

CONTRACT AGREEMENT BOOK FOR CONSTRUCTION PROJECTS

(PART 2- SPECIAL CONDITIONS)

**Project Name: Mafraq Governorate Miscellaneous water distribution
Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee
alqademeh)**

Tender No: T/13DBI/91D/AM1/AS1/Mafraq/EU MADAD WASH/14082018

A- Instructions to Tenderers

B- Special Conditions

C- Forms of Tender, Guarantees, Agreements and Data

This part of the unified Contract Agreement Book is considered complementary to the General Conditions part one, and the following Conditions shall be considered as Particular Conditions of this Contract.

Whatever stated in these Particular Conditions such as addition, deletion or amendment to the General Conditions Clauses shall prevail and to be taken into account to the extent that clarifies or adds or amends these Clauses

The Arabic version of the Special conditions Prevails to the English in case of discrepancy.

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A- Instructions to Tenderers

**Replaced with the information in the ACTED's instructions to
bidder's format**

Preparation and Submission of Bids

Submission of Bids:

(3) Anyone who wishes to participate in this Tender shall visit the Site of Work and become acquainted with it and shall obtain, by himself and at his own responsibility, all expenses of information required to submit his Bid, and to understand its nature, the circumstances pertaining to the project, all local customs, Work conditions and all other matters related to the Tender or those which affect the pricing of his Bid. The launch of the tender is set for 14/08/2018 Date for the site visit will be arranged between 28/08/2018 and 30/082018 from the meeting point will be mentioned in the T.O.R. Details of the attendees need to be provided in advance of the site visit.

- a. The Bid shall be submitted using the Letter of Tender included in this book, the Bidder shall fill in the forms, the Bill of Quantities and rates, any other schedules or addenda and shall sign the Tender Documents in the specified places.
- b- The unit prices in the Bill of Quantities shall be filled out in numbers and in words in a clear manner. All pages of the Bill of Quantities will need to be signed and stamped.
- c- It is not permissible to make any amendments to the Tender Documents by the Bidder, if the Bidder makes any amendment or if he violates any of these Instructions, this will lead to the rejection of his Bid.

But if the Bidder wishes to submit an alternative Bid, he could submit that in a separate letter attached to the Bid, provided that he submits the original Bid as required in the conditions and the concerned Tenders Committee has the right to consider his alternative Bid or reject it.

(4) The Bidder shall submit his Bid in accordance with the manner required in these Instructions and the Invitation to Tender and the Bid shall include the following information:

- a. The status of the Tenderer's firm, the letter of authorization to the person empowered to sign in his behalf, and if there is a partnership in the form of a joint venture, then the companies who are part of the joint venture shall submit the joint venture agreement jointly and severally (binding them both and each) and the parties to the joint venture shall sign the Bid and submit the Guarantees and Securities in their names jointly.
- b. Experience and qualifications of the Bidder, description of Projects previously executed, and the Projects currently under construction, stating its actual executed percentage in real figures.
- c. State the names of the Subcontractors he intends to employ in the execution of the Work, provided that he nominates the Electromechanical Works Subcontractor,

provided that this nominated Subcontractor shall be classified in the same grade as the main Contractor or in the subsequent lower grade.

- d. Submit with his Bid a Financial Guarantee or a certified check to the interest and to the order of the Employer in the amount specified in the (Appendix to Tender) as an indication of his seriousness to participate in the Tender, this Guarantee shall be issued by a bank or a financial establishment each of them licensed to work in Jordan.

These Guarantees shall be returned to Bidders who are not awarded the Tender as may the concerned Committee decides within (7) days from the date of the Tender award or the expiry date of the Tender Guarantee whichever comes first. The Tender Guarantee of the successful Bidder shall be returned after submitting the Performance Guarantee and signing the Contract.

But if the Bidder is from a country where Bonds are used, then the Bidder shall submit a prior request to the Employer to know if such Bonds are acceptable in all circumstances. Such Bonds shall be ratified by local banks upon submitting them.

- e- The Bidder's full formal address: If the head office of the main Bidder is outside Jordan, he shall specify an address in Jordan to be considered as his formal address to which all correspondence and notifications to be sent to. Any notice or letter sent by registered mail to this address shall be considered as if it has been handed to him.

- f, Submit a price analyses of the main items specified in the Tender showing the cost of materials, plants, workmanship, administrative overheads, and profits to execute all Work items in full.

- g- Any other information or data shall be submitted by the Bidder or attach it with his Bid if it is requested in accordance with the Additional Particular Conditions, or the Particular Specifications or these Instructions.

- (5) The prices quoted by the Bidder against the items in the Bill of Quantities shall be considered to be the total value of the Work for each of these items and its execution and remedy of any defects therein according to the Contract, it also includes preliminary works (unless separate items provided for the preliminary works in the Bill of Quantities.)

(6) Clarification of Ambiguity:

If there is any ambiguity or contradiction in the Tender Documents or if there is a need to clarify any ambiguity in the Tender Documents, the Bidder shall submit a request in writing to: jordan.tender@acted.org, Cc tender@acted.org to clarify any ambiguity at a date not later than (7) days prior to the date specified for opening the Bid. Answers to enquiries shall be distributed in writing to all participating Bidders and it is not permissible to consider such clarification to be taken as a justification to request extension of the time set for submission of Bids.

(7) Submission of Bids:

- a- Bids shall be submitted complete in a sealed envelope marked on the outside,

Tender number (T/13DBI/91D/AM1/AS1/Mafraq/EU MADAD WASH/14082018) for the Project **Mafraq Governorate Miscellaneous water distribution Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee alqademeh)**

The bids shall be submitted to ACTED main office in:
25 Ahmed Shawqi Street
Jabal Alweibdeh
11195 Amman
Jordan

Or emailed to:
jordan.tender@acted.org, Cc tender@acted.org

- b- Any Bid submitted after the date of submission shall be rejected and returned unopened to the Bidder.
- c- Bids are usually opened in an opening session in the presence of Bidders who choose to attend, unless stated to follow another way in the Invitation to Tender. Bidders that intend to be present in the opening session should notify in advance to Jordan.tender@acted.org, CC tender@acted.org

(8) Bids Bindability:

The Bid submitted shall be deemed binding to the Bidder and may not withdraw this Bid after submission and shall remain binding to the Bidder for a period of (90) days starting from the date of submission of Bids unless a longer period of commitment is specified in the Invitation to Tender.

(9) Currencies of payment and Bid price:

The Bidder shall quote his prices in Jordanian Dinar, unless otherwise provided in the Invitation to Tender. If other currencies of payment mentioned in the Letter of Tender, these currencies and their rate of exchange shall be specified at the Base Date.

Evaluation of Bids and Award of Tender

(10) Evaluation of Bids:

Bids shall be studied and evaluated in accordance to ACTED standard policies.

(11) Methods for Checking Bids:

- a. If an error is found in the Bid or a contradiction between the total sum of any value and what should this total sum be by applying to the unit price. The concerned Committee has the right to amend the total sum according to the application of the unit price; therefore, the total price or the total sum of the Bid shall be amended accordingly.
- b. If the stated figure in numbers differs from that stated in words, then the words shall be considered bidding and the sum shall be corrected accordingly.
- c. If there is any error in any arithmetical operations, the sum shall be corrected and this corrected sum shall be bidding to the Bidder.
- d. If the Bidder did not quote a price to or more than one item, the concerned committee has the right to either reject the Bid or consider these not priced items as being included in the price of other items and the Bidder shall execute them (if awarded the Tender) free of charge.
- e. If the Bidder wrongly quotes a price to an item or in an exaggerated manner, the concerned committee has the right to:
 1. Reject the Bid, or
 2. Amend the prices with the Bidder's consent taking into consideration the current market price and the prices quoted by other Bidders (provided that the total sum of the Bid remains after these amendments equal or less than the sum of the Bid after the arithmetical check).

- (12)** The concerned Tenders Committee reserves the right to ignore any Bid not in compliance with these Instructions and to practice its jurisdiction in accordance with the provisions of the Government Works Regulations (Bylaw) and to award the Tender without being bound to accept the lowest priced Bid. Unsuccessful Bidders shall have no right to claim any compensation from the Employer in concern of this.

Guarantees (Securities)

(13) Performance Security (Performance Guarantee):

The winning Bidder shall sign the Contract within a period of (14) days from the date that he was notified in writing that he was awarded or sole sourced the Tender to him. The Bidder shall submit the Performance Guarantee or a certified check equivalent to the sum of 10% of the total contract value to the Employer upon signing the Contract Agreement according to the attached Form of Guarantee, the amount of this Guarantee issued by a bank or any financial establishment licensed to work in Jordan shall be as specified (in the Appendix to Tender) to guarantee the full execution of the Contract obligations and for payments due on the Contractor in order to fulfill the Contract objectives.

In case the Bidder refuses or fails to sign the Contract Agreement or he is unable to submit the required Performance Guarantee, then, the Employer is entitled to forfeit the Tender Guarantee enclosed with his Bid without resorting to the Judiciary and the Bidder shall have no right to claim for the said Guarantee or for any other compensation in this regard.

(14) Defects Liability Guarantee:

The Contractor shall submit to the Employer upon receipt the Taking Over Certificate, a Defect Liability Guarantee in the amount of 10% of the value of the executed Works, as a Guarantee for completion of outstanding Works and remedying defects for the period stated in the Appendix to Tender, provided that this Guarantee shall be issued by a bank or a financial establishment each of them licensed to work in Jordan. And upon submitting this Guarantee to the Employer, the Performance Guarantee shall be returned to the Contractor.

B-Special Conditions

-Project Description.

**Mafraq Governorate Miscellaneous water distribution Networks
(Alhashimi, Al-Ghadeer AlAbyad, Al Aradee alqademeh)**

- Contractor's Execution Staff

The contractor should provide the following staff with qualifications as follows:

- For water Distribution Network
 1. Contractor Representative
 2. Site Engineer(s)
 3. Inspector(s)
 4. Surveyor(s)
 5. New Graduated engineer(s)

- Temporary Works

- Materials subject to price change

C- Forms of Tender, Guarantees, Agreements and Data

To be filled in using ACTED's standard formats included in the tender documentation.

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Letter of Tender

Project: **Mafraq Governorate Miscellaneous water distribution Networks
(Alhashimi, Al-Ghadeer AlAbyad, Al Aradee alqademeh)**

Tender No:

T/13DBI/91D/AM1/AS1/Mafraq/EU MADAD WASH/05082018

To: Messer's (The Employer): -----

We have visited the Site and become acquainted with its surrounding conditions and we have examined the Conditions of Contract, Specifications, Drawings, Bill of Quantities, Appendix to Tender, the other Schedules and Addenda Nos.....for the execution of the above-named Works. We, the undersigned, offer to execute, complete, hand-over and remedy any defects therein in conformity with this Tender which include all the above-mentioned documents, for a total sum ----- of Or such other sum as may be determined in accordance with the Conditions of Contract.

We accept the appointment of the Dispute Adjudication Board in accordance to 'Chapter Twenty' of the Contract conditions and we shall reach an agreement on assigning it's members according to the Appendix to Tender.

We agree to abide by this Tender for a period of (90) days starting from Tenders submission date and it shall remain binding upon us and may be accepted at any time before the expiration of this period. We acknowledge that the Appendix to Tender forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security in accordance with Clause (4/2) of the Conditions of Contract, commence the Works at the Commencement Date, and complete the Works, hand it over and remedy any defects therein in conformity with requirements of the Tender Documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this "Letter of Tender" together with the "Letter of Acceptance or Decision of award" shall constitute a binding contact between us.

We also understand that you are not bound to accept the lowest or any tender you may receive.

This offer is edited on day ----- month ----- year-----

Bidder's signature: ----- witness: -----

Appendix to Tender

Project: **Mafrag Governorate Miscellaneous water distribution Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee alqademeh)**

Tender No: T/13DBI/91D/AM1/AS1/Mafrag/EU MADAD WASH/14082018

Item	Clause No.	Data
The Employer's Name: Address:	1/1/2/2 and 1/3	ACTED Jordan 25Ahmad Shawqi Street, Jabal Alweibdeh Amman, 11194 - Jordan
The Engineer's Name: Address:	1/1/2/4	
The Contractor's Name: Address:	1/1/2/3 and 1/3	
Tender Guarantee	Instructions	5% of the bid offer in Jordanian Dinars
Defects Liability Guarantee	Instructions	(10%) of the Contract Price
Time for Completion of the Works	1/1/3/3	(90) Days from the Commencement Date
Defects Notification Period	1/1/3/7	(365) Calendar Days
Governing Law	1/4	Jordanian Laws in effect
Ruling Language	1/4	The Arabic Language
Language for Communications	1/4	The English & Arabic Language
Time for access to the Site	2/1	(7) Days after Commencement Date
Amount of Performance Guarantee	2/4	(10%) of the Accepted Contract Amount
Quality Assurance System	4/9	Required
Normal working hours	6/5	(8) Hours a day, (6) days a week. Friday will not be considered a working day unless specific notice is given. The supervising Engineer will be working and available 5 days per week. Working on holidays or Saturdays will not be allowed without the approval of ACTED's Engineering team. If it is necessary to work on holidays and/ outside working hours, the Contractor will pay the cost of over time supervision including the transportation
Time for Commencement of	8/1	(7) Days, this period is considered

Works after Commencement Date		included in the Time for Completion
Amount of Delay Damages	8/7	(150) JD per each delay day
Maximum amount of Delay Damages	8/7	(15%) of the Accepted Contract Amount
The period defined to the Taking Over Committee for the Works	10/1	(28) Days
The Percentage rate to be paid to the Contractor of the disbursed Provisional Sum if it is not stated in the Schedules	13/5-b	(5%)
Table of adjustment data: Materials subject to price adjustment due to changes in cost	13/8	To be indicated according to the list attached to the end of this Appendix
Currency/currencies of payment	14/15	The Jordanian Dinar
Periods for submission of insurance	18/1	Within (7) days from the Commencement Date
Limit of Retention Money	14/3	(10%) of the payment
Maximum limit of Retention Money	14/3	(10%) of the Accepted Contract Amount
Plant and Materials for payment when delivered to the Site	14/5	All Materials and Plant which is incorporated in the Permanent Works
Minimum amount of Interim Payment Certificate	14/6	(15,000) Thousand Jordanian Dinars
Rates of exchange	14/7	
Legal interest rate (financing charges)	14/8	(4%) yearly
Minimum amount of third party insurance	18/3	(25,000) Thousand Jordanian Dinars for each accident
The DAB shall be	20/2	One sole Member/Adjudicator
Date by which the DAB shall be appointed	20/2	Within (28) days from the Commencement Date
Appointment of the DAB if not agreed by the two parties to be made by	20/3	Jordanian Arbitration Society
In case the parties fail to appoint the Arbitrators, the jurisdiction to appoint them shall be	20/6	According to the Jordanian Arbitration Law in force
No. of Arbitrators	20/6	One Member
Arbitration procedural rules	20/6	According to the Jordanian Arbitration Law

Works Sections	It's specific Time for Completion (1/1/3/3)	Delay Damages per each delay day

Form of Tender Guarantee

Project Name: **Mafrq Governorate Miscellaneous water distribution Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee alqademeh)**

Tender No: T/13DBI/91D/AM1/AS1/Mafrq/EU MADAD WASH/14082018

To Messrs.' (The Employer): _____
We have been informed that the Bidder: (Company's Name) _____ is submitting an offer for the above-mentioned project in response to the Invitation to Tender, and whereas, the tender conditions require that the Bidder shall submit a tender guarantee with his offer, and upon his request, our Bank: _____ hereby irrevocably undertakes to pay you the sum of _____ upon receipt by us of your first demand in writing and your written statement (in the demand) stating that:

- a. The Bidder, without your agreement, withdrew his offer after the latest time specified for its submission or before the expiry of its period of validity specified to be (90) days, or
- b. You awarded the Tender to him but he failed to sign the Contract Agreement in accordance with Clause (1/6) of the Conditions of the Contract, or
- c. You awarded him the Tender, but he failed to submit the Performance Guarantee in accordance with Clause (4/2) of the Conditions of the Contract.

Your demand must be received by us before the expiry of the Guarantee validity period determined to be (90) days, after which, it shall be returned to us. This Guarantee is subject to the laws in force in Jordan.

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

Authorized to sign: -----

Date: -----

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Form of Contract Agreement

Project Name: **Mafrq Governorate Miscellaneous water distribution Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee alqademeh)**

Tender No:

T/13DBI/91D/AM1/AS1/Mafrq/EU MADAD WASH/14082018

This Agreement made the ----- day of the (month) -----
(year) -----

Between

The Employer ----- as the First Party

And

The Contractor ----- as the Second Party

Whereas, the Employer desires that the Works known as -----
----- should be executed by the Contractor,
and he has accepted the Bid submitted by the Contractor for the execution and completion of these Works and remedying of any defects therein and to hand it over in accordance with the Conditions of Contract.

The two Parties agree as follows:

1. In this Agreement words and expressions shall have the same meanings as respectively assigned to them in the Conditions of the Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. The Letter of Acceptance -----
 - b. The Letter of Tender -----
 - c. The Addenda nos -----
 - d. The Conditions of Contract (Particular and General)
 - e. The Specifications
 - f. The Drawings, and
 - g. The Priced schedules (Bills of Quantities and other Schedules)
- 3- The Accepted Contract Amount
Time for Completion
4. In consideration of the payments to be made by the Employer to the Contractor as per the Conditions of Contract, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein and to hand it over in conformity with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the Parties hereto have caused this Agreement to be executed the day and year first before written in accordance with laws in force.

the Second Party (the Contractor)
Employer)

the First Party (the

Signature: -----	Signature: -----
Name: -----	Name: -----
Occupation: -----	Occupation: -----
Witnessed by: -----	Witnessed by: -----

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Dispute Adjudication Agreement (for a one person DAB)

Project description: - **Mafrq Governorate Miscellaneous water distribution Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee alqademeh)**

Employer's name: ----- Address: -----
Contractor's name ----- Address: -----
Member's name:: ----- Address: -----

Whereas the Employer and Contractor have entered into the Contract Agreement and desire jointly to appoint the Member to act as a sole adjudicator who is also called the "DAB"

The Employer, Contractor and Member jointly agree as follows:

1. The conditions appended to this Dispute Adjudication Agreement shall be conditions to the Dispute Adjudication Agreement in addition to the following amendments therein:-----

2. In accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:
 - A daily fee of (JD) per day.
 - In addition to other expenditures.
3. In consideration of these fees and other expenditures to be made by the Employer and the Contractor in accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement, the Member undertakes to act as the DAB (as adjudicator) in accordance with this Dispute Adjudication Agreement.
4. The Employer and Contractor jointly and severally undertake to pay the Member, in consideration of carrying out the duties of Dispute Adjudication, the fees and other expenditures in accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement.
5. This Dispute Adjudication Agreement shall be governed by the Jordanian Law.

The Member

The Contractor

The Employer

Witnessed by -----

Dispute Adjudication Agreement
(for each of a three-person DAB)

Project description: -----
Employer's name: ----- Address: -----
Contractor's name ----- Address: -----
Member's name:: ----- Address: -----

Whereas, the Employer and Contractor have entered into the Contract Agreement and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB"

The Employer, Contractor and Member jointly agree as follows:

1. The conditions appended to this Dispute Adjudication Agreement shall be conditions to the Dispute Adjudication Agreement in addition to the following amendments therein:

2. In accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:
 - A daily fee of (JD) per day.
 - In addition to other expenditures.
3. In consideration of these fees and other expenditures to be made by the Employer and the Contractor in accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement, the Member undertakes to act as one of the three persons who are jointly act as the DAB (Adjudicators) in accordance with this Dispute Adjudication Agreement.
4. The Employer and Contractor jointly and severally undertake to pay the Member, in consideration of carrying out the duties of Dispute Adjudication, the fees and other expenditures in accordance with Clause (16) of the Conditions of Dispute Adjudication Agreement.
5. The Member ----- to act as the Chairman of the DAB.
6. This Dispute Adjudication Agreement shall be governed by the Jordanian Law.

The Member

The Contractor

The Employer

Witnessed by -----

Appendix to Dispute Adjudication Agreement

Conditions of Dispute Adjudication Agreement

1. The Member or Members (Adjudicator or Adjudicators) of the DAB shall be nominated within (28) days from Commencement Date of Work, but the DAB shall not commence its duties unless a dispute arises and referred to the DAB.
2. The Employer and the Contractor may jointly agree to terminate the appointment of the Adjudicator (Adjudicators), the appointment period terminates necessarily after the lapse of the Defects Notification Period.
3. The Adjudicator is and shall be impartial and independent of the Employer and the Contractor and upon his appointment shall promptly disclose anything that might affect his impartiality and independence, and he shall disclose at any subsequent time if he becomes aware of any matter that might affect his impartiality and independence and he shall not give advice neither to the Employer nor to the Contractor without informing and the consent of the other.
4. The Adjudicator shall treat the details of the Contract and the DAB's activities and hearings as totally confidential, and not to publish or disclose them without the prior consent of the Employer and the Contractor, and he shall not delegate his duty or use any legal or technical expertise without the prior consent of the Employer and the Contractor.
5. The Adjudicator shall act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case.
6. The Adjudicator shall not be liable for any claims for anything done or omitted in the discharge or purported discharge of his functions, unless the act or omissions is shown to have been in bad faith.
7. The DAB may decide to visit the Site and call for a hearing attended by the Employer and the Contractor, in which event it will decide on the date and place, the Employer and the Contractor shall furnish to the DAB any documents which the DAB may request.
8. The Adjudicator shall act as unbiased expert (not as an Arbitrator) and shall be completely empowered to conduct hearings as he thinks fit, not being bound by any rules or procedures other than these rules, in this context he is empowered to:
 - a. Decide upon his own jurisdiction, and as to the scope of disputes referred to him.
 - b. Make use of his own specialist knowledge (if any)
 - c. Adopt an inquisitorial procedure
 - d. Decide upon the payment of due financing charges in accordance with the Contract
 - e. Review and revise any instructions, determinations, certificates or valuation, relevant to the dispute.
 - f. Refuse admission to hearings or audience at hearings to any person other than the Contractor and his representative and the Employer and his representative, and to proceed in the absence of any party whom the DAB is satisfied with received notice of the hearing.
9. No assignment of the Dispute Adjudication Agreement is permitted without the prior

- agreement in writing of all parties to it and of the other members (if any).
10. The Adjudicator shall not be called as a witness to give evidence concerning any dispute resulting or connected to the Contract.
 11. If the Adjudicator does not receive payment within the specified period he is entitled to stop working provided that he sends a seven-day notice in that respect to the two parties.
 12. If the Contactor fails to pay the invoices submitted to him by the Adjudicator, the Employer shall then pay the Adjudicator; in consideration the Employer is entitled to recover what to be incumbent upon the Contractor from any money due to the Contractor.
 13. The Adjudicator may resign provided that he gives a (28) twenty-day notice to the two parties. In case of his death or resignation or incompetence to perform his duties or the termination of his Contract or refusing to continue his duties in accordance with these rules. The two parties shall appoint a replacement within (14) days from the date of his stoppage.
 14. The language for communication between the two parties and the Adjudicator (Adjudicators) and the two parties and the language used in the hearings shall be the language specified in the Contract. Copies of all communications shall be sent to the other party.
 15. The Adjudicator (Adjudicators) shall issue his decision in writing to the two parties in respect of any dispute referred to him within a period not more than (84) days from the date of referring the dispute to him or from the date of the Dispute Adjudication Agreement takes effect if the Dispute Adjudication Agreement takes effect after referring the dispute to him. The decision shall be reasoned and states that the decision is occurring in accordance to these conditions.
 16. If the Adjudicator knowingly breaches any provision of Clause (3) mentioned above, or acted in a bad faith, he shall be considered not deserving to receive payments of his fees and expenses; he shall turn back the fees and expenses paid to him if his decisions or his procedures regarding Dispute Adjudication become null or void as a result of the breach.
 17. The Adjudicator's fees shall be paid per diem as follows:
 - For each work day in the Site visits or hearings or studying disputes and preparing decisions.
 - In addition to expenses incurred in connection with performing his duties including the cost of telephone calls, faxes, travel expenses and subsistence costs.
 - Per diems shall remain fixed throughout the period in which the Adjudicator is performing his duties.
 - The Contractor shall pay the Adjudicator fees and expenses within (28) days after receiving the related invoices; the Employer shall pay (50 %) the amount of these fees and expenses later to the Contractor.
 18. Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof shall be reviewed and settled under the rules of the Jordanian Arbitration Law.

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Performance Guarantee

To Messrs.' (The Employer):-----

We are pleased to inform you that our Bank: -----
----- has agreed to give a Financial Guarantee to the Contractor:-----

In pursuance of Tender No.

Related to the Project Mafraq **Governorate Miscellaneous water distribution
Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee
alqademeh)**

for

An amount of: (JD) -----

As a security for the execution of the Tender awarded to him in accordance with the
Conditions listed in the Contract Agreement Documents.

We undertake to pay you right after receiving your first written demand the said amount
or any part you demand notwithstanding any reservation or stipulation, provided that
you mention the reasons for this demand that Contractor refused or failed to execute any
of his duties in accordance to the Contract without any consideration to any objection or
prosecution from the Contractor on the payment.

This guarantee shall remain valid from the date of its issuance until Taking-Over the
completed Works in accordance with the Contract, which is initially to be on the -----
----- day of the month of ----- of the year of-----
----- unless extended or renewed upon the Employer's request.

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

Authorized to sign: -----

Date: -----

Defects Liability Guarantee

To Messrs.' (The Employer): -----

We are pleased to inform you that our Bank -----
--- has agreed to give a Financial Guarantee to the Contactor: -----

In pursuance of Tender No.

Related to the Project: **Mafraq Governorate Miscellaneous water distribution
Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee
alqademeh)**

An amount of (JD) -----

As a security for his commitment to execute all his obligations regarding remedy and maintenance in accordance with the provisions of the Contract Agreement.

We undertake to pay you right after receiving your first written demand the said amount or any part you demand, not withstanding any reservation or stipulation, provided that you mention the reasons for this demand that the Contractor refused or failed to execute his duties regarding remedying and maintenance works in accordance with the Contract, without any consideration to any objection or prosecution by the Contractor on the payment.

This guarantee shall remain valid from the date of issuance until the final Taking-Over of the Works in accordance with the Contract and the completion of the defects and required remedies by the Contractor, unless extended or renewed upon the Employer's request.

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

Authorized to sign: -----

Date: -----

Advance Payment Guarantee

To Messrs (The Employer): -----

We are pleased to inform you that our Bank -----
guarantees the Contractor: -----

For an amount of (JD) -----

Against the Advance Payment Guarantee in pursuance of Tender No.

Related to : the project Mafraq **Governorate Miscellaneous water distribution
Networks (Alhashimi, Al-Ghadeer AlAbyad, Al Aradee alqademeh)**

To guarantee payment by the Contractor of the Advance Payment in accordance with
the Tender Conditions.

We undertake to pay you the above-mentioned amount or the due balance at your first
written demand not withstanding any objection or reservation by the Contractor.

This guarantee shall remain valid from the date of its issuance until repayment of the
Advance Payment installments by the Contractor. The guarantee shall be automatically
extended until the full recovery of the Advance Payment.

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

Authorized to sign: -----

Date: -----

C - 10

Discharge of Interim Payment at the Taking Over

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

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

Declare that we have received from ----- .an amount of (JD)

As an Interim Payment at the Initial Taking-Over of the Project **Mafraq Governorate
Miscellaneous water distribution Networks (Alhashimi, Al-Ghadeer
AlAbyad, Al Aradee alqademeh)**

Tender number -----

Now therefore we hereby discharge ----- and
the Government of the Hashemite Kingdom of Jordan from the foresaid amount and
from all amounts that we previously received on the account of the above-named
Project with our reservation and undertaking to submit all details of the claims to -----

within a period of (84) eighty four days from the date of this discharge, supported by the
documentary

evidence (this shall not be a statement of trueness of these claims)

by ----- and in the event that we do not submit these claims
within the foresaid duration, we hereby waive our right to claim, whatever the type and
the value of this claim, and we discharge ----- and the
Government of the Hashemite Kingdom of Jordan from any right or relation to the
above mentioned Project prior to Initial Taking Over of the project.

Issued on: -----

Contractor's name: -----

Name of authorized person to sign -----

Signature of authorized person to sign -----

Seal -----

C - 11

Discharge Statement

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

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

Declare that we have received from ----- an amount of (JD)

As a Final Payment in pursuance of the provisions of the Clauses (14/11, 14/12, 14/13)
of the General Conditions of the Contract for construction of the Project Mafrq
**Governorate Miscellaneous water distribution Networks (Alhashimi, Al-
Ghadeer AlAbyad, Al Aradee alqademeh)**

Tender No. : -----

Now therefore we hereby declare by this statement that we have submitted all our
claims regarding this Contract; hence we discharge -----
-----and the Government of the Hashemite Kingdom of Jordan from any right or
relation to the above-mentioned Project, a general comprehensive, absolute and
irrevocable discharge.

Issued on: -----

Contractor's name: -----

Name of authorized person to sign -----

Signature of authorized person to sign -----

Seal -----

Declaration for Other Payments*

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

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

Declare that we are aware of the provisions under Clause (17/9/1) of the Particular Conditions for the Contract Agreement Book for Construction Projects related to this Contract, and in compliance with this Clause; we enclose a properly signed declaration disclosing all direct or indirect commissions, consulting fees, agent fees or others and anything of value paid or agreed to be paid to any person "third party" we also attach a detailed description of this Other Payments and to whom it was paid to and the basis thereof whether made or to be made directly or indirectly by us or on our behalf or by our Sub Contractors or on their behalf or by their staff, agents or representatives in connection with the Invitation to submit Bids for the execution of this Contract or the Bidding / Auctioning itself or the award to the Contractor or the negotiations to sign the Contract or for its actual execution.

We also undertake to promptly present a written declaration to the First Party of the existence of any Other Payments including, for example, a detailed description of the reason thereof, on the date of paying or forced to pay, whichever occurs first. We also agree that the First Party to take the actions mentioned under the abovementioned Clause at the event of any violation or breach by us of the provisions of paragraph (a) of the above mentioned Clause and we abide ourselves to all what is mentioned under this Clause.

Issued on: -----

Contractor's name: -----

Name of authorized person to sign -----

Signature of authorized person to sign -----

Seal -----

(*) The Contractor shall submit the Declaration for Other Payments in a separate envelope. In the event that the Contractor did not pay any commissions, fees or any of the matters stated in Clause (17/9) he shall state so in the submitted Declaration. The Bids of all Contractors that do not submit such Declaration will be rejected.

C - 14

Declaration for Prohibited Payments*

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

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

Declare that we are aware of the provisions under Clause (17/9/2) of the Particular Conditions for the Contract Agreement Book for Construction Projects related to this Contract, and in compliance with this Clause; we enclose a properly signed declaration disclosing that we did not pay any direct or indirect commissions, consulting fees, agent fees or others and we did not offer anything of value or give promises or pledges to pay or offer such things whether directly or in directly regardless whether this was made by us or on our behalf or by our Sub Contractors or on their behalf or by their staff, agents or representatives to the First Party including without limitation any Government Official whether or not acting in an official capacity, in connection with the Invitation to submit Bids for the execution of this Contract or the Bidding / Auctioning itself or the award to the Contractor or the negotiations to sign the Contract or for its actual execution.

We also undertake not to pay or promise to pay such payments whether directly or indirectly regardless whether this was made by us or on our behalf or by our Sub Contractors or on their behalf or by their staff, agents or representatives to any Government Official in connection with the amendment, renewal, extension or execution of this Contract

Issued on: -----

Contractor's name: -----

Name of authorized person to sign -----

Signature of authorized person to sign -----

Seal -----

(*) The Contractor shall submit the Declaration for Prohibited Payments in a separate envelope. In the event that the Contractor did not pay any commissions, fees or any of the matters stated in Clause (17/9) he shall state so in the submitted Declaration. The Bids of all Contractors that do not submit such Declaration will be rejected.