



THE HASIMITE KINGDOM OF JORDAN

MINISTRY OF WATER AND IRRIGATION



JORDAN VALLEY AUTHORITY

**TARMS OF REFERENCE AND CONTRACT AGREEMENT
FOR PROVIDING CONSULTANCY ENGINEERING
SERVICES**

FOR RAISING OF WALA DAM

CENTRAL TENDER No. /2012

MARCH 2012

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INVITATION TO TENDER FOR CONSULTANCY SERVICES FOR RAISING OF WALA DAM

SECTION I

I.1-REQUEST FOR PROPOSALS FOR CONSULTANCY ENGINEERING SERVICES FOR RAISING OF WALA DAM.

The Jordan Valley Authority of the Ministry of Water & Irrigation through the Government Tenders Directorate (GTD) is seeking the services of an international experienced and suitably qualified Consulting Engineering firm for providing consultancy services for:

- 1. Preparing Technical, Economic and Financial Feasibility Study for the Raising of Wala Dam (Phase A).**
- 2. Preparing Final Design Report and Final Tender Documents for the Raising of Wala Dam (Phase B).**

The International Consultant Firm or the Joint Venture of International Consultant Firms is required to joint venture with one Jordanian Consulting Engineering firm meeting the stated classification by the Ministry of Public Works and Housing: - First Class Grade (A) in Roads, Water and Sewerage and Building Construction (combined).

Jordanian Consulting Engineering Firms meeting the above stated classifications may joint venture with more than one International Engineering Firm.

The tentative schedule for Tendering is as follows:

	Starting date to download the Tender Documents from the Government Tenders Directorate (GTD) website.
	Site Visit, meeting before take off will be at 9:00 am at JVA Directorate of Dams 6 - Abed Al Aziz AL Thaalibi Street - Shemisani - Amman.
	Last date for submission of inquiries.
	Last date for submission of Tenders.
	Opening of Technical Proposals.

Firms shall submit their proposals on the basis of the following Terms of Reference. The proposals shall be submitted in one original and two copies in a single anonymous package marked "Consultancy Services for Raising of Wala Dam", in the lower left corner. The proposals shall be addressed to His Excellency the Chairman of the Central Tenders Committee the Director General of the Government Tenders Directorate. Each copy shall contain two separate sealed envelopes, marked "Technical Proposal" and "Financial Proposal" respectively. The Proposal shall contain, but not limited to the following information:-

Envelope 1 - Technical Proposal:

1. A detailed listing of the experience and qualification of the International Firm, providing information on specific experience in conducting Dam's technical and economic feasibility studies, preliminary and final designs, supervision of Dam's construction and maintenance, length of experience, location of prior related jobs, their size and costs; and any other pertinent information that will demonstrate the degree of qualification of the Firm for the specific projects under consideration. Tenderer should complete the attachments of **Appendix A**.
2. A detailed description of the proposed method of carrying out the Consultancy Services for Raising of Wala Dam. A clearly related time schedules should be presented in a form of bar chart, including a schedule to meet the reporting requirements for each phase of the Services.
3. A clear definition of the amount of professional effort **for each phase** of the services including an estimated man month schedule. Taking into consideration the attached **Tables (Staffing Schedule)**, program of the intervention should be drawn up showing the timetable for the submission of reports and the program of work of the experts, stating for each one of them, the periods to be worked on the spot and those to be worked at the registered place of business for each period of the intervention.
4. A detailed listing of the nominated technical staff **for each phase**, together with the qualifications and experiences of all required professional staff, as applicable to the project requirements; with their Curriculum Vitae, containing at least the following headings: Date of birth, nationality, languages, professional training, education, researches, publications and experience (applicable experience shall be clearly stated), present place of work and Employer.
5. The Tenderers should submit a Joint Venture agreement (**Appendix D**) between the International and the Jordanian Consultant clearly define the following:
 - The leader of the Joint Venture should be the International Consultant / or the International Joint Venture (if any).
 - The firms (International and International) are jointly and severally liable.
 - The firms (International and Local) are jointly and severally liable.
 - The Head Office Support should be the responsibility of the leader of the Joint Venture.

Envelope 2- Financial Proposal (FOR EACH PHASE):

The Consultant shall fill in Tables (B-1) and (B-2) and shall summarize the financial proposal by filling in Table (B-3) which shows the amounts for each phase respectively.

The Consultant shall present breakdown for the monthly rate of each proposed staff member. Monthly rates must include basic salary, allowances, overheads, social benefits, taxes, insurances and profit.

The financial proposal should include the following:

1. A lump sum amount for Staff Fees, for each phase in accordance with Sections II and III.
2. A lump sum amount for the Head Office Support services for each phase.
3. A Provisional sum of JD (100,000) for Geotechnical Investigations and other laboratory testing works in Phase A should be included in the financial offer.

The financial proposal should include a **detailed** breakdown for all the above-mentioned Lump Sums.

The breakdowns of the Head Office Support should include the cost or the percentage allocated for each component of the four Lump Sums, such as the basic salary, allowance, overseas allowances, overhead, social benefits, profit, publication expenses, communication expenses, printing, drawings cost, couriers cost, head office cost, local office cost, computer programs, experts cost, specialist cost, Employer's staff training, maps, satellite images, references, data collection, data processing, draft expenses, travel, accommodation (housing), local and international transportation, visa, insurances, registrations, guarantees, per diem, Tax, Sales Tax **and any other cost related to the services.**

I.2 Selection of Consultant

The economically most advantageous Tender shall be selected as follows:

- A. The Central Tender Committee shall carry out an initial examination of the tenders, excluding prices. Tenders, which contain reservations considered by the Central Tender Committee to be substantial, shall be rejected.
- B. The Central Tender Committee shall carry out a purely technical evaluation of the tenders applying the criteria mentioned in **Appendix C**.
- C. The financial proposal of the Tenderers whom technical proposals are accepted will be opened. The other financial proposals will be returned unopened.
- D. The Central Tender Committee is not bound to award the Contract to the lowest Tenderer.
- E. The financial proposal of the Tenderers achieving the highest acceptable passing technical score will be opened only.

I.3 Instructions to Tenderers

1. Tenders must be expressed in Jordanian Dinars.
2. Envelopes containing tenders shall be delivered by hand or sent by mail, courier or by other means to arrive by the deadline at the address specified in the letter of Invitation to Tender.
3. Envelopes that arrive after the deadline for the receipt of tenders will not be accepted.
4. The submitted tender shall comprise the following documents:
 - A. A statement by the Tenderer in which he undertakes to carry out the Consultancy Services in accordance with the provisions and terms of these rules governing the invitation to tender.
 - B. Terms of Reference as it appears in the invitation to Tender, documents shall be stamped and initialed on each page by the Tenderer.

- C. The Tenderer proposal shall include evidence and certification from the concerned Governmental body and public entity that the information and experience record contained in the technical proposal are correct.
- D. Tenderer's attention should be drawn to the fact that they must submit a tender, which in all respects fulfills the Terms of Reference. Failing to do so will result in their tender being declared null and void.

5. The tenders shall be delivered in a sealed envelope addressed to:

Ministry of Public Works and Housing

Government Tender Directorate

8th Circle, King Abbdullah II Street

P.O.Box 1220, Post Code 11118

Amman - Jordan

E- mail : biddings@.gtd.gov.jo

Tel: 00 962-6-58 58 311,312,313,314

Fax: 00 962-6-58 57 583

Website: www.gtd.gov.jo

**THE ENVELOPE SHALL BE ENDORSED: CONFIDENTIAL / TENDER DOCUMENTS
FOR THE "CONSULTANCY SERVICES FOR RAISING OF WALA DAM".**

6. The tenders shall be dispatched to arrive at the address stated above on, 2012, not later than 12:00 hour, Jordan local time. Documents received after this time and date will not be considered.

1.1 Definitions:

It is understood that wherever the following terms appear in this agreement, are signify:

- **“Jordan”** signifies the Hashemite Kingdom of Jordan.
- **“Government”** means The Government of the Hashemite Kingdom of Jordan.
- **“Employer”** signifies the Ministry of Water and Irrigation / Jordan Valley Authority of the Hashemite Kingdom of Jordan.
- **“JVA”** signifies the Jordan Valley Authority and is used synonymously with “Employer”.
- **“Project”** signifies the “Engineering Consultancy Services for Raising of Wala Dam (Prepare Technical, Economic and Financial Feasibility Study for Raising of Wala Dam (Phase A), and Prepare Final Design Report and Final Tender Documents for Raising of Wala Dam (Phase B))” as described in the terms of reference.
- **“Consultant”** means the Consulting Engineering firm or the Joint Venture of Consulting Engineering firms, engaged (appointed) by JVA to perform professional services for this project.
- **“Bid”** means The Consultant’s Technical Proposal and Financial Proposal submitted to the Government Tender Directorate to perform the Technical Services in accordance with the provisions of Contract, as accepted by the Letter of Award.
- **“Decision of Award”** The formal acceptance by the Employer of the Tender with any additional conditions accepted before CONTRACT signature by the Parties to the Contract.
- **“Contract Sum”** means the sum mentioned in the Decision of Award which is subject to increase or decrease resulting from the application of Contract Conditions.
- **“Approval”** means written approval or verbal approval confirmed in writing.
- **“Time for Completion”** The time specified in the Contract for Technical Services execution as defined in the Contract and is calculated according to “Gregorian Calendar days” and not working days.
- **“Documents”** Are the documents defined in the Contract and which form an integral part of the Contract.
- **“Applicable Law”** means the laws and any other instruments having the force of law in the Hashemite Kingdom of Jordan, as they may be issued and in force from time to time.
- **“JD”** means Jordanian Dinars.
- **“Days”** signifies calendar days.
- **“Services”** signifies the services in connection with the project as described in the terms of reference.
- **“Expatriate Staff”** means the personnel of the consultant that the consultant intends to employ for this project, whom are normally neither citizens nor residents of Jordan.
- **“Local Staff”** means the personnel of the consultant who are citizens of Jordan whether residing in Jordan or not and non-citizens who are residents of Jordan.

**1.2 - FORM OF CONTRACT AGREEMENT FOR CONSULTANCY SERVICES FOR
RAISING OF WALA DAM.**

This Agreement, is made on this day, the of In the year of two thousand and eleven.

Between:

Ministry of Water and Irrigation / Jordan Valley Authority of the Government of the Hashemite Kingdom of Jordan, (hereinafter called JVA), party of the first part.

And

(Hereinafter called the Consultant), party of the second part.

A professional consulting engineering firm with a registered office at.....

WITNESS THAT:

WHEREAS: The Jordan Valley Authority desires to conduct a Consultancy Services for Raising of Wala Dam.

WHEREAS: To accomplish the herein mentioned objectives, the Jordan Valley Authority requires specialized services; and

WHEREAS: The Consultant represents that he is qualified to provide such services and is willing to undertake the same upon the conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Appointment of the Consultant:

1. The Ministry of Water and Irrigation / Jordan Valley Authority hereby appoint the Consultant and the Consultant accepts the appointment on the terms and conditions hereinafter set forth.
2. Duties of the Consultant:
 - The duties of the Consultant are described in **Sections II and III** of this agreement entitled “Terms of Reference” and attached appendices.
 - The Consultant shall discharge all duties of a technical and administrative nature in accordance with the best-established professional practices required by the nature of the services even though they have not been expressly specified in this Agreement.

3. Contract Sum and Time:

A) Contract Sum:

For the services provided by the Consultant as per this agreement, JVA will pay the consultant for his services the Total value of the Agreement JD subdivided into two independent Phases as follows:

1. For Phase (A) - Prepare Technical, Economic and Financial Feasibility Study for Raising of Wala Dam - a Lump Sum amount of JD..... and a Provisional Sum of JD (100000) for geotechnical and other investigations and laboratory testing. Payment will be made in accordance with the Terms of Reference of **Phase (A)**.
2. For Phase (B) - Prepare the Final Design Report and the Final Tender Documents for Raising of Wala Dam - a Lump Sum amount of JD.....for Consultancy Services. Payment will be made in accordance with the Terms of Reference of **Phase (B)**.

B) Time for completion of the Contract:

The total time for completion of the Contract is 360 calendar days for the two Phases (A&B) based on the date of issuance of Notice to Proceed for each Phase:

1. Phase (A) - Prepare of Technical, Economic and Financial Feasibility Study - 240 calendar days.
2. Phase (B) - Prepare the Final Design Report and the Final Tender Documents - 120 calendar days.

In witness whereof the parties hereto have executed this Agreement Document as to the date year first above written.

The Second Party

The First party

For The Consultant

For The Employer

Name.....

Name.....

Signature.....

Signature.....

Title.....

Title.....

Signed in the presence of:

Signature.....

Signature.....

Name.....

Name.....

1.3 - FORM OF PERFORMANCE GUARANTEE:

To Messrs: Ministry of Water and Irrigation / Jordan valley Authority- Amman-Jordan.

We have the pleasure to inform you that our

Bankhas guaranteed by financial guarantee, The consultant,
Messrs.....

..... for the sum of
JD.....

As a performance guarantee for Tender No.....

for the project of “Providing Consultancy Services for Preparing Technical, Economic and Financial Feasibility Study and for Preparing the Final Design Report and the Final Tender Documents for Raising of Wala Dam”, as a performance Guarantee to ensure the execution and completion of the Consulting Services pertaining to the aforementioned project as required in the contract Agreement between the Jordan Valley Authority and the Consultant.

We undertake to deposit with you the said amount or any part thereof upon your first demand without warning or reservation or any other condition, and not withstanding any objection on the part of the Consultant, but stating the reasons the Consultant has failed or refused to carry out his obligations in accordance with the Contract Agreement.

This Guarantee shall remain valid as of the date of its issuance until the final completion of the services under Contract Agreement, which is reckoned to be in the daymonth of in the year, extension or renewal of the validity of this guarantee should be automatically extended or renewed unless the Jordan Valley Authority requests that no longer extension or renewal is needed for this guarantee.

Issued in

Signature of Guarantor / Bank

Dated

Name of Authorized Signatory

1.4-GENERAL TERMS OF THE AGREEMENT:

1.4.1 Authority:

The Consultant shall work at all times in close cooperation with the Employer being guided in all respects by such instruction as may be given and under such authority as may be delegated by the Employer from time to time. The Employer will always interpret this clause in practice so as to give the Consultant necessary scope and authority to enable him to control the project from all aspects and to properly furnish his services under this Agreement.

1.4.2-Authorized Representative:

The Employer shall, as soon as possible after the signing of this Agreement, designate by written notice to the Consultant his representative, who shall be responsible for the Employer's duties in connection with this Agreement, be authorized by the Employer to make the necessary decisions and actions under this Agreement on behalf of the Employer, and be the official counterpart to the Consultant's Technical Project Director. The Employer further agrees that, if his Authorized Representative is not available at all times, the Employer shall designate an alternate with the same authority during these times.

Likewise the Consultant shall, as soon as possible after the signing of this Agreement, designate by written notice to the Employer his Technical Project Director who shall be responsible for the Consultant's duties in connection with this agreement, be authorized by the Consultant to make the necessary decisions and actions under this Agreement on behalf of the Consultant and be the official counterpart to the Employer's Representative.

1.4.3-Agreement:

The Consultant, when called upon to do so, shall enter into and execute the agreement with such modifications as may be necessary.

1.4.4-Performance Guarantee:

The Consultant after being notified of the Decision of Award and before signing the Contract Agreement shall submit to the Employer within **(14) days** of notification of Award a performance guarantee to guarantee that he will perform the required services and perform all his commitments in accordance with the Contract. This guarantee will be for the duration defined in the contract and its value will be 10% of the Contract Sum issued by a local bank or financial institution licensed to operate in Jordan and in accordance with the given form. If it is required to extend the validity of the guarantee for any reason; then the Employer is entitled to extend it, on the account of the Consultants for three months renewable to similar periods in accordance with work requirements. The Employer is to release this guarantee after preliminary handing over of the Technical Services and submission of a final discharge by the Consultants and approval of the Employer.

1.4.5-Beginning of the Agreement and Notice to Proceed:

This Agreement shall become effective on the date of signing of the Agreement. The Employer shall issue the **First Notice to Proceed within (30) days from** the date of the signing of the Agreement.

1.4.6-Completion of the Agreement:

This Agreement shall continue to remain valid until the Consultant has fulfilled his responsibilities under this Agreement, as outlined in the Terms of Reference.

1.4.7-Language of the Agreement:

This Agreement shall be construed and interpreted according to the English language and all correspondence and reports shall be in English. All measurements shall be expressed in the metric system.

1.4.8-War Risk and Force Majeure:

In the event of war hostilities (where war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, or military usurped power, civil war or (other than among the consultant's own employees) riot, commotion or disorder, or any operation of the forces of nature as reasonable foresight and ability on the part of the consultant could not foresee or reasonably provide against, hereafter referred to as, "such event " the Consultant shall continue as far as is physically and reasonably practicable to undertake and perform the duties set forth in this Agreement and in accordance therewith for a period of thirty days reckoned from midnight on the day when such events first occur. During the period aforesaid it shall be considered that the normal activity would have occurred, did occur, and the Consultant shall be paid accordingly under the terms of this Agreement.

If members of the resident site staff of the consultant have to evacuate the area of the project due to war risks and force majeure for any period of time, the Employer shall compensate the Consultant for all the costs and expenses including transportation and accommodation incurred by the Consultant for the duration of this period.

If upon, the expiration of the aforesaid period of thirty days, the Consultant is wholly prevented by reason of such event, either the Employer or the Consultant may terminate this Agreement by thirty days written notice by registered mail delivered to the other party.

1.4.9-Law of Contract:

The Laws, regulations and instructions to which this Contract is subject when signed and according to which it shall be construed shall be the current Laws, regulations and instructions in force in Jordan.

1.4.10- Level of Performance:

The Consultant is committed to provide all care and diligence in the performance of his duties, as required with the highest professional practice and to use competent personnel each in his field and experience and to provide the employer with the names and experience of those who will be providing the required services. If it has been established by the Employer that the level of professional services of the staff is not in compliance with the degree required; then the Consultant shall employ new staff to rectify situation and re-organize his working team in accordance with this requirement. The Consultant should take into consideration notes directed to him in this regard by the Employer or his representative or which is requested by him in any thing related to provision of services under the Contract.

If the Consultant fails to provide the required services in the required level; this will be considered failure on his part, and the Employer is entitled in such a case to take measures that will overcome this failure and correct mistake provided that the Consultants will be notified by an ultimatum, and

procedures will be in accordance with clause (1.4.27) of this Contract. The Consultant shall act fairly between the Employer and the other parties.

1.4.11- Ownership of Documents:

All data, reports and other documents prepared by the Consultant in connection with the project shall be the property of JVA.

1.4.12-Assignment:

The Consultant shall not have the right to assign or transfer the benefits and obligations under this Agreement or any part therefore.

1.4.13- Subcontract:

Any subcontract to be made by the Consultant relating to the services he is committed to render under this Agreement shall be made only to such extent and with such dully qualified specialists and entities as shall be approved in writing in advance by the Employer, and upon request of the Employer the Consultant shall submit for the Employer's prior approval the terms of reference of any such subcontract and any amendment thereof. Notwithstanding such approval the Consultant shall retain full and unseverable responsibility for all the services he is committed to render under this Agreement.

1.4.14-Consultant's Staff in Jordan:

The Consultant's (Jordanian and expatriate) technical personnel assigned to the Consultant's staff shall possess qualifications satisfactory to the Employer and shall be assigned to the project only after their prior approval by the Employer. Any such person found by the Employer not to be so qualified or his presence in the project is deemed to be inimical to the Employer's interest or is guilty of willful misconduct shall be removed by the Consultant and replaced by another suitably qualified person at the expense of the Consultant. The Consultant shall assign personnel to his staff at the project in accordance with the progress and the requirement of the work.

The Consultant shall prepare and submit, for approval by the Employer, a statement for each of the Jordanian professionals and all expatriate personnel to be assigned to the Consultant's staff in Jordan, the names, qualifications, and branch of specialty, work resume and estimate of duration of employment shall be provided to the Employer for approval. No assignment shall be made prior to the Employer's approval. Changes in personnel shall be submitted to the Employer within three (3) weeks from the date of receipt of notice and required data.

1.4.15 - Assignment of Seconded Staff to the Consultant:

The Employer may place at disposal of the consultant a number of his staff to fill certain positions in the personnel chart. The staff placed at disposal of the consultant by the Employer shall be on the payroll of the Employer and will be seconded with the consultant's consent to his organization. The seconded staff will be placed under the direction and administrative control of the consultant who shall determine the duties of these personnel in the field and shall be wholly responsible for their work.

1.4.16 WORK WEEK FOR SITE PERSONNEL:

The Consultant's normal work for site personnel shall not be less than forty-eight (48) hours. No Payment or other compensation will be made for over time.

1.4.17-Conflict of Interest:

Other than work to be performed under this Agreement, no full-time resident site staff employed by the Consultant shall engage, directly or indirectly either in his own name or in the name of, or through the agency of another person, in any business, profession or occupation in Jordan or other foreign countries to which he may be assigned, and will refrain from participation in any political, social, or religious disputes. The Consultant's employees shall not engage in any business likely to conflict with the Employer's interest.

1.4.18-Physical Examination:

The Consultant's assigned personnel and dependent(s) who will spend more than six months in Jordan are required to be examined by a licensed doctor of medicine and the assigned personnel shall obtain from the doctor a certificate that, in the doctor's opinion, the assigned personnel and their dependents are physically qualified to engage in the type of activity for which the assigned personnel are to be employed under this Agreement and are physically qualified to reside in Jordan. A copy of the certificate shall be provided to the Employer before the departure of the employee and dependent(s) for Jordan.

1.4.19-Compliance with Jordanian Law:

The Consultant, his employees and their dependents, shall be subject to all applicable laws, regulations and ordinances promulgated by legally constituted authorities of and within Jordan and shall promptly correct any violations thereof called to his attention. Non-correction of such violations shall entitle the Employer to consider them as a breach of this Agreement.

1.4.20 - Settlement of Disputes:

All disputes arising in connection with this Agreement, which cannot be amicably settled, shall be resolved in Jordan by arbitration in accordance with the arbitration law prevailing in Jordan. Each party will bear his own costs incurred during arbitration.

1.4.21-Taxes, duties fees and levies:

- The Consultant and his staff have to pay duties and Taxes levied by the Government of Jordan for work performed by them under this Agreement.
- The Consultant is obligated to pay stamp duties and universities fees on the total amount of the contract at his expense.
- The Consultant shall abide by the Jordanian Association Engineering laws and requirements. The Consultant shall pay duties and levies imposed by the Jordanian Engineering association
- The Consultant shall abide by the Ministry of Industry and Trade laws and requirements. The consultant shall pay duties and levies imposed by the Ministry of Industry and Trade.
- The Consultant has to pay the Sales Tax for the whole Contract Sum in accordance with the current Laws, regulations and instructions in force in Jordan.

1.4.22-Insurance:

Before commencing the execution of the Services herein and continuing until such services have been completely performed. The Consultant shall at his own expense maintain insurance policies issued by an insurer allowed by law to do business in Jordan, or provide satisfactory insurance

coverage in Jordan to the approval of the Employer. The Employer should approve the terms of the Insurance Policies and they shall cover the following:-

1.4.22.1 Workmen's compensation and all social insurance in accordance with the statutory requirements of the country or state having jurisdiction over the Consultant's employees who are engaged in the services herein. The Consultant agrees to insert this clause in all subcontracts hereunder except those used exclusively for furnishing materials and supplies.

1.4.22.2 Damages or compensation payable by law in consequence of any accident or injury to any workman or other person in the employment of the Consultant or any subcontractor, save and except an accident or injury resulting from any act or default of the Employer or his servants. The Consultant shall indemnify and keep indemnified the Employer against all such damages and compensation against all claims, demands, proceedings, costs, charges, and expenses whatsoever for personal injury or property damage.

1.4.22.3 Damages, loss or injury which may occur to any property (including that of the Employer) or to any person (including employees of the Employer) by or arising out of the execution of the services stated herein or in carrying out this Agreement and caused by the Consultant or his subcontractors.

1.4.22.4 Damage to or loss of any equipment or other property purchased in whole or in part from funds provided under this Agreement including damage to, or loss of, any documents and papers necessary for the performance of the Services.

1.4.23- Changes, Variations and Additional Works:

The Employer is entitled to make any changes that he sees necessary in the schedule of required works or submission of additional technical services. Such changes or additions should not affect the applicability of the Contract and the cost and time needed for the additional works which result from the increase of the work amount and duration than what is defined in the Contract, will be agreed upon by the two parties in comparison with the nature of additional works and the fees and duration stipulated in the Contract. In the case where the nature of works included in these variations and additional works are of the type that require provision of services different from those included in the Contract; then the First and Second Parties shall agree on the cost of works resulting from such variations and additional works.

The Consultant is committed to perform all requested changes after the issuance of a written order to him by the Employer.

1.4.24-Termination by the Employer for Convenience:

The Employer in accordance with this clause in whole may terminate the performance of work under this Agreement or from time in part, whenever for any reason, including force majeure, the Employer shall determine that termination is in the best interests of the Employer.

Any such termination shall be effected by delivery by registered mail to the Consultant of a written Notice of Termination specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of a Notice of termination and except as otherwise directed by the Employer, the Consultant shall:

1.4.24.1 Stop work on the date and to the extent specified in the Notice of termination.

1.4.24.2 Place no further orders or subcontracts against the terminated portion of the agreement.

1.4.24.3 Terminate all orders and subcontracts to the extent they relate to the performance of work terminated by the Notice of Termination.

1.4.24.4 Transfer to the Employer all the rights, titles, and interests of the Consultant under the Agreement, completed work or work product, and/or work in process accomplished or acquired for that portion of the Agreement which has been terminated.

1.4.24.5 Complete performance of that part of the work, which has not been terminated by the Notice of Termination.

1.4.25 – Delays:

1.4.25.1 If the Consultant could not perform his commitments by finalizing all services required in this Contract within the time limits specified therein, and he was delayed in the execution of Contract services, then the Consultant has to pay liquidated damages of (300) three hundred Jordan Dinars for each day of unjustified delay, and this amount is due to the Employer whether he suffered a material damage because of this delay or not. The Employer is entitled to deduct such amounts from any moneys due to the Consultant or from his bonds or retentions.

1.4.25.2 Liquidated Damages ceiling is 15% of the Contract value.

1.4.26- Duties of the Consultants:

The Consultant is to perform his duties as illustrated in the Terms of Reference, his offer and in accordance with the General and Special Conditions of this Contract.

1.4.27 - Default of the Consultant:

The Consultant is in default in the performance of his work if during the execution of this Contract any of the following took place:

- A. Any un-justifiable delays in the execution of services or duties and the submission of required services by the Consultant.
- B. The Consultant submitted services that are not up to the standards of professional practice or neglected or failed in the performance of his obligations.
- C. If the Consultant did not change any of his employees contrary to requirements under clause (1.4.10) of this Contract.
- D. Sub-contracted any portion of his duties without the approval of the Employer
- E. If the Consultant could not submit any services that complies with the basic requirements of the program.
- F. If the Consultant become insolvent or bankrupt or resorted to a clearance in favor of his creditors.
- G. In any of the cases stated under clause (1.4.27.A) above; the Employer may terminate the Contract after taking the following procedures:
 - 1. Issue a first notice to the Consultant giving him (14) days to rectify failure.
 - 2. In case the Consultants did not rectify failure; a second notice will be issued for a period of (14) days from the date of expiration of the first notice.
 - 3. If the period of the second notice elapses without rectification of the situation or without taking serious and convincing measures to over come failure; then the Employer is entitled to terminate the Contract and confiscate the performance bond or part of it and complete the execution of required services by his own staff or employ others to perform these services. The Consultant will be paid for services he submitted prior to the date of termination decreased by any difference between his fees and costs incurred by the Employer to perform services in accordance with Contract immediately in any of the cases mentioned above.

1.4.28 - Responsibilities of the Employer:

- 1. Submit preliminary requirements and information available to him to the Consultant.
- 2. Naming a person with enough experience to represent him for co-ordination with the Consultant and to help the Consultant in acquiring the information referred to above.
- 3. Pay the Consultant due payments in the dates stipulated in the Contract.

1.4.29 - Modification of Legislation:

- A. The Consultant shall be reimbursed such additional sums that he is obliged to pay to the Government Treasury in consequence of imposing any new fees or taxes after the date of tender submission.
- B. In case an official decrease is imposed in any of the fees and taxes mentioned under sub-clause (A) above after the date of tender submission , then such decrease should be deducted from the Consultant's dues.

1.4.30 - Legal Notices:

The Employer is exempted from sending legal notices when practicing any of his contractual or legal rights and any registered letter sent the Consultant to his address is deemed to be a legal notice in all cases.

1.4.31 - Notice of Discharge:

The Consultants when submitting the final payment sheet is obligated to provide the Employer with a notice of discharge confirming that the final payment sheet forms the final and complete settlement of all the sums he deserves in accordance with the Contract, provided that this discharge will come into effect only after the Consultant receives sums entitled to him in accordance with the contract.

1.5 - Notices:

- All notices, instructions and requests shall normally be given in writing and verbal communication shall be confirmed in writing.
- Any written notice between the Employer and the Consultant shall be addressed to the Party concerned at the address specified bellow:

For the Employer:

His Excellency, the Secretary General

Jordan Valley Authority

P.O. Box 2769

Amman Jordan

Fax: 00 962 06 5689916

Tel: 00 962 06 5689517

For the Consultant:

1.6 - SPECIAL CONDITIONS OF THE AGREEMENT:

The following conditions shall be recognized as Special Conditions of the Agreement. All additions or amendments to the General Conditions contained herein shall take precedence and shall be considered as explaining, amending or supplementing the clauses of the General Conditions.

1. Payment Conditions:

A) Currency of the Tenders and the Contract.

As tendered the currency of the contract shall be Jordanian Dinars.

B) Currency of Payment.

Payment shall be made in JD (Jordan Dinars).

2. **TRAINING:** The Consultant shall train (in Jordan) at least four Engineers from the Employer's staff the using of the surface and underground water mathematical model (quantity and quality) showing the final destination and the quality (surface and underground) of the inflowing into the reservoir flow.

3. The Employer will place at disposal of the consultant four of his Engineers for one week each to be trained at the Consultant Head Office. The staff placed at disposal of the consultant by the Employer shall be on the payroll of the Employer, but the Consultant will be responsible to provide four air tickets, full board hotel accommodation and land transportation.

4. Add to clause 1.4.5 - Beginning of the Agreement and Notice to Proceed the followings:

- "Two Notices to Proceed will be issued separately as follows:
 - a) The First Notice to Proceed for the services of Consultancy Services for Preparing the Technical, Economic and Financial Feasibility Study and make a preliminary design for Raising of Wala Dam (Phase A).
 - b) The Second Notice to Proceed for the services of Phase (B), Consultancy Services for Preparing of the Final Design Report and Final Tender Documents, will be issued subject to the results of Phase (A) that in the opinion of the Employer the implementation of Raising of Wala Dam is Technically, Economically and Financially Feasible, and after the approval of Phase (A) by the Employer.
- Any delays in issuing the second notices to proceed whether due to delay in the completion of the Feasibility Study shall not be a ground for any claim or amendments of the rates, which shall remain fixed.
- In case that Phase (A) revealed that the implementation of Raising of Wala Dam Project is not technically and/or economically and/ or financially feasible, then this Consultancy Services Agreement will be terminated by the Employer and this termination shall not form a ground or basis for any claim by the Consultant.

5. Add to the end of clause 1.4.6-Completion of the Agreement the followings: "and the amendment of clause 1.4.5".
6. 1.4.8-War Risk and Force Majeure: Delete the 2nd Para. "If members of the resident site staff of the consultant have to evacuate the area of the project due to war risks and force majeure for any period of time, the Employer shall compensate the Consultant for all the costs and expenses including transportation and accommodation incurred by the Consultant for the duration of this period".

7. Order of Precedence of Contract Documents:

The contract documents and the order of precedence are as follows:

- a) Form of Agreement and Performance Guarantee.
- b) Special conditions.
- c) General conditions.

8. Reports:

All reports shall be submitted in accordance with the Terms of Reference for each Phase.

9. Expenses:

No separate payment will be made for social benefits, profit, publication expenses, communication expenses, couriers cost, computer programs, maps, references, data collection, data processing, experts, specialists, training, draft expenses, heal and local office cost, travel, accommodation (housing), local and international transportation, visa, insurances, registrations, guarantees, per diem, Tax, Sales Tax and any other cost related to the services and it shall be included in the Consultant's overhead.

10. Revision of Prices:

All fees and direct expenses agreed in "Schedules of Fees and Expenses" annexed to these special conditions, are fixed for the contract period and are not subject to review. They shall, however, be subject to review and adjustment whenever modifications of the extent of services and/or extension of contract period become effective/though no fault of the Engineer.

11. Payment Procedure:

1. The payment to the Consultant for the services in Phases A and B will be made directly by the Employer in accordance with the Terms of Reference for each Phase.

2. The invoice shall be submitted in three original including supporting documents. Payment of the Consultant's invoice will be made by the Employer within a period not exceeding 60 days from date of receipt of the said invoice.

12. Tax and Customs Duties:

- a) The Consultant shall not be exempt from any customs, duties and taxes on items imported into Jordan for professional use during the performance of the services covered by this Agreement
- b) If any taxes, fees, levies or any other imposition shall be imposed under the laws of Jordan, with the exception of stamp duties and special taxes as listed in (par. 12 f) below, on payments made to the Consultant for the carrying out of this Agreement, the Employer shall bear the cost thereof.
- c) The non-Jordanian Consultant and his expatriate personnel shall not be exempt from Jordan Government income tax.
- d) The Consultant's local staff and local associate shall pay duties and taxes levied by the Government for work performed by them under this Agreement.
- e) Notwithstanding par. 12 b above, the Consultant is obligated to pay stamp duties and universities taxes on the total ceiling amount of the contract.
- f) The consultant shall abide by the Jordanian Engineering Association laws and requirement. Notwithstanding par. 12.b above, the Consultant shall pay duties and levies imposed by Jordan Engineering Association.
- g) Notwithstanding par. 12.b above, the Consultant shall not be exempt from the Sales Tax.

SECTION II

TERMS OF REFERENCE FOR PROVIDING CONSULTANCY SERVICES FOR PREPARING TECHNICAL, ECONOMIC AND FINANCIAL FEASIBILITY STUDY FOR RAISING OF WALA DAM (PHASE A)

II.1 – Background:

Developing the water resources in the Hashemite Kingdom of Jordan is of utmost importance in the social and economic development of the country. The government gives a high priority to develop and manage water resources. Jordan realizes the need for more conservation and collection of various water resources. The Jordan Valley Authority of the Ministry of Water and Irrigation is trying to get benefit of the available runoff, which is estimated as 3% of the winter rainfall. This gives the importance for Dams Construction. Purposes for dams construction in Jordan are different from dam to dam, but the main objectives are to provide water for irrigation purposes, Municipal and Industrial (M&I) uses, flood control, and recharge. This study intends to raise the existing Wala Dam.

II.2 Location and Description:

Wala dam is located about 65 Km to the southwest of Amman and about 25 km to the south of Madaba city at coordinates (PGE 226500, PGN 108500).

The purpose of Wala dam is to augment water resources available in Wadi Al Wala. The existing dam with its crest at elevation 520 m ASL (Above Sea Level) retains a (9.3) MCM reservoir to store the winter flood flows of the wadi for subsequent injection of stored water into the downstream aquifer to increase the reliable yield of Heidan springs.

Wala dam, with height of 52 m above the foundation level is a composite dam comprised of central section made of Roller Compacted Concrete (RCC) and two wing embankments on each side; the downstream part of the RCC section is formed to be a stepped spillway for the dam.

The existing central RCC dam section, earth fill wing embankments, appurtenant structures and grout curtain have been designed for future raising of the dam body by about 15 m.

The existing 105 m long crest weir is capable to pass the maximum probable flood flow of 2021 m³/s down to the stepped spillway and to the stilling basin.

A draw-off flow is released through pipeline to a filter plant and thence to a series of height recharge wells downstream in the Wala Valley.

The Table below summarizes the main characteristics of the existing dam.

Wala Dam main characteristics

Reservoir and Catchment Area	
Catchment Area	1,770 km ²
Mean Annual Inflow	17.7 MCM/Y
Reservoir Surface Area at FSL	860,000 m ²
Reservoir Capacity at FSL	9.3 MCM
Mean Annual Sedimentation	329,000 tons / year
RCC Dam and Wing Embankments	
Dam Type	RCC central section with overflow stepped spillway and zoned earth fill wing embankments
Dam Crest Length	380 m
RCC Section Crest Length	118 m
Dam Crest Elevation	524 m ASL
RCC Volume	223,000 m ³
Conventional Concrete Volume	55,000 m ³
Zoned Fill Volume	400,000 m ³
Excavation Volume	386,350 m ³
Bottom Outlet and Draw-off Works	
Bottom Outlet Type and Diameter	2m x 2m, steel lined, guard and operation. gates
Invert of Bottom Outlet	485.4 m ASL
Discharge Capacity at FSL	50 m ³
Draw-Off Intake levels	Lower: El.495m, Upper El. 505m
Spillway and Stilling Basin	
Spillway Type	Ungated ogee stepped spillway
Spillway Crest Length	105m
Spillway Crest Level	520 m ASL

Probable Maximum Flood	2021 m ³ /s
Design Flood	1000 m ³ /s
Drilling and Grouting Works	
Grouting Gallery/Adits Length	Central Gallery: 406m, Left Adit:389m & Right Adit: 245m
Grout Curtain Type	Single Line, Hanging type
Grout Curtain Length	1040 m
Grout Curtain Surface Area	78,000 m ²
Maximum Drilling Length	111 m
Total Drilling Length	73,500 m
Total Drain Curtain	6000 m
Pipeline and Recharge Wells	
Pipeline Diameter and Length	Ø800 mm, Length: 2,760 m
Number of Recharge Wells and Capacity	8Nos, 0.5 m ³ /s (for the 8 wells)

II. 3 - PHASING OF THE CONSULTANCY SERVICES:

For making a clear decision on the project formulation, it is intended to launch the consultancy services into two distinct phases. **Phase (A)** will be devoted entirely to prepare the technical, economic and financial feasibility study (including a preliminary design) for the construction raising of Wala Dam. **Phase (B)** will comprise the preparation of the final design and final tender documents for the construction of raising of Wala Dam.

Each phase will be commenced only upon the issue of Notice to Proceed for the respective phase .If phase (A) proved that the project is not feasible, then the phase B will be cancelled, and the Consultant shall deliver all reports to JVA and final payment for the phase (A) will be settled without any claim. If there will be a standing time awaiting the decision between phase A and phase B (if the project proved its feasibility), then the Consultant should not claim for any additional cost arising from such standing time.

II.4 Objectives

This Phase A of the Consultancy Services aims to provide JVA with Technical, Economic and Financial Feasibility Study for the raising of Wala Dam.

Based on Environmental, Topographical, Hydrological, Geological, Hydrogeological and Geotechnical Studies and Investigation, the Consultant shall prepare a detailed Technical, Economical and Financial Feasibility Report and Preliminary Design and Cost Estimate. The report shall include the details of all the

studies and investigations and their corresponding analysis and interpretations, the preliminary designs and the cost estimates.

II.5 Phase A Scope of Work

In this Phase A, the Consultant services will be directed to the preparation of the Technical, Economic and Financial Feasibility Study Report, Preliminary Designs and Cost Estimates for the raising of Wala Dam and its appurtenant structures, including all pertaining Site and Environment Investigation works and studies. The work should cover but not limited to a preparation of a careful study, evaluation and analysis of the design and the basic design criteria, supported by field visits and site investigations to be defined and supervised, analyzed and interpreted by the Consultant, to allow an assessment of the topographical, geological, geotechnical, hydrological and hydrogeological conditions and the availability of the suitable construction materials and evaluation of the foundation suitability for the raising of the existing Wala Dam.

The scope of work will include, but not limited to, the following Consultant's major activities:

1. The Consultant shall review and appraise all data, instrumentation readings, studies and reports related to the existing Wala Dam and its appurtenant structures made available to the Consultant by JVA (Technical and Economic Feasibility Study for the existing Wala Dam, Existing Design, Laboratory Testing Reports, Instrumentation readings, Completion Report, As- Built Drawings... etc) prepared by the previous Consultants.
2. The Consultant shall carry out a field reconnaissance through Wala Dam and its appurtenant structures, Wadi Wala and Wadi Heidan catchments to establish a database for the study purposes. The field reconnaissance shall cover, but not limited to, environmental, agricultural, land use, topographical, surface geology, hydrological, sediments, water quality, hydrogeological and geotechnical characteristics of the catchments.
3. The Consultant, to carry out his obligations under this Phase A, shall specify in the reconnaissance report the additional data, various surveys, field investigations and tests, which will be additionally required to determine the basic parameters for the preparation of the technical, economic and financial feasibility report, and the final design and tender documents, for the construction of Wala Dam Raising and its appurtenant structures and to locate appropriate borrow areas for soil materials and concrete aggregates.
4. The Consultant shall assess the Safety and Integrity of the existing Dam whether it can still meet current international safety standards.
5. The Consultant shall collect, review and appraise all required data, reports, documents, maps (Meteorological, Hydrological, Geological, Hydrogeological, Ground water uses with emphasis on underground water regimes, Wastewater treatment plants, Climatic data, Water quality, Geophysical, Geological, including drilling, field tests and laboratory tests, Land use, Environmental, Geographical, Stream flow and water quality data, etc.) through his own search and at his own cost (except for the cost of site investigations and laboratory testing).
6. The consultant shall prepare bidding documents for the Geotechnical investigation and laboratory tests to be let as subcontract. The Consultant shall do the bidding procedures and award the subcontract after the approval of the Employer.
7. The consultant shall supervise at all times and locations the works of the sub-contractors, and check and recommend the invoices payment.
8. At all times the field investigation and laboratory testing should be performed under the direct supervision of the Consultant.

9. The results of surveys and the site investigation works shall be recorded, analyzed, and interpreted by the Consultant with a view to bring out the significant conclusions reached in respect of design parameters, construction methods, and quality control.
10. Investigate if the basic data, the design criteria, the design, the technical specifications and the other Tender Documents of the existing Wala Dam are adequate and valid with respect to the raising the existing Wala Dam.
11. Conduct Geological, Geotechnical and Hydrogeological (Geophysical Prospecting, if required) investigations including drilling, pits, adits, shafts, if required, field permeability tests and other field tests. Geostuctural survey of the project site, the reservoir, and the downstream will be carried out using 1:1000 topographical survey maps. The scale may be increased locally where required and backed up with the necessary cross sections. The Consultant shall prepare bid documents for the Geotechnical Investigations to be let as a subcontract. Supervise at all times the works of the subcontractor at field, office and at laboratory, and check and process of his payment invoices. The Consultant will be fully responsible for the execution of the subcontracted works.
12. The Consultant shall carry out a comprehensive assessment of all water resources in Wala and Heidan catchments (surface and underground) including water quality.
13. Conduct reliable Hydrological and Hydrogeological studies with emphasis on the underground water regimes to:
 - a) Determine the stored and recharged waters final destination(s) and uses (surface and underground waters) and determined locations for new well field to extract the recharged water.
 - b) Evaluate the additional reliable annual water yield (surface and underground waters) from the raising of the Dam.
 - c) Assess the probable rates of sedimentation in the reservoirs and the sedimentation mitigation measures to be considered.
 - d) Assess the quality of the water (chemical & biological) flowing in the wadi and in the underground (recharged water).
 - e) Undertake reservoir operation studies in order to determine the optimum height of the Dam after raising.
 - f) Provide detailed flood estimates for spillway design, the floods' return periods for the design of the spillways and Wadi diversions (if applicable), and the draw off capacities.
 - g) Furthermore, to prepare the corresponding reservoirs' capacities and areas at 1cm intervals of height above riverbeds.
 - h) Prepare a mathematical model for surface and underground water resources and the uses of surface and underground water in Wadi Wala and Wadi Heidan.
14. The Consultant using his own staff, equipment, and related resources shall carry out all non sub-contracted investigations, as well as all other necessary survey works. The results of surveys and investigations shall be recorded, analyzed, and interpreted by the Consultant with a view to bring out the significant conclusions reached in respect of the design parameters, construction methods, and quality control. By the completion of the different surveys, investigation works and the corresponding analysis, the conclusions shall be submitted to the Employer in the form of a report.
15. The Consultant shall conduct at his own cost topographic and geographic survey and mapping. The topographic survey for the site and the reservoir will be carried out at a suitable scale. The Consultant shall prepare contour maps based on topographic surveys covering the construction site, ancillary structures and the reservoir areas. Maps shall include areas of land that might be flooded by the proposed reservoir and areas within, and in the vicinity of the flood control and water storage structures and reservoirs that are prone to erosion and instability.
16. For the purpose of land acquisition and negotiating the rights of way, the Consultant shall determine and assist the Employer in the expropriation of the areas of land to be acquired for construction of the project, and locate the positions of borrow and disposal areas on available cadastral maps.
17. Evaluate the foundation suitability for the raising of the existing Wala Dam.

18. Evaluating the local materials with respect to their availability and suitability for use in the raising of the existing Wala Dam.
19. Set Design and Safety Criteria complying with current state-of-the art technology, and set a Preliminary Design for the different height and type raising alternatives including Design Report and design calculations for the raising of Wala Dam, with respect to the safety and integrity of the Dam during raising and operation (Special attention is required to be given to the protection of people and property at down-stream area).
20. Establish the required criteria for the preliminary design, which will set out the method for optimizing the reservoir's capacity and yield, the spillway capacity. It will include, but not limited to, the standards, codes of practice and references to be used in the design, the loading conditions for the dam analysis, and the appropriate factors of safety.
21. The Consultant shall assess and evaluate the effects of the project on the environment in accordance with the Ministry of Environment regulations.
22. The Consultant shall optimize the raising height alternatives in order to choose the most technically and economically feasible height of the dam.
23. The Consultant shall conduct Preliminary Designs and Cost Estimates. The Consultant shall prepare the preliminary design of the **selected variants for preparing the Conceptual Design Report** of the Project. The designs shall be based on the conducted surveys, studies, tests and investigations and shall be in sufficient details as to define the type, size, capacities, layouts and dimensions of the various components of the raised Dam. The preliminary design shall be in sufficient detail to enable the Consultant to proceed immediately with the preparation of detailed final design and contract documents. The reports shall present the records and interpretation of geological, geotechnical, topographic, hydrological, water quality and hydrogeological data, design criteria, 3D thermal analysis for the RCC part (if any), design assumptions and results of design computations including stability analysis together with exhibits defining the major dimensions of all project components. The estimated cost of selected variants of the project shall be based on quantity surveys of the work.
24. Conduct Cost Estimate and Financial Requirement. The cost estimate of the project and its components shall be made in sufficient detail. Cost Estimates shall be based on quantity surveys of the works and in accordance to similar and current prices of similar projects or price of local market prevailing at the time of tender preparation.
25. The effects of the project shall be identified in terms of positive effects (benefits) and negative effects (costs). These effects shall be quantified and their magnitudes estimated to include direct and indirect economic benefits, cost shall be derived from optimization of dam's selected heights and water quality for use in various domains such as for recharge, irrigation, municipal and industrial uses.
26. The costs and benefits will be transformed into annual streams taking into account the life of the project, the investment time schedule, the discount rate, maintenance cost etc.....
27. The consultant shall calculate Cost / Benefit Rate, the Internal Rate of Return (IRR) and Net Present Value (NPV) for the selected alternative (for deferent scenarios and discount rates).
28. Conduct Economic and Financial Feasibility Study in a methodology that meets the International Donor's requirements.
29. The consultant has to elaborate his own judgment and recommendations based on his own studies and analysis, and also the consultant is requested based on his judgment to address clear and pure conclusion regarding the feasibility of the implementing the raising of the dam to coincide with the main concerned of the Employer.
30. The deference between the project cost estimated in the feasibility study (Phase A) and the project cost estimated according to the final design (Phase B) should be minimal (not exceeding 5%), otherwise the Consultant should revise the Feasibility Study according to Phase B cost estimate, and if in the opinion of the Employer the project become not feasible, then no payment for phase B will be made to the Consultant.

II. 6 REPORTING WORKS

The Consultant should submit the following Phase A reports:

II.6.1 The Reconnaissance Report:

The Consultant, within (75) days of commencement date, shall submit (6) copies of the reconnaissance report showing the following:

- a) The Consultant's findings from his field reconnaissance through Wadi Wala and Wadi Heidan.
- b) The Consultant's review and appraisal of the available data, studies and reports related to the existing Wala Dam.
- c) The Consultant's comprehensive assessment of water resources (surface and underground), water quality, topographical, environmental, agricultural, land use, sediments, geological, hydrogeological and meteorological characteristics of Wadi Wala and Wadi Heidan catchments.
- d) The additional data, field tests, field work, site investigations, laboratory tests required to proceed with the study.

The report and documents will be reviewed and commented by the Employer within three weeks after the date of the submittal.

II.6.2 The Draft Feasibility Study Report:

The Consultant, within (200) days of commencement date, shall submit (6) copies of the Draft Report for Technical, Economic and Financial Feasibility Study including a Preliminary Design , Cost Estimates for the deferent raising alternatives (height and type) and **Surface and underground water mathematical model**. The Report shall be based on all works and studies carried out by the Consultant for the raising of Wala Dam.

The Report shall contain, but not necessarily limited to:

- A Summary.
- The Draft Technical, Economic and Financial Feasibility Study for the deferent height and type raising alternatives. The findings, conclusions and the recommendations. It shall be based on the review, appraisal, and initial analysis of the previous studies and data, supplemented by any additional studies and results of surveys and site investigations, which the Consultant may have carried out during the preparations of preliminary design.
- The Preliminary design report for the deferent height and type raising alternatives containing drawings, design Criteria and computations including detailed cost estimates for the deferent height and type raising alternatives based on estimated quantities and costs of the components of the works, with justification and analysis of rates employed in the estimates.
- **Surface and underground water mathematical model (quantity and quality) showing the final destination and the quality (surface and underground) of the inflowing into the reservoir flow.**

The report and documents will be reviewed and commented by the Employer within three weeks after the date of the submittal.

II.6.3 The Final Feasibility Study Report:

The Consultant, within (240) days of commencement date, shall submit (15) copies of the Final Technical, Economic and Financial Feasibility Study and Preliminary Design Report.

II.7 REMUNERATION AND METHOD OF PAYMENT FOR PHASE A

II.7.1 Currency of Payment

Payments shall be made in Jordanian Dinars.

II.7.2 Payment Procedures

For each payment, the Consultant shall submit (3) original copies of the invoice as well as supporting documents to the Employer. Payment of the invoice shall be made within 60 Days of the date of receipt of each invoice.

II.7.3 Contract Price

The Contract price for Phase A shall consist of:

Lump Sum amount (for fees and head office support) of the entire Phase A consulting services including the sales tax and excluding the cost of Geotechnical site investigations and laboratory testing.

Provisional sum amount of 100000 JD is allocated for Geotechnical site investigation and for laboratory testing based on a priced Bill of quantities executed by the sub-Contractor of the site investigation and approved by the consultant.

II.7.4 Payment for Consultant's Services

PAYMENT SCHEDULE: - PHASE A-

THE PAYMENT OF THE LUMP SUM AMOUNT SHALL BE MADE UPON SUBMISSION AND APPROVAL BY THE EMPLOYER OF:

- 1. The Reconnaissance Report 20% of the L.S.**
- 2. The Draft Feasibility Study Report 40% of the L.S.**
- 3. The Final Feasibility Study Report: 40% of the L.S.**

The cost of the Geotechnical investigations and laboratory testing will be paid by interim payment(s) based on the progress of works and actual measured quantities of the works in accordance with the prices tendered by the sub-Contractor and approved by the Consultant.

TABLE (B - 1) ¹

SCHEDULE OF FEES AND EXPENSES TO BE PROVIDED BY THE CONSULTANT AT PHASE (A) –
PREPARING TECHNICAL, ECONOMIC AND FINANCIAL FEASIBILITY STUDY (INCLUDING
PRELIMINARILY DESIGN) FOR THE CONSTRUCTION OF RAISING OF WALA DAM

Item Nr. and description	Unit	Unit Rate JD	Quantity	Amount JD	Category
A	Fees for Staff				
1	Project Manager / Dam Design Specialist /International Firm	M/M			I
2	Dam Design Engineer/ International Firm	M/M			I
3	RCC Specialist				I
4	Geotechnical & Grouting Eng./ International Firm	M/M			I
5	Geologist/ International Firm	M/M			I
6	Hydrogeologist and Water Resources Engineer/ International Firm	M/M			I
7	Hydrologist / local Firm	M/M			II
8	Environmental Specialist/ local Firm	M/M			II
9	Electrical /Mechanical Engineer/ local Firm	M/M			II
10	Economist/ local Firm	M/M			II
11	Survey Team/ local Firm	M/M			IV
12	Drafts man	M/M			V
	Sub - Total A				
B	Head Office Support Services Fees	L. S			
C	Geotechnical Investigations and Laboratory Testing	P. S		1	100000
	Total Price (A+ B+ C) =				

¹ Should be filled by the Consultant

Notes:

1. For Staff Category Classification see **APPENDIX B**
1. The Consultant shall submit a detailed breakdown for the supporting services.
2. The sales tax (16%) shall be included in the above-mentioned fees and expenses.

3. M/M is manpower per month.
4. JD is Jordan Dinar.
5. L. S. Lump Sum
6. P. S Provisional Sum

SECTION III

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR PREPARING THE DESIGN REPORT AND FINAL TENDER DOCUMENTS FOR RAISING OF WALA DAM (PHASE B).

III.1 Objectives:

Subjected to the Employer issuing a written authorization to proceed with the Phase (B). The execution of Phase (B) will be subject to the conclusions of Phase (A).

The proposed Phase B study aims to prepare the Final Design and Final Tender Documents for the construction of Raising of Wala Dam.

These duties are include, but not limited to, the following:

- Carrying out **the Final Design** for Raising of Wala Dam and its corresponding components and all other required related facilities such as recharge wells, filter plants, roads, buildings, required acquisitions, fences...etc.
- Preparation of the Draft and Final Tender Documents for the Construction of the dam project.
- Preparing **Final Design, Final Design Report, Design Calculations and Drawings** for the works and supplies for tendering purposes.
- Preparing Final Tender Documents for the works and supplies according to national and /or international standards.

III.2 - SCOPE OF CONSULTANT'S SERVICES (Phase B):

III.2.1 – Detailed Final Design:

The Consultant shall prepare the Detailed **Final Design** of the various components of the project in such details that the nature and scope of work as designed would minimize the possibility of revisions or substantial alternations during execution of the works.

The **Detailed Design shall** be prepared in accordance with the internationally recognized standards and should be consistent with the Jordanian standards and guidelines.

The Design of each components of the project and of each ancillary structures shall include complete and detailed drawings, design criteria, design calculations, computations of stability of hydraulic structures and foundations, including the mechanical and electrical components of the project.

The drawings to be prepared shall be such that they can be employed adequately for construction without resorting to preparation of additional principal drawings or schedules.

Before finalization and printing of the design report, the Consultant shall submit the **Draft Final Design Report for review by the Employer along** with the detailed design calculations, and justification memorandum for the design of each component of the project in order to facilitate **the design to be reviewed by the Employer.**

However, the transmittal of these calculations and **Design Report** to the Employer and the acceptance by the later does not diminish in any way the responsibility of the Consultant concerning the correctness of his design and the safe behavior of the constructed project.

III.2.1.1 - Notes that should be considered in the raising design:

1. The assurance of safety of all components of the project during and after construction.
2. Different cases of static (horizontal water pressure, sediment pressure and uplifting pressures in addition to the weight of the dam) and dynamic (OBE & MCE) loading conditions should be clearly specified in the calculation of factors of safety in the stability analysis, and finite element analysis for determination of principle stresses.
3. Optimization of U/S and D/S slopes of the dam at different sections to minimize the amount of materials used and to optimize the required works (excavated and filled volumes...etc.).
4. Check the reservoir side slops stability.
5. Check the possibility of horizontal and vertical seepage from the abutments.
6. Accurate determination of different strength parameters of the dam body such as; compressive, tensile, shear strength ...etc, and of the foundation such as; Elastic modules, (static and dynamic), cohesion, angle of friction. ...etc.
7. Detailed testing schedule and accurate determination of materials properties available at the site and that will be used in the raising construction.
8. Using a free flow spillway, for the dams, is preferable to the use of a controlled spillway.
9. The use of a Multi-level intake structure.

10. Stability of excavated slopes on the abutments during construction and operation, and under different loading conditions including rapid draw down.
11. Detailed quality control program for all works during construction.
12. Detailed method statement and proposed schedule of works.
13. All components of the project will be designed in accordance with internationally recognized practices to meet the loading conditions during and after the construction period.
14. Static and pseudostatic analysis for all loading cases using 2 dimensional conventional and finite element methods to determine the principle stresses and the stability factors of safety will be performed.
15. The bond between the RCC layers, cold joints and surface preparation should be determined and specified accordingly.
16. Quality control parameters of the RCC during construction should also be included in the technical specifications.
17. The possibility of using CVC or other alternatives for the upstream and downstream faces of the RCC dam, if appropriate, should be included in the specification.
18. Measures to be taken related to seepage between RCC blocks or different structural elements, it should be included in the specification.
19. Existing information and material properties, especially those of Limestone aggregates, cement, Pozzolan and admixtures, as well as RCC mix designed in addition to the Laboratory testing to verify the mixture with Limestone aggregate from the site.
20. Based on the existing information, design parameters of the foundation such as elastic modules, cohesion and angle of friction should be determined.
21. Measures should be taken to eliminate the thermal effect on RCC during construction and should be included in the design and in the specifications.
22. The consultant is requested to study the horizontal and the vertical permeability of the reservoir rims and the final destination of the recharged water, and the consultant is requested to interpret and analyze these concerns comprehensively and the effect of the sediment on natural infiltration rate from the reservoir.
23. The consultant shall be aware of the sources of potential contaminants in the region, such as waste disposal, agriculture,.....etc.
24. The consultant is requested to define out the quality of the water by the level of its physical, chemical and biological impurities.

III.2.2 Tender Documents and Tender Drawings:

The Consultant shall prepare Tender Documents and Drawings for the construction of each component of the project and its appurtenant structures, which shall include the following:

- The General Conditions.
- The Special Conditions.
- Information to Tenderers.
- Instructions to Tenderers and Forms.

- The Technical Specifications.
- The Bill of Quantities.
- The Tender Drawings.
- Priced Bill of quantities (one copy)

The Documents and Drawings shall be in sufficient details that would allow full and clear description of the nature, scope, and quality of work required to be performed under the Construction Contract.

The number, scale, and detail of the drawings which will form part of the bidding documents package, shall be sufficient to enable those tendering to interpret correctly the design of the works, to prepare competitive tenders, and shall be adequate to serve as construction drawings for the execution of the works.

The Tender Documents and Drawings shall be submitted by the Consultant in draft form, for approval by the Employer before finalization.

The Consultant shall submit along with the Final Tender Documents, a Confidential Priced Bill of Quantities accompanied by a detailed analysis for all rates. The Unit Prices to be used in the Confidential Priced Bill of Quantities should be thoroughly analyzed in detail and based on competitive prices prevailing in the local market at the time of tender preparation.

Tender Documents shall include a predicted construction schedule of works, method statement, and all possible resources needed for an ideal implementation of the project.

III.2.3 Cost Estimate and Financial Requirement:

The cost estimate and financial requirements of the project and its components shall be made in sufficient detail. Cost Estimates shall be based on quantity surveys of the works and in accordance to similar and current prices of similar projects. Financial requirements shall be defined accordingly in the time domain.

III.3 Reporting and Document Requirement:

- **Draft Design Report and Design Calculations shall** be submitted in (6) copies within **75** days from the commencement of Phase B services, including three weeks for the Employer's review for this Report.
- The **Final Design Report and Design Calculations shall** be submitted in 10 copies within 120 days from the commencement of services.
- Draft Tender Documents and Tender Drawings shall be submitted in (6) copies after (75) days from commencement of service, including three weeks for the Employer's review for these Documents.
- Final Tender Documents and Drawings shall be submitted within (120) days from the commencement of services. They include for each Dam the following:
 - The Tender Documents and Reduced size Tender Drawings, in (25) copies and (25) copies on a CD disk.

- Two reproducible full size copies of the Final Tender Drawings, including CADD files on CD and GIS format.
- Confidential priced Bill of Quantities (1) copy and one copy on CD disk.

III.4 REMUNERATION AND METHOD OF PAYMENT FOR PHASE B

III.4.1 Phase B Contract Price

The Contract price shall consist of:

Lump Sum amount of the entire consulting services including the sales tax.

III.4.2 Currency of Payment

Payments shall be made in Jordanian Dinars.

III.4.3 Payment schedule – Phase (B):

The payment of the Lump sum amount shall be made upon submission and approval of :

- The Draft Final Design Report 20% of the L.S.
- The Final Design Report 20% of the L.S.
- The Draft Tender Documents 20% of the L.S.
- The Final Tender Documents 30% of the L.S.

And after award of the contract or the elapse of six months from the submittal of the final design and tender documents, whichever comes first 10% of the L.S.

III.4.4 Payment Procedures

For each payment, the Consultant shall submit (3) original copies of the invoice as well as supporting documents to the Employer. Payment of the invoice shall be made within 60 Days of the date of receipt of each invoice.

TABLE (B - 2)¹

SCHEDULE OF FEES AND EXPENSES TO BE PROVIDED BY THE CONSULTANT AT PHASE (B) - DESIGN THE RAISING OF THE DAM AND PREPARE FINAL DESIGN REPORT AND FINAL TENDER DOCUMENTS

Item Nr. and description	Unit	Unit Rate JD	Quantity	Amount JD	Category
A	Fees for Staff				
1	Project Manager / Dam Design Specialist /International Firm	M/M			I
2	Dam Design Engineer/ International Firm	M/M			I
3	RCC Specialist/ International Firm	M/M			I
4	Geotechnical & Grouting Eng./ International Firm	M/M			I
5	Contract Engineer / Local Firm	M/M			II
6	Geologist/ International Firm	M/M			I
7	Electrical /Mechanical Engineer/ Local Firm	M/M			II
8	Drafts man	M/M			V
	Sub - Total A				
B	Head Office Support Services Fees				
	Total Phase B Price (A+ B) =				

¹ Should be filled by the Consultant

Notes:

2. For Staff Category Classification see **APPENDIX B**
1. The Consultant shall submit a detailed breakdown for the supporting services.
2. The sales tax (16%) shall be included in the above mentioned fees and expenses.
3. M/M is Manpower per Month.
4. JD is Jordan Dinar.
5. L.S. Lump Sum

APPENDIX A

EXPERIENCE AND QUALIFICATION:

ATTACHMENT A1: RELEVANT DAM PROJECTS.

ATTACHMENT A2: GENERAL INFORMATION.

ATTACHMENT A3 SITE ORGANIZATION.

ATTACHMENT A1: RELEVANT DAM PROJECTS

Table (A-1) Relevant Dam projects for which Similar Consultancy Services was provided in last (10) years

Project Name	Employer	Consultancy Services (1)	Description and Location(2)	Contract Price (3)	Percentage Participation	Contract Period	Commencement Date(4)	Completion Dated(4)	Reason for Delay (if any)

(1) - P- Pre feasibility, F- Feasibility, D- Final Design & Tender Documents, C- Construction Supervision

(2) - Include following information – Dam type, Dam height, Volume of fill/concrete, Reservoir capacity.

(3) - Include construction contract price and Consultancy contract price.

(4) –Detailed consultancy services information and certificates should be attached.

ATTACHMENT A 2: GENERAL INFORMATION

- 1. Name of the Company:
- 2. Address:
- 3. Telephone:
- 4. Fax:
- 5. Registered Office Address:
- 6. Other Address:

Other address to which communications regarding information are to directed if different from the above.

7. Organization Structure

7.1 Description of Company:

7.2 Place and date of registration:

7.3 Organization Chart:

Attach current organization chart showing the structure within the company.

8. Personnel

8.1 Number of Staff

Number of staff within the Company

A) Total:

B) Technical:

C) Administrative:

ATTACHMENT A 3

SITE ORGANIZATION CHART

TABLE (B - 3) SUMMARY OF CONSULTANCY SERVICES COSTS

No.	ITEM	AMOUNT J.D.
	PHASE (A) Lump Sum Amount	
A1	Fees for Staff for Phase (A) L. S.	
A2	Head Office Support for Phase (A) L. S.	
A3	Site Investigations and Testing Provisional Sum	100000
	Sub Total for Phase (A)	
	PHASE (B) Lump Sum Amount	
B1	Fees for Staff for Phase (B) Lump Sum.	
B2	Head Office Support for Phase (B) Lump Sum.	
	Sub Total for Phase (B)	
	Total for Phases A and B	

TABLE (B - 4) BREAKDOWN OF COSTS

Table (B - 4) - Breakdown of Man Month Rates:

Firm:

Currency: Jordan Dinar.

1	2	3	4	5	6	7	8	9
Personnel category (Ref. Attached Classification)	Position	Basic Salary Per Month	Over Heads (% of 3)	Sub Total (3+4)	Fee (% of 5)	Rate Per Month for Home Office (5+6)	Overseas Allowance	Rate per Month for Field Work (7+8)

APPENDIX B

CLASSIFICATION OF STAFF

Category	QUALIFICATION/TASKS
I	<p>Highly qualified staff member having had advanced professional training and a thorough general education, recruited for management, study and design activities calling for initiative and ability to master large projects and complex, constantly evolving tasks. At least twenty five years of general experience, and minimum ten years of applicable experience in designing Earth fill and RCC Dam projects (at least working in six completed Dam Projects) for the Project Manager, Dam Design Engineer, RCC Specialist, Geotechnical & Grouting Engineer, Geologist. For the Hydrogeologist and Water Resources Specialist and the Hydrologist a minimum ten years of strictly applicable experience is required (at least 6 similar studies).</p>
II	<p>Senior staff member, project leader or adviser to a category I staff member, responsible for complex tasks of execution or design calling for Substantial professional training.</p> <p>At least fifteen years of general experience is required and minimum ten years of strictly similar experience in required (at least 6 similar studies)..</p>
III	<p>Experienced staff member (with a university degree) entrusted with tasks related to his specialty performed under guidance from, and occasional supervision by, a superior, At least twelve years of general experience is required, and minimum eight years of applicable experience in Dam projects (at least in five Dam Project is required).</p>
IV	<p>Experienced staff member with a university degree entrusted with tasks related to his specialty performed under guidance from, and occasional supervision by, a superior, At least five years of general experience is required.</p>
V.	<p>Staff with intermediate level education, responsible for specific activity under the supervision of a superior. At least five years practical experience is required.</p>

APPENDIX C

CRITERIA FOR TECHNICAL EVALUATION OF THE INTERNATIONAL CONSULTANT'S PROPOSALS FOR PROVIDING CONSULTANCY SERVICES FOR RAISING OF WALA DAM

A. Score Assignments:

No		Marks
I	Applicable Experience of Firm	0 - 24
II	Methodology	0 - 22
III	Quality of Personnel	0 - 54
Total		0 - 100

Note: The financial proposals for the tenderers whom technical proposals are accepted will be opened. The other financial proposals will be returned unopened.

DETAILED EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

I	Applicable Experience of the Firm in the Last 10 years	
I - 1	Two Large Earth Fill Dams (Feasibility and Design)	10 Marks
I - 2	One Large Earth Fill Dam (Feasibility and Design)	6 Marks
I - 3	Two Large RCC Dams (Feasibility and Design)	10 Marks
I - 4	One Large RCC Dam (Feasibility and Design)	6 Marks
I - 5	Two Large Earth Fill and RCC Dams (raising or rehabilitation)	4 Marks
I - 6	One Large Earth Fill and RCC Dam (raising or rehabilitation)	2 Marks
TOTAL I		24 Marks

Minimum one large earth fill dam and one Large RCC dam (Feasibility and Design) is required for Consultant's participation in this tender.

II	Methodology	
II - 1	Detailed description for carrying the field reconnaissance through Wala Dam and its appurtenant structures, Wadi Wala and Wadi Heidan catchments to establish a database for the study purposes.	2 Marks
II - 2	Detailed description for carrying out the review of the existing geological, geotechnical, laboratory results, hydrogeological studies, reports and instrumentation data.	2 Marks
II - 3	Detailed description for carrying out the mathematical model for surface and underground water resources and uses in Wadi Wala and Wadi Heidan.	4 Mark
II - 4	Detailed description for carrying out the updating of the Geological Studies and Site Investigations.	2 Marks
II - 5	Detailed description for carrying out the studies to determine the suitability of the dam body and the abutments for raising.	2 Marks
II - 6	Detailed description for carrying out the studies to determine the Dam's optimum height.	2 Marks
II - 7	Detailed description for carrying out the Economic and Technical Feasibility.	2 Marks
II - 8	Detailed description for carrying out the Design and the Tender Documents.	2 Marks
II - 9	Detailed description for carrying out the construction management during raising while keeping the Dam in normal operation condition.	2 Marks
II - 10	Presentation of quality control procedure.	1 Mark
II - 11	Detailed description for carrying out the Employer's Engineers training at the Consultant's Head Office.	1 Mark
Total II		22 Marks

III	QUALITY OF PERSONNEL	
1	Project Manager/Dam Design Specialist (Category I) / International Firm	8 Marks
2	Dam Design Engineer (Category I) / International Firm	6 Marks
3	RCC Specialist (Category I) / International Firm	6 Marks
4	Geotechnical & Grouting Engineer (Category I) / International Firm	6 Marks
5	Geologist (Category I) / International Firm	6 Marks
6	Hydrogeologist and Water Resources Specialist (Category I) / International Firm	7 Marks
7	Hydrologist (Category I)) / Local Firm	3 Marks
8	Environmental Specialist (Category II)) / Local Firm	3 Marks
9	Economist (Category II)) / Local Firm	3 Marks
10	Contract Engineer (Category II) / Local Firm	3 Marks
11	Electro Mechanical Engineer (Category II)) / Local Firm	3 Marks
	Total III	54 Marks

NOTE 1:

For Category classification see Attachment (B) Classification of Staff.

NOTE 2:

Marks for Personnel will be divided as follows:

Qualifications and General Experience	20%	of the Marks
Applicable experience	80%	of the Marks

NOTE 3:

- Large Dam:
 - Height > 50 M
 - Capacity > 10 MM³
 - volume > 1.0 MM³ of Fill (for earth fill dams).
 - volume > 0.2 MM³RCC (for RCC dams).
 - Cost > 20 M US \$

- ***IF THREE OF THE ABOVE ITEMS ARE MET, THEN PROJECT IS CONSIDERED AS LARGE DAM.***

Appendix D: JOINT VENTURE AGREEMENT FORM

JOINT VENTURE AGREEMENT

اتفاقية ائتلاف

It is agreed on this day..... of..... 2011 between:-

تم الاتفاق في هذا اليوم الموافق / / 2011 فيما بين :

..... Represented by Mr.....

..... ويمثلها السيد

..... Represented by Mr.....

..... ويمثلها السيد

- 1- To form a joint - venture to execute the works specified in the Contract of the Central Tender No. (/) which was signed or to be signed with the Employer. (على تشكيل ائتلاف فيما بينهم لتنفيذ أشغال عقد العطاء المركزي رقم (/) المتعلق ب..... المبرم أو الذي سوف يبرم مع صاحب العمل.
- 2- All parties of the J/V shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract, and they are jointly and severally responsible for all works related to tender no. (/) and the contract pertaining thereto. Should one party fails or delays to perform its obligations either partially or totally, it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same standards specified by the contract . 2- يلتزم جميع أطراف الائتلاف بإنجاز جميع الأشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومتكافلين في مسؤولياتهم نحو صاحب العمل فيما يخص كافة الأشغال المتعلقة بالعطاء رقم (/) والعقد الخاص به. وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسؤوليات المناط به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و / أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.
- 3- The parties to the J/V nominate as leader of the J/V. Any correspondence between the Employer and the parties to the J/V shall be addressed to such leader. 3- يعين أطراف الائتلاف رئيساً للائتلاف لإدارة العطاء رقم (/) ، وأي مراسلات تتم بين صاحب العمل والائتلاف توجه إليه.
- 4- The parties to the J/V nominate Mr..... as a representative of the leader and he is authorized to sign on behalf of the J/V all documents and contracts related to tender no. (/) , and to represent the J/V before all competent courts and non official bodies in all contractual, administrative , financial and legal issues related to tender No. (/) and the contract pertaining thereto. 4- يسمي أطراف الائتلاف السيد..... ممثلاً لرئيس الائتلاف وهو مفوضاً بالتوقيع نيابة عن الائتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم (/) ويتمثيل الائتلاف أمام المحاكم المختصة والدوائر الرسمية وغير الرسمية في كافة الأمور العقدية والإدارية والمالية والقضائية المتعلقة بالعطاء رقم (/) والعقد الخاص به.
- 5- The parties to the J/V have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over as per the conditions of taking over specified in the Tender / Contract documents . 5- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء الأشغال المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسؤولياتهم تجاه صاحب العمل قائمه إلى حين تسليم الأشغال استلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد / العطاء.
- 6- This agreement is written in both Languages Arabic and English should any difficulty of interpretation arise the Arabic text shall be considered the authentic. 6- حررت هذه الاتفاقية باللغتين العربية والإنجليزية 0 في حالة نشوء أي اختلاف في تفسير أي من بنودها تعتبر لغة العقد المعتمدة هي اللغة العربية وملزمة للطرفين.

الطرف الثالث

الطرف الثاني

الطرف الأول

Third Party

Second Party

First Party

Signature of the Authorized Person.....

.....

.....

توقيع الشخص المخول بالتوقيع قانونياً

Seal

.....

.....

الخاتم المعتمد

تصديق كاتب العدل Notary Public Certification