

Millennium Challenge Corporation



# HASHEMITE KINGDOM OF JORDAN

**CONSULTANCY SERVICES FOR  
PREPARATION OF THE FEASIBILITY STUDY  
AND ENVIRONMENTAL AND SOCIAL  
IMPACT ASSESSMENT FOR ZARQA  
GOVERNORATE WATER SYSTEM  
RESTRUCTURING AND REHABILITATION**



**MILLENNIUM**  
CHALLENGE CORPORATION  
UNITED STATES OF AMERICA

**REQUEST FOR PROPOSALS**

**RFP/ QCBS-MCA-JOR-609G  
MINISTRY OF WATER AND IRRIGATION –  
JORDAN**

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

**Funded by**

**THE UNITED STATES OF AMERICA**

**Through  
THE MILLENNIUM CHALLENGE CORPORATION**

**\*\*\***

**Procurement of Consultancy Services  
For Preparation of the Feasibility Study and  
Environmental and Social Impact Assessment for Zarqa  
Governorate Water System Restructuring  
and Rehabilitation**

**\*\*\***

**Date: July 26<sup>th</sup>, 2009**

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# Letter of Invitation for Proposals

**Central Tender No. (67/2009)-MCC**

**Request for Proposals for Procurement of Consultancy Services for  
Preparation of the Feasibility Study and Environmental and Social Impact  
Assessment for Zarqa Governorate Water System Restructuring and Rehabilitation**

**RFP No.: QCBS-MCA-JOR-609G**

1. The Hashemite Kingdom of Jordan (“Jordan”) has been declared eligible for a poverty reduction grant from the Millennium Challenge Corporation (“MCC”), a United States Government corporation. In connection therewith, the Government of Jordan (the “Government” or “GoJ”) has proposed certain activities to be funded by MCC which, pending the successful outcome of diligence and the availability of funds, may result in a compact between the Government and MCC pursuant to which MCC would provide a five year, multimillion dollar poverty reduction grant to the Government (a “Compact”). Pursuant to Section 609(g) of the Millennium Challenge Act, as amended, MCC and the Government have signed an agreement (the “609(g) Agreement”) wherein MCC has provided the Government a grant (the “609(g) Grant”) to support Compact development and facilitate Compact implementation. Subject to the terms and conditions of the 609(g) Agreement, the Government intends to apply a portion of the 609(g) Grant 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 609(g) Agreement 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 shall derive any rights from the 609(g) Agreement or have any claim to the 609(g) Grant.
2. The goal of a Compact would be to reduce poverty in Jordan through economic growth. The Government has proposed certain activities in the water sector to be funded by a Compact.
3. The Ministry through the Government Tenders Directorate (“GTD”), now invites proposals to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference.
4. The Request for Proposal (“RFP”) has been addressed to the following short listed entities or persons (“Consultants”):

No.	Applicant Name
1	IGIP/BURGEAP/ELRD/Winner Environments (ALMUTAFAWAIQA)
2	SAFEGE
3	GHD Global Consulting Inc.
4	HYDROARCH
5	Dorch Consult Wasser und Um welt GmbH /Consuloqua Hamburg GmbH/ECO Consult / Tetra Tec
6	Kocks Consultant / Dar Al- Omran
7	Nicholas O/Dwyer Ltd/ Amman Consulting Engineering and Planning office
8	AECOM/ Engicon/ C.lotti/ IdRC
9	Mott Mac Donald / CEC
10	MWH
11	Farier Consulting Ltd
12	Ginger/ Arab Consultant Bureau
13	Roche/ Jordan River Consultancy Services
14	Dolsar.

5. Short listed Consultants may associate with other consultants, subject to the restrictions noted in the RFP, in the form of a joint venture or in a sub-consultancy agreement acceptable to the Ministry, to complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment.
6. The consultant services, and the contract expected to be awarded, are divided into the following Phases: (1) The base contract for preparing feasibility study, environmental and social impact screening, detailed designs and tender documents. (2) An option to perform the environmental and social impact assessment as will be defined in performance of the base contract.
7. A Consultant will be selected under the **QCBS**, 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](http://www.mcc.gov) .
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 held at the **Water Authority of Jordan (WAJ) Offices Seventh Floor on August 9<sup>th</sup>, 2009 at 11:00 am** local time in Jordan as specified in the RFP. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory. A Site Visit will be conducted on **August 10<sup>th</sup>, 2009 at 9:00am** starting from WAJ Offices.
10. 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 address indicated in the **PDS**. The response will be issued by the date specified in the **PDS** (including an explanation of the query, but without identifying the source of it) in the form of addenda published at GTD website [www.gtd.gov.jo](http://www.gtd.gov.jo). Consultants shall follow GTD website to download any issued addenda.
11. The closing time for receipt of Proposals is **September 3<sup>rd</sup>, 2009 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.
12. Upon receipt of this letter, please inform us in writing, or by electronic mail, at the address shown below:
  - (a) that you received the Letter of Invitation; and
  - (b) whether you will submit a Proposal alone or in association.

Yours sincerely,

**Eng. Mohammad Khaled Alhazaimeh**  
**Chairman of Central Tenders Committee**  
**Director General**

## Section 1 Instructions to Consultants

### Definitions

- (a) “609(g) Agreement” means the agreement between MCC and the Government pursuant to which MCC provides the 609(g) Grant to the Government.
- (b) “609(g) Grant” means the grant provided by MCC to the Government to develop and facilitate implementation of a Compact.
- (c) “associate” means any entity or person with whom the Consultant associates in order to provide any part of the Services.
- (d) “Compact” means a Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of the Hashemite Kingdom of Jordan that grants funds for a program of projects designed to alleviate poverty through economic growth.
- (e) “confirmation” means confirmation in writing.
- (f) “Consultant” means any entity or person that may provide or provides the Services to the Ministry under the Contract.
- (g) “Contract” means the contract proposed to be entered into between the Ministry 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.
- (h) “day” means a calendar day.
- (i) “FBS” means Fixed Budget Selection method.
- (j) “Financial Proposal” has the meaning given the term in ITC Sub-Clause 3.6.
- (k) “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 Ministry, GTD or MCA Entity personnel.
- (l) “GCC” means the General Conditions of Contract.



- (m) “Government” means the Government of the **Hashemite Kingdom of Jordan**.
- (n) “GTD” means the Government Tenders Directorate that is serving as the procurement agent for the Ministry for this procurement.
- (o) “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.
- (p) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (q) “Jordan” means the Hashemite Kingdom of Jordan.
- (r) "Key Professional Personnel" means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (s) “LCS” means Least Cost Selection method.
- (t) “MCA Entity” means the Millennium Challenge Account – Jordan, the entity to be established by the Government to act as a permitted designee under the 609(g) Agreement and the Compact. Prior to and following the establishment of **MCA-Jordan**, any references to actions taken or rights received by **MCA-Jordan** in this RFP, including in the Form of Contract, shall be taken or received by any persons tasked by the Government with the responsibility for developing the Compact on behalf of the Government.
- (u) “MCC” means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (v) “MCC Funding” means any funding from MCC including the 609(g) Grant.
- (w) “Ministry” means the Government’s Ministry of Water and Irrigation which is representing the Government in connection with this RFP. The Ministry may at some point in the future assign its rights and obligations under the Contract to MCA-Jordan.
- (x) “PDS” means the Proposal Data Sheet, in Section 2

of this RFP, used to reflect specific country and assignment conditions.

- (y) “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.
- (z) "Pre-Proposal Meeting" means the pre-proposal meeting specified in the **PDS**, if any.
- (aa) “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.
- (bb) “QBS” means Quality-Based Selection method.
- (cc) “QCBS” means Quality and Cost-Based Selection method.
- (dd) “RFP” means this Request for Proposals, including any amendments that may be made, prepared by the Government for the selection of the Consultant.
- (ee) “SCC” means the Special Conditions of Contract.
- (ff) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (gg) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (hh) “Taxes” has the meaning given the term in the 609(g) Agreement.
- (ii) “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.
- (jj) "Technical Proposal" has the meaning given the term in ITC Sub-Clause 3.4.
- (kk) “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 Ministry and the Consultant, and expected results and deliverables of the assignment.

1. Introduction
  - 1.1 The Ministry 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 Ministry 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 Ministry 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 Ministry 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 Government requires that Consultants provide professional, objective, and impartial advice and at all times hold the Government'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 Government 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 Government 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

Conflicting  
Relationships

the assignment in question.

- (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 an employee of the Government, or with the Procurement Agent or Fiscal Agent (as defined in the 609(g) Agreement) hired by the Government 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 Government, 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 current employee of the Ministry, GTD or the MCA Entity shall work as, or on behalf of, any Consultant.
  - 1.8.4 No current employees of the Government shall work as, or on behalf of, Consultants or as Personnel under their own ministries, departments or agencies.
  - 1.8.5 Recruiting former Government employees to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
  - 1.8.6 Subject to ITC Sub-Clause 1.8.4, 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 Ministry 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 Ministry within a period of less than twelve (12) months of the date of this RFP, it must obtain a “no-objection” from the Ministry 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 Ministry 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 Government 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 Ministry:

- (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 Ministry, 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 Ministry 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 Ministry 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 Ministry 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](http://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, 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](http://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.

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.

Eligibility of Government-owned Entities

1.10.5 Government-owned entities in Jordan shall be eligible to be Consultants only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not a dependent agency of the Ministry. As an exception to these eligibility requirements for Government-owned entities, Government-owned universities or research centers are eligible to be Consultants.

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).



Section 1: Instructions to Consultants

- 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 Ministry will make its best effort to complete negotiations within this period. Should the need arise, however, the Ministry 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; Terms and Conditions
- 1.15 MCC and the Government have entered into the 609(g) Agreement to help facilitate poverty reduction through economic growth in Jordan. The Government, acting through the Ministry, intends to apply a portion of the 609(g) Grant to eligible payments under the Contract. Payments under the Contract will be subject, in all respects, to the terms and conditions of the 609(g) Agreement and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government shall derive any rights from the 609(g) Agreement or have any claim to the 609(g) Grant. The 609(g) Agreement and its related documents are available at [www.mcc.gov](http://www.mcc.gov)
2. Clarification and Amendment of RFP
- 2.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the

Document

**PDS** before the Proposal submission date. Any request for clarification must be sent in writing or by email or fax to the Ministry at the address indicated in the **PDS**. The Ministry will issue the response by the date specified in the **PDS** (including an explanation of the query, but without identifying the source of it) in the form of addenda published at GTD website [www.gtd.gov.jo](http://www.gtd.gov.jo). Consultants shall follow GTD website to download any issued addenda.

- 2.2 Should the Ministry 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 Ministry 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 2.1, 2.2 or 2.3 shall (a) become a part of the RFP and (b) be published following the procedure set under ITC Sub-Clause 2.1..
- 2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, the Ministry 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 Ministry, shall be written in the English.
- 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 short listing 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 short listing of Consultants, if a short listed 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-short listed Consultant(s), or (b) short listed Consultant(s) if so indicated in the **PDS**. A short listed Consultant must first obtain the approval of the Ministry if it wishes to enter into a joint venture with non-short listed or short listed Consultant(s). In case of association with non-short listed Consultant(s), the short listed 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 Ministry. 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 Ministry (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. A description of the Environmental and Social Assessment Team by area of expertise and qualifications either by name with CV's attached or by statement of minimum qualification requirements. (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 609(g) Agreement, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes (as defined in the 609(g) Agreement) 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 Ministry 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 Ministry 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, Before September 3<sup>rd</sup>, 2009 at 12:00 noon local time in Jordan"** as indicated in the **PDS**. The Ministry 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 Ministry 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 Ministry after the deadline for submission shall be declared late, rejected and returned unopened to the Consultant.

4.6 The Ministry 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 Ministry 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

Ministry on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence the Ministry 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 Ministry 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 Ministry 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 Ministry 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 Ministry 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 Ministry. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the Ministry 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 Ministry 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 Ministry 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) work plan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.

The Ministry 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 Ministry to ensure satisfactory implementation of the assignment.

The Ministry shall prepare minutes of negotiations which will be signed by the Ministry 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 Ministry 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 Ministry expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal. Before Contract negotiations, the Ministry will require assurances that the proposed Key Professional Personnel will be actually available.

During Contract negotiations, the Ministry 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 Ministry and the Consultant will initial the agreed Contract. If negotiations fail, the Ministry 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 Ministry 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 Ministry 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 Ministry's and MCC's antifraud and corruption policies.
9. Bid Challenge System
- 9.1 The Ministry shall entertain a complaint from any Consultant that claims to have suffered or that may suffer, loss or injury due to a breach of duty by the Ministry in the conduct of this selection process. Any complaint shall be submitted in writing (may be in electronic form) to the Ministry within 5 working days of when the Consultant submitting the complaint became aware, or should have become aware, of the circumstances giving rise to the complaint. Unless the complaint is resolved by mutual agreement, the Ministry shall, within 15 days after submission of the complaint, issue a written decision stating the reasons for the decision and, if the complaint is upheld in whole or in part, indicating the corrective measures that are to be taken. The complaint shall be addressed to the following address:

**Ministry of Public Works and Housing**

**Government Tenders Directorate**

**King Abdullah II Circle/ King Abdullah II Street**

**Tel: 00 962 6 585 8311/ 12/ 13/ 14**

**Fax: 00 962 6 585 7583 / 585 7639**

**P.O Box 1220, Amman 11118 Jordan**

**Website: [www.gtd.gov.jo](http://www.gtd.gov.jo)**

**Email : [w-biddings@gtd.gov.jo](mailto:w-biddings@gtd.gov.jo)**

A Consultant may seek review by MCC only after it has exhausted all remedies with the Ministry. MCC's review will be limited to complaints that the Ministry failed to entertain its complaint, or failed to issue a written decision on the complaint, or claims that the Ministry violated the procurement rules governing this RFP and procurement.

The appeal to MCC must be received in writing (may be in electronic form) within 5 working days of the date the Consultant learned or should have learned of an adverse decision by the Ministry or other basis of appeal to MCC. The appeal shall be addressed to the following address:

Millennium Challenge Corporation  
Attention: Vice President for Compact Development  
(copy to the Vice President and General Counsel)  
875 Fifteenth Street, N.W.  
Washington, DC 20005  
United States of America  
Fax: (202) 521-3700  
Email: VPDevelopment@mcc.gov  
VPGeneralCounsel@mcc.gov

10. Grant  
    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 binding obligations on 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

## Section 2 Proposal Data Sheet

ITC 1.1	The method of selection is the <b>QCBS</b> method.
ITC 1.3	<p>The Name of the assignment is:</p> <p><b>Preparation of the Feasibility Study and Environmental and Social Impact Assessment for Zarqa Governorate Water System Restructuring and Rehabilitation.</b></p>
ITC 1.4	<p>A pre-Proposal meeting will be held at the <b>Water Authority of Jordan (WAJ) Offices Seventh Floor on August 9<sup>th</sup>, 2009 at 11:00am</b> local time in Jordan as specified in the RFP. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory. A Site Visit will be conducted on <b>August 10<sup>th</sup>, 2009 at 9:00am</b> starting from WAJ Offices.</p>
ITC 1.5	<p>The Ministry will provide the following inputs and facilities: The reports, maps and materials listed in the Terms of Reference. The materials are available for review by the short listed Consultants or their authorized representatives at the Data Room located in the Water Authority of Jordan (WAJ) Offices Eighth Floor.</p>
ITC 1.14	<p>Proposals must remain valid for ninety (<b>90</b>) days after the deadline for the submission of Proposals specified in <b>PDS ITC 4.5</b>.</p>
ITC 2.1	<p>Clarifications may be requested by e-mail not later than <b>15</b> days before the deadline for submission of the Proposals, so that responses can be issued not later than <b>5</b> days prior to the deadline for submission of Proposals.</p> <p>The address for requesting clarifications is:</p> <p><b><u>Att.: The Procurement Agent Address:</u></b>  <b><u>Ministry of Public Works and Housing</u></b>  <b><u>Government Tenders Directorate</u></b>  <b><u>King Abdullah II Circle/ King Abdullah II Street</u></b>  <b><u>Tel: 00 962 6 585 8311/ 12/ 13/ 14</u></b>  <b><u>Fax: 00 962 6 585 7583 / 585 7639</u></b>  <b><u>P.O.Box 1220, Amman 11118 Jordan</u></b>  <b><u>Website: <a href="http://www.gtd.gov.jo">www.gtd.gov.jo</a></u></b>  <b><u>Email : <a href="mailto:w-biddings@gtd.gov.jo">w-biddings@gtd.gov.jo</a></u></b></p>
ITC 3.1	<p>Technical and Financial Proposals shall be submitted in <b>English</b>.</p>

ITC 3.3 (a)	Short listed Consultants <b>may not</b> associate with other short listed Consultants.
ITC 3.3(b)	The estimated total number of person-months for Key Professional Personnel for the assignment by labor category is:  <b>To be proposed by the Consultant.</b>
ITC 3.4(g)	Training <b>is</b> a specific component of this assignment.
ITC 3.6	Per diem and in-country travel will be included in the total price of financial proposal in form FIN-2.  FIN-5 “Evaluated Price of Options for Environmental and Social Assessment” must be completed and included in the Financial Proposal. A proposal that does not include unit prices as required in FIN-5 shall be rejected. Note that the quantities set out in FIN-5 are indicative only and solely for purpose of evaluating and comparing the Financial Proposals. The quantities will be fixed when the option is exercised after the required level of analysis is determined.
ITC 3.8	Consultants must submit Financial Proposals in: <b>either USD or JD at the discretion of the Consultant.</b> No other currency is allowed. No combination of currencies is allowed.
ITC 4.2	Written Power of Attorney, or equivalent, is required.
ITC 4.3	A Consultant must submit <b>1</b> original and <b>4</b> copies of both the Technical Proposal and the Financial Proposal, in the language(s) specified in <b>PDS</b> ITC 3.1.
ITC 4.4	The address for the submission of Proposals is:  <b><u>Ministry of Public Works and Housing</u></b> <b><u>Government Tenders Directorate</u></b> <b><u>King Abdullah II Circle (Formerly the 8<sup>th</sup> Circle) / King Abdullah II Street</u></b> <b><u>Tel: 00 962 6 585 8311/ 12/ 13/ 14</u></b> <b><u>Fax: 00 962 6 585 7583 / 585 7639</u></b> <b><u>P.O Box 1220, Amman 11118 Jordan</u></b> <b><u>Website: <a href="http://www.gtd.gov.jo">www.gtd.gov.jo</a></u></b> <b><u>Email : <a href="mailto:w-biddings@gtd.gov.jo">w-biddings@gtd.gov.jo</a></u></b>
ITC 4.5	Proposals must be submitted no later than <b>September 3<sup>rd</sup>, 2009 at 12:00noon</b> local time in Jordan.

ITC 4.6	Technical Proposals <b>will</b> be opened publicly; Consultant s representatives can attend the opening session or follow up the opening session transmitted directly via audio/video at GTD official website mentioned above.
ITC 5.2	The minimum technical score St required to pass is <b>80</b> out of <b>100</b> possible points. Also, the minimum technical required to pass Evaluation Criterion 4, Environmental and Social Assessment is <b>20</b> out of <b>30</b> possible points. Any proposal not attaining the <b>minimum total score of 80 and the minimum score for Evaluation Criterion 4 of 20 shall be rejected.</b>
ITC 5.6	<p>The single currency for price conversions is <b>USD</b> for the purposes of evaluation.</p> <p>The source of official selling rates for evaluation purposes is: <b>The Central Bank of Jordan.</b></p> <p>The date of the exchange rate for evaluation purposes is the date <b>15 days</b> prior to the deadline for submission of the Proposal.</p>
ITC 5.9	<p><u>The criteria for post-qualification requirements are:</u></p> <p><b><u>The same of that of pre-qualification.</u></b></p>
ITC 6.1	The expected date for Contract negotiations is <b>10</b> days after the opening of the Financial Proposals and will be held at the <b>Ministry of Public Works and Housing (the same address for submission of proposals).</b>
ITC 7.2	The date for commencement of the Services is <b>7 days</b> after the effective date of the Contract and the location is <b>Amman or Zarqa Governorates.</b>



## 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 (consistent with the expression of interest). 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 (consistent with the expression of interest).

### 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 Capability to perform economic analysis. The Consultant must demonstrate in its Technical Proposal an acceptable approach and methodology for performing the services defined in sub-tasks 5.2 and 5.3 of the ToR and must demonstrate its capacity for successful performance of these tasks. Failure to satisfy these requirements may be considered a material deficiency and the basis for rejecting the Consultant's proposal without further consideration.**

**3.5 Capability to perform environment and social assessment. The Consultant must demonstrate in its Technical Proposal an acceptable approach and methodology for performing the services defined in tasks 3 and 7 of the ToR and must demonstrate its capacity for successful performance of these tasks. Failure to satisfy these requirements may be considered a material deficiency and the basis for rejecting the Consultant's proposal without further consideration.**

### 3.6 Evaluation Criteria.

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 5.2	Criteria, sub-criteria	Points
	<b>1. Organizational Capability and Experience of the Consultant</b>	<b>20</b>
	- Organizational depth and capability	
	- Relevant experience in the execution of projects of a similar nature, including the technical nature, complexity, duration and value of the relevant contracts, as well as works in hand and contractually committed provided in Form TECH-4. <u>(The evidence of experience</u>	

	<p><u>should include successful experience as the prime consultant in the execution of at least 2 projects of a similar nature and complexity during the last 5 years.)</u></p> <p>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 Ministry’s evaluation of the Consultant’s Technical Proposal.</p> <p>The Ministry reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance.</p>	
<b>ITC 5.2</b>	<b>Criteria, sub-criteria</b>	<b>Points</b>
	- Specific experience in the following: Preparation of feasibility studies, master plans, hydraulic analyses, preliminary designs and tender documents on a Design, Build basis.	
	<b>2. Approach, Methodology and Work Plan</b>	<b>20</b>
	- Proposed approach and methodology	
	- Proposed work plan	
	- Proposed project organization and staffing - Extent to which the Proposal provides a clear, logical and appropriate staffing pattern with responsibilities among different staff positions adequately defined.	
	- Proposed approach in integrating the engineering tasks with the environmental and social tasks.	
	<b>3. Key Professional Personnel Qualifications for the Assignment</b>	<b>30</b>
	- Project Manager	
	- Design Engineer	
	- Hydraulic Analyst	
	- Cost Estimator	
	- Senior Environmental Specialist (EIA Project Lead)	
	- Project Economist	
	Each will be evaluated to the extent to which he/she meets and exceeds the requirements established in the Terms of Reference and the extent to which the qualifications of each individual satisfies the tasks assigned in the methodology and reflects an understanding of the services required. The evaluation will be based upon the information set out in the CV for each of the individuals (which shall include explicit signed consent of each individual) and upon information from references for each individual proposed. The Ministry reserves the right to contact the references in the CV as well as other sources to check references and past performance.	

	<b>4. Environmental and Social Assessment</b>	<b>30</b>
	- Organizational capacity and experience of consultant in preparing environmental and social impact assessments, environmental management plans, and resettlement action plans for water/wastewater projects of similar nature, including but not limited to issues concerning public health and safety, water resource management, cultural resources, gender, and preparing resettlement plans according to World Bank Operational Policy 4.12	
	- Proposed approach and methodology for conducting preliminary environmental and social assessment and detailed environmental and social impact assessment. Includes consideration of proposed work plan.	
	- Staffing plan: -Extent to which proposed staffing plan reflects an understanding of the services required and the anticipated issues to be addressed -Extent to which the collective qualifications of the proposed environmental and social assessment team reflects the range of minimum technical expertise required to perform the services, as stated in the terms of reference.	
	<b>The minimum technical score for Criteria 4</b>	<b>20</b>
	<b>Total possible technical score St</b>	<b>100</b>
	<b>The minimum total technical score St required to pass is</b>	<b>80</b>
<b>ITC 5.7</b>	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: $T = 75\%$ and $F = 25\%$	

## 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.

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].<sup>1</sup>**

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 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,

---

<sup>1</sup> [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. Either (a) Joint Venture or Association Agreements or (b) a declaration of intention to associate or form a joint venture, as applicable (but without showing any Financial Proposal information). A sample form of such a declaration applicable to joint ventures has been included for the convenience of short listed bidders. These documents shall be consistent with the expression of interest.

### **Declaration of Joint Venture**

**The Chairman of the Central Tenders Committee  
Government Tenders Directorate  
Ministry of Public Works and Housings  
King Abdullah II Circle, King Abdullah II Street  
Amman – Jordan.**

The undersigned of this declaration are by means of attached Powers of Attorney, legally authorized to act, with regard to Consultant Services for Preparation of the Feasibility Study and Environmental and Social Impact Assessment for Zarqa Governorate Water System Restructuring and Rehabilitation, Central Tender 67/2009 and on behalf of our organizations.

**We hereby declare:**

1. That we will execute a Joint Venture Agreement in case that a Contract for the Consultant Services for Preparation of the Feasibility Study and Environmental and Social Impact Assessment for Zarqa Governorate Water System Restructuring and rehabilitation, Central Tender 67/2009 is awarded to our Joint Venture.
2. We have nominated ..... as the Sponsor Firm of the Joint Venture for the purpose of this Bid;
3. We authorized Mr. .... to act as the Bidder's Representative in the name and on behalf of our Joint Venture.

4. That we as partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
5. That this Joint Venture has been constituted for the purpose of the execution of the Consultancy Services for Preparation of the Feasibility Study and Environmental and Social Impact Assessment for Zarqa Governorate Water System Restructuring and Rehabilitation, Central Tender 67/2009 under this Contract;

6. Name and positions of the Joint Venture Representatives:

1. Name:  
Position:  
Date:  
Representative of:  
Address:

**Signature:** .....

2. Name:  
Position:  
Date:  
Representative of:  
Address:

**Signature:** .....

3. Name:  
Position:  
Date:  
Representative of:  
Address:

**Signature:** .....

## 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 an association or a joint venture (consistent with the expression of interest), all parties of the association or 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 association or joint venture, greatest to least.

Additionally, the following financial data form shall be filled out for the Consultant and all named associates. The Ministry 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)
<b>Information from Balance Sheet</b>			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
<b>Information from Income Statement</b>			
(5) Total Revenue (TR)			



Section 4A: Technical Proposal Forms

(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

[Provide information on current or past litigation or arbitration separately for each party of the association or joint venture over the last five (5) years as shown in the form below.]

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

<b>Litigation and Arbitration During Last Five (5) Years</b>		
<b>(separately for each parties of the association or joint venture)</b>		
Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent

### **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 home-office project director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form TECH-11).

**Maximum 5 pages**, not counting the CV of home-office project director]

### 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 Ministry reserves the right to contact other sources as well as to check references and past performance.<sup>2</sup> For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.

**Maximum 3 pages**

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<sup>2</sup> 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](http://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 clear 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. Tenderers shall refrain from long explanations in the style of a text book.

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 Ministry), 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. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work and Deliverables Schedule of Form TECH-10.
- (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. The staffing plan for the ESA tasks should include key qualifications for the proposed staff as defined in form TECH-8. Note that these features of the technical proposal will be evaluated under criterion 4.

**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 Ministry 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 Ministry.]

### Form TECH-8. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Experts	Position Assigned	Task Assigned
		Project Manager		
		Design Engineer		
		Hydraulic Analyst		
		Cost Estimator		
		Senior Environmental Specialist (EIA Project Lead)		
		Project Economist		

Environmental and Social Assessment Team(non Key Professional Personnel)				
<i>Provide name of individual with CV or list minimum qualification requirements of individual that Consultant commits to provide.</i>				
Name of Staff	Organization	Experts	Position Assigned	Task Assigned
		Social expert (including gender experience)		
		Resettlement and land acquisition		
		Cultural resources;		
		Flora and Fauna;		
		Public/environmental health;		
		Water resource management;		

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		Public consultation;		
		(any other as may be proposed by Consultant)		



### Form TECH-9. Staffing Schedule

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

	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 Ministry 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.]

### Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel

1. Proposed Position	[only one candidate shall be nominated for each position]		
2. Name of Firm	[Insert name of firm proposing the staff]		
3. Name of Personnel	[Insert full name]		
4. Date of Birth	[Insert birth date]	Nationality	[Insert nationality]
5. Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].		
6. Membership in Professional Associations			
7. Other Training	[Indicate appropriate postgraduate and other training]		
8. Countries of Work Experience	[List countries where staff has worked in the last ten years]		
9. Languages	[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]		
	Language	Speaking	Reading
10. Employment Record	[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]		
	From [year]:		To [year]:
	Employer:		
	Position(s) held:		
11. Detailed Tasks Assigned	[List all tasks to be performed under this assignment]		
12. Work undertaken that best illustrates capability to handle the tasks assigned:	[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]		
	Name of assignment or project:		
	Year:		
	Location:		
	Client:		
	Main project features:		
	Position held:		
	Activities performed:		

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 Ministry 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 including the option periods.

Signature of Key Professional Personnel			
<p>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.</p> <p>“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.”</p>			
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

FIN-5 Evaluated Price of Option for Environmental and Social Assessment

**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.

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)]<sup>3</sup> 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:<sup>4</sup>

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

\_\_\_\_\_

<sup>3</sup> Amount must coincide with the ones indicated under total price of Form FIN-2.

<sup>4</sup> 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	
	US\$	[Local Currency]
Base Contract (Lump Sum Contract Price)		
Option (Total Evaluated Price for ESA Option from <b>FIN-5</b> )		
Total Price of Financial Proposal		

1. Such total price for the Base Contract and for the Option 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. The total evaluated price of the Option must coincide with the total set out in Form FIN-5. The Option will be evaluated at 100% of the total evaluated price.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, and 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 Ministry 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 <sup>2</sup>	Description <sup>3</sup>	
	Price <sup>4</sup>	
	US\$	Local currency
Total		

1. Form FIN-3 shall be completed for the whole assignment of the Base Contract and the Option. 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 (phase) 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, and 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 Ministry.]

Name <sup>2</sup>	Position <sup>3</sup>	Person-Month Fully Loaded Rate <sup>4</sup>		
			US\$	[Local Currency]
Foreign Staff		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 except for the personnel listed in Form FIN-5.
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.

**Form FIN-5.****Evaluated Price of the Option for Environmental and Social Assessment**

Re: Preparation of the Feasibility Study and Environmental and Social Impact Assessment For  
Zarqa Governorate Water System Restructuring and Rehabilitation

**RFP Ref: QCBS-MCA-JOR-609G**

[Information to be provided in this form shall be used in two ways. First, the information shall be used to establish the evaluated price of the Option to be included in the Consultant's financial proposal. Second, the unit prices that are provided by the Consultant in this form shall be the bases for calculating the total price of the Option when exercised after the required level of analysis is determined.]

Staff Position	Person-Daily Rate (Fully Loaded Rate) <sup>5</sup>		Indicative number of days	Total
<b>International Experts</b>		US\$		
Senior Environmental Specialist (EIA Project Lead)	Home		<b>30</b>	
	Field		<b>130</b>	
Social Scientist/Gender Specialist	Home		<b>20</b>	
	Field		<b>40</b>	
Resettlement and land acquisition expert	Home		<b>20</b>	
	Field		<b>40</b>	
Public/environmental health expert	Home		<b>20</b>	
	Field		<b>20</b>	
<b>Local Experts</b>				
Water resource management expert;	Home			
	Field		<b>40</b>	
Public consultation specialist	Home			
	Field		<b>40</b>	

<sup>5</sup> Indicate separately person-daily 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).  
See PDS 3.6 regarding travel-related expenses.

Section 4B: Financial Proposal Forms

Cultural Resources Expert/ Archeologist	Home			
	Field		<b>40</b>	
	Field		<b>30</b>	
Technical Support (field work, AutoCad, GIS, other)	Home		<b>40</b>	
Administrative Support (report production, etc.)	Home		<b>20</b>	
	Field		<b>20</b>	
Flora and Fauna Specialist	Home			
	Field		<b>30</b>	

## **Section 5      Contract Forms**

**Contract No:**

**Contract for Consultant's Services**

**Lump-Sum**

**For the provision of**

**Preparation of the Feasibility Study and  
Environmental and Social Impact Assessment for Zarqa Governorate  
Water System Restructuring and Rehabilitation**

between

**The Ministry of Water and Irrigation, on behalf of the Government of the  
Hashemite Kingdom of Jordan**

and

**[name of Consultant]**

Dated:

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## I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **the Ministry of Water and Irrigation (the “Ministry”), on behalf of the Government of the Hashemite Kingdom of Jordan** (the “Government”), 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 **the Ministry of Water and Irrigation (the “Ministry”), on behalf of the Government of the Hashemite Kingdom of Jordan** (the “Government”), 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 Ministry 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 have entered into a Grant and Implementation Agreement on June 4, 2009 (the “609(g) Agreement”) that sets forth the general terms and conditions on which MCC will provide funding not to exceed thirteen million three hundred forty thousand (US\$13,340,000) (the “609(g) Grant”) under the authority of Section 609(g) of the Millennium Challenge Act of 2003, as amended (the “Act”). The Government, acting through the Ministry, intends to apply a portion of this 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 609(g) Agreement and related documents, including restrictions on the use, and conditions to disbursement, of the 609(g) Grant. No party other than the Government shall derive any rights from the 609(g) Agreement or have any claim to the 609(g) Grant; and
- (b) The Ministry 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 Ministry 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 Ministry to the Consultant as set forth in this Contract, the Consultant hereby covenants with the Ministry to perform the Services in conformity in all respects with the provisions of this Contract.

2. Subject to the terms of this Contract, the Ministry 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 Jordan as of the day, month and year first indicated above.

For the Ministry of Water and Irrigation:

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]**

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**[Authorized Representative]**

**[name of member]**

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**[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 609(g) Agreement or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “609(g) Agreement” has the meaning given the term in the recital clauses to this Contract.
- (b) “609(g) Grant” has the meaning given the term in the recital clauses to this Contract.
- (c) “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.
- (d) “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.
- (e) “collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of the Ministry, designed to establish prices at artificial, noncompetitive levels or to otherwise deprive the Ministry of the benefits of free and open competition.
- (f) “Consultant” has the meaning given the term in the initial paragraph to this Contract.
- (g) “Contract” means this agreement entered into between the Ministry 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.
- (h) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6.
- (i) “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 Ministry 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.

- (j) “Effective Date” has the meaning given the term in GCC Clause 2.2.
- (k) "Force Majeure" has the meaning given the term in GCC Clause 2.5.
- (l) "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.
- (m) “GCC” means these General Conditions of Contract.
- (n) “Government” has the meaning given the term in the recital clauses to this Contract.
- (o) "Key Professional Personnel" means the Personnel listed in Appendix C to this Contract.
- (p) “Local Currency” means **Jordanian Dinar or "JD"**.
- (q) "MCA Entity" means the Millennium Challenge Account, the entity to be established by the Government to act as a permitted designee under the 609(g) Agreement and the Compact. Prior to and following the establishment of **MCA-Jordan**, any references to actions taken or rights received by **MCA-Jordan** in this RFP, including in the Form of Contract, shall be taken or received by any persons tasked by the Government with the responsibility for developing the Compact on behalf of the Government.
- (r) “MCC” has the meaning given the term in the recital clauses to this Contract.
- (s) “MCC Funding” means any funding from MCC including the 609(g) Grant.
- (t) “Member” means any of the entities that make up a joint venture or other association; and “Members” means all

these entities.

- (u) “Ministry” has the meaning given the term in the initial paragraph.
- (v) “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 609(g) Agreement and related agreements.
- (w) “Party” means the Ministry or the Consultant, as the case may be, and “Parties” means both of them.
- (x) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof.
- (y) “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.
- (z) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (aa) “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Appendix A to this Contract.
- (bb) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (cc) “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%).
- (dd) “Tax” and “Taxes” have the meanings given the terms in the 609(g) Agreement or related agreement.

- (ee) “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 Ministry 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
- i. 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.
  - i. 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 i. 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 Ministry may approve.
- 1.8 Authority of Member in Charge i. 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 Ministry under this Contract, including without limitation the receiving of instructions and payments from the Ministry.
- 1.9 Authorized Representatives i. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Ministry 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 609(g) Agreement or another agreement related to the 609(g) Agreement, available in English at [www.mca-jordan.gov.jo](http://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 Ministry 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 Ministry 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 Ministry if such customs duties and Taxes were paid by the Ministry 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 Ministry 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 609(g) Agreement or a related agreement, the Consultant shall promptly notify the Ministry (or such agent or representative designated by the Ministry) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the Ministry, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- (f) The Ministry 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 609(g) Agreement or related agreements. If the Ministry 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

- (a) MCC requires that the Government 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

- (b) MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of the Government, 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 Ministry, the Consultant or such other beneficiary having taken timely

and appropriate action satisfactory to MCC to remedy the situation.

- (c) MCC and the Ministry 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.
- (d) The Ministry may terminate (and MCC may cause the Ministry 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.

1.14 Assignment

The Consultant may not assign in whole or in part its obligations under this Contract except with the prior written consent of the Ministry and MCC. The Ministry may assign in whole or in part this contract to the MCA Entity without the prior written consent of the Consultant.

**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
- i. 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.
  - i. In cases of Substantial Modifications, the prior written consent of MCC is required.
- 2.5 Force Majeure Definition
- i. 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
- i. 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

7. 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.
  - i. 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.
  - i. 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.
  - i. 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 Ministry, 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 Ministry 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.
  - i. 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 Ministry 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 Ministry

- i. Without prejudice to any other remedies that may be available to it for breach of this Contract, the Ministry 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 Ministry may suspend this Contract.
  - (a) If the Consultant, in the judgment of the Ministry 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 Ministry. 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 Ministry) or on such later date as may be specified by the Ministry.
  - (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 Ministry in such notice of termination.
  - (d) If the Consultant (or any Member or Sub-Contractor), in the judgment of the Ministry 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 Ministry.
- (f) If the Ministry, 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 Ministry.
- (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 Ministry.
- (h) If the 609(g) Agreement expires, is suspended or terminates in whole or in part in accordance with the terms of the 609(g) Agreement. 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 Ministry 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 Ministry during the period of the suspension.

By the Consultant

- i. The Consultant may terminate this Contract, upon written notice to the Ministry 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 Ministry 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 Ministry 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 Ministry 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 deliver of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the 609(g) Agreement within one hundred and twenty (120) days after the Consultant gives notice to the Ministry 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

- i. Upon termination of this Contract pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the Ministry 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 Ministry 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

- i. 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 Ministry, 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

- i. 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 Ministry, and shall at all times support and safeguard the Ministry's legitimate interests in any dealings with Sub-Consultants or third parties.

##### Law Governing Services

- i. 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

- i. The Consultant shall hold the Government'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.

- i. 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.
- i. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Ministry 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](http://www.mcc.gov) and shall at all times exercise such responsibility in the best interest of the Government. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Ministry.

Consultant and  
Affiliates  
Not to Engage  
in Certain Activities

- i. 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.

- Prohibition of  
Conflicting  
Activities
- i. 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
- Confidential  
Information
- c. Except with the prior written consent of the Ministry, 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.
- Rights of Use
- c. 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 Ministry, 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 Government 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 shall extend only so far as may be necessary for purposes of such performance.
- i. 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 Ministry, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.
- i. Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of the Ministry and shall be returned (including, except as provided in GCC Sub-Clause 3.4, all the copies) to the Ministry on completion of the Consultant's performance under this Contract.

- 3.4 Documents Prepared by the Consultant to be the Property of the Ministry
- 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 Ministry, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Ministry, 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 Ministry. 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 Ministry's prior written approval to such agreements, and the Ministry 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 Ministry, insurance against the risks, and for the coverage specified in the SCC and in Appendix G, and (b) at the Ministry's request, shall provide evidence to the Ministry 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 Ministry 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 Ministry such



other reports, documents and information as may be requested by the Ministry from time to time. Final reports shall be delivered in an electronic form specified by the Ministry in addition to the hard copies specified in Appendices B and G. The Consultant consents to the Ministry'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 Ministry'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 Ministry'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 Ministry'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 Ministry to be incompetent or incapable in discharging assigned duties, the Ministry may require that the Consultant provide a replacement, with qualifications and experience acceptable to the Ministry, 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  
Ministry

Equipment, vehicles and materials made available to the Consultant by the Ministry, or purchased by the Consultant wholly or partly with funds provided by the Ministry, shall be the property of the Ministry and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Ministry an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Ministry's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Ministry 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 Ministry, 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
- i. 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 Ministry.
  - i. 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 Ministry for review and approval a copy of their Curricula Vitae (CVs).
  - i. 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 Ministry 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 Ministry of any such adjustments. Any other adjustments shall only be made with the Ministry's prior written approval.
  - i. 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 Ministry 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.
- i. 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.
  - i. 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
- i. Except as the Ministry 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.
  - i. If the Ministry (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 Ministry'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 Ministry.
  - ii. 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 Ministry, shall take charge of the performance of such Services.

## **5. Obligations of the Ministry**

### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SCC, the Ministry 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 Ministry 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 Ministry 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 Ministry i. The Ministry 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.
- i. 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 Ministry shall make to the Consultant payments in the manner provided in GCC Clause 6.
- 5.6 Counterpart Personnel i. The Ministry shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Ministry with the Consultant's advice, if specified in Appendix F.
- v. If counterpart personnel are not provided by the Ministry to the Consultant as and when specified in Appendix F, the Ministry 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 Ministry to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.
- v. Professional and support counterpart personnel, excluding the Ministry'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 Ministry 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.
- 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 Ministry specifying the amount. In all cases, invoices shall be delivered to the Ministry 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 Ministry. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the Ministry of a valid and proper invoice or the date of the Ministry'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 Ministry.
- 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 Ministry 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. Conditionalities**

- 9.1 Required Provisions                For the avoidance of doubt, the Parties agree and understand that the provisions set forth in 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.

<b>III. Special Conditions of Contract</b>	
	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: <b>Yes</b> .
GCC 1.6.1	<p>The addresses for serving notices under this Contract are:</p> <p><u>For the Ministry:</u>  <b><u>Ministry of Water and Irrigation/ MWI</u></b>  <b><u>Water Authority of Jordan / WAJ</u></b>  <b><u>P.O.Box:5012 Amman 11181 Jordan</u></b>  <b><u>Fax: +962 6 5679143</u></b></p> <p><u>For the Consultant:</u></p>
GCC 1.8	<p>The Member in charge is <b>[insert name of member]</b></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 Ministry:</u>  <b><u>[full legal name of the appropriate entity]</u></b>  <b><u>[Attention]</u></b>  <b><u>[Name of the appropriate representative]</u></b>  <u>Address :</u>  <u>Email :</u></p> <p><u>For the Consultant:</u></p>



GCC 2.1	<p>This Contract shall enter into force on the date of signing of the Contract by both parties.</p> <p>OR</p> <p>This Contract shall enter into force on <b>[insert date]</b>.</p>
GCC 2.2	The Effective Date shall be <b>[insert date]</b> .
GCC 2.3	The Contract shall expire on <b>[insert date]</b> .
GCC 3.6	<p>The risks and the minimum coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(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 <b>[100,000 USD]</b>;</li> <li>(b) third party liability insurance, with a minimum coverage of <b>[50,000 USD]</b>;</li> <li>(c) professional liability insurance, with a minimum coverage of <b>[250,000 USD]</b>;</li> <li>(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</li> <li>(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.</li> </ul>
GCC 4.2.3	Written notification to the Ministry of adjustments <b>is</b> required.
GCC 4.5	A resident project manager <b>shall</b> be required for the duration of this Contract.
GCC 6.1	<p>The amount of the lump sum fixed price contract is <b>XXXXX [US Dollars] OR XXXXX [JD]</b> (the “Contract Price”).</p> <p>The account is:</p> <p><b>[insert account number]</b></p> <p>Payments for the deliverables shall be made according to the schedule of percentages of the amounts included in the Contract.</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 <a href="http://www.federalreserve.gov/fomc/funds/rate.htm">www.federalreserve.gov/fomc/funds/rate.htm</a> .

<p>GCC 8.2</p>	<p>All disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>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"> <li>(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 <b>International Chamber of Commerce (ICC)</b> 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, <b>International Chamber of Commerce (ICC)</b> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Ministry 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 <b>International Chamber of Commerce (ICC)</b> .</li> <li>(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 <b>International Chamber of Commerce (ICC)</b> 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.</li> </ol> </li> <li>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.</li> <li>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.</li> </ol>
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	<p>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 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 <b>or of the home country of any of their Members or Parties</b> or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties]; or</li> <li>(b) the country in which the Consultant’s <b>or any of their Members’ or Parties’</b> principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant’s <b>or of any Members’ or Parties’</b> shareholders; or</li> <li>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<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"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <b>Jordan</b>;</li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(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.</li> </ul>
	<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 Ministry, etc.

Refer to Section 6 (ToR).

## **Appendix B - Reporting Requirements**

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

Refer to Section 6 (ToR).

## **Appendix C - Key Professional Personnel, Environmental and Social Assessment Personnel, and Sub-Consultants**

**Note:** List under: (Refer to Section 6 (ToR)).

- C-1 Titles [**and names, if already available**], 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 Same as C-1 for foreign Key Professional Personnel to be assigned to work outside Jordan.
- C-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for local Key Professional Personnel.
- C-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Sub-Clause 4.3 (if applicable)
- C-6 Names or minimum qualification requirements of individual Environmental and Social Assessment Personnel

## **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 F - Services and Facilities to be Provided by the Ministry**

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

Refer to Section 6 (ToR).

## **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 609(g) Agreement or related agreements.

The Government intends to apply a portion of the 609(g) Grant to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of Ministry and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the 609(g) Agreement or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the 609(g) Agreement, and (d) no party other than the Government shall derive any rights from the 609(g) Agreement 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. 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 609(g) Agreement and other related 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 609(g) Agreement or other related 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 Ministry, 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 Ministry, 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 609(g) Agreement 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](http://www.mcc.gov/guidance/compact/funding_limitations.pdf)].<sup>6</sup>

## **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 609(g) Agreement and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at [www.mcc.gov](http://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 Ministry. 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](http://www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf)].<sup>7</sup>

## **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 Ministry in the manner and to the extent required by the 609(g) Agreement or related documents and as may be reasonably requested by the Ministry from time to time in order to comply with its reporting requirements arising under the 609(g) Agreement 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 609(g) Agreement 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 609(g) Agreement. 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](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)].<sup>8</sup>

2. Access; Audits and Reviews. Upon MCC's request, the Consultant shall permit such access, audits, reviews and evaluations as provided in the 609(g) Agreement or related documents. The provisions of the 609(g) Agreement that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the 609(g) Agreement. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at

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

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

<sup>8</sup> Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

[[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)].<sup>9</sup>

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](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)].<sup>10</sup>

#### **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 Ministry, 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](http://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](http://www.epls.gov) or (iv) on such other list as the Ministry 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 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

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

<sup>10</sup> Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

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 Ministry, 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](http://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 Ministry or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the Ministry with a copy to MCC.

4. Other restrictions on the Consultant shall apply as set forth in the 609(g) Agreement 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 Ministry, 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 609(g) Agreement 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 Ministry 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);<sup>11</sup> 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 609(g) Agreement, the Consultant shall, upon MCC’s request, cause the removal of any such markings and any references to MCC in any publicity materials.

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

## **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 Ministry 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 Ministry 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.

## **I. Inconsistencies**

In the event of any conflict between this Contract and the 609(g) Agreement, the term(s) of the 609(g) Agreement shall prevail.

## **J. Other Provisions**

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

## **K. Flow-Through Provisions**

Section 5: Contract Forms

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.

## Section 6 Terms of Reference

### **Consultancy Services for Preparation of the Feasibility Study and Environmental and Social Impact Assessment for Zarqa Governorate Water System Restructuring and Rehabilitation**

The gravest social and environmental challenge that Jordan faces is the scarcity of water. On the per capita basis it has one of the lowest levels of water resources potential in the world. With recent rapid population increases, the available water resources per capita are decreasing. The water resources development and management has been considered as the most important policy matter underlying basic policy of effectively and equitable optimizing the utilization of limited water resources.

Zarqa Governorate is located to the north-east of the capital city of Amman and is the most important industrial zone in the country. The Governorate accommodates a population of approximately 1 million. Due to the immigration of refugees and natural growth rates, the population and water service connections are rapidly increasing at about 3% and 4 % per annum, respectively.

The project area is in the Governorate of Zarqa which has developed along the slopes of both sides of Zarqa River with altitudes varying from about 480 to 710 meters above sea level. Due to the presence of highly undulated hills in the project area, water is supplied by pump with insufficient pressure at higher altitude and with large amount of leakage at lower altitude, resulting in over 50% Non Revenue Water (NRW) and unstable and inequitable water supply. The Governorate has been neglected for a considerable time period in the past which led into a situation, where only the minimum required work was done to supply and satisfy customers. In some areas most of the tertiary network lies above ground, meaning customers can be served temporarily but under unstable conditions.

The operational and non-operational revenues of Zarqa Water Governorate increased approximately by 6% between 2006 and 2007, from 10.18 million to 10.75 million JOD, whereas total expenses increased by about 4% in the same period from 13.96 million to 14.5 million JOD. Therewith the overall losses reduced by 1 % from approximately 3.78 million to 3.75 million JOD.

The Water Balance is alarming and shows that from the 41 million m<sup>3</sup> system input are only approximately 19 million m<sup>3</sup> are revenue water and 21 million m<sup>3</sup> are non-revenue-water resulting in 52.75% NRW. Compared to 2006 the NRW has substantially increased in 2007 mainly due to increased water imports and slightly reduced water sales. Table (1) below shows Zarqa Governorate water balance in 2006 and 2007.



## ZARQA GOVERNORATE WATER ADMINISTRATION

## IWA Water Balance for Zarqa Water Administration For the Years 2007&amp; 2006

IWA Water Balance Categories			Description	2007 m3	2006 m3	
System Input			<b>Water Imports</b>			
			Water from Private Wells	1,787,666	1,443,118	
			Water from Azraq P.S To Azraq Villages	2,308,360	2,044,998	
			Water from Aqep Wellfield To Kiridour	1,691,431	1,171,691	
			Water From Khaw P.S To Zarqa Res.*	6,598,306	4,708,232	
			From Khaw pipeline after Tamween	1,138,301	742,664	
			<b>Total water imported</b>	<b>13,524,064</b>	<b>10,110,703</b>	
			<b>Internal water sources</b>			
			Hashemyeh Wells	2,870,832	3,198,110	
			U'rjarn Wells	2,402,972	2,917,540	
			Halabat Wells	3,992,525	2,094,900	
			Zarqa Wells	5,079,236	4,434,390	
			Mrhib Wells	847,071	1,025,540	
			Um Rummana Wells	25,524	27,010	
			Birain Wells	877,006	566,783	
			Tamween Wells	2,710,835	2,296,280	
			Kiridour Wells	8,458,516	9,745,959	
			Sarout Spring	58,810	64,670	
			Al 'Alouk Spring	39,729	39,500	
			Ain Qunayeh Spring	302,616	326,330	
Rusaifa Wells	4,007,105	3,024,029				
Basateen Wells	319,052	721,267				
Phospat Wells	437,428	542,104				
Desert Wells	163,961	-				
<b>Total internal water sources</b>	<b>32,593,218</b>	<b>31,024,412</b>				
<b>Total System Input</b>			<b>46,117,282</b>	<b>41,135,115</b>		
Authorized consumption	Billed authorized consumption	Billed metered consumption	Revenue Water			
			Quantity billed according to the Billing System	20,277,246	18,904,882	
			Water Tanker sales (with revenue) **	88,996	79,416	
			Water Exported to other gov. (excl. exp. to Kha	613,977	2,097,623	
			<b>Total billed metered consumption</b>	<b>20,980,219</b>	<b>21,081,921</b>	
				Chaught illegal cases (post authorized)	0	139,595
				Total billed unmetered consumption	0	139,595
	<b>Total Revenue Water</b>			<b>20,980,219</b>	<b>21,221,516</b>	
	Unbilled authorized consumption	Unbilled metered consumption	Desert Wells	163,961	0	
Water tanker supply (free of charge) **			12,291	8,978		
Distribution for life stocks - (metered at well - fr			958,500	0		
<b>Total unbilled metered consumption</b>			<b>970,791</b>	<b>8,978</b>		
			Flushing of network	829,877	0	
<b>Total unbilled unmetered consumption</b>			<b>829,877</b>	<b>0</b>		
<b>Total Authorized Consumption</b>			<b>22,780,887</b>	<b>21,230,494</b>		
<b>Total Non-Revenue Water</b>			<b>25,137,063</b>	<b>19,913,599</b>		
<b>Total Non-Revenue Water %</b>			<b>54.5%</b>	<b>48.4%</b>		

## Note

- 1- In 2006 the flashing to networks is excluding from the calculation because the water production for Zarqa wells was measure after the de
- 2- The production of deserts wells were not recorded in 2006 .
- 3- The imports and exports figures are according to Central Operation Directorate (COD) records.

Zarqa Water Governorate could not cover its total variable costs by revenues produced. With a total operating recovery ratio of 73% a break-even point could not be reached in the financial year of 2006. This is an indication that more efforts need to be undertaken in order to achieve a stable financial position of Zarqa Water Governorate and an overall profit within each of the profit centres.

Main reasons for the high expenses of Zarqa Water Administration services and products can be attributed to the considerable share associated with wastewater treatment (27%), water imports (23%), electricity costs (22%), and the extensive amount of NRW (20 million m<sup>3</sup>/a). Especially regarding the NRW problem, it is important to further improve the billing and collection activities and also address the physical loss reduction.

## **OBJECTIVES OF THE PROJECT**

Because of the scarce water resources available for municipal water supply in Jordan in general and in the study area in particular, reduction of water losses is of vital importance. The overall objective of this program is to reduce the Non Revenue Water (NRW) and therefore is also closely linked to the reduction of both the physical and administrative losses, thus enhancing the efficiency of water supply to all consumer categories.

This objective will be achieved by the restructuring and rehabilitation of the water system of Zarqa Governorate, which has not been upgraded to cope with the rapid growth in the past and the introduction of a reliable flow and pressure measurement system to reduce the physical and administrative losses in order to change the supply mode from direct pumping into a gravity fed system.

The envisaged restructuring and rehabilitation program focuses, thus, on the most efficient distribution of water whenever technically and economically viable including distribution in areas serving poor population groups. Reduction of water losses further contribute to the target of reducing specific operational costs as a higher percentage of the water produced will reach the consumer and will generate higher revenues for the Water Authority of Jordan (WAJ).

The objectives of this assignment cannot be achieved without a comprehensive hydraulic model and analysis of the entire water system for Zarqa Water Governorate, including an assessment of the potential environmental and social consequences (positive and negative) of the project. The proposed recommendation presented by the Consultant shall be based on the development of a calibrated and verified water system model. The water system as described herein begins at the water sources, i.e. the well field and pumping transfer system (clear well); through the distribution system network, interim storage and pumping facilities; and finally ends with the delivery to the customer. Various operational scenarios and multiple iterations for the system water model shall be the essence in determining the recommendations and potential repair/construction/improvements for the entire system.

## **FEASIBILITY STUDY OBJECTIVES**

The principal objectives of the study are to:

- identify the requirements for rehabilitation and/or upgrading of the water delivery system of Zarqa Water Governorate and develop an Investment Master Plan that is aimed at significantly reducing NRW in the Governorate in the most cost-effective manner;
- develop and verify an accurate and comprehensive water system hydraulic model and analysis that corresponds to the operational procedures currently used by and planned for use in the near future in Zarqa Water Governorate implementing the latest in GIS techniques that are currently being developed in the Governorate,
- conduct a feasibility study and initial environmental and social assessment on all identified investment project areas within the Investment Master Plan, including estimation of project cost, calculation of Economic Rate of Return (ERR), update of beneficiary analysis, and development of preliminary designs.
- develop a set of criteria and rank the investment projects based on an identified list of criteria so as to guide in the selection of a shortlist of project areas from the developed Investment Master Plan to be funded under the proposed Millennium Challenge Corporation (MCC) Compact.
- implement pilot leakage detection campaigns in the existing Zarqa water distribution network;
- development of Terms of Reference and tender documents for the engineering design work for construction on a Design-Build basis; and
- As an option to the base contract, preparation of detailed (project-specific) environmental and social impact studies (EIA) in accordance with the applicable Government of Jordan (GoJ) and MCC requirements, including an Environmental and Social Management Plan (EMP) and if necessary a Resettlement Action Plan (RAP).

## **TASKS**

The study is structured into four parts: (i) preparatory work comprised of site surveys, investigations, initial environmental and social assessment, and engineering analyses that are needed to identify rehabilitation and upgrading requirements that form the basis for developing an Investment Master Plan; (ii) development of the Investment Master Plan for the water system of the Zarqa Governorate; (iii) assessment of feasibility of all identified projects within the Investment Master Plan and selection of proposed MCC investments; and (iv) once specific projects are defined, preparation of environmental and social impact assessment (EIA), environmental management plan (EMP), and if necessary a resettlement action plan (RAP) in

accordance with Government of Jordan and MCC requirements for environmental review and approval<sup>12</sup>.

Specific tasks are described below.

## Task – 1 Preparatory Works

### Sub-task – 1.1 Review and/or Development of Base Information

The Consultant shall be provided with the following principal data and information immediately after signing the consulting contract in order to assist the Consultant’s in the implementation of its specific tasks. The following list is not exhaustive.

Reference Type	Brief Description	Consultant / Agency	Source of Funding	Date Completed
<b>WATER SUPPLY REFERENCES</b>				
Technical and Feasibility Study and Final Design of the Upgrading and Expansion of Water Facilities in Central Governorates	<ul style="list-style-type: none"> <li>▪ Water Resources Report</li> <li>▪ Site Investigation Report</li> <li>▪ Water Systems Map – Zarqa</li> <li>▪ Hydraulic Network Analysis</li> <li>▪ Preliminary Design Drawings</li> <li>▪ Detailed Design Report Pack 3A (Russaifah Priority Areas)</li> <li>▪ Detailed Design Drawings Pack 3A (Russaifah Priority Areas)</li> <li>▪ Tender Document Volume 1 Conditions of Contract Pack 3A (Russaifah Priority Areas)</li> <li>▪ Tender Document Volume 2 Specifications and Bills of Quantities Pack 3A (Russaifah Priority Areas)</li> <li>▪ Detailed Design Report Pack 3B (Russaifah</li> </ul>	ENGICON	WAJ	2005

<sup>12</sup> Level of detail required for the EIA and supporting studies (i.e. classification of the project as Category 1 or 2) will be determined by the Ministry of Environment and MCC based on findings of initial environmental and social assessment and public scoping.

Section 6: Terms of Reference

Reference Type	Brief Description	Consultant / Agency	Source of Funding	Date Completed
	<ul style="list-style-type: none"> <li>Remaining Areas)</li> <li>▪ Detailed Design Drawings Pack 3B (Russaifah Remaining Areas)</li> <li>▪ Tender Document Volume 1 Conditions of Contract Pack 3B (Russaifah Remaining Areas)</li> <li>▪ Tender Document Volume 2 Specifications and Bills of Quantities Pack 3B (Russaifah Remaining Areas)</li> <li>▪ GIS Database – Zarqa</li> </ul>			
Water Resources Policy Support Activity	<ul style="list-style-type: none"> <li>▪ Supporting the implementation of water policies, through the development of a groundwater management action plan and of a plan for managing water reuse in the Amman Zarqa Basin.</li> </ul>	ARD Inc.	USAID	2001
Working Paper No. (192)	<ul style="list-style-type: none"> <li>▪ Assessment of Pump Efficiency, Pump Operations and Energy Saving Potential in the Middle Governorates</li> </ul>	Dorsch Consult Water and Environment	GTZ	2008
Working Paper No. (193)	<ul style="list-style-type: none"> <li>▪ Analysis of Network Maintenance and Repair Activities in Zarqa Governorate</li> </ul>	Dorsch Consult Water and Environment	GTZ	2008
Technical Proposal	<ul style="list-style-type: none"> <li>▪ Consulting Services for Water Management Middle Governorates</li> </ul>	Dorsch Consult Water and Environment	KfW/WAJ	2008
Feasibility Study	<ul style="list-style-type: none"> <li>▪ Jordan Feasibility Study of the Installation of the Main SCADA System for the Integration of the Existing and Future Governorates SCADA's of Jordan</li> </ul>	TYPSA	Spanish Government	2008
Preliminary	<ul style="list-style-type: none"> <li>▪ Project of the Upgrading</li> </ul>	Beijing	Chinese	2008

Section 6: Terms of Reference

Reference Type	Brief Description	Consultant / Agency	Source of Funding	Date Completed
Design Report	of the Water Pipe Network for the Low Pressure Reservoir Distribution Zone (Zone B) in Russaifah City of Jordan	Municipal Institute of Hydraulic Engineering Planning, Design and Research, PRC	Government	
<b>FINANCIAL REFERENCES</b>				
Working Paper No. (197)	<ul style="list-style-type: none"> <li>▪ Zarqa Water Administration Profit and Loss Statement for 2007</li> </ul>	Dorsch Consult Water and Environment	GTZ	2008
Working Paper No. (203)	<ul style="list-style-type: none"> <li>▪ Zarqa Water Administration Profit and Loss Statement for 2006</li> </ul>	Dorsch Consult Water and Environment	GTZ	2008
<b>INSTITUTIONAL REFERENCES</b>				
Feasibility Report	<ul style="list-style-type: none"> <li>▪ Options for Institutional Restructuring the Middle Governorates</li> </ul>	Freelance Consultant / Mr. Malcolm Wilkes	GTZ	2008
Strategy and Policies	<ul style="list-style-type: none"> <li>▪ Jordan Water Strategy and Policies 1997 / 2009</li> </ul>	Government of Jordan	N/A	2008
<b>SOCIO-ECONOMIC AND CUSTOMER SATISFACTION REFERENCES</b>				
Final Report	<ul style="list-style-type: none"> <li>▪ Socio-Economic Baseline Survey in the Water Supply and Sanitation Sector" Volume I</li> <li>▪ Socio-Economic Baseline Survey in the Water Supply and Sanitation Sector" Volume II</li> </ul>	GFA Consulting Group	KfW	2008
Survey Report	<ul style="list-style-type: none"> <li>▪ Customer Satisfaction Survey in the Middle Governorates – Results of Phase 1</li> </ul>	Dorsch Consult Water and Environment	GTZ/WAJ	2008
Jordan Pilot Report	<ul style="list-style-type: none"> <li>▪ Jordan Pilot Report</li> </ul>	Health and Environmental Linkages Initiative (HELI)	WHO	2005
<b>MAPS REFERENCES</b>				
GIS Data	<ul style="list-style-type: none"> <li>▪ GIS Data for the Middle Governorates</li> </ul>	Dorsch Consult Water and Environment	GTZ	2008

Based on the information provided, the Consultant shall:

- develop an understanding of the current situation of water services including consumption patterns (household income, household sizes, poverty status), water vendors, etc.;
- based on the historical consumption data and demographic data to be provided, develop water demand forecast for the next 15 years;
- develop an understanding of the current and future (next 10 years) water sector developmental plan, including that relating to residential areas, industrial zones, informal settlements, refugee camps, etc.;
- identify the physical factors that are likely to constrain the achievement of the developmental plan;
- develop an understanding of current tariff levels and structure, and the Government's plan to introduce changes to the tariff regime;
- develop an understanding of the extent of water services coverage by the Water Authority of Jordan (WAJ) and water vendors (residential, commercial, industrial, others), house connection rates;
- review the appropriate and available topographic information to use in the model for development of the operational zoning levels with the intent that the overall system will be operated in pressure zones for optimum operation and safety;
- review the results of similar feasibility and environmental studies conducted previously;
- review ongoing or planned investment programmes, including those under preparation, that are financed by various institutions / donors, including those in the target area; and
- develop an understanding of the awareness of population, in particular poor households, concerning the importance of safe drinking water and household hygiene; and campaigns organized by WAJ, NGOs, or others in order to improve awareness of population.

### **Sub-task – 1.2 Site investigations**

The Consultant shall conduct a comprehensive survey including an asset condition assessment and site investigations of the following:

- the impact of water demand (domestic & industrial) on the availability of water resources;
- the entire water system, including the water resources, pumping stations, the transmission, primary, secondary and tertiary systems;

- general understanding of how the well field operations are conducted to understand and utilize the information into a hydraulic analysis;
- the sizing and location of the existing transmission, primary, secondary and tertiary systems and water storage facilities;
- the mode of operation of the whole related water system and its impacts including the inspection of flow and pressure measurements to be incorporated into the future SCADA system shall be investigated by the Consultant; and
- Irrigated areas and alternative water resources being used such.

### **Sub-task – 1.3 Preparation of maps and drawings**

The Consultant shall obtain, review, field verify as any of his analysis shall require for hydraulic modeling as defined later, and update, prepare and digitize/scan the following:

- base maps and network layers have been already prepared under the GTZ/OMS project, which the Consultant should use as a starting point for this task. Select and refine available maps and drawings required to form the basis for the conceptual preliminary design;
- prepare a separate report showing the quality of available "As-build drawings", completeness of information, and the state of preparation of base maps in GIS; and
- Prepare new maps showing the entire water system including the water resources, pumping stations, the transmission, primary, secondary and tertiary systems detailing the pipe material, age and diameter of water pipelines including valves and fittings in an appropriate scale;

All maps and drawings shall be produced using a common computer drafting software in convertible format, and shall be submitted in hard copies as well as in electronic form on a Compact Disc.

### **Sub-task – 1.4 Hydraulic network analyses**

The Consultant shall execute a hydraulic network analysis by means of computer software that is acceptable to WAJ. The program shall provide modeling capabilities for systems with greater than 50,000 pipes with sufficient nodes capability for systems of that size and larger. It shall be large enough to allow modeling of the entire water system; provide for the appropriate number of pumps, reservoirs, valves and fittings of all types; provide for convenient modification and simulation of demands and losses in order to simulate the flow conditions in summer and winter times (rationing system) and for the different target years. Special attention shall be paid to a graphical presentation of the results. Program shall have special features that provide for future incorporation into the Water Authority Operations/management System software suite. It shall include hydraulics, operations, and water quality components such as, but not limited to: steady-state simulation; extended-period simulation; constituent-concentration analysis;



criticality analysis; tank-mixing analysis; water-age analysis; system flushing analysis; rule-based or logical controls; variable-speed pumping, water loss analysis; pressure-dependent demands; scenario modeling-based unidirectional flushing; valve modeling; etc. If the modeling software program for this task is to be acquired, the Consultant shall hand over the fully developed and calibrated hydraulic model and the base modeling software to WAJ for its unrestricted ownership and use. If the modeling software program for this task is proprietary, the Consultant shall provide all applicable licenses of the base modeling software and the fully developed and calibrated hydraulic model to WAJ for its unrestricted use. In either case, the Consultant shall provide appropriate level of training on the use, future updating and further development of the model at the facilities of WAJ to no more than ten analysts for a period of no more than 15 days so that WAJ could continue to operate the hydraulic model for a period of 5 years.

The main results of the network analysis shall take into account the expected future development according to the water demand projection and shall include, but not be limited to, the following:

- verification of the existing transmission, primary, secondary and tertiary systems, its hydraulic capacity and its sufficiency for well defined, clear hydraulic conditions and preparation of proposals for re-structuring;
- identification of needs for development of new water resources and its timing;
- adaptation of the standard “roof-top storage tank” requirement with rotational zones of flow to fill the roof top tanks in one day for one weeks storage allowance;
- optimization of all pumps and pumping schedules with the objective of reducing pumping cost;
- verification of all the water facilities including recommendations for its reinforcement/ modification, and replacement if necessary;
- identification of problem areas in terms of extreme high or low pressures under the envisaged extension of settlement areas;
- proposals for distribution and pressure zones and establishment of District Metering Areas (DMA's);
- define a concept for the establishment of a SCADA system based on the results of the feasibility study prepared in 2008; and
- preparation of conceptual preliminary designs to cover the total restructuring and rehabilitation requirements of Zarqa Governorate which shall include definitive analysis, functional and hydraulic designs, including sizing and dimensions, of project components.

## **Task 2 – Development of the Zarqa Governorate Investment Master Plan**

### **Sub-task – 2.1 Zoning**

- based on the results of the hydraulic model, as well as the demographic development within the Zarqa Governorate, review the current zones of the water systems, and propose meaningful criteria for zoning;
- after receiving approval on the zoning criteria from WAJ, develop revised zones based on the approved criteria.

### **Sub-task – 2.2: Development of Investment Master Plan**

based on the results of site investigations, GIS information and asset register that is already available, and current and planned rehabilitation projects within the Zarqa Governorate – including those that are under preparation – the Consultant shall develop an Investment Master Plan for the rehabilitation, upgrading and/or replacement for the entire water system, including the pumping stations, water storage facilities, and the transmission, primary, secondary and tertiary systems;

the Investment Master Plan should be considered for a time period of 10 years, from the beginning of 2010 to the end of 2019;

the Consultant shall develop criteria with the objective of prioritizing the investment projects identified within the Investment Master Plan. The Consultant shall also prepare the method of application (numerical rating or other) for ranking and prioritizing projects within the Investment Master Plan based on the ability to reduce NRW in the most efficient and effective manner. The set of criteria should consider the poverty-impact of each investment project. Results of a separately funded MCA study will be made available during the consultancy, which will provide guidance on how best to consider and quantify the poverty-impact criterion. Alternatives or combinations of alternatives may be proposed; and

the Consultant shall submit the Investment Master Plan, including a prioritized and sequenced list of investment projects, to WAJ for its approval.

## **Task – 3 Preliminary Environmental and Social Assessment, Project Categorization, and Public Scoping**

A preliminary screening of potential environmental and social issues shall be carried out in conjunction with the initial site investigations and development of the Investment Master Plan. The output of the preliminary screening shall be used to inform preliminary project design, assess alternatives, and select prioritized investments for MCC funding, as well as to prepare a project overview which will be submitted to the Ministry of Environment (MoE) and MCC to determine the project categorization (Category 1 or 2) and level of detail required for the project-specific EIA, EMP, and RAP (if necessary). This phase shall consist of the following main elements.

The Consultant shall put forth an integrated team of environmental and social specialists to undertake the work required under Task 3 and Task 7. The team should include, at a minimum, the following experts:

- Preparation of EIA and EMP for water/wastewater sector;
- Social sciences, including gender;
- Resettlement and land acquisition;
- Cultural resources;
- Public/environmental health;
- Flora and Fauna;
- Water resource management; and
- Public consultation.

The specific work to be completed under Task 3 is described below.

#### **Sub-task – 3.1 Literature Review**

The Consultant shall compile and synthesize available information concerning the environmental and social characteristics of the project area, including existing studies and data pertaining to *inter alia* climate, water resources, demographic and socio-economic conditions, public health, and cultural resources. These will serve as the baseline data for the project and will be utilized in the detailed (project-specific) impact assessment that follows (Task 7). The literature review will also include the applicable institutional and regulatory framework in Jordan, including related standards, laws and regulations. The Consultant shall identify any significant data gaps which need to be filled to develop a complete description of baseline environmental and social conditions.

#### **Sub-task – 3.2 Site Visits**

The Consultant shall conduct site visits to the project sites. The aim of these visits will be to verify and support the collected information regarding the surrounding environment and obtain any further information that may be necessary. The Consultant will also ensure that the site visits are visually documented through photographs taken of the surrounding areas.

#### **Sub-task – 3.3 Preliminary Identification of Environmental and Social Issues**

After reviewing the project components, as well as the physical and socio-economic environment of each site, the Consultant shall prepare a brief report documenting the findings from sub-tasks 3.1 and 3.2 and presenting a preliminary list of potential environmental and social impacts that may occur as a result of rehabilitating the water system in Zarqa. These impacts could be either positive or negative and may occur during construction or operation of the project components. Given how densely populated the project area is, special consideration should be given to potential public health and safety concerns during construction, as well as temporary or permanent impacts that may occur to private residences or property as a result of construction

(i.e. resettlement). Potential resettlement impacts should be assessed based on the definition of resettlement and compensation requirements set forth in World Bank Operational Policy 4.12 on Involuntary Resettlement.

As appropriate, the findings from sub-tasks 3.1, 3.2, and 3.3 should be considered in the selection criteria used for determining the investment program under Task 4, and should be incorporated into the Feasibility Study prepared under Task 5.

### **Sub-task – 3.4 Determination of Project Categorization**

The first step in the Government of Jordan (GoJ) approval process is to submit a project overview and an "application" to the MoE, based upon which it will determine the level of detail required for the EIA (a "comprehensive EIA" for Category 1 projects or a "preliminary EIA" for Category 2 projects). Once specific projects are selected for MCC funding under Task 4, the Consultant shall prepare an overview of the proposed investment program for submittal to MoE and WAJ which contains, at a minimum, the information required in Annex (1) of Regulation No. 37 of 2005 (and/or relevant amendments) and reflects the findings of the preliminary identification of issues, per above. The MoE will classify the proposed project as Category 1 or 2 under Jordanian requirements.

### **Sub-task – 3.5 Public Scoping and Consultation**

Once the project categorization is determined, a formal public scoping and consultation program shall be undertaken to inform project stakeholders of the proposed investments, outline the EIA preparation and review process, and obtain their views and perspectives on the key environmental and social issues that should be taken into account in designing and implementing the project. Participants in the session shall include *inter alia* NGOs, such as the Jordan Environment Society and the Royal Society for the Conservation of Nature, local and national government organizations such as the Department of Antiquities, Water Authority of Jordan, Ministry of Environment, Ministry of Social Development, local residents, and other key stakeholders identified during the review period. The list of invitees is subject to the approval of WAJ and MCC.

The scoping program will focus on the preliminary list of anticipated impacts and contribute to determining the significance of these impacts as well as identifying others that had not been included. The Consultant shall prepare and distribute any background material or other documents necessary to facilitate an informed, two-way discussion with stakeholders and to document the opinions of all participants in the session. The final list of significant environmental issues will be submitted to WAJ for approval and will then be considered as the basis for the environmental and social analysis that will follow.

### **Sub-task – 3.6 Preparation of Scoping Statement**

In order to document the findings of the public scoping program as well as the research and analysis conducted thus far, the Consultant will prepare a Scoping Statement. The statement will include, at a minimum, the following main items:

- brief description of the proposed project (investment program);
- general description of the project area and impacted areas;
- proceedings of the Scoping Session(s) (including participants, venue and date, agenda and activities, etc.);
- results of the Scoping Session(s) highlighting the views and concerns of stakeholders, and distinguishing between significant and non-significant issues; and
- proposed methodology, format, and content for the EIA including proposed table of contents and schedule.

The Scoping Statement will be submitted to the MoE in accordance with their environmental approval procedures. The Consultant shall not commence preparation of the EIA (Task 7) until the methodology, format, and content presented in the Scoping Statement is approved by MoE, WAJ, MCA-Jordan and MCC, and the contract option to proceed with Task 7 has been formally exercised.

## **Task – 4 Identification of a Priority Investment Program**

### **Sub-task – 4.1 Development of Selection Criteria**

The Consultant shall establish appropriate criteria, in order to select the most feasible alternatives and combinations and to define priority components for initial implementation. The Consultant shall prepare the criteria and the method of application (numerical rating or other). Alternatives or combinations shall be rated and compared in accordance with these criteria in order to decide the most feasible alternatives. The Consultant shall coordinate its work with the MCA-Jordan funded "Study on the Benefits to the Poor of the MCC funded projects in the Water Sector" and shall take consideration of its results as an integral part of the selection criteria. Key environmental and social issues identified in Task 3 shall also be considered, where appropriate. The selection criteria and the relevant weights will be subject to WAJ, MCA-Jordan and MCC approvals.

### **Sub-task 4.2 Selecting the MCC Projects**

The Consultant shall submit the ranking of projects under the Investment Master Plan to WAJ, MCA-Jordan and MCC to agree on the selection of the projects which will be financed under the MCC Compact. Once this decision is made, the Consultant shall refine the preliminary project cost estimates of the selected projects to be funded by the MCC to get them as accurate as possible.

## **Task 5 – Preparation of a Feasibility Study**

The feasibility study and preliminary design shall be based on basic data from any studies or development program studies, plus additional data to be developed for this purpose. The designs shall cover all system elements that are adopted for construction. Preliminary designs should be

sufficiently elaborated to enable an immediate procurement for the development of detailed engineering design.

### **Sub-task – 5.1: Estimation of Project Costs**

For use in the analyses, the Consultant will prepare estimates of the capital costs for the selected priority investment program measures in constant values, using the start of the calendar quarter closest to the time of data collection as a reference point. The Consultant will estimate separately physical contingencies and price escalation for each measure. Similarly, the Consultant will estimate operation and maintenance costs associated with proposed investments. The Consultant will prepare a financial forecast of the selected alternative.

Capital costs should be detailed and segmented by preliminaries and general, civil works, materials, plant and machinery, project management and supervision and contingencies. Cost estimates should be divided into foreign sourced costs and local sourced costs, and should use appropriate escalation factors. An anticipated disbursement schedule for construction should be developed.

The Consultant will also indicate extent to which expected water tariffs will cover the total incremental costs of water supply introduced under the proposed investment.

### **Sub task – 5.2: Estimation of ERR**

The Consultant will conduct full economic analyses of identified feasible project alternatives in compliance with MCC guidelines for economic and beneficiary analyses. The Consultant will estimate the benefits of the investment and compare these to the costs in an ERR calculation.

To undertake the analyses, the consultant, taking full account of the information available will estimate:

- The number of targeted households (beneficiary households) and other consumers (businesses and institutions) to whom flows of water in principle increase through reductions in water losses in the distribution network (the households connected in the network segments targeted for investment under the proposed project);
- The number of poor households among targeted beneficiary households (distinguishing between households having on average incomes, if applicable, of less than USD 2 per person per day in current PPP dollars, households having on average incomes of between USD 2 and 4 per person per day and households having average incomes of more than USD 4 per person per day);
- The total quantity of water supplied through the network or purchased from vendors that is consumed by targeted beneficiary households and other consumers at present and into the future in the absence of the proposed;
- The total cost to targeted beneficiary households and other consumers of the water procured at present and into the future in the absence of the proposed investment (network supplied water and water purchased from vendors);

- The total quantity of water consumed by targeted beneficiary households and other consumers at present and into the future following implementation of the proposed investments (network supplied water and water purchased from vendors);
- The total cost to targeted beneficiary households and other consumers of the water procured at present and into the future following implementation of the proposed investment (network supplied water at expected post-investment tariff levels and water purchased from vendors);
- The reduction in the cost to targeted beneficiary households and other consumers following implementation of the proposed investment, valued at prevailing tariff rates and market prices for vendor-supplied water, of obtaining the quantities of water that would have been consumed in the absence of the project;
- The net value to targeted beneficiary households of incremental consumption expected to occur following implementation of the proposed investment (assuming that incremental consumption would be achieved through increased use of network-supplied quantities of water), taking into account incremental expenditures and avoided health-related costs associated with increases in household consumption of water (N.B. the incremental reduction of the cost of water consumption plus incremental health benefits, if any, will be the basis of estimating impacts of the proposed investment upon the incomes of beneficiary households);
- The reduction in the cost of supplying the water that would be consumed by targeted beneficiary households and other consumers in the absence of the proposed investment, valued at the cost to the water of authority for those quantities supplied through the network and at market prices for quantities supplied by vendors;
- The net benefit of incremental consumption expected to occur among targeted beneficiary households following implementation of the proposed investment, taking into account the incremental cost to the water authority, if any<sup>13</sup>, of supplying that incremental consumption (assuming that incremental consumption would be achieved through increased use of network-supplied quantities of water) and avoided health-related costs associated with increases in household consumption of water (N.B. the incremental reduction in the cost of supplying water consumed by households, considering the costs of vendor-supplied water and the supply costs of the water authority, plus incremental household health benefits, if any, will be the basis of estimating the incremental economic benefits of the proposed investment);
- The incremental quantities of fresh water available for residential and other use that would be obtained following implementation of the proposed investment through the recycling of incremental water collected from the rehabilitated network sections and substituted for fresh water now used in agriculture (N.B. incremental supplies of water

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<sup>13</sup> In principle, the quantity and cost of water supplied by the water authority to beneficiary households associated with network sections that have been identified for rehabilitation does not change under the proposed investment: improvements in infrastructure increase the quantity of water actually delivered to consumers for a given quantity of water injected into the system.

not consumed by targeted beneficiary households and other consumers directly connected to rehabilitated network sections will be considered ‘at-large’ beneficiaries – these can be expected to be poor and non-poor households and other consumers);

- Incremental changes following implementation of the proposed investment, if any, in the operating cost of the water authority to supply the quantities of water expected to be provided in the absence of the project;
- The marginal cost of water supply without the proposed investment, taking into account the shares of incremental water at any given time that likely would be provided by the water authority and from other sources;
- The marginal cost with the proposed project of supplying incremental quantities of fresh water for residential and commercial use through the substitution of recycled waste water for fresh water now used in agriculture (N.B. as a first approximation the economic benefit of an incremental cubic meter of water obtained through the proposed investment will be estimated as the difference in the marginal cost of water supply with and without the project);
- The level of incremental value added potentially supported by additional supplies of water available for industrial and commercial uses; and
- A breakdown of the employment income potentially supported through the use of incremental supplies of water that would be made available through the proposed investment, in industrial and commercial activities.

Using these data, the Consultant will estimate incremental economic benefits based on decreased purchases of water valued at the counterfactual marginal cost of supply against increased purchases of network water valued at the marginal cost of water supplied under the proposed investment. The consultant will also estimate health benefits, if any, associated with increased household consumption of water and net income ensuing from productive uses of water by households, if any, and add these to the stream of estimated incremental economic income benefits plus incremental industrial/commercial value added. The Consultant will weigh these total incremental economic benefits against total investment costs and changes in operating costs and calculate an economic rate of return (ERR) to the proposed project following MCC Guidelines for Economic and Beneficiary Analysis.<sup>14</sup> The period of the analysis for such calculations will be twenty years.

The Consultant will implement a sensitivity analysis of the base ERR, incorporating uncertainties in the estimation of key parameters embedded in the economic analysis. The sensitivity analysis will also consider relevant scenarios of implementation and outcomes as indicated by technical and policy considerations at arise in the course of the feasibility study.

Separately, the Consultant will estimate the average financial impacts upon targeted and at-large beneficiary household incomes by income group, with reference to vendor and water tariff rates

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<sup>14</sup><http://www.mcc.gov/countrytools/compact/fy07guidance/english/28-guidelinesforeconandbeneanalysis.pdf>



expected to prevail in the futures with and without the proposed project. This presentation will illustrate the implications of expected tariff structures with and without the proposed investment.

### **Sub task – 5.3: Review of Beneficiary Analysis**

With reference to MCC’s Guidelines for Economic and Beneficiary analysis, the Consultant will review the findings of an earlier MCA financed beneficiary study and update/amend the findings given new information gained from the ERR analysis and cost estimates.

The consultant will confirm that the share of benefits going to the poor is consistent with the total quantity of benefits estimated under the task “Estimation of ERR.” The Consult will either confirm that the findings of the earlier beneficiary study are consistent with the results of the ERR or explicitly note the differences from the earlier study. Specifically, the study should note potential differences regarding the following figures:

- the number of poor households among beneficiary households (distinguishing between households having on average incomes of less than USD 2 per person per day – in purchasing power and parity (PPP) terms – and households having on average incomes of between USD 2 and 4 per person per day);
- the quantity of network water consumed by poor beneficiary households at present and into the future in the absence of the proposed investments;
- the total quantity of water consumed by poor beneficiary households at present and into the future in the absence of the proposed investments (network supplied water and water purchased from vendors);
- the expected average reduction in purchases (quantities and value) of water from vendors (and from WAJ tankers valued at the full cost of provision) among poor households benefiting from the proposed investments in the distribution network;
- the total expected quantity of water consumed by poor beneficiary households following network investments (at expected post-investment tariff levels);

## **Task – 6 Implement Pilot Leakage Detection Campaigns**

The purpose of the Pilot Leak Detection Campaign is to determine if specialized leak detection technology, especially in acoustic techniques application, can provide a cost effective and rapid diagnosis of undiscovered leaks in buried piping. Extreme building congestion, heavy traffic, narrow working areas, and dense population can present difficulties in detecting, repairing, and working around the leakage points. The purpose of the pilot study is to assess whether this type of testing can effectively identify leaks in congested conditions in an intermittent pressure system. The fact that the Zarqa system is pressurized in 12 zones during the week at different times of the day may be a limiting factor for the effective application of the leak detection technology to this particular system.

The Consultant is required to:

- Provide two full sets of equipment that utilizes nighttime permanent leak detection monitoring technology and personnel experienced in operating the equipment. The technology must be able to reliably locate leaks that occur in a variety of pipe material including metal, ductile iron, cast iron, cement, and plastic pipe (PVC and HDPE). The technology must be able to collect data and retrieve/transmit it without the need to physically remove the technology from its point of deployment. The equipment, warranty, instructions for assembly, operation, and repair shall be turned over to WAJ at the conclusion of the pilot test field study.
- Provide training to selected Zarqa Water Governorate staff (not to exceed eight people, two groups of four). The Consultant shall utilize the equipment furnished in this Pilot Study for the purposes of the training.
- Provide a statistical percentage of existing water pipelines to be tested, located, and marked where leaks are determined to exist. The Consultant is required to coordinate with the Zarqa Water Governorate to form an understanding of how the system is operated before beginning work on the leak detection pilot program.
- Develop a report of results to include an estimation of the potential benefits in cost and water savings using statistical extrapolation of the test results to the remaining water network distribution of Zarqa. Based on the extrapolation and the perceived benefits, recommend whether a complete inspection of the Zarqa distribution system would be warranted.
- Develop Terms of Reference for the roll out of the leak detection work beyond the pilot area, and estimate budget for this work. In addition, an estimated cost to execute the remaining area of Zarqa shall be prepared, which shall be based on Zones of pressure control or filling pressures.

**Task – 7 Preparation of a Detailed Environmental and Social Impact Assessment (This task will be procured as an option to base contract to be exercised after the preliminary screening is completed and the required level of analysis has been determined.)**

The Consultant shall prepare an EIA, EMP and (if necessary) Resettlement Action Plan (RAP) consistent with the approved methodology, format, and content under Task 3.6 above and applicable requirements of the GoJ and MCC. The level of detail and focus of the EIA should be commensurate with the potential magnitude and significance of the environmental and social issues identified in the preliminary screening and public scoping meetings.

The EIA shall be prepared in the context of applicable Jordanian and MCC requirements, which include but are not limited to the following:

- Environmental Protection Law No. 52, for the year 2006

- Environmental Impact Assessment Regulation No.37, for the year 2005
- Instruction for the Reduction and Prevention of Noise for the year 2003
- Standards for Drinking Water No. 286 of 2001 (as amended in 2008)
- Decree (12) of 1987 or Land Acquisition Law (LAL) and its amendments
- The Antiquities Law No.12, 1988, as amended By Law No.23, for the year 2004
- Temporary public health law No.54 for the year 2002
- MCC Environmental Guidelines and Gender Policy<sup>15</sup>;
- World Bank Operational Policy 4.12 on Involuntary Resettlement<sup>16</sup>

### **Sub task – 7.1: Preparation of Draft EIA and EMP**

The structure and content of the EIA shall be consistent with applicable requirements in the GoJ EIA Regulation No. 37 and MCC Environmental Guidelines, and shall generally include the main elements described below.

#### **Description of Proposed Project**

The Consultant shall provide a full description of the proposed activities based on the status of on-going design and engineering at the time the EIA is completed. At a minimum, the project description shall include:

- purpose and need for proposed project;
- location, layout, capacity, and operating plans of each the sewerage systems to be extended or rehabilitated;
- description of project activities, including rehabilitation, reconstruction, construction, operation and maintenance, and institutional development activities;
- description of construction activities, including location and extent of construction activities, quarries, borrow pits, spoil dumps, and other supporting facilities or activities; and,
- Construction staffing and implementation schedule.

#### **Overview of Policy, Legal, and Administrative Framework**

The Consultant shall describe the applicable regulations and standards governing water and

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<sup>15</sup> MCC Environmental Guidelines and Gender Policy are available on the MCC website at: <http://www.mcc.gov/countrytools/compact/development.php>

<sup>16</sup> In the event that involuntary resettlement, including land acquisition, physical relocation, and/or economic displacement, may occur as a result of any MCC-funded project, MCC requires partner countries to develop resettlement action plans in accordance with World Bank Operational Policy 4.12.

sanitation, environmental quality, protection of sensitive areas, protection of endangered species, land use controls, etc., at international, national, regional, and local levels. The status of proposed regulatory changes should also be considered and discussed. Environmental and social requirements of any co-financiers, contractors, and third parties should be delineated. Various environmental-related licenses, permits, and approvals from public authorities that will likely be required from public authorities (GOJ, regional, and/or municipal jurisdictions in which the Project is located) should be identified. Detailed annexes should be included as needed and summarized in the main report.

### **Description of Baseline Environmental and Social Conditions**

The Consultant shall assemble, evaluate, and present baseline data on the relevant environmental characteristics of the project area. The environmental description should be concise and focused on the potential impacts of the proposed project. Background and supporting studies should be provided in annexes. In addition, the Consultant should carry out field surveys, interviews, and consultations to fill any information gaps critical to the potential impacts and to development of mitigation measures. Baseline data should generally include, but not be limited to, the following:

- *physical environment*: geology; topography; soils; climate and meteorology; ambient air quality; surface and groundwater hydrology; existing sources of noise and air emissions; existing water pollution discharges; and receiving water quality;
- *biological environment*: flora; fauna; rare or endangered species; sensitive habitats, including parks or preserves, significant natural sites, etc.; and
- *socio-cultural environment* (disaggregated by gender and socio-economic strata, and including historical and future projections where appropriate): population; land use; planned development activities; community structure; employment; distribution of income, goods, and services; recreation; public health; and cultural properties (including archaeological sites, historical sites, graveyards and burials).

### **Analysis of Potential Environmental and Social Impacts**

The Consultant should assess the proposed project's likely environmental and social impacts, both positive and negative, based on changes brought about by the Project to the baseline conditions described above. Particular attention should be given to anticipated long-term environmental (water resource) and public health benefits of the project, as well as potential public health and safety concerns during construction. In the event that resettlement, land acquisition, or other impacts to private property are anticipated, the Consultant shall prepare a separate resettlement policy framework or resettlement action plan in accordance with applicable GoJ laws and regulations and World Bank Operational Policy 4.12 (see below). Gender and related social issues shall be incorporated into the impact assessment in accordance with MCC's Gender Policy.

Impacts should be quantified to the extent possible, in terms of costs and benefits. It is important to distinguish between positive and negative impacts, direct and indirect impacts, and short-term and long-term impacts. Impacts arising from the construction phase should be distinguished from those associated with the operations phase. Normal conditions, start-up and shut-down activities

during construction and commissioning, and emergency situations should all be considered. The type, relative likelihood, and broad consequences of major hazards or accidents that might occur should be identified. Mitigation measures and any residual negative impacts that cannot be mitigated should be determined. Opportunities for environmental enhancement should be investigated. The extent and quality of available quantitative data, key data gaps, and uncertainties associated with predictions should be identified and estimated, and topics that do not require further attention noted. Environmental and social impacts should be summarized according to issues and themes in the main report text, with the detailed findings documented in appendixes.

As necessary, the Consultant shall carry out public consultation and stakeholder engagement to solicit views and ideas about the project which may help assess potential environmental and social impacts and develop appropriate mitigation strategies.

### **Development of Management and Mitigation Measures**

The Consultant shall prepare an Environmental and Social Management Plan (EMP) that outlines specific mitigation and monitoring measures for preventing or minimizing the negative environmental and social impacts of the project. Measures to enhance the positive impacts shall also be included. Mitigation measures shall be proposed for both the construction and operation phases of the project based on feasible and cost-effective measures to prevent significant adverse environmental and social impacts or reduce them to acceptable levels. Each mitigation measure should be described in as much technical detail as possible, to a level of detail equivalent to preliminary engineering. The type of impact to be minimized and the conditions under which it is required should be described, along with clear objectives for construction methods, equipment selection, and performance criteria.

At a minimum, the Consultant should prepare the following:

#### *Construction Phase Mitigation*

- *Archaeology/Cultural Resources Mitigation Plan* to manage any archaeological or cultural impacts that may be encountered during construction;
- *Construction Spoils Management Mitigation Plan* to manage the disposal of construction spoils generated in an environmentally friendly manner;
- *Erosion and Sediment Control Mitigation Plan* to describe the measures during construction to minimize sediment carried by runoff from entering downstream surface water drainage systems (particularly for urbanized areas);
- *Fugitive Dust Control Mitigation Plan* to control fugitive dust control emissions during construction activities;
- *Noise Control Mitigation Plan* to control noise impacts on communities during construction activities;
- *Traffic Control Mitigation and Public Communications Plan* to minimize the disruption of daytime traffic

- *Updated Public Consultation and Community Communications Plan for Construction Activities* to take into account all the impacts and mitigation identified during preparation of the Final EA.

*Operations Phase Mitigation*

- *Updated Public Consultation and Community Communications Plan for Operations Activities* that takes into account all the impacts and mitigation identified during preparation of the Final EA.

**Sub task – 7.2: Preparation of Resettlement Action Plan**

MCC requires the use of best international practice in resettlement and therefore requires its partner countries to apply the World Bank’s Operational Policy (OP) 4.12 on Involuntary Resettlement. Such resettlement (economic and/or physical displacement) may involve one or more of the following: a) land acquisition; b) asset acquisition (e.g., homes or other physical structures, trees, crops); c) physical relocation; and/or d) loss of access to resources. If involuntary resettlement (as defined above) is required, the Consultant shall develop a project-specific Resettlement Policy Framework (RPF) or full Resettlement Action Plan (RAP) in accordance with applicable GoJ laws and standards, World Bank OP 4.12, and the methodology, format, and content approved under Task 3.6.

**Sub task – 7.3: Preparation, Submittal, and Disclosure of Final EIA Report**

The resultant EIA report, including the EMP and RAP (if necessary) will incorporate all the findings of the environmental investigations described in the previous sections. The report structure shall be consistent with GoJ and MCC requirements, and the methodology, format, and content approved under Sub-Task 3.6. Preliminary draft and final draft versions of the report shall be prepared for review by WAJ, MCA-J, and MCC prior to finalizing the report for submittal to MoE and public disclosure.

An Executive Summary shall be prepared for of the EIA/EMP and the RPF or RAP (if necessary) in Arabic and English to facilitate public review. The main reports can be prepared in English only.

Provisions shall be made for the disclosure of information to local communities before the construction phase of the Project. The Consultant shall prepare a suggested distribution list for the copies, with the objective of a wide dissemination of the reports to stakeholders, universities and the public. Public disclosure shall be coordinated and undertaken consistent with applicable MoE requirements associated with environmental approval of the proposed project.

In addition, a master hard copy and master soft electronic copy suitable for reproduction purposes should be provided to WAJ to meet any future needs for reprinting.

**Task – 8 Preparation of a Preliminary Designs**

The preliminary designs shall be based on basic data from any studies or development program studies, plus additional data to be developed for this purpose. The designs shall cover all system elements that are adopted for construction. Preliminary designs should be sufficiently elaborated to enable the procurement of services for design-build.

The Consultant is required to complete designs on the projects to be funded under MCC Compact as a first priority. Preliminary designs for the rest of the system can continue once final preliminary designs and ToR for design-build for the MCC projects (see next Task) are submitted to WAJ.

#### *Develop Basic Design*

The Consultant will develop the following:

- design criteria which will be subject to the approval of WAJ;
- summary of planning hypotheses and design criteria;
- technical description of each facility; and
- Preliminary technical specifications of each structure and equipment needed.

#### *Develop Basic Design Drawings*

The Consultant will prepare the following drawings:

- updated general maps of the project to a scale 1:100,000 and/or 1:25,000 according to availability;
- basic drawings of typical standardised structures;
- typical detailed drawings for all pipes and fittings;
- plans for any long force main route with scale 1:2500; and
- Profiles with scale 1:1000 and 1:100 for the main transmission pipelines.

### **Task – 9 Preparation of Terms of Reference for Detailed Design and Construction on a Design-Build Basis**

The Consultant shall include the preparation of Terms of Reference (ToR) with the following scope:

- detailed design and structural calculations and reinforcement drawings for all buildings, detailed design of pipe work in or outside buildings and detailed design of electro-mechanical works, including cabling, control equipment, panels, power supply, etc.;

- field verification of zone boundaries (including topographical survey) in order to allocate plots and their service connections to distinct district zones;
- field verification of works needed for isolation of the individual zones, such as cutting of pipes, relocation of connections etc. taking also into consideration that operation of the water system shall be influenced as less as possible;
- hydraulic verification of the defined zones with respect to reinforcement and replacement pipes and defined locations of reservoirs and pumping stations;
- field verification of pipe routes for reinforcement and replacement pipes
- field verification (incl. topographical survey) of locations for manholes and chambers for air valves, bulk meters, PRV's, wash-outs, etc.;
- field verification (incl. topographical survey) of locations for reservoirs and pumping stations;
- field verifications include topographical surveys and longitudinal profiles for all proposed pipes;
- design of ground reservoirs (whether new or extension of existing ones), elevated reservoirs (water towers) and pumping stations (whether new or modification of existing ones) , treatment facilities , well facilities;
- structural calculations and reinforcement drawings for all buildings;
- detailed design of the piped networks proposed for rehabilitation or replacement;
- detailed design of electromechanical works, including cabling, control equipment, panels, power supply, etc. and all electrical works;
- prepare a report including all the input data output results of all verifications , assessment, analysis and recommendations;
- provide technical support, if needed, in pre-qualification of contractors for the implementation programme;
- prepare a design report including detailed design calculations input, output, applied theory, discussions and recommendations;
- prepare the detailed design, drawings documents for all the needed works as per the following requirements:
  - Pipeline Drawings: Preparing drawings with a scale of 1:10000 and 1:2500 to show lot number, the route, type and diameter of water lines, including isolation valves, washout valves, air relief valves and pressure reducing valves. All other existing utilities such as electric cables, telephone cables and sewers shall be shown on separate drawing of the same scale.
  - System Facilities Drawings : Preparing drawings with a scale of 1:200 for the pumping stations (to show the contents of each pumping units, suction and delivery components , etc.) well fields (to show site plans, piping and fittings , . . . etc. ) reservoirs (to show plans , inlet and outlet water lines , drainage lines , etc.) and other required buildings and facilities (to show architectural , civil , mechanical, electrical details ).



- Profile Drawings: Preparing profile drawings for each design drawing of pipelines at a vertical scale of 1:100 and a horizontal scale of 1:2500 which show clearance(s) between proposed construction and existing utilities including sewers and power lines. The aforementioned drawings and respective scales are considered minimal to adequately show the work.
- preparation and updating of technical specifications;
- preparation of Bills of Quantities (BoQ) for supply of material and installation, either combined or separated as the study above recommends;
- preparation of confidential cost estimates;
- preparation and updating of tender documents and tender drawings;
- preparation of implementation and cash flow schedules;
- preparation of suitable tender documents for rehabilitation works which shall include, but not limited to, rehabilitation of service pipes, house connections and any measures to reduce the leakage in the distribution system after re-structuring;
- verify the land to be used for reservoirs, water towers and pumping stations in terms of size, location and any other information and drawings necessary to enable GoJ to proceed with land acquisition procedures;
- assist GoJ in the tender announcement and during the tendering period of the contracts (e.g. participation in pre-bid meetings, answering questions of bidders etc.);
- provide technical support, as needed to the Technical Review Panel or the Technical Evaluation Panel, during the procurement process to select the contractor to implement the programme; and
- assist GoJ in preparation of the contract documents and support contract negotiations.

## **ORGANIZATION OF SERVICES**

The Consultant shall prepare a detailed project implementation plan which shall cover all tasks outlined above and WAJ's own activities that may be required to supplement the Consultant's activities.

### **Location**

The location of the Consultant's work will be predominantly in Zarqa and Amman, Jordan, with support from the Consultant's headquarters. The Consultant shall arrange to rent his own offices in the project area.

### **Duration and Timeline**

A detailed time schedule shall be developed by the Consultant and included in the Consultant's proposal, showing all tasks and sub-tasks, deliverables, and associated schedules for the all key

personnel. Task dependencies shall be shown made between tasks.

### **Mobilization**

The Consultant shall mobilize the complete team in Jordan within 14 days after contract signature.

### **Duration**

The Consultant is required to complete the tasks that will provide all information required to identify the projects to be supported by the proposed MCC Compact with refined cost estimates, economic rate of return calculations and preliminary designs within a period of 9 months. Work relating to non-MCC projects (refined cost estimates and preliminary designs) may continue beyond this time limit. The Consultant shall complete all activities so as to submit the final report within approximately 14 months. However it should be understood that these durations do not include the durations needed for the approvals of WAJ.

### **Review and Approval Period**

WAJ will provide the Consultant with consolidated comments on all reports, as per the durations attached in Annex (1) to this Terms of Reference.

### **Quality Assurance**

All investigations, analyses, models and calculations that are carried out and prepared by the Consultant will be subject to audit by MCA-Jordan and MCC, including MCC's independent engineers and consultants to ensure that the work undertaken has been carried out with due regard to works performed are fit for purpose, of acceptable quality and that claims for payments made are consistent with the work performed; Adequate internal controls existed during the period to ensure reasonable accuracy of facts and numbers included in reports; and adequate documentation exists to support the assertions and recommendations made in the various reports.

MCC's due diligence on this work could include independent verification of data, assumptions, methodologies, processes and procedures adopted, standards employed and analyses.

## **IMPLEMENTATION OF ASSIGNMENT**

Experience and qualification of **key** team members: Staff engaged on the assignment shall have qualifications and / or experience as described in the following paragraphs and shown in the Instructions to Consultants (Data Sheet) section of the Request for Proposals.

Position	Education	Experience Requirements
Project Manager	Degree in Water or Civil Engineering, certificate in project management is a plus	<ul style="list-style-type: none"> <li>• Restructuring and design of water system network improvement projects in developing countries</li> <li>• Proven track record of having been project manager of large consulting teams</li> <li>• Demonstrable experience in managing water system feasibility studies</li> <li>• Demonstrable experience in developing master plans for water and/or wastewater systems</li> <li>• Relevant experience in Middle East, preferably in Jordan</li> </ul>
Deputy Project Manager	Degree in Water or Civil Engineering or professional certification	<ul style="list-style-type: none"> <li>• Water system feasibility study and/or master plan experience</li> <li>• Project management experience</li> </ul>
Hydraulic Analyst	Degree in Water or Civil Engineering	<ul style="list-style-type: none"> <li>• Modeling of water systems with high leakage rates</li> <li>• Modeling of systems with intermittent supply</li> </ul>
Project Economist /	Masters degree in Economics	<ul style="list-style-type: none"> <li>• Cost-benefit analysis</li> <li>• Analysis of household survey data</li> </ul>
Cost Estimator	Professional certification	<ul style="list-style-type: none"> <li>• Estimation of costs of similar systems</li> <li>• Knowledge of regional construction industry</li> </ul>
Design Engineer	Degree in Civil Engineering	<ul style="list-style-type: none"> <li>• Preparation of preliminary designs</li> <li>• Establishment of zoning system</li> </ul>
Senior Environmental Specialist (EIA Project Lead)	Masters degree In Environmental Sciences, Engineering or similar	<ul style="list-style-type: none"> <li>• Preparation of EIA and EMP for water supply and distribution projects.</li> <li>• Water resource management, environmental health, or related technical discipline.</li> </ul>

## **FACILITIES, EQUIPMENT AND DATA**

### **Provided by the Consultant**

The Consultant shall provide all necessary transport and equipment it deems necessary to undertake the assignment and shall allow for all due amounts in its financial proposal. The Consultant shall supply its own computing equipment.

The cost for Consulting Services will be deemed to include, but not necessarily limited to, the following items:

- i) Remuneration for Consultant’s staff and support personnel
- ii) Office space including office equipment, photocopiers, computers, cost of power, water supply, etc.
- iii) Specialist third party services such as survey, drafting / mapping, etc.
- iv) Specialist equipment for: survey, testing, and safety etc
- v) Specialist computed software
- vi) Transportation including car and cost of fuel, maintenance and driver
- vii) Printing and binding
- viii) Communications including phone, fax, and email
- ix) International airfares, visas, immunizations, accommodation, and incidentals
- ix) Equipment required for the performance of work

**Provided by WAJ**

At the commencement of the assignment WAJ will make available to the Consultant all available data, information, and reports deemed necessary for the assignment. The Consultant shall treat these documents with care and return them in good order to at the end of the assignment. Any permits from applicable government agency for work execution or site survey will be provided by WAJ.

**REPORTING REQUIREMENTS**

The Consultant shall prepare and submit the following reports to WAJ and MCA-Jordan. The number of reports and timing shall be as given in the following Table:

Task No	Task Description	Task Duration (after the issuance of notice to proceed)	Deliverables		
			Type	Submission	Approval
0	Mobilization	2 weeks	N/A	N/A	N/A
1	Preparatory works	4 months	<ul style="list-style-type: none"> <li>• Hydraulic Model</li> </ul>	1 week after the task completion	2 weeks after submission
2	Development of investment master plan	5 months	<ul style="list-style-type: none"> <li>• Investment Master Plan</li> </ul>	1 week after the task completion	2 weeks after submission
3.3	Preliminary environmental and social assessment	3 months	<ul style="list-style-type: none"> <li>• Technical report or memo</li> </ul>	1 week after the task completion	2 weeks after submission
3.4	Project Overview for submittal to MoE (for prioritized investment program)	6 months	<ul style="list-style-type: none"> <li>• Project overview (per MoE requirements)</li> </ul>	1 week after the task completion	1 week after submission
3.6	Scoping Statement	8 months	<ul style="list-style-type: none"> <li>• Scoping Statement (per MoE requirements)</li> </ul>	1 week after the task completion	1 week after submission

## Section 6: Terms of Reference

4	Identification of priority investment program	6 months	<ul style="list-style-type: none"> <li>• Selection Criteria</li> <li>• MCC List of Priority Projects</li> </ul>	1 week after the task completion	<ul style="list-style-type: none"> <li>• 1 week after submission</li> <li>• 1 week after submission</li> </ul>
5	Preparation of feasibility study	7 months	<ul style="list-style-type: none"> <li>• Cost Estimates and ERR</li> </ul>	1 week after the task completion	2 weeks after submission
6	Implement pilot leakage campaign	8 months	<ul style="list-style-type: none"> <li>• Leakage Report</li> </ul>	1 week after the task completion	2 weeks after submission
7	Preparation of detailed EIA, EMP, and RAP (if necessary)	To Be Determined (based on exercising option)	<ul style="list-style-type: none"> <li>• Preliminary draft, final draft, and final EIA, EMP, and RAP reports</li> </ul>	TBD (under Option)	TBD (under Option)
8	Preparation of preliminary designs	9 months (MCC projects) 11 months (Other investments)	<ul style="list-style-type: none"> <li>• MCC Preliminary Design Report and Drawings</li> <li>• Other Investments Design Report and Drawings</li> </ul>	1 week after the task completion	<ul style="list-style-type: none"> <li>• 3 weeks after submission</li> <li>• 3 weeks after submission</li> </ul>
9	Preparation of detailed ToR for design and construction	14 months	<ul style="list-style-type: none"> <li>• ToR and Tender Documents for Design Construction Contract</li> </ul>	1 week after the task completion	2 weeks after submission

### Deliverables Format

All reports will be submitted in English, with the exception of the Executive Summary for the EIA/EMP and RAP (if necessary), which need to be prepared in Arabic and English. All documents will be submitted in both editable electronic form and hard copies. WAJ shall have the ownership for all the reports.

The electronic copies of all working files shall be submitted by the Consultant in WINDOWS based MS-Office products including WORD for text, data tables in EXCEL, appropriate MS-Office programs for exhibits, and schedules using MS-Project (Applications on MS-Windows VISTA operating system are not accepted). The Consultant shall also submit the reports in PDF printable version. Original drawing files should be submitted in AUTOCAD 2002 (or later), and also in PDF printable version. Digital photos files should be submitted in JPG format all pictures with title. Presentations should be submitted in MS-PowerPoint. Hydraulic modeling data will be provided in formats compatible with the software provided by the Consultant as specified in sub-task 1.4.

The format for GIS data to be submitted by the consultant shall be specified by WAJ.

Seven (7) hard copies are required for each deliverable.

The Consultant shall establish and maintain a comprehensive inventory, both hard copy and electronic, of all relevant documents made available and collected. All such documents, which are considered confidential, will be compiled in usable form and delivered in an organized fashion to the Client at the end of the contract.

## **REPORTS**

### **Inception Report**

The Consultant shall prepare an inception report, which shall discuss at least the following:

- Changes to the original proposal and final work plan and time schedule;
- The MS-Project plan (with linked dependencies);
- Final manpower input schedule ;
- Start-up problems and mitigation measures; and
- Review of and recommendations about the specified tasks.

The Inception Report shall be kept as brief as possible and shall be limited to highlighting key issues and tasks and any significant proposed modifications to the original proposal. The inception report shall be submitted one month after the start of activities.

### **Monthly Progress Reports for Each Task**

Monthly progress shall not be technical reports, will be brief and shall mainly include:

- An updated MS-Project plan showing planned and actual progress;
- Measures how to make up for delays (if any);
- Problems and mitigation measures;
- List of deliverables submitted; and
- Copies of all minutes of meetings that were held during the respective month.

The monthly progress reports shall be submitted one week after the end of the respective contract month.

### **Final Report**

The Consultant shall submit the Final Report including all final sections within four weeks after receipt of the formal consolidated comments on all sections from the Client. The Final Report shall address all the consolidated comments by the Client and shall also include a comprehensive index for all sections and appendices and a general executive summary.

The Final Report will be accepted by WAJ only when all the consolidated comments have been adequately addressed by the Consultant to the satisfaction of WAJ, in accordance with the contract. The final report shall be submitted one month after the end of the activities.

## PAYMENT SCHEDULE

The Consultant will be paid in accordance with the following schedule:

<b>Deliverables</b>	<b>Instalments<sup>17</sup></b>
Mobilization	10%
Acceptance of the Hydraulic Model	5%
Acceptance of Preliminary Environmental and Social Assessment	5%
Acceptance of the Investment Master Plan	10%
Identification of Priority Projects for MCC Compact and Provision of specified information on Priority Projects for MCC, including Project Overview for submittal to MoE	10%
Acceptance of the feasibility Report	15%
Acceptance of Public Scoping Statement and ToR for detailed EIA	5%
Acceptance of the MCC Preliminary Designs	10%
Acceptance of ToR and Tender Documents for Design Construction	15%
Acceptance of Final Report	15%

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<sup>17</sup> Percentage of the total contract sum excluding options.