



**REQUEST FOR PROPOSALS
RFP / QCBS / Central Tender No. (238/2014)-MCC
MILLENNIUM CHALLENGE ACCOUNT - JORDAN**

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

**Funded by
THE UNITED STATES OF AMERICA
through
THE MILLENNIUM CHALLENGE CORPORATION**

Procurement of Consultant Services

Legal Advisory Services to MCA-Jordan 2014

Date: Nov 27th, 2014

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Letter of Invitation for Proposals

Re: Legal Advisory Services to MCA-Jordan 2014
RFP Ref: Central Tender No. (238/2014)-MCC

1. The Millennium Challenge Corporation (“MCC”) and the Government of **Jordan** (the “Government” or “**GoJ**”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **Jordan** (the “Compact”) in the amount of approximately **275,100,000.00** USD (“MCC Funding”). The Government, acting through **Millennium Challenge Account - Jordan** (“MCA Entity”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which the Request for Proposals is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC funding and conditions to the disbursements of MCC funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding.
2. The Compact program includes several water and wastewater projects in Zarqa Governorate, which have been identified by the Government of Jordan as priority projects that can effectively contribute to poverty alleviation in Jordan. The technical, social and environmental feasibility studies for the identified projects, which are fully funded by MCC through grant agreement (609g) signed between the Government of Jordan and MCC in June 2009, were started in late 2009 and were executed in early 2012. Subsequently, the program entered into its implementation phase on 13th December, 2011 for a period of 5 years.
3. This Invitation for Proposals follows the General Procurement Notice No. 8 that appeared in dgMarket on **Nov. 17, 2014**, UNDBOnline on **Nov. 17, 2014**, the MCA Entity website www.mca-jordan.gov.jo, and the Government Tenders Directorate (GTD) (Procurement Agent) website www.gtd.gov.jo on **Nov. 17, 2014**, and local newspapers **Al Rai**, **Addustour**, and **Jordan Times** on **Nov. 18, 2014**.
4. The MCA Entity through the Government Tenders Directorate (GTD) (Procurement Agent) now invites proposals to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference.
5. The Request for Proposal (“RFP”) is open to all eligible entities or persons (“Consultants”) who wish to respond. Consultants may only associate with each other in the form of a joint venture or in a sub-consultancy agreement to complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment and so long as any association is otherwise formed in accordance with the terms of the RFP.
6. A Consultant will be selected under the QCBS method, the evaluation procedure for which is described in sections of the RFP in accordance with “MCC Program Procurement Guidelines” which are provided on the MCC website www.mcc.gov.

7. 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.

8. Consultants interested in submitting a Proposal should register their interest by sending an e-mail, giving full contact details of the Consultant, to
Government Tenders Directorate
The Ministry of Public Works and Housing
King Abdullah II Circle (8th Circle)/King Abdullah II Street
P.O. Box: 1220, Amman 11118 Jordan : Attention: Director General
Facsimile: 00962 6 5857583 / 5857639
Email: nadia.alahmad@gtd.gov.jo

9. A pre-Proposal meeting will be held at **MCA-Jordan (Amman- East to Fifth Circle - Uqbah Bin Nafeh Street - Building No. 86)** at **9:00 Hours Jordan local time** if so specified in the Proposal Data Sheet. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.
10. The closing time for receipt of Proposals is **Dec 29th, 2014** at **12:00** 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.

Yours sincerely,

Eng. Huda Shishani

**Chairman of Central Tenders Committee
Director General**

**Government Tenders Directorate
Ministry of Public Works and Housing
Government Tenders Directorate
King Abdallah II Circle (8th Circle)/ King Abdallah II Street
P.O Box: 1220 Amman 11118 Jordan
Telephone number: 00 962 6 585 8 / 311, 312, 313, or 314.
Fax number: 00 962 6 585 7 / 583 or 639.
Email: nadia.alahmad@gtd.gov.jo**

Section 1 Instructions to Consultants

Definitions

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

proof of receipt.

- (n) "Key Professional Personnel" means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (o) "LCS" means Least Cost Selection method.
- (p) "MCA Entity" means **Millennium Challenge Account Jordan (MCA-Jordan)**, the party with which the selected Consultant signs the Contract for the provision of the Services.
- (q) "MCC" means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (r) "PDS" means the Proposal Data Sheet, in Section 2 of this RFP, used to reflect specific country and assignment conditions.
- (s) "Personnel" means professionals and support staff provided by the Consultant, or by any Sub-Consultants, or associates that are assigned to perform the Services or any part thereof.
- (t) "Pre-Proposal Meeting" means the pre-proposal meeting specified in the **PDS**, if any.
- (u) "Proposal" means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.
- (v) "QBS" means Quality-Based Selection method.
- (w) "QCBS" means Quality and Cost-Based Selection method.
- (x) "RFP" means this Request for Proposals, including any amendments that may be made, prepared by the MCA Entity for the selection of the Consultant.
- (y) "SCC" means the Special Conditions of Contract.
- (z) "Services" means the tasks to be performed by the Consultant pursuant to the Contract.
- (aa) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (bb) "Taxes" has the meaning given the term in the Compact.
- (cc) "TEP" means the Technical Evaluation Panel,

selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.

(dd) "Technical Proposal" has the meaning given the term in ITC Sub-Clause 3.4.

(ee) "Terms of Reference" or "TOR" means the document included in this RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the MCA Entity and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The MCA Entity named in the **PDS** will select a Consultant in accordance with the selection method specified in the **PDS**.
- 1.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 1.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the **PDS**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the MCA Entity before submitting a Proposal and to attend a Pre-Proposal Meeting if one is specified in the **PDS**. Attending any Pre-Proposal Meeting is strongly advised, but not mandatory. Attending any Pre-Proposal Meeting and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
- 1.5 The MCA Entity will timely provide, at no cost to the Consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant

project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.

- 1.6 Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation.
- 1.7 The MCA Entity is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to any Consultant.

Conflict of Interest

- 1.8 The MCA Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the MCA Entity's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.
- 1.8.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

Conflicting Activities

- (a) A Consultant that has been engaged by the MCA Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and

satellite imagery.

Conflicting Assignments

- (b) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the MCA Entity or for another client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question.

Conflicting Relationships

- (c) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) that have a business or family relationship with a member of the MCA Entity's board of directors or the MCA Entity staff, or with the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by the MCA Entity who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC throughout the selection process and the execution of the Contract.

1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract.

1.8.3 No member of the MCA Entity's board of directors or current employees of the MCA Entity shall work as, or on behalf of, any Consultant.

1.8.4 No current employees of the Government shall work as

Consultants or as Personnel under their own ministries, departments or agencies.

1.8.5 Recruiting former MCA Entity or Government employees to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

1.8.6 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the MCA Entity by the Consultant as part of its Technical Proposal.

1.8.7 In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses 1.8.3 – 1.8.6, who may have left the MCA Entity within a period of less than twelve (12) months of the date of this RFP, it must obtain a “no-objection” from the MCA Entity for the inclusion of such a person, prior to the Consultant’s submission of its Proposal.

Unfair Advantage

1.8.8 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the MCA Entity shall make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.9 MCC requires that all beneficiaries of MCC Funding, including the MCA Entity and any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MCA Entity:

- (a) will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
- (b) as the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be

awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and

- (c) has the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA Entity, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Proposal or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by the MCA Entity with the approval of MCC.

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

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

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|-----------------------------|--|
| 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 “ <i>Excluded Parties Verification Procedures in MCA Entity Program Procurements</i> ” that can be found on MCC’s website at www.mcc.gov . This would also remove from eligibility for participation in a procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of |

the United States. As of the date of this Request for Proposals, those countries are *[Cuba, Iran, North Korea, Sudan and Syria]*. However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the web sites identified in the guidance paper referenced above for the most current listing of sanctioned and restricted countries.

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

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

Qualification and
Eligibility of
Consultants

1.10.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in Paragraphs 3.1 to 3.3 of Section 3 of this RFP.

1.10.3 Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.

Eligibility of Associates

1.10.4 In the case where a Consultant intends to associate with another Consultant and/or individual expert(s), then such associates shall also be subject to the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.

Eligibility of Government-owned Entities	1.10.5 Government-Owned Entities (GOEs) are not eligible to compete for MCC-funded contracts. GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract anticipated to be procured through these means. This prohibition does not apply to Government-owned Force Account units owned by the Government of the MCA Entity's country, or Government-owned educational institutions and research centers, any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC's Program Procurement Guidelines. All Consultants must certify their status as a part of their submission in Attachment to Form TECH-1 (Government-Owned Entities Certification Form).
Commissions and Gratuities	1.11 A Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP or its Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4B).
Origin of Goods and Consulting Services	1.12 Goods supplied and consulting services provided under the Contract may originate from any country subject to the same restrictions specified for Consultants (including their associates, if any), their Personnel and Sub-Consultants set forth in ITC Sub-Clause 1.10.
Only one Proposal	1.13 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal.
Proposal Validity	1.14 The PDS indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professional Personnel nominated in the Proposal. The MCA Entity will make its best effort to complete negotiations within this period. Should the need arise, however, the MCA Entity may request Consultants to

extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

Source of Funds;
Compact Terms and
Conditions

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

2. Clarification and
Amendment of RFP
Document

- 2.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the **PDS** before the Proposal submission date. Any request for clarification must be sent in writing or by email or fax to the MCA Entity at the address indicated in the **PDS**. The MCA Entity will respond in writing or by email or fax and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants by the date specified in the **PDS**.
- 2.2 Should the MCA Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC Sub-Clause 2.4.
- 2.3 At any time prior to the deadline for submission of Proposals, the MCA Entity may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under ITC Sub-Clause 2.4.

- 2.4 Any amendment issued under ITC Sub-Clauses 2.2 or 2.3 shall (a) become a part of the RFP and (b) be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be.
- 2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, the MCA Entity may, at its discretion, extend the deadline for the submission of Proposals
3. Preparation of Proposals
- 3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the MCA Entity, shall be written in the English and/or **Arabic**, as specified in the **PDS**. If proposals are to be submitted in both English and/or **Arabic**, the English version shall govern.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- In the case where there has been shortlisting of Consultants, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so indicated in the **PDS**. A shortlisted Consultant must first obtain the approval of the MCA Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and

severally liable and shall indicate who will act as the leader of the joint venture.

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

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

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

Technical Proposal
Format and Content

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

- (a) Information on the Consultant’s financial capacity is required (Form TECH-2 of Section 4A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section 4A). For each assignment, the outline should indicate the names of associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to

substantiate the claimed experience if so requested by the MCA Entity. References of the Consultant are also required (Form TECH-5 of Section 4A).

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the MCA Entity (Form TECH-7 of Section 4A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form TECH-6 of Section 4A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section 4A) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section 4A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section 4A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
- (f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section 4A).
- (g) A detailed description of the proposed methodology and staffing for training, if the **PDS** specifies training as a specific component of the assignment.

- 3.5 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

- Financial Proposals 3.6 The Consultant’s financial proposal shall be prepared using the forms provided in Section 4B (the “Financial Proposal”). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants’ home office) and travel expenses, if indicated in the **PDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.
- Taxes 3.7 Except as may be exempt pursuant to the Compact, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes (as defined in the Compact) under applicable law (now or hereafter in effect). The Consultant, (including its associates, if any), Sub-Consultants and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Consultant, its associates, Sub-Consultants, or their respective Personnel, the Contract price shall not be adjusted to account for such Taxes. The MCA Entity shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants, or their respective Personnel for any Taxes.
- Currencies 3.8 Consultants must submit their Financial Proposals in the currency or currencies specified in the **PDS**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment should be listed in the Financial Proposal Form FIN-1 of Section 4B.
4. Submission, Receipt, and Opening of Proposals 4.1 The following applies to the “**ORIGINAL**” of the Technical Proposal, and of the Financial Proposal. The “**ORIGINAL**” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “**ORIGINAL**”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).
- 4.2 If required in the **PDS**, the authorized representative of the Consultant signing the “**ORIGINALS**” of the Technical and of the Financial Proposal shall provide within the

Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “**ORIGINALS**” on behalf of the Consultant, and its associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked “**ORIGINAL**”.

- 4.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked “**COPY**”. It is preferred that all copies required should be made by photocopying the “**ORIGINAL**” as appropriate. However, the Consultant should note that if copies are made by any other means and discrepancies are found between the original and any of the copies of the relevant documents, then the “**ORIGINAL**” shall govern.
- 4.4 The “**ORIGINAL**” and each “**COPY**” of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked “**Technical Proposal**”. Similarly, the “**ORIGINAL**” and each “**COPY**” of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked “**Financial Proposal**”.

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

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

The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked “**Do Not Open, Except In Presence of the Official Appointed,**

Before [Dec 29th, 2014. 12:00 Jordan time] as indicated in the **PDS**. The MCA Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.

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

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

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

Evaluation of Technical Proposals 5.2 The TEP shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section 3. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **PDS**.

Financial Proposals (only for QBS) 5.3 Following the ranking of Technical Proposals, and after receiving a "no objection" from MCC (if applicable),

when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Proposal and the Contract in accordance with the instructions given under ITC Sub-Clause 6.1.

Financial Proposals
(only for QCBS, FBS,
LCS)

- 5.4 Following completion of the evaluation of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), the MCA Entity shall notify all Consultants who have submitted Proposals of (a) those Proposals which were considered non-responsive, (b) the technical scores of those Proposals which were deemed responsive and (c) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial Proposals.

The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after the MCA Entity has completed the selection process.

- 5.5 Financial Proposals shall be opened publicly in the presence of those Consultants’ representatives who choose to attend at the date, time and location stated in the notice issued pursuant to ITC Sub-Clause 5.4. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the record shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC.

- 5.6 The TEP will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in

this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date indicated in the **PDS**.

- 5.7 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section 3: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in Section 3. $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the MCA Entity will select the lowest priced proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to ITC Sub-Clause 5.6 shall be considered, and the selected firm invited for negotiations.
- 5.9 Prior to execution of a contract, the MCA Entity shall reserve the right to conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the MCA Entity. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the MCA Entity may also verify any information provided on Form TECH-5 in the proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal and the MCA Entity may, at its discretion, move to invite the next-ranked Consultant for negotiation.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the

PDS. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in the MCA Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.

Technical Negotiations 6.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.

The MCA Entity and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the MCA Entity to ensure satisfactory implementation of the assignment.

The MCA Entity shall prepare minutes of negotiations which will be signed by the MCA Entity and the Consultant.

Financial Negotiations 6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local Tax amount to be paid by the Consultant under the Contract. In no event, shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

Availability of Professional Staff/Experts 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, the MCA Entity expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal. Before Contract negotiations, the MCA Entity will require assurances that the proposed Key Professional Personnel will be actually available.

During Contract negotiations, the MCA Entity will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

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| Conclusion of the Negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract and Appendices, following which the MCA Entity and the Consultant will initial the agreed Contract. If negotiations fail, the MCA Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After the award of Contract, the MCA Entity shall publish on its website, at dgMarket and at UNDB online the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. After Contract signature, the MCA Entity shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the PDS . |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government's, the MCA Entity's and MCC's antifraud and corruption policies. |
| 9. Bid Challenge System | 9.1 | Any Consultant has the right to complaint and appeal, but must do so in the manner and format set down in the bid challenge system published on the MCA Entity's |

website www.mca-jordan.gov.jo.

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

Section 2 Proposal Data Sheet	
ITC 1.1	The name of the MCA Entity is Millennium Challenge Account Jordan . The method of selection is the QCBS method.
ITC 1.3	The Name of the assignment is: Legal Advisory Services To MCA-Jordan 2014
ITC 1.4	A Pre-Proposal Meeting will be held at 9:00 (local time) on December 7th, 2014 at MCA-Jordan (Amman - East to Fifth Circle - Uqbah Bin Nafeh Street - Building No. 86) . Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.
ITC 1.5	The MCA Entity will provide the following inputs and facilities: N/A
ITC 1.14	Proposals must remain valid for ninety (90) days after the deadline for the submission of Proposals specified in PDS ITC 4.5 .
ITC 2.1	Clarifications may be requested by e-mail not later than (20) days before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than (10) days prior to the deadline for submission of Proposals. The address for requesting clarifications is: Millennium Challenge Account Jordan Att.: The Procurement Agent (Government Tenders Directorate) Address: Ministry of Public Works and Housing King Abdullah II Circle/King Abdullah II Street P.O. Box: 1220, Amman 11118 Jordan : Attention: Director General Facsimile: 00962 6 5857583 / 5857639 Email: nadia.alahmad@gtd.gov.jo
ITC 3.1	Technical and Financial Proposals shall be submitted in English [Yes] and Arabic [No] .
ITC 3.3 (a)	Shortlisted Consultants may not associate with other shortlisted Consultants.
ITC 3.3(b)	The estimated total number of person-months for Key Professional Personnel required for the assignment by labor category is: 12 person-months
ITC 3.4(g)	Training is not a specific component of this assignment.
ITC 3.6	Per diem and in-country travel will be included in the total price in form FIN-2
ITC 3.8	Consultants must submit Financial Proposals in: [USD]. No other currency or combination of currencies is allowed.
ITC 4.2	Written Power of Attorney required [Yes]
ITC 4.3	A Consultant must submit [1] original and [4] copies of both the Technical Proposal and the Financial Proposal, in the language(s) specified in PDS ITC 3.1 .

ITC 4.4	<p>The address for the submission of Proposals is:</p> <p>Eng. Huda Shishani Chairman of Central Tenders Committee Director General</p> <p>Address : Ministry of Public Works and Housing, Government Tenders Directorate, King Abdallah II Circle (8th Circle)/ King Abdallah II Street</p> <p>City: Amman</p> <p>Country: The Hashemite Kingdome of Jordan</p> <p>Email : nadia.alahmad@gtd.gov.jo</p>
ITC 4.5	<p>Proposals must be submitted no later than 12:00 Hours (local time in Jordan), on Dec 29, 2014.</p>
ITC 4.6	<p>Technical Proposals will be opened publicly. Consultant's representatives can attend the opening session or follow up the opening session transmitted directly via audio/video at Government Tenders Directorate (Procurement Agent) official website www.gtd.gov.jo.</p>
ITC 5.2	<p>The minimum technical score St required to pass is 80 points out of 100 possible points.</p>
ITC 5.6	<p>The single currency for price conversions is USD for the purposes of evaluation.</p> <p>The source of official selling rates for evaluation purposes is: Central Bank of Jordan</p> <p>The date of the exchange rate for evaluation purposes is the date 21 days prior to the deadline for submission of the Proposal.</p>
ITC 5.9	<p>The criteria for post-qualification requirements are: N/A</p>
ITC 6.1	<p>The expected date for Contract negotiations is 20 days after the opening of the Financial Proposals and will be held at the:</p> <p>Ministry of Public Works and Housing Government Tenders Directorate (2nd Floor) King Abdullah II Circle (8th Circle)/King Abdullah II Street Amman, Jordan.</p>
ITC 7.2	<p>The date for commencement of the Services is 7 days after the effective date of the Contract and the location is Amman-Jordan.</p>

Section 3 Qualification and Evaluation Criteria

3.1 Legal Status

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

3.2 Financial Criteria

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

3.3 Litigation Criteria.

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

3.4 Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 5.2	Criteria, sub-criteria	Points
	1. Organizational Capability and Experience of the Consultant	
	<p>Evidence of organizational capability and relevant experience in the execution of projects of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed provided in Form TECH-4. The evidence shall 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.</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 MCA Entity's evaluation of the Consultant's Technical Proposal.</p> <p>The MCA Entity reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance.</p>	
	Organizational capability	5
	General experience in the legal sector including commercial laws	10

	Regional experience in Middle East	5
	Total Points for this criterion	20
	2. Approach, Methodology and Work Plan	
	Proposed approach and methodology	5
	Proposed work plan	5
	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.	10
	Total Points for this criterion	20
	Key Professional Personnel Qualifications for the Assignment	
	Team Leader (Legal Counselor)	50
	Attorney appointed to represent MCA-Jordan before courts and in any other legal proceedings	5
	Backstopping Expertise	5
	The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:	
	Education and training, including knowledge of English and Arabic .	10 %
	Demonstrated successful experience and past performance in accomplishment of similar projects.	80 %
	Regional experience in Jordan .	10 %
	Total weight	100%
	Total Points for this criterion	60
	Total Points for the three (3) Criteria	100
	The minimum technical score St required to pass is	70
ITC 5.7	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Proposal under consideration. The weights given to the Technical and Financial Proposals are: T = 70 and F = 30	

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: Eng. Huda Shishani.
Chairman of Central Tenders Committee
Director General
Address: Ministry of Public Works and Housing
King Abdullah II Circle (8th Circle)/King Abdullah II Street
P.O. Box: 1220, Amman 11118 Jordan
Facsimile: 00962 6 5857583 / 5857639
Email: biddings@gtd.gov.jo

Dear Sirs,

Re: Legal Advisory Services to MCA-Jordan 2014
RFP Ref: Central Tender No. (238/2014)-MCC

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

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

We are submitting our Proposal in association with:

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

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

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

¹ [Delete in case no association is foreseen.]

termination of employment or of the Contract.

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,

Authorized Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

Annexes:

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

Attachment to Form TECH-1.

Government-Owned Enterprise Certification Form

Government-Owned Enterprises are not eligible to compete for MCC-funded contracts. Accordingly, GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract anticipated to be procured through these means.

This prohibition does not apply to Government-owned Force Account units owned by the Government of the MCA Entity's country, or Government-owned educational institutions and research centers, or any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC's Program Procurement Guidelines. The full policy is available for your review on the Compact Procurement Guidelines page at the MCC Website (www.mcc.gov). As part of the eligibility verification for this procurement, **please fill in the form below to indicate the status of your entity.**

For purposes of this form, the term "Government" means one or more governments, including any agency, instrumentality, subdivision or other unit of government at any level of jurisdiction (national or subnational).

◆◆◆◆

CERTIFICATION

Full Legal Name of Bidder:

Full Legal Name of Bidder in Language and Script of Country of Formation (if different from above):

Address of Principal Place of Business or Chief Executive Office of Bidder:

Full Name of Three (3) Highest Ranking Officials of Bidder (for any Bidder that is an entity):

Full Legal Name(s) of Parent Entity or Entities of Bidder (if applicable; if Bidder has no parent, please so state):

Full Legal Name(s) of Parent Entity or Entities of Bidder in Language and Script of Country of Formation (if applicable and if different from above):

Address(es) of Principal Place of Business or Chief Executive Office of Parent Entity or Entities of Bidder (if applicable):

- 1) Does a Government own a majority or controlling interest (whether by value or voting interest) of your shares or other ownership interest (whether directly or indirectly and whether through fiduciaries, agents or other means)?

Yes ☐ No ☐

- 2) If your answer to question 1 was yes, are you a Government-owned:

- | | | |
|---|------------------------------|-----------------------------|
| a. Force Account unit | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b. Educational institution | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c. Research center | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d. Statistical entity | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| e. Mapping entity | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| f. Other technical entities not formed primarily for a commercial or business purpose | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

- 3) Regardless of how you answered question 1, please answer the following:

- a. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government? Yes ☐ No ☐
If yes, describe: _____
- b. Has a Government granted to you any special or exclusive legal or economic rights or benefits that may alter the competitiveness of your goods, works or services or otherwise influence your business decisions? Yes ☐ No ☐
If yes, describe: _____
- c. Does a Government have the ability to direct or decide any of the following with respect to you:
- | | | | |
|------|--|------------------------------|-----------------------------|
| i. | any reorganization, merger, or dissolution of you or the formation or acquisition of any subsidiary or other affiliate by you | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| ii. | any sale, lease, mortgage, pledge, or other transfer of any of your principal assets, whether tangible or intangible and whether or not in the ordinary course of business | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| iii. | the closing, relocation, or substantial alteration of the production, operational, or other material activities of your business | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

- iv. your execution, termination, or non-fulfillment of material contracts Yes ☐ No ☐
- v. the appointment or dismissal of your managers, directors, officers or senior personnel or otherwise participate in the management or control of your business Yes ☐ No ☐
- 4) Have you ever been Government-owned or controlled? Yes ☐ No ☐
- 5) If your answer to question 4 was yes, please answer the following questions
- a. How long were you Government-owned? _____
- b. When were you privatized? _____
- c. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government? Yes ☐ No ☐
If yes, describe: _____
- d. Even though not majority or controlling, does a Government continue to hold any ownership interest or decision making authority in you or your affairs? Yes ☐ No ☐
If yes, describe: _____
- e. Do you send any funds to a Government other than taxes and fees in the ordinary course of your business in percentages and amounts equivalent to other non-Government-owned enterprises in your country that are engaged in the same sector or industry? Yes ☐ No ☐
If yes, describe: _____

Participants are advised that:

1. Prior to announcing the winning bidder or consultant or any list of pre-qualified bidders or shortlisted consultants for this procurement, the MCA Entity will verify the eligibility of such bidder(s) or consultant(s) with MCC. MCC will maintain a database (internally, through subscription services, or both) of known GOEs and each winning or pre-qualified bidder and winning or shortlisted consultant subject to this provision will be compared against the database and subject to such further due diligence as MCC may determine necessary under the circumstances.

2. Any misrepresentation by any entity submitting a bid or proposal for this procurement may be deemed a “fraudulent practice” for purposes of the MCC Program Procurement Guidelines and any other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

3. Any entity that is determined by MCC to have organized itself, subcontracted any part of its MCC-funded contract, or otherwise associated itself with any other entity for the purpose of, or with the actual or potential effect of, avoiding or otherwise subverting the provisions of the MCC Program Procurement Guidelines may be deemed to be a GOE for all purposes of those Guidelines.

4. Any credible accusation that any entity submitting a bid or proposal for this procurement is a GOE ineligible to submit a bid or proposal in accordance with the MCC Program Procurement Guidelines will be subject to review in a bid challenge in accordance with those Guidelines and the MCA Entity’s Bid Challenge System.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information

requested in this certification may be deemed a “fraudulent practice” for purposes of the MCC Program Procurement Guidelines and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

Form TECH-2. Financial Capacity of the Consultant

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

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

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

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

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

Financial Information (US\$ X,000's)	Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ X,000's)		
	Year 1 (2011)	Year 2 (2012)	Year 3 (2013)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			

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

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 10 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 20 pages]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Name of Firm: _____

Form TECH-5. References of the Consultant

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

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

The MCA Entity reserves the right to contact other sources as well as to check references and past performance.² For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.

Maximum 3 pages]

² 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](http://www.mcc.gov)” and can be found at www.mcc.gov.

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

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

Your Technical Proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
 - (b) Work Plan, and
 - (c) Organization and Staffing
- (a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) Work Plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the MCA Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. 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.

Maximum 50 pages, including charts and diagrams]

Form TECH-7. Comments and Suggestions

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

Maximum 5 pages]

A: On the Terms of Reference

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]

B: On the Counterpart Staff and Facilities

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

Form TECH-8. Team Composition and Task Assignments

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

Form TECH-9. Staffing Schedule

		Staff input (in the form of a bar chart) ¹														Total staff-month input		
			12	2	3	4	5	6	7	8	9	10	11	N	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2		[Home]																
		[Field]																
3		[Home]																
		[Field]																
n		[Home]																
		[Field]																
											Subtotal							
Local																		
		[Home]																
		[Field]																
											Subtotal							
											Total							

1. For Key Professional Personnel the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each Personnel indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Consultant's home office.

 Full time input

Part time input

Form TECH-10. Work and Deliverables Schedule

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

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

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
Writing
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 MCA Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]

14. Certification:

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

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

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
2. within the implementation period of the specific contract.
- 3.

Signature of Key Professional Personnel

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

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

Signature of Authorized Representative of
the Consultant

Day / month/ year

Section 4 B. Financial Proposal Forms

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

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

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

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: Eng. Huda Shishani.
Chairman of Central Tenders Committee
Director General
Address: Ministry of Public Works and Housing
King Abdullah II Circle (8th Circle)/King Abdullah II Street
P.O. Box: 1220, Amman 11118 Jordan
Facsimile: 00962 6 5857583 / 5857639
Email: biddings@gtd.gov.jo

Dear Sirs:

Re: Legal Advisory Services to MCA-Jordan 2014 RFP Ref: Central Tender No. (238/2014)-MCC

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)]³ 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:⁴

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

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

⁴ 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: Legal Advisory Services to MCA-Jordan 2014****RFP Ref: Central Tender No. (238/2014)-MCC**

	Price ¹	
	US\$	[Local Currency]
Base Year		
Option Year (1)		
Total Price of Financial Proposal		

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

Form FIN-3. Breakdown of Price by Activity

Re: Legal Advisory Services to MCA-Jordan 2014
RFP Ref: Central Tender No. (238/2014)-MCC

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

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

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option years.
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, 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: Legal Advisory Services to MCA-Jordan 2014
RFP Ref: Central Tender No. (238/2014)-MCC

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

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

- Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH- 8 and 9.
- Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
- Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
- 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).
- See PDS 3.6 regarding travel-related expenses.

Section 5 Contract Forms

Contract No: (238/2014)-MCC

Contract for Consultant's Services

Lump-Sum

For the provision of

Legal Advisory Services to MCA-Jordan 2014

between

The Millennium Challenge Account – 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 [full legal name of the MCA Entity] (the “MCA Entity”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

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

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

RECITALS

WHEREAS,

- (a) The Millennium Challenge Corporation (“MCC”) and the Government of **Jordan** (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **Jordan** on **13th December, 2011** (the “Compact”) in the amount of approximately **275,100,000.00 USD** (“MCC Funding”). The Government, acting through the MCA Entity, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) The MCA Entity has requested the Consultant to provide certain consulting services as described in Appendix A to this Contract; and
- (c) The Consultant, having represented to the MCA Entity that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

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

- 1. In consideration of the payments to be made by the MCA Entity to the Consultant as set forth in this Contract, the Consultant hereby covenants with the MCA Entity to perform the Services in conformity in all respects with the provisions of this Contract.
- 2. Subject to the terms of this Contract, the MCA Entity hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of

this Contract at the times and in the manner prescribed by this Contract.

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

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

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

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

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

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

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

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

the selection process or in contract execution or the making of any payment to any third party, in connection with or in furtherance of a contract, in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (B) any applicable law in **Jordan**.

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

and audit rights of MCC provided under the Compact and related agreements.

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

1.2 Relationship
Between the
Parties

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

1.3 Law Governing
Contract

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

1.4 Language

This Contract has been executed in language(s) specified in the SCC. If the Contract is executed in both the English and

Arabic languages, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 1.5 Interpretation Unless otherwise indicated, throughout this Contract:
- (a) “confirmation” means confirmation in writing;
 - (b) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;
 - (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (d) the feminine means the masculine and vice versa; and
 - (e) the headings are for reference only and shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC, or sent by confirmed facsimile or electronic email, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law.
- 1.6.2 A Party may change its address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in the SCC.
- 1.7 Location
- 1.7.1 The Services shall be performed at such locations as are specified in Appendix A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in **Jordan** or elsewhere, as the MCA Entity may approve.
- 1.8 Authority of Member in Charge
- 1.8.1 In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations toward the MCA Entity under this Contract, including without limitation the receiving of instructions and payments from the MCA Entity.

- 1.9 Authorized Representatives
- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the MCA Entity or the Consultant may be taken or executed by the officials specified in the SCC.
- 1.10 Taxes and Duties
- (a) Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at www.mca-jordan.gov.jo, the Consultant, the Sub-Consultants, and their respective Personnel may be subject to certain Taxes on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant, each Sub-Consultant and their respective Personnel shall pay all Taxes levied under Applicable Law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, any Sub-Consultant or their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes.
 - (b) The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of **Jordan** in importing property into **Jordan**.
 - (c) If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw but dispose of any property in **Jordan** upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into **Jordan**.
 - (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 1.10.
 - (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and

take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.

- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements. If the MCA Entity fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with GCC Clause 2.7.2(d).

1.11 Fraud and
Corruption
Requirements

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

Measures to
be Taken

- 1.11.2 MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of the MCA Entity, the Consultant or any other beneficiary of the MCC Funding were engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices during the selection process or the execution of this Contract, without the MCA Entity, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.
- 1.11.3 MCC and the MCA Entity may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices in competing for, or in executing, this Contract or another MCC-funded contract.
- 1.11.4 The MCA Entity may terminate (and MCC may cause the MCA Entity to terminate) this Contract in accordance with the terms of GCC Clause 2.7.1(d) if it determines that the Consultant has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in the performance

of, this Contract or another MCC-funded contract.

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| 1.12 Commissions and Fees | The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. |
| 1.13 Entire Agreement | This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract. |

2. Commencement, Completion, Modification and Termination of Contract

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| 2.1 Contract Entry into Force | This Contract shall come into full force, and be legally binding on the Parties in all respects, on the date this Contract is signed by the Parties or such other date as may be stated in the SCC. |
| 2.2 Effective Date and Commencement of Services | The Consultant shall commence the Services on the date specified in the SCC, which shall be defined as the “Effective Date.” |
| 2.3 Expiration of Contract | Unless terminated earlier pursuant to GCC Sub-Clause 2.7, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 2.4 Modifications or Variations | <p>2.4.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-Clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>2.4.2 In cases of Substantial Modifications, the prior written consent of MCC is required.</p> |
| 2.5 Force Majeure | |
| Definition | 2.5.1 For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party |

relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party's reasonable diligence, and (d) makes such Party's performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.

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| No Breach of Contract | 2.5.2 | The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure. |
| Measures to be Taken | 2.5.3 | Subject to GCC Sub-Clause 2.5.6, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure. |
| | 2.5.4 | A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. |
| | 2.5.5 | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
| | 2.5.6 | During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA Entity, shall either: <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required |

by the MCA Entity to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Consultant reasonably and necessarily incurred as part of such reactivation; or

- (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

2.5.7 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 8.

2.6 Suspension

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

2.7 Termination

By the MCA Entity

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

- (a) If the Consultant, in the judgment of the MCA Entity or MCC, fails to perform its obligations relating to the use of funds set out in Appendix G. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused within a maximum of thirty (30) days after termination.
- (b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Clause 2.7.1(a) of this Contract, which such failure shall not be entitled to a

cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the MCA Entity. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the MCA Entity) or on such later date as may be specified by the MCA Entity.

- (c) If the Consultant (or any Member or Sub-Contractor) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the MCA Entity in such notice of termination.
- (d) If the Consultant (or any Member or Sub-Contractor), in the judgment of the MCA Entity has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If, as the result of and event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
- (f) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination or on such later date as may be specified by the MCA Entity.
- (h) If the Compact expires, is suspended or terminates in

whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

- (i) If suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

By the Consultant

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

- (a) If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entity to the Consultant within such thirty (30) days.
- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30)

days after deliver of the notice of termination.

- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance with GCC Clauses 2.7.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Clauses 2.7.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

Payment upon
Termination

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

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

Disputes about Events of
Termination

2.7.4 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-Clause 2.7.1 or paragraphs (a) through (d) of GCC Sub-Clause 2.7.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC

Clause 8, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.8 Cessation of Rights and Obligations

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

2.9 Cessation of Services

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

3. Obligations of the Consultant

3.1 General

Standard of Performance

3.1.1 The Consultant shall perform the Services and carry out its obligations under this Contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the MCA Entity, and shall at all times support and safeguard the MCA Entity's legitimate interests in any dealings with Sub-Consultants or third parties.

Law Governing Services

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

		Consultant and any Sub-Consultants, comply with the Applicable Law.
3.2 Conflict of Interests	3.2.1	The Consultant shall hold the MCA Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.
Consultant Not to Benefit from Commissions, Discounts, etc.	3.2.2	The payment of the Consultant pursuant to GCC Clause 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC Sub-Clause 3.2.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
	3.2.3	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the MCA Entity on the procurement of goods, works or services, the Consultant shall comply with the "MCC Program Procurement Guidelines" from time to time in effect as posted on the MCC website at www.mcc.gov and shall at all times exercise such responsibility in the best interest of the MCA Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the MCA Entity.
Consultant and Affiliates Not to Engage in Certain Activities	3.2.4	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.
Prohibition of Conflicting Activities	3.2.5	The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidential
Information;
Rights of Use

Confidential
Information

3.3.1 Except with the prior written consent of the MCA Entity, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.

Rights of Use

3.3.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the MCA Entity in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the MCA Entity, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof in accordance with this GCC Sub-Clause 3.4 and Sub-Clause 3.3.4. The Consultant may retain a copy of such documents and

- software, and use such software for its own use with prior written approval of the MCA Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the MCA Entity's prior written approval to such agreements, and the MCA Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- 3.5 Liability of the Consultant Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be provided by the Applicable Law.
- 3.6 Insurance to be taken out by the Consultant The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the MCA Entity, insurance against the risks, and for the coverage specified in the SCC and in Appendix G, and (b) at the MCA Entity's request, shall provide evidence to the MCA Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.7 Accounting, Inspection and Auditing The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Appendix G and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the basis thereof, together with a detailed inventory thereof.
- 3.8 Reporting Obligations The Consultant shall maintain such books and records and submit to the MCA Entity the reports, documents and other information specified in Appendices B and G, in the form, in the numbers and within the time periods set forth in such Appendices. The Consultant shall submit to the MCA Entity such other reports, documents and information as may be requested by the MCA Entity from time to time. Final reports shall be delivered in an electronic form specified by the MCA Entity in addition to the hard copies specified in Appendices B and G. The Consultant consents to the MCA Entity's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government.

- 3.9 Consultant's Actions Requiring the MCA Entity's Prior Approval
- In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-Clause 2.4, the Consultant shall obtain the MCA Entity's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in Appendix C;
 - (b) entering into a subcontract with a Sub-Consultant for the performance of any part of the Services; and
 - (c) any other action that may be specified in the SCC.
- 3.10 Obligations with Respect to Subcontracts
- Notwithstanding the MCA Entity's approval for the Consultant to enter into a subcontract pursuant to GCC Clause 3.9, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the MCA Entity to be incompetent or incapable in discharging assigned duties, the MCA Entity may require that the Consultant provide a replacement, with qualifications and experience acceptable to the MCA Entity, or to resume the performance of the Services itself.
- 3.11 Use of Funds
- The Consultant shall ensure that its activities do not violate provisions relating to use of funds and environmental guidelines, as set out in Appendix G.
- 3.12 Equipment, Vehicles and Materials Furnished by the MCA Entity
- Equipment, vehicles and materials made available to the Consultant by the MCA Entity, or purchased by the Consultant wholly or partly with funds provided by the MCA Entity, shall be the property of the MCA Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the MCA Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the MCA Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the MCA Entity in writing, shall insure them in an amount equal to their full replacement value plus fifteen percent (15%).
- 3.13 Equipment and Materials Provided by the Consultant
- Equipment, vehicles or materials brought into **Jordan** by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the MCA Entity, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable.

3.14 Combating Trafficking in Persons	MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons ("TIP"). In pursuance of this policy:
Defined Terms	For purposes of the application and interpretation of this GCC Sub-Clause 3.14, the terms, "coercion," "commercial sex act," "debt bondage," "employee," "forced labor," "fraud," "involuntary servitude," "severe forms of trafficking in persons," and "sex trafficking" have the meanings given such terms in Part 15 [Combating Trafficking in Persons] of MCC's Program Procurement Guidelines and such definitions are incorporated by reference into this GCC Sub-Clause 3.14.
Prohibition	<p>The Consultant, Personnel, any Sub-Consultant, or any of its personnel, or any agent or affiliate of any of the forgoing shall not:</p> <ul style="list-style-type: none"> (a) engage in severe forms of trafficking in persons during the period of performance of the Contract; (b) procure commercial sex acts during the period of performance of the Contract; or (c) use forced labor in the performance of the Contract.
Consultant Requirements	<p>The Consultant shall:</p> <ul style="list-style-type: none"> (a) fulfill its obligations under this GCC Sub-Clause 3.14 and any additional obligations related to TIP that may be set forth in the Services or any other documents that make up this Contract; (b) notify Personnel with respect to MCC's policy regarding TIP and the prohibited activities described in this GCC Sub-Clause 3.14; (c) notify the MCA Entity within 48 hours or as soon as reasonably possible upon the Consultant: <ul style="list-style-type: none"> (i) becoming aware of any information it receives from any source (including law enforcement) that alleges any Personnel, Sub-Consultant, or any of its personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC's TIP policy; or (ii) taking any action against any Personnel, Sub-Consultant or any of its personnel, or any agent or affiliate of any of

them, pursuant to these requirements; and

- (d) ensure that any subcontract or subaward entered into by the Consultant, as permitted by this Contract, includes the substance of the provisions of this GCC Sub-Clause 3.14.

Remedies

In addition to any other remedies that may be available under the terms of this Contract or Applicable Law, any breach of this GCC Sub-Clause 3.14 may result in:

- (a) the MCA Entity requiring the Consultant to remove the involved Personnel, Sub-Consultant or any of its involved personnel, or any involved agent or affiliate;
- (b) the MCA Entity requiring the termination of a subcontract or subaward;
- (c) suspension of Contract payments until the breach is remedied to the satisfaction of the MCA Entity and MCC;
- (d) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the MCA Entity or MCC determine the breach remains unremedied;
- (e) the MCA Entity or MCC pursuing sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
- (f) termination of the Contract by the MCA Entity, in which case the provisions of GCC Sub-Clause 2.7.1(d) shall apply.

4. Consultant's Personnel and Sub-Consultants

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| 4.1 General | The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. |
| 4.2 Description and Approval of Personnel; Adjustments; Approval of Additional Work | <p>4.2.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Appendix C. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the MCA Entity.</p> |

- 4.2.2 GCC Sub-Clause 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the MCA Entity for review and approval a copy of their Curricula Vitae (CVs).
- 4.2.3 Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of the MCA Entity only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so indicated in the SCC, the Consultant shall provide written notice to the MCA Entity of any such adjustments. Any other adjustments shall only be made with the MCA Entity's prior written approval.
- 4.2.4 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be increased by agreement in writing between the MCA Entity and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Clauses 2.4 and 6.4.
- 4.3 Working Hours, Overtime, Leave, etc.
- 4.3.1 Working hours and holidays for Key Professional Personnel are set forth in Appendix C. To account for travel time, foreign Personnel carrying out Services inside **Jordan** shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from **Jordan** as is specified in Appendix C.
- 4.3.2 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C, and except as specified in Appendix C, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the

progress and adequate supervision of the Services.

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| 4.4 Removal and/or Replacement of Personnel | <p>4.4.1 Except as the MCA Entity may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-Clause 3.9(a), provide as a replacement a person of equivalent or better qualifications.</p> <p>4.4.2 If the MCA Entity (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the MCA Entity's written request specifying the grounds therefore and subject to GCC Sub-Clause 3.9(a), provide as a replacement a person with qualifications and experience acceptable to the MCA Entity.</p> <p>4.4.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> |
| 4.5 Resident Project Manager | <p>If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Jordan a resident project manager, acceptable to the MCA Entity, shall take charge of the performance of such Services.</p> |

5. Obligations of the MCA Entity

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| 5.1 Assistance and Exemptions | <p>Unless otherwise specified in the SCC, the MCA Entity shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none">(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 |
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effects of the Personnel and their eligible dependents.

- (d) Exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (e) Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into **Jordan** reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.2 Access to Land

The MCA Entity warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in **Jordan** in respect of which access is required for the performance of the Services. The MCA Entity will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or Sub-Consultants or their Personnel.

5.3 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-Clause 1.10. (e) shall be applicable in such a situation.

5.4 Services, Facilities and Property of the MCA Entity

5.4.1 The MCA Entity shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in Appendix F.

5.4.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments,

if any, to be made to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.

- 5.5 Payment In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make to the Consultant payments in the manner provided in GCC Clause 6.
- 5.6 Counterpart Personnel
- 5.6.1 The MCA Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the MCA Entity with the Consultant's advice, if specified in Appendix F.
- 5.6.2 If counterpart personnel are not provided by the MCA Entity to the Consultant as and when specified in Appendix F, the MCA Entity and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the MCA Entity to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.
- 5.6.3 Professional and support counterpart personnel, excluding the MCA Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the MCA Entity shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

- 6.1 Contract Price Except as provided in GCC Sub-Clause 6.5, the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-price, lump-sum covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC Sub-Clauses 4.2.4, 5.4.2 and 5.6.2) if the Parties have agreed to additional payments in accordance with GCC Sub-Clauses 2.4 and 6.4.
- 6.2 Currency of Payment Payments shall be made in US Dollars, or **JD** or if justified for sound business reasons and approved by the MCA Entity, a combination of the two currencies.

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| 6.3 | Terms, Conditions and Mode of Billing and Payment | Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 6.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the MCA Entity specifying the amount. In all cases, invoices shall be delivered to the MCA Entity no later than 30 days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the MCA Entity. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the MCA Entity of a valid and proper invoice or the date of the MCA Entity's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by the MCA Entity. |
| 6.4 | Payment for Additional Services | For the purposes of determining the remuneration due for additional services as may be granted under GCC Sub-Clause 2.4, a breakdown of the Contract Price (lump sum) is provided in Appendices D and E. |
| 6.5 | Interest on Delayed Payments | If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-Clause 6.3, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC. |

7. Fairness and Good Faith

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| 7.1 | Good Faith | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 7.2 | Operation of the Contract | The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. |

8. Settlement of Disputes

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| 8.1 | Amicable | The Parties agree that the avoidance or early resolution of |
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Settlement	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.
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8.2 Dispute Resolution	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after the receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
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9. Compact Conditionalities

9.1 Required Provisions	For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Appendix G reflect certain obligations of the Government and the MCA Entity under the terms of the Compact and related documents that are also required to be transferred onto any consultant, sub-consultant or associate who partakes in procurements or contracts in which MCC funding is involved and that, as with other clauses of this Contract, the provisions of Appendix G are binding obligations under this Contract.
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9.2 Flow Through Provisions	In any sub-contract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Appendix G in any agreement related to such sub-contract or sub-award.
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III. Special Conditions of Contract	
	Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract
GCC 1.4	This Contract shall be executed in the English language [Yes] and in the [Arabic] language [No] .
GCC 1.6.1	<p>The addresses for serving notices under this Contract are:</p> <p><u>For the MCA Entity:</u> Millennium Challenge Account Jordan Att.: The Procurement Agent <u>Address : Millennium Challenge Account - Jordan</u> <u>86, St. Uqba Ben Nafe'h, Amman, Jordan</u> <u>Office: +962 6 593 9339 - Ext. 109</u> <u>Fax: +962 6 593 9332</u></p> <p><u>Email :</u></p> <p><u>For the Consultant:</u></p>
GCC 1.8	<p>The Member in charge is [insert name of member]</p> <p><i>[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 1.9 should be inserted here. If the Consultant consists only of one entity, this SCC 1.8 should be deleted from the SCC.]</i></p>
GCC 1.9	<p>The Authorized Representatives are:</p> <p><u>For the MCA Entity:</u> Millennium Challenge Account - Jordan Eng. Kamal Al Zoubi <u>Address : Millennium Challenge Account - Jordan</u> <u>86, St. Uqba Ben Nafe'h, Amman, Jordan</u> <u>Office: +962 6 593 9339 - Ext. 109</u> <u>Fax: +962 6 593 9332</u></p> <p><u>Email :</u></p> <p><u>For the Consultant:</u></p>

GCC 2.1	This Contract shall enter into force on the date of signing of the Contract by both parties.
GCC 2.2	The Effective Date shall be [one week after the Contract Signing Date] .
GCC 2.3	The Contract shall expire on [after one year from the signing date] .
GCC 3.6	<p>The risks and the minimum coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) third party motor vehicle liability insurance in respect of motor vehicles operated in [Jordan] by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [100,000.00 USD]; (b) third party liability insurance, with a minimum coverage of [100,000.00 USD]; (c) professional liability insurance, with a minimum coverage of [100,000.00 USD]; (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
GCC 4.2.3	Written notification to the MCA Entity of adjustments [is] required.
GCC 4.5	A legal counselor [shall] be required for the duration of this Contract.
GCC 5.1	<p>[the MCA Entity to state here any assistance it will or will not provide the Consultant in addition to those points stated in GCC Sub-Clause 5.1.]</p> <p><i>[Note: If there are no additions or changes to the assistance the MCA Entity will provide under GCC Sub-Clause 5.1, this SCC 5.1 should be deleted from the Contract]</i></p>
GCC 6.1	<p>The amount of the lump sum fixed price contract is XXXXX [US Dollars] OR XXXXX [Local Currency] OR XXXXX [US Dollars] and XXXXX [Local Currency] (the "Contract Price").</p> <p>The accounts are:</p> <p>For US Dollars: [insert account number]</p> <p>For Local Currency : [insert account number]</p>

	<p>Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:</p> <p>XXXXXX [insert payment schedule]</p>
	<p>Payments for remuneration made in accordance with GCC Clause 6 in US Dollars and/or Local Currency/ies shall be adjusted as follows:</p> <p>(a) Remuneration paid in US Dollars pursuant to the rates set forth in Appendix D shall be adjusted every [insert 12, 15 or 18] months by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in US Dollars, I_f is the official index for salaries in the United States of America for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for salaries in the United States of America for the month of the date of the Contract.</p> <p>(b) Remuneration paid in Local Currency pursuant to the rates set forth in Appendix E shall be adjusted every [insert 12, 15, or 18] months by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}}$ <p>where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in Local Currency, I_l is the official index for salaries in [country] for the first month for which the adjustment is to have effect and, I_{lo} is the official index for salaries in [country] for the month of the date of the Contract.</p>
GCC 6.5	<p>The interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website www.federalreserve.gov/fomc/funds/rate.htm</p>
GCC 8.2	<p>All disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><i>[Note: The following provisions 1-6 are by way of an example of acceptable arbitration provisions. The MCA Entity may also propose an alternative arbitration/dispute resolution mechanism]</i></p> <p>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:</p> <p>(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</p>

	<p>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 [name an appropriate international professional body, e.g., the International Chamber of Commerce] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the MCA Entity and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].</p> <p>(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 [name the same appointing authority as in clause (b) above] 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.</p> <p>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.</p> <p>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.</p> <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 [Note: If the Consultant</p>
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	<p>consists of more than one entity, add: or of the home country of any of their Members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties]; or (b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Costs.</u> Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.</p>
	<p>6. <u>Miscellaneous.</u> In any arbitration proceeding under this Contract:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the MCA Entity's country nor the Consultant's country]; (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
	<p><i>[Note: The following provision concerning MCC's right to be included as an observer in any arbitration proceeding is to be included in all contracts]</i></p> <p>7. <u>MCC Right to Observe.</u> MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.</p>

IV. Appendices

Appendix A – Description of Services

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

Appendix B - Reporting Requirements

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

Appendix C - Key Professional Personnel and Sub-Consultants

Note: List under:

- C-1 Titles [**and names, if already available**], detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in [**Country**], and estimated staff-months for each.
- C-2 Same as C-1 for foreign Key Professional Personnel to be assigned to work outside [**Country**].
- 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)

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 MCA Entity

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

Appendix G – Additional Provisions

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

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

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

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

2. MCC Reserved Rights.

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

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

Contract.

B. Limitations on the Use or Treatment of MCC Funding

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or United States Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/funding_limitations.pdf].⁵

C. Procurement

The Consultant shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at www.mcc.gov. The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf].⁶

D. Reports and Information; Access; Audits; Reviews

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and [**insert references to related documents**]⁷ that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf].⁸

2. Access; Audits and Reviews. Upon MCC's request, the Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The

⁵ Prior to finalizing this as part of a specific contract, confirm that it remains the proper link.

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

⁷ Language citing the specific sections of the relevant compact and other agreements related to the particular country in connection with which this form of contract is used in a procurement should be inserted here.

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

provisions of the Compact and [insert references to related documents]⁹ 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 Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf].¹⁰

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].¹¹

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

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

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

⁹ Language citing the specific sections of the relevant compact and other agreements related to the particular country in connection with which this form of contract is used in a procurement should be inserted here.

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

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

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

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

F. Publicity, Information and Marking

1. The Consultant shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States, acting through MCC, all in accordance with the MCC Standards for Corporate Marking and Branding, available on the MCC website at [\[http://www.mcc.gov/documents/mcc-marking-corporate-v2.pdf\]](http://www.mcc.gov/documents/mcc-marking-corporate-v2.pdf);¹² 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

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

relevant Implementation Letters.

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

G. Insurance

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

H. Conflict of Interest

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

I. Inconsistencies

In the event of any conflict between this Contract and the Compact and/or the **[Disbursement Agreement or the Procurement Agreement/Program Implementation Agreement]**, the term(s) of the Compact and/or the **[Disbursement Agreement or the Procurement Agreement/Program Implementation Agreement]**¹³ shall prevail.

J. Other Provisions

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

K. Flow-Through Provisions

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

¹³ The appropriate agreement in connection with the particular country for which this form is being used is to be referenced here.

Section 6 Terms of Reference

TOR for Legal Advisory Services to MCA-Jordan 2014

Clause (A) Background

The Hashemite Kingdom of Jordan and the United States of America, acting through the Millennium Challenge Corporation, have signed a Compact agreement for a grant in an amount up to 275.1 million USD. The Compact program contains a variety of water and wastewater related projects in Zarqa Governorate and its objective is to reduce poverty through economic growth in Jordan. Millennium Challenge Account Jordan (MCA-Jordan) is responsible for managing the implementation of the Compact program on behalf of the Government of Jordan. MCA-Jordan is a Governmental LLC registered at the Ministry of Industry & Commerce under the number 22253.

Clause (B) Objectives

The objective of this consultancy is to provide legal advisory services to MCA-Jordan on all legal issues related to MCA-Jordan and its operations, the Compact, and the implementation of the Program. The legal services that can be categorized in three main categories:

- A) Provision of full time Legal Counselor to work with MCA-Jordan management team to successfully manage the MCA-Jordan's activities.
- B) Representation of MCA-Jordan at the courts.
- C) Provision of legal advisory services.

Clause (C) Scope of Work

The scope of work includes, but is not limited to the activities set out below and will be defined further in the final contract with the selected Consultant:

- A. Provision of full time Legal Counselor Services that shall carry out the following tasks:
 - 1. Ensure that MCA-Jordan activities comply with: (i) the obligations of MCA-Jordan contained in the Compact or otherwise delegated to MCA-Jordan by the Government, (ii) all supplemental agreements entered into under or in furtherance of the Compact ("Supplemental Agreements"), (iii) Jordanian laws and regulations, including Jordanian Companies Law and any other applicable laws, regulations and agreements
 - 2. Act concurrently as a Secretary for the Board of Directors whose tasks include developing and implementing procedures for the meetings of the Board and ensuring that Board meetings comply with the requirements of the Compact, the relevant Supplemental Agreements, Jordanian Companies Law, and the relevant governing documents, including preparing minutes of Board meetings and drafting any amendment to the governing documents of MCA-Jordan
 - 3. Advise the Board, MCA-Jordan on legal issues and address legal issues as they arise; this may include preparing and submitting reports on a periodic basis to the Board/Management Unit that identify any problems encountered in MCA-Jordan compliance and recommend solutions
 - 4. Prepare memoranda and opinion statements regarding legal issues that impact the work of the MCA-Jordan;
 - 5. Participate in negotiations, and prepare and advise on all types of contracts to be

executed by MCA-Jordan for the implementation of the Compact, including infrastructure contracts, construction supervision contracts and financing agreements related to the projects funded by the Compact.

6. Advise the Board, and MCA-Jordan regarding labor matters
7. Prepare and review legal documents to include but not limited to contracts, settlement agreements, pleadings, motions, orders and briefs;
8. Provide guidance on tax issues related to the Compact, including drafting and revising any documents related to the tax exemptions provided by the Compact and coordinating with Governmental authorities ,
9. Provide guidance on legal implications of procurement or financial activities that may be undertaken by MCA-Jordan and their compliance with MCC guidelines
10. Provide guidance in potential disputes with different consultants, suppliers or contractors, or other stakeholders
11. Provide legal advice to MCA-Jordan on day to day activities, claims, submittals by the consultants or contractors
12. Assist in resolving bid challenges;
13. Cooperate with and advise representatives of Government bodies, including Ministries and Parliament, regarding the Government's responsibilities under the Compact and Supplemental Agreements
14. Act as the main liaison between MCA-Jordan and MCC General Counsel on legal matters relating to the implementation of the Compact
15. Advise MCA-Jordan on all other legal matters that are commonly exercised or incidental to the position of general counsel or as may be delegated from time to time by the Board or MCA-Jordan

B. Representation of MCA-Jordan at the courts

1. Represent MCA-Jordan before courts and in any other legal proceedings;
2. Assist MCA-Jordan in resolving any disputes with others whether through DAB, arbitration or legal proceedings,

C. Provision of Legal Advisory Services:

The Consultant shall provide assistance to Legal Counselor when needed in the five following areas of law: Civil Law, commercial laws, , tax laws, labor laws, construction contracts .

Clause D Required Expertise of Consultant

The Consultant shall provide adequate staff with appropriate qualification and experience to undertake the services described herein. It is expected that the following key staff/areas of expertise will be included in the team:

1. Legal Counselor

The Legal Counselor will be working full time at MCA-Jordan offices shall be a member in good standing of the Jordan Bar Associations, fluent in English and Arabic (written and oral) and have at least 5 years of legal experience including Jordanian Companies law, labor law, tax laws, financing laws and construction contracts.

In case MCA-Jordan is not satisfied with the Legal Counselor's performance, the Consultant shall replace him or she by another candidate that meets the requirements mentioned above and that is satisfactory to MCA-Jordan.

2. Attorney appointed to represent MCA-Jordan before courts and in any other legal proceedings. The appointed attorney must:
 - A. be a member in good standing of the Jordan Bar Associations;
 - B. has at least 10 years of exhibit proficiency experience in litigating complex commercial and construction contract cases
3. Backstopping Expertise:

The Consultant shall have availability to backstopping expertise to assist the Legal Counselor when needed in the five following areas of law: Civil Law, commercial laws, , tax laws, labor laws, construction contracts .

Clause (E) Proposal Requirements

In the preparation of the technical proposal, the firm must address the following points:

1. Proven experience working in the above mentioned areas set out in clause (D) above;
2. Organizational capacity for the assignment, specifically expertise in the areas of law listed above is available by other attorneys or professional staff working for the Consultant;
3. Ability to perform the services described in clause (C) above;
4. Experience working with government institutions, exhibit professionalism, good judgment and flexibility to work outside normal work hours to meet the needs of the work; experience in FIDIC and contracts management is a plus.

Clause (F) Progress Reports:

1. The Consultant shall provide MCA-Jordan with monthly reports. The monthly reports shall address specifically all activities carried out by the firm including any problems that have occurred and the solutions applied; and an explanation of the specific actions or activities the Consultant has carried out during the previous month.
2. These reports shall be submitted to the CEO of MCA-Jordan, no later than the 10th day of the month following the end of the monthly period covered by each report.
3. Other special reports that may be required from time to time as directed by MCA-Jordan, CEO.
4. Payments will only be issued after formal acceptance of the reports by MCA Jordan.

Clause (G) Contract Duration and Condition:

1. A contract agreement will be signed between MCA-Jordan and the Consultant
2. The Consultant will work for a contract base period of one year starting from March 1, 2015 to February 28, 2016, and one additional option period covering the period from March 1, 2016 to April 13, 2017.
3. The option period is to be exercised by MCA-Jordan in its sole discretion. MCA-Jordan shall notify the Consultant of its intent to exercise the option no later than 30 days prior to the expiration of the preceding period.

Clause (H) Organizational Setup and Communications

1. The CEO of the MCA-Jordan or any MCA-Jordan Director appointed by CEO is the coordinator of the contract. The Legal Counselor can communicate directly with all MCA-Jordan Directors for matters related to the implementation of his/her duties and responsibilities.

2. All communications concerning the implementation activities shall be copied to the CEO of the MCA-Jordan with a note as to its importance and whether it is for information only or requires action. This applies to all correspondence, technical documents, minutes, or any other hard copy or electronic materials.
3. MCA-J will make available to the consultant Legal Counselor an office equipped with Internet and furniture, the Consultant is responsible for other logistics , transport, and secretarial works if deems necessary

Clause (i) Consultants financial offer

The financial offer shall cover all fees to provide all the services including in the scope of work.