

THE HASHEMITE KINGDOM OF JORDAN
Ministry of Public Works and Housing



REQUEST FOR PROPOSALS
FOR
PROJECT MANAGEMENT SERVICES
FOR
CONSTRUCTION OF SCHOOLS IN JORDAN
Funded by a Grant
from
The Kingdom of Saudi Arabia
through
The Saudi Fund for Development
CENTRAL TENDER NO. (5/2017)

February 2017

Glossary

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(already sent to shortlisted Consultants)
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SECTION 1: LETTER OF INVITATION
(already sent to shortlisted Consultants)

SECTION 2. INSTRUCTIONS TO CONSULTANTS

Definitions

- (a) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract. The term "Consultant" and "Tenderer" may be used synonymously as the context permits.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the government of the Client's country.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (j) "Proposal" means the Financial Proposal, and is sometimes referred to as the "Tender".
- (k) "RFP" means the Request For Proposals to be prepared by the Client for the selection of Consultants.
- (l) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (n) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a Saudi consulting firm (the Consultant) from those shortlisted and invited in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Financial Proposal. The Proposal will be the basis for contract negotiations and ultimately a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project site before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their site visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.5 Client will timely provide at no cost to the Consultants the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and report.
- Conflict of Interest**
- 1.6 Client policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- Fraud and Corruption**
- 1.7 The Client requires that Consultants participating in Client-financed projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.
- Only one Proposal**
- 1.8 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- Proposal Validity**
- 1.9 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, Consultants should maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations

within this period.

2. Clarification & Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing or by standard electronic means and will send written copies of the response to all invited Consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language(s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 Consultants must give particular attention to the following:
- (a) This Proposal means the Financial Proposal and the Tender Security. The successful Consultant shall, upon the request of the Client, submit the names and qualifications of the staff, methodology and work plan as defined under Section 5 (Terms of Reference) to the Client and shall obtain the Client's no-objection to his submission as a condition precedent to the acceptance of his Proposal and entering into contract with the Client. In case the successful Consultant failing to provide acceptable Personnel or otherwise failing to satisfy any requirement under this RFP, the Client shall have the right to call the Tender Security.
 - (b) For assignments of staff-time basis, the estimated number of professional staff-months is given in the Data Sheet.
 - (c) It is desirable that the majority of the key professional Personnel proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (d) *Not used.*
 - (e) Reports to be issued by the Consultants as part of this assignment must be in the language(s) specified in the

- Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.
- Language**
- 3.4 Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 above.
- 3.5 *Not Used*
- 3.6 *Not Used.*
- Financial Proposals**
- 3.7 In preparing the Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms (Section 4). It shall list all costs associated with the assignment including (a) remuneration for Personnel (foreign and local, in the field and headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture and supplies), office rent, insurance, and printing of documents, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 3.8 The Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the Consultants, the Sub-Consultants, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specified otherwise.
- 3.9 Consultants may not use more than the currencies stated in the Data Sheet.
- 3.10 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.11 The Data Sheet indicated how long the proposals must remain valid after the submission date. During the period, the Consultant is expected to keep available the Personnel proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity of the Proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.
- Tender Security**
- 3.12 The Consultant shall furnish, as part of its Tender, a Tender Security in the amount stipulated in the Tender Data.
- 3.13 The Tender Security shall:
- (a) be in the form of a bank guarantee from a reputable

institution in Jordan;

- (b) be substantially in accordance with the Form of Tender Security included in Section 4, Form FIN-6;
- (c) be payable promptly upon written demand by the Employer in case any of the conditions listed in Sub-Clause 3.18 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of sixty (60) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested.

3.14 The Tender Security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.

3.15 Any Tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as nonresponsive.

3.16 The Tender Security of an unsuccessful Tenderer/Consultant will be returned as promptly as possible, but not later than 28 days after the expiration of the original period, or any subsequently extended period, of Tender validity.

3.17 The Tender Security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Security.

3.18 The Tender Security may be forfeited

- (a) if the Tenderer unduly withdraws its Proposal;
- (b) if the Tenderer does not accept the correction of its Tender Price, pursuant to Sub-Clause 5.6; or
- (c) in the case of a successful Tenderer, if he fails within the specified time limit to
 - (i) provide names of his staff, as well as other details such as methodology and work plan, that meet the conditions and qualifications stated in Section 5 (Terms of Reference) such as to obtain the no-objection of the Client,
 - (ii) sign the Agreement, or
 - (iii) furnish the required Performance Security.

4. Submission, Receipt, and Opening of Proposals

4.1 The original Financial Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

4.2 An authorized representative of the Consultants shall initial all pages of the original Financial Proposal. The

representative's authorization is confirmed by a written power of attorney accompanying the proposal.

- 4.3 For each proposal, the Consultant shall prepare the number of copies indicated in the Data Sheet. Each Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL". Similarly, the original Tender Security shall be placed in a sealed envelope clearly marked "TENDER SECURITY". The envelopes containing the Financial Proposal and the Tender Security shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The completed Financial Proposal, together with the Tender Security, must be delivered in the manner and at the addresses stated in the Data Sheet, on or before the time and the date indicated therein or any extension to this date in accordance with para. 2.2. Any Proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 After the deadline for submission of Proposals, the envelope containing the Tender Security shall be opened first. If the Tender Security is found to be acceptable, the Financial Proposal shall be opened immediately by the evaluation committee. If the Tender Security is not provided or not acceptable, the Proposal shall be returned unopened to the Consultant.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant's Proposal.

Evaluation of Proposals

- 5.2 Not used.
- 5.3 Not used.
- 5.4 Not used.
- 5.5 Proposals shall be opened publicly in the presence of the

**Public Opening
and Evaluation
of Financial
Proposals**

Consultants' representatives who choose to attend. The name of the Consultant and the proposed price shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 .

5.7 Not used.

5.8 The Client will select the Proposal with the most favourable price (after correction as per para. 5.6 above), and as per the formula stated in the Data Sheet. The selected firm will be invited for negotiations.

6. Negotiations

6.1 Negotiations between the Client and Consultant will be held at the date and address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Consultant's technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference, all of which shall be submitted upon the Client's request. The Client and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. In case the Consultant refuses or fails to satisfy the technical requirements stated in the RFP, the Client shall have the right to reject his Proposal without entitling the Consultant to any cost or compensation, and confiscate his Tender Security.

6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract, and will reflect any agreed technical modifications.

6.4 The Client expects to negotiate a Contract on the basis of the Personnel agreed during contract negotiations, and will require assurances that the Personnel will be actually available. If this is not the case and if it is established that Personnel were offered during negotiations without availability, the Consultant may be disqualified.

6.5 Negotiations will conclude with a review of a draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will confiscate the Tender Security and invite the Consultant with the next favorable price to negotiate a

Contract.

7. Award of Contract

- 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 7.3 In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request in writing that the Consultants extend the period of validity for a specified additional period. A Consultant may refuse the request without forfeiting his Tender Security. A Consultant agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender Security for the period of the extension.

Instructions to Consultants

Data Sheet

Paragraph Reference	
1.1	<p>Name of the Client: Ministry of Public Works and Housing, Amman, Jordan</p> <p>The method of selection is: Most favourable Tender Price.</p>
	<p>A pre-Proposal conference will be held: No</p> <p>The name, address and telephone numbers of the Client's official are:</p> <p style="text-align: center;"><i>H.E Huda Shishani Director General Government Tenders Department Ministry of Public Works and Housing 2nd Floor 8th Circle / King Abdullah II Street Amman – Jordan Tel. : 00 962 6 585 8311, 312, 313. Fax : 00 962 6 585 75 83 and 00 962 6 585 76 39 P.O Box: 1220 Amman 11118 Jordan E- mail : r-biddings@qtd.gov.jo Website: www.qtd.gov.jo</i></p> <p style="text-align: center;">A copy to the Client address :</p> <p style="text-align: center;"><i>Ministry of Public Works and Housing (8th Circle)/ King Abdullah II Street P.O Box: 1220 Amman 11118 Jordan Telephone number: 00 962 6 585 9895 Email: sami@mpwh.gov.jo</i></p>
1.5	<p>The Client will provide, through the Contractor, fully furnished and serviced Site offices.</p> <p>The Consultant shall provide and bear the cost of the following fully furnished and serviced suitable housing for the Saudi supervision staff:</p> <ul style="list-style-type: none"> ▪ <i>Three (3) two-bedroom apartments, each with an area of no less than 120 sq.m. in west Amman, subject to the approval of the Client.</i> <p>The Consultant shall also provide fully serviced, licenced and insured suitable vehicles for the supervision staff.</p> <p>The Saudi Personnel shall be provided with the following:</p> <ul style="list-style-type: none"> ▪ <i>Three (3) new and unused 4WD vehicles equivalent to Toyota Rav4.</i>
1.9	Proposal must remain valid 90 days after the submission date
2.1	<p>Clarifications may be requested not later than 12th February 2017.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;"><i>H.E Huda Shishani Director General Government Tenders Department</i></p>

	<p><i>Ministry of Public Works and Housing 2nd Floor 8th Circle / King Abdullah II Street Amman – Jordan Tel. : 00 962 6 585 8311, 312, 313. Fax : 00 962 6 585 75 83 and 00 962 6 585 76 39 P.O Box: 1220 Amman 11118 Jordan E- mail : r-biddings@qtd.gov.jo Website: www.qtd.gov.jo</i></p> <p>A copy to the client address : <i>Ministry of Public Works and Housing (8th Circle)/ King Abdullah II Street P.O Box: 1220 Amman 11118 Jordan Telephone number: 00 962 6 585 9895 Email: sami@mpwh.gov.jo</i></p>
3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
3.3 (b)	The estimated number of professional staff-months required for this assignment is around 200 man-months (excluding Head Office Support and Design Review Team).
3.3 (d)	The minimum required experience of proposed Personnel is: As Stated in the TOR
3.3 (e)	Reports that are part of the assignment must be written in the following language: English
3.5 (c)	Training is a specific component of this assignment: No
3.8	Taxes: <i>Project is exempted from taxes.</i>
3.9	There shall be one Contract Currency, United States Dollars (USD)
4.3	The Consultant shall submit 1 original and 2 copies of each of the Financial Proposal and the Tender Security.
4.5	<p>The original Proposal (Financial Proposal and Tender Security), with one copy thereof, shall be submitted at the following address:</p> <p><i>H.E Huda Shishani Director General Government Tenders Department Ministry of Public Works and Housing 2nd Floor 8th Circle / King Abdullah II Street Amman – Jordan Tel. : 00 962 6 585 8311, 312, 313. Fax : 00 962 6 585 75 83 and 00 962 6 585 76 39 P.O Box: 1220 Amman 11118 Jordan E- mail : r-biddings@qtd.gov.jo Website: www.qtd.gov.jo</i></p> <p>The above must be submitted no later than the following date and time:</p>

	<p>12:00 hrs Jordan local time on <i>23rd February 2017</i>.</p> <p>A copy of each of the Proposal documents (Financial Proposal and Tender Security) shall be as deposited at the following address:</p> <p><i>Saudi Fund for Development</i> <i>P. O. Box 50483</i> <i>Riyadh 11523</i> <i>Phone: +966-11-2794000</i> <i>Fax: +966-11-4647450</i></p> <p>The above must be submitted no later than 12:00 hrs KSA time on 23rd February 2017.</p>
5.2	Not used.
5.5	<p>The single currency for price conversion is: Jordanian Dinars</p> <p>The source of official selling rates is: The Central Bank of Jordan</p> <p>The date of exchange rates is: The date of submission of the Proposal</p>
5.8	<p>The formula for awarding the Contract is as follows:</p> <ol style="list-style-type: none"> 1. Corrected Tender Prices are arranged from the highest to the lowest. 2. The median is selected, with two possible cases: <ol style="list-style-type: none"> a. In case of an odd number of tenderers, the middle position in sequence is selected as the median. b. In case of an even number of tenderers, the middle two positions in sequence are taken and the second of these two (the lowest) is selected as the median. 3. Any tenderer whose tender Price is more or less than 30% of the median is excluded from the tender selection process. 4. The mean (i.e., average) of the remaining Tender Prices is calculated by adding them and dividing the sum by their number. 5. The Contract is awarded to the lowest Tender Price that falls within the 10% margin lower than the mean calculated in "4" above.
6.1	<p>Expected date and address for contract negotiations: <i>To be specified in due time.</i></p>
7.2	<p>Expected date and address for assignment commencement: <i>To be specified upon award.</i></p>

SECTION 3. NOT USED

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.7 of Section 2.

Form FIN-1 Financial Proposal Submission Form

Form FIN-2 Summary of Costs

Form FIN-3 Breakdown of Costs by Activity

Form FIN-4 Breakdown of Remuneration (Time-Based)

Form FIN-5 Breakdown of Reimbursable Expenses (Time-Based)

Form FIN-6 Tender Security Form

Form FIN-1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date]. Our Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Insert Date].

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount (US Dollars)	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form FIN-2 Summary of Costs

Item	Costs
	(US Dollars)
Total Cost of Financial Proposal ⁶	

⁶ Indicate the total cost net of local taxes to be paid by the Client in US Dollars. Such total cost must coincide with form FIN-3 provided with the Proposal.

Form FIN-3 Breakdown of Costs by Activity¹

Group of Activity (Phase)²	Description:³
Cost Component Remuneration	Cost (US\$)
Remuneration⁴	
Reimbursable Expenses⁵	
Subtotals	

¹ Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billings and payment (e.g. the assignment is phased and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities.

² Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of TECH-8.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ Remuneration must respectively coincide with relevant Total Cost indicated in Forms FIN-4 and Fin-5.

⁵ Reimbursable expenses must respectively coincide with relevant Total Cost indicated in Forms FIN-4 and Fin-5.

Form FIN-4 Breakdown of Remuneration¹ (Time-Based)

Group of Activities (Phase):				
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Amount (US\$)
Foreign Staff				
		[Home]		
		[Field]		
		[Home]		
		[Field]		
Local Staff (<i>Head Office Support Team to be mentioned below each as one item</i>)				
		[Home]		
		[Field]		
		[Home]		
		[Field]		
Design Review (for 20,000 m²)				
Total Cost				

¹ Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

² Professional Staff should be indicated individually; support staff should be indicated per category.

³ Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

⁴ Indicate separately staff-month rate for home and field work.

⁵ Indicate separately for home and field work the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

Form FIN-5 Breakdown of Reimbursable Expenses¹ (Time-Based)

Group of Activities (Phase):					
No.	Description²	Unit	Unit Cost³	Quantity	Total (US\$)
	Cost of transportation				
	Cost of office accommodation, investigation and surveys				
	Cost, rental and freight of any instrument or equipment required to be provided by the Consultants for the purposes of the services.				
	Cost of communication for the purpose of the services.				
	Cost of printing and dispatching of the reports to be produced for the services.				
	Cost of such further items required for the purpose of the services not covered in the foregoing.				

¹ Form FIN-5 shall be filled for each of the Forms FIN-3 provided, if needed.

² Delete items that are not applicable or add other items.

³ Indicate unit cost.

Form FIN-6

FORM OF TENDER SECURITY

**Project Management Services for Construction of Schools in Jordan
Funded by the Saudi Fund for Development**

To MINISTRY OF PUBLIC WORKS AND HOUSING
AMMAN - JORDAN

We have the honor to inform you that we guarantee in your favor Messrs.
.....
of for the amount of **Seventy
Thousand US Dollars (70,000 US Dollars)** in order to allow them to submit a Tender for
Project Management Services for Construction of Schools in Jordan Funded by the Saudi Fund
for Development.

This guarantee shall remain valid for a period of **One Hundred and Fifty (150) days**
starting on

In the event of Messrs.
.....withdrawing their Tender, or refusing to accept arithmetical corrections to his
Tender, or failing to execute the Agreement when called upon so to do before the expiration
of the period of validity of this letter of guarantee, or failing to produce a Performance
Security when called upon so to do, we hereby irrevocably undertake to pay to you upon your
first written demand and without any notarial warning or judicial proceedings,
notwithstanding any objections on the part of the said Messrs.

the aforesaid sum of Seventy Thousand US Dollars (70,000 US Dollars) in cash.

Dated this day of 2017.

Signature

In the capacity of

duly authorized to sign this Tender Security for and on behalf of

Address.....
.....

Witness.....

Address.....

SECTION 5. TERMS OF REFERENCE

1. Introduction

The Government of Jordan, represented by the Ministry of Public Works and Housing, aims at constructing a number school buildings throughout Jordan, and intends to recruit an experienced Consultant to manage the Project and control its activities and the performance of both the design and supervision consultants, as well as the performance of the construction contractors.

The Project will be funded by the Kingdom of Saudi Arabia through the Saudi Fund for Development.

2. Description of the Services

The Services shall consist of the following two main tasks:

- a) Carrying out a thorough review until approval of the Saudi Fund for Development is obtained.
- b) Follow up, monitoring, and reporting during construction, until all schools have been successfully taken over by the Employer.

3. Project Implementation

The Ministry of Public Works and Housing (MPWH) plans to designate a Project Management Team (PMT) to implement the Project to cost, time and according to technical specifications.

The PMT will be responsible for monitoring, evaluating, and controlling all Project activities and the performance of both the design and supervision consultants, as well as the construction contractors, broadly in two main phases:

- a) Design Phase: Carrying out a thorough review of the designs of the schools by the Consultant's design review Team, reporting on any anomalies and suggestions for rectification by the design consultants, and proposing enhancements to the designs, in terms of both performance and cost. The involvement of the Design review Team shall continue until the approval of the Saudi Fund for Development is obtained, at which point tendering can proceed.
- b) Construction Phase: Carrying out all time, cost, and quality control tasks, and setting up an efficient system of monitoring, follow up, and reporting on construction at the various sites, in addition to administering all contractual matters, procurement process, financial management and audit requirements. until all schools have been successfully taken over by the Employer.

4. Objectives and Scope of Consultancy Services

4.1 Objectives of Consultancy Services

The main objective of the proposed consultancy services is to provide assistance to the Ministry of Public Works and Housing to successfully manage and implement the Project in all its aspects. A successful project is where all project components are implemented to specifications, within cost and according to the scheduled implementation period.

4.2 Scope of Consultancy Services

To manage the implementation of the Project, MPWH will create a Project Management Team (PMT), which will be headed by a Director of the MPWH (PMTD). The Director will be assisted by several engineers from MPWH, so that Jordanian engineers better familiarize themselves with the management of projects and benefit from a transfer of knowledge. The Director of the PMT will be assisted by an international consulting company which will include permanent and temporary staff. During their assignment, all Personnel shall belong to the PMT and act on behalf of it. The Consultant Team (CT) will be placed under the leadership of the PMTD.

It is expected that the CT will act as the representative of the DPMT and will enjoy all the powers of the DPMT. Therefore, full confidence is needed between the DPMT and the CT. The CT must strictly follow the orders of the DPMT, report with full transparency to the DPMT any issue related to the Project, apply the guidelines fixed by the DPMT, and keep secret sensitive or confidential information it can get during and after its assignment. If any member of the CT breaks these rules, the DPMT can ask for an immediate replacement of this member by a staff from the consulting company having an equivalent or superior profile.

The CT will proactively assist the DPMT in the implementation of all project components. This includes:

4.2.1 Tasks Prior to the Start of Construction

Task A: Establishing general organization and design for implementing the Project

- Obtaining a thorough overview and knowledge of the Project, its components, the involved entities, actors and partners ("actors" mean client and project management team, supervisors, contractors and consultants, that is all entities that have direct responsibilities on the implementation of the project; "partners" mean every entity that is interested in the implementation of the project but has no direct responsibility in its implementation such as central government, administrations, local authorities and local inhabitants), general schedule, context, design and quantities, and environmental action plan.
- Carrying out a thorough review of the designs of the schools by the Consultant's design review Team, submitting a Design Review Report to the PMTD on any anomalies and suggestions for rectification by the design

consultants, and proposing enhancements to the designs, in terms of both performance and cost. The involvement of the Design Review Team shall continue until the approval of the Saudi Fund for Development is obtained, at which point tendering can proceed

- Proposing a realistic and detailed time schedule for the Project components, including the procurement and tendering process and the implementation period until full completion of the Project.
- Proposing a general quality plan, including functions which are assigned to each project partner, identifying interfaces between each partner and actor, defining general guidelines which must be followed by each individual quality assurance plan; various steps for the quality control process will be described and critical points of the project implementation listed; monitoring indicators of the Project will also be recorded in this plan, as will a description of measures taken for communicating and coordinating actions among the partners.
- Defining with the DMPT measures to (i) install good procedures of communication with all Project partners in order to facilitate work and obtain needed authorizations in a timely manner, (ii) acquire needed land for the Project, (iii) locate site offices, camps and laboratories, (iv) divert utilities and (v) smoothly solve any issue raised by the implementation of the Project.
- Determining measures to ensure good coordination among Project partners, clarifying all tasks under their responsibility, defining all interfaces between the various partners, organizing periodic meetings for issuing instructions of the client, and collecting observations from the various partners, including the general quality assurance plan.
- Establishing rules, methods, quality standards, budget constraints, and time schedules, which must be respected by all partners and actors involved in the Project implementation.
- Implementing proper tools to track the cost and progress of each component, including the establishment of a database for each of the components; the database should be capable of reflecting, at any time, the Project's actual progress and disbursement rates and shall include total quantities and unit prices of each component, the amount of invoices that have been submitted, the status of the invoices and the amounts that have been paid.

4.2.2 Tasks During Project Implementation

Task A: Overall Project Management

- Assisting DPMT, if required, in preparing calls for prequalification of contracts, and in selecting qualified Tenderers.
- Assisting DPMT in finalizing the Tender documents for each contract, answer contractors/ supervision consultants' queries, analyze received proposals and prepare the Tender Evaluation Report recommending the preferred Tenderers.
- Closely monitoring of implementation of components through a monthly assessment of all quantities which have been achieved, summarizing all expenses related to the Project, assessing the quality of implementation and potential risks of delays, poor quality, or cost overruns, and assessing the environmental implementation conditions.
- Coordinating the actions and activities of project partners through appropriate meetings, which are recorded. The CT will act on behalf of the Client in this matter and will be responsible for enforcing quality criteria by all the actors, including safety measures, actions identified in the environmental action plan, the time schedule and other conditions included in their respective contracts.
- Serving as client's representative for all partners, formulating needed communications, informing and obtaining support to settle issues raised by partners and having direct impact on the Project implementation conditions.
- Serving as faithful adviser to the Client and proposing needed measures to strengthen the quality and progress of implementation, or to prevent delays and cost overruns.
- Adjusting the detailed time schedule according to the real progress of each Project component.
- Providing instruction to contractors' claims as well as answering and resolving problems related to contractors and/ or supervision consultants.
- Undertaking random checks on the quality and progress of implementation of Project components and informing the Client on the quality and progress of implementation, on measures and actions taken concerning Project partners and writing monthly progress reports.

Task B: Monitoring and Coordinating Contractors/ Supervision Consultants

- Monitoring and coordinating the activities of the two contractors and the two supervision consultants.
- Coordinating the works and activities located in contiguous areas to both construction contracts.

Task C: Achieving a Smooth Handover

The CT shall ensure a smooth transition between the PMT and the various Government entities that will be in charge of operating and maintaining the various components of the Project, including:

- Identifying how the Project will be maintained and operated after completion
- Assisting the Client with the provisional and final takeover of each Project component
- Collecting the as-built drawings of each component of the Project
- Assisting the Client with final payments and closure of each payment
- Organizing the transfer of the components to the entities in charge of the operation and maintenance of the Project

Task D: Reports Due Financiers

- Monthly reports on resettlement and land acquisitions through the completion of land acquisition
- Quarterly reports on global implementation of the project, including a section on financing
- Quarterly reports on environment during the entire implementation period
- An Implementation Completion Report (ICR)

Task E: Monitoring Implementation of the Environmental Action Plan (EAP)

Task F: Permanent Reporting to the DPMT

4.2.3 Financial Management Requirements

The PMT will be responsible for overall supervision of the project activities, including project planning, budgeting, invoice clearing, consolidating project information, and reporting on these activities to MPWH. The CT will be given this mandate and therefore, must have adequate resources to administer the financial management aspects of the Project, including a full time financial officer, and an adequate accounting software capable of following on the project activities and generate accurate, reliable, and timely project reports including the Financial Monitoring Reports (FMRs). The accounting system that will be implemented by the CT should be capable of providing accounting information on the sources of funding and on the usage activity, contract and project component. The PMT will have fiduciary responsibility towards the MPWH, being the entity providing the project funds. There will be no cash transfers to PMT. After validation of payment requests, the invoices will be remitted to the MPWH for control verification as per applicable laws and payment issuance. However, the CT will be responsible for posting the accounting entry, reconciling the project cash accounts and the preparation of replenishment requests.

Other financial activities the CT will be responsible for include:

- Preparing the Manual of Financial procedures (MOFP) between the MPWH and the PMT. This document, which will be prepared in the first month after the CT contract award, will document and detail specific project procedures regarding coordination and flow of funds information.
- Installing an accounting system that is capable of generating (i) financial reports, (ii) project progress reports and (iii) procurement management reports.
- Posting project-related financial management transactions and following-up all disbursements made under the different activities of the Project (this will involve maintain proper accounting records for all Project activities)
- Undertaking project planning, budgeting, invoice clearing, consolidating project information and reporting on these activities. The PMT will have fiduciary responsibility towards the MPWH. To fulfil these requirements, it must ensure that its systems accurately capture and provide the necessary financial and physical progress information to the project management throughout implementation.

The PMT will also be responsible for coordinating external audits that will be

conducted by an independent auditor, and following the remittance of required annual audits to the various financiers. The PMT will review annually audited financial statements submitted by the Project partners, in respect to their legal agreements.

5. DURATION OF THE SERVICES

The services of the Consultant are expected to be needed over a period of twenty (20) months for the construction period and handing-over period.

6. REPORTING REQUIREMENTS

The CT shall prepare and submit the reports presented hereafter:

- Inception Report – 1 month after the commencement of the Services, presenting the information/ requirements related to Overall Project Management, listed under Task A of the present TOR.
- Design Review Report – 1 month after receipt of a school design.
- Monthly Progress Report – within 10 days of the end of each succeeding month.
- Quarterly Progress Report – within 10 days of the end of each succeeding quarter.
- Implementation Completion Report – 2 months after the completion of the last component of the Project.

All reports shall be produced in English. Six copies of each report shall be submitted to the DPMT. In addition, electronic version of each report compatible with MS Office will be submitted.

7. Staffing Requirements

To achieve the tasks described in Section 4 of the TOR, the Consultant Team shall include the following:

- i. Project Manager, who will be responsible for the successful implementation of all Project components, and who will lead the other members of the CT. the Project Manager will remain in Amman throughout the twenty months

implementation period. The Project Manager will be placed under, and report directly to, the DPMT.

- ii. Site Team, which will be at the disposal of the Project Manager and assist him in successfully implementing all components of the Project. The site team will be composed of:
 - a. Two senior architects, two structural engineers, one mechanical engineer, one electrical engineer, one planner, and one quantity surveyor, who will follow, resolve and coordinate all technical issues, and who will reside in Amman throughout the Project duration, with follow-up regular visits to the various sites as needed.
 - b. One accountant / financial controller / specialist who will track all the financial issues and who will reside in Jordan throughout the Project duration.
- iii. Head Office Support Team that includes, inter alia, an expert in contract management from the head office, who will track and monitor all contractual issues, including fixing contractual clauses in contracts, providing instructions on claims, solving problems in application of contracts and legal rules, and writing required reports, and who will reside in Jordan throughout the Project duration.
- vi. Design Review Team that is tasked with carrying out a thorough review of the designs, submitting the Design Review Report, and following up its implementation by the design consultants. The Design Review Team shall consist, as a minimum, of a team leader (an architect), a senior architect, 2 structural engineers, 1 electrical engineer, 1 mechanical engineer, and 1 quantity surveyor.

Key Qualification of Staff

The Consultant shall provide suitably experienced and competent personnel for performance of the project management:

<p>Job Title: <u>Project Manager</u> 1 person, international with experience with a Saudi consultant; 22 months</p>
<p>Main Functions: Managing all components of the Project and reporting to DPMT</p>
<p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> - Implementing the Project according to specifications, within cost and according to scheduled implementation period. - Reporting to DPMT. - All communications with Project partners. - Handing over responsibility of Project’s various components to those entities that will have ultimate responsibility for maintaining and operating them. - Managing all members of the team. - Allocating the work between the members of the site team. - Supervising the environmental specialist. - As needed, requesting assistance from and supervising the activities of his pool of experts.
<p>Minimum Job Requirements:</p> <ul style="list-style-type: none"> - Senior engineer with at least 20 years of experience in supervision on construction projects, including 10 years on building projects. - Proven experience of at least 36 months as a project manager for a project with a cost of at least US\$20 million. - Proficiency in written and spoken English (Arabic would be a plus). - Regional experience is preferred.

Job Title:

Architect **2 persons, 1 international with experience with a Saudi consultant, and 1 local; 20 months each.**

Structural Engineer **2 persons, 1 international with experience with a Saudi consultant, and 1 local; 20 months each.**

Mechanical Engineer **1 person, local, 18 months.**

Electrical Engineer **1 person, local, 20 months.**

Main Functions: Follow-up on all relevant design and construction issues

Duties and Responsibilities:

- Coordinates activities of contractors and supervisions teams.
- Supervises the progress of the relevant Project components.
- Provides guidance from a technical point of view on all claims related to Project components.
- Prepares relevant sections of reports related to the construction progress.

Minimum Job Requirements:

- At least fifteen years of overall experience.
- At least three years of experience in design of building projects.
- Construction supervision experience of at least six years on at least two projects of similar nature and comparable size.
- Proficiency in written and spoken English.
- Regional experience is preferred.

<p>Job Title: <u>Planning Engineer</u> 1 person, local; 20 months</p>
<p>Main Functions: Follow-up on all planning issues</p>
<p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> - Review the detailed Construction Programme proposed by the Contractor to check adherence to Contract requirements - Monitor mobilization, procurement and timely submissions - Administer progress of payments, process changes and variations, review of time extension claims - Periodically update time scale schedules to reflect time status - Prepare monthly progress reports to cover progress outlines - Check contractors arrangements with authorities for supply of services - Agree with the Employer and Contractor on the Formats and types of reports and contract administration forms.
<p>Minimum Job Requirements:</p> <ul style="list-style-type: none"> - Planning engineer with at least fifteen years of experience. - At least ten years of experience in building projects. - Construction supervision experience of at least four years for projects of comparable size. - Proficiency in written and spoken English. - Regional experience is preferred.

<p>Job Title: <u>Quantity Surveyor</u> 1 person, local; 20 months</p>
<p>Main Functions: Carry out and control the quantity surveying of the project</p>
<p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> - Checks and verify monthly payment statements submitted by Contractor. - Estimates the work done on day-work basis. - Prepares cost control report to be included with Monthly Progress Report. - Evaluates Site works and materials on Site and included in the Contractor's payment requests. - Prepares the final account at project completion.
<p>Minimum Job Requirements:</p> <ul style="list-style-type: none"> - Civil engineer with at least 5 years of experience in quantity surveying in building projects, or, if non engineer, a suitable degree in quantity surveying and 15 years of relevant experience. - Proficiency in English, reading and writing.

<p>Job Title: <u>Financial Controller</u> 1 person, local; 20 months</p>
<p>Main Functions: Financial management and reporting</p>
<p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> - Prepares disbursement schedules for MPWH’s review and follow-up. - Tracks all committed funds and disbursements made under the Project. - Develops the FMR-based financial management system to include financial reports, project progress reports and procurement management. - Maintains proper accounting and administrative records. - Ensures the proper integration of accounting information in the accounting system. - Prepares the annual budget of the Project based on the Annual Procurement Plan and signed contracts. - Consolidates the project accounts and reports on the financial status and performance of the project on periodical basis. - Prepares the financial chapters of the project progress reports.
<p>Minimum Job Requirements:</p> <ul style="list-style-type: none"> - Business administration or accounting with at least ten years of experience. - Proficiency in written and spoken Arabic and English. - Familiarity with computer programs and applications. - Familiarity with, and capacity to utilize, accounting software capable of producing reports to comply with all financiers requirements.

Job Title: Design Review Team (Price as one sum covering 20,000 m² of buildings, adjustable to actual area on pro-rata basis)

Team Leader 1 architect, international with experience with a Saudi consultant.

Architect 1 person, international with experience with a Saudi Consultant.

Structural Engineer 2 persons, 1 international with experience with a Saudi Consultant, and 1 local.

Mechanical Engineer 1 person, local.

Electrical Engineer 1 person, local.

Quantity Surveyor 1 person, local.

Main Functions: Review of designs prepared by the design consultants

Duties and Responsibilities:

- Carrying out a thorough review of the designs prepared by the design consultants;
- Submitting the Design Review Report, and
- Following up its implementation by the design consultants

Minimum Job Requirements:

- Senior engineers in their respective specialties, with a minimum experience of 10 years, including 3 years with the firm.

Job Title: <u>Head Office Support Team</u> (22 months)
Main Functions: Support and Control
Duties and Responsibilities: <ul style="list-style-type: none">- Provide support for the Project Manager and the CT on Site as needed;- Carrying out periodic visits to Site, with a minimum of one visit per month;- Providing advice on contractual issues by a senior contract specialist;
Minimum Job Requirements: <ul style="list-style-type: none">- Senior professionals duly established in the Head Office, with a minimum of 5 years involvement in H/O-based control.

FORM OF TENDER SECURITY

**Project Management Services for Construction of Schools in Jordan
Funded by the Saudi Fund for Development**

To MINISTRY OF PUBLIC WORKS AND HOUSING
AMMAN - JORDAN

We have the honor to inform you that we guarantee in your favor Messrs.
.....
of for the amount of **Seventy
Thousand US Dollars (70,000 US Dollars)** in order to allow them to submit a Tender for
Project Management Services for Construction of Schools in Jordan Funded by the Saudi Fund
for Development.

This guarantee shall remain valid for a period of **One Hundred and Fifty (150) days**
starting on

In the event of Messrs.
.....withdrawing their Tender, or refusing to accept arithmetical corrections to his
Tender, or failing to execute the Agreement when called upon so to do before the expiration
of the period of validity of this letter of guarantee, or failing to produce a Performance
Security when called upon so to do, we hereby irrevocably undertake to pay to you upon your
first written demand and without any notarial warning or judicial proceedings,
notwithstanding any objections on the part of the said Messrs.

the aforesaid sum of Seventy Thousand US Dollars (70,000 US Dollars) in cash.

Dated this day of 2017.

Signature

In the capacity of

duly authorized to sign this Tender Security for and on behalf of

Address.....
.....

Witness.....

Address.....