, arrange a debriefing. 23.4. The Financial Proposals shall be opened by the Client in the presence of the representatives of those Consultants whose proposals have passed the Technical evaluation. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud or otherwise communicated. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
24. Correction of Errors	24.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1. If the Financial Proposal is time-based, in whole or in part, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.1.2. If the Financial Proposal is lump-sum based, in whole or in part, the Consultant is deemed to have included all prices in the Financial Proposal, or in the part that is lump-sum based, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause 25 of the ITC below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1. Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial Proposal, and, therefore, included in the evaluation. 25.2. Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client's country on the remuneration of non-resident Experts for the services rendered in the Client's country are dealt with in accordance with the instructions in the Data Sheet.
26. Conversion to Single Currency	26.1. For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	achieving the highest combined technical and financial score will be invited for Contract Clarification discussions.
b. Fixed-Budget Selection (FBS)	27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause 15.1.2 of the Data Sheet shall be rejected. 27.3. The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	27.4. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
28. Contract Clarifications before Signature	28.1. Upon receipt of the Bank's no-objection to its tender evaluation process and award decision, and prior to contract clarifications, the Client shall notify all unsuccessful consultants of the results of the consultant selection process, identifying the name of the assignment and the following information: (i) name of each consultant whose financial proposals were opened; (ii) combined technical and financial scores of all consultants whose financial proposals were opened (iii) prices of financial proposals as read out at financial proposal opening; (iv) if applicable, an explanation why the evaluated price differs from the price of the evaluated proposal; and (v) name of the winning consultant, and the evaluated contract price, as well as the duration and summary scope of the contract signed. After receiving such notification, unsuccessful consultants may request in writing to the Client for a debriefing seeking further explanations on the grounds on which their proposals were not selected. Upon receiving such a request, the Client shall promptly, and in any case within two weeks, arrange a debriefing. Contract clarification discussions shall not commence, nor shall the contract be signed, until the expiry of the period specified in the Data Sheet - the Standstill Period - from the date of Client's notification of its award decision.
	28.2. Contract clarifications will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. The contract clarifications shall be limited to the matters described in ICT 28.4 to 28.9. 28.3. The Client shall prepare minutes of the contract clarifications, which shall be signed by the Client and the Consultant's authorized representative and will be part of the Contract.
a. Availability of Key Experts	28.4. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the contract clarification, or, if applicable, a replacement in accordance with

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	Clause 14 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.5. Notwithstanding the above, the substitution of Key Experts may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to clarify the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical clarifications	28.6. The contract clarifications may include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial clarifications	28.7. The contract clarifications include confirmation of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. 28.8. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be subject to discussion. In the case of a Time-Based (in whole or in part) contract, unit rates discussions shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. 28.9. The Consultant shall furnish the Client with details of the bank account(s) that the Consultant proposes to use for the purpose of receiving payments due under the Contract.
29. Conclusion of Contract	29.1. The contract clarifications are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative. 29.2. If the contract clarifications fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the discussions informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	ranked Consultant to discuss and clarify the Contract. Once the Client commences discussions with the next-ranked Consultant, the Client shall not reopen the earlier contract clarifications discussions.
30. Signature of Contract	30.1. After completing the contract clarifications, the Parties shall sign the Contract. The Client will inform all consultants of the contract award decision, including a summary of the reasons for that decision. Immediately after the signature of the contract the Client shall publish an Award Notice in the OJEU. 30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
31. Complaints	31.1 The Consultant believing that they have been harmed by an error or irregularity during the procurement process may petition the Client directly. The Client shall reply within 15 days of receipt of the appeal. 31.2 Should the Consultant consider the Client's reply under 31.1. unsatisfactory, the Consultant may have the recourse to the remedy mechanism detailed in the Jordanian Procurement by-law No. 8 for the year 2022 and its instructions (available on the website of the Government Tenders Department (www.gtd.gov.jo)). If a Consultant wishes to make a complaint, the Consultant should submit its complaint following the procedures listed therein, in writing by the quickest means available, that is, either by email or fax. 31.3 The Consultant should alert the Client in writing, with a copy to the European Investment Bank to procurementcomplaints@eib.org, in case they should consider that certain clauses or provisions of the RFP might limit international competition or introduce an unfair advantage to some Consultants.

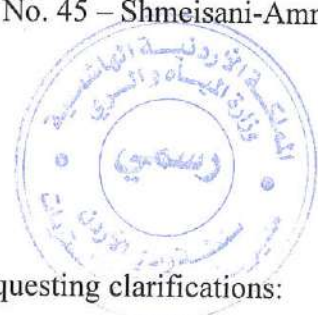


Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

DATA SHEET

ITC Clause Reference	
1 (ii)	Applicable Guidelines: The procurement procedure will be carried out in line with EIB Guide to Procurement (GtP) which can be found on EIB's website. https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib
1 (v)	Source of funds: The European Investment Bank and the European Union's Neighbourhood Investment Platform (NIP) through KfW Development Bank.
2.1.	Name of the Client: Ministry of Water and Irrigation Jordan Valley Authority (JVA), Salem Al Hendawi Street, Building No. 45 - Shmeisani - Amman PO. Box: 2769 Amman 11181, Jordan The method of selection: Attributing 70 % weight to the Technical Proposal and 30 % to the Financial Proposal.
2.2	Procurement method: Single Stage Open Competitive Selection – Request for Proposal Financial Proposal to be submitted together with Technical Proposal: Yes ☒ No ☐ The name of the assignment is: Contract Administration and Construction Supervision of Jordan Valley Water Efficiency Project: Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at Turnout 95
2.3	A pre-response conference will be held: Yes ☐ No ☒
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Detailed design for Construction of Main Conveyor from Telal Al Thahab to the Downstream Location on King Abdullah Canal at Turnout 95 The information can be downloaded from the following link: https://we.tl/t-B5gOI34X9F
3b	For the avoidance of doubt, award of Contract S2 - Project Implementation Support Services contract, described in the ToR at Section 1.6, will be a conflicting assignment.
5.	The contracts financed by the Bank should respect the EIB Anti-Fraud Policy (http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm),

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

6.3.1.	A list of excluded firms and individuals is available at EIB's external website: https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm#
6.3.2	A consultant cannot be awarded the contract if the consultant has been convicted of an intentional crime, or an affiliate of the consultant has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank.
9.1	The language of the Proposal, as well as all correspondence, shall be English. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
10.1	Participation of Key Experts in more than one Proposal is not permissible. The Proposal shall include a Statement of Exclusivity and Availability duly filled and signed by each Key Expert. <u>If two or more Proposals include the same Key Experts, those Proposals will be rejected.</u>
11.1	Clarifications may be requested no later than 21 days prior to the submission deadline. The Client will provide clarifications or amendments to the RFP not later than 14 days prior to the Proposals' submission deadline. The contact information for requesting clarifications is: Contact person: Eng. Abdallah Freijat Client: Ministry of Water and Irrigation Jordan Valley Authority (JVA) Street Address: Salem Al Hendawi Street, Building No. 45 – Shmeisani-Amman PO. Box: 2769 , City: Amman Postal Code: 11181 Country: Jordan E-mail address: Abdallah_alfreijat@mwi.gov.jo The following electronic means shall be used for requesting clarifications: E-mail: Yes ☒ No ☐ The following electronic means shall be used by the Client for providing clarifications or amendments to the RFP: E-mail: Yes ☒ No ☐ 

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

13.1

The Proposal shall be submitted in two envelopes comprising the following documents:

The Full Technical Proposal shall comprise the following documents:

Inner Envelope n.1 with the Technical Proposal:

- (1) Tender Security*
- (2) Form TECH-1: Technical Proposal Submission Form with enclosures;
Attachment 1-Covenant of Integrity,
Attachment 2-E&S Covenant,
Attachment 3-Contact Sheet
- (3) Power of Attorney to sign the Proposal
- (4) Form TECH-2: Financial Position Form
- (5) Form TECH-3: Bank Information Request Consent Form
- (6) Form TECH-4: Information Request Consent Form
- (7) Form TECH-5: General Experience Form
- (8) Form TECH-6: Specific Experience Form
- (9) Form TECH-7: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- (10) Form TECH-8: Work Schedule and Planning for Deliverables
- (11) Form TECH-9: Team Composition, Assignment and Key Experts' Time Input;
- (12) Form TECH-10: CV Form and Statement of Exclusivity and Availability for Key Experts

The Financial Proposal shall comprise the following documents:

Inner Envelope n.2 with the Financial Proposal:

- (1) Form FIN-1 "Financial Proposal Submission Form"
- (2) Form FIN-2 "Schedule of payments for Consultant's services related to the works contract"
- (3) Form FIN-3 "Summary of Financial Proposal"

Note*

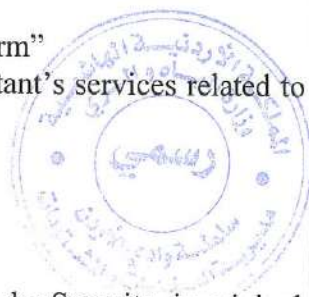
Tender Security:

The Consultant shall furnish as part of its Proposal a Tender Security, in original form and, in the amount of One Hundred Twenty Thousand Euro (EUR 120,000). The Tender Security will be an unconditional guarantee issued by a reputable bank operating in Jordan. If the unconditional guarantee is issued by a financial institution/bank located outside Jordan, the issuing financial institution shall have a correspondent financial institution located in Jordan to make it enforceable. The tender Security shall be submitted using the Tender Security Form included at the end of Section 1:- Data Sheet. The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITC 14.4.

Any Proposal not accompanied by a substantially responsive Tender Security shall be **rejected** by the Employer as non-responsive.

The Tender Security of the unsuccessful Consultants shall be returned as promptly as possible upon the successful Consultant signing the Contract.

The Tender Security of the successful Consultant shall be returned as promptly as possible once the successful Consultant has signed the Contract.



Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	The Tender Security may be forfeited: (1) If a consultant withdraws its Proposal during the proposal validity period specified by the Consultant on the Technical Proposal submission form, or any extension thereto provided by the Consultant; or (2) If the successful Consultant fails to sign the Contract in accordance with ITC 28 and 30; The Tender Security of a JVCA shall be in the name of the JVCA that submits the Proposal. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of bidding, the Tender Security shall be in the names of all future members as named in the Technical Proposal Submission form. The Tender Security shall be issued in favour of the Jordan Valley Authority.																				
13.2	Not Applicable.																				
14.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.																				
15.1.1	Not Applicable.																				
15.1.2	Minimum input of Key Experts: <table border="1"> <thead> <tr> <th>Ref</th><th>Position</th><th>Minimum Time Input (days) Prior to taking over of the Works</th><th>Minimum Time Input (days) Following taking over of the Works</th></tr> </thead> <tbody> <tr> <td>KE 1</td><td>Team Leader/Resident Engineer</td><td>752</td><td>40</td></tr> <tr> <td>KE2</td><td>Deputy Team Leader / Site Supervisor for Pipelines</td><td>752</td><td>29</td></tr> <tr> <td>KE3</td><td>Deputy Team Leader / Site Supervisor for Intake works, micro tunneling, storage ponds and sedimentation tanks</td><td>752</td><td>29</td></tr> <tr> <td>KE4</td><td>Project Director / FIDIC Engineer</td><td>312</td><td>29</td></tr> </tbody> </table>	Ref	Position	Minimum Time Input (days) Prior to taking over of the Works	Minimum Time Input (days) Following taking over of the Works	KE 1	Team Leader/Resident Engineer	752	40	KE2	Deputy Team Leader / Site Supervisor for Pipelines	752	29	KE3	Deputy Team Leader / Site Supervisor for Intake works, micro tunneling, storage ponds and sedimentation tanks	752	29	KE4	Project Director / FIDIC Engineer	312	29
Ref	Position	Minimum Time Input (days) Prior to taking over of the Works	Minimum Time Input (days) Following taking over of the Works																		
KE 1	Team Leader/Resident Engineer	752	40																		
KE2	Deputy Team Leader / Site Supervisor for Pipelines	752	29																		
KE3	Deputy Team Leader / Site Supervisor for Intake works, micro tunneling, storage ponds and sedimentation tanks	752	29																		
KE4	Project Director / FIDIC Engineer	312	29																		
15.1.3	Not Applicable.																				
16.2	The format of the Technical Proposal to be submitted is: FTP ☒ STP ☐ Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.																				
17.2	A price adjustment provision applies to remuneration rates: YES ☒ No ☐ Remuneration shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:																				

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

$$P_n = a + b \times \frac{L_n}{L_o}$$

where:

“P_n” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being 12 months;

“a” is a fixed coefficient, representing the non-adjustable portion in contractual payments;

“b”, is the coefficient representing the estimated proportion of the cost element related to the labor cost for execution of the services

“L_n” is the official index for salaries for the first month for which the adjustment is supposed to have effect; and

“L_o” is the official index for salaries in the month of the Effective Date of the Contract.

Table of adjustment data for payments in currencies defined under Sub-Clause 7.3 of the Conditions of Contract:

Coefficient scope of index	Country of origin;	Source of index; Title/definition	Value on stated date(s)*	
			Value	Date
a = 15% Fixed				
b = 85% Labour	Jordan,	Source: Department of Statistic Jordan, Consumer Price Index https://dosweb.dos.gov.jo/economic/price-indices/	111.76	December 2024
The sum of all coefficients shall be 100%				

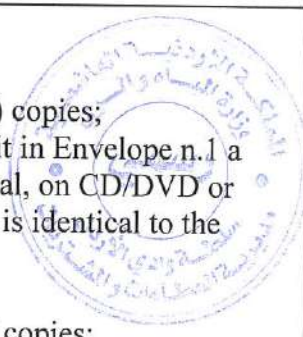
* These values and dates confirm the definition of each index, but do not define Effective Date indices

17.3

For the calculation of the Financial Proposal the following provisions regarding taxes and public duties shall apply:

1. Taxation outside the Employer's country:

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	The Consultant's financial Proposal shall include all taxes, duties and fees imposed outside the Employer's country (including in the Consultant's country, if it is different from the Employer's country). 2. Taxation in the Employer's country: VAT/ sales tax, Withholding Tax, National Contribution Tax and Customs and Import Duties shall be stated separately in the financial proposal. These will be reimbursed by the Employer to the Consultant within 60 days upon proof of evidence ((unless the Employer is liable for tax payment according to applicable laws and regulations.) Acknowledging the difficulty to anticipate the exact amount of applicable taxes and duties at bidding stage, actual payments can be higher than what has been stated in the financial proposal. No further taxation exemptions shall apply. The Consultant, its staff and any Sub- consultants shall be subject to and be responsible for meeting all liabilities arising from local taxes and public duties attributable to the Contract. The Consultant shall acquaint himself with his tax obligations in the Employer's country. The consultant will not be exempted from the revenue stamp fee and has to pay it on the total order value upon receiving the contract award letter. The project is not exempted from the 1% fee to the Engineer Association. The Consultant is not exempted from fees related to residence and work permits.
17.4	The Financial Proposal shall be stated in the following currency: Euro The Financial Proposal should state local costs in the Client's country currency (local currency): YES ☐ No ☒
18.2	The submission of the Proposal will be by hand delivery or by registered mail only.
18.3	See Data Sheet Clause 13.1 for the documents that will comprise the Proposal.
18.6 and 18.7	The Consultant shall submit the Proposal as follows: (a) Technical Proposal: one (1) original and 2 (two) copies; In addition to the hard copies, the Consultant shall submit in Envelope n.1 a scanned electronic copy of the original Technical Proposal, on CD/DVD or USB flash drive in Portable Document Format (pdf) that is identical to the original Technical Proposal. (b) Financial Proposal: one (1) original and 2 (two) copies; In addition to the hard copies, the Consultant shall submit in Envelope n.2 a scanned electronic copy of the original Financial Proposal, on CD/DVD or 

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	USB flash drive in Portable Document Format (pdf) that is identical to the original Financial Proposal. The Consultant shall enter the following identification on the outer and inner tender envelopes: - The name and full address of the Consultant; - The address for submission of Proposal given in paragraph 18.10; - The name and identification number of the tender process (the words: "Contract Administration and Construction Supervision of Jordan Valley Water Efficiency Project: Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at Turnout 95 , Tender Identification No. SKAC/1/2025"); - The words "Not to be opened before the opening session". The Consultant shall include the following additional identification on the inner Envelope No. 1 (Technical Proposal): The words "Envelope No. 1: Technical Proposal". The Consultant shall include the following additional identification on the inner Envelope No. 2 (Financial Proposal): The words: "Envelope No. 2: Financial Proposal".
18.8.1	It is required. The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope and marked as clarified in ITC 18.8.1. This envelope together with the envelope of the Financial Proposal shall be placed into one outer envelope as stated in ITC 18.7.
18.8.2	It is required. The original and all the copies of the Financial Proposal shall be placed inside a sealed envelope and marked as clarified in ITC 18.8.2. This envelope together with the envelope of the Technical Proposal shall be placed into one outer envelope as stated in ITC 18.7.
18.10	The Proposal or its modification must be submitted no later than: Date: 21 Dec, 2025 Time: 12:00 local time (Jordan time zone) Any Proposal received by the Client after the Proposal submission deadline will be rejected and returned unopened to the Consultant. The Proposal submission address is: Ministry of Water and Irrigation Jordan Valley Authority (JVA) Salem Al Hendawi Street, Building No. 45 - Shmeisani - Amman PO. Box: 2769 Amman 11181, Jordan Att.: The Consultants <u>shall not have</u> the option of submitting their Proposals electronically. 

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

19.1	The public opening shall take place at: Ministry of Water and Irrigation Jordan Valley Authority (JVA) Street Address: Selem Al hendawi Street, Building No. 45 City: 11181, Amman PO. Box: 2769 Country: Jordan Date: 21 Dec, 2025 Time: 12:00 local time (Jordan time zone)						
19.2	The option to attend online the opening of the Proposal is not foreseen according to ITC Clause 19.1.						
21.1	Administrative compliance of the Consultant The Consultant shall demonstrate administrative compliance as per form TECH-1 specified in Section 2.						
21.2 a)	Qualification criteria of the Consultant - Financial Capacity: The Consultant shall demonstrate the financial capacity as per form TECH-2, specified in Section 2, and comply with the minimum requirements stated below: <table border="1" data-bbox="391 969 1390 1350"> <thead> <tr> <th>Criterion</th><th>Requirement</th></tr> </thead> <tbody> <tr> <td>Turnover annually</td><td>Average turnover over the five year period preceding tender submission (2020-2024) shall have been at least <i>EUR 1,500,000.00</i></td></tr> <tr> <td>Minimum current ratio</td><td>Minimum current ratio > 1.1 (minimum current ratio for each of the last five years)</td></tr> </tbody> </table> In the case of a JVCA, all members combined must satisfy the Financial Capacity requirement. Each member of a JVCA shall meet not less than 40% of the turnover requirement, while the leading member shall meet not less than 60% of the turnover requirement. Each member of a JVCA shall meet the current ratio requirement. - General Experience: The Consultant shall meet the following minimum criteria and shall demonstrate it in form TECH-5 specified in Section 2: a) Successful experience as sole consultant, leader of a consortium, or consortium member in the execution of three (3) individual contracts, completed within the ten (10) year period prior to the deadline for submission of the Proposal, for administration and construction supervision of works contracts.	Criterion	Requirement	Turnover annually	Average turnover over the five year period preceding tender submission (2020-2024) shall have been at least <i>EUR 1,500,000.00</i>	Minimum current ratio	Minimum current ratio > 1.1 (minimum current ratio for each of the last five years)
Criterion	Requirement						
Turnover annually	Average turnover over the five year period preceding tender submission (2020-2024) shall have been at least <i>EUR 1,500,000.00</i>						
Minimum current ratio	Minimum current ratio > 1.1 (minimum current ratio for each of the last five years)						

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	The value of each of the works contracts (for which contract administration and construction supervision services were provided) shall have been at least 25 million EUR. In the case of a JVCA, all members combined must satisfy the Criterion (a). Each member of a JVCA shall demonstrate experience of at least one (1) of the aforementioned three contracts. - <u>Specific Experience:</u> The Consultant shall meet the following minimum criteria and shall demonstrate it in the form TECH-6 specified in Section 2: b) Successful experience as sole consultant, leader of a consortium, or consortium member in the execution of at least two (2), but no more than three (3), individual contracts, completed within the ten (10) year period prior to the deadline for submission of the Proposal, for the Contract Administration and Supervision of construction of water pressure transmission pipelines and within which (contracts combined), the construction of at least 30km length of pipeline of diameter at least 600mm shall have been supervised. Each associated work contract shall have comprised no less than 3km of pipeline. Taking-Over Certificates or similar certificates of substantial completion shall have been issued for each associated works contract.
	In the case of a JVCA, all members combined must satisfy the Criterion (b). The leading member of JVCA shall demonstrate experience of at least one (1) of the aforementioned contracts and within which the construction of at least 10km of pipeline was supervised. c) Successful experience as sole consultant, leader of a consortium, or consortium member in the execution of two (2) individual contracts, completed within the ten (10) year period prior to the deadline for submission of the Proposal, for the Contract Administration and Supervision of construction of riverine structures such as intakes, dams, bridges with foundations within the bed, weirs, embankments, bed regulation and the like. The value of each contract brought as a reference shall be at least 500,000 EUR. Contracts where such riverine structures formed part of the Works shall be considered where the value of the riverine structures can be demonstrated to have been at least 500,000 EUR. Taking-Over Certificates or similar certificates of substantial completion shall have been issued for each associated works contract. In the case of a JVCA, all members combined must satisfy the Criterion (c). The leading member of a JVCA shall demonstrate experience of at least one (1) of the aforementioned two contracts. d) Successful experience as sole consultant, leader of a consortium, or consortium member, in the execution of two (2) individual contracts, completed

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	within the ten (10) year period prior to the deadline for submission of the Proposal, for Contract Administration and Supervision of construction works, which were governed by either the Red FIDIC Books Conditions of Contract for Construction (1999 or 2017 editions) or the Yellow FIDIC Books Conditions of Contract for Plant and Design-Build (1999 or 2017 editions). The value of each of these works contracts shall have been at least 10 million EUR. In the case of a JVCA, all members combined must satisfy the Criterion (d). The leading member of a JVCA shall demonstrate experience of at least one (1) of the aforementioned two contracts. e) Successful experience as sole consultant, leader of a consortium, or consortium member, in the execution of one (1) individual contract, completed within the ten (10) year period prior to the deadline for submission of the Proposal, for Contract Administration and Supervision of construction, carried out in the MENA region. In the case of a JVCA, all members combined must satisfy the Criterion (e).						
21.2 b)	<table border="1"> <thead> <tr> <th data-bbox="376 1346 1230 1503">Evaluation Criteria</th><th data-bbox="1230 1346 1410 1503">Maximum points</th></tr> </thead> <tbody> <tr> <td data-bbox="376 1503 1230 1861"> (a) Organization and Methodology: ☐ Rationale (max. 6 points) ☐ Strategy (max. 20 points) ☐ Backstopping and involvement of all members of the consortium (max. 4 points) ☐ Timetables of activities (max. 10 points) </td><td data-bbox="1230 1503 1410 1861" style="text-align: center; vertical-align: middle;">40</td></tr> <tr> <td data-bbox="376 1861 1230 2009"> (b) Key Experts: ☐ KE 1 - Team Leader / Resident Engineer (max. 15 points) </td><td data-bbox="1230 1861 1410 2009" style="text-align: center; vertical-align: middle;">60</td></tr> </tbody> </table>	Evaluation Criteria	Maximum points	(a) Organization and Methodology: ☐ Rationale (max. 6 points) ☐ Strategy (max. 20 points) ☐ Backstopping and involvement of all members of the consortium (max. 4 points) ☐ Timetables of activities (max. 10 points)	40	(b) Key Experts: ☐ KE 1 - Team Leader / Resident Engineer (max. 15 points)	60
Evaluation Criteria	Maximum points						
(a) Organization and Methodology: ☐ Rationale (max. 6 points) ☐ Strategy (max. 20 points) ☐ Backstopping and involvement of all members of the consortium (max. 4 points) ☐ Timetables of activities (max. 10 points)	40						
(b) Key Experts: ☐ KE 1 - Team Leader / Resident Engineer (max. 15 points)	60						



Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	Qualifications and skills (max. 2 points) General professional experience (max. 4 points) Specific professional experience (max. 9 points) ☐ KE 2 - Deputy Team Leader / Site Supervisor for Pipelines (max. 15 points) Qualifications and skills (max. 2 points) General professional experience (max. 4 points) Specific professional experience (max. 9 points) ☐ KE 3 - Deputy Team Leader / Site Supervisor for Intake works, micro tunnelling, storage ponds and sedimentation ponds (max. 15 points) Qualifications and skills (max. 2 points) General professional experience (max. 4 points) Specific professional experience (max. 9 points) ☐ KE 4 - Project Director / FIDIC Engineer (max. 15 points) Qualifications and skills (max. 2 points) General professional experience (max. 4 points) Specific professional experience (max. 9 points)	
	TOTAL	100
	<i>The minimum total points required to qualify for the financial evaluation is 75, and:</i> ▪ <i>The minimum total points for Subcriteria a) is 30</i> ▪ <i>The minimum total points for Subcriteria b) is 45, and</i> <i>The minimum total points for each of the proposed Key Experts no.1, 2, 3, 4 is 9 points.</i>	
22	Not Applicable.	
23.2	The Quality and Cost Based Selection (QCBS) procedure applies: Financial Proposals are submitted electronically: YES ☐ No ☒ An online option of the opening of the Financial Proposals is offered: YES ☐ No ☒	
24.1.1	Not Applicable.	
24.1.2	The Financial Proposal shall be Lump Sum based and the Contract will be a Global Price Contract, under which the services will be performed for an all inclusive lump sum price.	
25.2	Reference shall be made to Data Sheet 17.3 for information on the Consultant's tax obligations in the Client's country.	
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: N/A The official source of the selling (exchange) rate is: N/A	

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

	The date of the exchange rate is: N/A
27.1 [a. QCBS only]	The Quality and Cost Based Selection (QCBS) procedure applies only. The lowest evaluated Financial Proposal (Fm, taken as Item 3 Form FIN-3) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 70% (seventy percent), and P = 30% (thirty percent) Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
28.1	The Standstill Period shall have a duration of 10 business days.
28.2	Expected date and address for contract clarifications: to be determined after the completion of the Standstill Period.
30.2	Expected commencement of the Services: It is expected that award of the service Contract subject to this RFP shall be in Q2 2025. Commencement of Services shall be as soon as is practicable thereafter, subject to award of the works contract, and availability of funding.



Section 2. Full Technical Proposal– Standard Forms

Form of Tender Security

Beneficiary: Jordan Valley Authority

Request for Proposals No: _____

Date: _____

TENDER SECURITY No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Consultant") has submitted or will submit to the Beneficiary its proposal (hereinafter called "the Proposal") for the execution of _____ under Request for Proposal No. _____ ("the RFP").

Furthermore, we understand that, according to the Beneficiary's conditions, proposals must be supported by a Tender Security.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Consultant:

- a. Has withdrawn its Proposal during the period of Proposal's validity set forth in ITC 14.1 of the RFP, or any extension thereto provided by the Consultant; or
- b. Having been notified of the acceptance of its Proposal by the Beneficiary during the Proposal's validity period or any extension thereto provided by the Consultant has failed to sign the contract, .

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at the following office [insert address of office] on or before _____ [insert the date 28 days after the expiry of the Proposal's validity period], when this guarantee shall expire.

This guarantee shall be governed by the laws of _____ [insert the law governing the guarantee], and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____[signature(s)]



FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Date:

RFP No.:

RFP Name:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with the Request for Proposal documents, and our Proposal.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with:

Lead Member: [Full name, legal address, authorized representative]

Members: [Full name, legal address, authorized representative]



We have attached a signed JVCA agreement, which details the legal structure and the confirmation of joint and several liability of the members of the said joint venture to you for the performance of the Contract, in the event the contract is awarded to us. The JVCA agreement names the leader of the JVCA, who shall have the authority to bind the JVCA and each of these persons. The agreement includes the provision that the JVCA composition or legal status shall not be altered without your prior consent.

We acknowledge that Attachment 1 to this Technical Proposal "Covenant of Integrity – Consultant Contact Sheet" and Attachment 2 "Environmental and Social Covenant" form part of this Technical Proposal.

AND/OR

[If your Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this

Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Clause 14.1 of the ITC.
- (c) We have no conflict of interest in accordance with Clause 3 of the ITC.
- (d) We meet the eligibility requirements as stated in Clause 6 of the ITC, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to prohibited practices as per Clause 5 of the ITC.
- (e) Except as stated in the Clause 14.7 of the ITC, we undertake to participate in Contract Clarification discussions on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Clause 14 of the ITC and Clause 28.4 of the ITC may lead to the termination of Contract Clarification discussions.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract Clarifications.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the ITC.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JVCA's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.}

ENCLOSURES TO THE TECHNICAL PROPOSAL SUBMISSION FORM:

Please find attached to this letter, copies of original documents defining:

- (a) legal status, including our charter(s) and registration (incorporation) documents;
Note: Enclosed documents must be provided by the Consultant, including all members of JVCA
- (b) signed JVCA agreement or letter of intent (if applicable);

Attachment 1 to Form TECH-1:

Covenant of Integrity

Date:

Request for Proposal No.:

To: (insert name of Client)

[Name of lead tenderer] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for “Contract Administration and Construction Supervision of Jordan Valley Water Efficiency Project: Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at Turnout 95” managed by Ministry of Water and Irrigation Jordan Valley Authority (JVA) (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

- (i) have engaged in any Prohibited Conduct ² in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
- (ii) are listed or otherwise subject to EU/United Nations sanctions;³
- (iii) are the subject of a current decision of exclusion by the European Investment Bank;
- (iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned ⁴ by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
- (v) are excluded or subject to enforcement actions or otherwise sanctioned ⁵ by the EU institutions or bodies, or any multilateral development bank⁶, on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

² Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time.

³ EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

⁴ Including a fine or any other financial penalty, irrespective of whether paid yet or not.

⁵ Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint.

⁶ Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (*if not applicable, please indicate not applicable in the table below*):

Name of Entity	Details of disclosure	Measures taken or be taken

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee]:

Name of recipient	Address	Reason	Amount

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will appoint and maintain in office an officer who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We grant the [name of promoter], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Note: The Covenant of Integrity must be signed by all consultants (including all Joint Venture/consortium members)



Attachment 2 to Form TECH-1: Environmental and Social Covenant

We, [name of lead tenderer], shall, and shall ensure that all of our joint venture members and subcontractors, if any, for “Contract Administration and Construction Supervision of Jordan Valley Water Efficiency Project: Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at Turnout 95” managed by Ministry of Water and Irrigation Jordan Valley Authority (JVA) (the “Contract”), comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment that are applicable, ratified and in force in the country of implementation of the Contract.

Labour standards

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization⁷, and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB’s Environmental and Social Standards⁸.

We will require our subcontractors not to employ child labour or forced labour [and to cascade these requirements throughout their respective supply chains].⁹ We shall:

- (i) pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
- (ii) keep complete and accurate records of employment of workers at the site.

[for works contracts, insert:

“Workers relations

We shall, in line with Standard 8 of the EIB’s Environmental and Social Standards, [insert “have in place”/“develop and implement”] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance mechanism to Ministry of Water and Irrigation Jordan Valley Authority (JVA), including on any corrective measures deemed necessary.”

Occupational and public health, and safety and security

We shall:

- (i) comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
- (ii) develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with [in the

⁷ <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>.

⁸ <https://www.eib.org/en/publications/eib-environmental-and-social-standards>.

⁹ Text between brackets to be added in case the Bank’s risk assessment identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain.

case of goods, non-consulting services and works, insert “the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and”] International Labour Organization guidelines on occupational safety and management systems¹⁰;

(iii) provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;

(iv) communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;

(v) provide qualified [emergency response/]first aid arrangements at all times;

(vi) develop and implement a code of conduct and adopt specific measures to prevent and address inter alia gender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;

(vii) use security management arrangements that are consistent with international human rights standards and principles ¹¹where such arrangements are required for the delivery of the Contract;

(viii) establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;

(ix) report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

Protection of the environment

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. [*in the case of goods, non-consulting services and works, insert* “To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in [*insert name of the relevant document*]¹² and the international and national legislation and regulations applicable in the country of implementation of the Contract.”]

Environmental and social performance

We shall comply with the measures prescribed to us in the Contract and any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any [*in the case of works,*

¹⁰ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm.

¹¹ For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials

¹² For instance an environmental and social impact assessment and respective permits.

insert “and submit [insert the periodicity as indicated in the Contract, if any] environmental and social monitoring reports to Ministry of Water and Irrigation Jordan Valley Authority (JVA) ”]. [in the case of **contracts above the thresholds**¹³, insert “To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide Ministry of Water and Irrigation Jordan Valley Authority (JVA) with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.”]

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

- (i) reassess, in consultation with Ministry of Water and Irrigation Jordan Valley Authority (JVA) , any changes that may potentially cause negative environmental or social impacts;
- (ii) provide Ministry of Water and Irrigation Jordan Valley Authority (JVA) with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and
- (iii) in consultation with Ministry of Water and Irrigation Jordan Valley Authority (JVA), adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

[in the case of **goods, non-consulting services and works**, insert:

“Environmental and social staff

We shall facilitate Ministry of Water and Irrigation Jordan Valley Authority (JVA)’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.”]

[in the case of **contracts above the thresholds for goods, non-consulting services and works**, insert:

“Environmental and social management team

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to Ministry of Water and Irrigation Jordan Valley Authority (JVA) and to whom Ministry of Water and Irrigation Jordan Valley Authority (JVA) shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.”]

We accord Ministry of Water and Irrigation Jordan Valley Authority (JVA) and the EIB, and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our joint venture members and subcontractors.

¹³ See section 3.4.1 of the guide for the thresholds.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Note : The Environmental and Social Covenant must be signed by all consultants (including all Joint Venture / consortium members).



Attachment 3 to Form TECH-1:

Contact Sheet

Full legal name of Lead Organisation/ Individual:	
Trading Name (if different from above):	
Country of Registration:	
Address of registered office:	
Postal address (if different from above):	
Telephone number (including country code):	
Fax number (including country code):	
Main contact person:	
Main contact person's position in the Organisation:	
Contact person's email address:	
Alternate contact person:	
Alternative E-mail:	
Website of the Organisation:	



Important Notes:

Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Client. The Client will not be held responsible in the event that they cannot contact the Consultant using any of the above details. It is the sole responsibility of the Consultant to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses.

In particular, the Client shall proceed on the assumption that the e-mail address(es) is constantly monitored, that your security settings permit the Client's e-mails to be received and that the e-mail address is capable of receiving attachments (particularly PDF and Microsoft Word).

Power of Attorney

Consultants must attach here a Power of Attorney authorizing their empowered representative to submit the Proposal and to commit the Consultant to a contract. The Power of Attorney must give the name, address and capacity of the person so empowered and must be signed and dated by a person duly authorized by the Consultant.

If the Original Power of Attorney is drafted in a language other than English, an authorized English translation shall be attached.



FORM TECH-2:
FINANCIAL POSITION FORM

[Letterhead of the Consultant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]

The Consultants, including each partner of a JVCA, shall provide financial information to demonstrate that it meets the requirements stated in the Data Sheet.

Each member or JVCA partner must complete this form.

Use separate sheets to provide complete information with regard to the banks.

Summary of assets and liabilities shall be expressed in its equivalent of the currency, as stated in the Data Sheet.

[State the name of the Consultant or a JVCA partner]

Annual Financial Data

Financial information	Actual for previous years				
	2020	2021	2022	2023	2024
<i>A. In EUR</i>					
1. Annual turnover ¹⁴					
2. Current assets ¹⁵					
3. Current liabilities ¹⁶					
4. Current ratio (Current assets/Current Liabilities)					
<i>B. In [state currency] equivalent</i>	<i>[ForEx rate]</i>	<i>[ForEx rate]</i>	<i>ForEx rate]</i>	<i>ForEx rate]</i>	<i>ForEx rate]</i>
1. Annual turnover					
2. Current assets					
3. Current liabilities					
4. Current ratio (Current assets/Current Liabilities)					

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

- A. All such documents shall reflect the financial situation of the Consultant or member to a JVCA, and not sister or parent companies;

¹⁴ The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

¹⁵ A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

¹⁶ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debts, accounts payable, accrued liabilities and other debts.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

- B. Historical financial statements must demonstrate that they have been audited by a certified accountant;
- C. Historical financial statements must be complete, including all notes to the financial statements;
- D. Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Financial data shall be expressed in Euro, having been converted, as the case may be, at the middle exchange rate of the Central Bank of the Consultant's country prevailing at the end of the period reported.



**FORM TECH-3:
BANK INFORMATION REQUEST CONSENT**

[Letterhead of the Consultant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]

Date: *[insert the date]*

To: *[name and address of the bank]*

Sirs,

Being duly authorised to represent and act on behalf of *[insert the Consultant's or a JVCA partner's name]* (hereinafter "the Consultant") the undersigned hereby applies to Request for Proposals by *[insert the Client's name]* (hereinafter "the Client") as a Consultant for a contract under the *[name]* project.

Hereby we authorise the Client and the Client's authorised representatives to conduct any inquiries to verify with you the statements, documents and information submitted in connection with our Proposal, and to seek clarification from you regarding our financial position.

Please consider this letter as authorisation for you to provide such information deemed necessary and as requested by the Client to verify statements and information provided in our Proposal.

Signed _____

Name _____

For and on behalf of
[name of the Consultant or a JVCA partner]



**FORM TECH-4:
INFORMATION REQUEST CONSENT**

[Letterhead of the Consultant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]

Date: *[insert the date]*

To: *[name and address of the Client]*

Sirs,

Being duly authorised to represent and act on behalf of *[insert the Consultant's or a JVCA partner's name]* (hereinafter "the Consultant") the undersigned hereby applies to Request for Proposals by *[insert the Clients's name]* (hereinafter "the Client") as a Consultant for a contract under the *[name]* project.

Hereby we authorise the Client and the Client's authorised representatives to conduct any inquiries to verify the statements and information submitted in connection with our Proposal, and to seek clarification regarding any technical aspects of our Proposal.

Please consider this letter as authorisation for you to provide such information deemed necessary and as requested by the Client to verify statements and information provided in our application, such as our resources, experience, and competence.

Signed _____

Name _____

For and on behalf of
[name of the Consultant or a JVCA partner]



Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

FORM TECH-5:
GENERAL EXPERIENCE

[The form shall be filled in for the Consultant, or for each partner of a Joint Venture (if applicable)]

Consultant's Legal Name: _____
 Joint Venture Partner Legal Name (if applicable): _____

General Experience (Data Sheet 21.2a, (a))			
Starting Date	Ending Date	Contract Identification and Name	Role in Contract
		Name and Address of Client Construction Contract value (in the original currency of the works contract and Euro equivalent) Brief Description of the Works Executed by the Consultant	

Notes:

1. This form shall be supported with documentary evidence in the form of the Completion Certificate, or other such certificate of successful completion of Services, as well as the Taking Over Certificate, or other such certificate of substantial completion, of each works contract.
2. If the value of any referenced works contract, indicated in the supporting documentation, is in a currency other than the Euro, then the Form shall be completed by expressing this value in Euro, converted at the middle exchange rate of the central bank of the country in which the works were performed. The date of the exchange rate shall be the date of the Taking Over Certificate.



Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

FORM TECH-6:
SPECIFIC EXPERIENCE

[The form shall be filled in for the Consultant, or for each partner of a Joint Venture (if applicable)]

Consultant's Legal Name: _____
 Joint Venture Partner Legal Name (if applicable): _____

Contract of Similar Size and Nature (Data Sheet 21.2a, (b))			
Contract No. of	Contract Identification		
Award Date		Completion Date	
Role in Contract			
Total Contract Amount	In the original currency of the service contract agreement and Euro equivalent		
If partner in a JVC , specify participation of total contract amount	Percent of Total	Amount	
Client's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Data Sheet 21.2a, (b)			
			

Notes:

1. This form shall be supported with documentary evidence in the form of the Completion Certificate, or other such certificate of successful completion of Services, as well as the Taking Over Certificate, or other such certificate of substantial completion, of each works contract
2. If the value of any referenced works contract, indicated in the supporting documentation, is in a currency other than the Euro, then the Form shall be completed by expressing this value in Euro, converted at the middle exchange rate of the central bank of the country in which the works were performed. The date of the exchange rate shall be the date of the Taking Over Certificate.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

[The form shall be filled in for the Consultant, or for each partner of a Joint Venture (if applicable)]

Consultant's Legal Name: _____
 Joint Venture Partner Legal Name (if applicable): _____

Contract of Similar Size and Nature (Data Sheet 21.2a, (c))			
Contract No. of	Contract Identification		
Award Date		Completion Date	
Role in Contract			
Total Contract Amount	In the original currency of the service contract agreement and Euro equivalent		
If partner in a JVC , specify participation of total contract amount	Percent of Total	Amount	
Client's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Data Sheet 21.2a, (c)			



Notes:

1. This form shall be supported with documentary evidence in the form of the Completion Certificate, or other such certificate of successful completion of Services, as well as the Taking Over Certificate, or other such certificate of substantial completion, of each works contract
2. If the value of any referenced works contract, indicated in the supporting documentation, is in a currency other than the Euro, then the Form shall be completed by expressing this value in Euro, converted at the middle exchange rate of the central bank of the country in which the works were performed. The date of the exchange rate shall be the date of the Taking Over Certificate.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

[The form shall be filled in for the Consultant, or for each partner of a Joint Venture (if applicable)]

Consultant's Legal Name: _____
 Joint Venture Partner Legal Name (if applicable): _____

Contract of Similar Size and Nature (Data Sheet 21.2a, (d))			
Contract No. of	Contract Identification		
Award Date		Completion Date	
Role in Contract			
Total Contract Amount	In the original currency of the service contract agreement and Euro equivalent		
If partner in a JVC , specify participation of total contract amount	Percent of Total	Amount	
Client's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Data Sheet 21.2a, (d)			

Notes:

1. This form shall be supported with documentary evidence in the form of the Completion Certificate, or other such certificate of successful completion of Services, as well as the Taking Over Certificate, or other such certificate of substantial completion, of each works contract
2. If the value of any referenced works contract, indicated in the supporting documentation, is in a currency other than the Euro, then the Form shall be completed by expressing this value in Euro, converted at the middle exchange rate of the central bank of the country in which the works were performed. The date of the exchange rate shall be the date of the Taking Over Certificate.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

[The form shall be filled in for the Consultant, or for each partner of a Joint Venture (if applicable)]

Consultant's Legal Name: _____
 Joint Venture Partner Legal Name (if applicable): _____

Contract of Similar Size and Nature (Data Sheet 21.2a, (e))			
Contract No. of	Contract Identification		
Award Date		Completion Date	
Role in Contract			
Total Contract Amount	In the original currency of the service contract agreement and Euro equivalent		
If partner in a JVC , specify participation of total contract amount	Percent of Total	Amount	
Client's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Data Sheet 21.2a, (e)			

Notes:

1. This form shall be supported with documentary evidence in the form of the Completion Certificate, or other such certificate of successful completion of Services, as well as the Taking Over Certificate, or other such certificate of substantial completion, of each works contract
2. If the value of any referenced works contract, indicated in the supporting documentation, is in a currency other than the Euro, then the Form shall be completed by expressing this value in Euro, converted at the middle exchange rate of the central bank of the country in which the works were performed. The date of the exchange rate shall be the date of the Taking Over Certificate.

FORM TECH-7:

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-7: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Please provide the following information:

Rationale

- Any comments you have on the terms of reference for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Your opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

Strategy

- An outline of the approach proposed for contract implementation.
- A list of the proposed tasks you consider necessary to achieve the contract objectives.
- Inputs and outputs.

Backstopping

- A description of the support facilities (back-stopping) that the Consultant will provide to the team of experts during execution of the contract. The back-up function will be assessed in the evaluation and should be carefully explained in the organisation and methodology, including the list of staff, units, capacity of permanent staff regularly intervening as experts on similar projects, provision of expertise in the region/country or origin as well as partner countries, organisational structure, etc. which are supposed to ensure that function, as well as the available quality systems and knowledge capitalisation methods and tools, within the respective members of the consortium.
- A description of any subcontracting arrangements with a clear indication of the tasks that will be entrusted to subcontractors and a statement by the consultant guaranteeing the eligibility of subcontractors.

Involvement of all members of the consortium

- If a tender is submitted by a consortium, a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the proposal evaluation. If the proposal is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.

Timetable of activities

- The timing, sequence and duration of the proposed tasks.
- The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the terms of reference.
- The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.
- The expected number of working days required from each category of expert each month during the period of execution of the contract (using the Excel spreadsheet linked to the Budget breakdown).

Guidance notes on Experts' inputs:

The professional staff to be provided by the Consultant shall be sufficient to cover the services under this Contract and for the whole duration of the services. The timing and inputs of each professional staff member shall be in accordance with the agreed program for the delivery of services and appropriate to the Works programmes.

The Consultant shall propose the time commitment for each of the Key Expert in the proposal based on his expertise and experience in similar assignments respecting the minimum input indicated in the ITC.

Provided that the basic minimum staff requirements are met, the Consultant is free to propose the supervision structure that is deemed by the Consultant to optimally meet the project requirements.

The Curriculum Vitae of the Key Expert proposed with the Consultant's Technical Proposal should clearly demonstrate that the credentials described in the TOR have been met.

The tenderer is expected to take into account the implementation periods of the Works contract, and propose the number of expert days (Key Experts and all other Experts) which will accomplish the tasks described in the terms of reference.

During the technical evaluation, assessment will be made if the number of working days estimated for each month for each type of Expert proposed in the organisation and methodology are sufficient for the requirements of the terms of reference to be achieved. This is judged on the basis of the profiles identified in the terms of reference and the organisation and methodology.



FORM TECH-8:

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.



FORM TECH-9:

Team Composition, Assignment and Key Experts' Time input

N°	Name	Position	Expert's input (in person/days) per each Deliverable (listed in TECH-9)							Total time-input (in Days)		
			D-1	D-2	D-3		D-...	Home	Field	Total		
KEY EXPERTS												
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [Field]	[2 days] [0.5 days]	[1.0] [2.5]	[1.0] [0]						
K-2												
K-3												
n												
NON-KEY EXPERTS										Subtotal		
N-1			[Home] [Field]									
N-2												
n												
										Subtotal		Total

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 15.1.2.
- 2 Months / days are counted from the start of the assignment/mobilization.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country.
- Full time input
- Part time input

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

FORM TECH-10:

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted.

All the listed records should be supported by written references, signed by the Company which employed the Expert, or by the Beneficiary of the Project that he/she implemented.
 Past employment that is not relevant to the assignment does not need to be included.

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Contact Name, Title/Position]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____



Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrate Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 8 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Consultant
(the same who signs the Proposal)



Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

ANNEX 1 TO FORM TECH-10

STATEMENT OF EXCLUSIVITY AND AVAILABILITY¹⁷

PUBLICATION REF: SKAC/1/2025
JORDAN VALLEY WATER EFFICIENCY PROJECT-CONSULTING SERVICES
FOR THE CONTRACT ADMINISTRATION AND SUPERVISION OF
CONSTRUCTION WORKS
SELECTION OF CONSULTANTS

OPEN COMPETITIVE PROCEDURE SINGLE STAGE (TWO ENVELOPE)
PROCEDURE

REQUEST FOR PROPOSALS (RFP)

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer (*insert name of the Consultant*) in the above-mentioned service Request for Proposal procedure. This includes that I will not be proposed as a replacement expert in this Request for Proposal procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

From	To	Availability
Month/Year	Month/Year	part time/full time
		(XXX workdays as shown in the work plan)

I confirm that I do not have a confirmed engagement¹⁸ as key expert in another project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other consultant participating in this Request for Proposal procedure. I am fully aware that if I do so, I will be excluded from this Request for Proposal procedure, the Proposal will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EIB.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the Client and in case of dispute concerning my contract with the Consultant I shall address myself to the latter and/or to the competent jurisdictions.

[For information, I have signed a Statement of Exclusivity and Availability for the following tender(s):

Tender reference	Submission deadline for the tender	Tendered engagement

Should I receive a confirmed engagement I declare that I will accept the first engagement offered to me chronologically. Furthermore, I will notify the tenderer immediately of my unavailability.]

Name	
Signature	
Date	

¹⁷ To be completed by all key experts. The part in square brackets should be included if the expert has signed Statement of Exclusivity for other tenders.

¹⁸ The engagement of an expert is confirmed if the expert is committed to work as a key expert under a signed contract or if he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the Consultant.

Section 3. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal:

- FIN-1 Financial Proposal Submission Form
- FIN-2 Schedule of payments for Consultant's services related to the works contract
- FIN-3 Summary of Financial Proposal



*Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal*

**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

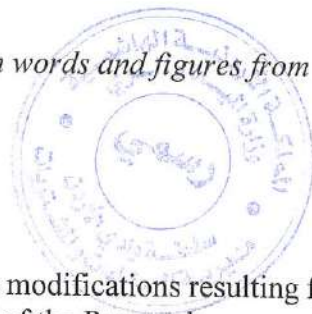
To: [Name and address of Client] [Location, Date]

Dear Sirs:

We, the undersigned, offer to provide consulting services for the Contract Administration and Construction Supervision of Jordan Valley Water Efficiency Project: Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at Turnout 95 in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Insert amount(s) in words and figures from item no.8 in Form FIN-3], with the requirements of the RFP.

The Evaluation Price is for the amount of [Insert amount(s) in words and figures from item no.3 in Form FIN-3].



Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract Clarifications, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Date: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 Schedule of payments for Consultant's services related to the works contract

Period of the Works Contract	Period #:	Deliverable to be approved for the payment:	Payment (% of accepted contract amount) *	Amount in Euro: (figures to be inserted by the Consultant using the % indicated in the previous column)
Construction Period (1200 days)	1	Interim Report #1	10.8 %	
	2	Interim Report #2	6.6%	
	3	Interim Report #3	6.6%	
	4	Interim Report #4	6.6%	
	5	Interim Report #5	6.6%	
	6	Interim Report #6	6.6%	
	7	Interim Report #7	6.6%	
	8	Interim Report #8	6.6%	
	9	Interim Report #9	6.6%	
	10	Interim Report #10	6.6%	
	11	Interim Report #11	6.6%	
	12	Interim Report #12	6.6%	
	13	Interim Report #13	6.6%	
Defects Notification Period (365 days)				
	14	Interim Report #14	1.5 %	
	15	Interim Report #15	1.5 %	
	16	Interim Report #16	1.5 %	
	17	Interim Report #17	1.5 %	
	18	Final Report	4.0 %	
FEES:			100 %	

NOTE:

* Excludes VAT/ sales tax, Withholding Tax, National Contribution Tax and Custom and Import Duties

FORM FIN-3 SUMMARY OF THE FINANCIAL PROPOSAL

Item	Description	Note	Total Price (Euro)
Item 1.	Consultant's services related to the works contract	Sum of FEES in Form FIN 2. As per ToR reporting/deliverable requirements	
Item 2.	Incidental Expenditure:		
Item 3.	Evaluation Price:	Item 1 + Item 2	80,000.00
Item 4.	VAT (16% of item 3):		
Item 5.	Custom and import duties (estimated):		
Item 6.	Withholding tax:		
Item 7.	National contribution tax:		
Item 8.	Total Price - to be carried forward to the Financial Proposal Submission Form FIN-1:	Item 3 + Item 4 + Item 5 + Item 6 + Item 7	



PART II - REQUIREMENTS

Terms of Reference

1. BACKGROUND

1.1 Partner country and Authorities

The beneficiary country is the Hashemite Kingdom of Jordan acting through the Ministry of Planning and International Cooperation (MoPIC).

The Promoter is the Ministry of Water and Irrigation (MWI) acting through the Jordan Valley Authority (JVA), which will be the Client and Beneficiary.

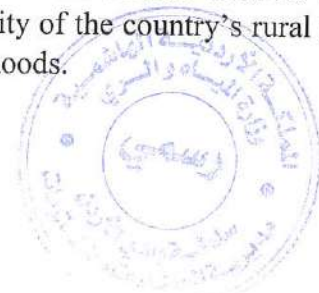
According to the Jordanian Department of Statistics, the Hashemite Kingdom of Jordan has a population of about 10.3 million as of December 2018. Jordan is currently hosting more than 1.3 million Syrians, including 654,000 registered refugees.

The Kingdom covers a land area of about 89 342 km² and is surrounded by the Dead Sea, the West Bank, Palestine and Israel in the West, Syria in the North, Iraq in the East, Saudi Arabia in the Southeast and the Red Sea in the Southwest.

Jordan can be divided into three main geographic and climatic areas, from West to East: the Jordan Valley, which spreads from the Jordan River through the Dead Sea to the Gulf of Aqaba in the Red Sea, the Mountain Heights Plateau and the eastern desert, or Badia region.

Jordan lies in the Mediterranean Sea Region, where the climate is arid and semi-arid with short rainy winters and long dry summers. Annual precipitation varies between 50 mm in the desert area and 600 mm in the north-west highlands. The per capita share of less than 100 cubic meters per capita per year from renewable water resources is not only far below the internationally identified water poverty line of 1,000 cubic meter per capita per year but also below the 500 cubic meter per capita per year threshold for severe water scarcity.

The 2006 Human Development Report classified Jordan as one of the ten most water scarce countries in the world. The Initial National Communication (INC) to the United Nations Framework Convention on Climate Change (UNFCCC) stated that over the next three decades, Jordan will witness a rise in temperature, drop in rainfall, a reduction in ground cover, reduced water availability, increased frequency of heat waves, and more frequent dust storms. Subsequently, Jordan's second (in 2009) and third (in 2014) National Communications to the UNFCCC identified the country's water resources as highly sensitive to climate change and hence a key priority area for both adaptation and mitigation measures. Agricultural production is closely tied to climate, making agriculture one of the most climate-sensitive of all economic sectors in Jordan. The climate risks to the agricultural sector are immediate and an important problem as the majority of the country's rural population depends either directly or indirectly on agriculture for their livelihoods.



1.2 Relevant sector background

The Ministry of Water and Irrigation (MWI) was established in 1988 with a by-law issued by the executive branch of the Government under the Jordanian Constitution. The establishment of MWI took place in response to Jordan's recognition of the need for a more integrated approach to national water management.

MWI is responsible for overall national leadership on policy, strategic direction and planning of the Jordanian water sector. Under By-law No. 14 of 2014, MWI assumes full responsibility for water and public sewage and all related projects in the Kingdom. MWI aims to upgrade, develop and regulate the water sector and enhance the quality of water services. It has a mandate to:

- Develop sectoral policies and strategies.
- Endorse plans and programs related to water resources protection.
- Implement international agreements.
- Develop laws, by-laws, regulations and normative and technical standards.
- Develop private sector partnerships.
- Supervise the implementation of strategic plans and programs.
- Follow-up on the performance of the water companies and utilities.

MWI reports to the Cabinet of Ministers. The Ministry of Water and Irrigation embraces the two most important entities dealing with water in Jordan as described below.

The Water Authority of Jordan (WAJ): is responsible for the operational management of the water sector, which includes bulk water supply and retail distribution where commercialization of distribution services has not occurred. WAJ is mandated for all operational functions of the water sector, including management of water and wastewater services; regulation of construction and quality of service provision projects, operations and maintenance; monitoring of all levels of sector services; and supervision of the water utilities and water companies. WAJ continues to manage all contracts with the water companies while WAJ, along with the Jordan Valley Authority recommends water service cost changes and capital projects, but the Cabinet has ultimate regulatory authority, especially for tariffs.

The Jordan Valley Authority (JVA): is responsible for the socioeconomic development of the Jordan Valley. JVA primarily manages bulk water supply for irrigation, domestic and industrial purposes and promotes land development in the Jordan Valley. Under its mandate, JVA is entrusted primarily with water resources development and management, water distribution, land reclamation and development, tourism development and environmental improvement and protection. JVA is also responsible for setting all necessary regulations to control the use of water in farm units, oversight of irrigation networks and agricultural roads networks, and implementation of master and detailed plans for lands outside the planning authority of municipalities. The JVA has organized Water Users Associations (WUA's) in Jordan Valley to encourage community and private sector participation in managing public resources and to provide services for its customers. JVA is financially and administratively independent, under the authority of MWI. The Minister of MWI appoints JVA's Secretary General, and the Chairman of its Board is the Minister of MWI. JVA's Board Members come from various ministries.

1.3 National Policies and strategies

Consultants and (sub-) consultants are required to comply with applicable labour laws and national and international standards of health and safety, including those contained in any relevant International Labour Organization (ILO) conventions and international standards and agreements on environmental protection. The Bank's (EIB), environmental and social policies are available on the Bank's website European Investment Bank Environmental and Social Standards (eib.org) .

1.4 Project funding

Source of Fund: The Promoter has applied for or received financing from the European Investment Bank (EIB) and the European Union's Neighbourhood Investment Platform (NIP) through KfW Development Bank.

1.5 Related programmes and other donor activities

A number of different initiatives supported by various donors are currently ongoing in Jordan in general and more specifically in the Jordan Valley, where the project is located.

The following relevant studies have been recently completed:

- KfW, Adaptation to Climate Change in the Water Sector (Jordan Valley), September 2018.
- USAID, Water Management Initiative (WMI), Determination of Water Losses in the KAC Conveyance System, October 2018.
- MWI, National Water Strategy 2016-2025 and related documents (https://www.mwi.gov.jo/EBV4.0/Root_Storage/AR/EB_Ticker/National_Water_Strategy_2023-2040_Summary-English_-ver2.pdf)
- JVA / Royal Haskoning DHV, National Master Plan for the Jordan River Valley, April 2015 (. https://ecopeaceme.org/wp-content/uploads/2022/03/Jordanian_National_Master_Plan-2019_05_06-06_06_03-UTC.pdf)

1.6 Related Contracts

The Client intends to let a contract (S2) for Project Implementation Support Services for which the specific objectives will be;

- To provide support to the Client in the various management aspects of the Works Contract and the contract for Contract Administration and Construction Supervision Services (CACS) for the Construction of Main Conveyor from Telal Al Thahab to the Downstream Location on King Abdullah Canal at Turnout 95 (hereinafter referred to as "the Contracts") and to assist the Client in carrying out its duties as Employer to the Works Contract, and as Client to the Service Contract.
- To support the Client to fulfil its responsibilities arising from the Project Implementation Agreement, respective Financing Agreements.

The scope of the Project Implementation Support Consultant (PISC) will comprise

- Project management support,
- Financial management support, and
- Contract and procurement management support.



2. OBJECTIVES

2.1 Overall objective

The objective of this assignment is to support the government in the improvement of the efficiency of the water resources in the Jordan Valley. The overall objectives of the proposed Project are:

- Support the Government of Jordan to achieve measurable improvement and greater sustainability of the water sector as set out in Jordan's National Water Strategy 2023-2040.
- Support the best management of the existing water resources.
- Support the national water sector reallocation policy, which gives priority to domestic needs.
- Reallocation of fresh water resources from agricultural use to domestic water supply.
- Improvement of efficiency of bulk irrigation water delivery.
- Increased security of water supply for agriculture through adaptation to the impacts of climate change.

2.2 Purpose/Specific objectives

The specific objective of the assignment is for the Consultant to assist the Client in the administration of the Works Contract (hereinafter referred to as "the Contract") with due diligence, to carry out the duties of the Engineer (as defined in FIDIC Conditions of Contract) assigned to him, to provide design review/consent of those parts of the Works which are to be designed by the Contractor and site supervision services in accordance with applicable construction legislation of the Hashemite Kingdom of Jordan .

The Consultant shall exercise the authority attributable to the Engineer, in accordance with FIDIC Conditions of Contract for Construction – Red Book, 2nd Edition 2017 prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils) or FIDIC and the provisions of this RFP, to ensure timely and satisfactory completion of the Works by the Contractor in accordance with the Works Contract.

The Works contract "*Construction of Main Conveyor from Telal Al Thahab to the Downstream Location on King Abdullah Canal at Turnout 95*" shall comprise, inter alia, the construction of the following structures:

- A diversion weir and an intake structure including flow controls, and bypass facilities, to be constructed on the Zarqa River, at Telal Al-Thahab, approximately 12 km downstream from King Talal Dam
- A water supply pipeline connection to the intake outlet, 1.8m diameter, approximately 500 m long, to convey the diverted water to the settling basin site.
- A settling basin to provide sedimentation of the large particles in the diverted water. The settling basin site includes inlet works, two settling basins (60m*25m*6.0m each), outlet and bypass structures, site works, site lighting, landscape, pavement works, mechanical screens, electromechanical components, and a monitoring and control system.
- A main pipeline conveyor which includes the supply and installation of approximately 39km of Ductile Iron pipes, ranging in diameter from 1400mm to 800mm, conveying water from the settling basin to Turnout 95. Along King Abdallah Canal South (KAC-S), the pipeline will be constructed within the Canal's western service road. The Works include all associated valves, chambers,

fittings, branches, connections, wadi crossings, scour protection, slope stabilization, and overcoming all other obstacles, crossings over services, etc, along the conveyor route.

- Nine steel utility bridges. Two bridges cross over Wadi Zarqa, along the section between Telal Al-Thahab and Abu Al-Zeghan; one crosses near an existing siphon; three crossing over side wadis; and three crossing over the KAC-S to the storage ponds.
- Three storage ponds, with a total storage volume of approximately 77,000 m³. Each storage pond site includes construction of a concrete lined pond and all the structural works of pond components (including inter alia, baffle walls, access ramps and inlet, outlet and flushing structures). In addition, the Works include the supply and installation of 1000mm and/or 800mm ductile iron supply pipes with all associated valves, fitting, screens, and a monitoring and control system.
- Miscellaneous works include construction of a service road, approximately 300 m long, including two new culverts, and approximately 570m of service road for the main conveyor, along Wadi Zarqa's eastern bank, near Abu Al-Zeghan, Control Room and Guard House at the Intake structure site, site lighting, landscape and pavement works.

The time for completion of the Works is 40 months and the Defects Notification Period shall be 12 months.

3. SCOPE OF SERVICES

The Services to be carried out by the Consultant shall entail provision of assistance to the Client in Contract Administration and Construction Supervision for the Works contract: Construction of Main Conveyor from Telal Al Thahab to the Downstream Location on King Abdullah Canal at Turnout 95.

3.1 Contract Administration and Construction Supervision

The Consultant shall perform the duties and, with the authority of the Engineer, act:

- proactively, where the initiative lies with the Engineer in administering the Contract and in addition providing all necessary warning and reminders to the Contractors and the Employer to ensure timely and smooth implementation of the project;
- reactively, in response to the Contractors' or the Employer's requests as well as the third parties requests related to the Contracts; and
- passively, in observing the requirements of the Contract.

Wherever appropriate, and not in conflict with the Works Contract, the Consultant shall exercise every reasonable care to protect the interests of the Employer and take into account the Employer's responsibilities under the project financing agreements, including safety and environmental considerations.

The Works Contract contains the following provisions with respect to the Engineer's authority;

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of Works Contract Conditions:

- (a) Sub-Clause 5.1: Giving consent to a Subcontractor who is not named in the Contract;
- (b) Sub-Clause 8.9: Instructing the Contractor to suspend progress of part or all of the Works;
- (c) Sub-Clause 13.1: Instructing a Variation which is expected to increase the Contract Price or Time for Completion or in any substantial way change the scope, character, or quality of the Works.

Notwithstanding the obligation, as set out above, to obtain consent, if in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall then proceed under Sub- Clause 3.7 [Agreement or Determination] to agree or determine:

- (i) EOT, if any; and/or
- (ii) the adjustments to the Contract Price.

In addition to the duties of the FIDIC Engineer, the Consultant shall also perform the duties required of the Supervising Engineer under the relevant Jordanian Law.

The Consultant shall ensure that the Contractor has secured all relevant permits necessary to start Works, or specific works process, and that the Contractors comply with all relevant Health and Safety and Environmental regulations during the Works.

The Consultant shall confirm that Plant and Materials are obtained from eligible sources as applicable under the Works Contract and EIB's Guide to Procurement.

The duties and responsibilities of the Consultant during the various periods of the assignment include, but are not limited to, the following:

3.1.1. Services during Construction Period and Tests on Completion

During this period the Consultant shall exercise the authority attributable to the Engineer, in accordance with *FIDIC Conditions of Contract for Construction – Red Book, 2nd Edition 2017* for Works contract. In addition, the Consultant shall also perform the duties related to Site supervision mandatory under the relevant Jordanian Law

This period is devoted to the review and consent of those parts of the Works which are to be designed by the Contractor, supervision of construction and tests on completion works in compliance with the Contract, and to direct and monitor all necessary or requested changes to the scope of work during construction as the case may be. The duties of the Consultant would include, but are not limited to:

- Preparation of a planning matrix, coordination and liaising with the Employer, Contractor, and other relevant stakeholders;
- Advise to the Employer in approving Contractor's insurance policies and guarantees.
- Administration of the Works Contract, including continuous control of time and cost schedules, monitoring and acceptance of, organisation of weekly progress meetings attended by the Employer, Contractor, and Consultant;
- Arrange for review of the part of designs to be prepared by the works Contractor, in accordance with the Jordanian Law;
- Deployment of supervision site staff for the day-to-day-inspection of construction works, monitoring the execution and quality of work for compliance with the Contract Specifications, as well as Employer's Requirements, as applicable;
- Carry out the supervision of construction in accordance with the current Jordanian Law. The Consultant shall fulfil all legal requirements which are required in order to perform site supervision according to the Law on Construction and related bylaws.
- Approve a construction diary, maintained and counter-signed by the Contractor

- Attendance at periodic Site meetings and monthly progress meetings.
- Initiate and supervise the tests defined in the Contract and issue the Taking-Over Certificate and the Performance Certificate based on the Conditions of Contract and following the national regulations of Hashemite Kingdom of Jordan ;

3.1.2. Services during Defects Notification Period (DNP)

The Consultant shall assist the Employer during the Defects Notification Period according to the Conditions of Contract, securing all post-construction activities up to the final acceptance of Works and services at the end of the Defects Notification Period, by issuing the Performance Certificate. The duties of the Consultant shall include without being limited to:

- Supervision of completion of snag list;
- Supervision of defects remediation and replacement of spare parts;
- Assistance during Contractor's activities related to the Supervisory assistance during DNP;
- Final testing and inspection;
- Verification of project results;
- Finalisation of schedules;
- Issue of the Performance Certificate;
- Checking Contractors' final statements and issuing Final Payment Certificate;
- Preparation of the Final Project Reports.

4. PROFILE OF THE CONSULTANT

The Consultant shall be the Engineer to the Works Contract, and shall appoint a senior member of its staff to represent it as its signatory and to act in the role of Project Director (Key Expert 4). In addition to his or her role as the Engineer, the Project Director shall have sufficient authority to sign the contract, commit the necessary resources, and to take overall responsibility for the performance of the consultancy team.

The Consultant shall employ suitably qualified engineers and other professionals who shall be competent to carry out any/or all of the duties in accordance with responsibilities and/or authorities that may be specified in or necessarily implied of the Contract and from their specific roles. The Consultant shall arrange for an appropriate head office back-stopping support. All Experts must be independent and free from conflicts of interest in the responsibilities they take on.

All experts who have a crucial role in implementing the contract are referred to as Key Experts.

The Key Experts 1, 2, and 3 shall be appointed by the Engineer (Key Expert 4) as assistants, within the meaning of Clause 3.4 of the *FIDIC Conditions of Contract for Construction – Red Book, 2nd Edition 2017*, who shall delegate authority to them, as he sees fit. The appointment of other assistants, with delegated, authority, is entirely a matter for the Consultant. Key Experts 1, 2, and 3 are expected to be at the respective Sites as dictated by the requirements of the Works Contract, and will optimize their inputs during periods of lower site activity. They shall not be absent from the site for more than 25% of their working time.

The following Key Experts are required:

Key Expert 1: Team Leader / Resident Engineer (minimum of 792 working days)

Qualification and skills:

- University degree in engineering
- Fluent spoken and written English.

General professional experience:

- Minimum 10 years of project management experience related to contract administration/supervision of contracts .
- Minimum 5 years of international working experience (outside country of origin) related to contract administration/supervision .
- Experience in the MENA region will be considered an advantage.

Specific professional experience:

- Previous experience as Team Leader / Resident Engineer for the contract administration/construction supervision of:
 - (i) Minimum one individual works contract, which included the construction of water transmission pipelines at least 20km in length and pipe diameters of at least 600mm. The contract must have been completed within a 15 year period prior to the deadline for submission of the Proposal.
 - (ii) Minimum one individual works contract, which included the construction of riverine structures such as intakes, dams, bridges with foundations within the bed, weirs, embankments, bed regulation and the like. The value of each contract brought as a reference shall be at least 500,000 EUR. The contract must have been completed within a 15 year period prior to the deadline for submission of the tender.
 - (iii) Minimum two works contracts, each with a value greater than Eur 10 million under the FIDIC Red Book 1st Edition (1999), FIDIC Red Book 2nd Edition (2017), FIDIC Yellow Book 1st Edition (1999), FIDIC Yellow Book 2nd Edition (2017), or FIDIC Design, Build and Operate Contract - Gold Book (2008).

Key Expert 2: Deputy Team Leader / Site Supervisor for Pipelines (minimum of 781 working days)

Qualification and skills:

- University degree in engineering
- Fluent spoken and written English.
- Working knowledge of Arabic will be considered an advantage

General professional experience:

- Minimum 10 years of project management experience related to contract administration/supervision of contracts in the water/wastewater sector
- Experience in the MENA region will be considered an advantage.

Specific professional experience:

- Previous experience in the supervision of:
 - (i) Minimum of 1 works contract including the construction of water transmission pipelines at least 20km in length and pipe diameters of at least 600mm. The contract must have been completed within a 15 year period prior to the deadline for submission of the Proposal.



- (ii) Minimum 1 works contract with a value greater than Eur 10 million under the FIDIC Red Book 1st Edition (1999), FIDIC Red Book 2nd Edition (2017), FIDIC Yellow Book 1st Edition (1999), FIDIC Yellow Book 2nd Edition (2017), FIDIC EPC Contract Silver Book (1999) or FIDIC Design, Build and Operate Contract - Gold Book (2008).

Key Expert 3: Deputy Team Leader / Site Supervisor for Intake works, micro tunnelling, storage ponds and sedimentation ponds (minimum of 781 working days)

Qualification and skills:

- University degree in engineering
- Fluent spoken and written English.
- Working knowledge of Arabic will be considered an advantage

General professional experience:

- Minimum 10 years of project management experience related to contract administration/supervision of contracts in the water/wastewater sector
- Experience in the MENA region will be considered an advantage.

Specific professional experience:

- Previous experience in the supervision of:
 - (i) Minimum of 1 works contract, which included the construction of riverine structures such as intakes, dams, bridges with foundations within the bed, weirs, embankments, bed regulation and the like. The value of each contract brought as a reference shall be at least 500,000 EUR. The contract must have been completed within a 15 years period prior to the deadline for submission of the Proposal.
 - (ii) Minimum 1 works contract with a value greater than Eur 10 million under the FIDIC Red Book 1st Edition (1999), FIDIC Red Book 2nd Edition (2017), FIDIC Yellow Book 1st Edition (1999), FIDIC Yellow Book 2nd Edition (2017), FIDIC EPC Contract Silver Book (1999) or FIDIC Design, Build and Operate Contract - Gold Book (2008).

Key Expert 4: Project Director / FIDIC Engineer (minimum of 341 working days)

Key Expert 4 shall represent the Consultant in its role as Engineer to the works Contract. He or she shall formally appoint assistants, delegate authority to them to act under the respective Contract, and shall communicate such appointments and delegation to the Employer and Contractor. He or she shall not delegate the authority determine any matter under Sub-clause 3.7 or to issue a Notice to Correct, under Sub-clause 15.1 of the Contract.

Qualification and skills:

- University degree in engineering
- Comprehensive understanding of FIDIC Conditions of Contract (evidence of training accredited by FIDIC will be considered an advantage)
- Fluent spoken and written English.
- Permanent employee of the Consultant, having been employed with one of the members of the JVCA for at least 5 years

General professional experience:

- Minimum of 20 years of professional experience
- Minimum 10 years of international working experience (outside country of origin) related to infrastructure projects governed by FIDIC Conditions of Contract

- Proven experience of working in countries in the MENA region will be considered an advantage;

Specific professional experience:

- Previous experience as the FIDIC Engineer on at least 2 individual contracts, each with a value greater than Eur 15 million.

Non-key Experts (estimated 7728 working days)

The Consultant shall assess the final staffing requirements according to his proposed work programme and time schedule, local conditions, project requirements and other relevant conditions, in order to provide quality services and performance. The Consultant shall select and hire non-key Experts as required for the successful implementation of the project.

CVs for non-key Experts should not be submitted in the Proposal, but the Consultant will have to demonstrate in their offer that they have access to engineers and other Experts with the required profiles.

Each non-key Expert proposed by the Consultant shall be appropriately qualified and experienced, shall have a university degree in a field related to the tasks to be undertaken, proficiency in oral and written English language a minimum of 10 years of relevant working experience in tasks similar to the tasks to be provided, including a minimum of 2 assignments of similar nature.

The expected expertise of the non-key Experts shall be in the following areas, but not limited to:

- Civil-hydraulic supervision engineers (including experience with large water transmission pipelines)
- Civil-hydraulic supervision engineers (including experience with river water intakes)
- Civil-structural supervision engineers
- Micro tunnelling civil engineer
- Mechanical engineers
- Electrical engineers
- Instrumentation, Control & Automation experts
- Adequate number of site inspectors supporting the supervision engineers
- Quantity surveyors
- Geotechnical and hydro-geological experts
- Topographic surveyors
- GIS Expert
- Environmental and social experts
- Health and safety specialists
- Financial Experts
- Economists
- Claims experts
- Translators



If a Consultant's Key Expert has to be replaced, the replacement shall have at least the same qualifications and experience as the member to be replaced. Any replacement of Key Experts shall be subject to approval by the Client.

5. IMPLEMENTATION ARRANGEMENTS AND DELIVERABLES

5.1 Logistics and Timing

The Consultant shall perform all services in close co-operation with the JVA, acting as Employer to Works contract, and acting as the Client for this service contract.

The Consultant shall be continuously present in Amman throughout the duration of the assignment. It is up to the Consultant to present in his technical offer a coherent organizational set-up for implementation of his activities.

An adequately furnished office and associated running costs and equipment for the Consultant will be provided at the site/sites, by works Contractor.

The home office of the Consultant shall maintain continuous back-stopping support to the team in Jordan.

The Consultant is expected to attend meetings with the Promoter, Employer/Client, and other relevant institutions in Jordan, as required for the successful completion of his activities.

The Consultant shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable Experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

The Consultant is required to:

- Arrange and finance by his own means accommodation, allowances, international travels, local travels/transport, and insurances for all staff.
- Arrange and finance by his own means all other services, documentation, logistical support, etc. deemed necessary for the successful completion of services,
- Arrange and finance by his own means all costs related to oral translation as necessary, and translation of any deliverables into Arabic and English language.

The duration of the contract services is estimated to last up to 54 months (including closure of the service contract). The Services shall be scheduled in accordance with the time schedule of the Works contract.

5.2 Incidental Expenditure

The Provision for incidental expenditure covers the ancillary and exceptional eligible expenditure incurred under this Contract. It cannot be used for costs which should be covered by the Consultant as part of its fees, as defined above. It covers, subject always to prior approval of the Client:

- Expenditure for training events and workshops such as; translation, interpretation, preparation and printing of materials
- Visibility actions (including public relations activities, visibility material, translation and others).

The provision for incidental expenditure for this contract is EUR 80.000. This amount shall be included without modification in the Summary of the Financial Proposal (Form FIN-3).

5.3 Deliverables

All reports and data such as maps, diagrams, drawings, specifications, plans, etc., prepared by the Consultant during the course of the contract are the property of the Client. All deliverables provided electronically, shall be made available in open, editable format (MS Office, AutoCAD, etc).

All reports to be prepared should take into account the principles laid down in the Communications and Visibility guidelines, which will be provided to the Consultant by the Client.

No major report or document shall be published or distributed by the Consultant to third parties without the prior approval of the Client. Copyright on all reports and other material prepared under this contract shall remain with the Client.

Inception Report

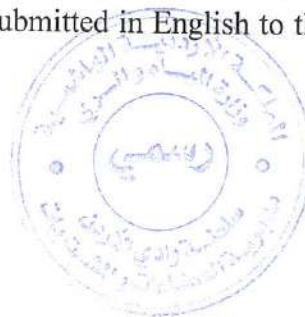
The Consultant shall produce an Inception Report within six weeks of project commencement which will confirm the mobilisation of the team and arrangements of its establishment in Amman, confirm the mobilisation of staff involved and provide any required updates to profiles of staff. The report will describe the key findings of the review of the existing situation, and key issues raised and conclusions reached. The Consultant shall recommend any required changes to the scope of work, methodology, and schedule of tasks to meet the specific objectives of the project, and in particular shall, if appropriate, propose a revised schedule of activities and of key dates.

Any changes to the schedule and of key dates must be agreed with the JVA. The Consultant shall arrange a meeting to be held within two weeks of the delivery of the Inception Report to discuss the recommendations of the Report.

Monthly Reports

Monthly Reports shall be provided for the Works Contract. Monthly reports with a brief summary of the main activities and events during the previous month shall focus on main contractual details, progress achieved during the reporting period, detailing any delays and acceleration measures, cumulative progress achieved, progress planned for the next reporting period, any problems encountered and proposed solutions, List of variations, claims, payments (IPC progress), and photos.

Monthly reports shall be submitted not later than 7 days after the beginning of each month. Such reports should be limited to 10 pages and shall be submitted in English to the Employer, both as digital and hardcopy versions (3 copies).



Quarterly Reports

Separate Quarterly Reports shall be provided for Works Contract. The detailed Quarterly Reports are comprehensive reports on the progress of the works, including lists of Consultant's staff deployed in the previous quarter and envisaged to be used in the next quarter. The report shall be geared to compare the actual technical progress and relate it to the schedules. In case of deviations the Consultant will give respective explanations and inform about remedies. The Quarterly Project Reports shall further give evidence of difficulties that arose in the reporting period and the solutions found. The reports shall not be retrospective only but anticipate possible problems and contain all circumstances that might jeopardize the future achievement of the project overall objectives or the progress of its implementation. It shall include detailed suggestions for measures to be undertaken by the Consultant, the Employer, or other stakeholders for rectification.

The Quarterly Reports shall comprise up to 15 pages including the executive summary, plus annexes, and shall be submitted two weeks after the end of the respective reporting period. A template for reporting (list of content and sample tables) shall be prepared by the Consultant and agreed with the Employer.

Quarterly Reports shall be submitted in English to the Employer, both as digital and hardcopy versions (3 copies).

Ad-hoc Technical Reports

Ad-hoc reports related to factual aspects of Works Contractors' claims, variation orders or any other conditions of the Works may be requested by the Employer. Such reports should be submitted in English to the Employer at latest 10 days upon request, both as digital and hardcopy versions (3 copies).

Taking-Over Report

A Taking-Over Report shall be provided for the Works Contract. The Taking-Over Report shall be prepared after issuing the respective Taking-Over Certificate. It shall particularly report on the defects found during the tests for the Taking-Over Certificates and to be remediated within the Defects Notification Periods (DNP). The report should include, at a minimum:

- Short description of achievements including problems encountered and recommendations;
- Copy of the Taking-over-Certificate;
- List of outstanding works
- Complete analysis of the costs of the completed Works;
- Overview of the actual progress of the Works, including details of reasons for delays and/or extensions of time;
- Commissioning reports for the various civil, mechanical and electrical components of the Works;
- Details of all permits required for the construction of Works;
- Overview of site safety procedures, any problems in this respect and recommendations for improvements;
- Overview of the Contractor's working practices and resources;
- Assessment of the quality of materials and workmanship, any problems in this regard and recommendations for improvement;
- Details of technical difficulties encountered and how these were resolved;
- Details of administrative difficulties encountered and how these were overcome, and

- an appraisal of the strengths and weaknesses of the design of the works and the Contract Documents, including the design details and drawings, bills of quantities, general and particular specifications and the Conditions of Particular Application, with recommendations on how improvements can be made for future contracts.

The Taking-Over Report should be submitted in English to the Employer at latest 1 month after Taking-Over, both as digital and hardcopy versions (3 copies).

Final Report

A Final Works Report shall be provided for the Works Contract. The Works Final Report shall be prepared at the time of the final completion of the works, after the Performance Certificate is issued. This report will review the course of the Contract and focus on the Taking-Over of the Works, tests on completion, commissioning procedures, tests after completion, problems and their solution during the DNP, spare part situation, performance and Performance Certificates, final payments, guarantees, retention money, warranty periods of installed equipment, outstanding Contractors' and Employers' claims, recommendation for future operation including spare parts management, etc.

It will also contain the as-built drawings (executed by the Contractor under the Consultant's supervision) and a comparison of costs: estimated vs. contracted vs. final, with reasons and justification of any major differences.

The Final Report shall be submitted in English to the Employer no later than 1 month after issuance of the respective Performance Certificate, both as digital and hardcopy versions (3 copies).

Technical Assistance Completion Report

For the overall services subject to these ToR, a Technical Assistance Completion Report shall be prepared and submitted to the Employer at latest 1 month after approval of the Final Report.

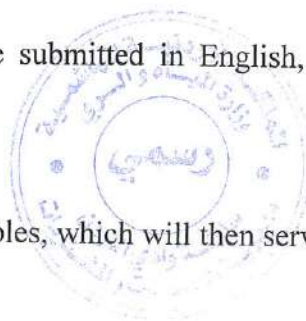
The Technical Assistance Completion Report shall include, *inter alia*:

- Assessment of overall status of the project, including a critical study of any major problems which may have arisen during the respective works contract and TA activities;
- Description of the status and results for the assistance given to the Client;
- Any recommendations the Consultant wishes to make in view of improving the planning and implementation of future similar activities.

The Technical Assistance Completion Report shall be submitted in English, both as digital and hardcopy versions (3 copies).

Approval of deliverables

The Client will be responsible for approving all deliverables, which will then serve as a basis for interim and final payments, as defined in the contract.



ANNEX to TOR - BACKGROUND INFORMATION

1. PROJECT DESCRIPTION

1.1 Geographical area to be covered

Jordan River Valley

The Jordan River Valley forms part of the larger Jordan Rift Valley (known in Arabic as "The Ghor"). The Jordan Rift Valley extends from the Yarmouk River in the north to the Gulf of Aqaba in the South for about 360 km, with an average width of 10 km. The elevation of the valley floor varies from -212m south of Lake Tiberias to -415m at the Dead Sea, and it rises to +250 m in central Wadi Araba.

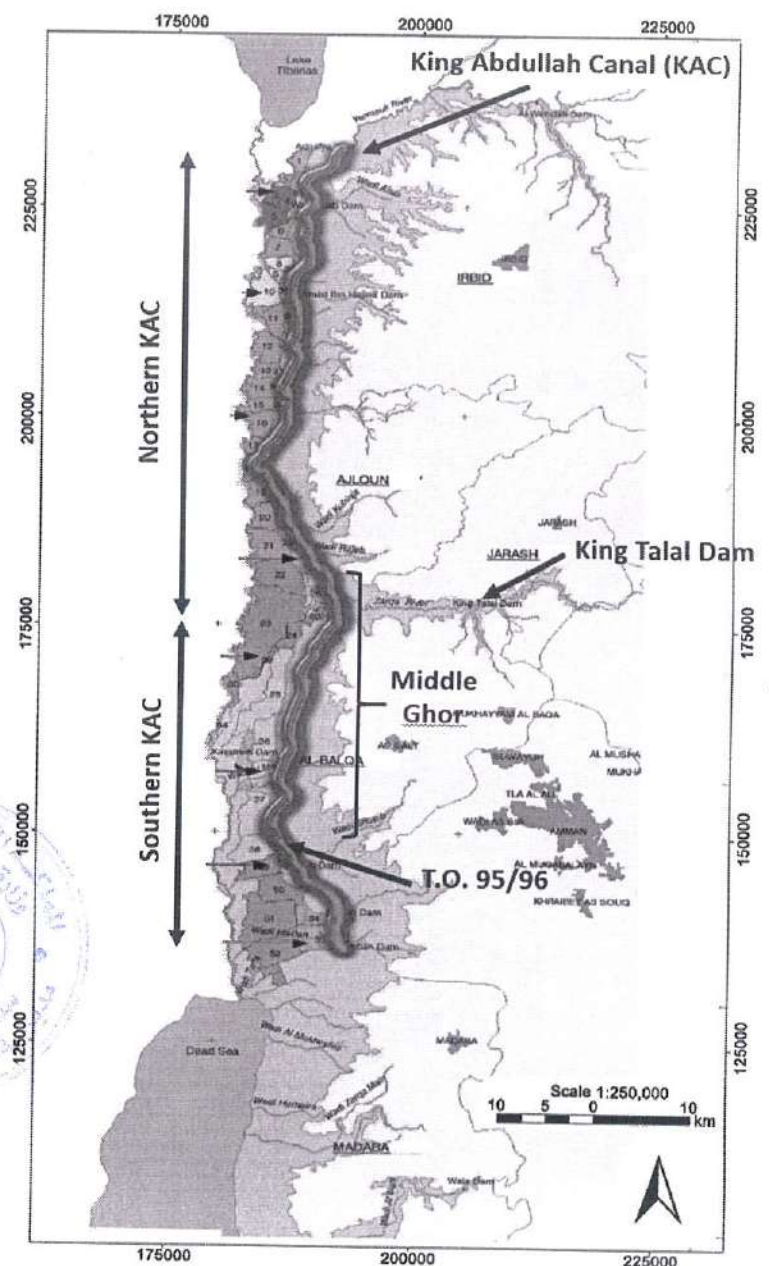
King Abdullah Canal

Irrigation water in the Jordan Valley is supplied via the King Abdallah Canal (KAC), a 110km long concrete lined open canal that runs parallel to the east bank of the Jordan River. The KAC is divided into two main sections as follows:

1. The Northern KAC-N is 65km long and is fed with fresh water from the Yarmouk River and the Al-Mukhaibeh wells. Water conveyed by the Northern KAC is used for irrigation purposes in addition to conveying a portion of drinking water to the capital city of Amman and the city of Irbid.
2. The Southern KAC-S is 45km long and also conveys water from the same sources as the Northern KAC, but supplemented with treated wastewater from Amman, i.e. blended water that is only used for irrigation.

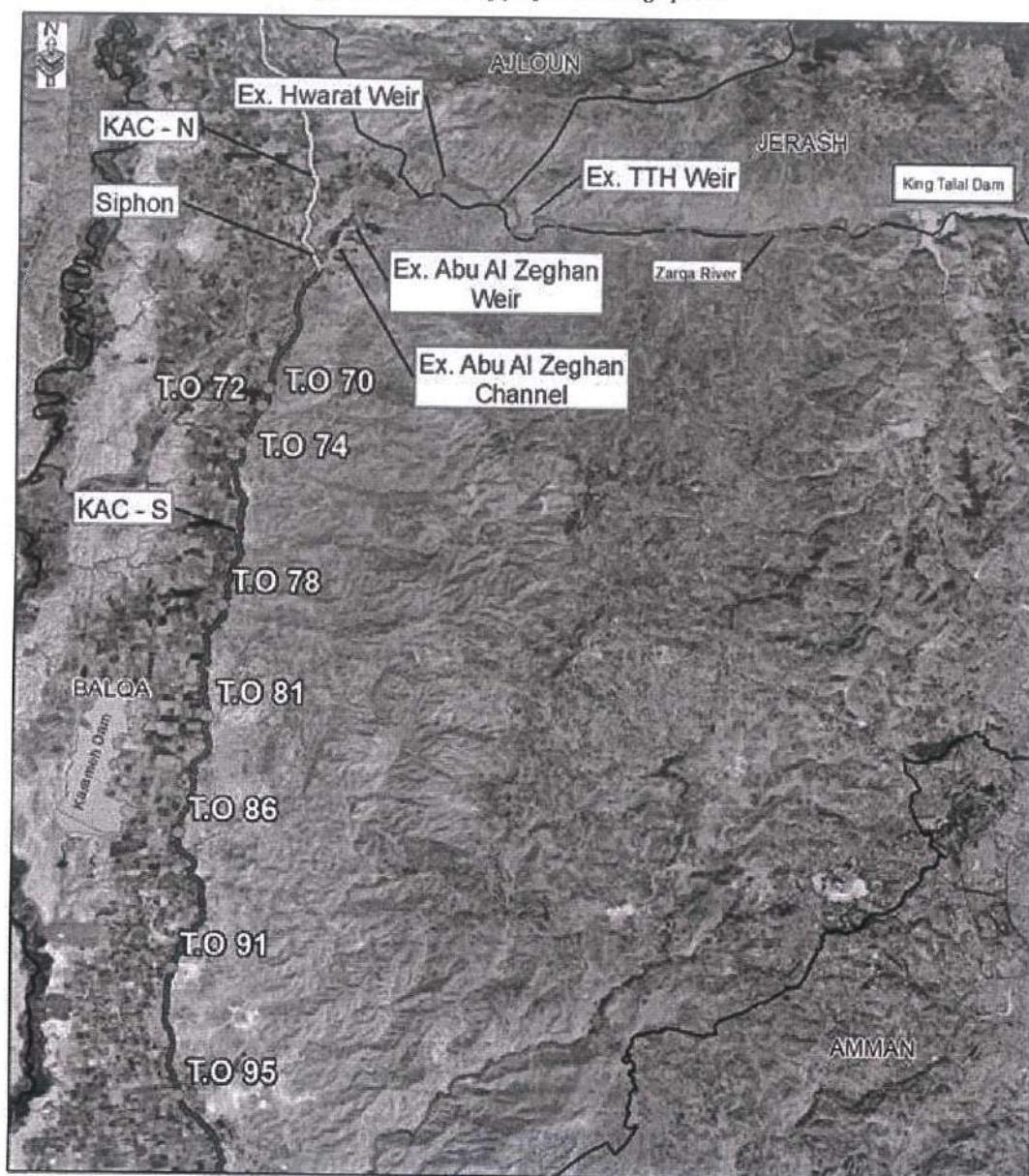
The KAC has a Supervisory Control and Data Acquisition (SCADA) system installed to monitor and control canal levels, storages, inflows and outflows. The SCADA system enables centralized operation, but also has issues with several inoperable sensors and significant measurement uncertainties. Reliable estimates of quantities and extent of losses from the KAC are important to avoid unnecessary losses and to recommend areas for refurbishment or reinforcement. Illegal and unmonitored abstractions from the KAC are important components of the losses that may count for a

Figure 1: Location of the King Abdullah Canal and the project area



high percentage of the physical losses. The total water losses for the Southern KAC are estimated to be 38.1% of the maximum flow, by proportion 14.5% being leakage, 23.0% being unmetered and illegal uses, and 0.6% being evaporation.

Figure 2: Location of project discharge points



1.2 Project Scope

The project concerns the construction of a closed water conveyer (pipeline) to deliver blended water from Telal El Thahab weir (TTH Weir), 12.5km downstream of King Talal Dam, to turn out T.O 95/96 of the Southern King Abdullah Canal (KAC-S) including intermediate offtakes. This pipeline, with an estimated length of 39km, will replace (either fully or partially) a section of the Southern KAC, the main water carrier of irrigation water to farms in the middle Ghor area via the existing turnouts (T.O70 to T.O95), with the aim of reducing the water losses associated with the canal.

It is anticipated that the construction of a closed system will reduce losses through illegal and unmonitored abstractions from the KAC as well as losses through seepage and evaporation. These savings would then permit the reallocation of fresh water flowing in the north section of the KAC to

domestic water uses in urban centers such as Amman and Irbid. It is noted that the purpose of the project is not to increase the irrigated areas but to free up fresh water resources from the Northern KAC currently used for irrigation whilst maintaining the current level of irrigation water supply.

1.3 Project Stakeholders

The main stakeholders of the Project are MWI and JVA, with JVA being the entity responsible for the implementation of the project.

Other stakeholders include but are not limited to the following:

- Water Authority Jordan (WAJ).
- Ministry of Environment (MoE).
- Ministry of Agriculture (MoA).
- Water Users Associations (WUAs).
- Ministry of Planning and International Cooperation (MOPIC).

1.4 Target groups

The ultimate beneficiaries of the Project will be the local population, in particular farmers, that will benefit from improved water supply for irrigation, as well as the population from the urban areas that will benefit from extra resources of potable water made available (as less fresh water will be pumped for agricultural purposes).

2. ESIA and ESMP

The EIB aims to add value by enhancing the environmental and social sustainability of all the projects that it is financing and as such all projects must comply with the environmental and social requirements of the Bank. The promoters are responsible for preparing, implementing and operating projects financed by the Bank and for the fulfilment of Bank environmental and social requirements.

In their procurement activities, promoters are encouraged to contribute to the protection of the environment, human well-being, human rights, gender equality, combating climate change and promotion of sustainable development, whilst ensuring that they comply with the core policy principles as set in this Guide. Tenderers and (sub-) consultants are required to comply with applicable labour laws and national and international standards of health and safety, including those contained in any relevant International Labour Organization (ILO) conventions and international standards and agreements on environmental protection. The Bank's environmental and social policies are available on the Bank's website. (<https://www.eib.org/en/publications/eib-environmental-and-social-standards>)

The Contractor will be required to comply with the actions set out in the project ESMP.



PART III - Conditions of Contract and Contract Forms

Standard Form of Contract – General Conditions

The Contract Conditions include General Conditions which shall be those forming “General Conditions” Section of the **“Client/Consultant Model Services Agreement”, Fifth Edition 2017** published by International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils* – FIDIC), and the subsequent Particular Conditions Section which includes changes and amendments to the “General Conditions” Section.

The General Conditions are not presented herein as a part of these tender documents and it is expected that all tenderers shall have them at their own disposal or purchase these documents directly from FIDIC. In any case, the tenderer shall review these General Conditions by himself.

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003
And the FIDIC official web site
WWW.FIDIC.ORG



Contract Agreement and Particular Conditions with Appendices

Form of Agreement

Between : “**Ministry of Water and Irrigation Jordan Valley Authority (JVA)**”

Street Address:

Salem Al Hendawi Street, Building No. 45 – Shmeisani,

PO. Box: 2769

Amman 11181, Jordan

(hereinafter called “the Client”)

And: [Name of Consultant] _____

Of: [Address of Consultant] _____

(hereinafter called “the Consultant”)

WHEREAS:

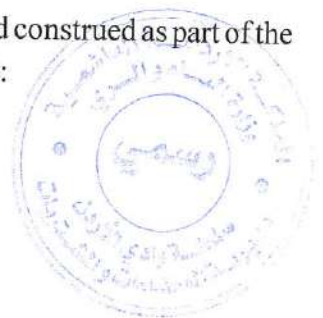
The Client desires that certain Services should be performed by the Consultant, namely:

**Contract Administration and Construction Supervision of Jordan Valley Water Efficiency Project:
Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at
Turnout 95.**

and has accepted an offer/proposal by the Consultant for the performance of such Services.

THE CLIENT AND THE CONSULTANT AGREE AS FOLLOWS:

- 1 In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the General Conditions of the Client/Consultant Model Services Agreement.
- 2 The following documents shall be deemed to form and be read and construed as part of the Agreement and shall be given the order of precedence as below:
 - (a) This Form of Agreement;
 - (b) The Client/Consultant Model Services Agreement;
 - i. Particular Conditions;
 - ii. General Conditions;
 - (c) Appendices 1 to 5;
 - (d) Any letter of acceptance by the Client incorporated into the Agreement under Sub-Clause 1.1.1; and
 - (e) Any letter of offer/proposal by the Consultant incorporated into the Agreement under Sub-Clause 1.1.1.
 - (f) Records of the Contract Clarifications



- 3 In consideration of the payments to be made by the Client to the Consultant under the Agreement, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
- 4 The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

AUTHORISED SIGNATURE(S) OF CLIENT:

On behalf of the Ministry of Water and Irrigation Jordan Valley Authority (JVA)

Signature _____ Name _____
Position _____ Date _____

AUTHORISED SIGNATURE(S) OF CONSULTANT:

Signature _____ Name _____
Position _____ Date _____



3.2.1 Particular Conditions

Part A. References from Clauses in the General Conditions

1.1 Definitions

1.1.4	Client's Representative	To be confirmed
1.1.5	Commencement Date	[Number of days] days after Effective Date _____
1.1.8	Consultant's Representative	[Name of Representative] _____
1.1.9	Country	Hashemite Kingdom of Jordan
1.1.22	Project	Contract Administration and Construction Supervision of Jordan Valley Water Efficiency Project: Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at Turnout 95
1.1.24	Time for Completion	54 months

1.3 Notices and other Communications

1.3.1(c)	Communication	[System of electronic communication accepted]
1.3.1(d)	Address for communications	
	Client's address:	[Address] _____

Email: (only when e-mail is accepted as a valid system for electronic communications)

[Email] _____

Facsimile number:

[Number] _____

Consultant's address:

[Address] _____

Email: (only when e-mail is accepted as a valid system for electronic communications)

[Email] _____

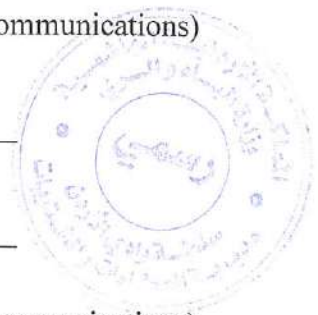
Facsimile number:

[Number] _____

1.4 Law and Language

1.4.1	Law governing Agreement	The Law of the Hashemite Kingdom of Jordan
1.4.2	Ruling language of Agreement	English
1.4.3	Language for communications	English

1.8 Confidentiality



1.8.3 Period for expiry of confidentiality [Years if different than Two] _____

1.9 Publication

1.9.1 Publication restrictions [State restrictions on publication, if any]

3.9 Construction Administration Included in Services

7.4 Third Party Charges on Consultant Exemption does not Apply

8.2 Duration of Liability

8.2.1 Period of Liability Two (2) years

8.3 Limit of Liability

8.3.1 Limit of Liability Equal to the Contract value

9 Insurance

9.1.1 Insurances to be taken out by Consultant

Professional Indemnity Insurance equal to the contract value

Public Liability Insurance equal to the contract value

10 Disputes and Arbitration

10.4.1 Arbitration rules International Chamber of Commerce

10.4.2 Appointing authority for Adjudicator President of FIDIC (International Federation of Consulting Engineers), or their nominated representative

10.4.3 Language of arbitration English



Part B Additional or Amended Clauses

The parties are to include in this section any variations, omissions and/or additions to the General Conditions.



APPENDICES

These Appendices form part of the Agreement.

1 Scope of Services

The main objective of the assignment is for the Consultant to assist the Employer in the administration of the work contract (hereinafter referred to as "the Contract") with due diligence, to carry out the duties of the Engineer (as defined in FIDIC Conditions of Contract) assigned to him, to provide design review/consent of those parts of the Works which are to be designed by the Contractor and site supervision services in accordance with applicable construction legislation of the Hashemite Kingdom of Jordan .

The detailed description of the Scope of the Services is in Terms of Reference of the Request for Proposal, that is part of this Agreement.

2 Personnel, Equipment, Facilities and Services of Others to be Provided by the Client

The Client shall provide, through the respective works contract the following equipment, tools and facilities for the use of the Engineer during the whole duration of its services.

- A. The supervision site office (prefab or rented) with a minimum area of 180 m².
- B. Fully furnished site offices shall include: one room for project manager (5x5)m² with private toilet (2x3)m², (3) rooms each (4x4)m², a conference room (6x5)m², secretary room (3x4)m², entrance (8m²), (2) toilet rooms (2x3)m² and a kitchen (3x3)m².
- C. Air-conditioning (for both cooling and heating) for all offices and kitchen.
- D. The Contractor shall provide bottled drinking water.
- E. The Contractor shall also provide secure locks for the doors and windows (with fly steel mesh) with security bars for windows and complete custodial services.
- F. Office boy for maintenance and daily cleaning.
- G. All utilities (water, electricity, sewers, telephone, and internet lines), including maintenance.
- H. All costs for electricity, general consumables and other services shall be borne by the Contractor.
- I. Complete custodial services.
- J. The Contractor shall provide, at his own expense, and according to the Engineer's instructions and approval, a mobile caravan of area not less than (50) square meters, including two offices and one toilet, for the use of foremen and surveyors, the Contractor shall equipped the caravan with required furniture, air conditioning, consumables and all other required services.
- K. The meeting room shall be fully furnished and equipped with (data show, screens, speakers, microphone, etc.)

The Contractor shall furnish, install and maintain the following minimum new furniture and equipment in the facilities:

No.	Description	Quantity
1	Laptop Computers: Latest Technology with minimum of: Core i7, 8MB Cache Min 8 GB RAM 1 Terra hard disk I/O ports: RJ 45 network Dedicated graphic card with 2 GB RAM	6 for the Engineer staff and 1 for the Employer's representative
2	PC Computer, Specification of the computers shall be in line with the IT policy of Jordan Valley Authority and shall be of the latest model available in the market supported by local area network and internet connections and as directed by the Engineer. PC shall be of Latest Technology with minimum of: - Min Core i5, - Min 4 MB cache, - Min 8 GB Ram, - Min 500 GB hard disk - LCD 19" monitor - PC VGA card should be dedicated with minimum 1 GB - Dust cover for the computer, monitor and Keyboard	2 for the Engineer staff
3	Computer Software's: The following standalone licensed software's of the latest version, to be installed in the laptops and computers of items 1 and 2 above including maintenance and updates of the computers and software for the duration of the project. The system provided should be identical to the system the Contractor will use. All data files shall become the property of the Employer. - Windows 10 - Microsoft Office, version 2013 or higher - AutoCAD. - Primavera Software - Anti-Viruses software programme - PDF Professional Valid standalone computer licensed software's	8 of each of the listed software's for each of the above listed laptops and PCs. (expect Primavera Software 2 licensed only)
4	Multifunction coloured Printer Copier, printer, scanner A4 Paper size Duplex printing Networkable Multimedia type (paper, envelopes, etc.) Compatible with Windows (32 bit/64 bit) XP, Windows 7 or later version.	1
5	Laser jet printer A4/A3 colour Networkable Minimum 225 MB memory Printing speed Black and colour min 28 ppm Up to 600x600 dpi Compatible with Windows (32 bit/64 bit) XP, Windows 7 or later version.	1 for the use of the Engineer staff and 1 for the Employer's representative
6	One single user internet connection	for each user of the Engineer staff and Employer's representative, and as required by the Engineer
7	Digital Camera: (latest model) - Chargeable. - Minimum 12 MP. - 3 optical zooms. - Memory 1 GB.	1
8	Wooden desk (90cm x 160cm) with two locking drawers (two keys for each) and chair with rollers	2 set (1 for the PM and 1 for the

		Employer's representative)
9	Same as (1) above but L-shape wooden desk	8 sets
10	Chair, with arm resets (revolving)	10
11	Chair, without arms	10
12	Meeting room table (5.0m x 1.5m) with 12 chairs	1 set
13	Office table standard size with special design in size and shape subjected to the approval of the Engineer	8
14	Bulletin board 1200 x 2000 mm	7
15	Wall boards 250x150 cm	7
16	Scientific calculators	7
17	Kitchen equipment including gas cooker, electric kettle, kitchen ware, drinking water dispenser, crockery and cutlery and coffee maker, tea, sugar and related supply.	As needed and requested by the Engineer and at any time
	Fridge (400 litre capacity)	1
	5 burner gas stove with gas bottle	1
18	Fire extinguisher (6kg capacity)	2
19	Plan racks	2
20	First aid kit	2
21	File cabinet 2 leaf (wooden) 2 x 1 x 0.4m with lock	8
22	Cloth measuring tape, 30 meter length w/case	3
23	Steel measuring tape, 30 meter length w/case	3
24	Pocket steel tapes, 5 meter length	5
25	Paper punch	10
26	Paper stapler	10
27	Air-conditioning units (heat/cool), for offices and kitchen	1 for each room
28	General office consumables and stationary for the whole period of the project as directed by the Engineer including drafting instruments (pens, leory sets, set square, template, erasing machine,...etc)	As needed and requested by the engineer and at any time

In addition to the list presented above, the Client shall provide, through the Works Contract, the following vehicles for the Engineer:

No.	Description	Quantity
1	Station wagon vehicle	1
2	Pick-up Double Cabin	3

The vehicles shall be brand new, model of the year of awarding, and of the following characteristics:

A. 4 Wheel Drive, Double Cabin Pick-Up, of the following characteristics:

1. Diesel Engine shall be maximum 2500 cc
2. Automatic Transmission
3. Power Steering
4. Power/brakes-heavy duty
5. Heavy-duty shock and suspension systems
6. Air-Conditioning
7. Heating
8. AM-FM radio
9. Heavy duty cooling system
10. Heavy duty Battery
11. Heavy duty off-road tires
12. Spare tire, traffic triangle reflector, fire extinguisher, and Standard tools (Jack, pliers, set of spanners etc.).



B. Station Wagon Vehicle of the following characteristics:

1. Hybrid Engine shall be maximum 3000 cc
2. Automatic Transmission
3. Power Steering
4. Power/brakes-heavy duty
5. Heavy-duty shock and suspension systems
6. Air-Conditioning
7. Heating
8. AM-FM radio
9. Heavy duty cooling system
10. Heavy duty Battery
11. Heavy duty off-road tires
12. Spare tire, traffic triangle reflector, fire extinguisher, and Standard tools (Jack, pliers, set of spanners etc.).

The Contractor, at his own expense, shall also pay insurance for all vehicles and provide all fuel, fees, and cost of maintenance required for the operation of these vehicles.
Fuel consumption shall be up to 8000 km/month.

Services include maintenance, cleaning, supply of electricity, broadband internet, water and waste and garbage removal up to project completion and turn-over.

Survey instruments and tools for measurement and tests

The Client shall provide a full suite of survey instruments and tools for measurement and tests, through the respective works contract, for the use of the Engineer during the whole duration of its services. The equipment shall include:

- 5 No. Precise automatic level including tripods
- 5 No. Total station instruments including tripods, complete with reflectors, poles and brackets

Personal Protective Equipment (PPE)

The Client shall provide and maintain, through the works contract, for the sole use of the Engineer and his staff, during the implementation period and the DNP, a full suite of personal protective equipment.

PPE shall include, as a minimum:

- Safety helmets;
- Safety Boots;
- Waterproof overalls;
- Safety gloves;
- Approved reflective or fluorescent clothing.



3 Remuneration and Payment

The Contract shall be priced in Euro.

The Client will make payments to the Consultant in the following manner;

Payment will be made into the bank account detailed in the Consultant's Bank Account Details form.

An Advance Payment, amounting to 10% of the value of the Contract, shall be payable upon signing of the Contract and subject to submission of a Bank Guarantee of equal value. The Guarantee may be issued by an internationally recognised bank, provided it operates through a correspondent bank in Jordan and is subject to the Client's approval. It shall be valid for the duration of the Contract. The Advance Payment shall be recovered by means of deductions from interim payments at the rate of 20%. The Guarantee shall be returned to the Consultant upon repayment of the Advance Payment.

Interim Payments shall be based on the Consultant's invoices which shall be submitted at 3 monthly intervals (quarterly). Invoices shall comprise amounts for fees, in accordance with the agreed payment schedule and be accompanied by a Quarterly Report. Invoices shall also detail approved incidental expenditure incurred during the period.

Interim Payments shall be made such that their sum does not exceed 96% of the Contract Value. Payment of the balance shall be made within 60 days of the Client receiving a Final Invoice accompanied by the Technical Assistance Final Report, and subject to the approval of this report.

Remuneration shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$P_n = a + b \times \frac{L_n}{L_o}$$

where:

"P_n" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being 12 months;

"a" is a fixed coefficient, representing the non-adjustable portion in contractual payments;

"b", is the coefficient representing the estimated proportion of the cost element related to the labor cost for execution of the services

"L_n" is the official index for salaries for the first month for which the adjustment is supposed to have effect; and

"L_o" is the official index for salaries in the month of the Effective Date of the Contract.

Table of adjustment data for payments in currencies defined under Sub-Clause 7.3 of the Conditions of Contract:

Coefficient scope of index	Country of origin;	Source of index; Title/definition	Value on stated date(s)*	
			Value	Date
a = 15% Fixed				
b = 85% Labour	Jordan,	Source: Department of Statistic Jordan, Consumer Price Index https://dosweb.dos.gov.jo/economic/price-indices/	111.76	December 2024

The sum of all coefficients shall be 100%				
---	--	--	--	--

* These values and dates confirm the definition of each index, but do not define Effective Date indices

The total breakdown of fees is shown in Table A3.1

[Table A3.1 shall be inserted on award of the Contract and shall comprise the schedule of payments accepted during contract clarification.]

4 Programme

The Consultant shall use the period between the date of notification of award of the contract and the Commencement Date to mobilise his staff. The Consultant will arrange a kick-off meeting with the Client within 10 working days of the Commencement Date. All key experts shall attend the kick-off meeting.

The Consultant shall prepare a schedule showing his proposed programme of work and staff and other inputs, clearly illustrating how his resources will be applied to meet the required deliverables of the project in the time periods proposed.

5 Rules for Adjudication

General

1 Any reference in the Agreement to the Rules for Adjudication shall be deemed to be a reference to these Rules.

2 Definitions in the Agreement shall apply in these Rules.

Appointment of Adjudicator

3 The Parties shall jointly ensure the appointment of the Adjudicator. The Adjudicator shall be a suitably qualified person.

4 If for any reason the appointment of the Adjudicator is not agreed at the latest within 14 days of the reference of a dispute in accordance with these Rules, then either Party may apply, with a copy of the application to the other Party, to any appointing authority named in the Agreement or, if none, to the President of FIDIC or his nominee, to appoint an Adjudicator, and such appointment shall be final and

conclusive.

5 The Adjudicator's appointment may be terminated by mutual agreement of the Parties. The Adjudicator's appointment shall expire when the Services have been completed or when any disputes referred to the Adjudicator shall have been withdrawn or decided, whichever is the later.

Terms of Appointment

6 The Adjudicator is to be, and is to remain throughout his appointment, impartial and independent of the Parties and shall immediately disclose in writing to the Parties anything of which he becomes aware which could affect his impartiality or independence.

7 The Adjudicator shall not give advice to the Parties or their representatives concerning the conduct of the project of which the Services form part other than in accordance with these Rules.

8 The Adjudicator shall not be called as a witness by the Parties to give evidence concerning any dispute in connection with, or arising out of, the Agreement.

9 The Adjudicator shall treat the details of the Agreement and all activities and hearings of the Adjudicator as confidential and shall not disclose the same without the prior written consent of the Parties. The Adjudicator shall not, without the consent of the Parties, assign or delegate any of his work under these Rules or engage legal or technical assistance.

10 The Adjudicator may resign by giving 28 days' notice to the Parties. In the event of resignation, death or incapacity, termination or a failure or refusal to perform the duties of Adjudicator under these Rules, the Parties shall agree upon a replacement Adjudicator within 14 days or Rule 4 shall apply.

11 The Adjudicator shall in no circumstances be liable for any claims for anything done or omitted in the discharge of the Adjudicator's duties unless the act or omission is shown to have been in bad faith.

12 If the Adjudicator shall knowingly breach any of the provisions of Rule 6 or act in bad faith, he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Parties for any fees and expenses properly paid to him if, as a consequence of such breach any proceedings or decisions of the Adjudicator are rendered void or ineffective.

Payment

13 The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.

14 The retainer fee, if applicable, shall be payment in full for:

- (a) being available, on 28 days' notice, for all hearings and visits;
- (b) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties;
- (c) all services performed hereunder except those performed during the days referred to in Rule 15.

15 The daily fee shall be payable for each working day preparing for or attending visits or hearings or preparing decisions including any associated travelling time.

16 The retainer and daily fees shall remain fixed for the period of tenure of the Adjudicator.

17 All payments to the Adjudicator shall be made by the Parties as determined by the Adjudicator. The Adjudicator's invoices for any monthly retainer shall be submitted quarterly in advance and invoices for daily fees and expenses shall be submitted following the conclusion of a visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period. The Adjudicator may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that 7 days prior notice has been given to both Parties.

18 If a Party fails to pay an invoice addressed to it, the other Party shall be entitled to pay the sum due to the Adjudicator and recover the sum paid from the defaulting Party.

Procedure for Obtaining Adjudicator's Decision

19 A dispute between the Parties may be referred in writing by either Party to the Adjudicator for his decision, with a copy to the other Party. If the Adjudicator has not been agreed or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an Adjudicator. A reference shall identify the dispute and refer to these Rules.

20 The Adjudicator may decide to conduct a hearing in which event he shall decide on the date, place and duration for the hearing. The Adjudicator may request that written statements from the Parties be presented to him prior to, at or after the hearing. The Parties shall promptly provide the Adjudicator with sufficient copies of any documentation and information relevant to the Agreement that he may request.

21 The Adjudicator shall act as an impartial expert, not as an arbitrator, and shall have full authority to conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those set out herein. Without limiting the foregoing, the Adjudicator shall have power to:

- (a) decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him,
- (b) make use of his own specialist knowledge, if any,
- (c) adopt an inquisitorial procedure,
- (d) decide upon the payment of interest in accordance with the Agreement,
- (e) open up, review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute,
- (f) refuse admission to hearings to any persons other than the Client, the Consultant and their respective representatives, and to proceed in the absence of any Party who the Adjudicator is satisfied received notice of the hearing.

22 All communications between either of the Parties and the Adjudicator and all hearings shall be in the language of the Adjudicator's Agreement. All such communications shall be copied to the other Party.

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

23 No later than the fifty-sixth day after the day on which the Adjudicator received a reference or, if later, the day on which the Adjudicator's Agreement came into effect, the Adjudicator shall give written notice of his decision to the Parties. Such decision shall include reasons and state that it is given under these Rules.



Annex 1

Advance Payment Security

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated. All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.]

Date: [insert date (as day, month, and year)]

Tendering Process Reference: [insert no. and title of tendering process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Jordan Valley Authority

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We have been informed that [name of the Consultant]. (hereinafter called "the Consultant") has entered into Contract No. [reference number of the Contract]. dated [insert date]. with you, for the **Contract Administration and Construction Supervision of Jordan Valley Water Efficiency Project: Pipe Conveyor from Telal Al-Thahab to the downstream location on King Abdallah Canal, at Turnout 95, Hashemite Kingdom of Jordan** (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in figures¹ and words] is to be made against an advance payment guarantee.

At the request of the Consultant, we [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in figures and words]. upon receipt by us of your first demand in writing accompanied by a written statement stating:

- (a) the Consultant has failed to repay the advance payment in accordance with the conditions of the Contract; and
- (b) the amount which the Consultant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number [Consultant's account number]. at [name and address of the Bank].

¹ The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client

Jordan Valley Water Efficiency Project
Consulting Services for the Contract Administration and Supervision of Construction Works
Request for Proposal

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim statement or payment certificates indicating that the Advance Payment has been fully repaid, or on the **[insert number]** day of **[insert month]** **[insert year]**.², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that article 15 (a) is hereby excluded.



² Insert the expected expiration date of the Time for Completion. The Client should note that in the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [insert number of months], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."