



**The Iraqi Jordanian Company for Industry (Arab Joint Company)
A Private Limited Liability Company**

Joint Iraqi-Jordanian Economic City Project

Tender No. (1/2023) Invitation to employ a developer for the Joint Iraqi-Jordanian Economic City to prepare studies, designs, engineering plans and drawings, develop, finance, implement, manage, invest, promote, market and operate the Economic City, sustain and maintain all its elements and facilities according to what is required at tender documents which include but not limited to the following: -

The first document: The Joint Iraqi-Jordanian Economic City Establishment Agreement.

Document no.: (1/2023 / AJC / **Establishment Agreement**) and it has 8 pages.

The second document: **Request for Proposal (RFP)** for the preparation of studies, designs, engineering plans, development, financing, implementation, management, investment, promotion, operation, sustaining and maintaining the Economic City and all its facilities.

Document No.: (2/ 2023/ AJC / **Request for Proposal (RFP)**) and it has 126 pages.

The third document: Development Contract for the preparation of designs and engineering plans, development, financing, implementation, management, investment, promotion, operation, sustaining and maintaining the Economic City and all its facilities.

Document no.: (3/2023 / AJC / **Development Contract**) and it has 72 pages.

The fourth document: Engineering Consulting Services Contract for the preparation of studies, designs and tender documents of the Economic City project.

Document no.: (4/2023 / AJC / **Design Contract**) and it has 41 pages

The fifth document: Contract for the Engineering Consulting Supervision Services of the implementation of the Economic City.

Document no.: (5/2023 / AJC / **Supervision Contract**) and it has 35 pages.



About the Iraqi-Jordanian Company for Industry

A Private Limited Liability Company (Arab Joint Company) established in 1981 under the economic and technical cooperation agreement. The company's Agreement of association indicates that it is divided equally between the government of the Republic of Iraq and the government of the Hashemite Kingdom of Jordan with a share of (50%) each in the company's capital.

The company is located in the Iraqi capital Baghdad and is managed by a board of directors consisting of eight members equally divided between the two countries, and the company's operation in Jordan is managed by the Jordanian members of the board of directors.

Its objectives are to establish, finance and purchase industrial projects in the two countries and supervise the management or leasing of other industrial projects, provided that they do not conflict with the purposes of Joint Arab companies contributed to by the two countries.

Economic City location data and information

The Economic City is located on two parts of land and as follows: -

- The first part is on the territory of the Republic of Iraq, specifically on the parcel numbered (3078/ Rotba District 1) and is (500 meters) away from the border line separating the two countries and (1 km) from the Treibil border crossing, with an area of (4800) Iraqi donums (one donum = 2500 M2). the land was allocated according to the letter of the Council of prime ministers/ the higher commission for coordination between governorates / the committee for the study of lands allocation for development and investment projects number E. T. L/46/20/131 on 23/6/2021 in implementation of the resolution of the Iraqi Council of ministers No. 75 of 2019.
- The second part in on the territory of the Hashemite Kingdom of Jordan, specifically on the two parts No. (7+8) of the mother parcel No. (6) of Basin No. (1) Karama customs center from the territory of the village of Karama customs site, with an area of (10,000) donums (one donum = 1000 m2) and this area was allocated and leased to the Iraqi-Jordanian Company for Industry by the decision of the Jordanian Council of ministers no. (2019/1/7) on 9/2/2019, based on the recommendation of the Governmental Property Dept. in 23/1/2019.



Preliminary provisions

1. All tender documents No. 1/2023 and any appendices, schedules and/ or amendments thereto shall be considered an integral part of the tender and shall be read together as one unit wherever received.
2. For the purposes of interpreting these documents, all words and terms contained in them in the plural carry the same meaning in the singular and all words and terms contained in the masculine form carry the same meaning in the feminine form, unless the context of the text indicates otherwise.
3. For the purposes of interpreting these documents, all words defined by the definition carry the same words without the definition, unless the context indicates otherwise.
4. Each party acknowledges the correctness and accuracy of the information given by it in these documents and acknowledges its responsibility for the inaccuracy or accuracy of the information given by it in these documents.
5. The definitions consist of two groups. The first group is the general definitions covering all tender documents. The second group is the specific definitions to each tender document.

General definitions

The following words and phrases that will appear in any of the tender No. 1/2023 documents shall have the meanings assigned to them as in the following unless the context requires otherwise, and the words that refer to persons or parties include companies and other legal entities.

- **Iraq:** Republic of Iraq.
- **Jordan:** Hashemite Kingdom of Jordan.
- **Government:** the government of the Republic of Iraq and the government of the Hashemite Kingdom of Jordan.
- **The Company:** the Iraqi-Jordanian Company for Industry/ Arab Joint Company (Private Limited Liability Company). The company was established in 1981 under the economic and Technical Cooperation Agreement and the company's memorandum of association as equally divided between the government of the Republic of Iraq and the government of the Hashemite Kingdom of Jordan with a capital of 20 million Iraqi dinars with a shareholding



percentage of (50%) each and is registered with the Companies Controls Department in the Hashemite Kingdom of Jordan.

- **Board:** the board of Directors of the Iraqi-Jordanian company for industry.
- **Chairman:** chairman of the board of Directors of the Iraqi-Jordanian Company for Industry.
- **Member:** member of the board of Directors of the Iraqi-Jordanian Company for Industry.
- **Employer:** the Iraqi-Jordanian Company for Industry as well as its legal successors, which will make a contract with the Second Party “Successful Bidder” who will submit and implement what is stated in the tender documents no. (1/2023) or any other entity authorized by the Employer “First Party” to exercise the powers and responsibilities provided that the successful bidder is notified of this in writing.
- **Economic City:** it is the Joint Iraqi-Jordanian Economic City between the Republic of Iraq and the Hashemite Kingdom of Jordan, which has a land of approximately (22) million square meters subject to increase and expansion, which is located on the Iraqi-Jordanian border and includes industrial, commercial, logistics, services and residential components capable of attracting investors to invest in this economic city in various economic sectors.
- **Location of the Economic City:** it is the geographical spatial space of the common lands between and on the Iraqi-Jordanian border allocated for the establishment of the Economic City.
- **Project:** it is the project of establishing the Economic City in all stages.
- **Development:** it is the development of the project and includes all that is implemented within the Economic City, whether underground and / or above ground, and to name a few infrastructure networks and their accessories (water, sewage, rain water drainage, fire extinguishing, irrigation, electricity, communications, street lighting, roads, buildings of all kinds, water tanks, wastewater treatment plants, water wells, fences, retaining walls and gates, etc.).
- **Consultant:** the consulting entity as well as its legal successors, which will make a contract with the Employer to provide consulting services to the company to cover all the



requirements, procedures, stages and steps of attracting a developer to establish the Economic City.

- **Bidder / tenderer:** the entity (company, institution, individual, group of companies, institutions and individuals who formed consortium) as well as its legal successors who meet the conditions of the tender invitation specified by the Employer, which will be used for submitting offers for the preparation of studies, designs, engineering plans, development, financing, implementation, management, investment, promotion, operation, sustaining, maintaining of the Economic City and its elements and facilities.
- **Tender offer:** it is the offer submitted to the employer by the bidder /tenderer according to what is stated in the tender documents.
- **Technical offer:** it is the offer submitted by the tenderers, which includes the technical aspects of preparing studies, designs, engineering plans, developing, financing, implementing, managing, investing, promoting the Economic City and the sustainability and maintenance of its elements and facilities.
- **Financial offer:** it is the offer submitted by the tenderers, which regulates the financial relationship between the Iraqi-Jordanian Company for Industry and the tenderer, which includes financial aspects for the preparation of studies, designs, engineering plans, development, financing, implementation, management, investment, promotion , operation, sustaining and maintaining of the Economic City and its elements and facilities, as well as It also includes the Employer expected share of the financial returns for lease revenues and services revenues.
- **The validity period of the offers:** it is the time period determined by the Iraqi-Jordanian Company for Industry to study and evaluate the technical and financial offers and select the Successful Bid.
- **Deadline for submission of tenders:** it is the time period or time period granted to bidders to submit their technical and financial.
- **Developer “Second Party”:** the legal person or entity who will take over the development, financing, management, operation, promotion, marketing, sustainability and maintenance of the Joint Iraqi-Jordanian Economic City under the development contract and the terms of this Agreement and the conditions contained in the documents approved for this purpose.

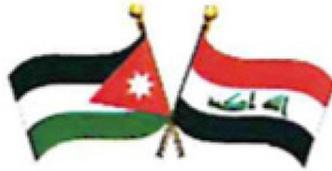


- **Development contract:** the third document referred to in this tender is a development contract concluded between the company and the Second Party to develop the economic city area in accordance with the provisions of this Agreement and the conditions contained in the documents approved for this purpose.
- **Evaluation committee:** it is the committee appointed by the Iraqi-Jordanian Company for Industry to carry out the tasks of managing, following up, studying, analyzing and evaluating the technical and financial offers submitted by tenderers, selecting the successful bidder and following up the signing of the development contract
- **Designer:** it is the consulting entity as well as its legal successors that the Second Party will make a contract with to prepare studies, designs, engineering plans and tender documents for the Economic City.
- **The executing contractor/ contractors:** it is the entity (company or group of companies) as well as its legal successors that the Second Party will make a contract with to carry out the tender work for the project of each stage of the Economic City development in accordance with the designs and engineering plans prepared under the fourth document of the tender documents.
- **The supervising office:** it is the consulting body as well as its legal successors that the Second Party will make a contract with to supervise the implementation of the project tender at each stage of the Economic City.
- **The party / team:** he (Employer, consultant, Second Party, designer, executing contractor or supervising office) in any document of this tender in accordance with the role assigned to him.
- **Consent:** consent issued by any party to another party with any additional conditions agreed by the parties before signing the contract.
- **Contract value:** the value of the successful bid and any decrease or increase in the contract due to any amendments and/ or changes therein.
- **Duration of work:** the specified period for completing the work required by each party separately from the other parties, including the necessary periods for review, audit and



approvals by the Employer, in addition to any justified extensions to the original time, measured in calendar days and not in working days.

- **Documents:** these are the documents that the tender No. 1/2023 consists of with any appendices, schedules and/ or amendments attached thereto, which in their entirety (the documents) are complementary to each other and are read as one unit wherever they are received.
- **Employer representative:** the person appointed by the Employer to follow up the work of any party and has the powers assigned, which are reported in writing.
- **Services:** are the services that will be performed by any party to which it is assigned.
- **Employee:** it is the official employee, employee, representative, agent of the Employer or his representative, including employees of government institutions and companies assigned by the two governments.
- **Elements and facilities of the Economic City:** all that is implemented within the Economic City, whether underground and / or above, including, but not limited to, infrastructure networks, their elements and accessories (water, sewage, rain water drainage, fire extinguishing, irrigation, electricity, communications, street lighting, roads, buildings of all kinds, water tanks, wastewater purification plants, water wells, fences, retaining walls and gates, etc.
- **The date of the commencement work:** it is the date set by the Employer according to a written letter issued to the Successful Bidder fixing the date of starting the development of the economic city.
- **Prohibited payments:** are all amounts, whether commissions, fees, agents' fees or others paid directly or indirectly, or anything of material value, promises or undertakings to pay such amounts or provide such things, whether directly or by proxy and regardless of whether this was done by the bidder, contractors, designers, supervising office or on his behalf or by sub-consultants or on their behalf or any of their employees, agents or representatives, which are paid to any employee, whether acting in an official or unofficial capacity.
- **Force majeure or emergency circumstance:** any unexpected event, incident, circumstance or exceptional incident characterized by being beyond the control of any party and that it



was not able to achieve, avoid or avoid it when it occurred and this is not materially attributable to the other party, if these qualities are achieved together, force majeure or emergency circumstance includes (but is not limited to) the following exceptional events or circumstances:

1. Wars, hostilities (whether war is declared or not declared), invasion, actions of foreign enemies.
2. Disturbances, strikes, riots, disruptive movements, or blockades by individuals who are not from the second party or its other users.
3. Rebellions, acts of terrorism, revolutions, insurrections, coup against the regime or civil wars.
4. War, explosive, ionizing radiation or contamination by nuclear radiation, except as attributed to the second party.
5. Natural disasters such as earthquakes, hurricanes, violent storms, volcanic activity or floods.
6. Any emergency circumstance which does not make the Second Party commitment impossible, but has become so burdensome for him that it threatens him with a huge loss.



The Fifth Document

Contract for the Engineering Consulting Supervision Services of the implementation of the Economic City

Document no.: (5/2023 / AJC / Supervision Contract) and it has 35 pages.

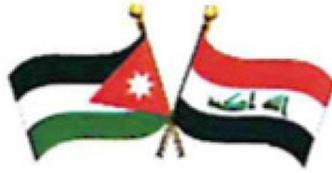


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Contract Of Engineering Services

Supervising the implementation of a project

Iraqi-Jordanian economic City/ the first stage

The developer with the winning bid
Supervising office
Tender number
Date of signing the contract
Contract termcalendar day
Acceptable contract value
The value of late fines/for each delay day



Sample engineering services contract agreement

To supervise the implementation of the Economic City project / the first stage

Project: tender No. for the provision of engineering services to supervise the implementation of the joint Iraqi-Jordanian economic City Project / stage I.

This agreement was issued on this day of the month of the year

Between

The developer of the winning bidder: in the capacity of first-party

Represented by:

Supervising office: in the capacity of second-party

Represented by:

Since the first team was willing to obtain technical engineering consulting services to oversee the implementation of the above project.

And since he had accepted the offer of the second team submitted to him, it was agreed between both parties on the following: -

1-the words and expressions contained in this Agreement shall have the same meanings as contained in the definitions contained in Article (1) of this document.

2-the documents listed below shall be considered an integral part of this contract and shall be considered as an integrated unit, and the priority of the documents shall be according to the following sequence: -

A-acceptance letter including the referral decision

B-tender offer



C-instructions for participants in the tender, tender invitation and appendices issued before signing the contract

D-the special terms of the contract determined by the first team

E - bases of reference

F-general conditions determined by the first team

3-a. Numerically accepted contract value: () dollars

And write: (.....) Dollars.

B. Contract duration: () days

() Calendar days

The second team undertakes to provide the engineering services required of it in this contract and complete them in accordance with the conditions and requirements contained therein.

The first team undertakes to pay the second team the value of the contract (in lieu of his fees) on time and in the manner specified in Appendix No. (3) thereof for the second team to provide the engineering services required of him under this contract.

Based on the above, this contract was signed and concluded in the above-mentioned date:

First Party

The Developer, winning bidder

Signature:
Name:
Title:
Witnessed by:
Signature:
Name:
Title:

Second Party

The supervising office

Signature:
Name:
Title:
Signature:
Name:
Title:



General terms of the engineering services contract

Article 1. definitions:

A: - definitions of the first group, comprehensive (general) definitions

The definitions of the first group apply the universal (general) definitions to this tender document no..../.....).

B: - the definitions of the fifth document (contract of engineering services to supervise the implementation of the Economic City)

The following words and phrases shall have the meanings assigned below wherever they are used in this document unless the content of the text requires otherwise, and words referring to persons or parties include companies and other legal entities, unless the context requires otherwise: -

The two governments	The government of the Republic of Iraq and the government of the Hashemite Kingdom of Jordan.
The employer	The Iraqi-Jordanian company for industry (an Arab Joint-Stock private company) as well as its legal successors, which contracts with the developer of the winning bid to the latter to submit and implement what is stated in the tender documents no (----/----) or any other entity authorized by the employer to exercise its powers and responsibilities, provided that the developer notifies the winning bidder of this in writing .
Employer's representative	The entity delegated by the employer on his behalf to exercise his powers and responsibilities, specified herein, and enjoys the powers that are assigned to him by the employer, provided that the developer notifies the winning bidder of this in writing.
Developer	The legal person who will take over the development, financing, management, operation, promotion, marketing, maintenance and maintenance of the Iraqi-Jordanian Joint Economic City under the development contract and the terms of this Agreement and the conditions contained in the documents approved for this purpose.
Supervising office	The office(engineer's office, office or engineering company, office or consulting company) or the consortium referred to in the contract as



	the second team contracted by the developer with the winning bidder to perform engineering services in accordance with this contract.
Engineering services	Providing the necessary technical services to supervise the implementation of the project in accordance with what is specified in this contract, its Appendixes and the terms of this contract.
References sources	Goals, objectives, the scope of the required tasks, studies, basic data and information that give a clear idea of the nature of the required engineering services.
Tender offer	The offer submitted by the supervising office to the developer with the winning offer for the completion of engineering services under this document.
Book of admission	The official acceptance by the developer of the winning bidder of the tender offer with any additional conditions agreed by the supervising office and the developer of the winning bidder before signing the contract, in accordance with the referral decision.
Acceptable contract value	The total amount stated in the acceptance letter for the performance of engineering services required in accordance with the contract.
Contract value	The accepted value of the contract plus any increase or decrease due to amendments that may affect the contract.
Approval	Written consent or oral consent followed by written confirmation.
Contract term	This is the period specified by the developer with the winning bid in Appendix No. (1 /A) of this document.
Duration of work	It is the period determined by the developer with the winning bid to complete the works subject to this document and includes the necessary period for review and audit by the employer and the developer with the winning bid, in addition to any justified extensions to the contract term, measured by solar time and the number of calendar days and not by working days.
Documentation	These are the documents that are included in this document and are considered part of it.
Location	It is the geographical spatial space of the common territories between and on the Iraqi-Jordanian border allocated for the establishment of the joint Iraqi-Jordanian economic City
Reserve amounts	It is the amount or amounts determined by the developer with the winning bid in the summary of the Fee Allowance and allocated for spending on any other works or services specified in this document, and a separate item is specified for any of them in the summary of the Fee Allowance.



Others	Persons who are not employees.
The employee	The official employee, employee, representative or agent of the employer or his representative of the employer, including employees of government institutions and companies contributed by the government.
Other payments	All commissions, consultancy fees, agents' fees, direct or indirect, and any material value paid by the supervising office or agreed to be paid by the "others", including but not limited to a detailed description of such payments and their cause, whether paid or to be paid directly or indirectly by or on behalf of the supervising office or any of their employees, agents or representatives, in connection with the invitation to bid for the implementation of this contract or the auction/auction process itself and the referral to the designer or the negotiations being held to conclude the contract for its actual implementation.
Prohibited payments	Are all amounts, whether commissions, consulting fees, agent fees or others paid directly or indirectly, or anything of material value, promises or undertakings to pay such amounts or provide such things, either directly or by medium, regardless of whether this was done by the supervising office or on its behalf, by its subcontractors or on their behalf, or any of their employees, agents or representatives, which are paid to any employee, whether acting in an official capacity or not, in connection with the invitation to submit bids for the implementation of this contract or the tender process / the bidding itself, the referral to the designer or the negotiations that are taking place to conclude the contract for its actual execution.

Article (2) - description of work within the scope of the contract:

- 1) the supervising office, which will provide the consulting engineering services required in this contract, shall perform all the tasks of supervising the implementation of the required works according to the design engineering plans, specifications and contract documents approved by the developer and according to the specified period for their implementation.
- 2) the contract for supervising the implementation will include the works that the developer requests to implement as he deems appropriate, as the works include building and infrastructure works such as roads, drinking water networks, sewage networks and civil site works (retaining walls, fences and settlement ... Etc.)



- 3) The Resident supervisor who will follow the contractor who is carrying out the works on site will be determined according to each project or according to the project requirements and will be specified in the tender call for supervision by the developer.
- 4) the approved resident supervision authority at the site will follow up the supervision of the implementation of the project works, audit the works carried out by the implementation contractor and match them with the engineering project plans and the required specifications, perform laboratory tests on the materials and equipment of the project provided and implemented by the contractor to ensure their quality and compliance with the required specifications, carry out all the tasks of the implementation supervision process on site and coordinate with the head office of the company to carry out all the tasks of supervising the implementation of the project and provide the necessary technical and administrative support for the supervision process.

Article (3) - approved language and law:

- a. The contract shall be in Arabic and English, including all correspondence and conditions related to it.
- b. The provisions of the Joint Iraqi-Jordanian Economic City Establishment Agreement and the regulations and instructions issued thereunder shall apply to this contract upon signing and shall be referred to in the application of its terms.

Article (4) - taxes and fees:

The parties to the engineering services contract are subject to the provisions of the Joint Iraqi-Jordanian Economic City Establishment Agreement and the regulations and instructions issued under it on this contract when signing it and refer to it in the application of its terms

Article (5) - ensuring good performance:

The supervising office, after notifying the referral decision and before signing the contract, shall provide the developer with the winning bidder with a guarantee of good performance a guarantee for providing the required engineering services and fulfilling all its obligations under the contract and for the supervision period and the financial value determined by the developer with the winning bid issued by an officially approved bank or financial institution and according to the sponsorship form contained in the Appendix to the contract No. 3. if necessary, the developer with the winning



bidder has the right to extend the guarantee at the expense of the supervising office and for the period specified by the developer with the winning bid and according to the requirements of the workflow, the developer with the winning bidder shall release sponsorship after approval of the final clearance provided by Before the supervisor's office.

Article (6) - level of performance:

The developer with the winning bid determines the required level of performance, for example:

- A. The supervising office should exert every care and diligence to perform its required duties at the highest levels of professional practice and use qualified persons both in its field of specialization and experience, and the developer should inform the winning bidder of the names and experiences of engineers who will provide engineering services.

If the developer with the winning bid realizes that the level of professional performance of the technical staff by the supervising office does not correspond to the required degree, the developer with the winning bid must inform the supervising Office of this in writing, and the supervising office must use new technical staff if necessary and at its own expense to rectify the situation and reorganize the Working Group in accordance with this requirement. The supervising office shall take into account the comments directed or requested by the developer of the winning bidder or his representative in everything related to the provision of engineering services subject to this contract.

- B. If the supervising office fails to provide technical services at the required level, this is considered a default on its part, and the developer with the winning bid in this case has the right to take measures to avoid default and correct errors, after notifying the supervising office, and the procedures are carried out in accordance with Article (12) of this contract.

Article (7) - validity of the contract, directness, extension of the period of work, delay in providing the required services:

- A. Contract validity: this contract takes effect after it is signed by both teams.
- B. Commencement date: the direct date is determined by a written letter sent by the developer with the winning bid to the supervising office specifying the direct date and the date of permanence of the elements of the supervising apparatus by agreement between the developer with the winning bid or his authorized in writing and the supervising office, and the developer must take into account the issuance of direct order within not less than a week before the start of implementation work for the purposes of studying the plans and tender documents and expressing an opinion about it.



- C. Extension of the term of work: the developer with the winning bid determines the cases in which the term of work is extended.

Article (8) - duties of the supervising office:

The supervising office shall perform the duties stipulated in the reference bases specified in Appendix No. (2) attached to this contract and prepared by the developer holding the offer.

Article (9) - assignment and sub-contracts:

The developer sets the conditions for the assignment of the contract and sub-contracts.

Article (10) - site survey investigations:

If site survey investigations are conducted during the preparation of studies and designs, the supervising office should review the site survey investigation reports and compare them with reality and make sure that the reality matches what was stated in the reports in coordination with the site survey consultant and inform the developer about any difference between them and call the consultant who conducted the site survey to indicate the opinion if necessary and follow up making the necessary adjustments to the plans with the developers, designer and contractor.

Article (11) - changes and additional works:

- a. The developer has the right to request any modification he deems necessary to the engineering services provided by the supervising office in terms of their type or amount, or request the provision of additional engineering services.
- b. The supervising office is obliged to make the required amendments, after the written order is issued to it by the developer and a temporary Fee Allowance is fixed for the supervising office for these amendments and until the fee allowances are agreed in the final form.

Article (12) - negligence on the part of the supervising office:

(12 / A) the developer identifies cases in which the supervising office is considered to be in default in the performance of its work, for example: -



1. Any unjustified delay in the completion of work, duties and the provision of required services.
2. He submitted work at a level that does not correspond to the principles and customs of practicing the engineering profession or was neglected in the performance of his tasks.
3. He failed to change any of his employees in violation of the instructions specified in Article (6) of this contract.
4. He subcontracted any part of the tasks assigned to him without the consent of the developer.
5. He did not commit to submitting work that meets the basic requirements of the project.
6. He became insolvent or became financially insolvent, or resorted to redemption in favor of his creditors.

The developer may, in the cases provided for in paragraph (12 /A) above, determine the procedure for termination of the contract, for example

First: to issue a first warning to the supervising office with a deadline of (21) days to correct the violation.

Second: in case the supervising office does not correct the violation, a second warning is issued to it with a grant of (14) days to correct the violation.

Third: in case the second warning period passes without correcting the situation or taking serious and convincing measures to eliminate the violating reasons, the developer has the right to terminate the contract and confiscate the guarantee of good performance or part of it in proportion to the remaining work, and complete the required services by his own devices or entrust other consultants to carry out such services.

The supervising office shall be held accountable for the services provided for the date of termination of the contract minus any differences from the fee allowances and the cost incurred by the developer for the remaining period within the period specified in the fee allowances and any extensions issued until the date of termination of the contract with the consent of the two teams, and these differences shall be calculated by the committee stipulated in paragraph (12/B) of this article .

Fourth: the developer has the right to terminate the contract with the supervising office immediately and without giving warnings in emergency or special cases, and the supervising office will be held accountable as stated in paragraph three above.



(12 / B): If, during the execution of the works covered by this contract or after its termination, the developer determines that

Supervising office :

A-he did not detect defects and material errors that can be detected without making design calculations in the original designs and agreed to carry out the works as stated in these designs with their errors and/ or.

B-he has issued instructions or made amendments to designs, specifications, tables of quantities or any other tender documents that have led or may lead to fundamental changes in them that may result in a risk to the origin or business or a significant unjustified increase in costs for the value of the execution tender, this is considered a default by the supervising office and its devices, then the developer the jurisdiction is as follows :

- An expert engineer by the employer
- Expert engineer by the developer
- Expert engineer by the supervising office
- An expert engineer agreed upon and selected by the engineers who were named by the employer, the developer and the supervising office.

This committee studies all the dimensions of the problem and coordinates with the concerned authorities and submits its recommendations to the Iraqi-Jordanian company for industry (iijc), specifying the responsibility of the supervising office .if its decision is majority or unanimous regarding the default of the supervising office and its responsibility for errors and defects in its work, the Iraqi-Jordanian company for industry issues to the developer its decision, which is considered binding on the supervising office to address the default and bearing all the financial consequences as a result.

The developer may specify the special and emergency cases provided for in paragraph (12 / a / four)
(12 / C)

Article (13) - termination of the contract by the developer

The developer has the right at any time to terminate the contract for reasons other than the reasons listed in Article(12/A), in this case he notifies the supervising office and gives him a deadline of (30) days to stop the work of the contract. upon termination, the parties agree on the accounting



method and compensate the supervising office for the actual costs and losses that may be incurred as a result of the termination of this contract.

Article (14) - termination of the contract by the supervising office:

If any of the following occurs:

- A. If the developer does not issue a direct order within (90) days from the date of signing the contract agreement.
- B. The developer violated the payment due to the supervising office after (60) days "from the due date.
- C. The developer is insolvent or has experienced economic hardship that prevents him from continuing to execute the contract.

Then the supervising Office of the second team has the right to demand the developer to issue a direct order or pay the payment due to him within ten days of the expiration of the periods specified in Paragraph (A) and Paragraph (B) above, and if the developer does not issue a direct order within these ten days, or if the developer is insolvent as per paragraph (C) above, the supervising office has the right to terminate the contract and request appropriate compensation resulting from the breach of contract by the developer and this contract is not reinstated except with the consent of both teams.

Article (15) - responsibilities of the developer:

1. Provide the supervising office with the payments due to it on the dates specified under this contract.
2. Provide the information and documents available to him to the supervising office with three copies of the execution contract documents, however, he is not obliged to submit any plans or documents entrusted to the supervising office to obtain under the contract .
3. Naming an engineer to represent him for coordination between him and the supervising office and to help the supervising office in obtaining the above information.
4. Assist the supervising office in obtaining entry permits or work permits for any of its employees whose employment is required by the contract.
5. Payment of the site survey consultant's Fee Allowance (unless otherwise agreed under this contract).
6. The developer, through the contractor, shall provide suitable offices for the resident supervisor at the work site. these offices shall be furnished and equipped with computers, printers and photocopiers, equipped with water, electricity, sewerage, heating and air



conditioning if necessary, and provide the necessary service, operate and maintain them throughout the duration of the work, unless otherwise stipulated in the tender documents .

7. Hand over the project site to the supervising office in its entirety or in a way that enables the supervising office to carry out its tasks .

Article (16) - stages and duration of work:

It is the actual period taken by the implementation contractor to complete the project and receive the works, including the extensions approved by the developer, in addition to the period necessary to complete the deficiencies and receive them according to the report of the works receipt committee. It is extended for each work or jurisdiction specified in the Appendix to the Contract No. (3/A) of this contract with the knowledge and consent of the developer and according to the requirements of work on the project.

Article (17) - fees allowance:

A-the fees of the supervising office shall be determined at the supervision stage in accordance with the Appendix to the Contract No. (3) attached to this contract, taking into account the provisions of clauses (h, i) of Article 22 in this regard.

B - if circumstances occur during the validity of this contract that lead to an adjustment of wages and/or the cost of using technical personnel similar to the required personnel according to this contract , then the developer and the employer shall form a technical committee to determine the percentage of adjustment to wages , and the technical staff's fee allowances specified in Appendix No. 3/ A shall be adjusted according to the decision of the committee.

Article (18) - training of the employer's employees:

This item is canceled.

Article (19) - settlement of disputes between the developer and the supervising office:

Any dispute or disagreement arising from this contract shall be resolved in accordance with the Joint Iraqi-Jordanian Economic City Establishment Agreement and the regulations and instructions issued pursuant thereto.



Article (20) - Amendment of legislation:

- A. The supervising office shall pay any additional amounts that it has to pay to the government in accordance with the Joint Iraqi-Jordanian Economic City Establishment Agreement and the regulations and instructions issued pursuant thereto
- B. However, if an official reduction is made on any of the fees and taxes mentioned in Paragraph (A) above after the date of filing the Tender Offers, then the employer and through the developer have the right to deduct those reductions from the benefits of the supervising office.

Article (21) - judicial notifications:

According to the provisions of the Joint Iraqi-Jordanian Economic City Establishment Agreement and the regulations and instructions issued pursuant thereto.

Article (22) - general provisions:

- A. The supervising office must comply with the requirements of the codes determined by the provisions of the Joint Iraqi-Jordanian Economic City Establishment Agreement and the regulations and instructions issued under it in force when starting work.
- B. All plans, tender documents and information related to this project are the property of the employer and the developer and the supervising office has no right to dispose of them in any way only after the written consent of the employer and the developer.
- C. If any error or deficiency is discovered in the plans or in the tender documents at the stage of actual implementation of the project, the supervising office should immediately inform the developer about it, and inform the designer through the developer about the nature of those errors and follow up with the designer about them.
- D. The consultant must comply with the certification of materials and industrial products stipulated in the tender documents for the projects being implemented.
- E. Addresses: the addresses contained in this contract do not form part of it and are not taken into account when interpreting the terms of the contract or its content.
- F. Singular and plural: - the singular form is divided into plural and vice versa according to the requirement of the Context.



- G. Sales tax in accordance with the provisions of the Joint Iraqi-Jordanian Economic City Establishment Agreement and the regulations and instructions issued pursuant thereto.
- H. The supervising office must fully comply with the minimum wages approved in the two governments and any consultant who does not comply with this or calculates salaries less than that will be excluded from his offer.
- I. The developer is free to ask the supervising office to fill in the attached tables (1, 2, 3) related to the institutional status, the heads of the specialty and their assistants and the size of the commitment.
- J. The developer determines the qualification and technical evaluation conditions for this project.
- K. The developer has the right to ensure in the manner he deems appropriate the correctness and accuracy of the information and documents provided by the supervising office.
- L. The supervising office shall comply with the instructions issued under the terms of the Joint Iraqi-Jordanian Economic City Establishment Agreement and the regulations and instructions issued under it regarding the construction, architectural, electrical, mechanical and other works.
- M. The civil and legal liability of the design engineer and/or supervisor shall be as agreed between the developer and the employer.
- N. The developer may replace the supervisors with newly graduated engineers in various engineering specialties in the field of specialties required for the resident supervisor
- O. The supervising office should study the preparation of the necessary assessor and provide the developer with a statement of the necessary numbers synchronously with the program of execution of works by the contractor and the personnel of this device are appointed according to the real need of work with the prior approval of the developer, and the numbers of the device are reviewed whenever needed, increasing or decreasing it according to the need of work and with the consent of both teams, and in case the project needs additional numbers from the assessor's Supervisory Authority and the developer is convinced of this and his consent, the appointment and the Fee Allowance shall be paid as indicated in Appendix No. (3-A) of this contract.
- P. Other payments:
 - 1. the supervising office has stated in Appendix No. 4 attached to this contract all the "other payments" that he paid or agreed to pay to the "others", and the supervising office must provide a detailed description of these other payments and their reason, whether they were



paid or will be paid directly or indirectly by him or on his behalf, or by subcontractors or on their behalf or any of their employees, agents or representatives, in relation to by calling for the submission of offers for the execution of this contract, the tender/ auction process itself, the referral to the consultant, the negotiations that are being conducted to conclude the contract or for its actual execution, The supervising office also undertakes to provide a written declaration to the first team immediately about the existence of any other payments, including, for example, a detailed description of the reason for these other payments by the date of his payment or the date of his obligation to pay, whichever occurs first .

2. in the event of any violation or violation of the provisions of paragraph (P/1) of this article, the first team has the right to take any or all of the following actions at its own free will and choice:

A-to terminate this contract taking into account the provisions of Article (12 / A) of the contract.

B-to deduct from the amounts due to the supervising office under this contract an amount equal to and (twice) the amount of the prohibited payments.

C-the supervising office shall demand to pay to the first team immediately an amount equal to (twice) the amount of the other payments and the supervising office hereby acknowledges its irrevocable consent to respond promptly to such a claim.

Subject to paragraph (P / 4) below, the two parties declare that the total amounts that the First party is entitled to receive under this paragraph (P/2) will not exceed(twice) the total amounts of other payments.

3. the second team agrees to guarantee all agreements it concludes with subcontractors or processors, regarding this contract, articles similar to those contained in paragraphs (P/1) and(P/2) above, provided that these articles are not less in severity than the texts (the two paragraphs referred to), provided that these articles expressly stipulate the right of the first team to implement the provisions of these articles directly against any of these consultants subcontractors or processors .The consultant undertakes to provide the first team immediately with full and identical copies of the original of these agreements as soon as they are signed and to prove that they include these materials.
4. no one may invoke that the text of the above article confers legitimacy on any of the other payments if the laws and regulations in force prevent it, and that the rights of the first team stipulated in the above article are in addition to any other rights that the first team may have against the second team or any other party under the laws and regulations in force in the kingdom.



5. the text of the above article, with all its paragraphs, shall remain in force and shall be applied even after the Termination of this contract.

Q. prohibited payments:

1-the supervising office has stated and pledged to the first team in Appendix No. 5 that it has not made or promises to make any of the "prohibited payments" either directly or by medium, regardless of whether this was done by the consultant, on his behalf, by subcontractors, on their behalf, or any of their employees, agents or representatives to the first team, including, but not limited to, any "employee "regardless of whether acts in an official capacity or not, in connection with the invitation to submit bids for the execution of this contract, the tender/ auction process itself, the referral to the consultant, the negotiations taking place to conclude the contract or for its actual execution , The consultant also undertakes not to make any prohibited payments or to promise to make such payments, either directly or by proxy, whether by the consultant himself, subcontractors, any of their employees, agents or representatives to any employee in connection with the amendment, renewal, extension or execution of this contract.

2-in the event of any violation or violation of the provisions of paragraph(P/1) of this article, the first team has the right to take any or all of the following actions at its own discretion:

A-to terminate this contract taking into account the provisions of Article (12 / A) of the contract.

B-to deduct from the amounts due to the consultant under this contract an amount equal to(twice) the amount of the prohibited payments.

C-the consultant shall demand to pay to the first team immediately an amount equal to (twice) the amount of the prohibited payments and the consultant hereby acknowledges his irrevocable consent to respond promptly to such a claim.

Subject to paragraph (P / 4) below, the two parties declare that the total amounts that the First party is entitled to receive under this paragraph (P/2) will not exceed (twice) the total amounts of prohibited payments.

3 - the consultant agrees that all agreements he concludes with subcontractors or processors, regarding this contract, shall include articles similar to those contained in paragraphs (Q/1) and(Q/2) above (provided that these articles are not less in severity than the texts of the two paragraphs referred to above), provided that these articles expressly stipulate the right of the First party to implement the provisions of these articles directly against any of these subcontractors or the processors. The consultant undertakes to immediately provide the first team with full and



identical copies of the original of these agreements as soon as they are signed and to prove that they include these materials.

4-no one may claim that the text of the above article legitimizes any of the prohibited payments if the laws and regulations in force prohibit them, and that the rights of the First party stipulated in the above article are in addition to any other rights that the first party may have towards the consultant or any other party under the laws and regulations in force in the kingdom.

5-the text of the above article, with all its paragraphs, shall remain in force and shall be applied even after the termination of this contract.

Article (23) - approval of clearance: Upon submitting the final payment statement, the supervising office shall give the developer a clearance statement confirming that the final payment statement constitutes the full and final settlement of all amounts due to him under the contract, provided that the clearance statement does not take effect until after the supervising office receives the amounts due to him under this payment.

Article (24) - notifications:

Notices and correspondence issued by the developer to the supervising office and those that the supervising office notifies to the developer in accordance with the terms of the contract, either by registered mail or by depositing them at the head office of each team, or by sending them to any other address designated by each team for this purpose and specified below:

Developer's address

Supervising office's address

Contract Appendix No. 1 - duties of the supervising office at the supervision stage



1-supervision authority:

The supervising office shall provide the technical staff to supervise the project works according to the qualifications and conditions set out in Appendix No. (3/A). in this Appendix, the cadres, numbers and years of experience are specified for the permanently resident and supporting and non-resident authority, in addition to the support of the head office.

2. transfers:

The supervising office provides the necessary vehicles for the movements of its resident and non-resident and office devices, and the consultant bears all expenses, fees, customs, licensing, insurance, drivers, fuel and maintenance for all these vehicles unless otherwise stipulated in the tender documents.

3-head office support:

The head office is responsible for the management of the supervision system and performs the tasks (engineer) stipulated in FIDIC and this contract, and also provides the necessary number of Engineers of the head office specialized in the works being carried out to visit the project during the implementation period as needed or all at least two weeks to check the progress of the work and its compliance with the required conditions and specifications and that it is carried out according to the highest level of professional practice, provided that the consultant submits a report on these visits within the monthly reports .

4-reviewing the plans and tender documents submitted by the designer and expressing an opinion about them to the developer regarding their comprehensiveness and feasibility before and during implementation, and if any defects or shortcomings are discovered in them, the developer should report them in writing to avoid these defects and shortcomings.

5-supervising the execution according to the requirements of the project architecturally and technically and according to the tender documents assigned to the contractor and the directions of the developer and the employer, coordinating with the designer through the developer before making any major modifications to the designs, and rejecting any works contrary to the tender documents .

6-review and approve the execution plans submitted by the contractor and request the contractor to complete any detailed plans necessary for the execution of works.

7-checking the correctness of the installation of dimensions on the site by the contractor.



8-supervise the necessary laboratory tests on gravel, asphalt, concrete and any other materials or equipment within the works and ensure that they comply with their specifications to maintain the level of works and inform the contractor about any defects that may need to be addressed as well as ensure the safety of site survey tests as stated in Article(10) of this contract.

9-the supervising office should consult with the developer during the course of work on matters related to the implementation work and inform him of the progress of the work progress.

10-studying the technical proposals submitted by the contractor and providing technical advice to the developer and appropriate recommendations regarding the materials and samples mentioned in the specifications and tables of quantities.

11-supervision and auditing of the entire procedure of the completed works in coordination with the contractor, and recommendation in terms of acceptance or rejection of any parts of the completed works.

12-checking the periodic and final payment statements of the contractor, and certifying them for payment after confirming the conformity of the executed works to the technical specifications and contractual conditions.

13-discussing and negotiating the contractor in the prices of new works that may arise during the implementation and were not included in the tender, studying and analyzing them and conducting what is necessary according to the tender documents submitted to the contractor.

14-studying and preparing the change orders and making the necessary adjustments to the original plans and documents to match and print the new works in accordance with the tender documents submitted to the contractor, and in coordination with the developer

15 - provide a technical opinion in any dispute that may occur between the developer and the contractor and give advice and advice to the developer to indicate the correct position and enable the developer to follow up on the subject, and if these services are done after the end of the work period, the two teams will agree on the fees that may result, including visiting fees in excess of what is contained in paragraph(18) of this appendix.

16-making a disclosure of the shortcomings of the completed works and recommending the acceptance or rejection of any parts of the completed works.

17-checking the final plans of the project as actually implemented (as Built Drawings) prepared by the contractor and submitted to the developer.



18-to inspect the works before the end of the notice period for the repair of defects D and N need to extend the guarantee of good performance, inform the contractor about any works that may need repair or replacement, and then prepare a performance certificate after the completion of repairs, as well as supervise any works needed by the projects during the notice period for the repair of defects of any kind and print them free of charge, provided that no more than three visits.

19-keeping records of periodic and daily reports, including the weather condition, the number of the contractor's apparatus, equipment, quantities of materials supplied to the site, laboratory tests and any other works, and providing copies of periodic reports and meeting reports to the developer.

20-preparing and submitting (3) copies of the monthly reports, including the following:

- The photographs that the contractor is commissioned to take
- A brief report on the weather conditions to serve the purposes of the project.
- The history of the completed works is detailed in terms of proportions and values.
- It is necessary to comment on the progress of the work and compare what is really happening and between the approved work program.
- The change orders issued are dated.
- Problems, shortcomings, obstacles and means of treatment.
- A check of used equipment and prepared materials.
- The number of skilled workers and ordinary workers and their permanence.
- About the payments received by the contractor for its date
- List of laboratory tests and commenting on them and the actions taken regarding materials that violate specifications.
- The number of engineers and technicians working (residents.)

21-participation in any committees related to the supervision of the project.

Note:

If the working conditions require special requirements and are not included in the duties, the developer must specify these requirements and the duties of the supervising office.



Contract appendix No. 2-good performance guarantee form

To Messrs.:

We are pleased to inform you that our
bank
He has secured a financial guarantee,
the designer
About Tender No
Related **JDs.**

In the amount of: (.....) JDs

In exchange for ensuring good performance to ensure the supervising office's commitment to provide engineering services for the design and in accordance with the conditions of the contract for the tender above.

We undertake to pay you the stated amount upon your first request without warning, reservation or any other condition, without the need to give any reasons, and regardless of any opposition on the part of the supervising office.

This guarantee shall remain valid from the date of its issuance for a period determined in principle:

-
Dated..... month year.....

Unless extended or renewed at the request of the developer

Signature of the sponsor / bank:

Authorized signatory:

In the presence and testimony of:

The date:



Contract appendix No. 3-Allowance for the fees of the supervising office at the supervision stage

1-fees of the resident supervision staff:

Comprehensive monthly allowances, for basic salaries and subsequent vacations, compensations, Social Security, tax, transportation allowances, management allowance, profits and unforeseen expenses.

The supervising office is obliged to provide an alternative to any of the resident supervising staff members who are on leave for a period exceeding(3) days, and in case of failure to do so, the cost of the allowance for the fees of the authorized supervising staff members will be deducted as specified in Appendix No.(3 / a) .

2-all payments are made by the developer within (30) days from the date of submission of their statements.

3-the numbers of the supervising apparatus and its fee allowances at each of the sites or the head office are reduced after agreement between the developer and the supervising office in light of the actual achievement and progress of work in various projects , and if no agreement is reached between the two teams , the supervising office retains the technical apparatus as stated in the contract until the dispute is resolved.

4-payment method:

A-the head office fees allowance is paid as a monthly lump sum for the entire period of work and this allowance is fixed for the duration of the specified period of office support contained in Appendix No. (3 / A), and after the expiration of the office support period specified in the same appendix, the amount of monthly office support is reduced due to the reduction of the number of the supervising staff according to the following:

Support ratio of the office = Total support value for the office × 100% of the bid value without the reserve amounts and sales tax

Reduction in the amount of monthly office support= the ratio of office support × salaries of the monthly staff that is being laid off.

The supervising office must carry out any works related to the tender that it supervises after the date of receipt of the works and until the expiration of the notice period for repairing defects , provided that no more than three visits * without the right to claim any costs for this, the cost of such works is charged to the prices of the tender for engineering services for supervision .

B – the Fee Allowance of the Resident Agency agreed to keep it according to the table in Appendix No. (3-A) shall be paid and these allowances shall be fixed in value throughout the duration of the project implementation.

* An explanation has been added to Paragraph 15 of Annex to contract No. 1



Contract appendix No. (3 / A) - the allowance of the fees of the supervising office in the supervision stage

The developer determines the necessary technical and administrative personnel to carry out the work of supervising the execution works, from all the required specialties, to name a few :-

No.	Description, experience and personnel	No.	Duration in month	Monthly allowance, in Dollar, in writing and in figures	Total in Dollar, in writing and in figures
1.	Project manager: with experience				
2.	Resident engineer: with experience				
3.	Site engineer: with experience				
4.	Engineer specialty: with experience				
5.	Quantum computer: with experience				
6.	Surveyor: with experience				
7.	Technician: expertly				
8.	Administrative: with experience				
9.	Head office support				
Total transferred to page ()					
Value of tender in total for supervising including general tax on sales in total In writing:					

Notes:

1-the developer can add technical and administrative personnel not listed above or print another similar table, including " all specialties required for the project.



2-Write down the monthly allowances and the total in dollars by number and writing

Name of the supervising office

The authorized signatory Title

The address

Phone Fax..... P.O Box

Seal and signature of the supervising office



Contract appendix No. (3 / B) - summary of the fees of the supervising office in the supervision stage

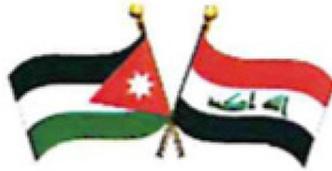
No.	Description	Transferred from page	Total Value		
			In writing	Dollar	Cent
1.	The cost of supervision, including all fees and taxes				
2.	A reserve amount to cover the supervision of the implementation of environmental and heritage studies of the project and acted with the knowledge and consent of the developer and in coordination with the supervising office to pay the salaries of specialists in the field of Environment and heritage, who will be appointed during the supervision phase .				
3.	Reserve amount (as needed)				
4.	Total bid value including reserve amounts and all fees and taxes				
Total in figures ()Dollars					
Total in writingDollars					
Name of the supervising office					
The authorized signatory Title					
The address					
Phone Fax..... P.O Box					
Seal and signature of the supervising office					

Notes:

1-the total is written in dollars numerically and in writing

2-if there is no need to supervise the implementation of environmental and heritage studies for some projects, this item is deleted.

3-in case of need for any reserve amounts, they will be filled in by the developer within this table.



Contract appendix No. 4-Declaration related to other payments

I'm the undersigned below

.....
We, the undersigned below, acknowledge our signatures and our seal
.....

.....
That we have reviewed what is stated under Article No. (22-p) of the general terms of the engineering services contract (P2) and pursuant to the provisions of this article, we attach a duly signed declaration by us in which we acknowledge all commissions, consulting fees, agents 'fees or other direct and indirect and anything of material value that has been paid or agreed to be paid to "others" and attach herewith a detailed description of these other payments and to whom they were paid and the reason for them, whether they were paid or will be paid directly or indirectly by US or on behalf of about us or by or on behalf of subcontractors or any of their employees, agents or representatives, in connection with the invitation to submit proposals For the execution of this contract, the tender / auction process itself, the referral to the consultant, or the negotiations that are being conducted to conclude the contract or for its actual execution.

We also undertake to provide a written statement to the developer immediately about the existence of any payments, including, for example, a detailed description of the reason for these payments, on the date of our payment or the date of our obligation to pay, whichever occurs first. we also agree that the developer will take the measures set out under the above-mentioned article in the event of any violation or breach by us of the provisions of Article (1) thereof, and we are committed to implement all that is stated in this article.

Therefore, we signed on

Consultant name:

The authorized signatory:

Signature of the authorized signatory:

Seal:

* The supervising office shall submit the declaration related to the other payments and in case it does not pay any commissions, fees or any of the matters specified in Article (22/p), it shall mention this in the declaration submitted by it, and anyone who does not submit this declaration will reject its offer, and the supervising office shall put the declaration in a closed envelope separate from the offer.



Contract appendix No. 5-declaration related to prohibited payments

I'm the undersigned below

We, the undersigned below, acknowledge our signatures and our seal

We have reviewed the provisions of Article (22/Q) of the general terms of the engineering services contract (P2), and pursuant to the provisions of this article, we attach a duly signed statement by us, in which we acknowledge that we have not paid any amounts, whether commissions, consulting fees, agent fees, or others, directly or indirectly, and we have not provided anything of material value, and we have not given promises or pledges to pay such amounts or provide such things, either directly or by proxy, or regardless of whether it was done by US or on behalf of about us or by our subcontractors or on behalf of them or any of their employees, agents or representatives to the developer, including for Without limitation, any "employee", regardless of whether he is acting in an official capacity or not, in connection with the invitation to tender for the execution of this contract, the tender/auction process itself, the referral to the consultant, the negotiations for the conclusion of the contract or for its actual execution.

We also undertake that we will not make any prohibited payments or promise to make such payments either directly or by proxy, whether by US or by our subcontractors or any of their employees, agents or representatives to any "employee" in connection with the amendment, renewal, extension or execution of this contract.

Therefore, we signed on

Consultant name:

The authorized signatory:

Signature of the authorized signatory:

Seal:

- The supervising office must submit the declaration related to the prohibited payments, and in the event that it does not pay any commissions, fees or any of the matters specified in Article (22 / Q), it must mention this in the declaration submitted by it, and anyone who does not submit this declaration will reject its offer , and the supervising office must put the declaration in a closed envelope separate from the offer



Table No. (1) referred tenders

All participants in this tender are required to fill in the size of the office's commitment for the tenders referred to it as indicated below, and the designer should indicate the reasons and justifications for the delay in completing the projects within the specified period if there is a delay

No .	Name and No. of Tender	The ratio of the size of the current obligation in dinars				Name of employer	Date of commencement	Original term of tender	Expected work completion date
		Design	Supervision	Bot h	Completi on ratio till date				

Notes:

- In case this form was not filled out; the offer shall be subject to rejection
- If the form is not enough, other pages can be attached.

I certify that the above information is true and accurate and I take full responsibility

Authorized signatory name:

Signature and seal:



Table No. (2) institutional status

All consultants participating in this tender are required to fill out the form below related to the corporate status with the names of partners who have joined or left the office

No.	The names of the partners as of the date of the last amendment	Names of partners who have left the company or office	Reasons for leaving	Date of leaving	Names of partners who have joined the company or the office	Date of joining

Notes:

1. CV certificates and experience certificates of new partners are attached and rehabilitation certificates.
2. In case this form was not filled out; the offer shall be subject to rejection

I certify that the above information is true and accurate and I take full responsibility

Authorized signatory name:

Signature and seal:

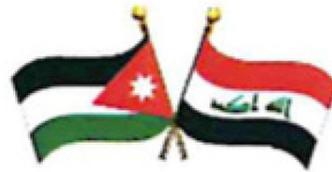


Table No. (4) analysis of the monthly staff Fee Allowance

No.	Job description of staff	Basic Salary	Allowances	Social Security	Taxes	Regular and sick leave allowance	*Transportation allowance	**residence allowance	Services and expenses	***Others	Profits%	Total

* The transportation allowance for cadres is calculated in accordance with what is stated under Clause (2) of the annex to the contract No. 1 .

** Indicate the cost of residence allowance if the consultant is asked to secure residence by him in the tender documents.

*** The supervising office is required to specify the items that fall under this item.



Table No. (5) analysis of office support fees allowance

No.	Job description of the staff	Cost for entire term determined in the contract
1	Management of the Supervisory Authority	
2	* The cost of sending the main engineers to visit the site along with the cost of their transportation	
3	The cost of preparing reports or files	
4	The cost of completing the works described in Clauses (3 – 21) of the annex to contract No. 1	
5	Expenses and profits	
6	** Other	
7	Total	
8	The percentage of office support of the entire value of the tender without taxes and fees and the reserve amount	%

* The allowance for the movements of office equipment is calculated within this item and according to what is indicated under Item (2) of the annex to the contract No. 1.

** The consultant is asked to specify the items that fall under this item