



FOUNDING KING PALACE IN MA'AN

PREQUALIFICATION DOCUMENTS

January - 2019



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GENERAL

1. Introduction:

The Scope of works is to renovate and conserve the existing Founding King Palace in Ma'an.

The Palace is located about 3km south of Ma'an as one of the Hijaz Railway buildings. Prince Abdullah the 1st took it as a residence after arriving from Hijaz on November 21, 1921. Important decisions were taken in this palace and laid the foundation stone for modern Jordan. recently the building has been transformed into a museum.

The site stands as a witness to several local and regional events in the recent history of Jordan i.e advent of Prince Abdullah to Ma'an, Arab renaissance, battles and role of Ma'anis, Hijazz railway as a pan Islamic project & related technology.

The significance of the site is not only about a main technological feature, or architectural monument of high aesthetic values, but of different layers of memories that took place within this local context and turned it into a memorial, related to local daily events or even events related to the Arab renaissance.

Suitably experienced contractors in heritage buildings are therefore invited to send their responses to the relevant questions in this document, together with supporting documentation by completion of the Pre-qualification form attached hereto.

One original and one copy in English must be returned to:

Government Tenders Department

e mail: Biddings@gtd.gov.jo

Website: www.gtd.gov.jo

Fax: 5822196, 5857583

Before ----/----/-----.

All information submitted as part of this Pre-qualification process will be considered as confidential.

2. THE PROJECT

The design intent is to focus on repairing and restoring the original volume, while respecting the historical structure. Both the restoration and repair of the existing is driven by the idea that the original structure should be emphasized in its spatial context and original materiality.

The restoration of the Founding King Palace will follow a principle of conservation rather than reconstruction – the design gives back only enough context so that the significance of the whole structure and the sequence of spaces contained within it are legible.

3. THE FORM OF CONTRACT

- A. The Contract will be a Re-measurable contract incorporating "Conditions of Contract for Construction for year 2010 (Amended edition 2013 published by MPWH).
- B. The following systems are suggested to be included within the main contract as a Provisional Sum items (work is to be executed by a Sub-contractors)
 - a. Graphic Design and Copy Writing Works
 - b. Movable Furniture
 - c. Display units and showcases
 - d. Generator
 - e. Software and Electronics
 - f. Sound System
- C. The Contract will provide for direct payments to the Contractor in Jordanian Dinars.
- D. The Performance Security shall be in the form of a Bank Guarantee (10% of the Accepted Contract Sum) issued through a Bank operating in Jordan.
- E. The law to which the Contract is to be subject and according to which Contract will be construed shall be the law for the time being in force in Jordan.
- F. The procurement, transport and storage of all construction plant and materials for all works shall be the responsibility of the Contractor.
- G. Provisions for administration, accommodation, transportation and well being of Contractor's workforce shall be the responsibility of the Contractor.
- H. The Contractor shall be fully responsible for the commitment to Employer regulations in connection with the Works.
- I. The Defects Liability Period shall be 730 days from the date of the Taking Over Certificate.

4. FINANCING OF CONTRACTS

The Royal Hashemite Court (RHC) will be financing the project. The Employer is the Ministry of Public Works and Housing "MPWH".

5. REQUIREMENTS TO BE MET BY APPLICANTS

- A. The major activities involved in the work to be executed have been identified in Section 2.
- B. Applicants should note that any description is an approximation of that to be required in connection with this contract and no responsibility or obligation towards applicants is to be assumed or implied in this respect.
- C. Applications for Pre-qualification and all correspondence relating to the Pre-qualification shall be written in the English language. Supporting documents and printed literature furnished by the applicants in another language must be accompanied by an appropriate resume in the above stated language. For the purposes of interpretation of the applicants, the English language shall prevail.
- D. In cases where the application is a combination of companies in Joint Venture, the information asked for in each of the questions is required to be given for each of members of the Joint Venture as fully as if there was a single applicant company. Where an applicant intends to sub-contract a major or critical part of the work, consideration will be given to the competence of such a sub-contractor. It is therefore important for the applicant to include relevant Pre-qualification details in respect of all potential major sub-contractors.
- E. Great importance will be attached to applicant's management structure. An organization chart showing the management structure applicable to the Contract should be provided and, in the case of Joint Venture, the posts which the members of the Management Board or other controlling organization occupy in their respective employer companies should also be shown. In all cases, whether a single company or a Joint Venture are involved, arrangements which lack a strong and clearly identified management structure will be unacceptable and may lead to disqualification of the said application. If a Joint Venture intends to divide the work between two member companies, the work which will be done 'jointly' (if any) should also be set out. In a Joint Venture, one of the member companies will be required to have the authority of the other members to act for and bind all the members of the Joint Venture in their relationship with the Employer. Notwithstanding the foregoing, each and every member of a Joint Venture shall be jointly and severally liable to the Employer for the due and proper performance of any contract awarded to the Joint Venture.

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- F. Any single applicant, or member company of Joint Venture, which is a subsidiary of or controlled by another company will be required to submit an ULTIMATE PARENT COMPANY GUARANTEE by which the ultimate parent undertakes to the Employer, in a legally binding form, that its full technical and financial resources will be made available to the Employer for the performance of the subsidiary company's obligations under and arising out of the Contract.

Each applicant to whom this requirement applies must present with its completed Pre-qualification Form a confirmatory letter from the Ultimate Parent Company accepting that on any award to the applicant or to a Joint Venture including the applicant it will complete such a guarantee in a form to be agreed.

- G. Any applicant which has any interest in, or control over, any other applicant (other than through a Joint Venture defined in this document) must disclose the nature of such interest or control in a separate letter marked 'CONFIDENTIAL' accompanying the documents forming the Pre-qualification application.

- H. While it is acceptable for any applicant to apply for Pre-qualification both individually and as a partner in a Joint Venture, it will not be acceptable for any firm to submit, or to participate in, more than one bid on the contract, and any bids submitted in violation of this rule will be rejected.

- I. a) In the case of a Joint Venture, if the Joint Venture is pre-qualified and submits a bid, the Joint Venture must take all necessary steps to satisfy the Employer that the manner of signing the subsequent contract, binds all the parties in the Joint Venture jointly and severally to the Employer.

b) If a Joint Venture is pre-qualified, any subsequent changes in its structure or composition will automatically cause it to be disqualified unless it has obtained the approval of the Employer in writing prior to the deadline for tender submission. No Joint Venture may be formed or reformed to include any company which has not previously been pre-qualified (either individually or as part of a Joint Venture) and approved by the Employer. The Employer's approval will not be given if, among other things, the Employer is of the opinion that the results of such changes or formation would be:

i) a substantial reduction in competition;

or

ii) a reduction of the Joint Venture qualifications below the minimal thresholds stated as acceptable in these Pre-qualification documents.

- c) The percentage participation in a Joint Venture of each of its members (in terms of corresponding percentage of the value of the Contract) must not exceed each member's capacity.

- J. Provide a proposed high level construction phasing schedule which outlines a method of completing the works in the shortest duration.

6. EVALUATION

- A. The Employer will select the applicants who are to be invited to submit a tender for the Contract. All factors including experience, management structure, resources, extent to which resources will be used, financial standing and other work in hand with particular reference to the responses to questions in the attached Pre-qualification Forms, Pages A to P will be considered.
- B. The score (70%) shall be the minimum qualification for contractors.
- C. The selection of firms to be invited to tender shall be made solely on the basis of the ranking of the submissions evaluated with respect to the qualifications of the firms regarding relevant contracting experience and competence, resources (physical) and finances. The submissions shall be ranked as follows:

a) Relevant contracting experience in the last ten years **20%**

- | | |
|--|-----|
| 1. In restoration (minimum two projects) | 10% |
| 2. In Museums (minimum two projects) | 10% |

b) Resources (personnel) **60%**

- | | |
|---|------------|
| 1. For applicant | 20% |
| 1.1 Project Manager | 10% |
| i. General Experience (Minimum 10 years) | 4% |
| ii. Relevant Experience (Minimum 2 projects) | 6% |
| 1.2 Other key personnel | 10% |
| i. Senior Electrical Engineer (Minimum 10 years) | 3% |
| ii. Senior Mechanical Engineer (Minimum 10 years) | 3% |
| iii. Architect (Minimum 7 years) | 4% |
| 2. For local or international restoration expert | 40% |
| 2.1 Restoration expert site team leader | 15% |
| i. General Experience (Minimum 10 years) | 5% |
| ii. Relevant Experience | 10% |

2.2 Other key personnel for carpentry, metal works, plastering, stone works, artworks, and painting, (for local or international restoration expert)	25%
i. Carpentry specialist	5%
ii. Metal works specialist	5%
iii. Plastering specialist	5%
iv. Stone works specialist	5%
v. Artworks, and painting specialist	5%

c) Management Capability **10%**

d) Finances (asset backing, liquidity etc). **10%**

- D. Evaluation of the applications will be done solely on the basis of the information presented by applicants in the attached Pre-qualification Form, in any attachments to this Form as specifically suggested in the Form and on the basis of further information obtained by Employer, at his sole discretion, from third parties (Bankers, Contractors Reference, Owners or Consulting Engineers of works constructed by applicants). Applicants shall officially authorize the Employer (AFFIDAVIT) to obtain information from References whose names are listed in the application and to verify any information provided. Should the Employer discover any contradicts between information provided and verified, or any hidden information; this might lead to disqualify the Applicant.
- E. The Employer will notify each applicant of the list of applicants which are qualified to tender. Notification will be by emails or telefax and confirmed by letter. There will be no explanation or discussion of the result and by submitting to Pre-qualification application, each applicant so accepts and agrees, both at law and otherwise.
- F. The Employer has the right in its sole discretion and without offering any justification therefore not to qualify any applicant which, in the opinion of the Employer, does not meet the requirements for the qualification, or has not submitted adequate evidence of its companies and standards of fitness as required by or implied in the Pre-qualification Form.

7. COMPLETION OF PRE-QUALIFICATION FORM

- A. The objective of the Pre-qualification Form is to enable the applicant to demonstrate its suitability to execute the required work in terms of:
- (a) Relevant experience.
 - (b) Resources (personnel and physical)
 - (c) Management Capability
 - (d) Finances (asset backing, liquidity, etc)
- B. Applicant's attention is particularly drawn to the Notes to Applicants listed on Sheet B of

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the Pre-qualification Form and the necessity for ensuring that the submitted information may be readily identified and cross-referenced to the specific query.

C. Contracting experience and competence:

Information concerning this feature can be presented by applicants on Pages H, I, K, and L.

D. Management capability:

Information concerning this feature can be presented by the applicants of Pages C,D, M1, M2, and J.

E. Resources

Information regarding this feature can be presented by applicants on Pages F, and J.

F. Finance

Information regarding this feature can be presented by applicants on Page E.

G. In the event of further information or clarification being required from an applicant after submission of their application for Pre-qualification, a request will be made in writing. Failure to respond within two weeks may result in an application not being considered further.

FORMS

Standard Pre-qualification form for Contractors

Name of Contractor:

Name of Employer:

Title of Project: **FOUNDING KING PALACE IN MA'AN**

Location: **MA'AN / JORDAN**

Name of Consulting Engineer: **CONSOLIDATED CONSULTANTS GROUP**

Date:

Project: Founding King Palace in Ma'an

Company:

Notes to applicants

1. Please answer all questions.
 2. Supplementary pages may be inserted if required.
 3. Please number each page in the space provided at the top of each page.
 4. Please retain a copy of your complete submission.
 5. If a Joint Venture is proposed, both Companies are to respond to all questions.
 6. Project financial data is to be given in Jordanian Dinars unless otherwise requested.
-

Standard pages

- A.** Title page.
- B.** Notes
- C.** Structure and organization 1
- D.** Structure and organization 2
- E.** Financial statement
- F.** Resources: personnel 1
- G.** Resources: personnel 2
- H.** Experience: relevant projects completed
- I.** Experience: all projects in progress
- J.** Management Capability
- K.** Contractor's Experience and competence
- L.** Contractor's Experience and competence
- M.** Joint Venture

Please list below any additional pages attached to each standard page:

Project: Founding King Palace in Ma'an

Company:

Structure and organization 1

1. Name of Company:

Address:

Telephone number:

Telex number:

Registered office address:

2. Description of Company (for example, General Excavation Contractor):

3. Number of years experience as a General Contractor- in own country:
- internationally:

4. Number of years experience as a Sub-contractor - in own country:
- internationally:

5. Names and addresses of associated Companies to be involved in the project-
and whether parent /subsidiary/other:

6. If the Company is a subsidiary, what involvement, if any, will the parent
Company have in the project?

Project: Founding King Palace in Ma'an

Company:

Structure and organization 2

7. Please indicate here or attach an organization chart showing the Company structure including the positions of directors and key personnel, if relevant.

Project: Founding King Palace in Ma'an

Company:

Financial statement

1. Capital:

Authorized:

Issued:

2. Annual value of construction work undertaken for each of the last ten years and projected for current year.

Year	Current					
Home						
Abroad						

3. Approximate value of work in hand:

4. Please attach copies of the Company's previous three years' accounts (profit/loss, assets/liabilities) and other financial data which you consider to be useful. List all attachments below:

5. Name and address of Bankers from whom references can be obtained:

Project: Founding King Palace in Ma'an
Company:

Resources 1: personnel

1. Number of staff: Technical: Administrative:

2. Please list present executive directors:

Name	Present position	Years of experience with the Company/in construction
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Project: Founding King Palace in Ma'an

Company:

Resources 2: personnel (for applicant and restoration expert)

List information about other Key Personnel below, and attach the CV for each key personnel*:

*Documented experience should be supported by reference documents from employers.

Project: Founding King Palace in Ma'an

Company:

Experience: relevant projects completed

Please fill in information about the relevant projects completed over the past ten years.
In case of any unjustified delay, kindly provide the reason for that.

Name of Employer	Name, location and type of projects	Name of (Consulting) Engineer responsible for supervision	Contract price and date	Percentage of participation of company in project	Was contract satisfactorily completed. including time provision

Project: Founding King Palace in Ma'an

Company:

Experience: all projects in progress

Give information about all projects in progress, including those where the company has received a letter of intent, but a formal contract has not yet been awarded.

Employer	(Consulting) Engineer responsible for supervision	Location and description of the work	Percentage participation of company in the project	Value of contract	Value completed and certified	Percentage of practical completion	Scheduled date of completion of work

Pre-qualification form

Project: Founding King Palace in Ma'an

Company:

MANAGEMENT CAPABILITY

On the basis of the Information given in this pre-qualification document (*), please describe your management capability (**) relevant to the project as follows:

1. Applicant's management structure and field organization

Notes (*) Please also confirm that the contracts on which your knowledge and experience were gained were contracts satisfactorily completed within time provision. If not completed within time, please state reasons.

(**) The applicant shall detail the pages and sections of his submission where he has answered each question.

Pre-qualification form

Project: Founding King Palace in Ma'an

Company:

CONTRACTING EXPERIENCE AND COMPETENCE

On the basis of the information given in this Pre-qualification document, please describe your contracting experience and competence (**) relevant to the project as follows:

1. Survey control, quality control, construction methods, planning procedures, quality assurance procedures, procurement of materials, supplier and sub-contracted services for port construction works carried out on schedule and with a high rate of progress.

Notes (**) The applicant shall detail the pages and sections of his submissions where he has answered each question.

Pre-qualification form

Project: Founding King Palace in Ma'an

Company:

CONTRACTING EXPERIENCE AND COMPETENCE

2. Applicant's record on OHS issues (evidence can include reprimands, fines, compliance with reporting regulations, accident frequency rate, as well as examples of safe practices)

3. Whether the contractor has the following:

- A health and safety policy signed by the managing director.
- A policy on subcontracting to ensure that health and safety requirements will also be implemented, monitored and reported on by subcontractors.
- A full time, qualified health and safety officer.
- A health and safety management system in place a core of permanent regular workers trained in health and safety.
- Health and safety induction for new employees (including a means of informing them of their rights)and regular training for all workers.

Notes (**) The applicant shall detail the pages and sections of his submissions where he has answered each question.

Project: Founding King Palace in Ma'an

Joint Venture

JOINT VENTURE AGREEMENT

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

Mr. Represented by

Mr. Represented by

Mr. Represented by

1- To form a joint - venture to execute the works specified in the Contract of the Central Tender No. (/) which was signed or to be signed with the Employer.

2- All parties of the J/V shall be obliged to perform all works agreed upon with the employer which are specified in the tender contract, and they are jointly and severally responsible for all works related to tender no. (/) and the contract pertaining thereto. Should one party fails or delays to perform its obligations either partially or totally, it shall be the responsibility of all other parties jointly and severally without reservation to execute all obligations set under the contract with the Employer to the same standards specified by the contract .

3- The parties to the J/V nominate as leader of the J/V . Any correspondence between the Employer and the parties to the J/V shall be addressed to such leader.

4- The parties to the J/V nominate Mr..... as a representative of the leader and he is authorized to sign on behalf of the J/V all documents and contracts related to tender no. (/) , and to represent the J/V before all competent courts and non official bodies in all contractual, administrative, financial and legal issues related to tender No. (/) and the contract pertaining thereto.

5- The parties to the J/V have no right to terminate this agreement or substitute the leader's representative until the works awarded to them by the contract to this tender are completed and shall remain responsible before the employer until the works are finally taken over as per the conditions of taking over specified in the Tender / Contract documents .

6- This agreement is written in both Languages Arabic and English should any difficulty of interpretation arise the Arabic text shall be considered the authentic.

اتفاقية ائتلاف

تم الاتفاق في هذا اليوم الموافق / / 2019 فيما بين :

السيد ويمثلها

السيد ويمثلها

السيد ويمثلها

١- على تشكيل ائتلاف فيما بينهم لتنفيذ أشغال عقد العطاء المركزي رقم (/) المتعلق بـ..... المبرم أو الذي سوف يبرم مع صاحب العمل.

٢- يلتزم جميع أطراف الائتلاف بإنجاز جميع الأشغال المتفق عليها مع صاحب العمل والمنصوص عليها في عقد العطاء ويكونون متضامنين ومكافلين في مسؤولياتهم نحو صاحب العمل فيما يخص كافة الأشغال المتعلقة بالعطاء رقم (/) والعقد الخاص به وفي حالة تخلف أو تأخر أحد أطراف الائتلاف عن إنجاز المسؤوليات المناطة به تنفيذها جزئياً أو كلياً يلتزم بقية الأطراف مجتمعين و / أو منفردين دون تحفظ بإنجاز جميع الالتزامات المحددة بالعقد الموقع مع صاحب العمل بالشكل المتفق عليه في العقد.

٣- يعين أطراف الائتلاف رئيساً للائتلاف لإدارة العطاء رقم (/) ، وأي مراسلات تتم بين صاحب العمل والائتلاف توجه إليه .

٤- يسمي أطراف الائتلاف السيد..... ممثلاً لرئيس الائتلاف وهو مفوضاً بالتوقيع نيابة عن الائتلاف على كافة الأوراق والعقود الخاصة بالعطاء رقم (/) وبتمثيل الائتلاف أمام المحاكم المختصة والدوائر الرسمية وغير الرسمية في كافة الأمور العقدية والإدارية والمالية والقضائية المتعلقة بالعطاء رقم (/) والعقد الخاص به .

٥- لا يحق لأطراف الائتلاف أو أي طرف فيه فسخ الائتلاف فيما بينهم أو تبديل ممثل رئيس الائتلاف إلا بعد انتهاء الأشغال المحالة عليهم بموجب العقد الخاص بهذا العطاء وتكون مسؤولياتهم تجاه صاحب العمل قائمه أي حين تسليم الأشغال اسلاماً نهائياً حسب شروط الاستلام المحددة في وثائق العقد / العطاء .

٦- حررت هذه الاتفاقية باللغتين العربية والإنجليزية . في حالة نشوء أي اختلاف في تفسير أي من بنودها تعتبر لغة العقد المعتمدة هي اللغة العربية وملزمة للطرفين .

الطرف

الطرف الثاني

الطرف الاول

الثالث

Third Party

Second Party

First Party

توقيع الشخص المخول بالتوقيع قانونياً Signature of the Authorized Person

.....

.....

.....

Seal الخاتم الرسمي

.....

.....

.....

Notary Public Certification تصديق كاتب العدل