

Ministry of Local Administration

PROCUREMENT DOCUMENT

Selection of Consultants

-

Request for Expressions of Interest

10th, August 2020



Funded by the European Union
بتمويل من الاتحاد الأوروبي

JORDAN

Supervision of the design and construction works of the project “Upgrading of Al Ekaider Waste Disposal Site – DBO”

CONSULTING SERVICES**Expressions of Interest**

The Ministry of Local Administration of Jordan (the “Employer”) has received a financing from *Agence Française de Développement* (“AFD”), and intends to use part of the funds thereof for payments under the following Services: “Supervision of the design and construction works of the project ‘Upgrading of Al Ekaider Waste Disposal Site – DBO’”.

The Al Ekaider site is located in the Northern Region of Jordan, in Mafrq Governorate, New Hosha Municipality, about ~21 km eastern to the city of Irbid and 0.5 km southern to the international borders with Syria (see Annex I / Figure 1). It is located close to the main road connecting Irbid and Mafrq, at about 1.2km NE of the Al Ekaider village and 2.7km NW of the Mshairfeh village, which are the nearest villages to the site. The mean coordinates of the site are: 36°06.5'E and 32°30.7'N.

The Al Ekaider site has been in operation since 1981. It occupies an area of 908 donums (0,908km²), and is operated and managed by the Joint Service Council (JSC) of Irbid. Solid waste from residential, commercial, industrial, institutional, and agricultural generators, as well as sludge from wastewater treatment plants, industrial wastewater, and zibar (wastewater from olive-oil mills), which end up in the Al-Ekaider area for final disposal during all those years, have formed two discrete disposal areas have been respectively formed in the Al Ekaider site in 2016 (see Annex I / Figure 2):

- The dumpsite Area (A) in the northern part of the site; and
- The WW Evaporation Ponds Area (B) in the southern part of the site (including the zibar pounds in the western-south part of the Area).

The site's catchment area has been expanding during the years. With regards to the municipal solid waste (MSW) disposal, the site serves 31 Municipalities from four (4) Governorates (Irbid, Jerash, Mafrq and Ajloun), and the amount of MSW disposed is ~1,250 tones / day (average). With regards to the wastewater disposal, eighteen (18) evaporation ponds have been established in the site serving the whole Northern Region of Jordan. The wastewater quantities disposed in the ponds are not stable during one year nor for each year. It is roughly estimated that in 2016 a total 1,200 m³/d of wastewater treatment plants' sludge and mixed industrial wastewater was disposed of at the Al Ekaider ponds, in addition to approximately 130,000 m³ of zibar.

Upgrading of Al Ekaider waste disposal site is a high priority project of the Jordanian Government specified in the National Strategy for the Municipal Waste Management of Jordan, further studied at preliminary stage in the Regional Solid Waste Management Plan of Northern Jordan, and approved by the GoJ.

The overall objective of upgrading is to address short-, mid-, and long-term municipal solid waste disposal needs over a 15-year planning period, taking into account the steadily increasing rate of waste generation and the fact that the capacity of Al Ekaider space currently available for disposal of solid waste is near its exhaustion. Specific objectives are defined as following:

- To upgrade the landfill infrastructure, facilities, and operation in an environmentally sound manner in line with international standards and best available techniques;
- To upgrade the capacity, efficiency and performance of staff involved in landfill operation.

To achieve the objectives, the Employer has decided to award a Design-Build-Operate (DBO) contract to an experienced and highly qualified contractor who shall be under continual evaluation from an

independent entity (“Independent Engineer”) according to clear and pre-fixed Key Performance Indicators (KPIs). The DBO contract comprises the following components:

1. Design and Build of remediation works of the industrial wastewater ponds;
2. Design and Build of a new sanitary landfill of capacity 1,500 tn/day on the area of the industrial wastewater ponds (right after remediation) and their surroundings (~265,000 m²);
3. Design and Build of closure and rehabilitation of the Old Dumpsite (~250,000 m²);
4. Design and Build of closure and rehabilitation of the Emergency Cells #1 and #2 (~100,000 m²);
5. Operation of the Al Ekaider landfill site; and
6. Design and Implementation of a Capacity Building programme.

The Supervision Consulting Services of this REOI document include supervision of components #1 to #4 and Defect Liability Period (DLP). The components #1 to #4 are depicted in Figure 3 of Annex I, where Phase B is marked in red outline.

The Supervision Consulting Services requested are organised in the following Phases and Activities, and an indicative Time Plan is provided in Annex II.

Phase I: Construction Supervision / Management Services

Activity 1.1: Preparation services

- Mobilization of qualified supervision staff;
- Inspect/assess/verify the worksite conditions, and related mobilization arrangements of the DB contractor to commence the works, including all necessary certificates, warranties, insurance policies, location plans, health and safety procedures, occupational safety, detailed construction program, etc.;
- Review and evaluate qualification and experience of sub-contractors;
- Review/approve the contractor’s program for submitting designs, drawings, documents, and methodologies for each element of construction;
- Establish a proper and functional oversight organization system and take all preparatory activities that enable a quick and effective start of day-to-day supervisory activities, including: manual on the supervision procedures; time frame (supervisory plan) for the entire project; CPM network; project management tools; standard reports, etc.;
- Participate in a kick-off meeting with the Employer, Contractor, AFD, Technical Assistance Consultant, and any beneficiaries that may be invited by the Employer.

Activity 1.2: Design and Construction Management, Supervision Services

1.2.1 Design Review / Deskreview

- Review/furnishing comments and recommendations to the contractor’s construction methodology, work plan, alternatives, detailed designs, workshop and erection drawings, design calculations, bill of quantities, equipment documentation, instrumentation and automatic control systems, pneumatic diagrams, construction and commissioning and hand-over schedules, and any other subjects related to the contract;

1.2.2 Day-to-day site supervision activities

- Project management and related procedures;
- Testing and approving construction materials and equipment before being used in the work;
- Factory inspection and witness testing of manufactured items;
- Quality control and related procedures;
- Progress control and related procedures;
- Monitoring of the implementation of the Environment Social Health and Safety (ESHS) safeguards;
- Health and Safety control and related procedures;
- Cost control and related procedures;
- Change/variation order procedures;

- Evaluate the adequacy of the contractor's personnel and equipment and the availability of materials and supplies to meet the program;
 - Maintain job log book, drawing register and other records;
 - Commissioning, testing and related procedures;
- 1.2.3 Contract Management
- Maintain project files archive (construction records, correspondence, certificates, notices and instructions, etc.);
 - Review/certify the Contractor's requests for payments;
 - Claims, change/variations management;
 - Risk management;
 - Assist the Employer as an expert witness in litigation arising from the development or construction of the project and in bearings before various approving and regulatory agencies;
 - Issue certifications of completion (Sectional Substantial, Final).
- 1.2.4 Regular implementation of the Sectional Substantial completion and related procedures-Handing Over;

Activity 1.3: Reporting

Inception report, Weekly progress reports, Interim/Monthly Report, Final Report on the Works contract, Reports upon request, Final Report on the Consulting services (Supervision) Contract.

Phase II: Defects Liability Period services

- Check/report works outstanding at the date of Certificate of Sectional Substantial Completion (if any), and monitor and instruct the contractor all such work of repair, amendment, reconstruction, rectification of defects, imperfections, shrinkages or other faults as may be required;
- Issue the Certificate of Final Completion upon satisfactory completion of all the work outstanding;
- Participation in the Final Taking-Over Procedure.

The level of effort that will be needed for the implementation of the required services is estimated at approximately 2,600 person-days.

The Ministry of Local Administration hereby invites Applicants to show their interest in delivering the Services described above.

This Request for Expressions of Interest is open to only (the checked box):

☒ Consulting firms

☐ Individual consultants

☐ NGOs

☐ Joint Venture between NGO(s) and consulting firm(s)

The Applicant shall submit only one application, either in its own name or as a member of a Joint Venture (JV). If an Applicant (including any JV member) submits or participates in more than one application, those applications shall be all rejected. However, the same Subconsultant may participate in several applications.

If the Applicant is a JV, the expression of interest shall include:

- a copy of the JV Agreement entered into by all members, which shall state - inter alia - the leader party and the shares of each member of the JV.

or

- a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal, which shall state - inter alia - the leader party and the shares of each member of the JV

In the absence of this document, the other members will be considered as Subconsultants.

Experiences and qualifications of Subconsultants are not taken into account in the evaluation of the applications.

Interested Applicants must provide information evidencing that they are qualified and experienced, and have the sufficient key and supporting personnel to perform the Services requested. For that purpose, professional registration certificates, and documented evidence of experience on recent and similar services shall be submitted as following:

1. Professional registration certificates as follows:

- 1.1 For Local Consultants:** valid classification issued by the Jordanian Government Tenders Department/ minimum class (1) A, and class (1) B in Environment, Buildings, Electromechanical, and Material examination;
- 1.2 For International Consultants:** valid classification issued by the competent governmental authority of the country in which they have been legally established / minimum class (1) A, and class (1) B in Environment, Buildings, Electromechanical, and Material examination or equivalent to the mentioned specialties if applicable in the Applicant's country of incorporation. International firms are encouraged to assign licensed engineering local entities having the authorization to conduct similar works in Jordan.

Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website: <http://www.afd.fr>

This REoI is open to international and local Jordanian applicants as per above mentioned Procurement Guidelines, in accordance with Jordan Government Procurement By-Law n°28 to which applicants should refer.

2. Experience certificates as follows:

- 2.1** Minimum of (3) completed contracts of similar nature and expertise specified below, each of minimum value EUR 1,200,000 during the last 10 years;
- 2.2** At least two (2) Certificates of satisfactory completion of contracts of similar nature and expertise specified below, of comparable size during the last 10 years (assessed by relevance and volume of contracts)
- 2.3** The location of past projects: Middle East, Gulf region, North Africa.
- 2.4** A minimum of 10 years of experience in projects of similar nature and expertise.

The similar nature and expertise are specified as follows:

- The similar nature: Detailed Design/Review, Construction work supervision, Project management, and Contract management;
- The expertise: Remediation of wastewater ponds, Closure & Rehabilitation of Dumpsites of solid waste, Development of Sanitary Landfills of solid waste, including earthwork, lining, stormwater drainage, leachate management (pumping, pipework) and treatment, biogas management (collection and treatment), capping, closure/rehabilitation, automatic monitoring control systems;

If the Applicant is a consortium (JV or intending to establish a JV), the experience requirements may be met by all members of the consortium, combined.

3. Valid quality certificates for worksite organization (ISO 9001 or equivalent), and health and safety (ISO 45001 or equivalent). Equivalency to be demonstrated by Applicant.

Among the submitted applications, the Ministry of Local Administration will shortlist a maximum of six (6) Applicants, to whom the Request for Proposals (RFP) to carry out the Services shall be sent. In case of equal grade between Applicants, and if the above limit of six (6) is exceeded due to that equivalent grade, all Applicants given the equivalent grade will be included in the shortlist.

If the Applicant is a consortium, the financial requirements that may be requested during the RFP stage will be considered collectively for JV parties.

The Expressions of Interest must be submitted in five (5) hard copies -one (1) of which shall be the Original- and Electronic Versions on USB Keys, to the address below no later than **12:00 p.m. (Jordan Local Time), Wednesday , September 23rd , 2020.**

Application Submission Address:

Ministry of Local Administration / Project Implementation Unit (PIU), *Solid Waste Management Directorate*, Office #614, 4th Floor, Zahran Str. 3rd Circle, Amman, Jordan.

Telephone: + **962797720835**

Email: hussain_mhaidat@yahoo.com, hussain.m@moma.gov.jo

Applications for expression of interest should be submitted in clearly Closed marked envelopes. The outer envelope should indicate the reference and the title as below:

- ❖ **Support to the Implementation of the National Solid Waste Management Strategy**
- ❖ **Request for Expression of Interest /Supervision of the design and construction works of the project 'Upgrading of Al Ekaider Waste Disposal Site – DB**
- ❖ **Ref.# CJO 1062-T31/3-01/SER/2020**

Interested Applicants may obtain further information at the address below during office hours: 8:00 a.m to 3:00 p.m.

Ministry of Local Administration / Project Implementation Unit (PIU), *Solid Waste Management Directorate*, Office #614, 4th Floor, Zahran Str. 3rd Circle, Amman, Jordan, Telephone: + **962797720835**

Requests for clarifications can be sent by email to the following addresses: hussain_mhaidat@yahoo.com, hussain.m@moma.gov.jo, no later than **3:00 p.m. (Jordan Local Time) of Monday , September 07th , 2020.**

The public opening of applications submitted will be done on **Wednesday, September 23rd , 2020, at 02:30p.m. (Jordan Local Time)** in the Ministry of Local Administration, 3rd Floor, Zahran Str., 3rd Circle, Amman, Jordan.

**Appendix to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the proposal "Supervision of the design and construction works of the project '*Upgrading of Al Ekaider Waste Disposal Site – DBO*'" (the "**Contract**").

To: the Ministry of Local Administration of Jordan (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

- 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
 - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any

other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____

Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

ANNEX I. Figures



Figure 1: Location of the Al Ekaider site in the Northern Region of Jordan

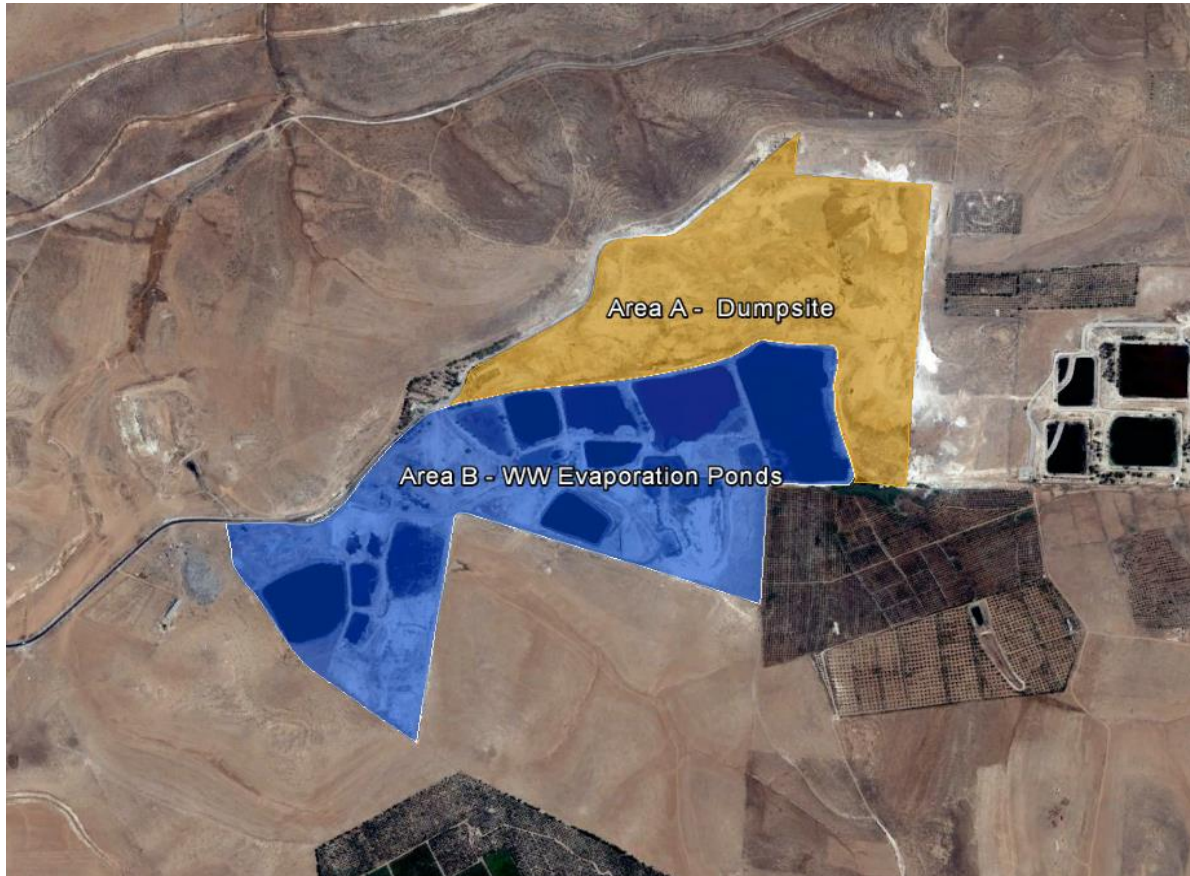


Figure 2: Location of major activities in the Al Ekaider site (Google Earth, 2016).

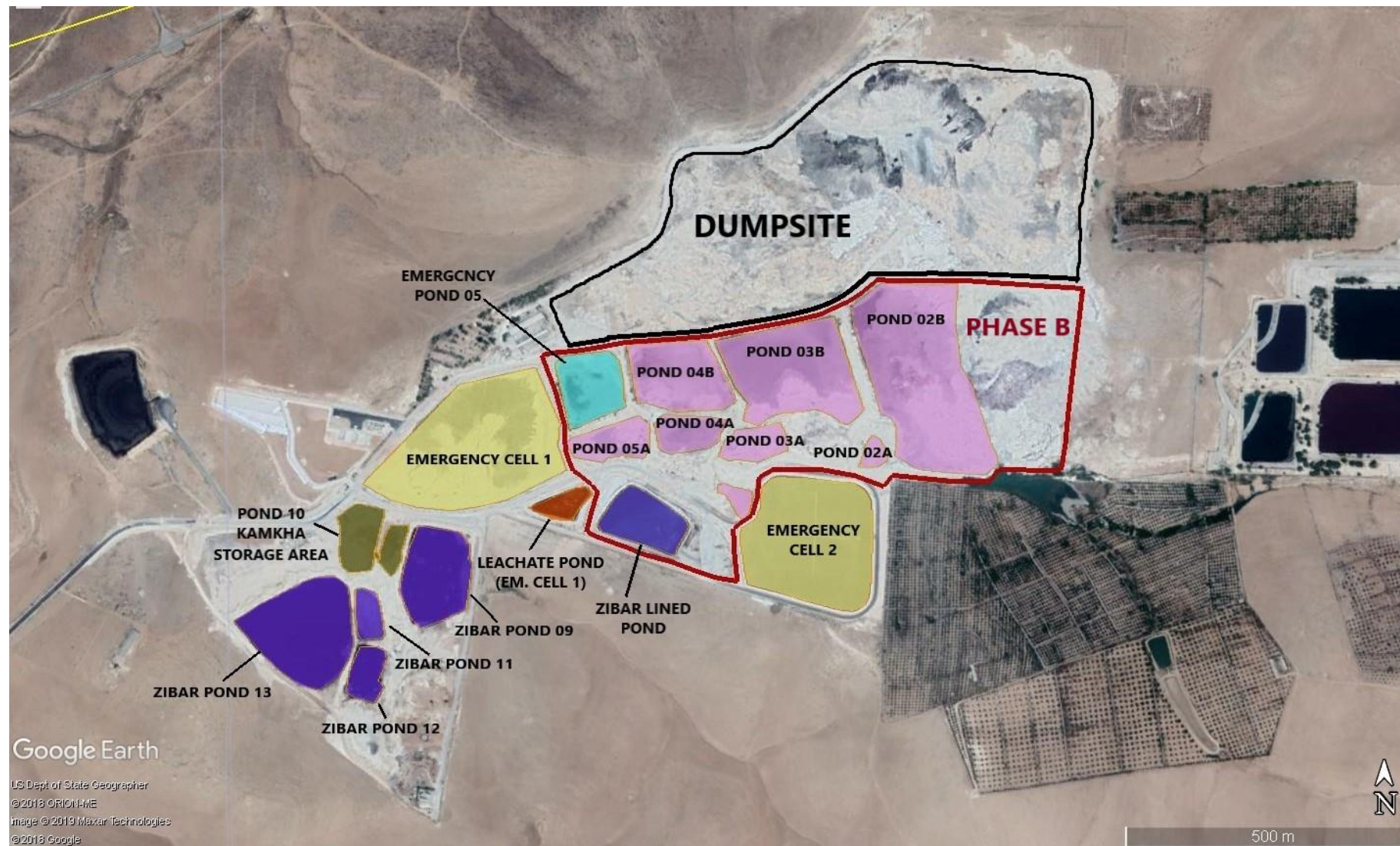


Figure 3: Ponds, Old Dumpsite, Phase B sanitary landfill, and Emergency Cells 1 and 2 included in the DBO Project (Google Earth 2018).

ANNEX II. Indicative Time Plan of the Supervision services (Design-Build and DLP)

DBO CONTRACT COMPONENTS	2021												2022												2023												2024
months	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
DBO Contract launch																																					
1. REMEDIATION OF WW PONDS																																					
DESIGN (DD1)																																					
BUILD (Remediation)																																					
Defects liability period (DLP)																																					
2. PHASE B SANITARY LANDFILL																																					
DESIGN (DD2)																																					
BUILD (Construction of Phase B)																																					
Defects liability period (DLP)																																					
3. CLOSURE AND REHABILITATION OF THE OLD DUMPSITE																																					
DESIGN (DD3)																																					
BUILD (Closure & Rehabilitation)																																					
Defects liability period (DLP)																																					
4. CLOSURE AND REHABILITATION OF THE EMERGENCY CELLS #1 AND #2																																					
DESIGN (DD4)																																					
BUILD (Closure & Rehabilitation)																																					
Defects liability period (DLP)																																					

