

SCOPE OF WORK FOR CONSTRUCTION WORKS

Mujib Tender Package – Construction of Gabion Check-Dams, Gabion Retaining Walls and Grouted Rip-Rap

RFP JOR AMM 2026 006

Annex A

Project: Protecting Mujib and Fidan Dams and surrounding areas in southern Ghours through nature-based solutions and labour-intensive measures supporting Syrian refugees and vulnerable Jordanians.

Employer: Danish Refugee Council (DRC), Jordan

Site: Mujib Dam Area, Jordan

Contract Type: Unit Price Contract based on Priced Bill of Quantities

1. Background

The Danish Refugee Council (DRC) intends to contract a qualified construction contractor to execute construction works within the Mujib Dam area under the project “Protecting Mujib and Fidan Dams and surrounding areas in southern Ghours through nature-based solutions and labour-intensive measures supporting Syrian refugees and vulnerable Jordanians.”

The Works covered by this TOR form part of the Mujib tender package and shall be executed in accordance with the approved tender drawings, technical specifications, Conditions of Contract, Contract Data, Bill of Quantities and written instructions issued by the DRC Project Manager.

2. Purpose of the Contract

The purpose of the Contract is to construct the specified erosion-control and hydraulic protection structures at the Mujib Dam area, including gabion check-dams, gabion retaining walls and grouted rip-rap, in accordance with the approved design and contractual requirements.

The Contractor shall provide all labour, supervision, equipment, tools, materials, transport, temporary works and other resources necessary for proper and timely completion of the Works, except where expressly stated otherwise in the Contract.

3. Location of Works

The Site is the Mujib Dam area, as defined in the tender drawings, including Drawing No. TP-01 and the other drawings forming part of the tender package.

The Bidder is expected to inspect the Site and its surroundings before submitting its Bid and shall take account of the physical conditions, access, terrain and other conditions that may affect execution of the Works.

4. Contract Documents

The Works shall be read and executed together with the complete Contract. The principal documents include:

1. The Agreement and Letter of Acceptance.
2. Instructions to Bidders and Bidding Data, where applicable to the Contractor's obligations.
3. Conditions of Contract and Contract Data.
4. This Terms of Reference / Scope of Works.
5. Approved technical specifications.
6. Approved construction drawings and details.
7. Priced Bill of Quantities.
8. Approved baseline programme.
9. Approved method statement.
10. Schedule of Key Personnel.
11. Written instructions and approved variations issued by the DRC Project Manager.

In case of any discrepancy, the Contractor shall immediately notify the Project Manager and shall not proceed with the affected work on the basis of its own interpretation.

5. Scope of Works

The Contractor shall execute the whole of the Works identified in the drawings, specifications and Bill of Quantities. The scope includes, but is not necessarily limited to, the following activities:

- Mobilisation and demobilisation of labour, equipment, materials and site facilities.
- Setting out of all works, lines, levels, dimensions and locations in accordance with the approved drawings.
- Excavation and preparation of foundations and formation areas as required by the drawings and specifications.
- Construction of gabion check-dams at the locations and to the dimensions shown in the approved drawings.
- Construction of gabion retaining walls at the locations and to the dimensions shown in the approved drawings.
- Construction of grouted rip-rap and associated works in accordance with the approved drawings and specifications.
- Placement, assembly, filling, tying, alignment and securing of gabion units as required by the approved design and specifications.
- Backfilling, compaction, grading and leveling associated with the Works where shown or specified.
- Provision of drainage and other associated elements shown in the drawings.

- Handling, stockpiling and/or disposal of excavated and surplus materials as instructed by the Project Manager.
- Protection of completed Works and the Site during construction.
- Testing, inspections, corrections and completion of defects required for acceptance of the Works.
- Site cleaning, removal of temporary facilities and demobilisation upon completion.

6. Detailed Construction Requirements

6.1 General

All construction shall be carried out strictly in accordance with the approved drawings and technical specifications. The Contractor shall verify site conditions and dimensions before commencing each activity and shall immediately notify the Project Manager of any discrepancy or unforeseen condition that could affect the design, quality, safety or cost of the Works.

6.2 Setting Out and Levels

- The Contractor shall be responsible for setting out the Works accurately using suitable surveying equipment.
- All structures shall be constructed at the lines, locations, levels, dimensions and orientations indicated in the approved drawings.
- The Contractor shall maintain appropriate survey control points and benchmarks throughout implementation.
- Any error resulting from incorrect setting out by the Contractor shall be corrected at the Contractor's cost unless otherwise instructed by the Project Manager.

6.3 Excavation and Foundation Preparation

- Excavation shall be carried out to the dimensions and levels shown on the approved drawings and as instructed by the Project Manager.
- The Contractor shall remove loose, unsuitable or unstable material from foundation and construction areas as required by the drawings and specifications.
- Foundation surfaces shall be prepared and cleaned before placement of gabion, rip-rap or other permanent works.
- Where rock, cavities, highly weathered material or other conditions differ materially from the approved design assumptions, the Contractor shall immediately notify the Project Manager and shall not undertake unapproved remedial or additional works.
- Any approved treatment of cavities, voids or unsuitable foundation material shall be executed in accordance with the Engineer's written instruction and the applicable technical specification.

6.4 Gabion Check-Dams

Gabion check-dams shall be constructed at the locations and to the geometry shown in the approved drawings. The Contractor shall ensure that gabion units are properly assembled, aligned, connected, filled and secured so that the completed structures conform to the approved design.

- Gabion mesh, baskets, lacing wire, connectors and other components shall comply with the approved technical specifications.

- Stone used for gabion filling shall comply with the approved material requirements and shall be clean, durable and suitable for the intended application.
- Gabion units shall be properly connected to adjacent units and to preceding layers as required by the drawings and specifications.
- Filling shall be undertaken carefully to maintain the required shape, alignment and stability of the baskets.
- The completed gabion structure shall be inspected before it is covered, backfilled or incorporated into subsequent works.

6.5 Gabion Retaining Walls

Gabion retaining walls shall be constructed in accordance with the approved drawings, including foundation preparation, wall geometry, stepped arrangement, connections, filling and associated backfilling or drainage provisions.

- The Contractor shall maintain the specified wall alignment, batter, dimensions and levels.
- Each layer shall be securely connected to adjacent and underlying units as specified.
- Backfilling and compaction behind retaining walls shall be performed only where and to the extent shown in the approved drawings.
- No alteration to the approved wall geometry shall be made without prior written approval.

6.6 Grouted Rip-Rap

Grouted rip-rap shall be constructed in accordance with the approved drawings and technical specifications. The Contractor shall prepare the foundation, place and interlock the approved rock, and grout the rip-rap as specified, ensuring that the finished work provides the required stability and erosion protection.

The grout materials, mix, placement and curing requirements shall be those stated in the approved technical specifications. No unapproved alteration to the specified materials or method shall be permitted.

7. Materials

All materials incorporated into the Works shall comply with the approved technical specifications and drawings. The Contractor shall be responsible for sourcing, transporting, protecting, storing and handling materials so that their quality is maintained until incorporation into the Works.

- Materials shall be new and fit for purpose unless the Contract expressly permits otherwise.
- The Project Manager may inspect and/or reject materials that do not comply with the Contract.
- The Contractor shall provide samples, certificates or other evidence of compliance when requested.
- Rejected materials shall be removed from the Site or otherwise dealt with as instructed by the Project Manager.

8. Contractor's Equipment and Resources

The Contractor shall provide sufficient equipment and resources to execute the Works safely, efficiently and within the required completion period.

9. Contractor's Personnel and Management

The Contractor shall provide competent and experienced personnel sufficient to execute and supervise the Works.

- A Project Manager shall be assigned to the Contract and shall have experience in at least two similar projects involving works of equivalent nature and scale.
- The Contractor shall provide the key personnel identified in its Bid and shall not replace them without approval where such approval is required under the Contract.
- The Contractor shall maintain adequate supervision at the Site during working activities.
- All personnel shall comply with applicable Site rules, safety requirements and DRC instructions.

10. Contractor Selection and Qualification Criteria

Only Bidders meeting the minimum qualification requirements below shall be considered for award, subject to the tender evaluation provisions.

10.1 Mandatory Legal and Classification Requirement

- The Bidder shall be a legally registered and licensed construction contractor in Jordan.
- The Bidder shall hold a valid fourth-grade contractor or above classification/registration appropriate for the nature and value of the Works.
- The Bidder shall provide valid registration and professional licensing documents required to undertake the Works in Jordan.
- The Bidder shall provide valid tax and social security registration documentation as required by the tender documents.

10.2 Relevant Gabion and Similar Construction Experience

The Bidder shall demonstrate relevant experience as a prime contractor in construction works of similar nature and complexity, with specific and demonstrable experience in gabion construction.

- Experience in construction of gabion check-dams, gabion retaining walls, gabion erosion-control structures, or comparable hydraulic/erosion protection works shall be considered relevant.
- The Bidder shall provide details of similar contracts completed or substantially completed, including client name and contact, location, scope, contract value, completion date and evidence of completion.
- Experience shall be supported by completion certificates, contracts, client references or other verifiable documentation acceptable to DRC.
- The Bidder shall demonstrate successful execution of works involving site excavation/foundation preparation, gabion installation and associated earth or erosion-control works.

For qualification purposes, the tender documents require experience as prime contractor in at least one work of a nature and complexity equivalent to the Works, with the cited work at least 80% complete. DRC may use the more specific gabion-experience requirement in this TOR as a mandatory technical qualification criterion.

10.3 Financial Capacity

- Minimum annual volume of construction work in any of the last two years: JOD 200,000.

- The Bidder shall provide audited financial statements or other acceptable financial records for the last two years.
- The Bidder shall provide evidence demonstrating compliance with the minimum annual construction turnover requirement.

10.4 Technical Capacity

- Availability of the essential equipment specified in Section 8.
- Qualified Project Manager and competent site personnel.
- Preliminary construction methodology and work programme.
- Demonstrated capacity to mobilise and maintain sufficient resources to meet the Required Completion Date.

10.5 Eligibility and Integrity

- The Bidder shall not be subject to sanctions, debarment, insolvency proceedings or conflicts of interest affecting eligibility.
- The Bidder shall disclose current litigation as required by the Qualification Information Form.
- Any joint venture arrangement shall comply with the tender documents and shall be supported by the required documentation.

10.6 Evaluation stages

#	Criteria	Status
1	a) A completed and signed Bid Submission Form.	Pass/Fail
2	b) A copy of the Bidder's valid registration certificate and professional licenses required to undertake construction works in Jordan.	Pass/Fail
3	c) Copies of the Bidder's audited financial statements or other acceptable financial records for the last two (2) years.	Pass/Fail
4	d) Evidence demonstrating compliance with the minimum annual construction turnover requirement.	Pass/Fail
5	e) Details of similar contracts successfully completed within the last 5 years, including client references, contract values, and completion certificates.	Pass/Fail
6	f) A list of the key personnel proposed for the Contract, together with their qualifications and relevant experience.	Pass/Fail
7	g) A preliminary work Programme and methodology describing the proposed approach to executing the Works. The work plan must be specified and match the tender requirement (maximum of 3 calendar months) to execute, complete and hand-over all works.	Pass/Fail
8	h) A signed declaration confirming that the Bidder is not subject to sanctions, debarment, insolvency proceedings, or conflicts of interest that would affect its eligibility to participate in the tender.	Pass/Fail
9	i) A copy of the Bidder's tax registration certificate and valid social security registration certificate.	Pass/Fail
10	j) Any joint venture agreement or letter of intent to form a joint venture, where applicable.	Pass/Fail
11	k) Any other documentation reasonably required by the Employer to verify the Bidder's qualifications, technical capacity, financial capacity, and legal eligibility.	Pass/Fail
12	l) DRC Supplier Registration form Annex E forms filled out and stamped, and DRC supplier code of conduct Annex D in addition to the supplier general conditions of contract Annex C	Pass/Fail

** Bidders who pass eligibility and administrative criteria will be qualified for the technical evaluation stage.

	Technical Criteria	POINT SCORE SCALE 1-10 Weighted score %
1	WORK EXPERIENCE	40%
	Attach project completion certificate of a similar project	
2	KEY PERSONNEL	20%
	Technical skill in terms of human resources. Attach CVs and certified copies of academic & professional certificates and licenses detailing qualifications of project key personnel who shall be involved in this contract. The persons must be working with the company or has a signed undertaking to work with the firm by the time of submitting this tender. Each of the personnel will be evaluated on the following parameters:	
	Project Engineer (Civil):	
	BSc. Civil Engineering	
	Over 8 years' experience working with similar projects of similar contract value (list in the CV the projects and value)	8%
	Registered with a professional body such as JEA	
	Land Surveyor	
	Over 5 years' experience working with similar projects	4%
	Foreman (at least 2)	
	Over 4 years' experience working with similar projects	8%
3	PLANNED EQUIPMENT AND MACHINERY	20%
	List of planned equipment suitable to execute the works within project execution duration	
4	WORK SCHEDULE	15%
	Realistic implementation timeframe matching the project execution duration <i>maximum of 3 calendar months</i>	
5	FINANCIAL CAPACITY	5%
	2 years of certified audited financial reports and financial statements (2024 and 2025)	
	TOTAL	100%

The points to be awarded are either 1,4,5,7, or 10 and are based on the below explanation: 10: Significantly above requirement

7: Slightly above requirement

5: Meets requirement

4: Slightly below requirement

1: Does not meet requirement

No other number between the above five numbers stated can be added to the weighting evaluation.

Please note that bids shall respond to all criteria, or their bid may be disqualified.

Financial Evaluation Stage

Only bidders that passed the technical evaluation will proceed to this stage.

11. Bid Submission Documents for Qualification

In addition to the documents required under the Instructions to Bidders, the Bidder shall submit, as applicable:

12. Completed and signed Bid Submission Form.
13. Valid first-grade contractor classification/registration and professional licences.
14. Valid registration, tax and social security certificates.
15. Audited financial statements or acceptable financial records for the last two years.
16. Evidence of minimum annual construction turnover.
17. List and supporting evidence of relevant gabion and similar construction contracts.
18. Completion certificates/client references for similar works.
19. List of proposed equipment and evidence of ownership, lease, hire or availability.
20. CVs and qualifications of the Project Manager and key personnel.
21. Preliminary work programme.
22. Construction methodology/method statement.
23. Information on proposed subcontractors, where applicable.
24. Declaration regarding sanctions, debarment, insolvency and conflicts of interest.
25. Information on current litigation.
26. Any additional documents reasonably required by DRC to verify legal, financial and technical capacity.

12. Construction Methodology and Programme

The Contractor shall submit a preliminary methodology and programme with the Bid and, following award, shall submit the contractual programme within the period specified in the Contract.

The contractual Contract Data requires submission of the Programme within five (5) days of signing the Agreement, with updates at intervals of fifteen (15) days.

The programme shall identify mobilisation, procurement, setting out, excavation/foundation preparation, gabion construction, retaining walls, rip-rap, associated works, inspections, testing, correction of defects and completion.

13. Quality Control and Inspection

- The Contractor shall establish and maintain quality-control procedures appropriate to the Works.
- The Project Manager shall have access to the Site, materials, equipment and work areas for inspection.
- Works shall not be covered, backfilled or otherwise concealed before required inspections have been completed.
- Non-conforming work shall be corrected at the Contractor's cost where the non-conformance is attributable to the Contractor.
- The Project Manager's inspection or approval shall not relieve the Contractor of its contractual responsibility for the Works.

14. Health, Safety and Environmental Requirements

The Contractor shall be responsible for the safety of all activities on the Site and shall comply with the Contract, applicable Jordanian requirements and DRC requirements.

- Provide and enforce appropriate personal protective equipment.
- Maintain safe access, working areas and equipment operations.
- Implement safe excavation and work-at-height/unstable-ground practices as applicable.
- Control risks associated with machinery, vehicles, rockfall, excavation and construction activities.
- Maintain emergency arrangements and first-aid provisions appropriate to the Site.
- Prevent unnecessary disturbance outside designated work areas.
- Manage construction waste, surplus materials, dust and other environmental impacts appropriately.
- Protect existing infrastructure, property, watercourses and surrounding areas from damage caused by construction activities.
- Maintain the Site in a safe and orderly condition throughout implementation.

15. Weather, Wadi and Site Risks

The Contractor shall take appropriate precautions for the physical conditions of the Mujib Dam area, including terrain, access, weather and potential water flow in drainage channels and wadis.

- The Contractor shall monitor weather and Site conditions and plan activities accordingly.
- Personnel and equipment shall be moved to safe areas when conditions create unacceptable risks.
- The Contractor shall not expose workers or equipment to foreseeable flood or unstable-ground hazards.
- The Contractor shall immediately notify the Project Manager of any event or condition that may affect safety, quality, cost or schedule.

16. Site Management and Protection of Works

- The Contractor shall keep the Site organised and shall protect completed and partially completed Works.
- Construction equipment and materials shall be stored safely and in locations approved or accepted by the Project Manager.
- The Contractor shall maintain access necessary for DRC supervision and other authorised parties.
- Upon completion, the Contractor shall remove temporary facilities, waste and surplus materials and leave the Site in an acceptable condition.

17. Measurement and Payment

The Contract is a Unit Price Contract based on a Priced Bill of Quantities. Payment shall be based on the actual quantities of completed and accepted work measured in accordance with the Contract and multiplied by the applicable rates in the priced Bill of Quantities.

- All rates shall be deemed to include all labour, supervision, equipment, plant, tools, transport, handling and other costs necessary to complete the relevant item unless expressly excluded.
- Items for which no rate or price is entered shall not be paid separately and shall be deemed covered by other rates and prices in the Bill of Quantities.

- The Contractor shall submit statements of work executed in accordance with the Conditions of Contract.
- The Project Manager shall verify quantities and certify eligible payments.
- No payment shall be made for defective or non-conforming work until satisfactorily corrected.

18. Variations and Unforeseen Conditions

No change to the scope, dimensions, levels, materials or construction method that affects the Contract shall be undertaken without the required written instruction or approval.

If the Contractor encounters a condition that differs materially from the information reasonably available to it or from the approved drawings, it shall immediately notify the Project Manager. The Contractor shall not undertake additional work on the assumption that it will be paid unless the work has been properly instructed and authorised under the Contract.

19. Time for Completion

The Start Date specified in the Contract Data is maximum of three months from the contract signing .

The Contractor shall mobilise sufficient resources and organise the Works so that the required completion date is achieved.

Liquidated damages are specified in the Contract Data at 0.5% of the Contract Price per calendar day of delay, subject to the stated maximum of 10% of the final Contract Price.

20. Insurance, Performance Security and Financial Requirements

The Contractor shall comply with all insurance and security requirements in the Contract Data, including the required Performance Security.

The Contract Data specifies Performance Security of not less than 10% of the Contract value and the insurance covers specified therein.

The Bidder shall review the complete Conditions of Contract and Contract Data for the applicable requirements. Where the Contract Data and this TOR differ, the executed Contract documents shall govern.

21. Subcontracting

Subcontracting shall be subject to the Conditions of Contract and prior approval where required.

Subcontracting shall not relieve the Contractor of any obligation or responsibility under the Contract. The Conditions of Contract limit subcontracting to not more than 50% of the work.

22. Reporting and Records

- Maintain daily records of labour, equipment, materials, activities and significant Site events.
- Provide progress information and supporting measurements required for payment certification.

- Notify the Project Manager promptly of delays, safety incidents, defects, unforeseen conditions or matters affecting the Works.
- Maintain records necessary to demonstrate compliance with the approved drawings, specifications and quality requirements.
- Provide photographs or other evidence of progress when requested by DRC.

23. Completion, Inspection and Taking Over

The Contractor shall notify the Project Manager when it considers the Works complete. The Project Manager shall inspect the Works and may issue a completion certificate when the Works are satisfactorily completed in accordance with the Contract.

The DRC shall take over the Site and Works within the period specified in the Conditions of Contract following issuance of the completion certificate.

The Contractor shall rectify all outstanding defects or incomplete items identified during inspection before final acceptance, unless otherwise agreed in writing.

24. Defects Liability

The Defects Liability Period is 365 days from the Completion Date, as specified in the Contract Data.

The Contractor shall correct notified defects within the period instructed by the Project Manager. Where a defect is attributable to the Contractor's work, materials, workmanship or failure to comply with the Contract, correction shall be carried out at the Contractor's cost.

25. Contractor's General Obligations

- Execute and complete the Works in accordance with the Contract.
- Provide adequate labour, supervision, equipment, materials and resources.
- Comply with approved drawings and specifications.
- Maintain quality, safety and environmental controls.
- Protect the Works and Site from damage arising from the Contractor's activities.
- Comply with lawful instructions of the Project Manager.
- Correct defects and non-conforming work.
- Meet the approved programme and completion requirements.
- Obtain and maintain permits, licences and approvals that are the Contractor's responsibility.
- Maintain appropriate insurance and security instruments.
- Comply with applicable Jordanian laws and DRC contractual requirements.

26. DRC / Employer Responsibilities

- Provide the tender and approved Contract documents.
- Provide access to the Site to the extent available under the Contract.
- Provide technical supervision and contract administration through the authorised Project Manager.

- Review submitted programmes, methodologies and technical submissions within the applicable contractual process.
- Inspect and certify completed work and quantities in accordance with the Contract.
- Issue written instructions and approvals where required.
- Process eligible payments in accordance with the Contract.

27. Applicable Law and Language

The language of the Contract documents is English and Arabic. The law governing the Contract is the law of the Hashemite Kingdom of Jordan. The place of arbitration specified in the Contract Data is the Palace of Justice – Amman.

28. Annexes

The following documents shall be attached to and read together with this TOR as applicable:

27. Annex 1 – Site Location and General Arrangement Drawings.
28. Annex 2 – Approved Construction Drawings, including TP-01 and structure-specific drawings.
29. Annex 3 – Technical Specifications.
30. Annex 4 – Bill of Quantities.
31. Annex 5 – Contractor's Key Personnel Schedule.
32. Annex 6 – Required Equipment Schedule.
33. Annex 7 – Bidder's Preliminary Methodology and Programme Form.

29. Tenderer's Confirmation

By submitting a Bid, the Tenderer confirms that it has reviewed this TOR together with the complete tender package, has examined the Site and has allowed in its prices for all resources and obligations necessary to execute and complete the Works in accordance with the Contract.

The Tenderer further confirms that it has the legal classification, technical capacity, relevant gabion construction experience, equipment and personnel required to undertake the Works.