
**The Hashemite Kingdom of Jordan Ministry of Energy and Mineral
Resources**

REQUEST FOR PROPOSALS

TENDER NO: (1/M/WORKS/2025)

**The Hashemite Kingdom of Jordan Ministry of Energy and Mineral
Resources**

**Project Management Consultancy Services for a Project to Supply
Natural Gas to the Ma'an Development Area (MDA) and Al-Muwaqqar
Development Estate (MDE)**

Feb, 2025

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Section 1. Introduction

The Ministry of Energy & Mineral Resources (MEMR) in the Hashemite Kingdom of Jordan invites proposals to provide Project Management Consultancy Services for a project to supply natural gas to the Ma'an Development Area (MDA) and Al-Muwaqqar Development Estate (MDE). The project will be financed by a grant from the Abu Dhabi Fund for Development (ADFD).

The project will be executed on an EPC lump sum turnkey basis.

to assist Ministry of Energy and Mineral Resources (MEMR) in the implementation of the project through all project stages from basic engineering design to the successful completion, commissioning and handing over of all works to the Client and comprehensively supervise the activities carried out by the Contractor under the respective contract, utilizing the rules of the FIDIC/EPC, Silver Book.

With minimum requirements

1. At least experience in the last 15 years in oil and gas sector involving employer representative on Design, Engineering, Supply Fabrication, Installation, Testing and commissioning for EPC Silver Book Contracts.
2. At least details of three similar projects in the last 10 years' experience in Project management in projects such as High Pressure Gas pipelines, Metering stations, SCADA system, gas analysis system, gas valves, Electrical system, control system, utilities system, and other matching facilities for the pipeline system, cathodic protection system.

The scope of work will include, but not be limited to, the following:

1. Project management
2. Project controls
3. Document control
4. Design reviews
5. Construction supervision
6. Commissioning oversight (supervision of commissioning and acceptance) and Receipt of completed works from the Contractor, ensuring compliance with the contract specifications and standards.

A detailed Terms of Reference is provided in Section 5.

Bidders are requested to submit an expression of interest within a 10-Day period from this invitation. Expression of interest is due by **17th of February 2025**.

Section 2. Instructions to Consultants

Definitions	<p>(a) MEMR means the Ministry of Energy and Mineral Resources in Jordan</p> <p>(b) "ADFD" means Abu Dhabi Fund for Development.</p> <p>(c) "Client" or "Employer" means the entity with which the selected Consultant signs the Contract for the Services.</p> <p>(d) "Consultant" means any entity that may provide or provides the Services to the Client under the Contract.</p> <p>(e) "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.</p> <p>(f) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country (Jordan) and assignment conditions.</p> <p>(g) "Day" means calendar day.</p> <p>(h) "Government" means the government of Jordan</p> <p>(i) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.</p> <p>(J) "Key Personnel" shall mean primary senior members of Contractor's Personnel identified in the table below:</p> <table border="1" data-bbox="518 1381 1386 1635"> <tr> <th>No.</th><th>List of Key Personnel</th></tr> <tr> <td>1</td><td>Project Manager</td></tr> <tr> <td>2</td><td>Construction manager</td></tr> <tr> <td>3</td><td>Design Review Manager</td></tr> <tr> <td>4</td><td>QA/QC Manager</td></tr> <tr> <td>5</td><td>Environment, Health and Safety Manager</td></tr> </table> <p>(K) "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</p>	No.	List of Key Personnel	1	Project Manager	2	Construction manager	3	Design Review Manager	4	QA/QC Manager	5	Environment, Health and Safety Manager
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1	Project Manager												
2	Construction manager												
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5	Environment, Health and Safety Manager												

	<p>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.</p> <p>(l) "Proposal" means the Technical Proposal and the Financial Proposal.</p> <p>(m) "RFP" means the Request For Proposal prepared by the Client for the selection of Consultants.</p> <p>(n) "FTP" means the full technical proposal to be prepared by the Consultants to be submitted to the ADFD.</p> <p>(o) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(p) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.</p> <p>(q) "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.</p>
1. Introduction	<p>1.1 Interested Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, in accordance with this RFP, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>1.2 The Client named in the Data Sheet will select a Consultant/ADFD in accordance with the method of selection specified in the Data Sheet.</p> <p>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 Client before submitting a proposal.</p> <p>1.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client/ADFD 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</p>

Consultants.

- 1.5 The provisions of the Government Procurement bylaw No. (8) of 2022 and its Regulation and Instructions, shall be applied and shall be binding on the bidders
- 1.6 Conflict of Interest. 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.
 - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) Conflicting activities. A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
 - (ii) Conflicting assignments. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not

purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

- (iii) Conflicting relationships. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

1.6.4 Unfair Advantage. If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

1.7 Fraud and Corruption. The Client requires that Consultants participating in the tender adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

1.8 Fraud and Corruption. Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Fraud and Corruption. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

	<p>1.10 Only one Proposal. Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.</p> <p>1.11 Proposal Validity. The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p> <p>1.12 Eligibility of Sub-Consultants. In case a Consultant intends to associate with other Consultants and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.</p> <p>1.13 The Client has the right to cancel the tender at any stage of the tender process and before issuing the award decision without incurring any costs.</p>
2. Clarification and Amendment of RFP Documents	<p>2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means (without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 2.2.</p> <p>2.2 At least 15 days before the submission of Proposals, the Client may 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,</p>

	extend the deadline for the submission of Proposals.
3. Preparation of Proposals	<p>3.1 The Proposal (see paragraph 1.1), 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.</p> <p>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.</p> <p>3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with other Consultant(s) if so indicated in the Data Sheet. A Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with another Consultant(s). In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. If member of a joint venture withdraws, the Client has the right to reject the submitted proposal. (b) one curriculum vitae (CV) may be submitted for each position) (c) Language. 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 of the Data Sheet. If Reference paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language. <p>3.4 Technical Proposal Format and Content. Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP). The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (f) using the attached Standard Forms (Section 3). Paragraph (b) (iii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the FTP. A page is considered to be one printed side of A4 or</p>

letter size paper.

- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture or consortium, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) Only Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (i) For the FTP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (b) (ii)).
 - (ii) For the FTP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(iii) For the FTP: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

- (c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (d) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (f) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

3.6 Financial Proposal. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

3.7 Taxes: The Client confirms the following:

First: Coverage of all taxes and fees incurred by projects executed by Emirati companies, including income tax and

	<p>national contribution tax.</p> <p>Second: Coverage of all taxes and fees incurred by projects executed by Jordanian companies, excluding income tax.</p> <p>The Client confirms that any taxes, governmental fees, or customs according to above points (First and Second) are deemed a pass through expense and will be reimbursed by the Client if the Consultant pays such.</p> <p>3.8 Consultants shall express the price of their services in US Dollar singly.</p> <p>3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.</p>
<p>4.Submission, Receipt, and Opening of Proposals</p>	<p>4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see Para. 1.1) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.</p> <p>4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.</p> <p>4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, with a second envelop clearly marked “TECH-9 PROPOSAL SECURITY”. Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in one sealed envelope clearly</p>

	<p>marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical Proposal, Proposal Security, and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Tender. 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.</p> <p>4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the ADFD no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 2.2. Any proposal received by the ADFD after the deadline for submission shall be returned unopened.</p> <p>4.6 ADFD shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
<p>5. Proposal Evaluation</p>	<p>5.1 To assist in the examination, evaluation, and comparison of the Tenders and qualification of the Tenderers, the Employer may, at its is discretion, ask any Tenderer for a clarification of its Tender.</p> <p>From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client/ADFD on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client/ ADFD in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Client issues its "no objection".</p> <p>5.2 Evaluation of Technical Proposals. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not</p>

respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- 5.3 Financial Proposals. Following the ranking of technical Proposals, the Consultants surpassing the technical acceptance threshold of 70 points will enter the Public Opening and Evaluation of Financial Proposals.

- 5.4 Public Opening and Evaluation of Financial Proposals. After the technical evaluation is completed and The client has issued its no objection (if applicable), the Consultants who have submitted proposals will be informed of the technical scores obtained by their Technical Proposals. The client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark (70%) or were considered non-responsive to the RFP and TOR that their bid bonds and Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing all Consultants who have surpassed the minimum qualifying technical score.
- 5.5 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under paragraph 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency, US Dollars, using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.6 In case of Quality Cost Basis Selection (QCBS), the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the

	<p>highest combined technical and financial score will be invited for negotiations.</p> <p>5.7 Preference for UAE consultants:</p> <ul style="list-style-type: none"> - UAE companies, or joint venture companies containing a 51%UAE partner, shall be given a 10% preferential discretionary scoring consideration. - UAE companies in Joint Venture with other UAE companies and other international companies where the UAE companies' joint venture share total 51% or more, shall be given a 10% preferential discretionary scoring consideration.
6. Negotiations	<p>6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.</p> <p>6.2 Technical negotiations. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. 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.</p> <p>6.3 Financial negotiations. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. 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 the agreed technical modifications in the cost of the services</p> <p>The financial negotiations will involve neither the remuneration</p>

	<p>rates for staff nor other proposed unit rates. For other methods, Consultant will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.</p> <p>6.4 Availability of Professional staff/experts. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.</p> <p>6.5 Conclusion of the negotiations. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client/ ADFD and the Consultant will initial the agreed Contract. If negotiations fail, the Client/ ADFD will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.</p>
7. Award of Contract	<p>7.1 After completing negotiations the Client shall award the Contract to the selected Consultant. The selected Consultant shall replace the Bid Bond with Performance Guarantee with an amount of 10% of the contract value.</p> <p>7.2 The selected Consultant is required to complete registration and licensing with Jordan government tenders department.</p> <p>7.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
8. Confidentiality	<p>8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the</p>

	rejection of its Proposal and may be subject to the provisions of The client's antifraud and corruption policy.
9. Abu Dhabi fund for Development	9.1 As the project will be financed as a grant from Abu Dhabi fund for Development, the terms of the fund shall be considered. The Proposal should take the needed steps to familiarize themselves on these guidelines from ADFD Guidelines for the Use of Consultants

Section 2 - Instructions to Consultants

Data Sheet

Paragraph Reference	
1.1	<p>Financial Proposal to be submitted together with Technical Proposal: Yes X</p> <p>Name of the assignment is: <u>Project Management Consulting Services for a project to supply natural gas to the Ma'an Development Area (MDA) and Al-Muwaqqar Development Estate (MDE)</u></p>
1.2	Name of the Client: Jordan Ministry of Energy and Mineral Resources (MEMR)
1.3	A pre-proposal conference will be held: No
1.4	The Consultant shall set its Own Office in Jordan: Yes
1.11	Proposals must remain valid 120 days from the submission date.
2.1	<p>Clarifications may be requested not later than <u>15</u> days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;"><i>Eng. Amani Al-Azzam, Secretary General, MEMR</i> <i>P.O. Box 140027, Amman, Jordan</i> <i>Tel: +962 6 5803060</i> <i>Fax: +962 6 5865714</i> <i>E-mail: <u>generals@memr.gov.jo</u></i> <i>Cc: <u>Hana.AIZuabi@MEMR.GOV.JO</u></i> <i><u>Zaid.althaher@MEMR.gov.jo</u></i></p>
3.1	Proposals shall be submitted in the following language: <u>English Language</u>
3.3 (a)	Consultants may associate with other Consultants: Yes

3.4 (d)	The estimated number of professional staff-months required for the assignment is: To be determined by consultant
3.4	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
3.4 (f)	Training is a specific component of this assignment: No
3.7	<p>Amounts payable by the Client/ ADFD to the Consultant under the contract to be subject to local taxation:</p> <p>The client confirms that any taxes, governmental fees, or customs listed in para 3.7 are deemed a pass through expense and will be reimbursed by The client if the Consultant pays such.</p>
3.8	Consultant to state local cost in the national currency: No
4.3	Consultant must submit one physical original and 5 physical copies and one digital copy of the Technical Proposal, and the original of the Financial Proposal.
4.5	<p>Abu Dhabi Fund for Development Operations Department P.O. Box 814 Secretariat of the Tender Committee 5th Floor Head Office Building in Al Bateen Area next to The UAE Central Bank Telephone No.00 971 2 6677100 & Fax No. 00 97 12 6677070</p> <p>Proposals must be submitted to the above address no later than 45 days from the Invitation to Tender date, specifically by the 24th of March 2025, at 3:00 PM Gulf Standard Time.</p>

5.2	Criteria, for the evaluation of Full Technical Proposals are: <table><tr><th>Item</th><th>Description</th><th>Points</th></tr><tr><td>TECH-2 – A Consultant’s Organization</td><td rowspan="2">Evidence of organizational capability and execution of projects of a similar nature</td><td rowspan="2">20</td></tr><tr><td>TECH-2 – B Consultant’s Experience</td></tr><tr><td>TECH-4, Technical Approach and Methodology, Work Plan, and Organization and Staffing</td><td>Approach and methodology proposed for scope of work. Understanding of the scope of work. Extent to which the proposal provides a clear, logical, and appropriate Key Personnel and non-Key Personnel staffing with responsibilities among different staff positions adequately defined.</td><td>30</td></tr><tr><td>TECH-5, Team Composition and Task Assignments TECH-6, Curriculum Vitae (CV) for Proposed Professional Staff</td><td>Key Personnel Qualifications - The number of points given to each of the Key Personnel positions shall be determined considering the criteria listed in the ToR including, training, knowledge of English, and demonstrated successful experience and past performance in accomplishment of similar projects. CVs for Key Personnel have to be submitted in the technical proposal and will be evaluated. All other CVs for the remaining positions are not required but qualifications shall be included for evaluation under Organization and Staffing</td><td>50</td></tr></table>	Item	Description	Points	TECH-2 – A Consultant’s Organization	Evidence of organizational capability and execution of projects of a similar nature	20	TECH-2 – B Consultant’s Experience	TECH-4, Technical Approach and Methodology, Work Plan, and Organization and Staffing	Approach and methodology proposed for scope of work. Understanding of the scope of work. Extent to which the proposal provides a clear, logical, and appropriate Key Personnel and non-Key Personnel staffing with responsibilities among different staff positions adequately defined.	30	TECH-5, Team Composition and Task Assignments TECH-6, Curriculum Vitae (CV) for Proposed Professional Staff	Key Personnel Qualifications - The number of points given to each of the Key Personnel positions shall be determined considering the criteria listed in the ToR including, training, knowledge of English, and demonstrated successful experience and past performance in accomplishment of similar projects. CVs for Key Personnel have to be submitted in the technical proposal and will be evaluated. All other CVs for the remaining positions are not required but qualifications shall be included for evaluation under Organization and Staffing	50
Item	Description	Points												
TECH-2 – A Consultant’s Organization	Evidence of organizational capability and execution of projects of a similar nature	20												
TECH-2 – B Consultant’s Experience														
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TECH-5, Team Composition and Task Assignments TECH-6, Curriculum Vitae (CV) for Proposed Professional Staff	Key Personnel Qualifications - The number of points given to each of the Key Personnel positions shall be determined considering the criteria listed in the ToR including, training, knowledge of English, and demonstrated successful experience and past performance in accomplishment of similar projects. CVs for Key Personnel have to be submitted in the technical proposal and will be evaluated. All other CVs for the remaining positions are not required but qualifications shall be included for evaluation under Organization and Staffing	50												
	The minimum technical score St required to pass is: <u>70</u> Points													
5.6	The single currency for price conversions is: US Dollar													

	<p>The source of official selling rates is: the Central Bank of Jordan</p> <p>The date of exchange rates is: The Date of Submitting the proposal.</p>
5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.6$, and $P = 0.4$</p>

Section 3. Technical Proposal - Standard Forms

Refer to -paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Proposed Security

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

Abu Dhabi Fund for Development

Operations Department

P.O. Box 814

Secretariat of the Tender Committee 5th Floor

Head Office Building in Al Bateen Area next to The UAE Central Bank

Telephone No.00 971 2 6677100 & Fax No. 00 97 12 6677070

Dear Sirs:

We, the undersigned, offer to provide the project management consultancy services for supply natural gas to the Ma'an Development Area (MDA) and Al-Muwaqqar Development Estate (MDE) project in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, Proposal Security, and a Financial Proposal sealed under three separate envelopes¹.

We are submitting our Proposal in association with: [in case of consortium *insert a list with full name and address of each associated Consultant*]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.11 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.3 of the Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-
- 1 *[In case Paragraph Reference 1.1 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]*
 - 2 *[Delete in case no association is foreseen.]*

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages maximum) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Number of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	Number of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3 Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should reference applicable section in the Terms of Reference, be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH- 4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the Technical Approach and Methodology, showing understanding of the TOR and ability to translate them into a feasible Work Plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule of Form 3H.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____

2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned *[List all tasks to be performed under this assignment]***12. Work Undertaken that Best Illustrates Capability to Handle the Tasks**

Assigned *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff in blue ink] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home]															
		[Field]															
2																	
n																	
													Subtotal				
													Total				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

FORM TECH-8 WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Months are counted from the start of the assignment. Duration of activities shall be indicated in the form of a bar chart.

FORM TECH - 9 Proposal Security

Beneficiary:

Ministry of Energy and Mineral Resources
P.O. Box 140027
Amman 11814
Jordan
Attn: Secretary General

Date:

[Insert date of issue]

BID GUARANTEE No.:

[Insert guarantee reference number]

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that [Insert name and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture] (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its bid (hereinafter called “the Bid”) for the execution of [the Project Management Consultancy Services for supply natural gas to the Ma’an Development Area (MDA) and Al-Muwaqqar Development Estate (MDE) project.

Waiving all objections and defenses, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of One hundred thousand US dollars (USD \$100,000) upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Bidder’s Letters of Bid (the Bid validity period”); or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid validity period, (i) has failed to sign the Contract Agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s Bidding Documents.

This guarantee shall expire not later than [one hundred twenty (120) calendar days from the Bid Submission Deadline].

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

Place, date

Guarantor's authorized signature(s)

(To be issued by a local registered bank)

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under paragraph 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in paragraph 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under paragraph 6.3 of Section 2.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Breakdown of Reimbursable expenses

FIN-6 Audited Financial Statements

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: **Eng. Amani Al-Azzam, Secretary General, MEMR**
P.O. Box 140027, Amman, Jordan
Tel: +962 6 5803060
Fax: +962 6 5865714
E-mail: generals@memr.gov.jo

Dear Sirs:

We, the undersigned, offer to provide the consulting services for for Project Management Consulting for supply natural gas to the Ma'an Development Area (MDA) and Al-Muwaqqar Development Estate (MDE) project in accordance with your Request for Proposal dated [] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*¹]. 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. before the date indicated in Paragraph Reference 1.11 of the Data Sheet.

No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.

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: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2 SUMMARY OF COSTS

[The costs to be broken down for each of the two projects of the assignment. Common resources to be split between the two projects]

Number	Item	Cost (US Dollars)
1	Contract Price (Ma'an Development Area – MDA)	
2	Contract Price (Al-Muwaggar Development Estate (MDE)	
3	Contract Price (1 + 2)	

3 Indicate the total costs exclusive of the local taxes and Customs duties.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____
Cost component	Costs
Remuneration ⁴	
Reimbursable Expenses ⁴	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing 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. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the activity names indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____				
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Cost
Foreign Staff				
		[Home]		
		[Field]		
Local Staff				
		[Home]		
		[Field]		
Total costs				

- 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 (e.g.: draftsmen, clerical staff).
- 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.
- 6 For each staff indicate the remuneration in the column, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate for home and field work.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-6 FINANCIAL STATEMENTS

Audited Financial Statements for 2022-2024 to be provided

Section 5

Terms of Reference

1. Overview

The Ministry of Energy and Mineral Resources (MEMR) is developing a project to supply natural gas to the Ma'an Development Area (MDA), being an industrial estate located on Highway 5, approximately 9 kilometers east of Ma'an.

The project involves a start-of-line facility at an existing block valve station of the Fajr operated existing Jordan gas transmission pipeline (JGTP), a gas transmission pipeline (referred to as the JGTP-MDA pipeline), and a pressure reduction and metering station.

The project will supply the industries within the MDA with natural gas. Availability of natural gas for local industries can positively impact the environmental image of the industrial estates and enhance their revenues by providing access to an affordable yet cleaner-burning form of energy to substitute currently used diesel fuel, heavy fuel oil and liquified petroleum gas.

The Ministry of Energy and Mineral Resources (MEMR) is developing a project to supply natural gas to the Al-Muwaqqar Development Estate (MDE), being an industrial estate located on Highway 40, east of Amman and approximately 20 kilometers east of Highway 45.

The project involves a pressure reduction and metering station (PRMS) in proximity to the FAJR operated existing Jordan gas transmission pipeline (JGTP), a high-pressure gas distribution main (referred to as the JGTP-MDE pipeline), and the end-of-line facility at the boundary of the MDE location.

The project will supply the industries within the MDE with natural gas as well as scattered gas users located east of Highway 45 along the proposed route of the JGTP-MDE pipeline. Availability of natural gas for local industries can positively impact the environmental image of the industrial estates and enhance their revenues by providing access to an affordable yet cleaner-burning form of energy to substitute currently used diesel fuel, heavy fuel oil and liquified petroleum gas.

The project is being executed in accordance with the FIDIC Silver Book.

2. OBJECTIVES

The objective of this Consultancy is to assist the Client in executing a project to supply natural gas to the Ma'an Development Area (MDA) and Al-Muwaqqar Development

Estate (MDE) under a fixed budget, review designs of the proposed assets and provide construction supervision and project management oversight services for the project until the successful completion, commissioning and handing over of all works to the Client. The Consultant is to comprehensively supervise the activities carried out by the Contractor under the respective contract in a manner that would assure:

- A. Total compliance of the technical specifications and various other requirements contained in the respective contracts by the Contractor(s);
- B. High standards of quality assurance system complying with ISO 9001,14001, 45001 in the Consultancy as well as the works and activities of the Contractor(s);
- C. Comprehensive monitoring and documented reporting to the Client of Consultant's own work and activities;
- D. Comprehensive monitoring and reporting of the activities and progress of the Project(s) and compliances/ non-compliances by the Contractor(s);
- E. Comprehensive monitoring and reporting of the safety practices employed by the Contractor at the project sites to assure Contractor compliance with relevant regulatory and legal requirements and best practices to protect the health and safety of workers and the general public in the vicinity of the work sites;
- F. Proper verification of measurements and bills submitted by the Contractor(s) so that payments made by the Client against these bills accurately reflect the work completed at each project site in compliance with the requirements of the respective contract;
- G. Proper interface and coordination among the Client, Contractor(s), other consultants/ contractors and local bodies/ state government; and
- H. Full documentation of the completed works including applications for various approvals.

3. SCOPE OF WORK

The scope of work is detailed in the following sections.

3.1 Project Management Oversight

The project will be managed by the Contractor project management team, with oversight from the Employer and Consultant. The main Consultant activities associated with project management will be:

1. Review the Contractor project progress reports, which may be biweekly and monthly. The Consultant will indicate their agreement with the reports or otherwise notify the Employer of any discrepancies. Particular attention must be paid to the project schedule, critical path items, delays, changes, and non-compliances. The Consultant must also indicate their agreement with short-term and long-term forecasts as presented by the Contractor in its reports.
2. Attend regular project progress meetings set up by the Contractor, and report on any concerns. Monthly meetings shall be attended in-person by Consultant leadership, whereas more frequent meetings (expected to be biweekly) may be attended remotely.

3. Verify and validate cost and schedule reports from Contractor and highlight any concerns such as judgement that schedule details may not be achieved. This may require independent measurement of progress items from time to time.
4. Verify and endorse progress for pay items, endorse milestone achievement certificates, and perform independent measurement of pay items (audit) from time to time.
5. Prepare and issue brief weekly reports and comprehensive monthly reports of its observances, recommendations, and concerns. On-site representatives shall maintain daily diaries of observations, location, scope planned for the area, progress, weather conditions, and any concerns.
6. Facilitate Employer approval of change orders, providing technical background and cost impact information to support Employer's approval.
7. Maintain a change log. When the Consultant observes or is involved in any changes, these changes shall be logged, and their disposition noted and updated even if these changes have no impact on any other project areas.
8. Maintain an Employer project schedule that is synchronized with the Contractor milestone schedule, detailing significant dates and deadlines for reviews, other Employer activities, and project milestones outside the scope of the Contractor as provided by the Employer.
9. Verify that the Contractor is submitting deliverables as outlined in the EPC Contract and project schedule.
10. Facilitate Employer in administration of the EPC Contract and enforcing all provisions and supporting the Employer in safeguarding their rights.
11. Maintain an electronic document control system, ensuring the proper storage of all project documents and key correspondence from both within and between the Employer and Contractor.
12. Issue the project completion certificate by the Consultant to the EPC contractor.
13. Coordinate approval of deliverables from the Contractor. Approvals to be received by Consultant and Employer prior to giving approval to Contractor.

3.2 Schedule

Refer to Appendix F- Schedule

3.3 Engineering Design

The engineering design will be executed by the Contractor. The main Consultant activities associated with the engineering design will be:

1. Perform technical reviews of all Contractor deliverables submitted by the Contractor. Deliverables shall be checked for compliance with the EPC Contract, conformance with the specifications, technical feasibility, adequacy, functional efficiency, safety in operation, and compliance with the environmental requirements defined in the Environmental Management Plan.
2. Distribute Contractor deliverables to the Employer for their review, follow-up with and collect comments from the Employer, consolidate all comments, and return consolidated comments to Contractor.
3. Provide guidance for technical clarifications submitted by the Contractor.
4. Facilitate with and receive approval from the Employer for key technical documents. Key technical documents include equipment specifications, drawings, plans, and other Contractor deliverables submitted by the Contractor that are defined by the Employer as requiring approval from the Employer.
5. Approve all project ITP's
6. Facilitate and participate in the engineering design reviews

3.4 Procurement

The procurement will be executed by the Contractor. The main Consultant activities associated with procurement will be:

1. Review all PO drafts before issuance to verify compliance with project requirements and quality assurance.
2. Review all vendors engineering deliverables to verify compliance with project requirements and quality assurance.
3. Review all inspection and test plans for all vendors to verify material test reports comply with approved material specifications and engineering design.
4. Attend all tests classified as "HOLD" tests as per the approved ITP and attend factory acceptance tests for major process, mechanical, electrical, instrumentation and control equipment and modules, or any other components and materials as requested by the Employer (a ceiling of ten (10) Europe-based FATs to be allowed).
5. Facilitate with and receive approval from the Employer for key procurement documents (as defined by the Employer).
6. Issue the release for shipment to all vendors.

3.5 On-site Monitoring of Construction

The on-site Consultant team will supervise all work carried out by the Contractor on the project sites to verify and document that all construction activities meet or exceed

Employer requirements for quality and safety. This role is predominantly a monitoring role on behalf of the Employer. Notwithstanding the foregoing, the on-site Consultant team will have stop-work authority if it observes any unsafe worksites or activities and /or incompatible activities to the project requirements. The Contractor will manage, direct, supervise, inspect, and carry all responsibility for all construction activity. The role of the Consultant during construction is focused on quality assurance, health, safety, environmental (HSE) compliance, and schedule monitoring. Main activities will be:

1. Regular independent inspections of construction activities, to include at a minimum:
 - a. Adequate team of full time technical (craft) inspector(s) to oversee pipeline and facilities construction activities at both project sites. Inspectors will be present during all pipeline construction activities to monitor and document Contractor compliance with relevant Project requirements. Construction activities to be monitored include quality control checks during receipt of all material and equipment, as well as all aspects of pipeline installation such as stringing, welding, lowering, padding, joint coating, backfill, and pipeline marking, among others.
 - b. Provide a full time senior technical inspector with particular qualifications in welding, non-destructive testing, anti-corrosion coatings etc. The senior inspector will augment the on-site inspection where and when necessary.

The following table lists the specific steps in the pipeline construction process to be monitored and signed by the Consultant:

Steps	Expected Record from Contractor to be signed-off by Consultant and Employer representatives
Release for Excavation (after checking the route and coordinates).	1. Release for Excavation
Release for welding (all accepting all required procedures such as PQR, WPS and welding ITP...etc.	1. Signed-off ITP 2. Signed-off Procedures. 3. Visual inspection reports
Release for Coating.	1. Welds acceptance certificates including the NDT as per the approved ITPs
Release for lowering (after Holiday check and the trench depth and readiness to receive the pipeline).	1. Welds acceptance certificates including the NDT as per the approved ITPs 2. Welding log book including all pipes traceability records and all pipes/ fittings

Steps	Expected Record from Contractor to be signed-off by Consultant and Employer representatives
	<p>certificates.</p> <p>3.Coating completion certificates including its quality checks.</p> <p>4.Holiday test acceptance certificate.</p> <p>5.Trench coordinate and depth verification report.</p>
Release for padding (after checking the as build for pipeline coordinates, depths, crossings, concrete protections) ...etc.	<p>1.Lowering completion certificates</p> <p>2.As built verification for the (Ground level and Top of pipe).</p> <p>3.Padding material certificates.</p> <p>4.Coating completion certificate.</p>
Release for backfilling (after checking the padding compliance with project requirements and specifications).	<p>1.Padding completion certificate.</p> <p>2.Fiber optic laying and testing certificate.</p> <p>3.Certificate for every crossing details</p>
Release for pipeline cleaning and plate gauging (after completing the tie ins).	<p>1.Backfilling and site restoration completion certificate.</p> <p>2.Pipeline marker</p> <p>3.Cleaning and gauging acceptance certificates</p>
Tie ins completion record	Certificate with sketch for every tie ins
Release for Hydrostatic test.	Complete dossier includes all above certificates and releases
Release for dewatering and Drying	Drying completion certificates including the achievement of minimum dew point of -20°C.
Release for Nitrogen Purging	Purging completion certificate.
Release for Gas In	Gas In certificate.

2. Monitor Contractor day-to-day activities for compliance with the EPC Contract, conformance with the specifications and approved design, in accordance with approved quality assurance and HSE plans, and in compliance with environmental requirements.
3. Record and report all non-conformances.

4. Liaise with field Contractor representatives to correct all non-conformances in a timely manner. Non-conformances related to any health, safety or environmental issues or non-compliance shall be corrected immediately.
5. Monitor day-to-day activity that may lead to changes in designs, quantities, construction methods, operability, etc. and ensure that the Employer is consulted on changes.
6. Facilitate with and receive approval from the Employer for construction changes having impact on the public or environment, or changes deviating from the approved engineering design documentation. The Contractor shall be responsible for facilitating, coordinating, and executing resolution to all construction issues and changes, as well as seeking approvals where required.
7. Monitor activities of Contractor quality assurance, quality control and inspection teams. Perform audits of the Contractor quality management process from time to time, ensuring technical compliance with the approved quality management plan.
8. Communicate regularly with the Employer on critical items related to quality and non-conformance including recommendations for additional audits.
9. Make suggestions on enhancing quality management practices where necessary.
10. Review adherence to the construction schedule and liaise with field Contractor representatives to develop a plan to return to schedule in case of delay
11. Monitor project daily construction progress and highlight any delayed activities.

3.6 Commissioning, Start-up, and Hand-over Assistance

The Consultant will provide assistance in the construction testing, commissioning and start-up phases. Work includes:

1. Provide a representative for the commissioning and start-up project team. This team will meet frequently and plan the activities leading up to start-up.
2. Oversee and approve to the Contractor during the performance of the testing, commissioning, and start-up, ensuring that approved procedures and acceptance criteria are followed.
3. Provide personnel to assist in commissioning and start-up activities.
4. Prepare punch lists.
5. Review and approve of as-built documentation, operations and maintenance manuals, and any other commissioning, start-up, or hand-over reports.
6. Facilitate with and receive approval from the Employer for commissioning and start-up procedures and various commissioning and start-up certificates.

3.7 Reporting Requirements

The Consultant shall submit documentation for the Employer, as detailed below to document project activities:

1. Project execution plan, elaborating on the methodology and work plan to be followed in executing the Consultant's scope. It shall be submitted within 30 days of the commencement of the Consultancy contract and shall include quality assurance details conforming to ISO 9001. The project execution plan shall contain as a minimum, the following:
 - a. Quality policy
 - b. Organizational structure
 - c. Project organizational chart, including roles and responsibilities of various positions, names of personnel proposed to hold these positions
 - d. Procedures describing how the Consultant will carry out the Consultant's scope. The management procedures shall detail various Consultant activities including but not limited to document control, work inspections, material inspections, measurement checks, quality control, and design control.
2. Weekly summary reports for the duration of the project, which will include:
 - a. Narrative of activities
 - b. Non-conformance and non-compliance observations
 - c. Areas of concern
3. Detailed monthly reports for the duration of the project, due no later than 5 business days after the end of each calendar month, which will include:
 - a. Summary of activities for the previous month
 - b. Summary of performance, non-conformance, and non-compliance observations
 - c. Details of Contractor staff levels, cost expenditures and forecast to complete
 - d. Areas of concern
 - e. Summary of Contractor change log
 - f. Summary of Contractor RAIL
4. A daily diary by each of the Consultant's on-site staff for the duration of construction, commissioning, and start-up, which will include:
 - a. General activities witnessed
 - b. Notes on any issues
 - c. Weather conditions

d. Other areas of concern

Plans and reports shall be reviewed and commented by the Employer preferably within 14 days of the receipt of the report. The Consultant shall thereafter revise and modify the report to comply with the Employer's observations and resubmit not later than 7 days of the receipt of such observations. Further, during course of the scope the Employer may at any time instruct the Consultant for further changes in these reports which the latter shall comply within 7 days of such instruction.

The daily diaries will only require submission to the Employer on an as-requested basis.

3.8. Additional reports and Deliverables

The Consultant shall prepare and deliver reports, including but not limited to those provided hereunder. Each of such reports shall be reviewed and commented by the Client preferably within 14 days of the receipt of the report. The Consultant shall thereafter revise and modify the report to comply with the Client's observations and resubmit not later than 7 days of the receipt of such observations. Further, during course of the Consultancy the Client may at any time instruct the Consultant for further changes in these reports which the latter shall comply within 7 days of such instruction.

3.9. Inception Report

Within 21 days of the commencement of the Consultancy Contract, the Consultant shall prepare and deliver an Inception Report (the "Inception Report"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the Tender, the methodology to be followed and work plan. It shall also include quality assurance plan conforming ISO 9001 system of the Consultant's own working and including but not limited to quality policy, organizational structure, organizational chart, roles and responsibility of various positions, names of personnel proposed to man these positions, list of management procedures and element comparison schedule to establish compliance with ISO 9001 system.

3.10. Management Procedures for Consultancy

The Consultant shall deliver detailed management procedures as listed in the quality assurance plan within 42 days of the commencement of the Consultancy. These procedures will describe how the Consultant will carry out the scope of Services and discharge its responsibility contained in the TOR. The management procedures shall be prepared for various Consultancy management activities including but not limited to personnel recruitment, training, document control, work inspections, material inspections, measurement checks, quality control, and design control.

3.11. Model Project Quality Management Framework

The Consultant shall prepare and deliver model Project quality management framework consisting of management plan and procedures to be followed by the Contractor(s) within 56 days of the commencement of the Consultancy.

3.12. Project Systems and Procedures

Within 70 days of the commencement of the Consultancy, the Consultant shall prepare and deliver formats for method statements, work procedures, inspection and testing procedures which shall be followed by the Contractor(s) for preparing their own documents.

3.13. Complete Tender Documents

The Consultant shall review and approve on behalf of the Employer studies to be carried out by the EPC Contractor including but not limited to:

- a. COMAH (HAZOP): Hazard and Operability
- b. Satisfactory Environmental Impact Assessment approved by Local authorities at early stages of work.
- c. RBI: Risk Based Inspection.
- d. ERP: Emergency Response Plans.
- e. SIL: Safety Integrity Level.
- f. HSE: Health, Safety and Environment.
- g. Hazardous Area Classification.
- h. Fire Protection Study

3.14. Project Execution, Monitoring and Control

The Consultant shall prepare and deliver monthly and quarterly progress reports, Issues identification and resolution, Project progress meetings, Project change identification, Corrective actions, Risk Management, Change control, Performance tracking and reporting, and Management updates.

4. PERSONNEL REQUIREMENTS AND QUALIFICATIONS

Consultant shall propose the staff required to cover the above scope of work without compromising any of technical, quality and project management aspects. It is anticipated that the Consultant will utilize the same resources, as much as possible, to represent the owner at both the Maan and Muwaqqar sites. In doing so, the consultant is expected to submit a competitive offer without compromising the quality and consistency of supervision at both project sites, recognizing that construction activities at the two sites are expected to take place generally at the same time. the Client encourages the inclusion of qualified and experienced local staff in the consultant team. Local staff should possess the required qualifications and certifications.

4.1 Key Personnel

The following are the minimum qualifications for each of the Key Personnel positions that the Consultant must staff. Certain positions may require more than one person to cover construction activities at both project sites simultaneously. The Consultant should

propose a staffing plan that enables a sufficient level of supervision at each construction site in accordance with the roles and responsibilities defined in this scope of work.

Project Manager

Experience:

At least 20 years of relevant professional experience, including at least 10 years in project management roles (budgeting, planning, executing, close-out) on projects of similar size and scope as that defined in this scope of work.

Education:

Masters or Bachelors in engineering

Construction manager(s)

Experience:

At least 15 years of relevant professional experience, including at least 10 years supporting projects of similar size and scope as that defined in this scope of work.

Education:

Master /Bachelor in mechanical engineering or equivalent.

Design Review Manager

Experience:

At least 15 years of relevant professional experience, including role as Design Review Manager for at least one similar assignment. He/she should be familiar with all international relevant design codes and practices adopted for this project.

Education:

Masters/Bachelor in mechanical engineering or equivalent.

QA/QC Manager(s)

Experience:

At least 8 years of relevant professional experience, including responsibilities as a Quality Assurance Manager for at least five similar assignments.

Education:

Masters/Bachelor in mechanical engineering or equivalent.

Environment, Health and Safety Manager(s)

Experience:

At least 5 years of relevant professional experience, including responsibilities as a Environment/ Health and Safety Manager for at least three similar assignments. NEBOSH or OSHA certification is mandatory or equivalent.

Education:

Diploma in Health and Safety Management or equivalent with a Bachelor as basic degree.

4.2 Other Non-Key Personnel

Mechanical QC Inspector(s)

Experience:

5 years minimum field construction experience in oil and gas projects preferably in supervision or quality control areas. Construction trade experience will be considered (equipment operator, welder, mechanic etc.) and will be an enhancement to technical background. Experience in anti-corrosion coatings, NACE certification desirable inspectors must hold a Level III NDT certificate or equivalent.

Education:

Masters or Bachelors in engineering

Discipline Engineers (Civil, Electrical, Instrumentation & Controls, Integrity, Mechanical, Pipeline, Structural)

Experience:

5 years minimum engineering experience in their discipline, including at least 2 years in oil and gas projects similar to that defined in this scope of work.

Education:

Masters or Bachelors in engineering for their discipline

Cost Control Manager

Planning Manager

Document Controller

Claim Engineer

Legal Advisor

5. DURATION AND COMPLETION OF SERVICES

5.1. The Consultancy shall be completed on successful commissioning of the Project(s) and review and acceptance by the Consultant and the client of all as-built

drawings, operation and maintenance manuals, and other reports of the Project. All such drawings and reports shall remain the property of the client and shall not be used for any purpose other than that intended under these Terms of Reference. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by the client and issue of Completion Certificate by the client to Consultant.

5.2. Duration of Services

The Services shall have to be completed in all respect by the Consultant within a time period of **18 months**. However in the event of delay in the completion of the Project not attributable to the Consultant, the client Representative may grant such extension of time as in his opinion is reasonable having regard to the extension of time granted to the Contractor(s) from time to time. Further the client may also grant extension of time along with liquidated damages if the delay is attributable to the Consultant. In case of any extension of time, with or without damages, the Consultant shall complete the Services in all respect within such extended time.

SECTION 6
FORM OF CONTRACT

Consultants' Services
Lump-Sum

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

Between

Ministry of Energy and Mineral Resources

[name of the Client]

And

[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made on the *[day]* day of the month of *[month]*, *[year]*, between *[name of client]* (hereinafter called the "Client") and, *[name of Consultant]* (hereinafter called the "Consultant").

[Note: *If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the "Consultant").]* Hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

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- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) NOW THEREFORE the parties hereto hereby agree as follows:
1. The following documents attached hereto shall be deemed to form an integral part of this Contract in the following order of precedence:
- (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services _____
 - Appendix B: Reporting Requirements _____
 - Appendix C: Key Personnel and Sub-Consultants _____
 - Appendix D: Breakdown of Contract Price in Foreign Currency _____
 - Appendix E: Breakdown of Contract Price in Local Currency Not used
 - Appendix F: Services and Facilities Provided by the Client _____
 - Appendix G: Form of Advance Payment Guarantee _____
 - Appendix H: Form of Confidentiality Agreement _____
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other legislations, rulings, and/ or instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “MEMR” means the Ministry of Energy and Mineral Resources in Jordan.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which are: (i) these General Conditions (GC), (ii) the Special Conditions (SC), (iii) and the Appendices as stated in paragraph C of clause 1.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

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- (l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
 - (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
 - (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
 - (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
 - (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
 - (q) "In writing" means communicated in written form with proof of receipt.

**1.2 Law
Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Jordan Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a

particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

- 1.6 Authority of Member in Charge** In case the Consultant consists of consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The client confirms the following:

First: Coverage of all taxes and fees incurred by projects executed by Emirati companies, including income tax and national contribution tax.

Second: Coverage of all taxes and fees incurred by projects executed by Jordanian companies, excluding income tax.

The client confirms that any taxes, governmental fees, or customs according to Point (first and Second) are deemed a pass through expense and will be reimbursed by The client if the Consultant pays such.

1.9 Fraud and Corruption

1.9.1 Definition It is The client's policy to require that Consultant under The client -financed contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, The client:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures

- (b) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a The client -financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or

coercive practices in competing for, or in executing, a client -financed contract;

- 1.9.3 Commissions and Fees** (c) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due

care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant

pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

6.2.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

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- 3.2 Conflict of Interests** of The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** of The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Consultant's Authority** The Consultant shall not have any power in respect of the following and it shall only make recommendations to the Engineer-in-Charge of the Railway in these matters:
- a. Approving deployment of any sub-contractor by the Contractor(s);
 - b. Granting Claims of Contractor(s);
 - c. Ordering suspension of Contractor's work;
 - d. Determining of an extension of time;
 - e. Waiving off the penalty and arranging the repayment of compensation for delay;
 - f. Issuing a variation order;
 - g. Ordering any works/test beyond the scope of the Contract(s);
 - h. Determining rates for the extra items/extra work;
 - i. Any variation in the contract condition
- 3.7 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.**
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.**
- 3.8 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.9 Accounting,** The Consultant (i) shall keep accurate and systematic accounts

Inspection and Auditing and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client or as the case may be.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency/currencies is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix F hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words "in the Government's country" are amended to read "in Jordan"
1.2	Law governing the contract is the Law of Jordan.
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Client: Jordan Ministry of Energy and Mineral Resources (MEMR)</p> <p>Consultant: _____</p>

	<div>_____</div> <div>Attention: _____</div> <div>Facsimile: _____</div> <div>E-mail: _____</div>
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1.6	<p>The Member in Charge is <i>[insert name of member]</i></p> <p>Note: <i>If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>For the Consultant: _____</p>
{2.1}	<p>The Effective Date is <i>the date of signing the contract.</i></p>
2.2	<p>The date for the commencement of Services is <i>10 days after signing the contract.</i></p>
2.3	<p>The time period shall be (18) <i>months</i> as of the date of the commencement of Services</p>
3.7 (b)	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
6.2(a)	<p>The amount in foreign currency or currencies is <i>[insert amount]</i>.</p>

6.4**Payments Schedule:**

Payments shall be made according to the following schedule:

- I. Ten (10) percent of the Lump Sum amount shall be paid on the commencement date against the submission of a bank guarantee for the same Issued or confirmed from local Jordanian Bank.
- II. Payment for Personnel shall be made to the Consultant in the manner explained below:
 - 1) The monthly payment shall be made @ 80% of the accepted man month rates as per actual deployment of Personnel duly certified by the Employer's Representative.
 - 2) Balance 10% of the accepted man month rates shall be released on successful commissioning of the project as below:: a) Along with passing of the Final bill – 6%
b) During defect liability period on quarterly basis-@ 0.5% for each quarter of the two years (The defect liability Period)
- III. In case currency of the Contract is extended for reasons not attributable to the Performance of the Consultant, the remuneration per month in the extended period shall be made based on accepted man month rates and actual deployment of staff in the manner specified in paragraph (II).
- IV. In case the Contract is extended due to reasons attributed to the Consultant, the payment per month in the extended period shall not be made; however, all Personnel as per deployment schedule shall continue to be provided by the Consultant. In case the Consultant fails to deploy any Personnel during such extended period the equivalent amount will be recovered from the Performance Guarantee and/or any other sums due to the Consultant
- V. In case of the Contract is completed ahead of schedule, then the part of the payment specified in Clause (II) (1) will be restricted up to the month in which the Contract is concluded. The part of payment specified in Clause (II) (2) will be released in full for the entire stipulated duration of the contract as an incentive for ensuring early completion.
- VI. In the event of fore-closure/termination of Contract of which the Consultant has been appointed, no further payment beyond 30 days from the date of such fore-closure/termination of construction contract shall be made to the Consultant. In all such cases, further continuance of the Consultant's Contract would be determined by The client and The client decision would be final.
- VII. Payments against various items other than man-months of personnel shall be made on reimbursement basis on submission of statement of expenses by the Consultant. However at no point of time the percentage payment against any item shall be more than the cumulative percentage of the professional personnel man-months already spent on the Consultancy.
- VIII. The final 10% part payment under the paragraph (II) shall be

	<p>made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by The client. The Services shall be deemed to have been completed and finally accepted by The client and the final report and final statement shall be deemed to have been approved by The client as satisfactory.</p> <p>IX. The consultant shall submit their invoice/s to the person/s authorized by The client Representative for certifying and causing payment.</p>
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IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

See the Terms of Reference.

APPENDIX B - REPORTS AND DELIVERABLES

Please refer to the deliverables as required and stated clearly in the Terms of Reference.

The consultancy firm will be required to provide one original copy and six copies together with a CD Room for each deliverable.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for Key local Personnel.

Please refer to Clause 5 in Section 5 Terms of Reference/

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: *See Clause GC 6.4.*

Bank Guarantee for Advance Payment

_____ *[MEMR's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of The client]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of The client]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ____ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product

APPENDIX F –SCHEDULE

CONTRACT SCHEDULE

1. **Table-1 MILESTONES KEY DATES (to be included in the Approved Contract Schedule)**

REF #	MILESTONE DESCRIPTION	MA'AN	AL-MUWAQQAR
A. HOME OFFICE			
A.1 General			
A.1.1	Contractor has completed the mobilization of Key Personnel in accordance with the approved organization chart, to the satisfaction of the Employer	Contract signing date + 8 Weeks	
A.1.2	Master Document Register issued for Employer approval	Contract signing date + 4 Weeks	
A.1.3	Project Execution Plan (PEP) issued for Employer approval	Contract signing date + 7 Weeks	
A.1.4	Construction Execution Plan issued for Employer approval	Contract signing date + 10 Weeks	
A.1.5	Permitting and Approval plan (PAP) issued for Employer approval	Contract signing date + 8 Weeks	
A.1.6	Procurement Plan and Procedure issued for Employer approval	Contract signing date + 7 Weeks	
A.1.7	Planning Package, including draft Contract Schedule issued for Employer approval	Contract signing date + 10 Weeks	
A.1.8	Interface Management Plan and Procedure issued for Employer approval	Contract signing date + 6 Weeks	

A.1.9	Project HSE Plans and Procedures issued for Employer approval	Contract signing date + 10 Weeks	
A.1.10	HSE Mobilization Documents issued for Employer approval	Contract signing date + 6 Weeks	
A.1.11	Pre-Commissioning, Mechanical Completion, Commissioning, Start-Up Procedures	Contract signing date + 10 Weeks	
A.2 Detailed Engineering			
A.2.1	Issue HAZID, ENVID review Report for Employer approval	Contract signing date + 8 Weeks	
A.2.2	Complete 30% 3D model review with Employer	Contract signing date + 8 Weeks	Contract signing date + 10 Weeks
A.2.3	Complete 60% 3D model review with Employer	Contract signing date + 12 Weeks	Contract signing date + 14 Weeks
A.2.4	Complete 90% 3D model review with Employer	Contract signing date + 18 Weeks	Contract signing date + 19 Weeks
A.2.5	Complete Constructability review with Employer	Contract signing date + 14 Weeks	Contract signing date + 16 Weeks
A.2.6	Close out of all HAZOP / SIL action items approved by Employer	Contract signing date + 18 Weeks	Contract signing date + 20 Weeks
A.2.7	Site Preparation Drawing – approved for Construction	Contract signing date + 13 Weeks	Contract signing date + 18 Weeks
A.2.8	Complete set of Mechanical Data Sheets approved for Purchase	Contract signing date + 17 Weeks	Contract signing date + 19 Weeks

A.2.9	Issue IFC Civil / Structural drawings (Complete)	Contract signing date + 18 Weeks	Contract signing date + 18 Weeks
A.2.10	Issue IFC piping Drawings along with Tie-in details. (complete scope)	Contract signing date + 20 Weeks	Contract signing date + 20 Weeks
A.2.11	Issue IFC E&I Drawings (Complete)	Contract signing date + 20 Weeks	Contract signing date + 20 Weeks
A.2.12	Issue MRs for Mechanical Equipment for Employer approval	Contract signing date + 7 Weeks	Contract signing date + 7 Weeks
A.2.13	Issue MRs for Pipelines (Complete) for Employer approval	Contract signing date + 7 Weeks	Contract signing date + 7 Weeks
A.2.14	Issue MRs for Instruments for Employer approval	Contract signing date + 9 Weeks	Contract signing date + 10 Weeks
A.2.15	Issue MRs for Electrical equipment for Employer approval	Contract signing date + 8 Weeks	Contract signing date + 9 Weeks
A.2.16	Issue IFC pipeline alignment sheets for pipelines for Employer approval	Contract signing date + 20 Weeks	Contract signing date + 20 Weeks
A.2.17	As-Built Drawing Complete approved by Employer	Contract signing date + 68 Weeks	Contract signing date + 70 Weeks
A.3 Procurement Services			
A.3.1	Issue Purchase Orders Mechanical equipment approved by Employer	Contract signing date + 10 Weeks	Contract signing date + 10 Weeks
A.3.2	Issue Purchase Orders Pipelines approved by Employer	Contract signing date + 10 Weeks	Contract signing date + 12 Weeks

A.3.3	Issue Purchase orders for electrical equipment	Contract signing date + 10 Weeks	Contract signing date + 10 Weeks
A.3.4	Issue Purchase orders for Instrumentation items	Contract signing date + 11 Weeks	Contract signing date + 11 Weeks
A.3.5	Issue Purchase Orders for all Piping bulk material	Contract signing date + 11 Weeks	Contract signing date + 12 Weeks
A.3.6	Issue Purchase Orders for all Electrical & Instrumentation bulk material	Contract signing date + 18 Weeks	Contract signing date + 18 Weeks
A.3.7	Issue Purchase Orders for all Structural steel materials	Contract signing date + 10 Weeks	Contract signing date + 10 Weeks
A.4 Subcontract Services			
A.4.1	EPC Contractor to Identify the list of Subcontractors	Contract signing date + 12 Weeks	
B. PROCUREMENT, MANUFACTURING & DELIVERY			
B.1 Tagged Equipment & Packages			
B.1.1	Receive Complete all mechanical/electrical/ instrumentation equipment at Site final delivery with all internal / external accessories, inspected & accepted	Contract signing date + 35 Weeks	Contract signing date + 35 Weeks
B.2 Bulk Material			
B.2.1	Receive all of Structural Bulks at Site, inspected & accepted	Contract signing date + 24 Weeks	Contract signing date + 24 Weeks
B.2.2	Receive all of Electrical Bulks at Site, inspected & accepted	Contract signing date + 36 Weeks	

B.2.3	Receive all of Instrument Bulks items at site, inspected & accepted.	Contract signing date + 36 Weeks	
B.2.4	Receive all of Telecom & Security System including Fiber Optic at site, inspected & accepted.	Contract signing date + 39 Weeks	
B.2.5	Receive all of Bulks items at site, inspected & accepted.	Contract signing date + 39 Weeks	
B.2.6	Receive all Large Bore Valves at site, inspected & accepted.	Contract signing date + 34 Weeks	
B.2.7	Receive all pipeline material at Site, inspected & accepted.	Contract signing date + 34 Weeks	
C. CONSTRUCTION & COMPLETION			
C.1 Early Works and Temporary Facilities			
C.1.1	Worksite mobilization commencement	Contract signing date + 1 Weeks	Contract signing date + 2 Weeks
C.1.2	Complete Demobilization of Crew, Equipment, Temporary Facilities and Re-instate site	Contract signing date + 72 Weeks	Contract signing date + 74 Weeks
C.2 Construction and Pre-Commissioning			
C.2.1	Complete Site Preparation	Contract signing date + 21 Weeks	Contract signing date + 23 Weeks
C.2.2	Complete all Fence & Gate works	Contract signing date + 64 Weeks	
C.2.3	Complete installation of all electrical equipment	Contract signing date + 59 Weeks	

C.2.4	Tie-ins to Existing Facilities	Contract signing date + 60 Weeks
C.2.5	Complete installation of all instrument equipment and systems checks and Obtain Mechanical Completion Certificate	Contract signing date + 64 Weeks
C.2.6	Complete Hydrotest and obtain Mechanical Completion Certificate	Contract signing date + 63 Weeks
C.2.7	Complete Test Runs Telecom & Security System including fiber optic and Obtain Mechanical Completion Certificate	Contract signing date + 68 Weeks
C.2.8	Complete erection of mechanical equipment and all system checks	Contract signing date + 52 Weeks
C.2.9	Complete hookup of Facilities / Acceptance	Contract signing date + 58 Weeks
C.2.10	Complete erection of Pipeline Works (excluding trench work)	Contract signing date + 57 Weeks
C.2.11	Complete Pre-Commissioning of the Facility	Contract signing date + 69 Weeks
C.2.12	Obtain Mechanical Completion Certificates	Contract signing date + [70] Weeks
C.3 Commissioning and Performance Tests		
C.3.1	Commissioning, the Emergency Response Plan including for the Start Up and Operations Phase of the Work, together with the specifications for emergency control facilities.	Contract signing date + 69 Weeks

C.3.2	Complete Commissioning	Contract signing date + 70 Weeks
C.3.3	Final Documentation approved by Employer	Contract signing date + 70 Weeks
C.3.4	Obtain Provisional Acceptance Certificates for the Facility	Contract signing date + [71] Weeks
C.3.5	Obtain Final Acceptance Certificate for the Facility	Contract signing date + 74 Weeks