



**THE HASHEMITE
KINGDOM OF JORDAN**



MILLENNIUM
CHALLENGE ACCOUNT - JORDAN
Partners in Development



MILLENNIUM
CHALLENGE CORPORATION
UNITED STATES OF AMERICA

**Central Tender No. (8/2016)-MCC
Consulting Services to Provide Data Quality Review
(DQR)**

**REQUEST FOR PROPOSALS
RFP/ QCBS-MCA-JORDAN - COMPACT**

MILLENNIUM CHALLENGE ACCOUNT – JORDAN

**On Behalf of:
THE GOVERNMENT OF THE HASHEMITE KINGDOM OF
JORDAN**

Funded by

THE UNITED STATES OF AMERICA

**Through
THE MILLENNIUM CHALLENGE CORPORATION**

January 2016

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Letter of Invitation for Proposals

Central Tender No. (8/2016)-MCC

Request for Proposals

Consulting Services to Provide Data Quality Review (DQR)

RFP: QCBS-MCA-JORDAN COMPACT

1. The Millennium Challenge Corporation (“MCC”) and the Government of **Jordan** (the “Government” or “**GoJ**”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **Jordan** (the “Compact”) in the amount of approximately **275.1** MUSD (“MCC Funding”). The Government, acting through **Millennium Challenge Account- Jordan** (“MCA-Jordan” serving as the “MCA Entity”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which the Request for Proposals is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC funding and conditions to the disbursements of MCC funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding.
2. The Compact program goal is to reduce poverty through economic growth in Jordan. The objective of the Program is to increase the effective supply of water available to the inhabitants of Zarqa Governorate through improvements in the efficiency of water delivery, the extent of wastewater collection and the capacity of wastewater treatment. The Program consists of the following projects:
 - A– Water Network Project: The objectives of this project are to (i) improve the efficiency of network water delivery and the condition of home water systems, and (ii) decrease certain costs that households in Zarqa Governorate incur to satisfy their subsistence water needs. The Water Network Project is designed to address high rates of water loss in the water supply network in Zarqa Governorate and provide direct assistance to poor households in improving their household water and sanitation infrastructure.

The Water Network Project is comprised of two Activities: (i) the restructuring and rehabilitation of the water supply systems in key areas of Zarqa Governorate (the “Infrastructure Investment Activity”), and (ii) assistance to households to improve the plumbing, water storage, sewage connections, and general awareness of best practices for sanitation and water efficiency (the “Water Smart Homes Activity” or the “WSH Activity”).
 - B- Wastewater Network Project: The objectives of this project are to (i) increase access to the wastewater network, (ii) increase the volume of wastewater collected within Zarqa Governorate for treatment and reuse, and (iii) reduce the incidents of sewage overflow. The Wastewater Network Project is designed to increase the carrying capacity of impaired sewer main lines, reduce periodic overflows in the wastewater collection network, and

extend lateral sewer lines to urban neighborhoods in which populations are not currently connected to the wastewater collection network.

The Wastewater Network Project is comprised of two Activities: (i) the reinforcement of existing networks and rehabilitation of existing sewer main lines in West Zarqa (the “West Zarqa Pumping Station Zone Activity”); and (ii) the reinforcement of existing networks and rehabilitation of existing sewer main lines in East Zarqa (the “East Zarqa Pumping Station Zone Activity”), (iii) Princess Haya Expansion, and (iv) WAJ Administration Building Activity - Zarqa Governorate.

C- As-Samra Expansion Project: The objectives of this project are to (i) increase the capacity to treat wastewater from Amman and Zarqa Governorates, (ii) increase the volume of treated wastewater that is available as a substitute for freshwater for non-domestic use, and (iii) protect existing agriculture from the potential consequences of pollution from untreated wastewater.

The Compact Term is five years, the Water and Wastewater Network Projects Duration (Time for Completion) is three years in addition to two years defects liability period.

3. This Invitation for Proposals follows the General Procurement Notice No. 10 that appeared in dgMarket on **Dec 13, 2015**, UNDB Online on **Dec 14, 2015**, the MCA-Jordan website www.mca-jordan.gov.jo on **Dec 13, 2015**, the Government Tenders Directorate (GTD) (Procurement Agent) website www.gtd.gov.jo on **Dec 13, 2015** and local newspapers Al Rai, Al Dustour and The Jordan Times on **Dec 14, 2015**.
4. MCA-Jordan through the Government Tenders Directorate (GTD) (Procurement Agent) now invites proposals to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference.
5. The Request for Proposal (“RFP”) is open to all eligible entities or persons (“Consultants”) who wish to respond. Consultants may only associate with each other in the form of a joint venture or in a sub-consultancy agreement to complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment and so long as any association is otherwise formed in accordance with the terms of the RFP.
6. A Consultant will be selected under the Quality and Cost Based Selection (**QCBS) Method**, the evaluation procedure for which is described in sections of the RFP in accordance with “MCC Program Procurement Guidelines,” which are provided on the MCC website www.mcc.gov.
7. An electronic copy of the RFP Document in the English language may be downloaded from the Employer’s website: www.mca-jordan.gov.jo or the Procurement Agent website: www.gtd.gov.jo or contact the Government Tenders Directorate (GTD) (Procurement Agent) by e-mail to nadia.alahmad@gtd.gov.jo to receive the complete Request For Proposals (RFP).

Consultants interested in submitting a Proposal should register their interest by sending an e-mail, giving full contact details of the Consultant to the address

of the Employer Procurement Agent:

Government Tenders Directorate

Attention:

The Chairman of Central Tenders Committee

Director General

Ministry of Public Works and Housing

King Abdullah II Circle (8th Circle)/ King Abdullah II Street

P.O. Box: 1220 Amman 11118 Jordan

Telephone number: 00 962 6 585 8 / 311, 312, 313, or 314.

Fax number: 00 962 6 585 7 / 583 or 639.

Email: nadia.alahmad@gtd.gov.jo

Website: www.gtd.gov.jo

8. The RFP Document includes the following Sections:

Section 1 Instructions to Consultants

This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract.

Section 2 Proposal Data Sheet

This section includes provisions that are specific to this procurement and that supplement Section 1, Instructions to Consultants.

Section 3 Qualification and Evaluation Criteria

This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal.

Section 4A Technical Proposal Forms

This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant's total Proposal.

Section 4B Financial Proposal Forms

This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant's total Proposal.

Section 5 Contract Forms:

- I Contract Agreement
- II General Conditions of Contract
- III Special Conditions of Contract
- IV Appendices

Section 6 Terms of Reference

This section includes the detailed Terms of Reference for this procurement that describe the nature, tasks and duties of the consultant services to be procured.

9. A Pre-Proposal meeting will be conducted at **9:00 AM** local time in **Jordan** on **Feb. 01, 2016** at the **Government Tenders Department (Procurement**

Agent) at the Ministry of Public Works and Housing, King Abdullah II Circle (8th Circle) / King Abdullah II Street. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.

- 10.** The closing time for receipt of Proposals is **Mar. 15, 2016, at 12:00 noon** local time in **Jordan**. Proposals received after this time and date shall not be considered and will be returned unopened. Consultants should be aware that distance and customs formalities may require longer than expected delivery time.

Eng. Huda Shishani

**Director General and Chairman of Central Tenders Committee
Government Tenders Department (Procurement Agent)
Ministry of Public Works and Housing**

Section 1 Instructions to Consultants

Definitions

- (a) “associate” means any entity or person with whom the Consultant associates in order to provide any part of the Services.
- (b) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of **Jordan**, entered into on October 25th, 2010, as may be amended from time to time.
- (c) “confirmation” means confirmation in writing.
- (d) “Consultant” means any entity or person that may provide or provides the Services to the MCA Entity under the Contract.
- (e) “Contract” means the contract proposed to be entered into between the MCA Entity and the Consultant, including all attachments, appendices, and all documents incorporated by reference therein, a form of which is included in Section 5 of this RFP.
- (f) “day” means a calendar day.
- (g) “FBS” means Fixed Budget Selection method.
- (h) "Financial Proposal" has the meaning given the term in ITC Sub-Clause 3.6.
- (i) “Fraud and Corruption” means any of those actions defined in the GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in GCC Sub-Clause 1.1, according to which action may be taken against the Consultant, Personnel or MCA Entity personnel.
- (j) “GCC” means the General Conditions of Contract.
- (k) “Government” means the Government of **Jordan**.
- (l) “Instructions to Consultants” or “ITC” means Section 1 of this RFP, including any amendments, which provides Consultants with all information needed to prepare their Proposals.
- (m) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (n) "Key Professional Personnel" means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (o) “LCS” means Least Cost Selection method.

- (p) “MCA Entity” means **Millennium Challenge Account- Jordan**, the party with which the selected Consultant signs the Contract for the provision of the Services.
- (q) “MCC” means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (r) “PDS” means the Proposal Data Sheet, in Section 2 of this RFP, used to reflect specific country and assignment conditions.
- (s) “Personnel” means professionals and support staff provided by the Consultant, or by any Sub-Consultants, or associates that are assigned to perform the Services or any part thereof.
- (t) "Pre-Proposal Meeting" means the pre-proposal meeting specified in the **PDS**, if any.
- (u) “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.
- (v) “QBS” means Quality-Based Selection method.
- (w) “QCBS” means Quality and Cost-Based Selection method.
- (x) “RFP” means this Request for Proposals, including any amendments that may be made, prepared by the MCA Entity for the selection of the Consultant.
- (y) “SCC” means the Special Conditions of Contract.
- (z) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (aa) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (bb) “Taxes” has the meaning given the term in the Compact.
- (cc) “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
- (dd) "Technical Proposal" has the meaning given the term in ITC Sub-Clause 3.4.
- (ee) “Terms of Reference” or “TOR” means the document included in this RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the MCA Entity and the Consultant, and expected results and deliverables of the

assignment.

1. Introduction
 - 1.1 The MCA Entity named in the **PDS** will select a Consultant in accordance with the selection method specified in the **PDS**.
 - 1.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
 - 1.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the **PDS**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 1.4 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 MCA Entity before submitting a Proposal and to attend a Pre-Proposal Meeting if one is specified in the **PDS**. Attending any Pre-Proposal Meeting is strongly advised, but not mandatory. Attending any Pre-Proposal Meeting and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
 - 1.5 The MCA Entity will timely provide, at no cost to the Consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.
 - 1.6 Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation.
 - 1.7 The MCA Entity 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 any Consultant.

Conflict of Interest

1.8 The MCA Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the MCA Entity's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.

1.8.1 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 selected, under any of the circumstances set forth below:

Conflicting Activities

(a) A Consultant that has been engaged by the MCA Entity 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 Consultant 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, works or services other than consulting services resulting from or directly related to such 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.

Conflicting Assignments

(b) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and 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 MCA Entity 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.

Conflicting Relationships

(c) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) that have a business or family

relationship with a member of the MCA Entity's board of directors or the MCA Entity staff, or with the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by the MCA Entity 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 the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC throughout the selection process and the execution of the Contract.

- 1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA Entity, 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 the Contract.
- 1.8.3 No member of the MCA Entity's board of directors or current employees of the MCA Entity shall work as, or on behalf of, any Consultant.
- 1.8.4 No current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies.
- 1.8.5 Recruiting former MCA Entity or Government employees to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- 1.8.6 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government 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 MCA Entity by the Consultant as part of its Technical Proposal.
- 1.8.7 In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses 1.8.3 – 1.8.6, who may have left the MCA Entity within a period of less than twelve (12) months of the date of this RFP, it must obtain a "no-objection" from the MCA Entity for the inclusion of such a person, prior to the Consultant's submission of its Proposal.

Unfair Advantage

- 1.8.8 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the MCA Entity 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.

Fraud and Corruption

- 1.9 MCC requires that all beneficiaries of MCC Funding, including the MCA Entity and any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MCA Entity:
- (a) will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
 - (b) as the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and
 - (c) has the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA Entity, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Proposal or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by the MCA Entity with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC Funding allocated to the Contract if it determines at any time that representatives of a beneficiary of the MCC Funding engaged in Fraud and Corruption during the selection process or the execution of the Contract, without the MCA Entity or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

MCC may also invoke, on its own behalf, any of the rights identified for the MCA Entity in ITC Sub-Clause 1.9(a)-(c) above.

Eligibility

- 1.10 Consultants (including their associates, if any), their

Sub-Consultants and Personnel, shall satisfy the eligibility criteria set forth below, as applicable.

Ineligibility and
Debarment

- 1.10.1 Consultants (including their associates, if any), their Personnel and Sub-Consultants shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITC Sub-Clause 1.8, or that have been declared ineligible for participation in a procurement in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled “*Excluded Parties Verification Procedures in MCA Entity Program Procurements*” that can be found on MCC’s website at www.mcc.gov. This would also remove from eligibility for participation in a procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States. As of the date of this Request for Proposals, those countries are [***Cuba, Iran, North Korea, Sudan and Syria***]. However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the web sites identified in the guidance paper referenced above for the most current listing of sanctioned and restricted countries.

Consultants (including their associates, if any), their Personnel and Sub-Consultants not otherwise made ineligible for a reason described in the immediately preceding paragraph shall be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of such Consultant, associates, Personnel or Sub-Consultants;
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of such Consultant, associates, Personnel or Sub-Consultants or any payments to persons or entities in such country; or
- (c) such Consultant, associates, Personnel or Sub-Consultants are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on the MCC website at www.mcc.gov.

Qualification and
Eligibility of
Consultants

- 1.10.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in Paragraphs 3.1

to 3.3 of Section 3 of this RFP.

- 1.10.3 Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.
- Eligibility of Associates 1.10.4 In the case where a Consultant intends to associate with another Consultant and/or individual expert(s), then such associates shall also be subject to the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.
- Commissions and Gratuities 1.11 A Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP or its Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4B).
- Origin of Goods and Consulting Services 1.12 Goods supplied and consulting services provided under the Contract may originate from any country subject to the same restrictions specified for Consultants (including their associates, if any), their Personnel and Sub-Consultants set forth in ITC Sub-Clause 1.10.
- Only one Proposal 1.13 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all 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.
- Proposal Validity 1.14 The **PDS** indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professional Personnel nominated in the Proposal. The MCA Entity will make its best effort to complete negotiations within this period. Should the need arise, however, the MCA Entity 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 Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which 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.

Source of Funds;
Compact Terms and
Conditions

1.15 MCC and the Government have entered into the Compact to help facilitate poverty reduction through economic growth in **Jordan**. The Government, acting through the MCA Entity, intends to apply a portion of the proceeds of MCC Funding to eligible payments under the Contract. Payments under the Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding. The Compact and its related documents are available at www.mcc.gov or at the website of the MCA Entity.

2. Clarification and
Amendment of RFP
Document

2.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the **PDS** before the Proposal submission date. Any request for clarification must be sent in writing or by email or fax to the MCA Entity at the address indicated in the **PDS**. The MCA Entity will respond in writing or by email or fax and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants by the date specified in the **PDS**.

2.2 Should the MCA Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC Sub-Clause 2.4.

2.3 At any time prior to the deadline for submission of Proposals, the MCA Entity may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under ITC Sub-Clause 2.4.

2.4 Any amendment issued under ITC Sub-Clauses 2.2 or 2.3 shall (a) become a part of the RFP and (b) be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be.

2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, the MCA Entity may, at its discretion, extend the deadline for the submission of Proposals

3. Preparation of
Proposals

3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the MCA Entity, shall

be written in the English and/or **Arabic**, as specified in the **PDS**. If proposals are to be submitted in both English and/or **Arabic**, the English version shall govern.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. 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.

In the case where there has been shortlisting of Consultants, if a shortlisted 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 either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so indicated in the **PDS**. A shortlisted Consultant must first obtain the approval of the MCA Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. 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.

(b) The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be shown in the **PDS**. However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant.

For fixed-budget-based assignments, the available budget is given in the **PDS**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position indicated in the TOR.

Technical Proposal
Format and Content

3.4 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section 4A (the “Technical Proposal”). A page is considered to be one printed side of A4 or US letter-size paper.

- (a) Information on the Consultant’s financial capacity is required (Form TECH-2 of Section 4A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section 4A). For each assignment, the outline should indicate the names of associates or Key Professional Personnel 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 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 consultants cannot be claimed as the experience of the Consultant, or that of an associate, 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 MCA Entity. References of the Consultant are also required (Form TECH-5 of Section 4A).
- (b) 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 MCA Entity (Form TECH-7 of Section 4A).
- (c) 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 Proposal is provided (Form TECH-6 of Section 4A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section 4A) which will show in the form of a bar chart the timing proposed for each activity.

- (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section 4A).
 - (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section 4A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
 - (f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section 4A).
 - (g) A detailed description of the proposed methodology and staffing for training, if the **PDS** specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.
- Financial Proposals 3.6 The Consultant's financial proposal shall be prepared using the forms provided in Section 4B (the "Financial Proposal"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if indicated in the **PDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.
- Taxes 3.7 Except as may be exempt pursuant to the Compact, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes (as defined in the Compact) under applicable law (now or hereafter in effect). The Consultant, (including its associates, if any), Sub-Consultants and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Consultant, its associates, Sub-Consultants, or their respective Personnel, the Contract price shall not be adjusted to account for such Taxes. The MCA Entity shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants, or their respective Personnel for any Taxes.
- Currencies 3.8 Consultants must submit their Financial Proposals in the currency or currencies specified in the **PDS**.

- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment should be listed in the Financial Proposal Form FIN-1 of Section 4B.
4. Submission, Receipt, and Opening of Proposals
- 4.1 The following applies to the “**ORIGINAL**” of the Technical Proposal, and of the Financial Proposal. The “**ORIGINAL**” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “**ORIGINAL**”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).
- 4.2 If required in the **PDS**, the authorized representative of the Consultant signing the “**ORIGINALS**” of the Technical and of the Financial Proposal shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “**ORIGINALS**” on behalf of the Consultant, and its associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked “**ORIGINAL**”.
- 4.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked “**COPY**”. It is preferred that all copies required should be made by photocopying the “**ORIGINAL**” as appropriate. However, the Consultant should note that if copies are made by any other means and discrepancies are found between the original and any of the copies of the relevant documents, then the “**ORIGINAL**” shall govern.
- 4.4 The “**ORIGINAL**” and each “**COPY**” of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked “**Technical Proposal**”. Similarly, the “**ORIGINAL**” and each “**COPY**” of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked “**Financial Proposal**”.

Each envelope/parcel shall bear the name and address of the MCA Entity as stated in the **PDS** (ITC Sub-Clause 4.4), the name and address of the Consultant (in case they have to be returned unopened, and the Name of the Assignment as stated in the **PDS** (ITC Sub-Clause 1.3).

In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning **“Do Not Open With the Technical Proposal.”** If the Financial Proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked **“Do Not Open, Except In Presence of the Official Appointed,** no later than 12:00 noon (local time in Jordan) on **Mar. 15, 2016** as indicated in the **PDS**. The MCA Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.

4.5 Proposals must be received by the MCA Entity at the address and no later than the time and on the date specified in the **PDS**, or any extension of this date in accordance with ITC Sub-Clause 2.5. Any Proposal received by the MCA Entity after the deadline for submission shall be declared late, rejected and returned unopened to the Consultant.

4.6 The MCA Entity shall open the outer envelopes/cartons as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The Technical proposals will be opened as specified in the **PDS**. The envelopes with the Technical Proposals shall remain sealed until the TEP is ready to convene. The MCA Entity shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place.

5. Proposal Evaluation 5.1 From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact the MCA Entity on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence the MCA Entity in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant’s Proposal.

- Evaluation of Technical Proposals 5.2 The TEP 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 Section 3. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not 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 **PDS**.
- Financial Proposals (only for QBS) 5.3 Following the ranking of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Proposal and the Contract in accordance with the instructions given under ITC Sub-Clause 6.1.
- Financial Proposals (only for QCBS, FBS, LCS) 5.4 Following completion of the evaluation of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), the MCA Entity shall notify all Consultants who have submitted Proposals of (a) those Proposals which were considered non-responsive, (b) the technical scores of those Proposals which were deemed responsive and (c) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial Proposals.
- The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after the MCA Entity has completed the selection process.
- 5.5 Financial Proposals shall be opened publicly in the presence of those Consultants’ representatives who choose to attend at the date, time and location stated in the notice issued pursuant to ITC Sub-Clause 5.4. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the record shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC.
- 5.6 The TEP will correct any computational errors, and in

cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, 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 cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date indicated in the **PDS**.

- 5.7 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section 3: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) 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 Section 3. $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the MCA Entity will select the lowest priced proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to ITC Sub-Clause 5.6 shall be considered, and the selected firm invited for negotiations.
- 5.9 Prior to execution of a contract, the MCA Entity shall reserve the right to conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the MCA Entity. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the MCA Entity may also verify any information provided on Form TECH-5 in the proposal.

A negative determination in the post-qualification could lead to the rejection of the Proposal and the MCA Entity may, at its discretion, move to invite the next-ranked Consultant for negotiation.

6. Negotiations
- 6.1 Negotiations will be held at the address indicated in the **PDS**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in the MCA Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.
- Technical Negotiations
- 6.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.
- The MCA Entity and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the MCA Entity to ensure satisfactory implementation of the assignment.
- The MCA Entity shall prepare minutes of negotiations which will be signed by the MCA Entity and the Consultant.
- Financial Negotiations
- 6.3 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. In no event, shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- Availability of Professional Staff/Experts
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, the MCA Entity expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal. Before Contract negotiations, the MCA Entity will require assurances that the proposed

Key Professional Personnel will be actually available.

During Contract negotiations, the MCA Entity will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel 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.

- Conclusion of the Negotiations 6.5 Negotiations will conclude with a review of the draft Contract and Appendices, following which the MCA Entity and the Consultant will initial the agreed Contract. If negotiations fail, the MCA Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract 7.1 After the award of Contract, the MCA Entity shall publish on its website, at dgMarket and at UNDB online the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. After Contract signature, the MCA Entity shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **PDS**.
8. Confidentiality 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 rejection of its Proposal and may subject the Consultant to the provisions of the Government's, the MCA Entity's and MCC's antifraud and corruption policies.
9. Bid Challenge System 9.1 Any Consultant has the right to complaint and appeal, but must do so in the manner and format set down in the bid challenge system published on the MCA Entity's website www.mca-jordan.gov.jo.

10. Compact
 Conditionalities
- 10.1 Consultants are advised to examine and consider carefully the provisions that are set forth in Appendix G to the Contract, as these are a part of the Government's and the MCA Entity's obligations under the Compact and related agreements, which, under the terms of the Compact and related agreements, are required to be transferred onto any Consultant (including any associate) or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC funding is involved.
- 10.2 The provisions set forth in Appendix G to the Contract apply both during the RFP procedures and throughout the performance of the Contract.
11. Trafficking in
 Persons
- 11.1 MCC has a zero tolerance policy with regard to trafficking in persons. Trafficking in persons (TIP) is the crime of using force, fraud, and/or coercion to exploit another person. Human trafficking can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to working with partner countries to ensure appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the countries it partners with and projects it funds.
- 11.2 The Description of Services (for Consulting Services SBD) set out certain prohibitions, requirements, remedies and other provisions that will be made a binding part of any contract that may be entered into with respect to this procurement. As such, those provisions should be given careful consideration
- 11.3 Additional information on MCC's requirements aimed at combating TIP can be found in Part 15 of MCC's Program Procurement Guidelines.

Section 2 Proposal Data Sheet

ITC 1.1	The name of the MCA Entity is Millennium Challenge Account- Jordan The method of selection is the QCBS method.
ITC 1.3	The Name of the assignment is: Consulting Services to Provide Data Quality Review (DQR)
ITC 1.4	A Pre-Proposal Meeting will be conducted at 9:00 AM (local time) on Feb. 01, 2016 at the Government Tenders Department “Procurement Agent” at the Ministry of Public Works and Housing, King Abdullah II Circle (8th Circle) / King Abdullah II Street . Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.
ITC 1.5	The MCA Entity will provide the reports and materials listed in sub-section 3 Scope of Work of the Terms of Reference, “Section 6”. The materials are available for review by the prospective Consultants at the MCA- Jordan website www.mca-jordan.gov.jo .
ITC 1.14	Proposals must remain valid for one hundred and twenty days (120) days after the deadline for the submission of Proposals specified in PDS ITC 4.5 .
ITC 2.1	Clarifications may be requested by e-mail not later than 28 days before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than 10 days prior to the deadline for submission of Proposals. The address for requesting clarifications is: The address of the Employer Procurement Agent: Government Tenders Department Attention: The Chairman of Central Tenders Committee Director General Ministry of Public Works and Housing King Abdullah II Circle (8 th Circle)/ King Abdullah II Street P.O. Box: 1220 Amman 11118 Jordan Telephone number: 00 962 6 585 8 / 311, 312, 313, or 314. Fax number: 00 962 6 585 7 / 583 or 639. Website: www.gtd.gov.jo Email : nadia.alahmad@gtd.gov.jo
ITC 3.1	Technical and Financial Proposals shall be submitted in English .
ITC 3.3 (a)	N. A
ITC 3.3(b)	The estimated total number of person-months for Key Professional Personnel required for the assignment by labor category is: Refer to sub section 6 “Timeline, Deliverables and Payments Schedule” of the Terms of Reference “Section 6”.
ITC 3.4(g)	Training [is not] a specific component of this assignment.
ITC 3.6	Per diem and travel expenses <u>will be included in the total price in form</u>

	<u>FIN-2</u>
ITC 3.8	Consultants must submit Financial Proposals in: [USD] No other currency or combination of currencies is allowed.
ITC 4.2	Written Power of Attorney, or equivalent, is required.
ITC 4.3	A Consultant must submit [1] original and [6] copies in addition to one soft copy (CD) of the Technical Proposal and a separate soft copy (CD) of the Financial Proposal, in the language(s) specified in PDS ITC 3.1.
ITC 4.4	The address for the submission of Proposals is: The address of the Employer Procurement Agent: Government Tenders Department Attention: The Chairman of Central Tenders Committee Director General Ministry of Public Works and Housing King Abdullah II Circle (8th Circle)/ King Abdullah II Street P.O Box: 1220 Amman 11118 Jordan Telephone number: 00 962 6 585 8 / 311, 312, 313, or 314. Fax number: 00 962 6 585 7 / 583 or 639. Website: www.gtd.gov.jo Email : nadia.alahmad@gtd.gov.jo
ITC 4.5	Proposals must be submitted no later than 12:00 noon (local time in Jordan) on Mar 15, 2016.
ITC 4.6	Technical Proposals [will] be opened publicly at 1:00 pm (local time in Jordan) on Mar 15, 2016. Consultant's representatives can attend the opening session or follow up the opening session transmitted directly via audio/video at GTD (Employer Procurement Agent) official website mentioned above.
ITC 5.2	The minimum technical score St required to pass is 80 out of 100 possible points. In addition, the minimum technical score of each of the three required criteria shall exceed 50% of the points of that criteria to pass.
ITC 5.6	N. A
ITC 5.9	The criteria for post-qualification requirements are: Refer to Section 3 "Qualification and Evaluation Criteria".
ITC 6.1	The expected date for Contract negotiations is 25 days after the opening of the Financial Proposals and will be held at the Ministry of Public Works and Housing (the same address for submission of proposals).
ITC 7.2	The date for commencement of the Services is within one month after the award of contract and the location is Zarqa Governorate, Jordan.

Section 3 Qualification and Evaluation Criteria

3.1 **Legal Status.**

The Consultant shall attach to form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status, as well as any other document showing that it intends to associate, or it has associated with, the other associates who are submitting a joint proposal. In case the Consultant is a joint venture, letters of incorporation, or other such documents, shall be attached for all associates of the joint venture.

3.2 **Financial Criteria.**

The Consultant shall provide evidence showing that its liquid assets and access to credit facilities are adequate for this Contract, as indicated in Form TECH-2.

3.3 **Litigation Criteria.**

The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2. A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the Proposal.

3.4 **Evaluation Criteria.**

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 5.2	Criteria, sub-criteria	Points
	1. Organizational Capability, Experience of the Consultant, and Past Performance	
	In accordance with the MCC Program Procurement Guidelines, the Consultant's past performance on MCC-funded contracts will be considered as a criterion in the MCA Entity's evaluation of the Consultant's Technical Proposal. The MCA Entity reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance.	
	Evidence of organizational capability and relevant experience in the execution of projects of similar size and complexity as provided in Form TECH-4. The evidence shall demonstrates the ability to manage and carry out complex assignments related to the collection, management and statistical analysis of economic data.	12
	Experience in DQR including evidence of successful experience as the prime consultant in the execution of at least two assignments of a similar nature and complexity during the last five years.	18
	Total Points for this criterion	30

	2. Approach, Methodology and Work Plan	
	<p>General Considerations: Scores will be based on how well the proposal demonstrates :</p> <ol style="list-style-type: none"> 1. Operation of the management strategy to successfully achieve the deliverables specified in the TOR in the best possible way from the point of consistency, efficiency, and timeliness; 2. Interaction and communication with MCA-Jordan, and other project stakeholders; 3. Promotion of cost effective, innovative approaches; 4. Accomplishment of the tasks within a specific work plan and staffing plan with responsibilities and coordination among different staff positions adequately defined. 	
	Technical approach and methodology, including:	
	Proposed Approach to research management strategy	10
	Proposed Approach to organize, conduct and ensure high quality of work in an innovative and cost-effective way	10
	Proposed work plan and timeline for completing tasks and submitting required deliverables	10
	Total Points for this criterion	30
	3. Key Professional Personnel Qualifications for the Assignment	
	The Proposal must provide details on the qualifications and experience of the Key Personnel in accordance with the requirements listed in the TOR (section 6).	
	Team Leader	15
	Monitoring and Evaluation Specialist	10
	Survey and Data Collection Specialist	5
	Statistician and Data Analyst	5
	Economist	5
	<p>The number of points to be assigned to each of the above positions shall be determined as per requirements of the TOR divided according to the following two sub-criteria:</p> <ol style="list-style-type: none"> 1. Education and training 20%. 2. Demonstrated successful experience and past performance in accomplishment of similar projects 80%. 	
	Total Points for this criterion	40
	Total Points for the three (3) Criteria	100
	<p style="text-align: center;">The minimum technical score St required to pass is</p> <p>In addition,</p> <p style="text-align: center;">The minimum technical score to pass of each of the three above criteria shall exceed 50% of the total points of that criterion.</p>	80
ITC 5.7	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. The weights given to the Technical and Financial Proposals are: T = 80 and F = 20	
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Section 4 A: Technical Proposal Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Financial Capacity of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5	References of the Consultant
TECH-6	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments and Suggestions
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule
TECH-10	Work and Deliverables Schedule
TECH-11	Curriculum Vitae (CV) of Proposed Key Professional Personnel

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Proposal and therefore should not appear on the Technical Proposal to be submitted.

Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To: Mr. or Ms.
Procurement Agent

Address:

Email:

Dear Sirs,

Re: [insert title of assignment]
RFP Ref: [insert reference as shown on cover page]

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in association with:

[Insert a list with full name and address of each Associated Consultant].¹

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.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines (Combating Trafficking in Persons) and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated on the part of our employees, or any sub-consultants, or sub-consultant employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.”

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

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

Yours sincerely,

¹ [Delete in case no association is foreseen.]

Authorized Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

Annexes:

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;
2. Letter(s) of Incorporation (or other documents indicating legal status); and
3. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).

Form TECH-2. Financial Capacity of the Consultant

The Consultant's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Consultant is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (3) years, supported by audit letters, 2) certified financial statements for the last three (3) years, supported by tax returns, or 3) a copy of the Consultant's Dun & Bradstreet "Business Information Report" (BIR). The Dun & Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant:

"I certify that the attached Business Information Report has been issued by Dun & Bradstreet within thirty (30) days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge"

The statement must be signed by the authorized representative of the Consultant.

If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements or Dun & Bradstreet BIRs. The reports should be submitted in the order of the associate's significance in the joint venture, greatest to least.

Additionally, the following financial data form shall be filled out for the Consultant and all named associates. The MCA Entity reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Financial Information (US\$ X,000's)	Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ X,000's)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last five (5) years as shown in the form below.²

Litigation or arbitration in the last five (5) years: No:_____ Yes:_____ (See below)

Litigation and Arbitration During Last Five (5) Years

Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent
------	-------------------	--

² This information will be required only if the value of the procurement is over 8 million USD

Form TECH-3. Organization of the Consultant

Provide a brief description of the background and organization of your firm/entity and of each associate for this assignment. Include the organization chart of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant's Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel at short notice. Further, the Consultant must nominate a Team Leader who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form TECH-11).

Maximum 5 pages.

Form TECH-4. Experience of the Consultant

Using the format below, provide information on each relevant 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 the Terms of Reference included in this RFP. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

Maximum 10 pages.

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client	Total No. 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):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed 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:	

Name of Firm: _____

Form TECH-5. References of the Consultant

Provide contact information for at least three (3) references that can provide substantial input about:

- (a) The type of work performed
- (b) Confirm the quality of the work experience listed in Form TECH-4.

The MCA Entity reserves the right to contact other sources as well as to check references and past performance.³ For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.

Maximum 3 pages.

³ Beginning in April of 2008, there will be a formal mechanism for reporting and sharing past performance information on all MCC-funded projects. This mechanism is detailed in the guidance paper entitled "[Reporting and Considering Past Performance by Contractors in The MCA Entity Program Procurements](#)" and can be found at www.mcc.gov.

Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment

In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should be divided into the following three (3) 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. The Consultant is explicitly encouraged to be brief, clear, to the point, and not to repeat the TOR but to show the suitability of its concept in regard to the TOR and its comments made on these.
- (b) Work Plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the MCA Entity), 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 working plan. The work plan should be consistent with the Work and Deliverables Schedule of Form TECH-10. In addition, means of transportation of the Consultant staff to the Program sites shall be described (no. of vehicles, type,...etc)
- (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 and the details of numbers and level of effort of each individual or group of staff as explained in TECH-9.

Maximum 30 pages, including charts and diagrams.

Form TECH-7. Comments and Suggestions

These comments shall not be used for evaluation purposes, but may be discussed during negotiations. The MCA Entity is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change. **Disclosure of any prices in this form shall be reason for rejection of the Proposal.**

Maximum 5 pages.

A: On the Terms of Reference

[Present and justify here any modifications or improvements 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).]

B: On the Counterpart Staff and Facilities

Comment here on the counterpart staff and facilities to be provided by the MCA Entity.

Form TECH-8. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Form TECH-9. Staffing Schedule

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

1. For Key Professional Personnel the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each Personnel 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-10. Work and Deliverables Schedule

	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
3													
4													
5													
5													
N	And so on												
	Deliverable												
1													
2													
3													
N	And so on												

Indicate all main activities of the assignment, including deliverables and other milestones, such as the MCA Entity approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load. The submission shall be evaluated as part of the Approach and Methodology.

13. References:

[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] [The MCA Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]

14. Certification:

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

I, the undersigned, hereby declare that I agree to participate with the [Consultant] in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
2. within the implementation period of the specific contract.

Signature of Key Professional Personnel

If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.

“In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP.”

Signature of Authorized Representative of
the Consultant

Day / month/ year

Section 4 B. Financial Proposal Forms

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 3.6 of Section 1: Instructions to Consultants.]

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Proposal and therefore should not appear on the Financial Proposals to be submitted.

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: Mr. or Mrs.
Procurement Director [insert full legal name of the MCA Entity]
Address:
Email:

Dear Sirs:

Re: [insert title of assignment]
RFP Ref: [insert reference as shown on cover page]

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the lump sum of [Insert amount(s)⁴ in words and figures].

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, as indicated in Paragraph ITC 1.13 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:⁵

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

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

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

⁴ Amount must coincide with the ones indicated under total price of Form FIN-2.

⁵ If applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution”.

Form FIN-2. Price Summary

Re: [insert title of assignment]
RFP Ref: [insert reference as shown on cover page]

	Price ¹	
	US\$	[Local Currency]
Total Price		
Total Price of Financial Proposal		

1. Indicate the total price to be paid by the MCA Entity in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section 5: Contract Forms.)
2. If the RFP contains options, the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits).
4. See PDS 3.6 regarding travel-related expenses.

Form FIN-3. Breakdown of Price by Activity

Re: [insert title of assignment]
RFP Ref: [insert reference as shown on cover page]

[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the MCA Entity and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase.]

Group of Activities by Phase ²		Description ³	
Phase	Activity/Task	Price ⁴	
		US\$	Local currency
Total			

1. Form FIN-3 shall be completed 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.
2. Names of activities/tasks and phases should be the same as, or correspond to the ones indicated in the second column of Form TECH-10.
3. A short description of the activities whose price breakdown is provided in this Form.
4. Provide **fully loaded prices** (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses.

Form FIN-4. Breakdown of Remuneration

Re: [insert title of assignment]

RFP Ref: [insert reference as shown on cover page]

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by the MCA Entity.]

Name ²	Position ³	Person-Month Fully Loaded Rate ⁴		
Foreign Staff			US\$	[Local Currency]
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
Local Staff				
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

1. Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH- 8 and 9.
2. Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
4. Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses.

Section 5 Contract Forms

Contract No: (8/2016)

Contract for Consultant's Services

Lump-Sum

For the provision of

Consulting Services to Provide Data Quality Review (DQR)

between

Millennium Challenge Account - Jordan

and

[insert Consultant Name]

Dated:

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I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the MCA Entity] (the “MCA Entity”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

[Note: If the Consultant consists of more than one entity, the following should be used]

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the MCA Entity] (the “MCA Entity”), on the one part, and [full legal name of lead Consultant] (the “Consultant”) in [joint venture / consortium / association] with [list names of each joint venture entity], on the other part, each of which will be jointly and severally liable to the MCA Entity for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

RECITALS

WHEREAS,

- (a) The Millennium Challenge Corporation (“MCC”) and the Government of [Country] (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in [Country] on [insert date] (the “Compact”) in the amount of approximately [insert amount] (“MCC Funding”). The Government, acting through the MCA Entity, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) The MCA Entity has requested the Consultant to provide certain consulting services as described in Appendix A to this Contract; and
- (c) The Consultant, having represented to the MCA Entity that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. In consideration of the payments to be made by the MCA Entity to the Consultant as set forth in this Contract, the Consultant hereby covenants with the MCA Entity to perform the Services in conformity in all respects with the provisions of this Contract.
2. Subject to the terms of this Contract, the MCA Entity hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as

defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of [Country] as of the day, month and year first indicated above.

For [full legal name of the MCA Entity]: For [full legal name of the Consultant]:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant
[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in **Jordan**, as they may be issued and in force from time to time.
- (b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract.
- (c) “collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of the MCA Entity, designed to establish prices at artificial, noncompetitive levels or to otherwise deprive the MCA Entity of the benefits of free and open competition.
- (d) “Compact” has the meaning given the term in the recital clauses to this Contract.
- (e) “Consultant” has the meaning given the term in the initial paragraph to this Contract.
- (f) “Contract” means this agreement entered into between the MCA Entity and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Appendices (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
- (g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6.
- (h) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including the MCA Entity and MCC staff and employees of other organizations taking or reviewing selection decisions) in the selection process or in contract execution or the making of any payment to any third party, in connection with or in furtherance of a contract, in violation of (A)

the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (B) any applicable law in **Jordan**.

- (i) “Effective Date” has the meaning given the term in GCC Clause 2.2.
- (j) "Force Majeure" has the meaning given the term in GCC Clause 2.5.
- (k) ”fraudulent practice” means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” has the meaning given the term in the recital clauses to this Contract.
- (n) "Key Professional Personnel" means the Personnel listed in Appendix C to this Contract.
- (o) “Local Currency” means **Jordanian Dinar (JD)**.
- (p) “MCA Entity” has the meaning given the term in the initial paragraph to this Contract.
- (q) “MCC” has the meaning given the term in the recital clauses to this Contract.
- (r) “Member” means any of the entities that make up a joint venture or other association; and “Members” means all these entities.
- (s) “obstructive practice” means
 - (i) destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
 - (ii) acts intended to impede the exercise of the inspection and audit rights of MCC provided under the Compact and related agreements.
- (t) “Party” means the MCA Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (u) “Personnel” means persons hired by the Consultant or by

any Sub-Consultants and assigned to perform the Services or any part thereof.

- (v) “prohibited practice” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions) of Appendix G to this Contract.
- (w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (x) “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Appendix A to this Contract.
- (y) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (z) “Substantial Modifications” means modifications which:
 - (i) increase the value of the Contract; or
 - (ii) change the scope of Services or duration of the Contract by more than ten percent (10%).
- (aa) “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.
- (bb) “US Dollars” means the currency of the United States of America.

1.2 Relationship Between the Parties

Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the MCA Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract.

1.3 Law Governing Contract

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

1.4 Language

This Contract has been executed in language(s) specified in the SCC. If the Contract is executed in both the English and **Arabic** languages, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Interpretation

Unless otherwise indicated, throughout this Contract:

- (a) “confirmation” means confirmation in writing;
- (b) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of

- receipt;
 - (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (d) the feminine means the masculine and vice versa; and
 - (e) the headings are for reference only and shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices
- 1.6.1 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 SCC, or sent by confirmed facsimile or electronic email, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law.
 - 1.6.2 A Party may change its address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in the SCC.
- 1.7 Location
- 1.7.1 The Services shall be performed at such locations as are specified in Appendix A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in **Jordan** or elsewhere, as the MCA Entity may approve.
- 1.8 Authority of Member in Charge
- 1.8.1 In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations toward the MCA Entity under this Contract, including without limitation the receiving of instructions and payments from the MCA Entity.
- 1.9 Authorized Representatives
- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the MCA Entity or the Consultant may be taken or executed by the officials specified in the SCC.
- 1.10 Taxes and Duties
- (a) Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at www.mca-jordan.gov.jo, the Consultant, the Sub-Consultants, and their respective Personnel may be subject to certain Taxes on amounts payable by the MCA

Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant, each Sub-Consultant and their respective Personnel shall pay all Taxes levied under Applicable Law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, any Sub-Consultant or their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes.

- (b) The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of **Jordan** in importing property into **Jordan**.
- (c) If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw but dispose of any property in **Jordan** upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into **Jordan**.
- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 1.10.
- (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements. If the MCA Entity fails to comply

with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with GCC Clause 2.7.2(d).

1.11 Fraud and
Corruption
Requirements

1.11.1 MCC requires that the MCA Entity and any other beneficiaries of MCC funding, including any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

Measures to
be Taken

1.11.2 MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of the MCA Entity, the Consultant or any other beneficiary of the MCC Funding were engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices during the selection process or the execution of this Contract, without the MCA Entity, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

1.11.3 MCC and the MCA Entity may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices in competing for, or in executing, this Contract or another MCC-funded contract.

1.11.4 The MCA Entity may terminate (and MCC may cause the MCA Entity to terminate) this Contract in accordance with the terms of GCC Clause 2.7.1(d) if it determines that the Consultant has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in the performance of, this Contract or another MCC-funded contract.

1.12 Commissions
and Fees

The Consultant shall 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 and performance of this 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.

1.13 Entire Agreement

This Contract contains all of the covenants, stipulations and

provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.

2. Commencement, Completion, Modification and Termination of Contract

- | | | | | | | |
|-------|--|--|-------|--|-------|--|
| 2.1 | Contract Entry into Force | This Contract shall come into full force, and be legally binding on the Parties in all respects, on the date this Contract is signed by the Parties or such other date as may be stated in the SCC. | | | | |
| 2.2 | Effective Date and Commencement of Services | The Consultant shall commence the Services on the date specified in the SCC, which shall be defined as the “Effective Date.” | | | | |
| 2.3 | Expiration of Contract | Unless terminated earlier pursuant to GCC Sub-Clause 2.7, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. | | | | |
| 2.4 | Modifications or Variations | <table border="0" style="width: 100%;"><tr><td style="vertical-align: top; padding-right: 20px;">2.4.1</td><td style="vertical-align: top;">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. Pursuant to GCC Sub-Clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</td></tr><tr><td style="vertical-align: top; padding-right: 20px;">2.4.2</td><td style="vertical-align: top;">In cases of Substantial Modifications, the prior written consent of MCC is required.</td></tr></table> | 2.4.1 | 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. Pursuant to GCC Sub-Clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. | 2.4.2 | In cases of Substantial Modifications, the prior written consent of MCC is required. |
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| 2.5 | Force Majeure Definition | <table border="0" style="width: 100%;"><tr><td style="vertical-align: top; padding-right: 20px;">2.5.1</td><td style="vertical-align: top;">For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.</td></tr></table> | 2.5.1 | For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances. | | |
| 2.5.1 | For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances. | | | | | |

- No Breach of Contract 2.5.2 The failure of a Party to fulfil any of its obligations under this 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 practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.
- Measures to be Taken 2.5.3 Subject to GCC Sub-Clause 2.5.6, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.
- 2.5.4 A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 2.5.5 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.
- 2.5.6 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA Entity, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by the MCA Entity to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Consultant reasonably and necessarily incurred as part of such reactivation; or
 - (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 2.5.7 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 8.

2.6 Suspension

The MCA Entity may, by giving thirty (30) days' written notice to the Consultant, suspend all payments to the Consultant under this Contract if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.7 Termination

By the MCA Entity

2.7.1 Without prejudice to any other remedies that may be available to it for breach of this Contract, the MCA Entity may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (i) of this GCC Sub-Clause 2.7.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Clause 2.7.1, the MCA Entity may suspend this Contract.

- (a) If the Consultant, in the judgment of the MCA Entity or MCC, fails to perform its obligations relating to the use of funds set out in Appendix G. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused within a maximum of thirty (30) days after termination.
- (b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Clause 2.7.1(a) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the MCA Entity. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the MCA Entity) or on such later date as may be specified by the MCA Entity.
- (c) If the Consultant (or any Member or Sub-Contractor) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the MCA Entity in such notice of

termination.

- (d) If the Consultant (or any Member or Sub-Contractor), in the judgment of the MCA Entity has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If, as the result of an event 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. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
- (f) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination or on such later date as may be specified by the MCA Entity.
- (h) If the Compact expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.
- (i) If suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this

GCC Clause 2.7.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

By the Consultant

2.7.2 The Consultant may terminate this Contract, upon written notice to the MCA Entity in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Clause 2.7.2.

- (a) If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entity to the Consultant within such thirty (30) days.
- (b) If, as the result of an event 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. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance with GCC Clauses 2.7.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the

Consultant has complied with its obligation to mitigate in accordance with GCC Clauses 2.7.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

Payment upon Termination

2.7.3 Upon termination of this Contract pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the MCA Entity shall make, or cause to be made, the following payments to the Consultant:

- (a) payment pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of GCC Sub-Clause 2.7.1, reimbursement of any reasonable cost (as determined by the MCA Entity or MCC) incidental to the prompt and orderly termination of this Contract; provided, that in the case of suspension of this Contract pursuant to GCC Sub-Clauses 2.7.1 (h) or (i), the Consultant has complied with its obligation to mitigate in accordance with such clauses.

Disputes about Events of Termination

2.7.4 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-Clause 2.7.1 or paragraphs (a) through (d) of GCC Sub-Clause 2.7.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 8, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.8 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to GCC Sub-Clause 2.7, or upon expiration of this Contract pursuant to GCC Sub-Clause 2.3, all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC Sub-Clause 3.3, (c) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Sub-Clauses 3.7 and 3.8 and Appendix G and (d) any right or obligation which a Party may have under the Applicable Law.

- 2.9 Cessation of Services
- Upon termination of this Contract by notice of either Party to the other pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the MCA Entity, the Consultant shall proceed as provided, respectively, by GCC Sub-Clauses 3.4 or 3.12.

3. Obligations of the Consultant

3.1 General

Standard of Performance

3.1.1 The Consultant shall perform the Services and carry out its obligations under this Contract 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 adviser to the MCA Entity, and shall at all times support and safeguard the MCA Entity's legitimate interests in any dealings with Sub-Consultants or third parties.

Law Governing Services

3.1.2 The Consultant shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 The Consultant shall hold the MCA Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

3.2.2 The payment of the Consultant pursuant to GCC Clause 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC Sub-Clause 3.2.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not

receive any such additional payment.

- 3.2.3 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the MCA Entity on the procurement of goods, works or services, the Consultant shall comply with the “MCC Program Procurement Guidelines” from time to time in effect as posted on the MCC website at www.mcc.gov and shall at all times exercise such responsibility in the best interest of the MCA Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the MCA Entity.
- 3.2.4 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 (other than consulting services) resulting from or directly related to the Services.
- 3.2.5 The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 Confidential Information; Rights of Use
- 3.3.1 Except with the prior written consent of the MCA Entity, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.3.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the MCA Entity in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and

Consultant and
Affiliates
Not to Engage
in Certain Activities

Prohibition of
Conflicting
Activities

Confidential
Information

Rights of Use

shall extend only so far as may be necessary for purposes of such performance.

3.3.3 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.

3.3.4 Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of the MCA Entity and shall be returned (including, except as provided in GCC Sub-Clause 3.4, all the copies) to the MCA Entity on completion of the Consultant's performance under this Contract.

3.4 Documents Prepared by the Consultant to be the Property of the MCA Entity

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the MCA Entity, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof in accordance with this GCC Sub-Clause 3.4 and Sub-Clause 3.3.4. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the MCA Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the MCA Entity's prior written approval to such agreements, and the MCA Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.5 Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be provided by the Applicable Law.

3.6 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 its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the MCA Entity, insurance against the risks, and for the coverage specified in the SCC and in Appendix G, and (b) at the MCA Entity's request, shall provide evidence to the MCA Entity showing that such insurance has

been taken out and maintained and that the current premiums have been paid.

- 3.7 Accounting, Inspection and Auditing
- The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Appendix G and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the base thereof, together with a detailed inventory thereof.
- 3.8 Reporting Obligations
- The Consultant shall maintain such books and records and submit to the MCA Entity the reports, documents and other information specified in Appendices B and G, in the form, in the numbers and within the time periods set forth in such Appendices. The Consultant shall submit to the MCA Entity such other reports, documents and information as may be requested by the MCA Entity from time to time. Final reports shall be delivered in an electronic form specified by the MCA Entity in addition to the hard copies specified in Appendices B and G. The Consultant consents to the MCA Entity's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government.
- 3.9 Consultant's Actions Requiring the MCA Entity's Prior Approval
- In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-Clause 2.4, the Consultant shall obtain the MCA Entity's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in Appendix C;
 - (b) entering into a subcontract with a Sub-Consultant for the performance of any part of the Services; and
 - (c) any other action that may be specified in the SCC.
- 3.10 Obligations with Respect to Subcontracts
- Notwithstanding the MCA Entity's approval for the Consultant to enter into a subcontract pursuant to GCC Clause 3.9, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the MCA Entity to be incompetent or incapable in discharging assigned duties, the MCA Entity may require that the Consultant provide a replacement, with qualifications and experience acceptable to the MCA Entity, or to resume the performance of the Services itself.
- 3.11 Use of Funds
- The Consultant shall ensure that its activities do not violate

provisions relating to use of funds and environmental guidelines, as set out in Appendix G.

- 3.12 Equipment, Vehicles and Materials Furnished by the MCA Entity Equipment, vehicles and materials made available to the Consultant by the MCA Entity, or purchased by the Consultant wholly or partly with funds provided by the MCA Entity, shall be the property of the MCA Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the MCA Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the MCA Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the MCA Entity in writing, shall insure them in an amount equal to their full replacement value plus fifteen percent (15%).
- 3.13 Equipment and Materials Provided by the Consultant Equipment, vehicles or materials brought into **Jordan** by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the MCA Entity, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable.

4. Consultant's Personnel and Sub-Consultants

- 4.1 General The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 4.2 Description and Approval of Personnel; Adjustments; Approval of Additional Work
- 4.2.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Appendix C. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the MCA Entity.
 - 4.2.2 GCC Sub-Clause 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the MCA Entity for review and approval a copy of their Curricula Vitae (CVs).
 - 4.2.3 Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of the MCA Entity only if (a) such adjustments shall

not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so indicated in the SCC, the Consultant shall provide written notice to the MCA Entity of any such adjustments. Any other adjustments shall only be made with the MCA Entity's prior written approval.

- 4.2.4 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be increased by agreement in writing between the MCA Entity and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Clauses 2.4 and 6.4.
- 4.3 Working Hours, Overtime, Leave, etc.
 - 4.3.1 Working hours and holidays for Key Professional Personnel are set forth in Appendix C. To account for travel time, foreign Personnel carrying out Services inside **Jordan** shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from **Jordan** as is specified in Appendix C.
 - 4.3.2 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C, and except as specified in Appendix C, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 4.4 Removal and/or Replacement of Personnel
 - 4.4.1 Except as the MCA Entity may otherwise agree, no changes shall be made in the Key Professional 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 Professional Personnel, the Consultant shall, subject to GCC Sub-Clause 3.9(a), provide as a replacement a person of equivalent or better qualifications.

4.4.2 If the MCA Entity (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the MCA Entity's written request specifying the grounds therefore and subject to GCC Sub-Clause 3.9(a), provide as a replacement a person with qualifications and experience acceptable to the MCA Entity.

4.4.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.5 Resident Project Manager If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in **Jordan** a resident project manager, acceptable to the MCA Entity, shall take charge of the performance of such Services.

5. Obligations of the MCA Entity

5.1 Assistance and Exemptions Unless otherwise specified in the SCC, the MCA Entity shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (e) Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into **Jordan** reasonable amounts of foreign currency for the purposes of the Services or for the

personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

- 5.2 Access to Land The MCA Entity warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in **Jordan** in respect of which access is required for the performance of the Services. The MCA Entity will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or Sub-Consultants or their Personnel.
- 5.3 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, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-Clause 1.10. (e) shall be applicable in such a situation.
- 5.4 Services, Facilities and Property of the MCA Entity
- 5.4.1 The MCA Entity shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in Appendix F.
- 5.4.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.
- 5.5 Payment In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make to the Consultant payments in the manner provided in GCC Clause 6.
- 5.6 Counterpart Personnel
- 5.6.1 The MCA Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the MCA Entity with the Consultant's advice, if specified in Appendix F.

5.6.2 If counterpart personnel are not provided by the MCA Entity to the Consultant as and when specified in Appendix F, the MCA Entity and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the MCA Entity to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.

5.6.3 Professional and support counterpart personnel, excluding the MCA Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the MCA Entity shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

- 6.1 Contract Price Except as provided in GCC Sub-Clause 6.5, the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-price, lump-sum covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC Sub-Clauses 4.2.4, 5.4.2 and 5.6.2) if the Parties have agreed to additional payments in accordance with GCC Sub-Clauses 2.4 and 6.4.
- 6.2 Currency of Payment Payments shall be made in US Dollars, or JD or if justified for sound business reasons and approved by the MCA Entity, a combination of the two currencies.
- 6.3 Terms, Conditions and Mode of Billing and Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 6.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the MCA Entity specifying the amount. In all cases, invoices shall be delivered to the MCA Entity no later than 30 days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the MCA Entity. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the MCA Entity of a valid and

proper invoice or the date of the MCA Entity's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by the MCA Entity.

- 6.4 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be granted under GCC Sub-Clause 2.4, a breakdown of the Contract Price (lump sum) is provided in Appendices D and E.
- 6.5 Interest on Delayed Payments If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-Clause 6.3, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

7. Fairness and 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.
- 7.2 Operation of the Contract The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

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 this 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 the 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 SCC.

9. Compact Conditionalities

9.1 Required Provisions

For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Appendix G reflect certain obligations of the Government and the MCA Entity under the terms of the Compact and related documents that are also required to be transferred onto any consultant, sub-consultant or associate who partakes in procurements or contracts in which MCC funding is involved and that, as with other clauses of this Contract, the provisions of Appendix G are binding obligations under this Contract.

9.2 Flow Through Provisions

In any sub-contract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Appendix G in any agreement related to such sub-contract or sub-award.

III. Special Conditions of Contract	
	Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract
GCC 1.4	This Contract shall be executed in the English language.
GCC 1.6.1	<p>The addresses for serving notices under this Contract are:</p> <p><u>For the MCA Entity:</u></p> <p>MCA-Jordan Attention: Chief Executive Officer 86, Uqba Ben nafe'h street, Jabal Amman Amman, Jordan Telephone: 00 962 6 5936339 Facsimile: 00 962 6 5936332 Email: kzoubi@mca-jordan.gov.jo</p> <p>Att.: The Procurement Agent Government Tenders Directorate Ministry of Public Works and Housing King Abdullah II Circle (8th Circle)/ King Abdullah II Street P.O Box: 1220 Amman 11118 Jordan Telephone: 00 962 6 585 8 / 311, 312, 313, or 314. Fax number: 00 962 6 585 7 / 583 or 639. Email: nadia.alahmad@gtd.gov.jo</p> <p><u>For the Consultant:</u></p> <p>Telephone:</p> <p>Facsimile:</p> <p>Email:</p>
GCC 1.8	<p>The Member in charge is [insert name of member].</p> <p><i>[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 1.9 should be inserted here. if the Consultant consists only of one entity, this SCC 1.8 should be deleted from the SCC].</i></p>
GCC 1.9	<p>The Authorized Representatives are:</p> <p><u>For the MCA Entity:</u></p> <p>Eng. Kamal Zoubi: MCA-Jordan Chief Executive Officer 86, Uqba Ben nafe'h street, Jabal Amman Amman, Jordan Telephone: +962 6 5936339 Facsimile: +962 6 5936332</p>

	<p>Email: kzoubi@mca-jordan.gov.jo</p> <p><u>For the Consultant:</u></p> <p>Telephone: +----- Facsimile: +----- Email: -----</p>
GCC 2.1	This Contract shall enter into force on the date of signing of the Contract by both parties.
GCC 2.2	The Effective Date shall be [insert date] .
GCC 2.3	The Contract shall expire on [insert date] .
GCC 3.6	<p>The risks and the minimum coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) third party motor vehicle liability insurance in respect of motor vehicles operated in Jordan by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of 15,000 USD per vehicle; (b) third party liability insurance, with a minimum coverage of 50,000 USD; (c) professional liability insurance, with a minimum coverage of 100,000 USD; (d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
GCC 4.2.3	Written notification to the MCA Entity of adjustments is required.
GCC 4.5	A resident Program manager (i.e. Team Leader) shall be required for the duration of this Contract.
GCC 6.1	<p>The amount of the lump sum fixed price contract is US Dollars (the “Contract Price”).</p> <p>The accounts are: For US Dollars: -----</p> <p>Payments for the deliverables shall be made according to the schedule of Payments included in the Contract.</p> <p>As per TOR</p>

GCC 6.5	The interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website www.federalreserve.gov/fomc/funds/rate.htm
GCC 8.2	<p>All disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the International Chamber of Commerce for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the International Chamber of Commerce shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the MCA Entity and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce. (c) If, in a dispute subject to SCC Sub-Clause 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the the International Chamber of Commerce to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure</u>. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2

	<p>1 shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country or of the home country of any of their Members or Parties or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant or of any of their Members or Parties; or (b) the country in which the Consultant’s or any of their Members’ or Parties’ principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s or of any Members’ or Parties’ shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Costs</u>. Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.</p>
	<p>6. <u>Miscellaneous</u>. In any arbitration proceeding under this Contract:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in Jordan; (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
	<p>7. <u>MCC Right to Observe</u>. MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.</p>

IV. Appendices

Appendix A – Description of Services

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the MCA Entity, etc.

Appendix B - Reporting Requirements

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

Appendix C - Key Professional Personnel and Sub-Consultants

Note: List under:

- C-1 Titles, names, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in **Jordan**, and estimated staff-months for each.
- C-2 Titles, names, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work outside **Jordan**, and estimated staff-months for each.
- C-3 List of approved Sub-Consultants, titles, names, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in and outside **Jordan**, and estimated staff-months for each.
- C-4 Titles, names, detailed job descriptions and minimum qualifications of local Key Professional Personnel to be assigned to work in Jordan, and estimated staff-months for each.
- C-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Sub-Clause 4.3 (if applicable).

Holidays are only applicable as shown in C-6 below:

C-6 Working Days and Holidays on the Projects:

The Consultant shall follow the Labour Law in Jordan and Construction Contracts working hours. (8 hours per day for six (6) days a week, noting that Friday is the holiday).

- (i) Working hours are eight (8) hours per day for the following the six (6) working days of the week: Saturday, Sunday, Monday, Tuesday, Wednesday and Thursday.
- (ii) Holidays :
 - (a) Friday is the weekly holiday.
 - (b) Local Public holidays designated as days of rest are:
 - (b)-1 Fixed dates: New Year's Day (Jan. 1st), Labour Day (May 1st), Independence Day (May 25th), and Christmas Day (Dec. 25th).
 - (b)-2 Variable dates (according to Hijri calendar): Eid Al-Fetter (4 calendar days), Eid Al-Adha (5 Calendar Days), Hijri New Year, and the Prophet's Birthday (Al Mawled An-Nabawi)."

Appendix D - Breakdown of Contract Price in US Dollars

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - US Dollars portion (from Form FIN-4).

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

Appendix E - Breakdown of Contract Price in Local Currency

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - Local Currency portion from Form FIN-4

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

Appendix E is not Applicable.

Appendix F - Services and Facilities to be Provided by the MCA Entity

Note: List here the services, facilities and counterpart personnel to be made available to the Consultant by the MCA Entity.

Appendix G – Additional Provisions

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the GCC or in the Compact or related agreements.

The MCA Entity is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

- (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
- (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
- (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
- (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA Entity, MCC or any other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might otherwise have to the Government, the MCA Entity, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

B. Limitations on the Use or Treatment of MCC Funding

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or United States Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/funding_limitations.pdf].⁶

C. Procurement

The Consultant shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at www.mcc.gov. The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf].⁷

D. Reports and Information; Access; Audits; Reviews

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and [**Program Implementation Agreement**]⁸ that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf].⁹

2. Access; Audits and Reviews. Upon MCC's request, the Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions of the Compact and [**Program Implementation Agreement**]¹⁰ that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the

⁶ Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

⁷ Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

⁸ Language citing the specific sections of the relevant compact and other agreements related to the particular country in connection with which this form of contract is used in a procurement should be inserted here.

⁹ Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

¹⁰ Language citing the specific sections of the relevant compact and other agreements related to the particular country in connection with which this form of contract is used in a procurement should be inserted here.

Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf].¹¹

3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in connection with this Contract. A summary of the applicable requirements may be found on the MCC website at [www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf].¹²

E. Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions

1. The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.

2. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on www.epls.gov or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

3. The Consultant shall ensure that its activities under this Contract comply with all

¹¹ Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

¹² Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. § 1956, 18 U.S.C. § 1957, 18 U.S.C. § 2339A, 18 U.S.C. § 2339B, 18 U.S.C. § 2339C, 18 U.S.C. § 981, 18 U.S.C. § 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the Bank, as may be applicable. The Consultant shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled “Excluded Parties Verification Procedures in MCA Entity Program Procurements” that can be found on MCC’s website at www.mcc.gov. The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

4. Other restrictions on the Consultant shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or the MCA Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

F. Publicity, Information and Marking

1. The Consultant shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States, acting through MCC, all in accordance with the MCC Standards for Corporate Marking and Branding, available on the MCC website at [\[http://www.mcc.gov/documents/mcc-marking-corporate-v2.pdf\]](http://www.mcc.gov/documents/mcc-marking-corporate-v2.pdf),¹³ provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to MCC’s prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.

2. Upon the termination or expiration of the Compact, the Consultant shall, upon MCC’s request, cause the removal of any such markings and any references to MCC in any publicity

¹³ Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

materials.

G. Insurance

The Consultant shall obtain insurance or other protections appropriate to cover against risks or liabilities associated with performance of this Contract. The Consultant shall be named as payee on any such insurance. The MCA Entity and, at MCC's request MCC, shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC's election, such proceeds shall be deposited in an account as designated by the MCA Entity and acceptable to MCC or as otherwise directed by MCC.

H. Conflict of Interest

The Consultant shall ensure that no officer, director, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Consultant participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Contract. Without limiting the foregoing, the Consultant shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the MCA Entity as provided by the MCA Entity to the Consultant.

I. Inconsistencies

In the event of any conflict between this Contract and the Compact and/or the

[Disbursement Agreement or the Procurement Agreement/Program Implementation Agreement], the term(s) of the Compact and/or the **[Disbursement Agreement or the Procurement Agreement/Program Implementation Agreement]**¹⁴ shall prevail.

J. Other Provisions

The Consultant shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with this Contract.

K. Flow-Through Provisions

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

¹⁴ The appropriate agreement in connection with the particular country for which this form is being used is to be referenced here.

Section 6 Terms of Reference



Consulting Services to Provide Data Quality Review (DQR)

January 2016

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Acronyms and Abbreviations

BOT	Build-Operate-Transfer
D/B	Design/Build
D/B/B	Design/Bid/Build
DoS	Department of Statistics
EIF	Entrance-into-Force
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
FIDIC	Federation Internationale des Ingenieurs-Conseils
GoJ	Government of Jordan
GTD	Government Tenders Department
HSE	Health, Safety and Environment
ISO	International Organization for Standardization
MCA	Millennium Challenge Account
MCA-Jordan	Millennium Challenge Account - Jordan
MCC	Millennium Challenge Corporation
MPR	Monthly Progress Report
NRW	Non-Revenue Water
PMC	Program Management Consultant
PMP	Program Management Plan
QMS	Quality Management Strategy
RAP	Resettlement Action Plan
SBD	Standard Bidding Documents
TOR	Terms of Reference
WAJ	Water Authority of Jordan
WWTP	Wastewater Treatment Plant

1. INTRODUCTION

1.1. Summary of Services required

The Hashemite Kingdom of Jordan has received a grant from the Government of the United States of America through the Millennium Challenge Corporation (MCC) to facilitate poverty reduction through economic growth. The grant of approximately \$275 million is to be managed by a limited liability company established under the laws of the Hashemite Kingdom of Jordan, the Accountable Entity here to forth be referred to as the Millennium Challenge Account-Jordan (MCA-J).

One of the pillars of MCC is to focus on results, hence, monitoring and evaluation is critical for better ensuring the effectiveness, accountability, and transparency of MCA-J development assistance. M&E data is an important source of information on progress towards the achievement of Compact results and supports decision making by program managers. Ensuring that the underlying data are of good quality is essential to maintain a high level of confidence in the decisions that are made using the data.

Consequently, each implementing unit within MCA-J is responsible for collecting and reporting data on the indicators set out in the Monitoring and Evaluation Plan in coordination with M&E unit, and the survey data used for evaluating the impact of the program is reported as well.

The first round of Data Quality Review (DQR) was launched in December 2013 (Year 2 of the Compact), and the final report was published on May 2014. In particular, Data Quality Review (DQR) is a mechanism to review and analyze the utility, objectivity, and integrity of performance information, it covers:

- a) Quality of data,*
- b) Data collection instruments,*
- c) Survey sampling methodology,*
- d) Data collection procedures,*
- e) Data entry, storage and retrieval processes,*
- f) Data manipulation and analyses and*
- g) Data dissemination*

In the first round of DQR, the on-going data collection processes, reporting systems and documentation procedures were reviewed and assessed. As per the findings, the DQR outcome included a set of recommendations for improving data gathering approaches and methodologies, and ultimately, enhancing the quality of delivered data. In that DQR, the focus was on the **institutional data** that are produced by the key stakeholders and implementing entities, namely; Water Authority of Jordan in Amman and Zarqa, Jordan Valley Authority (JVA), Program Management Unit (PMU) at the Ministry of Water and Irrigation, Program Management Consultants (PMC), and contractors in addition to the finance accountability at MCA-J. The Department of Statistics (DOS) started the various surveying activities early 2014, and therefore, there was not any produced data from surveys or procedures in place to be assessed in the DQR.

In this context, this document includes the Terms of Reference for a second DQR to be conducted in Year 5 of the Compact. In specific, the TOR outlines the requirements to deliver the DQR consulting services, through assisting and supporting MCA-Jordan to review the quality of the several datasets and their collection methods that were developed to report Compact results.

The Consultant will perform an independent review of the indicators and data collected from the key

stakeholders -as mentioned before (**institutional data**), in addition to the data that are being produced by the surveys (**surveys data**) as part of the MCA-Jordan M&E Plan. The review will include both ex-ante reviews in which the methodology of data collection will be assessed, and ex-post reviews to assess the implementation of these methodologies, as well as assess data sources of Implementing Entities to support management and oversight the implementation of the program.

1.2. Program Overview

The MCC is a United States federal corporation created under Title VI of the Foreign Operations, Export Financing, and Related Programs Appropriations Act of 2004. The Hashemite Kingdom of Jordan, an eligible country to receive assistance from the Millennium Challenge Account (MCA), submitted a proposal to the MCC requesting MCA funds for the dual purpose of reducing poverty and increasing economic growth through specific infrastructure investments in the water and wastewater sector.

Water scarcity is the single most important natural constraint to Jordan's economic growth and development. Rapid increases in population and industrial development have placed unprecedented demands on water resources. Current water demand is not being met satisfactorily throughout the country, and the costs of developing new water resources are rising rapidly.

Zarqa Governorate, the third largest governorate in Jordan, is supplied almost entirely by groundwater. During the last two decades, over-pumping in the Governorate has resulted in significant declines in aquifer levels and corresponding increases in salinity. Once extracted from the ground, the water is stored and eventually conveyed to the urban areas. The urban water distribution systems are fed directly off the transmission lines and contain very few storage tanks or booster pumps. As a result, system pressures vary from very high in the valleys to very low on the hilltops. The high pressures are a significant factor leading to the large amount of leakage at lower levels of the system, referred to as Non-Revenue Water (NRW) due to physical losses. Where low pressures occur, users often experience supply deficits.

Related to the potable water supply and distribution system is the wastewater management system. Rehabilitation and expansion of the wastewater network to increase capacity of the sewers that lead into and out of the pump stations in Zarqa Governorate will increase capacity and ensure safe and reliable operations. The ultimate success of wastewater system expansion and rehabilitation is closely related to the ability to provide adequate treatment of the collected wastewater. Currently, all wastewater from Zarqa Governorate is conveyed and treated by the As-Samra Wastewater Treatment Plant (WWTP). The As-Samra WWTP has been designed to handle the flows and loads from both Amman and Zarqa until 2015; however, this plant is about to reach its technical capacity to treat pollution loads adequately. Consequently, additional capacity for the plant is required to allow adequate treatment of wastewater and meet the increased flows generated by the area population through 2025.

In December 2012 the Government of Jordan (GoJ) entered into a Compact Agreement (Compact) with the MCC to fund projects related to rehabilitation of, improvements to, and expansion of water and wastewater infrastructure within the Zarqa Governorate. The following projects have been included in the \$275 million Compact:

- Zarqa Governorate Water Network Restructuring and Rehabilitation Project (Water Network Project)
- Zarqa Governorate Wastewater Network Reinforcement and Expansion Project (Wastewater Network Project)
- As-Samra Wastewater Treatment Plant Expansion Project (As-Samra Expansion Project)

A brief description of each of these projects is presented below, including the Monitoring and Evaluation component.

1.2.1. Water Network Project

The Water Network Project aims at reducing Non-Revenue Water (NRW) and improving water service delivery in the two major cities of Zarqa Governorate, i.e. Zarqa and Russaifa, through restructuring and rehabilitation of their water systems. The infrastructure component project includes:

- Assessment and improvements to aspects of the strategic infrastructure.
- Initial improvements to the primary distribution system associated with the conversion of transmission and distribution network from a high-pressure pumped to a low-pressure gravity-fed supply.
- Reduction of water losses by upgrading the secondary and tertiary distribution systems and household connections.

The Water Authority of Jordan (WAJ) estimates a very high level of Non-Revenue Water (NRW) in Zarqa and Russaifa. Causes for the elevated NRW might include chronic under-investment in transmission and distribution infrastructure, the use of high-pressure distribution to supply households on an intermittent basis, and poor maintenance. Additionally, the current Zarqa Water Administration estimates that the average life span of pipes (design standard is 40 to 50 years) is reduced to 20 to 25 years due to high-pressure delivery.

The proposed activities attempt to address these issues in these two water service areas by initiating construction of the reservoirs and transmission lines needed to support a low-pressure, gravity-fed supply system, the delineation of district metered areas, and the replacement of significant portions of the secondary and tertiary and household connections, where an estimated 80 percent of leaks occur. These investments fit into a medium-term strategy to improve performance within the Zarqa Water Administration to a level sufficient to eventually create an independent water authority, a public utility to be operated on commercial principles.

In addition to the infrastructure project described above, MCA-Jordan will be implementing an intervention at the household level, called the Water Smart Homes Activity, aimed at enhancing the benefits those households, particularly poor households, in Zarqa and Russaifa gain from the increased availability of water in the water supply network. The Water Smart Homes Activity is comprised of a public outreach campaign that will disseminate information on techniques for cleaning water storage tanks and properly maintaining water systems inside the home, along with the benefits of regular maintenance, and a direct assistance program that will fund critical improvements in the water and sanitation systems inside poor homes.

Expected short term outcomes are as follows:

- Reduce water losses
- Improve services
- Improve satisfaction of network water delivery services
- Improve condition of household water systems

With medium/longer term outcomes as follows:

- Increase network water consumption
- Decrease costs to households in meeting subsistence water needs
- Improve financial sustainability of water utility
- Increase human productivity

1.2.2. Wastewater Network Project

The Wastewater Network Project is targeted to collect additional wastewater from Zarqa to be pumped to the expanded As-Samra Wastewater Treatment Plant (see As-Samra Expansion Project), which serves both Amman and Zarqa. Eventually, the treated wastewater would be conveyed to the Northern Jordan Valley for agricultural use to allow for an offset of fresh water from the King Abdullah Canal. That freshwater will then be -pumped for municipal and industrial use in Amman and Zarqa. The project includes rehabilitating and upgrading the trunk sewer lines in Zarqa that are now at or near their full carrying capacity. The Project will also extend lateral sewer lines to populated areas that are not now connected to the central wastewater collection system.

The limited funding allocated to the Wastewater Project was not sufficient to allow rehabilitation of West and East Zarqa pumping stations. Both pumping stations need various levels of rehabilitation, and those improvements must be executed at the same time as the rehabilitation and expansion of the sewer network. Therefore, the success of the modified Water Network Project will be related directly to the firm commitment of the GoJ to invest as soon as possible into East and West Zarqa pumping stations rehabilitation programs, allowing adequate transmission of the newly collected wastewater into As-Samra WWTP. Additionally, the sewer cleaning component associated with both the East and West Zarqa rehabilitation sub-projects has also been deleted from the MCC-funded Compact and will be performed directly by the GoJ.

Expected short term outcomes are as follows:

- Increase access to wastewater network
- Increase quantity of wastewater collected from Zarqa Governorate
- Reduce incidence of sewage overflow

With medium/longer term outcome as follows:

- Increase human productivity

1.2.3. As-Samra Expansion Project

The Jordanian National Water Strategy sets clear goals of prioritizing use of freshwater resources for municipal and industrial use, developing wastewater resources as “a perennial water source and...an integral part of renewable water resources and the national water budget,” as well as promoting private sector participation in large-scale investments in civil works and providing services to reduce the GoJ fiscal burden, improve efficiencies, and improve sustainability.

In line with the strategy, this investment package creates additional freshwater supply for municipal and industrial usage through the collection of additional wastewater in Zarqa (Wastewater Network Project), which feeds into the expanded WWTP at As-Samra (As-Samra Expansion Project), where high-quality treated effluent is conveyed through a new pipeline for irrigation use. In turn, the use of additional treated wastewater allows the offset of freshwater resources that can be diverted from irrigation into the municipal water supply for Amman and Zarqa.

The WWTP expansion is needed to cope with the projected increases in wastewater produced in the Amman/Zarqa region. The existing WWTP at As-Samra is expected to reach capacity by 2015. The project aims to establish the expansion of the As-Samra WWTP through a negotiated bid with the current Build-Operate-Transfer operator, i.e. the As-Samra Project Company (SPC). MCC's investments are for a grant contribution toward the capital cost of expansion.

Expected short term outcomes are as follows:

- Increase volume of effluent from As-Samra Treatment Plant

With medium/longer term outcomes as follows:

- Increase substitution of freshwater for treated wastewater (use in agriculture)
- Increase sustainability of scarce water for household, industry and agriculture

1.3. Monitoring and Evaluation

In reference to the M&E Policy of MCC¹⁵, Data Quality Review is a vital component of the overall M&E framework, it contributes significantly to the efforts of MCA Jordan and MCC as well to assess and capitalize on the function of M&E. the M&E Policy states that "M&E data is an important source of information on progress towards the achievement of Compact results and supports decision making by program managers. Ensuring that the underlying data are of good quality is essential to maintain a high level of confidence in the decisions that are made using the data".

The Monitoring and Evaluation Plan serves as a guide for program implementation and management, so that MCA-J management staff, Board of directors, Steering Committee members, Stakeholders Committee, Consultative Group members, program implementers, beneficiaries, and other stakeholders understand the progress being made toward the achievement of objectives and results, and are aware of variances between targets and actual achievement during implementation. The M&E Plan is available on the MCA-J web site¹⁶.

This Monitoring and Evaluation Plan is a management tool that provides the following functions:

- Gives details about what impacts the Compact and each of its components are expected to produce in economic, social, and gender areas and how these effects will be achieved.
- Explains in detail how the MCA-J and MCC will monitor and assess the Compact Program interventions to determine whether they are achieving their intended results and measure their larger impacts over time through rigorous evaluations.
- Establishes a process to alert implementers, stakeholders and MCC to any problems in program implementation and provides the basis for making any needed program adjustments.
- Outlines the flow of data and information from the project sites through to the various stakeholders both for public consumption and to inform decision-making. It sets the mechanisms that assure the quality, reliability and accuracy of program performance information and data.
- Outlines any M&E requirements that MCA-J must meet in order to receive disbursements.
- Provides programmatic information and data for evidence-based decision making concerning expansion of selected interventions meant to serve as a model, under the current Compact, for subsequent replication.

The first DQR included the assessment of the on-going data collection and reporting systems and procedures, this aimed to enhance the capacity of data providers and improve their performance in providing a high quality data. After two years of the first round of DQR, there is still need to conduct a second review to keep the continuous improvement for data collection processes, which will support the M&E function to achieve its goals and objectives.

Nonetheless, second round of DQR will include -in addition to **the institutional data** that is received from

¹⁵ MCC Policy for Monitoring and Evaluation of Compacts and Threshold Programs, May 1, 2012; <http://www.mcc.gov/documents/guidance/policy-050112-monitoring-and-evaluation.pdf>

¹⁶ <http://www.mca-jordan.gov.jo/uploads/file/M&E/MCA-Jordan%20ME%20Plan%20March%202012.pdf>

the key stakeholders and implementing entities- **the surveys data**. Surveys are substantial data collection tools to support the impact evaluation work, several surveys are implemented and being implemented by the Department of Statistics to cover the socio-economic aspects among other aspects for Households, Enterprises and farmers, many processes, methods and procedures are being considered by the DOS to ensure delivery the needed information to satisfy M&E purposes.

1.4. Institutional Arrangements

Each of the proposed Compact projects is a large undertaking in its own right. Based on the initial project studies, the method of delivery and number of contracts was established for each project. Following is an overview of the proposed implementation arrangements for the infrastructure projects that make up the Compact:

- **Water Network Project:** The Water Network Project currently consists of 5 conventional construction contracts as shown in the below table that includes the actual and forecast dates for key activities as well as the as-planned durations for all water network project.

Contract Number & Name	Tenders Advertised	Tenders Received	Start Date	Projected Duration (Calendar Days)	Forecast Finish Date
Contract 1: (24/2013) Primary and Secondary Networks Restructuring Contractor (Haymoor Cousins and partners Co.& Alomaria Contracting Co. JV)	1-Apr-13	15-May-13	31-Aug-13	907	1-Mar-2016
Contract 2: (28/2013) Batrawi South and West Water Networks Restructuring and Rehabilitation Contractor (Mango Tree Construction Company Ltd.)	9-May-13	21-Jul-13	25-Jan-14	827	30-Apr-2016
Contract 3: (29/2013) Russaifah Low Water Networks Restructuring and Rehabilitation Contractor (Hussien Atieh & Sons Co. LLC)	9-May-13	9-Jul-13	30-Nov-13	669	29-Sep-2015
Contract 4: (30/2013) Russaifah High Water Networks Restructuring and Rehabilitation Contractor (Farhan & Fouad Abu Hamdan for Engineering and contracting Co.)	9-May-13	3-Jul-13	28-Dec-13	802	8-Mar-2016
Contract 5: (31/2013) Zarqa High and Batrawi East Water Networks Restructuring and Rehabilitation (Hussien Atieh & Sons Co. LLC)	9-May-13	26-Jun-13	30-Sep-13	904	21-Mar-2016

Section6: Terms of Reference

Contract 6: (120/2013) Basateen Pump Station Contractor (Hussien Atieh & Sons Co. LLC)	2-Dec-13	22-Jan-14	15-Jun-14	609	13-Feb-2016
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As of August 2015, Trenching, pipe laying, backfilling, house connections, testing and reinstatement activities on all the contracts are proceeding, with production rates showing substantial improvement in most contracts. Based upon completed surveys and shop drawings, the PMC and MCA-Jordan are now reviewing the quantities to ensure that the projects are properly funded.

The pipe network contractors have installed approximately 609 km out of a contracted total of 621 km, representing approximately 98.1% of project completion. Testing and reinstatement have been lagging behind at approximately 511 km (82.3%) of total networks.

- **Wastewater Network Project:** The Wastewater Network Project delivered under a tradition design/bid/build (D/B/B) arrangement in accordance with MCC's SBD: Procurement of Large Works¹⁷. The following table includes the actual and forecast dates for key activities as well as the as-planned durations for all wastewater networks.

Contract Number & Name	Tenders Advertised	Tenders Received	Start Date	Projected Duration (Calendar Days)	Forecast Finish Date
Contract (83/2011)	17-May-12	23-Jul-12	1-Nov-2012	1186	31-Jan-2016
Contract (84/2011)	17-May-12	23-Jul-12	1-Nov-2012	1186	31-Jan-2016
Amendment No. 4 -Princess Haya	NA	NA	31-Aug-2014	669	30-Jun-2016
Contract (85/2011)	17-May-12	23-Jul-12	1-Nov-2012	1186	31-Jan-2016
Contract (192/2014)	20-Oct-2014	1-Dec-2014	15-Mar-2015	427	15-May-2016

¹⁷ <http://www.mcc.gov/documents/guidance/sbd-largeworks.doc>

Contract (29/2015)	22-Apr- 2015	27-May-2015	15-Sep-2015	365	15-Sep-2016
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- **As-Samra Expansion Project:** This expansion project is designed to expand the As-Samra facility originally completed in 2008 with support from USAID. Creates 133 Million Cubic Meters of water for use of recycled water for use in agriculture in the Jordan Valley (equivalent to over 10% of Jordan's water). Ground breaking ceremony in October 2012, As-Samra reached financial close and began construction on July 18, 2012, Expanded As-Samra WWTP began operations October 2015.
- **The Water Smart Homes (WSH) Activity:** The Water Smart Homes Activity is being implemented through two contracts; the first includes the services of the WSHs-Social and Outreach Consultant to design and implement the awareness and outreach program as well as to identify the beneficiaries and assess the actual needs, and the second includes the WSHs-Infrastructure Construction, where the Contractor is responsible for the implementing the construction of works, and maintenance and rehabilitation of household water and wastewater network.

Works commenced on August 2014, which included: survey of households benefitting from NAF, behavioral study of Zarqa population in household water management, communications strategy, and awareness to monitor and improve water quality.

1.5. Implementation Framework and Responsibilities

In accordance with the terms of the Compact, MCA-Jordan will be the Accountable Entity. As the Accountable Entity, it has the overall responsibility for implementation of the Compact. To carry out the management responsibilities related to the program, MCA-Jordan intends to request the assistance of other GoJ authorities. The major participants will include:

- MCC
- Accountable Entity (MCA-Jordan)
- Ministry of Water and Irrigation (MWI)
- Water Authority of Jordan (WAJ)
- Government Tenders Directorate (GTD)
- Miyahuna-Zarqa/(WAJ-Zarqa before)
- Program Management Consultant (PMC)
- Independent Evaluator (Social Impact)
- Contractors (DBB, DB, and BOT)
- Department of Statistics (DoS)

Following is an overview of the roles and responsibilities of some of these participants.

1.5.1. Millennium Challenge Corporation (MCC)

The MCC is a United States government corporation created in 2004 to provide assistance to developing countries that have a demonstrated commitment to good governance and effective economic policies. To be eligible to receive assistance from MCC, countries are evaluated on the basis of certain independent and transparent policy indicators. MCC's assistance is implemented through the negotiation and execution of an agreement ("a Compact") with each country, which establishes the basis for MCC's grants.

As a donor agency, MCC's primary roles and responsibilities on this program are as follows:

- Administer grant.
- Participate in Accountable Entity Board activities through designated "Observer".
- Participate in Compact monitoring and evaluation.
- Conduct monitoring and oversight of activities undertaken under the Compact for compliance with MCC policies, procedures, and guidelines, such as the Program Procurement Guidelines, Environmental Guidelines, and MCC's Gender Policy, and WB Policy 4.12 on Involuntary Resettlement, which has been adopted by MCC.
- Disburse grant payments to Accountable Entity.

1.5.2. Accountable Entity (MCA-Jordan)

The Accountable Entity means the entity designated by the government receiving assistance from MCC as responsible for the oversight and management of implementation of the Compact on behalf of the government. These responsibilities include selecting the implementing entities and subsequently administering the contracts. As previously indicated, MCA-Jordan is the designated Accountable Entity for this program.

As the entity with overall responsibility for implementation of the Compact projects, the Accountable Entity's primary roles and responsibilities are as follows:

- Award and execute implementation contracts.
- Administer implementation contracts.
- To oversee the development and implementation of Resettlement Action Plans (RAP) required to address land acquisition and right-of-way issues or any other impacts to private property that require compensation in accordance with World Bank Operational Policy 4.12 on Involuntary Resettlement.
- Perform required reporting back to MCC, including monitoring to ensure that all Compact activities are implemented in compliance with MCC's requirements such as MCC's Program Procurement Guidelines, Environmental Guidelines, and Gender Policy.
- Develop and institute required monitoring and evaluation activities.
- Maintain stakeholder and public relations programs.
- Develop and administer the Program website to post current information about Compact-related activities, Monitoring and Evaluation Plan reporting, financial reporting, and Compact-related procurements.

- Preparation and submission of documentation necessary to ensure the tax exemption of MCC Funding related to the Program.

1.5.3. Water Authority of Jordan (WAJ)

WAJ is an entity of the Ministry of Water and Irrigation, which is Jordan's official body responsible for the overall monitoring of the water sector, including water supply and wastewater management. Relative to the Compact projects, WAJ can be considered as the original oversight agency. Because no Accountable Entity existed at the beginning of the preparatory works phase of the program, WAJ was designated as the responsible agency for selecting the original study consultants and As-Samra Expansion Project Technical Advisor, followed by administration of those contracts.

Following designation of the Accountable Entity, WAJ's primary role in the implementation of the Compact projects will shift to supporting MCA-Jordan in overseeing the implementation of the Compact program. WAJ has entered into an Implementing Entity Agreement with MCA-Jordan that outlines WAJ's responsibilities during the Compact, which include the following:

- Cooperate with MCA-Jordan, its officers, consultants, and contractors in all matters related to the implementation of the Projects;
- Submit clarifications, certificates, permits, technical drawings and records, and other available documents needed to implement the Projects, as MCA-Jordan or its contractors may from time to time request;
- Assist in implementation of the Projects through sending letters, direct interference, facilitating meetings, or any other way of communication with other governmental departments, local authorities or municipalities;
- Ensure that its staff in Zarqa and the staff of any party assigned by it to manage the water and waste water operations provides necessary services related to the existing facilities, such as locating covered manholes and valves, locating undocumented pipes, and turning the water service on and off to enable construction of new connections;
- Enable MCA-Jordan and its officers, consultants, contractors, and any visitors and monitoring parties assigned by it or by MCC to freely enter any premises related to the Projects;
- Assist MCA-Jordan in obtaining work permits, immigration issues, tax exemptions, and residency permits for international firms and staff hired by MCA-Jordan to conclude consultancy or construction services;
- Make available any technical staff required to assist in reviewing and accepting deliverables from the consultants or contractors
- Cooperate with all requests for information or action by MCA-Jordan and its agents, officers and directors in the performance of its responsibilities ;
- Assist MCA-Jordan in coordinating with other donor-funded projects or any projects being implemented in Zarqa Governorate;
- Update MCA-Jordan about the progress in implementation of the other projects to rehabilitate and expand the waste water pumping stations in Zarqa Governorate.

1.5.4. Government Tenders Directorate (GTD)

The GTD will serve as the Procurement Agent for MCA-Jordan, reporting to the MCA-Jordan Director of Procurements. Its specific related roles will include the following:

- Carry out all Procurement Processes in the name of MCA-Jordan.
- Issue all formal announcements, procurement documents and correspondence with potential bidders.
- Receive and hold bidder submittals.
- Assist in evaluation of the tenders.

1.5.5. Miyahuna-Zarqa

Starting from January 2015 the management contract of Zarqa Governorate Water Administration was transferred from WAJ to Miyahuna Company. Now, Miyahuna-Zarqa (as a part of Miyahuna Company) is responsible for water transmission and distribution and wastewater collection and conveyance throughout the Zarqa Governorate. Essentially, it is the end user and beneficiary of the Compact projects.

Miyahuna-Zarqa has limited direct involvement in implementation of the Compact projects, with their primary roles and responsibilities being as follows:

- Provide input as requested by contractors
- Provide staff for required training by contractor
- Coordinate commissioning of the new facilities at interfaces with existing facilities.
- Participate in facility commissioning and final inspection.

1.5.6. Project Management Consultancy (PMC)

The PMC services during Compact Implementation are divided into three general activities. First, the PMC will provide general program management services for the Water Network Project and the Wastewater Network Project. In addition, given that these projects will be performed using the Federation Internationale des Ingenieurs-Conseils (FIDIC) Conditions of Contract, along with MCC's Conditions of Particular Application, the PMC will also serve as the Engineer, as defined by FIDIC, for both the Water Network Project and the Wastewater Network Project. The Engineer serves as the Employer's (MCA-Jordan) representative during construction.

As the party providing assistance to the Accountable Entity for the implementation of the Compact projects, the PMC's primary roles and responsibilities would be as follows:

- Provide general program management activities.
- Coordinate and assist in tendering process as-needed with GTD (construction as well as additional consulting services).
- Administer construction contracts and ensure Contractors' compliance with such contracts.
- Provide engineering services during construction.
- Provide site supervision.
- Perform partial and final inspections.
- Assist in close-out of the projects and overall program.

1.5.7. Contractors

As previously discussed, a number of contractors will be engaged to implement the Compact projects under D/B/B, D/B, or BOT delivery mechanisms. The primary roles and responsibilities of these Contractors will be execution of the works, including:

- Prepare final design (D/B contracts).
- Prepare submittals.
- Develop and maintain quality assurance/quality control program.
- Execute works.
- Make partial payment requests.
- Maintain record drawings reflecting installation of the works.
- Develop and execute commissioning plan.
- Perform final project closeout activities.

1.5.8. Department of Statistics (DoS)

DOS is the only governmental entity that responsible for collecting statistical data and information from respondents on national level. DOS has the responsibilities of Collecting, classifying, storing, analyzing and publishing official statistics including surveys related to social, demographic, economic, agricultural, environmental and cultural fields or any fields related to the community affairs.

As per the Implementing Entity Agreement that was signed between MCA-J and DOS, DOS becomes responsible to conduct the various surveys for MCC intervention, namely; Households, Enterprise and agriculture/farmers surveys. More details about the surveys and their objectives are available in the Evaluation Design Report¹⁸.

The primary roles and responsibilities of DOS are:

- Develop and maintain work plans.
- Revising questionnaires in conjunction with the Independent Evaluator (drafts questionnaires provided by the Independent Evaluator).
- Programming questionnaire, testing data collection instruments, recruiting, hiring and training field staff.
- Implementing data collection and adhering to the deliverable schedule, managing documentation of the dataset, data cleaning, implement data quality assurance protocol and delivering a cleaned data set and a final data collection completion report.

¹⁸ Available on MCA-Jordan website (http://www.mca-jordan.gov.jo/SystemFiles/Pages/file_635477671270618242.pdf)

2. DATA QUALITY REVIEW (DQR)

2.1. Overview

Ensuring that the underlying data are of good quality is essential to maintain a high level of confidence in the decisions that are made using the M&E data, in addition to M&E data role as a measure of progress towards the achievement of Compact results as mentioned above.

According to the M&E Policy, the DQR is conducted by an independent entity on the indicators in the M&E Plan and the data reported against them. The first DQR was conducted in December 2013; the final report was published on May 2014. A second round of DQR is planned to take place in year 5 of the Compact to serve the data quality improvement goal.

Data as a main input for M&E activities are categorized into two types; the administrative/institutional data collected on regular basis, these data sets are used to monitor the different activities of Compact, and for sure to serve the evaluations at a later stage, MCA Jordan receives these data and feeds to the Indicator Tracking Table (ITT) accordingly on quarter basis. ITT is submitted to MCC as a component of quarterly disbursement requests.

The other type of data is data collected through surveys by the DOS, which are typically multi-topic and respondents' types. DOS is collecting data through an Implementing Entity Agreement (IEA) signed with MCA-J. The DQR in its first round included the institutional data sets only, and however, this proposed DQR (second round) aims to include the surveys data as well, in specific, the first rounds of HHs, Enterprise and farmers surveys will be included to the scope, in terms of sampling, implementation methodologies, approaches, data cleaning and any other related process in data collection.

MCA-J has an Implementing Entity Agreement with the Ministry of Water and Irrigation, which WAJ and JVA fall under, that stipulates that these entities are to cooperate fully with all requests for information or action by MCA-Jordan and its agents, officers and directors in the performance of its responsibilities under the PIA, including, without limitation: Assisting MCA-Jordan with compliance with its Monitoring and Evaluation requirements (as set forth in Annex III of the Compact), including -but not limited to:

- a. Providing required (pre-determined) administrative/institutional data and periodic reports on a quarterly basis on the 1st of March, June, September, and December or whenever so requested, those track the performance of WAJ on its responsibilities in implementing relevant components and achieving the expected outputs.
- b. Showing the details of collecting data processes and the tools which are used in the survey.
- c. Allowing for independent data quality reviews by external consultants; and cooperating with MCA-Jordan Monitoring and Evaluation unit and related impact evaluation consultants and services providers to ensure the completion of the impact evaluation in a methodologically sound and timely manner.

2.2. Objectives

The main purpose of Data Quality Review is to review and improve the on-going data collection, reporting procedures, and future data gathering approaches and methodologies that will ensure reliable data quality for M&E. The Consultant is requested to review all Compact data and to assess whether its collection methodologies and procedures adhere to best practices with a view to provide MCA-J and the Implementing Entities (IEs) with recommendations for improving the quality of data provided from primary and secondary sources. The specific objectives of DQR include:

For institutional/administrative data:

1. Review the Final report of the first DQR and its action plan, as well as the implementation report of these actions.
2. Verify and review the accuracy of and collection methods for baseline and historical data for indicators. If data is inaccurate, propose revised baseline figures;
3. Review the calculations, mechanisms and approaches used to set the “annual” and “end of Compact” targets;
4. Identify the external data sources that have been used and assess their accuracy on the ground and/or between data sources or reports. If data is inaccurate or unable to be verified, identify alternative local sources of data;
5. Recommend changes to the data collection mechanisms and protocols -as necessary to improve the quality of the data- for the implementing entities.

Several institutions are involved in administrative/institutional data delivery, namely;

- Ministry of Water and Irrigation (MWI)/Projects Management Unit (PMU)
- Water Authority of Jordan (WAJ).
- Miyahuna-Zarqa/(WAJ-Zarqa before)
- Jordan Valley Authority (JVA).
- Program Management Consultant (PMC)
- Project Leads at MCA-Jordan
- Contractors

For Survey data:

1. Review the survey objectives and expected outcomes, as well as the survey instrument and electronic survey interface.
2. Review the sampling method and data collection strategy and approaches.
3. Review enumerators' qualifications (selection methods, performance assessment, etc.).
4. Review the training process for the enumerators including the training manual, testing, piloting activities.
5. Review and validate all related data collection activities and components in the field and the offices.
6. Review policy and procedures of quality assurance.
7. Discuss the findings with DOS and seek their feedback or any explanations.
8. Review the data cleaning procedures and approaches.
9. As a result, recommend correction or remediation actions to be considered by DOS in surveys implementation.

It is worth mentioning that the scope of DQR includes identifying the institutional capacity development needs for data collection in general as per the implementing entities including various teams at DOS, as well

as make recommendations on the most appropriate M&E structures and tools for MCA-J and Implementing Entities (IEs). For each responsible entity, the consultant is requested to conduct an assessment of the human, financial, and technical resources available and needed to fulfill its data collection and reporting requirements. The consultant is also requested to review DoS' electronic data collection procedures and to identify capacity building exercises and institutional strengthening improvements that are necessary to improve the quality of the data they collect.

The Consultant is requested to meet, liaise, and coordinate with the involved agencies for each project as necessary. The Consultant shall analyze each indicator within the DQR framework. The Consultant is requested to assess the 'Data Chain' – from on the ground operations and data collection up to data collected and stored at central level entities. The Consultant shall provide concrete recommendations on how MCA-Jordan can ensure that each indicator meets the data quality standards.

2.3. Criteria

The criteria to be used in assessing the data from primary and secondary sources shall consist of -but not limited to- the following:

- **Validity:** Are the indicators defined well, in other words, does the data reported match the indicator definition? In case of Outcome and Impact level indicators, does their definition match that nationally used? Do the indicators accurately represent reality? Do they have a verifiable source? Is all necessary data present to fulfill the indicator's definition? Do actors among different levels of a decentralized data collection system have the same understanding of an indicator's definition? Can indicators be disaggregated by categories important to MCA/MCC.
- **Reliability:** Do data values give values conflicting information? Is there:
 - Consistency: Is the data internally consistent (totals equal sum of parts, etc.)? If an independent party were to carry out analysis using the same methodology and data, would they come up with the same results?
 - Quality Control: What are the procedures (data collection, maintenance and process) used to collect the data? How do the institutions guard against bias in the data collection and reporting process? How often are procedures reviewed? Are there random checks at each stage?
 - Transparency: Are the procedures in writing and are problems reported?
 - Are the human and financial resources adequate to ensure data collection over time? What risks does each pose?
 - What technology and statistical software are used to collect, analyze, manage, and report data? Is this technology adequate and is it compatible with external users of the data.
- **Timeliness:** Are data collected and reported as regularly as planned, and do collection periods take seasonality into consideration? Is reported data the most recent? Is the date of data collection clearly identified?

- **Precision:** Are systems in place to estimate a margin of error? Is the margin of error reported? Is the margin of error less than expected change in the indicator? Is the margin of error acceptable for decision-making, given cost/benefit? Does the target include margin of error?
- **Integrity:** Is there independence in key data collection, management and assessment? Is there an impartial review of entire data gathering process? Is there integrity (e.g. between records)?

The consultant should use these criteria as a guide while also bringing all relevant professional expertise to the assessment.

3. SCOPE OF WORK

As described above, this TOR outlines the review of data and its quality of the Compact, the main components of the scope of services include: i) familiarization with the program; ii) Development of the methodology iii) analysis of indicators, data reported and information systems of the source entities; iv) validate the findings with key stakeholders, v) write up of results and findings; vi) develop an action plan with the timetable for the recommendations and vii) presentation to stakeholders. This scope includes an optional section for the implementation of the action plan of recommendation.

3.1. Familiarization with the Program

MCA-Jordan will provide the following documents as an orientation to the program:

- MCA-Jordan M&E Plan
- MCA-Jordan Compact document (available at [http://www.mca-jordan.gov.jo/uploads/file/Agreements/compact-jordan%20\(2\).pdf](http://www.mca-jordan.gov.jo/uploads/file/Agreements/compact-jordan%20(2).pdf));
- The survey that was conducted by Department of Statistics “Indicators of the 2009 Water Use and Socio-Economic Survey for Zarqa Governorate”.
- The Final Report of the first Data Quality Review.
- The baseline report that is prepared by the independent evaluator, in which the data of the baseline surveys are discussed.
- All survey instruments used by DoS as requested by MCA-J
- Latest data collected for evaluation, if cleared to be shared by the independent evaluator
- Field tracking documents used by MCA-J and DoS
- A review of MCC’s Policy for Monitoring and Evaluation of Compact and Threshold Programs; available on the website <http://www.mcc.gov/mcc/bm.doc/policy-051209-mande.pdf>
- Impact and performance indicators and their role in MCA-Jordan programs – These can be found in the Jordan Compact document on website (www.mca-jordan.gov.jo).___
- The latest MCC approved M&E Plan for Jordan – available at www.mca-jordan.gov.jo
- Latest MCA-Jordan Indicator Tracking Table
- M&E Plan for water smart home project.
- Supplemental information on indicators as requested and available

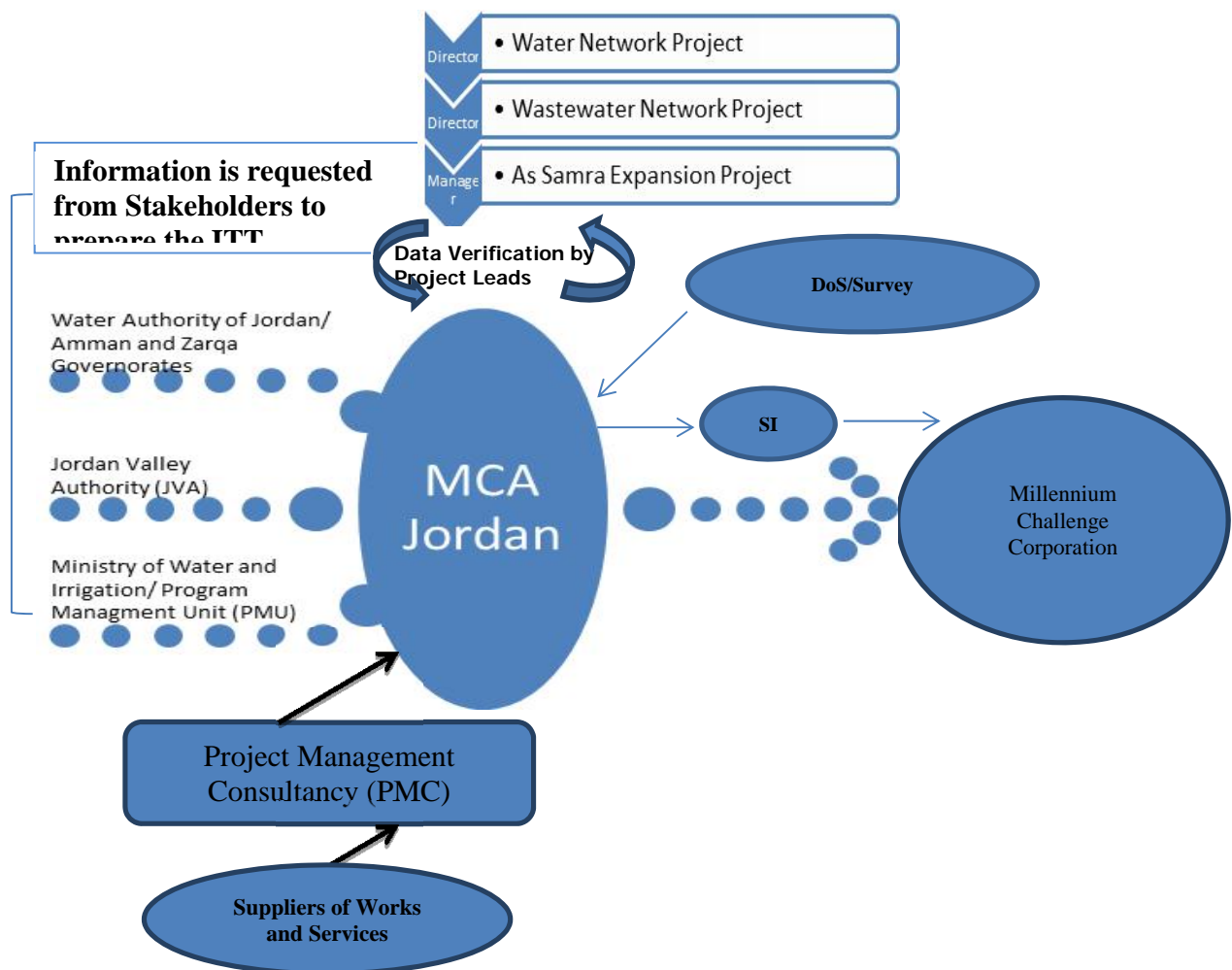
The above mentioned documents aim at providing the Consultant with the necessary background of the Compact in the area of monitoring and evaluation; it is expected from the Consultant to be able to:

- Understand those indicators and their objectives
- Understand how, when and from what sources the data measuring those indicators are gathered. MCA-J will work closely with the Consultant and facilitate communication with stakeholders for this purpose; namely:
 - Department of Statistics
 - Projects Management Unit (PMU)/WAJ

- Miyahuna-Zarqa
- Jordan Valley Authority
- Project Management Consultancy (PMC)
- Identify the weaknesses (if any) of the indicators, their calculation or data gathering methods.
- Understand the data management systems, roles and responsibilities of all relevant actors for all the projects and corresponding activities.
- Depict clearly the data flow, via chart.
- Identify gaps in data quality and make recommendations for overcoming weaknesses.
- Understand the data collection process done at MCA and MCC on surveys data.

The flow of information within MCA-Jordan implementing entities and program management units is illustrated in the figure below:

Figure 1: Data collection and the flow of information at MCA-J



3.2. Consultancy Tasks and Deliverables

Task 1: Finalizing the Inception Report

Based on the data and information provided to the Consultant, the Consultant is expected to produce and submit its first deliverable, "the Inception Report". Inception report shall include consultant's understanding of the assignment, the objectives and desired outcomes; materials, personnel, procedures; final work program by location, manpower schedules including the necessary charts.

Deliverable	Week 1	Week 2	Week 3 and 4	Notes
Inception Report	Kick-off meeting		Approval by MCA-Jordan	Starting from the Commencement Date
Deliverable 1: Inception Report shall be submitted after two (2) weeks from the commencement date. Review and approval by M&E MCA-J: 2 weeks including any needed discussions with the Consultant.				

Task 2: Development and Finalization of the Methodology and Approaches

Further to the suggested methodology and approaches in the technical proposal by the Consultant, the Consultant is requested to develop and finalize the methodology and approaches for the Data Quality Review in coordination with the M&E team at MCA-Jordan upon the approval of the Inception Report.

This report shall include the specific approaches to implement the DQR, including –but not limited to- the review of indicators, data collection procedures, techniques, and data reporting and the documentation, as well as the methods of assessing data quality including primary data sources and secondary sources- if any, in addition to surveys data and information management, and human and physical resources, and the integration between these components.

Methodology and approaches to be used for data quality review shall include a mix of -but is not limited to- document reviews (including any previous data quality assessment), site visits, interviews, internal statistical consistency checks, and comparisons of data with external sources. The Consultant's responsibility will be to understand the dynamics and any possible weaknesses involved in shared data collection between the various associated entities.

The Consultant shall not proceed with review and analysis prior to approval of the "Methodology and Approaches Report" by MCA-Jordan's M&E.

Deliverable	Week 5	Week 6	Weeks 7 and 8	Notes
Methodology Report			Approval by MCA-Jordan	This phase starts from the inception report approval.
Deliverable (2): <ul style="list-style-type: none"> - Methodology and approaches report shall be submitted within three (3) weeks from the Inception Report's approval. - There will be at least one (1) presentation on the Methodology Report to be prepared and 				

presented as part of Deliverable (2) by the Consultant; M&E Director will decide the timing and audience of this presentation.

- Review and approval by M&E MCA-J: 2 weeks including any needed discussions with the Consultant.

Task 3: Assessment of Data Sources.

Building on the first round of DQR, the consultant will review the data collection with its related processes and delivery among the data providers including the MCA-J departments, also the Indicator Tracking Table (ITT) will be one of the references for this assessment. The review for both, institutional and surveys data will assess:

- Any work conducted by other agencies related to data quality review for the same indicators MCC is examining. The consultant should collect this previous work and deliver to MCA-Jordan after comparable analysis;
- Assessing whether the data gathered is consistent with the documented definition of the indicators;
- Assessing whether the data collection process is consistent over time (from quarter to quarter);
- Assessing the data based on several criteria: validity, reliability, timeliness, precision, and integrity;
- On timeliness, assessing whether data is being reported on time, according to the agreed-upon schedule, and whether the data is following the data flow detailed in Table 1;
- Assessing whether there are gaps in the data being reported;
- Assessing whether the entity providing the data is following record-keeping (documentation) and data storage procedures;
- For survey data, tracking all data collection and delivering components, as well as quality checks. This includes processes of selecting the sample, programming, enumerators training, work planning, field data collection, and data quality control.
- Understanding the extent to which and the manner in which weakness identified during the assessment can be overcome, and the associated costs;
- Identifying data collection methods that might replace those found to be too weak or non-existent.
- Recommending appropriate sources of data and methodology where new data is required.
- Suggest new ideas and recommendations for upcoming surveys.

The outcome and findings of this task are designed to be incorporated into the Draft Final Report (Deliverable 3).

Task 4: Verification of the External Data Sources

This task implies identifying the usage of external data sources and to confirm their accuracy in the field. In the event that the accuracy of data cannot be confirmed or proxy figures have been used, identify alternative local sources of data and propose appropriate methodologies for collection of such data. If necessary suggest additional Government Department, Agency, Implementing Entity, and/or MCA-Jordan

or a non-governmental entity, to collect such data.

The outcome and findings of this task are designed to be incorporated into the Draft Final Report (Deliverable 3).

Task 5: Identification of Capacity Needs for MCA-Jordan and Implementing Entities

The Consultant is requested to assess the expertise required for each implementation entity for data collection, analysis and reporting, taking into consideration assessment of all data sources (external and internal). Having established the expertise required for MCA-Jordan and each Implementation Entity, the Consultant's recommendations shall include -but not limited to- human resource requirements, technical skills and proposed programs of capacity building in this regard.

The outcome and findings of this task are designed to be incorporated into the Draft Final Report (Deliverable 3).

Task 6: The Final Report

The final report will include a list of documents reviewed and where new documents have been obtained; the Consultant should submit such documents to MCA-Jordan as attachments to the main report.

The final report will include; in particular:

- A comprehensive analysis of the indicators based on the DQR objectives and Tasks 3, 4, &5. The Consultant will outline the shortcomings of the data used to develop the logical framework and suggest mitigation measures for addressing the identified shortcomings. Section 5.3 outlines the main items to be included in the Final Report.
- Provide specific, actionable recommendations on improving data quality to MCA-Jordan and those responsible for data collection. Recommendations should be directly related to weaknesses identified during the "analysis of indicators".
- A list of institutions and key persons contacted.

Two separate sub-sections in the report for the two types of data; institutional and survey, are suggested. The Consultant shall include in the Final Report the findings and outcomes of Task 4; accuracy of external data sources that have been used to develop the logical framework and recommend alternative data sources and methodologies for the collection of new data. If necessary, propose the responsible Government Ministry, Agency and Implementing Entity, to be considered by MCA-Jordan to collect such data. If the responsible entity is unable or unqualified to collect the data, present an alternative recommendation.

The final Draft report shall include the findings of Task 5; capacity needs assessment, and accordingly, the Consultant shall propose the required skills of M&E, draft job description, and terms of references for the required skills for each Implementation Unit.

The Consultant shall present the results of the study to key stakeholders before producing the final Main Report. The list of stakeholders can include, but is not limited to MCA-Jordan (management, staff, and steering committee), the Ministry of Water and Irrigation, Zarqa Water Authority, Jordan Valley Authority, Project Implementing Units, relevant government ministries and departments, and NGOs.

The relevant queries and comments from these presentations shall be incorporated into the Final Report after the presentation to stakeholders. The presentation to be prepared by the Consultant as requested by MCA-Jordan's M&E Director, materials supporting the presentation should be drafted in English as determined by the M&E Director and delivered to him/her in two (2) hard copies and electronic form prior to the presentation. This presentation will include:

- A description of the methodological approach taken and persons interviewed and any changes that may have been necessitated during the engagement; and
- A description of the consultant's findings, conclusions and recommendations.

Deliverable	Week 9	Week 15	3 weeks for review	Notes
Final Draft Report			Approval by MCA-Jordan	Starts after Methodology Report approval
Deliverable 3: <ul style="list-style-type: none"> - The Consultant shall submit the Final Draft Report within 15 weeks from commencement date. - The Consultant shall prepare one (1) presentation on the Final Draft Report as described above in Task 6. - Review and approval by M&E MCA-J: 3 weeks including any needed discussions with the Consultant. 				

Task 7: Clarification, Discussion and Implementation of Recommendations

It is anticipated that implementation of recommendations made by the consultant may require clarification beyond what can be conveyed in a report and, further, that the MCA-Jordan staff will want to discuss the recommendations once they have been submitted in written form. The M&E Team will discuss the Consultant's recommendations and will communicate any comments on the recommendations requiring modification and/or issues requiring further clarification.

Based on those discussions, the Consultant will design the ways in which recommendations identified as of highest priority by the M&E can be put into effect. The consultant will provide MCA-Jordan with a Final Main Report no later than five (5) working days after receiving comments on the Draft Final Report.

The final report should include action plan for findings, suggested recommendations, stakeholder's responses to be implemented with cooperation with IEs and MCA-Jordan. This action plan should be created after finalizing the DQR report based on findings and recommendations which will be produced in the DQR report for each IE, this action plan shall contains these findings, recommendations, stakeholders responses, status & update and others added value components.

A Final presentation to be prepared by the Consultant as requested by MCA-Jordan's M&E Director, materials supporting the presentation should be drafted in English as determined by the M&E Director and delivered to him/her in two (2) hard copies and electronic form prior to the presentation.

Deliverable	Week 19	Week 20	Notes
Final Report	5 working days	Approval by MCA-Jordan	<ul style="list-style-type: none"> - Starting from the Draft Final report approval (for 5 working days) - Incorporating feedback, comments, and responses per queries of the presentations and discussion.
<p>Deliverable 4:</p> <ul style="list-style-type: none"> - The Consultant shall submit the Final Report within 19 weeks from commencement date. - The Consultant shall prepare one (1) presentation on the Final Report as described above in Task 7. 			

4. ACCEPTANCE CRITERIA FOR DELIVERABLES

The deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements laid out in the tasks and deliverables.
- Quality and clarity of analysis and work produced. Specifically, quality and clarity will be judged according to the following criteria: depth, accuracy, and technical quality of analysis and effort; ability of MCA-J to understand and use the work produced; degree to which deliverables conform to the instructions and standards outlined, as well as additional criteria agreed upon between all parties; quality and extend of communication between the parties while the work was undertaken; and any other criteria agreed upon between the two parties at the start of the performance period.
- Approval of each deliverable by MCA-Jordan will serve as a Notice to Proceed for the consultant to the next stage.
- All reports will be considered draft until they are approved by MCA-Jordan M&E Director.
- All draft reports will be produced in English as three (3) copies bound and one (1) original unbound.
- The Inception and the Methodology Report will be produced in English as five (5) copies bound and one (1) original unbound.
- The Final Report will be produced in English as five (5) copies bound and one (1) original unbound.
- All reports will also be submitted in electronic form, on CD/DVD, written in an application compatible with MS Windows and MS Office.

5. TIMELINE, DELIVERABLES AND PAYMENTS SCHEDULE

5.1. Duration of the Assignment:

Services are likely to commence early of 2016, it is expected that overall duration of the assignment could extend to a maximum of five months including the review and approval periods by MCA-Jordan. The awarded firm is expected to mobilize and begin work within two weeks after signing the Contract, in accordance with procurement procedures.

The Consultant shall complete the activities to submit the deliverables as detailed in Section 3.2. Time

requirements for deliverable submittals by the Consultant refer to calendar time unless specifically mentioned otherwise. Table below illustrates the proposed Payment Schedule as per the deliverables. Payment terms are tied to the objectives of this assignment.

Key Deliverables Linked to Payment	Timing (weeks after Contract effective date)	Percentage of Contract Value
<u>Deliverable 1</u> Inception report approval	Four (4) weeks	10%
<u>Deliverable 2</u> Methodology report approval	Eight (8) weeks	25%
<u>Deliverable 3.</u> Draft Final Report approval	Eighteen (18) weeks	35%
<u>Deliverable 4:</u> Final report (with all administrative documents)	Twenty (20) weeks	30%

5.2. Work Program and Duration

The Consultant shall undertake the work in accordance with a detailed work program, which will be included as part of the Proposal, and then, revised and approved after incorporating the MCA-Jordan's requirements. The work program shall provide details of how all the various tasks, sub-tasks, and activities will be undertaken; the starting time and duration of each; phasing and interrelations; location and manpower resources for the duration of the services. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work. The data supplied shall form the basis for the Financial Proposal.

During mobilization, and having studied the operational budget and logistics, the Consultant shall produce an updated and integrated program for review and approval as part of the Inception Report. This revised program will form the basis for execution, supervision and progress. This shall not be modified or revised by the Consultant without prior written approval by the MCA-Jordan.

5.3. Level of Effort

The total level of effort (LOE) for the key personnel is expected not exceed a grand total of 210 working days, the LOE for each team member is estimated as following:

Staff member	Key personnel	Total work days	<i>Including work days in Jordan</i>
Team Leader	1	60	60
Monitoring and Evaluation Specialist	2	60	40
Survey Data Collection Specialist	1	30	15
Statistician and Data Analyst	1	25	25

Economist	1	35	20
Total level of effort	3	210	160

5.4. Reporting Requirements

The Consultant shall produce the reports generally described in the sections below to the highest international technical standards. The following is a summary of the list of reports expected from the Consultant, their contents, and general times of submission. The Consultant will propose a schedule for precise times of submission in the Inception Report as instructed above. The Consultant should note that payment of fee for the services is linked to approval of individual reports by MCA-Jordan's M&E Director.

Reports to MCA-Jordan should be delivered in electronic and bound hard copy. Any data work should be conducted in Microsoft Excel (2007 or newer) and spreadsheets delivered in electronic copy via electronic mail and on a Compact Disc (CD). A list of meetings with details of the meeting (persons present, date and time, duration, etc.) should be kept for every meeting and submitted to MCA-Jordan as an annex to the final report.

A. Inception Report:

The consultant shall prepare and submit an inception report within two (2) weeks after mobilization. This shall include the Consultant's understanding of the assignment, the objectives and desired end products; description of the individual tasks methods, materials, personnel, procedures; final work program by location, manpower schedules including cash flow projections and, as relevant, associated charts. This Inception Report outlines the Consultant's mobilization and defines the methodology for the conduct of the assignment. The report also highlights initial observations and findings from the review of secondary data and provides a detailed work plan for the conduct of the assignment.

The report is to be organized according to the following six sections:

- **Section I:** Introduction that presents the background of the assignment as well as the objectives and scope of the consultancy services.
- **Section II:** Outlines the state of the Consultant's mobilization, including the deployment of both human and material resources.
- **Section III:** Describes the field approach and methodology to be employed in the entire conduct of the assignment.
- **Section IV:** Highlights the observations and initial findings following the review of available secondary information and from interactions with appropriate institutions.
- **Section V:** Provides a detailed work plan involving the schedule of activities and detailed tasks, deliverables, reporting schedules and cash flow projections and, as relevant, associated charts.
- **Section VI:** Summarizes recommendations and conclusions made as a result of the initial appraisal of secondary documents and interactions with Program-wide project personnel.

B. Methodology Report:

After approval of inception report, the consultant will develop the methodology report for a two (2) weeks duration, in which detailed description of the Data Quality Review components will be considered and outlined. In particular, this shall include an approach to implementing the components of data collection process, i.e., methodology for DQR, and integration between the components, parameters and indicators, data collection tools, techniques and methods of assessing data quality, data and information management including human and physical resources.

C. Final Report:

The Final Draft Report will be submitted at the end of the services which will be within three (10) weeks of the commencement date (including MCA-J approval periods as section 3.2). It shall summarize the major activities and findings from the study. Sections of the Main Report should include:

- Executive Summary: It shall highlight key activities and findings. This report will be used during the presentations of results to stakeholders.
- Methodology: This flows from, and is a summary of the inception and design reports of what was actually performed. It shall include study design, data collection methods, and techniques.
- Analysis and Recommendations: This will be an indicator-by-indicator analysis including:
 - The quality of each of its indicators against the quality dimensions and standards described above.
 - Recommendations as to how the identified shortcomings in the quality of indicators can be mitigated. Recommendations should be actionable and include specific parties. MCA-Jordan will have numerous resources at its disposal during Compact implementation (MCA-Jordan staff, consultants, Implementing Entities staff, M&E budget for particular surveys) and the recommendations should make explicit reference to these resources.
- Assessment of capacity and the expertise required for each implementation unit for data collection, analysis and reporting: this will include MCA-Jordan and each Implementation Unit, also including the recommendations regarding any need for additional human resources to meet MCA-Jordan data requirements.
- Annotated Bibliography: This shall include:
 - List of documents reviewed; (where new documents have been obtained, the Consultant should submit them to MCA-Jordan with the main report).
 - list of participants including interviewees;
- Annex I: Diagram of data flow for each data source
- Annex II: Work Plan for implementing recommendations. This should include specific dates (to the extent practical), responsible parties, and associated costs for each activity.
- Annex III: All the deliverables indicated above (see "Section of Scope of Work")
- Annex IV: List of meeting details, names of institutions and (if possible) key persons contacted

The final Report shall be submitted no later than one week (5 working days) after receiving comments on the Draft Final Report concluded by different concerned entities and stakeholders through discussions and presentations.

6. CONSULTANT QUALIFICATIONS AND EXPERIENCE

The Consultant is expected to provide approximately three-month full-time equivalent, or FTE, or work (e.g. 1 full time staff person for 3 months or 3 full-time staff persons for 1 month or some combination thereof). The Consultant is expected to provide appropriate specialists who will bring inputs as per the work program. The proposed team shall consist of at least the following key experts (these must be experts from which a significant time input in the project is expected, or whose contributions are crucial for the project implementation):

6.1. Key Personnel No: 1 – Team Leader

- *Qualifications and skills*
 - A minimum qualification of Bachelor's degree in Economics, Planning, Statistics, engineering or a related field. A graduate degree (Master's or PhD degrees) is a must.
- *General professional experience*
 - At least 10 years of general international experience in research and/or analyzing data;
 - At least 3 years of experience with similar national-level data quality reviews;
 - At least 3 years of experience in analyzing socio-economic data for performance purposes.
 - Proven hands-on experience in undertaking of similar assignments particularly in Low/Middle income or Jordan countries.
- *Specific professional experience*
 - Experience in implementation of at least two similar projects in Water and Wastewater projects; preferably in Middle East countries.
- Experience in designing data gathering tools for similar indicators.
- Experience in managing teams of monitoring experts for various sectors, preferably for the sectors indicated above.
- Fluency in English and Arabic is a preferred.

6.2. Key Personnel No: 2 –Monitoring and Evaluation Specialists

- *Qualifications and skills*
 - A minimum qualification of Master's degree in Economics, Planning, Statistics, engineering or related field.
- *General professional experience*
 - At least 7 years of general international experience in research and/or analyzing data;
 - At least 3 years of experience with similar national-level data quality reviews;
 - At least 3 years of experience in analyzing socio-economic data for performance purposes.
- *Specific professional experience*
 - At least 3 years of experience in designing data gathering tools and surveys preferably in water and sanitation sectors;
 - Experience in working with data from water and wastewater utilities is a strong plus. At minimum, one monitoring and evaluation specialist should have experience working with water and/or wastewater utilities
 - Experience in conducting data quality reviews for or implementing at least one similar project, preferably in Low/Middle income / Jordan;
- Fluency in English and Arabic is a preferred.

6.3. Key Personnel No: 3; Socio-economic Specialist

- *Qualifications and skills*
 - A minimum qualification of Master's degree in economics, statistics, or another related field in social science
- *General professional experience*
 - At least 7 years of general experience in analyzing data;
 - At least 3 years of experience managing survey data collection in the field;
 - At least 3 years of experience in analyzing socio-economic data for performance purposes.
- *Specific professional experience*
 - Experience in electronic data collection is a strong plus, including knowledge of international best practices
 - At least 3 years of experience in designing data gathering tools for the indicators;
 - Experience in conducting data quality review for or implementing at least one similar project, preferably in Low/Middle income / Jordan;
 - Fluency in English; fluency in Arabic preferred.

6.4. Key Personnel No: 4; Statistician and Data Analyst

- *Qualifications and skills*
 - A minimum qualification of a Masters or PhD degree in Economics, Planning, Statistics, engineering or a related field.
- *General professional experience*
 - At least 7 years of general international experience in research and/or analyzing data;
 - At least 3 years of experience with similar national-level data quality reviews;
 - At least 3 years of experience in analyzing socio-economic data for performance purposes.
- *Specific professional experience*
 - At least 3 years of experience in using statistical tools for the collected data;
 - Experience in electronic data collection a strong plus, including knowledge of international best practices
 - Experience in conducting data quality review for or implementing at least one similar project, preferably in Low/Middle income / Jordan;
 - Fluency in English; fluency in Arabic preferred

6.5. Key Personnel No: 5; Economist

- *Qualifications and skills*
 - A minimum qualification of PhD degree in Economics, Planning, Statistics, engineering or a related field.
- *General professional experience*
 - At least 7 years of general international experience in research and/or analyzing data;
 - At least 3 years of experience with similar national-level data quality reviews;
 - At least 3 years of experience in analyzing socio-economic data for performance purposes.
 - At least 3 years of experience as a principal investigator on a research project that required survey data collection

- *Specific professional experience*
 - At least 3 years of experience in conducting economic researches and studies the collected data;
 - Experience in electronic data collection a strong plus, including knowledge of international best practices
 - Experience in conducting data quality review for or implementing at least one similar project, preferably in Low/Middle income / Jordan;
 - Fluency in English; fluency in Arabic preferred

7. EVALUATION CRITERIA

The Technical Proposal evaluation will be based on Section 3: Qualification and Evaluation Criteria .

8. OPTIONAL TASK: THE IMPLEMENTATION OF THE DQR RECOMMENDATIONS

DQR final report will identify a set of findings and recommendations to support the M&E function of the Compact, these findings and recommendations will be included in action plan that will contain tasks and activities that should be considered to ensure the successful implementation of these recommendations, thus, implementation of the action plan after thorough discussions with IEs aims to: (1) improve the on-going data collection and reporting mechanism among IEs, and (2) improve future data gathering approaches to improve delivered data quality.

The Consultant will have the opportunity to extend the services to include the implementation of the DQR recommendations with the original contract rates, this task will be conditional to the successful completion of the basic tasks of DQR, based on the M&E Director approval, the Consultant will design the implementation framework for the DQR with its timeframe, and however, **the total timeframe shall not exceed 15 weeks**. This implies identifying the next steps for the sets of findings and recommendations to support the M&E function at the implementing entities,

In specific, the Consultant shall propose an implementing strategy and its action plan in reference to the action plan that is created by the consultant as a result of the DQR. In this strategy, response of the IE should be included in addition to the actions to address these recommendations with specific and reasonable time frame of implementation. Furthermore, recommendations should be prioritized based on: 1) Immediacy of ability to implement recommendation, 2) Impact of recommendation implementation.

For this optional task, the proposal of the Consultant shall include -but not limited to- based on his understanding clearly and in a separate section; the tasks and activities, the Level of Effort, the needed resources, the timeframe, as well as the proposed financial offer.

This optional task will be conditional to M&E Director approval.

9. ANNEX I: COMPACT INDICATORS AS IN THE M&E PLAN

Table 1: Compact Program Goal and Outcome Indicators														
Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets						Source	Methodology of Data Collection	Timing/Frequency of Data Collection
						Baseline	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016			
Program Goal Level														
Annex III	Poverty Reduction and Economic Growth	Poverty rate in Zarqa Governorate	Official poverty rate in Zarqa Governorate.	Percentage	Level	11.2% [1]						Department of Statistics	Household Income and Expenditure Survey	TBD
Program Outcome Level: Cross-cutting Results														
Annex III	Effective supply of water increased through improvement in water delivery,	Network water consumption per capita (residential and non-residential)	For Zarqa Governorate: [Annual billed residential and non-residential (in m3)] / [population of governorate] * 1000 / 365 (l/c/d).	l/c/d	Cumulative	65	65	67	70	83	96	WAJ-Zarqa	Subscriber Directorate - Administrative Reports	Quarterly
Annex III & Common WS-14	extension of waste-water collection, and expansion in waste-water treatment	Total residential water consumption	Billed residential network water consumption + tankers, treatment shops, and bottled water (l/c/d).	l/c/d	Cumulative	62	62	64	67	79	89	WAJ-Zarqa; Department of Statistics	Subscriber Directorate - Administrative Reports; Household Survey	Year 4 TBD & Y5
New	Effective supply of water increased through improvement in water delivery, extension of waste-water collection, and expansion in waste-water	Billed residential water consumption	Billed residential network water consumption (l/c/d).	l/c/d	Cumulative	57	57	59	62	73	88	WAJ-Zarqa	Subscriber Directorate - Administrative Reports	Quarterly
New & Common: WS-10	Improve financial sustainability	Operating cost coverage	Total quarterly operational revenues divided by total quarterly operating costs. Calculation: OPC = R/C where: OPC = Operational Cost Coverage R = Total Quarterly Operational Revenue C = Total Quarterly Operational Cost (including maintenance)	Percentage	Level	TBD	81%	83%	98%	100%	100%	WAJ Amman Financial Reports	WAJ Zarqa administrative reports	Annually
New	Improve financial sustainability	Outstanding Debt	Account receivable compared with annual sales.	Percentage	Cumulative	TBD	TBD	TBD	TBD	TBD	TBD	WAJ Zarqa Financial Reports	WAJ Zarqa administrative reports	Quarterly
[1] Poverty Baseline is from the Department of Statistics "The Status Report of Poverty in Jordan: Based on Household Income and Expenditure Survey 2008"; July 12,2010.														

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Table 2: Water Network Project Outcome, Output and Process Indicators														
Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets						Source	Methodology of Data Collection	Timing/Frequency of Data Collection
						Baseline	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016			
Outcome Level														
Annex III	Decrease cost to households of meeting subsistence water needs	Use of tanker water	Annual average quantity of tanker water consumed per person (l/c/d) in Water Network Project areas[1].	l/c/d	Level	4.7				2	1.2	Department of Statistics	Household Survey	Year 4 TBD & Y5
		Use of treatment shop water	Annual average quantity of treatment shop water consumed per person (l/c/d) in Water Network Project areas[2].	l/c/d	Level	0.4				0.25	0.2	Department of Statistics	Household Survey	Year 4 TBD & Y5
Annex III & Common Indicator: WS-16	Increase human productivity	Incidence of diarrhea	The percentage of individuals reported as having diarrhea in the two weeks preceding the survey.	Percentage	Level	TBD				TBD	TBD	Department of Statistics & Ministry of Health	Household Survey	Year 4 TBD & Y5
New & Common Indicator: WS-16		Incidence of diarrhea, under age five	The percentage of individuals reported as having diarrhea in the two weeks preceding the survey under age five.	Percentage	Level	9%				8%	7%	Department of Statistics & Ministry of Health	Household Survey	Year 4 TBD & Y5
Annex III	Improve satisfaction of network water delivery	Customer Dissatisfaction with supply service	Percent of water utility customers "very dissatisfied" or "quite dissatisfied" with frequency, duration, and pressure of supply (average of the three dimensions) in Water Network Project areas[3].	Percentage	Level	34%				30%	26%	Department of Statistics	Household Survey	Year 4 TBD & Y5
		Customer Dissatisfaction with water quality	Percent of water utility customers "very dissatisfied" or "quite dissatisfied" with potability of network water in Water Network Project areas[4].	Percentage	Level	60%				48%	40%	Department of Statistics	Household Survey	Year 4 TBD & Y5
Annex III & Common Indicator: WS-8	Improve efficiency of network water delivery	Non-revenue water	Difference between water supplied including water imported and water sold including exported (i.e., volume of water "lost") expressed as a percentage of water supplied including water imported. $((\text{Production} + \text{Imports}) - (\text{Exports} + \text{Accounted Water})) / (\text{Production} + \text{Imports})$	Percentage	Level	50%	48%	46%	44%	36%	35%	WAJ Zarqa; PMC	WAJ Zarqa administrative reports; PMC administrative reports	Quarter
Annex III [7]		Continuity of supply time	Hours of supply/week (during the summer)[5].	Hours per week	Level	36	36	36	48	57	70	WAJ Zarqa; PMC	WAJ Zarqa administrative reports; PMC administrative reports	Annual
Annex III	Condition of household water systems improved	Households cleaning their water storage facilities	Percent of households cleaning their domestic water storage facilities in Water Smart Homes Activity area[6].	Percentage	Level	56%				62%	65%	Department of Statistics	Household Survey	Year 4 TBD & Y5
<p>[1] The baseline figure refers to all of urban Zarqa. The target will be measured only against areas planned for assistance under the Compact. If the update to the baseline survey reveals a significant difference between the figure for all of urban Zarqa and the areas planned for assistance under the Compact, an adjustment to the baseline and target will be noted in the M&E Plan ensuring that the magnitude of the improvement by Year 5 remains consistent with that of the Compact.</p> <p>[2] Ibid.</p> <p>[3] Ibid.</p> <p>[4] Ibid.</p> <p>[5] Ibid.</p> <p>[6] Ibid.</p> <p>[7] Per MCC Common Indicator WS-9, continuity of supply time is measured in hours per day, given the particular nature of water delivery in Jordan, number of hours per week, at this moment this indicator will not feed into MCC's Common Indicators.</p>														

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Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets					Source	Methodology of Data Collection	Timing/Frequency of Data Collection	
						Baseline Value	Year 1	Year 2	Year 3	Year 4				Year 5
Water Network Project - Smart Homes Activity Output Level														
New	Raise awareness about water best management practices	Number of people that received on-site training on residential water best management practices	This includes the individuals that received training and education on residential best management practices as a result of the Water Smart Homes -infrastructure activity.	Number	Cumulative	0	0	0	1,300	2,600	3,500	TBD; Oct. 2012	Administrative report	Quarterly
		Number of females that received on-site training on residential water best management practices	This includes the females that received training and education on residential best management practices as a result of the Water Smart Homes Activity - infrastructure activity.	Number	Cumulative	0	0	0	TBD; Oct. 2013	TBD; Oct. 2014	TBD; Oct. 2015	TBD; Oct. 2012	Administrative report	Quarterly
New	Improve water and wastewater network inside households	Number of National Aid Fund households with improved water and wastewater network	National Aid Fund households that conducted maintenance and rehabilitation of their water and wastewater plumbing infrastructure as a result of receiving direct assistance as part of the Water Smart Homes Activity Project. This includes construction of proper connections from the house to the water meter and/or wastewater collection system, new, repair and/or replacement of exposed broken pipes, water tanks and plumbing fixtures.	Number	Cumulative	0	0	0	1,300	2,600	3,500	TBD; Sept. 2013	Administrative report	Quarterly
		Number of National Aid Fund households with improved water and wastewater network, female headed households	Female headed National Aid Fund households that conducted maintenance and rehabilitation of their water and wastewater plumbing infrastructure as a result of receiving direct assistance as part of the Water Smart Homes Activity Project. This includes construction of proper connections from the house to the water meter and/or wastewater collection system, new, repair and/or replacement of exposed broken pipes, water tanks and plumbing fixtures.	Number	Cumulative	0	0	0	TBD; Sept. 2013	TBD; Sept. 2013	TBD; Sept. 2013	TBD; Sept. 2013	Administrative report	Quarterly
		Number of National Aid Fund households connected to the wastewater network as a result of the Water Smart Homes Activity	National Aid Fund households that have new wastewater connections as a result of the Water Smart Homes Project.	Number	Cumulative	0	0	0	TBD; Sept. 2013	TBD; Sept. 2013	TBD; Sept. 2013	TBD; Sept. 2013	Administrative report	Quarterly
		Number of National Aid Fund households connected to the wastewater network as a result of the Water Smart Homes Activity, female headed households	Female headed National Aid Fund households that have new wastewater connections as a result of the Water Smart Homes Project.	Number	Cumulative	0	0	0	TBD; Sept. 2013	TBD; Sept. 2013	TBD; Sept. 2013	TBD; Sept. 2013	Administrative report	Quarterly

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Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets						Source	Methodology of Data Collection	Timing/Frequency of Data Collection
						Baseline Value	Year 1	Year 2	Year 3	Year 4	Year 5			
Water Network Project - Infrastructure Activity														
Output Level, Ruseifa High Distribution Area (DA) and Ruseifa Low (DA)														
New	Improve efficiency in the water network	Restructure and rehabilitate primary and secondary pipelines	Restructuring of the water distribution network involves the overall sub-division of the network into Water Supply Areas, Distribution Areas and District Meter Areas. Rehabilitation of primary and secondary pipelines involves renovation or replacement of an existing pipeline.	Km	Cumulative	0	0	6.6	15.7	26.2	26.2	PMC	Administrative report	Quarterly
		Restructure and rehabilitate tertiary pipelines	Restructuring and rehabilitation of tertiary pipelines by replacement, reinforcement or renovation of an existing pipeline.	Km	Cumulative	0	0	67.8	203.5	339.2	339.2	PMC	Administrative report	Quarterly
		Replacement of customer meters	Replacement of defective domestic customer water meter.	Number	Cumulative	0	0	2,310	11,548	23,095	23,095	PMC	Administrative report	Quarterly
		Construct new pumping station	Construct new pumping station and 500 m3 reservoir at Al-Basateen Area.	Percentage	Cumulative	0	0	0.0	50.0	100.0	100.0	PMC	Administrative report	Quarterly
		Restructure and construct District Meter Areas (DMA's)	Restructuring and construction of District Meter Areas, isolating DMA's and constructing DMA's connection points.	Number	Cumulative	0	0	3.0	7.0	11.0	11.0	PMC	Administrative report	Quarterly
Output Level, Batrawi DA														
New	Improve efficiency in the water network	Restructure and rehabilitate primary and secondary pipelines	Restructuring of the water distribution network involves the overall sub-division of the network into Water Supply Areas, Distribution Areas and District Meter Areas. Rehabilitation of primary and secondary pipelines involves renovation or replacement of an existing pipeline.	Km	Cumulative	0	0	10.7	25.7	42.9	42.9	PMC	Administrative report	Quarterly
		Restructure and rehabilitate tertiary pipelines	Restructuring and rehabilitation of tertiary pipelines by replacement, reinforcement or renovation of an existing pipeline.	Km	Cumulative	0	0	68.6	205.7	342.9	342.9	PMC	Administrative report	Quarterly
		Replacement of customer meters	Replacement of defective domestic customer water meter.	Number	Cumulative	0	0	2,305	11,525	23,050	23,050	PMC	Administrative report	Quarterly
		Restructure and construct District Meter Areas (DMA's)	Restructuring and construction of District Meter Areas, isolating DMA's and constructing DMA's connection points.	Number	Cumulative	0	0	3.0	7.0	14.0	14	PMC	Administrative report	Quarterly

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Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets					Source	Methodology of Data Collection	Timing/Frequency of Data Collection	
						Baseline Value	Year 1	Year 2	Year 3	Year 4				Year 5
Water Network Project - Infrastructure Activity														
Output Level, Zarqa High DA and Strategic Infrastructure (SI)														
New	Improve efficiency in the water network	Restructure and rehabilitate primary and secondary pipelines	Restructuring of the water distribution network involves the overall sub-division of the network into Water Supply Areas, Distribution Areas and District Meter Areas. Rehabilitation of primary and secondary pipelines involves renovation or replacement of an existing pipeline.	Km	Cumulative	0	0	2.7	6.4	10.7	10.7	PMC	Administrative report	Quarterly
		Restructure and rehabilitate tertiary pipelines	Restructuring and rehabilitation of tertiary pipelines by replacement, reinforcement or renovation of an existing pipeline.	Km	Cumulative	0	0	26.1	78.4	130.6	130.6	PMC	Administrative report	Quarterly
		Replacement of customer meters	Replacement of defective domestic customer water meter.	Number	Cumulative	0	0	757	3,786	7,572	7,572	PMC	Administrative report	Quarterly
		Restructure and construct District Meter Areas (DMA's)	Restructuring and construction of District Meter Areas, isolating DMA's and constructing DMA's connection points.	Number	Cumulative	0	0	3.0	7.0	7.0	7	PMC	Administrative report	Quarterly
		Install strategic meters on key water transfer pipes	Install strategic bulk water meters on key water transfer pipes at 32 locations in Zarqa Governorate.	Number	Cumulative	0	0	7.0	33.0	65.0	65	PMC	Administrative report	Quarterly
		Install SCADA / Telemetry monitoring system	Install outstations for SCADA/Telemetry monitoring system at Zarqa Governorate strategic water infrastructure and District Meter Area connection points.	Number	Cumulative	0	0	10.0	49.0	98.0	98	PMC	Administrative report	Quarterly

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Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets					Source	Methodology of Data Collection	Timing/Frequency of Data Collection	
						Baseline Value	Year 1	Year 2	Year 3	Year 4				Year 5
Process Level														
Common: WS-3	Finance construction activities - Water Network Project	Value of signed water construction contracts - Water Network Project	The value of all signed construction contracts for reconstruction, rehabilitation, or upgrading of water works using compact funds.	US \$	Cumulative	0	\$93,375,000	\$93,375,000	\$93,375,000	\$93,375,000	\$93,375,000	PMC	Administrative Reports	Quarterly
Common: WS-4		Value disbursed of water construction contracts - Water Network Project	The value disbursed of all signed construction contracts for construction, reconstruction, rehabilitation, or upgrading of water works.	US \$	Cumulative	\$0	\$ 14,006,250	\$ 37,350,000	\$ 70,031,250	\$ 88,706,250	\$ 93,375,000	PMC	Administrative Reports	Quarterly
Common: WS-3 (TBD)	Finance construction activities - Water Smart Homes Activity	Value of signed water construction contracts - Water Smart Homes Activity	The value of all signed contracts for the consultancy and works under scope in the Water Smart Homes Activity using compact funds.	US \$	Level	\$0	\$6,490,000	\$6,490,000	\$6,490,000	\$6,490,000	\$6,490,000	WSH Consultant	Administrative Reports	Quarterly
Common: WS-4 (TBD)		Value disbursed of water construction contracts - Water Smart Homes Activity	The value disbursed contracts for the consultancy and works under scope in the Water Smart Homes Activity using compact funds.	US \$	Cumulative	\$0	TBD	TBD	TBD	TBD	\$6,490,000	WSH Consultant	Administrative Reports	Quarterly
New	Finance supervision activities	Value of supervision contract	The value of the supervision contract for both water and wastewater projects.	US \$	Cumulative	\$0	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	PMC	Administrative Reports	Quarterly
		Value disbursed of supervision contract	The value disbursed of the supervision contract for both water and wastewater projects.	US \$	Cumulative	\$0	\$2,100,000	\$5,600,000	\$9,800,000	\$13,300,000	\$14,000,000	PMC	Administrative Reports	Quarterly
Common: WS-5	Increase temporary employment	Temporary employment generated in water and sanitation construction	The number of people temporarily employed or contracted by MCA-contracted construction companies to work on construction of water or sanitation systems.	Number	Cumulative	0						PMC	Administrative Reports	Quarterly
		Temporary employment generated in water and sanitation construction, Female	The number of females temporarily employed or contracted by MCA-contracted construction companies to work on construction of water or sanitation systems.	Number	Cumulative	0							PMC	Administrative Reports

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Table 3: Waste Water Network Project Outcome, Output and Process Indicators														
Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets						Source	Methodology of Data Collection	Timing/Frequency of Data Collection
						Baseline	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016			
Outcome Level														
Annex III	Incidents of sewage overflow reduced	Sewer blockage events	Annual number of blockages that occurred in sewers network per year (pumping station blockages shall not be included) [1].	Number	Level	8,500	8,500	8,500	7,000	6,000	2,000	WAJ-Zarqa Directorate	Administrative Reports	Quarterly
Annex III	Quantity of wastewater collected from Zarqa Governorate increased	Volume of wastewater collected	Total volume of wastewater collected through the sewer system and pumped via West Zarqa, East Zarqa and West Ruseifa pumping stations.	Cubic Meters/year (Millions)	Level	24	24	24	25	27	31	WAJ-Zarqa Directorate	Administrative Reports	Quarterly
Annex III & Common: WS-13	Access to wastewater network increased	Residential population connected to the sewer system	Zarqa Governorate wastewater subscribers as a percent of water subscribers; each connection serves three subscribers and all subscribers will connect to the new network.	Percentage	Level	72%	72%	72%	73%	74%	82%	WAJ-Zarqa Directorate	Administrative Reports	Quarterly

[1] If during the Compact Term sewage blockages become part of the GIS database, this indicator should be updated to better measure blockages by type and location.

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Table 3: Waste Water Network Project Outcome, Output and Process Indicators														
Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets					Source	Methodology of Data Collection	Timing/Frequency of Data Collection	
						Baseline	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015				Year 5 2016
Output Level														
New	Improved efficiency in the wastewater network	Expand Network - West Zarqa	Expansion of the network entails the installation of new pipes for the connection of new households to the wastewater network(households were not previously connected to waste water network).	Km	Cumulative	0	3	20	40	60	73	PMC	Administrative Reports	Quarterly
		Reinforce and rehabilitate network - West Zarqa	Reinforcement entails upgrades to existing pipelines. Rehabilitation entails replacement of existing pipelines.	Km	Cumulative	0	0	0	0	1	1	PMC	Administrative Reports	Quarterly
		Expand Network - East Zarqa	Expansion of the network entails the installation of new pipes for the connection of new households to the wastewater network(households were not previously connected to waste water network).	Km	Cumulative	0	3	20	40	50	60	PMC	Administrative Reports	Quarterly
		Reinforce and rehabilitate network - East Zarqa	Reinforcement entails upgrades to existing pipelines. Rehabilitation entails replacement of existing pipelines.	Km	Cumulative	0	0	0	1	3	3	PMC	Administrative Reports	Quarterly
		Expand Network - West Ruseifa	Expansion of the network entails the installation of new pipes for the connection of new households to the wastewater network(households were not previously connected to waste water network).	Km	Cumulative	0	3	20	30	37	37	PMC	Administrative Reports	Quarterly
		Reinforce and rehabilitate network - West Ruseifa	Reinforcement entails upgrades to existing pipelines. Rehabilitation entails replacement of existing pipelines.	Km	Cumulative	0	1	5	9	12	12	PMC	Administrative Reports	Quarterly

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Table 3: Waste Water Network Project Outcome, Output and Process Indicators														
Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets					Source	Methodology of Data Collection	Timing/Frequency of Data Collection	
						Baseline	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015				Year 5 2016
Process Level														
Common: WS-3	Finance construction Activities	Value of signed sanitation construction contracts	The value of all signed construction contracts for reconstruction, rehabilitation, or upgrading of sanitation works using compact funds.	US \$	Cumulative	0	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	PMC	Administrative Reports	Quarterly
Common: WS-4		Value disbursed of sanitation contracts	The value disbursed of all signed construction contracts for construction, reconstruction, rehabilitation, or upgrading of sanitation works.	US \$	Cumulative	0	\$6,900,000	\$16,100,000	\$34,500,000	\$43,700,000	\$46,000,000	PMC	Administrative Reports	Quarterly
New	Finance supervision activities	Value of supervision contract	The value of the supervision contract for both water and wastewater projects.	US \$	Cumulative	0	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	PMC	Administrative Reports	Quarterly
		Value disbursed of supervision contract	The value disbursed of the supervision contract for both water and wastewater projects.	US \$	Cumulative	0	\$2,100,000	\$5,600,000	\$9,800,000	\$13,300,000	\$14,000,000	PMC	Administrative Reports	Quarterly
Common: WS-5	Increase temporary employment	Temporary employment generated in water and sanitation construction	The number of people temporarily employed or contracted by MCA-contracted construction companies to work on construction of water or sanitation systems.	Number	Cumulative	0						PMC	Administrative Reports	Quarterly
		Temporary employment generated in water and sanitation construction, Female	The number of females temporarily employed or contracted by MCA-contracted construction companies to work on construction of water or sanitation systems.	Number	Cumulative	0							PMC	Administrative Reports

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Table 4: The As-Samra Expansion Project Objective, Outcome, Output and Process Indicators														
Origin of Indicator: Annex III, New, Common	Result	Indicator Name	Definition	Unit	Classification	Targets						Source	Methodology of Data Collection	Timing/Frequency of Data Collection
						Baseline	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016			
Outcome Level														
Annex III	Substitution of freshwater for treated wastewater increased	Treated wastewater used in agriculture	Treated wastewater[1] used for irrigation in Northern and Middle Jordan Valley as a percent of all water used for irrigation in Northern and Middle Jordan Valley.	Percentage	Cumulative	61.0%	62.5%	64.0%	65.5%	67.5%	70.0%	Jordan Valley Authority	Administrative Reports	Yearly
Annex III	Existing agriculture protected from untreated wastewater	Quality of As-Samra effluent meets standard	Number of days during the past quarter when effluent does not meet the applicable standard set out in the As-Samra Project Agreement.	Days	Level	0	0	0	0	0	0	MWI/JVA	Administrative Reports	Quarterly
Annex III	Quantity of treated wastewater for agriculture use and substitution increased	Volume of waste water effluent discharged from the As-Samra plant per year	Annual volume of wastewater treated to at least secondary level (measured as annual volume of wastewater effluent discharged from the As-Samra plant, million cubic meters per year).	Cubic meters	Cumulative	65,000,000	65,000,000	65,000,000	70,000,000	85,000,000	99,000,000	MWI/JVA	Administrative Reports	Quarterly
		Agriculture use of treated wastewater	Agriculture land in the Middle and Northern Jordan Valley using treated wastewater for at least part of their irrigation water.	Hectares	Cumulative	13,700	14,000	14,400	14,800	15,200	15,900	Jordan Valley Authority	Administrative Reports	Quarterly
[1] "Treated wastewater" includes rainwater runoff mixed with treated wastewater in King Talal Dam reservoir.														
Output Level														
New		The actual 'substitution calculation'	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
New	Expansion of As-Samra	Expansion of As-Samra Treatment Plant	TBD; April 2012	TBD; April 2012	TBD; April 2012	TBD; April 2012	TBD; April 2012	TBD; April 2012	TBD; April 2012	TBD; April 2012	TBD; April 2012	TBD; April 2012	TBD; April 2012	Quarterly
Process Level														
Common: WS-3	Finance construction Activities	Value of signed construction contracts; MCC contribution	The value of all signed construction contracts for the expansion of As-Samra Treatment Plant using compact funds.	US \$	Cumulative	0	\$93,375,000.0	\$93,375,000.0	\$93,375,000.0	\$93,375,000.0	\$93,375,000.0	Authority Engineer	Administrative Reports	Quarterly
Common: WS-4		Value disbursed of signed construction contract; MCC contribution	The value disbursed of all signed construction contracts for expansion of As-Samra Treatment Plant using compact funds.	US \$	Cumulative	0	\$24,153,000	\$69,952,000	\$90,202,000	\$93,375,000	\$93,375,000	Authority Engineer	Administrative Reports	Quarterly
New	Finance construction Activities	Total EPC cost of As-Samra Expansion	Total cost of expansion of As-Samra Treatment Plant, this includes both the MCC contribution and outside financing.	US \$	Cumulative	0	\$184,350,000.0	\$184,350,000.0	\$184,350,000.0	\$184,350,000.0	\$184,350,000.0	Authority Engineer	Administrative Reports	Quarterly