

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 WELLS  
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 Wells Rehabilitation**

**\*\*\***

**Date: August 5<sup>th</sup>, 2009**

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## Letter of Invitation for Proposals

**Central Tender No. (66/2009)-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 Wells Rehabilitation  
RFP No.: QCBS-MCA-JOR-609G**

١. 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.
٢. 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.
٣. 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.
٤. 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	Ingenieria, Estudiosy Proyectos NIP, S.A (NIPSA)/ The Royal Scientific Society (RSS)/ The Environment Reseach Center (ERC).
4	Deltares, Subsurface and Groundwater System / Dar Al-Handasah Consultant (Shair and Partners)
5	GHD Global Consulting Inc
6	GWP Consultant LLP/ Hafren Water/ Equipment Sales and Services under Fuad Abu Jaber and Sons Group of Companies.
7	The Louis Berger Group, Inc./ SIGMA
8	Egis Bceom/ Orient Engineering consultancy and Design.

9	National Engineering Services Pakistan (Pvt) Limited (NESPAK) / Goder Associates.
10	AECOM/ Engicon/ C. Lotti/ IdRC
11	MWH
12	Ginger/ Arab Consultant Bureau

- o. 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.
- ؁. 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.
- ؂. 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) .
- ؃. 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.

٩. A pre-Proposal meeting will be held at the **Water Authority of Jordan (WAJ) Offices Second Floor on August 19<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.
١٠. A Site Visit will be conducted on **August 20<sup>th</sup>, 2009 at 9:00am** starting from WAJ Offices , The group will meet at Ministry of Water and Irrigation, in the Customer Service Centre, Ground Floor , the Consultants will need to arrange for their own vehicles for travel from Ministry of Water and Irrigation to Zarqa sites.
11. The Data Room for this project located in the office of the Water Affairs Department at the Head Office of the Water Authority Jordan (WAJ), 8<sup>th</sup> floor-old building:  
Ministry of Water and Irrigation  
Water Authority of Jordan  
Shmeisani  
Amman  
Jordan  
The Data Room will be open from 8:00am to 3:00pm daily from August 5<sup>th</sup> to September 3<sup>rd</sup> .
١٢. 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.
١٣. The closing time for receipt of Proposals is **September 14<sup>th</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.
١٤. 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 Alhazaimh**  
**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,^ 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,^,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.
- ١,٨,٢ 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.
- ١,٨,٣ No current employee of the Ministry, GTD or the MCA Entity shall work as, or on behalf of, any Consultant.
- ١,٨,٤ No current employees of the Government shall work as, or on behalf of, Consultants or as Personnel under their own ministries, departments or agencies.
- ١,٨,٥ Recruiting former Government employees to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- ١,٨,٦ 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.

Section 1: Instructions to Consultants

- 1,8,9 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

Section 1: Instructions to Consultants

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

## Section 1: Instructions to Consultants

- 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.
- ٢,٢ 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.
- ٢,٣ 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.
- ٢,٤ 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..
- ٢,٥ 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
٣. Preparation of Proposals
- ٣,١ The Proposal, as well as all related correspondence exchanged by the Consultants and the Ministry, shall be written in the English.
- ٣,٢ 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.
- ٣,٣ 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

३,६ 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).

Section 1: Instructions to Consultants

- (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**.

Section 1: Instructions to Consultants

- 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.
- ξ. Submission, Receipt, and Opening of Proposals
- ξ,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).
- ξ,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**”.
- ξ,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.
- ξ,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 14<sup>th</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.

ε,ο 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.

ε,ϛ 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.

ο. Proposal Evaluation ο,ι From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact the

## Section 1: Instructions to Consultants

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      ◦, २      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)      ◦, ३      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)      ◦, ४      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.
- , ०      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.

- ,٦ 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**.
- ,٧ 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.
- ,٨ 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

٦,٤ 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

٦,٥ 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.

٧. Award of Contract

٧,١ 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.

٧,٢ The Consultant is expected to commence the assignment

on the date and at the location specified in the **PDS**.

Λ. Confidentiality                      Λ,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.

Section 1: Instructions to Consultants

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

<b>Section 3 Proposal Data Sheet</b>	
ITC 1.1	The method of selection is the <b>QCBS</b> method.
ITC 1.3	The Name of the assignment is:  <b>Preparation of the Feasibility Study and Environmental and Social Impact Assessment for Zarqa Governorate Water Wells Rehabilitation.</b>
ITC 1.4	A pre-Proposal meeting will be held at the <b>Water Authority of Jordan (WAJ) Offices Seventh Floor on August 19<sup>th</sup>, 2009 at 11:00 am</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 20<sup>th</sup>, 2009 at 9:00am</b> starting from WAJ Offices.
ITC 1.5	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.
ITC 1.14	Proposals must remain valid for ninety ( <b>90</b> ) days after the deadline for the submission of Proposals specified in <b>PDS</b> ITC 4.5.
ITC 2.1	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.  The address for requesting clarifications is:  <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>
ITC 3.1	Technical and Financial Proposals shall be submitted in <b>English</b> .

Section 3: Qualification and Evaluation Criteria

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>Website: <a href="http://www.gtd.gov.jo">www.gtd.gov.jo</a></b> <b>Email : <a href="mailto:w-biddings@gtd.gov.jo">w-biddings@gtd.gov.jo</a></b>
ITC 4.5	Proposals must be submitted no later than <b>September 14<sup>th</sup>, 2009 at 12:00 noon</b> local time in Jordan.

Section 3: Qualification and Evaluation Criteria

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 mobilization period shall not exceed two weeks and shall begin when the notice to proceed is issued. The notice to proceed shall be issued within <b>7 days</b> after the effective date of the Contract and the location is <b>Amman or Zarqa Governorates. The Contract is effective when fully executed.</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>	

Section 3: Qualification and Evaluation Criteria

	<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: Groundwater modeling, well field hydraulic, Preparation of well rehabilitation feasibility and preliminary design.	
	<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	
	- Hydro-geologist	
	- 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.	

Section 3: Qualification and Evaluation Criteria

	<b>4. Environmental and Social Assessment</b>	<b>30</b>
	- Organizational capacity and experience of consultant in preparing environmental and social impact assessments and Environmental management plans for groundwater well projects of similar nature, including but not limited to issues concerning public health and safety, water resource management, land use, and socio-cultural heritage.	
	- 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:

١. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;
٢. Letter(s) of Incorporation (or other documents indicating legal status); and
٣. 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 Wells Rehabilitation, Central Tender 66/2009 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 Wells Rehabilitation, Central Tender 66/2009 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 Wells 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.

<b>Financial Information (US\$ X,000’s)</b>	<b>Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ X,000’s)</b>		
	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>Y</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>Y</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		
		Hydro-geologist		
		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
		Groundwater Hydrologist;		
		Social Scientist/Cultural Resources Specialist ;		
		Ecologist		
		Public/Environmental Health		

Section 4A: Technical Proposal Forms

		Specialist;		
		Water Resource Management Specialist;		
		Public Consultation Specialist;		
		(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 at a place other than the Consultant's home office.

	Full time input
	Part time input

**Form TECH-10. Work and Deliverables Schedule**

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

[Indicate all main activities of the assignment, including deliverables and other milestones, such as the 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:

- ١. 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
- ٢. 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>r</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>‡</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>r</sup> Amount must coincide with the ones indicated under total price of Form FIN-2.

<sup>‡</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 Wells 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>o</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>	
Groundwater Hydrologist	Home		<b>20</b>	
	Field		<b>40</b>	
Social Scientist/Cultural Resources Specialist	Home		<b>10</b>	
	Field		<b>30</b>	
Public/Environmental Health Specialist	Home		<b>10</b>	
	Field		<b>20</b>	
<b>Local Experts</b>				
Water Resource Management Specialist;	Home			
	Field		<b>30</b>	
Ecologist	Home			

<sup>o</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

	Field		<b>15</b>	
Public Consultation Specialist	Home			
	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>	

## **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 Wells 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.

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٧. 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.
- ١,٢ 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.
- ١,٣ Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- ١,٤ 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.
- ١,٥ 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.
- ١,٦ 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             |    | <p>(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 <a href="http://www.mca-jordan.gov.jo">www.mca-jordan.gov.jo</a>, 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.</p> <p>(b) The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of Jordan <u>in importing property into Jordan</u>.</p> <p>(c) <u>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</u></p> |

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

Section 5: Contract Forms

stated in the SCC.

۲,۲	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.”
۲,۳	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.
۲,۴	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.
۲,۵	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	v.	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
- v. 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.

۷,۶ 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.

## Υ,Υ 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 delivery 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 delivery 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.	<p>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:</p> <p>(a) payment pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(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.</p>
Disputes about Events of Termination	i.	<p>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.</p>
۲,۸ Cessation of Rights and Obligations		<p>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.</p>
۲,۹ Cessation of Services		<p>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</p>

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.

### **۳. Obligations of the Consultant**

#### **۳,۱ 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.

#### **۳,۲ Conflict of Interests**

- v. 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.**

- v. 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.
۳,۳ Confidential Information; Rights of Use		
Confidential Information	κ.	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	κ.	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.

Section 5: Contract Forms

٣,٤ 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.
٣,٥ 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.
٣,٦ 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.
٣,٧ 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.
٣,٨ 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.

۳,۹ 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.

۳,۱۰ 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.

۳,۱۱ 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.

۳,۱۲ 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%).

٣,١٣ 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.
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#### **٤. Consultant's Personnel and Sub-Consultants**

٤,١ General	The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
٤,٢ Description and Approval of Personnel; Adjustments; Approval of Additional Work	<p>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.</p> <p>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).</p> <p>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.</p> <p>٧. 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</p>

and shall be subject in all respects to the provisions of GCC Clauses 2.4 and 6.4.

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|--|-----------|---|
| <p>٤,٣ Working Hours, Overtime, Leave, etc.</p>    | <p>٧.</p> | <p>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.</p>   |
|  | <p>i.</p> | <p>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.</p> |
| <p>٤,٤ Removal and/or Replacement of Personnel</p> | <p>i.</p> | <p>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.</p>  |
|  | <p>i.</p> | <p>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.</p>  |
|  | <p>٢.</p> | <p>The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>   |
| <p>٤,٥ Resident Project Manager</p>                |           | <p>If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in</p>   |

Jordan a resident project manager, acceptable to the Ministry, shall take charge of the performance of such Services.

◦. **Obligations of the Ministry**

◦,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.

◦,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.

Section 5: Contract Forms

- ٥,٣ 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.
- ٥,٤ 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.
- ٥,٥ 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.
- ٥,٦ 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.
٧. 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.
٧. 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.

## 7. Payments to the Consultant

- 7.1 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.
- 7.2 Currency of Payment Payments shall be made in US Dollars or JD.
- 7.3 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.
- 7.4 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.
- 7.5 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.

## **Υ. Fairness and Good Faith**

- Υ,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.
- Υ,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.

## **Λ. Settlement of Disputes**

- Λ,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.
- Λ,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.

## **ϑ. Conditionalities**

- ϑ,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.
- ϑ,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>



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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> .

GCC 8.2	<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>1</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>2</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>3</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>1</sup> Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

<sup>2</sup> Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

<sup>3</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>3</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>1</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>3</sup> Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

<sup>1</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**

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 Wells Rehabilitation

#### INTRODUCTION

A comprehensive description of the hydrogeology of Jordan including the characterization of the aquifer systems, their spatial extent, hydraulic properties, groundwater dynamics and hydro chemical characterization is given below.

The biggest part of the country consists of bedrock aquifers, which are the main groundwater sources. The main aquifers are:

- the sandstone aquifers like the Ram sandstone aquifer (“Disi-aquifer”) and the Kurnub aquifer;
- the carbonate aquifers like A7/B2 and B4/B5 aquifers; and
- The basalt aquifer.

Unconsolidated aquifers, like fluvial deposits in the Jordan Valley, are - compared to the bedrock aquifers - of minor importance. On a regional scale, the aquifers in Jordan can be grouped into three major aquifer systems. This classification is based on their spatial distribution, lithology and age of the geological units. These aquifer systems are:

- **Ram-Zarqa-Kurnub Aquifer System:** It includes Ram aquifer, Khreim aquitard, Zarqa aquifer and Kurnub aquifer.
- **Upper Cretaceous Limestone Aquifer System:** It includes A1/2 aquifer, A3 aquitard, A4 aquifer, A5/6 aquitard and B2/A7 aquifer.
- **Tertiary-Quaternary Shallow Aquifer Systems:** They include B3 aquitard, B4/5 aquifer, Basalt aquifer and alluvial deposits.

#### Groundwater Budget

A description of the mean annual budget of renewable groundwater in Jordan is provided below. Groundwater inflows are groundwater recharge from precipitation, transboundary inflow from Syria and return flows from irrigation, leaks from pipes, reservoirs, and wastewater treatment plants. Groundwater outflows are from abstraction by pumping wells, springs and base flow discharge. The corresponding quantities are presented in the following table.



<b>Budget component</b>	<b>Quantity</b>
	<b>MCM/year</b>
Groundwater recharge from precipitation	395
Trans-boundary groundwater inflow from Syria	68
Return flows from irrigation, leaks from pipes, reservoirs, wastewater treatment plants	70
<b>Total inflow</b>	<b>533</b>
Groundwater abstraction (wells, springs)	440
Base flow	197
<b>Total outflow</b>	<b>637</b>
<b>Change in storage (inflow - outflow)</b>	<b>-104</b>

At present times the groundwater budget is negative (change in storage is -104 MCM/year) and groundwater management is not sustainable. Thus, as a consequence of the over-exploitation of the groundwater resources, a decline in groundwater levels as well as a decrease in base flow and spring discharge is observed. Furthermore, this over-exploitation leads to a deterioration of water quality by the increase of salinity. The sustainable groundwater abstraction rates (safe yields) for the different groundwater basins in Jordan are<sup>11</sup>:

<b>Jordan Valley (15 - 20 MCM/year),</b>	<b>Jordan Side Valley (28 - 32 MCM/year),</b>
<b>Yarmouk (30 - 35 MCM/year),</b>	<b>Amman-Zarqa (60 - 70 MCM/year),</b>
<b>Azraq (30 - 45 MCM/year),</b>	<b>Hammad (12 - 16 MCM/year),</b>
<b>Dead Sea (40 - 50 MCM/year),</b>	<b>Wadi Araba North (5 - 7 MCM/year),</b>
<b>Wadi Araba South (4 - 6 MCM/year),</b>	<b>Jafr (7 - 10 MCM/year),</b>
<b>Sarhan (4 - 6 MCM/year),</b>	<b>Southern Desert (2 - 3 MCM/year).</b>

Besides renewable groundwater resources Jordan possesses limited resources of fossil, non-renewable groundwater in the Disi area from the Ram aquifer and Jafr area of the aquifer. The yield of this resource is estimated to be about 125 MCM/year for the Ram aquifer and 18 MCM/year for Jafr area of the aquifer for the next 50 years.

Brackish groundwater is one of the resources for further development. Recent explorations have shown that non-renewable brackish groundwater resources of deep sandstone type (Kurnub, Zarqa Group) possess an approximate potential of around 77 MCM/year.

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<sup>11</sup> As extracted from the 2004 Water Master Plan, Ministry of Water and Irrigation

### **Groundwater Models**

The development and use of groundwater models has been practiced in Jordan since the mid 1970's. At present time most of the models are flow models, which are mainly used to simulate groundwater management scenarios. A brief overview of existing models in Jordan is given by the evaluation of previous groundwater models.

In the framework of the National Water Master Plan a transient, multi-layered groundwater flow model for the entire country of Jordan was developed. The model is implemented at the Ministry of Water and Irrigation (MWI).

### **Groundwater Monitoring**

The groundwater monitoring activities in Jordan with respect to quality and quantity are described. Monitoring groundwater levels and groundwater quality is an integral component of the water resources protection strategy. By regularly monitoring it is possible to identify impacts on the aquifers and make decisions based on this information to avoid groundwater problems.

### **Groundwater Resources Planning and Development**

The basic strategy and policies for the water sector in Jordan are compiled and published in Jordan's Water Strategy and Policies (MWI, 1997) and Water for Life: Jordan's Water Strategy (2008-2022). One of the main objectives for the future is the reduction of groundwater abstraction to the level of safe yield to guarantee a sustainable use of the scarce groundwater resources in Jordan. The quantity of Jordan's economically developable renewable groundwater is approximately 275 MCM/year. The reduction of groundwater abstraction is assessed as being achievable by the year 2020. If this goal is not achieved, irreparable damages of groundwater will occur, leading to a further reduction of the usable groundwater resources.

A comparison of groundwater abstraction rates with the safe yield in different basins in Jordan shows, that a reduction in groundwater abstraction must be done mainly in Amman-Zarqa, Dead Sea, Azraq, Yarmouk, Jordan Valley and Jafr basins.

A reduction scheme for the MWI is developed. It states, that the use of renewable groundwater for municipal and mainly irrigation water use will be reduced until 2020 in order to reach the safe yield. From a practical point of view the reduction of the abstraction must be done stepwise. A proposed reduction schemes from 1998-2020 is developed. It relies on the findings of water balances and the results described in Volume Water Balances and Allocation.

It is believed that the legal basis for the groundwater abstraction reduction plan is given by existing laws (Water Authority Law No.18, 1988) and the most recent by-law (Underground Water Control, No.85, 2002) and its amendment (regulation No. 76, 2003), namely Articles 4, 16 and 29 of the said by-law. The by-law contains the legal basis that needs to be enforced accordingly to reduce groundwater abstraction to the safe yield until 2020. The implementation of the groundwater by-law warrants the introduction of supporting institutional and technical measures to improve compliance and monitoring of resources on the one hand. On the other hand the establishment of an appropriate information base on private wells is needed. The database

should include information on areas, crops, irrigation methods and requirements, abstractions, and wells data.

As a consequence the reduction of groundwater abstraction leads to a deficit in water supply. To bridge the gap, different options are available (options are ranked by priority):

- use of known fresh fossil groundwater;
- use of known brackish groundwater;
- prospecting and development of unused groundwater resources; and
- Increase of artificial groundwater recharge.

### **Groundwater Protection and Quality Conservation**

For groundwater protection, the development and implementation of a programme is needed in order to ensure that plans for groundwater protection, management, monitoring and restoration are defined, integrated and managed in a cost-effective manner. However, such a programme needs:

- a strong legal basis, given by laws and by-laws;
- guidelines and legal provisions;
- an administrative structure for implementation and survey; and
- Public involvement.

The legal basis of this programme is given by:

- Water Authority Law No. 18 of 1988;
- WAJ's Regulations for the Quality of Industrial Wastewater;
- Jordan's Water Strategy and Policies;
- standards for Drinking Water No. 286 of 2001 (as amended in 2008);
- standards for Industrial Wastewater No. 202 of 1991;
- Jordan's Water Strategy and Policies, 2002; and
- Underground Water Control By-Law No. 85 of 2002.

It should be noted that from the legal and regulatory point of view, the existing laws in Jordan are strong enough to control the use of groundwater resources and protect groundwater. However, up till now the application of these laws is still unsatisfactory, thus suggesting the need for future strengthening of law enforcement.

To improve groundwater protection several groundwater protection projects were implemented in the past. The main project is the "Groundwater Resources Management" project, which is carried out together with the Federal Institute for Geosciences and Natural Resources (BGR). The objective is to elaborate and implement groundwater protection measures by implementing groundwater protection areas in Jordan and applying concepts for groundwater contamination prevention.

In order to implement the Groundwater Protection Areas in the country, a “Higher Committee for Water Resources Protection” was established, with the aim of preparing national guidelines for the delineation of groundwater protection areas, and to propose corresponding by-laws. The establishment of groundwater protection zones is initiated in the public interest and will be coordinated by the Ministry of Water and Irrigation under the Water Authority Law (1988) with its subsequent amendments as well as on the By-Law of the Water Authority of Jordan (2002).

## **OBJECTIVES OF THE PROJECT**

This project is concerned with the full rehabilitation of ninety nine (99) wells that supply water to the Zarqa Governorate Water System. Mainly there are two groundwater basins that contain these wells which are "Amman – Zarqa" and "Azraq". The rehabilitation shall include the replacement or repair of components installed in the wells, related mechanical and electrical equipment associated with it and physical infrastructure protecting it. An investigation of the existing well system will need to be done to obtain latest data concerning these wells. This information will also be used to produce model inputs for estimating safe yields for the above mentioned basins to optimize the groundwater extraction from individual well fields in the basins.

As part of this activity, an identification of the real cause(s) for the extremely high failure rates on submersible pumps, developing solutions and remedial action, and developing tailor made training modules for pump operation and control has to be implemented. Therefore each individual well need to be evaluated for any equipment replacement needs to make a rehabilitation of the existing well's mechanical state to match the modeled optimal yield for that well. There is an urgent need to solve the extremely high rate of submersible pump failures, resulting in high investment costs, high operating and energy costs, low and unreliable service performance, and the continuous maintenance. In addition procurement of pumps takes about 6 to 9 months until the new pumps arrive in the stores and the quality of the pump purchased is low.

The overall objective for performing this activity will be to provide the maximum yield from the well system with optimum performance while minimizing the impact on the regions groundwater resource.

## **TASKS**

### **Task 1 – Collection and Review of Available Data**

Full confidence in the computed safe yield for the Zarqa is needed before any additional water resources are tapped. The previously computed safe yield is presently being exceeded. Also much of the abstracted water is being wasted by uncontrolled leakage from the water distribution system that needs to be repaired. Work by GTZ with the GIS system has shown a vast number of customer complaints mostly related to leaks from water distribution lines. Evaluating the true

Section 6: Terms of Reference

safe yield will provide a long-term sustainable target for value for groundwater abstraction so that the current severe decline of the groundwater levels in the Zarqa Basin could be stopped. A modeling review should be undertaken as a first step in the rehabilitation process.

Other modeling of the different well fields that make up the Zarqa water supply system is also needed for optimum production and needs to be started early in the program to provide sizing of pumping equipment for the individual wells. Discussions with GTZ and local water authority officials have indicated that many wells do not have properly sized pumps. Wells that have an over-sized pump usually are equipped with a valve to restrict flow down to a sustainable flow or are allowed to cycle off and on as the water level has a rapid decline in the well during extended pumping. This condition is both hard on the pump motors due to drawing high amperage from the restricted flow or the constant strain of starting the motor over and over. With declining water levels pumping lifts increase. However, the pumps are generally not adapted to these modified conditions. Having an under-sized pump limits the production from the well that may be able to sustain a higher yield thus providing more water to the system. Having all the well pumps properly sized for each well field will provide each system the most economical extraction cost while producing the most efficient yield.

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

Reference Type	Brief Description	Consultant / Agency	Source of Funding	Date Completed
The Water Resource Policy Support Activity	<ul style="list-style-type: none"> <li>• Summary Report of the Activity;</li> <li>• Groundwater Use and Users in Northeastern Amman Zarqa Basin Highlands Report;</li> <li>• Rehabilitation and Upgrade of the Groundwater and Wadi Flow Monitoring Networks Amman-Zarqa Basin Report;</li> <li>• Legal Assessment of the Groundwater Management Recommendations in the Amman-Zarqa Basin Highlands Report;</li> <li>• Irrigation Advisory Services Program in the Highlands Areas Report;</li> <li>• Outline Hydrogeology of the Amman Zarqa Basin</li> </ul>	Associates in Rural Development Inc. (ARD)	United States Agency for International Development (USAID)	August, 2001

Reference Type	Brief Description	Consultant / Agency	Source of Funding	Date Completed
	Report; <ul style="list-style-type: none"> <li>Hydro geological Impacts of Over pumping and Assessment of Groundwater Management Options in the Amman-Zarqa Highlands Report;</li> <li>Groundwater Abstraction Metering and Monitoring in the Amman-Zarqa Basin Report.</li> </ul>			
Technical Cooperation Project NO.PN 2005.2110.4	<ul style="list-style-type: none"> <li>Groundwater Resources Management in Jordan" Delineation of Groundwater protection Zones for the Corridor Well Field"</li> </ul>	BGR	BGR	2007

The Consultant will review the results of similar feasibility and environmental studies conducted previously and review ongoing or planned investment programmes, including those under preparation, that are financed by various institutions / donors, including those in the target area.

Discussions indicate that most if not all the wells are in need of a thorough rehabilitation. Rehabilitation may be a critical factor in the overall improvement of the water supply system. From these discussions, the following problems were identified:

- the well casing was not sealed at the surface with a proper well seal allowing any type of contaminant to enter the well;
- the water meters were in poor condition, often having some kind of damage, from the brass cover to the glass were missing;
- vandalism was evident for everything inside the fenced enclosure;
- the fenced enclosure was open (no gate); and
- The structure housing including the controls was not secure.

### **Task 2 – Compile Existing Data and Determine Missing Data for each Well**

Other reported problems were the varying quality of the well construction and the poor quality of the well pumps. The wells would have to be assessed individually to determine if they might need a replacement by drilling of a new well at the well site if the safe yield in the well field allows that. The type of construction, the materials used in the construction and quality of the finished well all need to be considered. There were many reports of pumps only lasting several months before they required replacement. Motor overheating or poor quality may be the cause of this. It is obvious that wells had not been properly designed and pumps had not been properly

selected. There are some reports that indicate that pumps are set at levels in the well that are too deep. The design of submersible pumps has the water intake section located above the pump motor. This condition would prevent flow in the well from passing by the pump motor and providing necessary cooling that these types of pump designs require. Installing shrouds over the pump motor will force the water to flow past the motor, but better design and pump installation is a better option if possible. The quality problem could be the current procurement process that favors inferior quality pumps to be supplied for purchase through poor specifications and laws requiring acceptance of lowest bids. Another apparent problem was that many of the pumps are not properly sized for the optimum well yield.

For this and other tasks a complete record of information for all wells is needed, containing the following data (Consultant will have an opportunity to review available information in Data Room established by MWI during the bidding process):

- Well ID
- Well location, N, E (obtain coordinated w/ GPS is needed)
- Producing aquifer
- Well Depth
- As-built drawing of well design showing, among others, drilling and casing diameters and sections of plain or screened casings and open sections
- Drilling log (resistively long/short normal, gamma ray) to identify productive sections
- Aquifer testing at well completion (24 h constant discharge test including 24 recovery measurements)
- Static water level (historic and current)
- Dynamic water levels (historic and current)
- Step Drawdown test (4-5 steps, each 2-4 h)
- Recommended well yield (interpreted from step tests)
- Water quality data
- Pump data (installed pump, pump setting)
- Photograph(s) of finished well head and well enclosure

The Consultant will have to acquire, collect and compile all the above mentioned information prior to the rehabilitation of the wells. Consideration may also be given to removal of the pumps and conducting a camera inspection of wells (borehole tele-viewer) that may have questionable condition or construction information.

In light of the above, the Consultant is to conduct the following process:

١. Compilation of all existing borehole information;
٢. Determination of data gaps;
٣. Inspection of well and water supply system for the following purposes: determine status of water supply system from well to pumping station (leakages, diameters, protection, etc.), determine operational status of well and identify parts that need to be replaced,

- determine gaps in well head protection and protection of water supply installations, and collecting water samples for analysis at WAJ laboratory and interpretation of analysis (to determine whether quality of water deteriorated; and, if so whether it is due to anthropogenic reasons or poor well condition);
- ξ. Determine whether well needs to be rehabilitated (using information such as when the well was last rehabilitated and whether yield has decreased since last rehabilitation?) and determine method of rehabilitation;
  - ο. Conduct rehabilitation;
  - ϛ. If step tests had not been conducted yet, conduct step tests;
  - Ϝ. If constant discharge tests (of appropriate duration) had not been conducted yet, conduct constant discharge tests;
  - Ϟ. Establish hydraulic model for the Basins and determine optimum abstraction for each well field;
  - ϟ. Prepare hydraulic analysis for each well field;
  - Ϡ. Determine optimum yield of each well based on interpretation of step tests and hydraulic model; and
  - ϡ. Determine optimal pump setting (now and for the next 10 years, using the current trend of water level decline from nearby observation wells) and choose optimal pump.

### **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 assemble an integrated team of environmental and social specialists to undertake the work required under Task 3 and Task 11. The team should include, at a minimum, the following skills and areas of expertise:

- Senior environmental specialist (with demonstrated experience managing the preparation of EIA and EMP for groundwater abstraction or similar projects);
- Groundwater hydrologist;
- Water resource management specialist;
- Social scientist/cultural resource specialist;
- Ecologist;



- Public/environmental health specialist; and,
- Public consultation specialist.

In addition to the technical expertise listed above, relevant members of the Consultant's environmental and social assessment team should be familiar with Jordan's environmental regulatory framework and be able to speak the local language in order to facilitate public consultations and other aspects of the analysis requiring direct interaction with local stakeholders.

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 11). 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 shall ensure that the site visits are visually documented through photographs taken of the surrounding areas, which depict pertinent environmental and social conditions.

### **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 proposed water well system. These impacts could be either positive or negative and may occur during construction or operation of the project components. Special consideration should be given to issues concerning groundwater management and the objective of achieving sustainable extraction rates in the long-term. Land acquisition and resettlement issues are not anticipated; however, this should be confirmed as part of the preliminary environmental and social assessment. Potential land acquisition and 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 priority investment program under Task 8, and should be incorporated into the Feasibility Study prepared under Task 7.

#### **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 48, 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 11) until the methodology, format, and content for the EIA presented in the Scoping Statement is approved by MoE, WAJ, MCA-Jordan and MCC, and the contract option to proceed with Task 11 has been formally exercised.

#### **Task 4 – Establish a Groundwater Flow Model for the Zarqa-Amman and Azraq Basin and Determine Optimum Yield for each Well Field**

After the collection of all data for each well, modeling process should also be used to provide optimum design for each individual well field to include pumping rates, (discharge and durations). At the completion of this individual well field model, a well rehabilitation program should be designed. This should include standardization of the wells, both in pump selection and all mechanical work on the well-head. By providing specifications that would allow only quality manufacturers to supply equipment and installing the winning brand throughout the system, maintenance will be much easier and more efficient. This will also be done for the well-head components including valves, back-flow preventers, meters, and controls. Wells should also be provided with means to conveniently measure water levels. The basic layout of the mechanical equipment at the well-head should be standardized including a secure pit to house the various meters and valves to prevent theft and vandalism. The security of each entire well area should also be improved. If the modelling software program for this task is to be acquired, the Consultant shall hand over the fully developed and calibrated model and the base modelling software to WAJ for its unrestricted ownership and use. If the modelling software program for this task is proprietary, the Consultant shall provide all applicable licenses of the base modelling software and the fully developed and calibrated 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 model for a period of 5 years.

#### **Task 5 – Well Field Hydraulic Analyses**

Before pump selection, the efficiency of the well fields should also be considered. An analysis should be made on a design that would utilize wells in an immediate area pumping to a small ground storage reservoir, then using a more efficient centrifugal pump to move the water to the well field's primary reservoir at the central pumping station. The reservoir used for this purpose could be constructed from formed concrete that would allow easy repair. The pump would require a secure housing. If the analysis indicates that this type of system is more efficient, it

should be considered for incorporation into the rehabilitation project. This system would allow submersible pumps with less horsepower to be installed into the well since the well pump would not be required to move the water all the way to the reservoir at the primary pumping station resulting in a more economical pump in these wells. If the modelling software program for this task is to be acquired, the Consultant shall hand over the fully developed and calibrated model and the base modelling software to WAJ for its unrestricted ownership and use. If the modelling software program for this task is proprietary, the Consultant shall provide all applicable licenses of the base modelling software and the fully developed and calibrated 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 model for a period of 5 years.

### **Task 6 – Preparation of Maps and Drawings**

The Consultant shall review, verify, update, prepare and digitize/scan the following:

- available maps and drawings required to form the basis for the conceptual preliminary design. Base maps and network layers have been already prepared by the GTZ/OMS project, which the Consultant should use as a starting point in this task;
- 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
- Preparation of maps showing the entire water system including the water resources, pumping stations, the transmission, primary, secondary and tertiary systems detailing the age and diameter of water pipelines including valves in an appropriate scale;

All maps and drawings shall be produced by Arcinfo/ArcGIS computer drafting software and shall be submitted either in form of required hard copies as well as diskette files.

### **Task 7 – Preparation of Feasibility Study for Well Rehabilitation**

This task calls for the rehabilitation of 99 wells that supply water to the Zarqa water system. The term “rehabilitation” used herein shall relate to replacement or repair of components installed in the wells and related to mechanical and electrical equipment associated with the well. The Consultant will be required to do the following:

- 1) perform an investigation of the existing well and supply system and compile all required data concerning the current situation at the wells;
- 2) this information will then be used to prepare a work plan and determine which additional information and work is needed and how it should be compiled (e.g. using constant discharge tests, step tests, geophysical logging, topographic surveys, assessment of protection of the water supply system, etc.);

- ƴ) the additional information would be collected through implementation of the proposed work plan;
- ⓔ) estimate the safe yield for the Zarqa Basin in northern Jordan (using a groundwater flow model);
- ⓐ) optimize the groundwater extraction from individual wells (e.g. by interpreting the results of step tests) or well fields in the Basin (e.g. by using scenarios in groundwater flow models);
- Ⓡ) Evaluate whether each individual well needs to be rehabilitated or whether any equipment needs to be changed or whether additional protective measures are required, and
- Ⓢ) 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.

The overall goal for performing this project will be to provide the optimum yield from each well with optimum performance of the water supply and optimum energy efficiency (as a result of both, pumping lift at the well and pumping from the water source to the demand area) while minimizing the regional impact on the groundwater resource concerning quantity and quality.

## **Task – 8 Identification of Priority Investment Program**

### **Sub-task 8.1 Development of selection criteria**

The Consultant shall establish appropriate criteria, in order to select truly 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 most feasible alternatives or combinations shall be worked out with rough quantities and capital and operation and maintenance costs calculations for the necessary investment, accompanied by a concise description of the main components and phasing.

After a decision on the alternatives or variants has been taken, the Consultant's technical considerations and the planning and design will concentrate on the components defined for the respective alternatives. This will ensure that this part will deal only with components that all parties have accepted as realistic.

During the conceptual preliminary design the overall scope of restructuring and rehabilitation measures and expected effects have to be defined and assessed as detailed as possible. Due to the limited funds prioritization of measures is of utmost importance and must be based on a cost-benefit-analysis using a comprehensive set of criteria. Moreover, as stated in Task 3, the Consultant is required to make preliminary environment and social assessments for the alternatives that are considered, and the results of the preliminary assessments should be taken into account in the identification of priority investment program.

### **Sub-task 8.2 Examination of alternatives**

The Consultant shall examine alternatives to the restructuring and rehabilitation requirements including the "No Action" alternative. In addition, he will compare feasibility, including costs and benefits and giving recommendations for the identification of priority investment program components. Alternatives shall be evaluated using the developed agreed selection criteria.

### **Sub-task 8.3 Preparation of priority investment program costs**

The Consultant shall prepare estimates of the capital costs for the selected priority investment program measures, on a current price basis. He shall estimate separately physical contingencies and price escalation for each measure. In addition, the Consultant shall outline and determine the operation and maintenance costs of the measures to be constructed, and any costs associated with environmental and social mitigation measures. Cost estimates (unit, costs, investment, EMP, resettlement (if any) and operations cost) shall be prepared in order to outline budget requirements for the different priority stages of the future improvements. The Consultant shall outline a financial forecast of the selected alternative. To facilitate comparison and economic rate of return (ERR) analysis, "do nothing" costs should also be estimated (i.e. operations, maintenance, etc. in the absence of the proposed).

The Consultant shall assess the general economic effect of the proposed improvements. It shall determine the rate per household if capital and annual operation and maintenance costs are to be recovered by consumers over different time spans.

The Consultant shall assess the significance of the program on the population in the areas served in terms of meeting basic needs, effect on health and hygienic conditions and the living environment, with particular consideration of low-income groups.

The feasibility study and conceptual 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. Conceptual preliminary designs should be sufficiently elaborated to enable a direct continuation of detailed engineering design

### **Sub-task 8.4 Calculation of Economic Rate of Return (ERR)**

The Consultant will conduct economic analysis of identified feasible project alternatives in compliance with MCC Guidelines for Economic and Beneficiary Analysis<sup>17</sup>. The Consultant will estimate the incremental benefits of the investment and compare these to the incremental costs in an ERR calculation.

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<sup>17</sup> <http://www.mcc.gov/documents/guidance-economicandbeneficiaryanalysis.pdf>

The incremental costs will come directly from the previous sub-task (“Preparation of priority investment program costs”).

As well as considering incremental changes in recurrent capital expenditures and operating and maintenance costs without and with the proposed investment, the analysis will account for incremental changes in the availability of water for final users (residential and commercial) over time. The Consultant will provide a forecast of the quantity of bulk water supplied from the aquifer with and without the proposed investments. Because the project entails better monitoring of water use, the difference between with and without project quantities of bulk water supplied (incremental bulk water) may be small or even negative in early years but is expected to become significantly positive in later years as degradation and exhaustion of the aquifer is avoided.

MCA-Jordan will estimate the value per cubic meter of additional water under a separate contract; therefore the Consultant will only need to estimate the additional quantity of bulk water provided. The ERR model should make a “placeholder” assumption about the economic value of each incremental cubic meter of bulk water based on a simple cross-country literature review. MCA-Jordan will update this placeholder with the figure from the separate contact after received the deliverable. The consultant will provide MCA-Jordan with a well annotated Excel spreadsheet of this calculation.

Any additional incremental benefits the Consultant believes should be calculated must first be approved by MCA-Jordan in consultation with MCC.

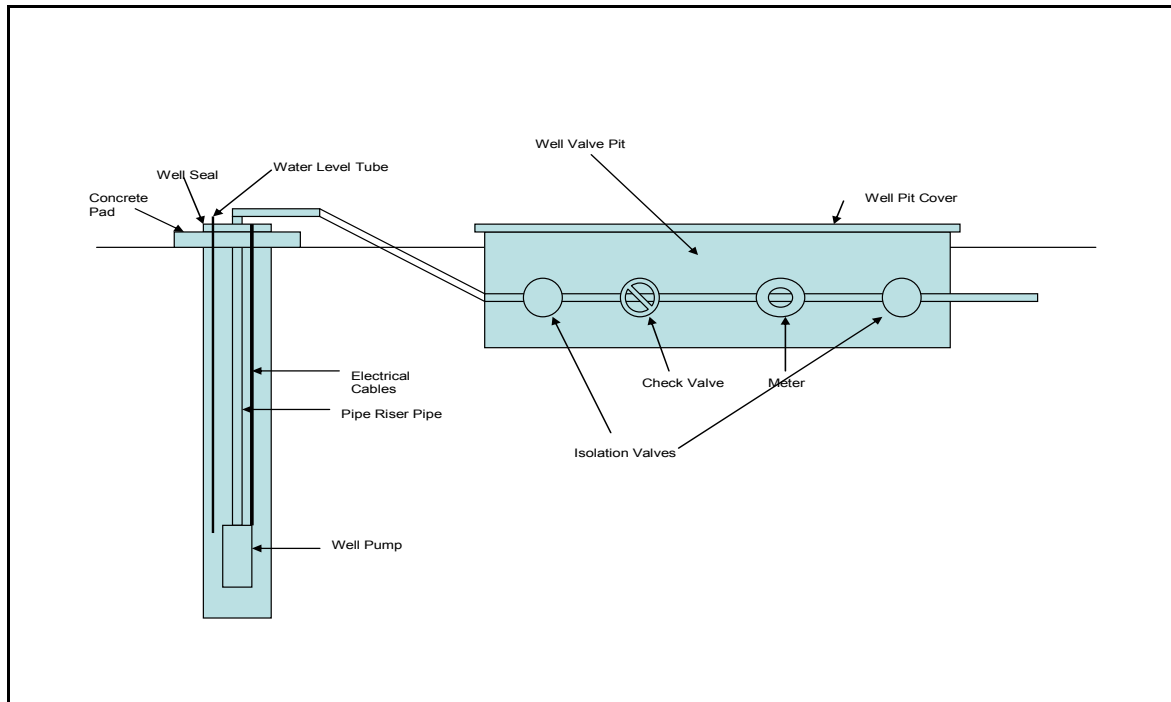
### **Task 9 – Identify Well Rehabilitation Components for Bill of Quantity**

As the individual well fields are being designed, all equipment identified for replacement will also have a selected repair package furnished. This package should include components that require periodic replacement or maintenance. This package would be based advice from engineers and manufacturers. Ideally, the package would provide common replacement and maintenance parts that could be widely used in the “standardized” well-head designs. This package will have to accommodate a variety of discharge pipe sizes, pump sizes and controls, but will provide a huge benefit to the Zarqa Water Authority. The basic components that may require replacement are as follows, each based on the selected pump requirements and required associated piping diameter:

- Submersible well pump
- Electrical cable for well pump
- Controls for well pump
- Well seal, compression seal type
- Air line or small diameter pipe for measuring water level
- Pump riser pipe, preferably spline-joint PVC construction
- Piping from well seal to valve pit

Section 6: Terms of Reference

- Isolation valves (2 each)
- Air release valve
- Check valve
- Water meter
- Constructed valve pit with vandal-proof cover



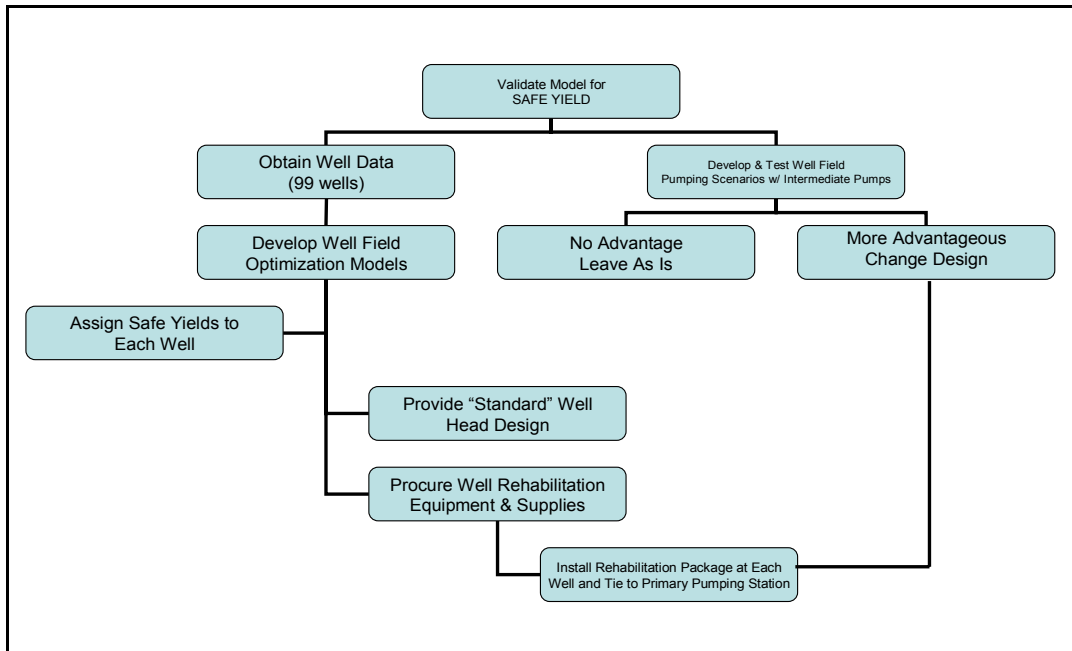
**Basic layout of Standardized Well Rehabilitation**

Measures should also be taken at each individual well location to improve security including repair of fencing and electrical control housing.

### **Task 10 – Develop Implementation Plan and Schedule**

The following process diagram shows the major steps in implementing the well rehabilitation program starting with “safe yield” model validation. Other than standardizing well components, it also has the step to look at the layout of each individual well field to see if changing the configuration of the pumping scheme by adding intermediate pumping stations is feasible.





**Process to provide well standardization and rehabilitation and maximum economy to the Zarqa water well system**

The schedule for implementing the well rehabilitation program should be developed with milestones to maintain the overall program within contact limits. The large number of wells (99) scattered over several well fields suggest that the Consultant need to mobilize several field teams to collect individual well data. Coordination with the WAJ will be required as the wells are temporarily taken off-line during assessments and testing. Wells that may require that pumps to be removed as part of the assessment will require special equipment to accomplish this task. Due to the large number of wells involved, the Consultant should give consideration to the potential need for the construction contractor to field multiple teams to accomplish the rehabilitation work within a total goods procurement and construction period of five years (compact duration).

**Task – 11 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 for the EIA 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>14</sup>; World Bank Operational Policy 4.12 on Involuntary Resettlement<sup>15</sup>

### **Sub task – 11.1: 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;
- 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 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

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<sup>14</sup> MCC Environmental Guidelines and Gender Policy are available on the MCC website at: <http://www.mcc.gov/countrytools/compact/development.php>

<sup>15</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.

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 baseline 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; indigenous peoples or other potentially vulnerable segments of the population and cultural resources (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). To the degree relevant, 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 (such as improved groundwater management) 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; and
- *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 – 11.2: 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. Resettlement is not anticipated to be a significant issue for this project, if at all; however, in the event any form of 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 for the EIA approved under Task 3.6.

### **Sub task – 11.3: 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 for the EIA 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.

## **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 and nearby 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 achieve full mobilization in Jordan of its team as required according to the workplan within two weeks. This mobilization period shall begin with the notice to proceed issued by MWI within 7 days of execution of the Contract..

### **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. The Consultant shall complete all activities so as to submit the final report within approximately 12 months. The Consultant is required to provide the Priority Investment Plan (Task 8) with refined cost estimates within 7 months of start of the assignment.

### **Review and Approval Period**

WAJ will provide the Consultant with consolidated comments on all reports, as per the durations mentioned in the Reporting Requirements section of 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.

<b>Position</b>	<b>Education</b>	<b>Experience Requirements</b>
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 groundwater well projects in developing countries</li> <li>• Proven track record of having been project manager of large consulting teams</li> <li>• Demonstrable experience in managing similar feasibility studies</li> <li>• Demonstrable experience in developing master plans for groundwater systems</li> <li>• Relevant experience in the region is desirable.</li> </ul>
Deputy Project Manager	Degree in Water or Civil Engineering or professional certification	<ul style="list-style-type: none"> <li>• Groundwater 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>• Demonstrated experience in well field hydraulic analysis and modeling</li> <li>• Modeling of systems with intermittent supply</li> </ul>
Senior Environmental Specialist (EIA Project Lead)	Masters degree In Environmental Science, Engineering or similar	<ul style="list-style-type: none"> <li>• Preparation of Environmental Impact Assessment and Management Plans for groundwater well or similar water supply projects.</li> <li>• Groundwater hydrology, water resource management, or related technical discipline</li> </ul>

<b>Position</b>	<b>Education</b>	<b>Experience Requirements</b>
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>
Hydro geologist	Degree in geology	<ul style="list-style-type: none"> <li>• Experience in lotlogy and pump test analysis</li> <li>• Full experience in aquifer geology</li> </ul>
Project Economist	Masters degree in economics or financial analysis	<ul style="list-style-type: none"> <li>• Constructing cost-benefit analysis</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.



Section 6: Terms of Reference

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)	Type	Deliverables Submission	Approval
	Mobilization Inception Report	2 weeks 2 months	N/A <ul style="list-style-type: none"> <li>Inception Report including: (a) changes to the original proposal, final work plan and time schedule; (b) the MS-Project plan; (c) final manpower input schedule; (d) start-up issues and mitigation measures; and (e) review of and recommendation on the specified tasks.</li> </ul>	N/A Within 2 months	N/A 2 weeks after submission
1 & 2	Preparatory work (data collection, review of available data, etc.)	2 months	<ul style="list-style-type: none"> <li>Inventory of available data and collected information</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)	7 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
4, 5 & 6	Groundwater Flow Model & Optimum Yield; Hydraulic Analysis	4 months	<ul style="list-style-type: none"> <li>Preliminary Design</li> </ul>	1 week after the task completion	2 weeks after submission
7	Feasibility Study	Preliminary Draft: 5 months Draft: 7 months	<ul style="list-style-type: none"> <li>Preliminary draft feasibility study</li> <li>Draft feasibility study</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>
8	Priority Investment Program	7 months	<ul style="list-style-type: none"> <li>Investment Program prioritized</li> <li>Detailed cost Estimates</li> </ul>	1 week after the task completion	2 weeks after submission
9	BOQs	10 months	<ul style="list-style-type: none"> <li>Design and BOQs</li> </ul>	1 week after the task completion	2 weeks after submission
10	Implementation Plan and Schedule	7 months	<ul style="list-style-type: none"> <li>MS Project Schedules</li> <li>Implementation Arrangement</li> </ul>	1 week after the task completion	2 weeks after submission
11	Preparation of detailed	To Be	<ul style="list-style-type: none"> <li>Preliminary draft,</li> </ul>	TBD (under	TBD (under Option)

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EIA, EMP, and RAP (if necessary)	Determined (based on exercising option)	final draft, and final EIA, EMP, and RAP reports	Option)
Final Report	10 months	• Feasibility Study	1 week after the task completion      2 weeks after submission

In addition, the Consultant is required to submit monthly progress reports for each task. These will be brief, not technical, and shall principally involve:

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

**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. The groundwater flow model and well field hydraulic analyses data will be provided in formats compatible with the software provided by the Consultant as specified in tasks 4 and 5.

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.

## PAYMENT SCHEDULE

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

Deliverables	Instalments <sup>11</sup>
Mobilization	10%
Acceptance of the Well Field Hydraulic Model	5%
Acceptance of Preliminary Environmental and Social Assessment	5%
Acceptance of the Priority Investment Program and Project Overview for Submission to MoE	20%
Acceptance of the final feasibility Report	20%
Acceptance of Public Scoping Statement and ToR for detailed EIA	5%
Acceptance of BOQs	20%
Acceptance of Final Report	15%

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<sup>11</sup> Percentage of the total contract sum