



Request for Proposal (RFP)

25 February 2010

Dear Sir/Madam,

Subject: RFP for “Development of Adaptation Measures to Climate Change and Formulation of Needed Strategy Implementation Plan Relevant to Climate Change and IWRM for the Zarqa River Basin ”

You are requested to submit a proposal as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. General Conditions of Contract..... (Annex II)
- iii. Terms of Reference (TOR)..... (Annex III)
- iv. Proposal Submission Form(Annex IV)
- v. Price Schedule(Annex V)
- vi. Performance Security Form.....(Annex VI)
- vii. Vendor Form.....(Annex VII)

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 21st March 13:00hrs, **marked with RFP/2010/02 “Development of Adaptation Measures to Climate Change and Formulation of Needed Strategy Implementation Plan Relevant to Climate Change and IWRM for the Zarqa River Basin ”**

Attention: Camille Franjeh

Telephone number: 5338167 Ext 260

**Address: UNDP-Jordan
Queen Rania Street, University of Jordan,
Bldg No. 274,
Amman-Jordan**

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals, therefore kindly check our UNDP website.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified,

point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in local Jordanian Dinars(JOD) only

11. Period of validity of proposals

Proposals shall remain valid for sixty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The

latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:
addressed to –

Attention: Camille Franjeh
Telephone number: 5338167 Ext 260
Address: UNDP-Jordan
Queen Rania Street Bldg No. 274, University of Jordan,
Amman-Jordan

and,

marked with – **“RFP/2010/02: “Development of Adaptation Measures to Climate Change and Formulation of Needed Strategy Implementation Plan Relevant to Climate Change and IWRM for the Zarqa River Basin ”**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than 21st March 2010,13:00hrs local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause

Amendments of Solicitation Documents, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be opened. The weight given to the Financial Proposal is 30%. 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 according to the following formula: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

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 the Data Sheet: $S = St \times T\% + Sf \times P\%$, where T% = 70% and P% is 30%. The firm achieving the highest combined technical and financial score will be invited for negotiation meetings.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach/Methodology	50%	500					
3.	Personnel	20%	200					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach/Methodology

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	45					
1.2	General Organisational Capability which is likely to affect implementation (i.e. consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	65					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	30					
1.5	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region	160					

	Work for UNDP/ major multilateral/ or bilateral programmes						
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach/Methodology							
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	65					
	- Have Climate Change possible impact outlined and elaborated in the proposal		15				
	- Have the opportunities and barriers elaborated in the proposal.		15				
	- Has the evaluation approach for identification of the suitability of different adaptation measures and interventions elaborated in the proposal?		15				
	- Have the information related to existing water policies and strategies of Jordan elaborated in the proposal?		10				
	- Have the existing legal and institutional framework, approaches, and tools for adaptation to climate change and IWRM in the Zarqa River basin been elaborated in the proposal?	10					
2.3	Are the different components of the project adequately weighted relative to one another?	30					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	70					
	- Has sufficient literature review been conducted on the ZRB characterizes and condition, the water policies and strategies of Jordan, and the existing legal and institutional Framework?		20				
	- Have the main factors affecting the water availability and quality in the ZRB been researched and introduced?		10				
		20					

	<ul style="list-style-type: none"> - Has a detailed approach for adaptation options analysis been researched and presented in the proposal? - Were all stakeholders and counterparts identified in the proposal? - Is the recommendations of Jordan Second National Communication to the UNFCCC reflected in the proposal? 		10					
			10					
2.5	<p>Is the conceptual framework adopted appropriate for the task?</p> <ul style="list-style-type: none"> - Is the 2007 IPCC CC report on impacts, Adaptation, and vulnerability suggested framework used in developing the proposal? - Is the adopted methodology developed in an integrated manner? 	60						
			40					
			20					
2.6	<p>Is the scope of task well defined and does it correspond to the TOR?</p> <ul style="list-style-type: none"> - Are all different components of the adaptation objective(objective 1) covered by the proposal? - Are the different components of the Water policies and strategies, and legal and institutional framework of Jordan objectives (objective 2 and 3) covered by the proposal? - Does the proposal outline the possible gender related issues of the impacts of different responses and interventions? 	150						
			60					
			50					
			40					
2.7	<p>Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?</p> <ul style="list-style-type: none"> - Is the proposal presented in an integrated manner? - Is the suggested time frame for different activities realistic? 	95						
			45					
			50					
		500						

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3. 1	Team Leader		80					
		Sub-Score						

	General Qualification		70						
	Suitability for the Project								
	- International Experience	5							
	- Training Experience	0							
	- Professional Experience in the area of IWRM	10							
	- Experience in managing CC related projects.	10							
	- Experience in managing IWRM projects.	10							
	- Experience in cooperation with donor agencies in the area of IWRM	10							
	- Knowledge of the Zarqa River basin	25							
	Language Qualifications		10						
			80						
3.	Senior Experts (water Resources Management and Climate change)			60					
2			Sub-Score						
	General Qualification		50						
	Suitability for the Project								
	- International Experience	0							
	- Training Experience	5							
	- Professional Experience in the area of CC change Adaptation and water resources management.	10							
	- Experience in donor agencies funded projects.	5							
	- Experience in IWRM management projects.	5							
	- Publications in the area of CC and/or IWRM	10							
	- Knowledge of the region	15							
	Language Qualifications		10						
			60						
3.	Senior Experts (Socio economics, policy)			60					

3	development, and communication)								
			Sub-Score						
General Qualification			50						
Suitability for the Project									
- International Experience		0							
- Training Experience		5							
- Professional Experience in the area of socio economics in the water sector		10							
- Experience in donor agencies funded projects.		5							
- Experience in IWRM management projects.		5							
- Publications in the area of CC and/or IWRM		10							
- Knowledge of the region		15							
Language Qualification			10						
			60						
Total Part 3				200					

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

26. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:** <http://www.undp.org/procurement/protest.shtml>.

Annex II
UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP

against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this

Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a

mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the

Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Annex III

Terms of Reference

“Development of Adaptation Measures to Climate Change and Formulation of Needed Strategy Implementation Plan Relevant to Climate Change and IWRM for the Zarqa River Basin ”

Objectives:

Development of Adaptation measures to climate change in Zarqa River Basin, Review of national water policies and strategies relevant to climate change, and formulation of appropriate legal and institutional strategies and the needed interventions (strategy implementation plan) for Zarqa River Basin.

Deadline for Application: March 21st , 2010. 13:00 local time.

Estimated Duration: 125 working days

Starting Date: As soon as possible, but no later than April 15th, 2010

I. Background

Adverse impacts of climate change will negatively affect progress toward development in a number of key areas including agriculture and food security, water resources, public health, climate-related disaster risk management and natural resources management. The Government of Jordan (GOJ) should take these impacts into account in all its national planning efforts.

In addition, it is anticipated that climate change will constrain the ability of developing countries to reach their poverty reduction and sustainable development objectives under the United Nations' Millennium Development Goals (MDGs). The achievement of the MDG targets will depend on effective planning for managing climate risks.

A number of constraints exist with regards to ensuring resiliency of the MDGs in the context of emerging climate change pressures. Within this context Jordan needs to face various important issues, such as: weak capacities of national agencies, local authorities and vulnerable communities to develop coping mechanisms and strategies on adaptation and risk management; lack of tools and systems to enable appropriate planning and implementation of climate change adaptation; and a general lack of information on technological adaptation and sustainable development.

Jordan has signed the United Nations Framework Convention on Climate Change (UNFCCC) in 1992, ratified it in 1994 and committed itself to the success of the global environmental management system. The Ministry of Environment (MoEnv) became the national focal point for climate change issues and UNFCCC. Jordan started its efforts within the framework of the UNFCCC in 1996 with a GEF-UNDP supported programme for national capacity building in documenting national emissions of greenhouse gases and preparing Jordan's national communication to the UNFCCC. The first national communication was submitted in 1998. It was the first national communication to be prepared by a developing country party to UNFCCC. The national communication included an inventory of greenhouse gas (GHG) emissions from all sectors including energy, industry, transport, agriculture, establishments and households. The programme included developing national scenarios for greenhouse emissions for the upcoming 30 years based on various modeling systems. It has also included developing national mitigation measures for reducing the effects of climate change and a national action plan to reduce greenhouse emissions and turning into sustainable energy resources.

The MoEnv implemented between 2004 and 2006 the second phase of the capacity building programme under the title of "enabling activity" which included an inventory of current technologies. In 2009 the Ministry of Environment presented the Second National Communication (SNC) on greenhouse gas emissions that also includes suggested adaptation and mitigation measures for the first time in Jordan. The SNC project has contributed towards the development and enhancement of national capacities to fulfill Jordan's commitments to the Convention on a continuous basis; enhance general awareness and

knowledge of government planners on issues related to climate change and reduction of GHG emissions, thus enabling them to take such issues into account in the national development agenda; and mobilize additional resources for projects related to climate change and mitigation of Greenhouse Gases.

The legislative framework in Jordan does not, at present, incorporate adaptation to climate change, and awareness of climate change risks is limited within the MoEnv and public at large. Until now, no national policy for climate change was prepared. Efforts are, however, being made to rectify this situation.

In order for adaptation to climate change to become part of the national policy and decision-making routine, the key prevailing gaps and capacities need to be addressed. The UN system in Jordan has risen to help in these efforts through initiating and developing a Joint Programme (JP) by four UN organizations working in Jordan including UNDP, WHO-CEHA, FAO, and UNESCO. The JP was submitted to and later funded by the UNDP/Spain MDG Achievement Fund under the MDG-F Environment and Climate Change thematic window. The key national partners in this programme include the Ministry of Environment (MOEnv), Ministry of Health (MOH), Ministry of Agriculture (MOA), Ministry of Water and Irrigation (MWI) and Ministry of Education (MOE). The programme will also be supported by the UNDP Water Governance Facility at SIWI as it is in line with the strategy for UNDP's water governance programme. Other institutions, societies, and NGO's will be involved in the programme activities also.

This Joint Programme is designed to help Jordan through achieving the following **strategic outcomes**:

- 1) Sustained access to improved water supply sources despite increased water scarcity induced by climate change
- 2) Strengthened adaptive capacity for health protection and food security to climate change under water scarcity conditions.

These outcomes address identified barriers to adaptation and provide support to Jordan's national strategies and action plans for sustainable management of its natural resources; reducing poverty; and enhancing health indicators.

The study Area

The Zarqa River System, the only river basin under the sole jurisdiction of the country, has been identified by many organizations and through a number of studies to be a hot spot region and needs to be addressed at the national level as well as at the basin level.

The Zarqa River area of 3300 km² forms a major part of the Amman-Zarqa basin, which is one of Jordan's most densely basins with around 65% of the total population of Jordan and houses 90% of the small-medium scale industries. This area includes the capital Amman, Zarqa and other nearby smaller towns. Zarqa River drains to the Jordan River at an elevation of 350 m below sea level after being captured by King Talal Dam, which impounds a reservoir of about 86 MCM. The water sources for King Talal Dam are the base flow, flood flows and the effluent of the wastewater Treatment Plant in the catchment area. King Talal dam is the main source for the irrigation water in middle Ghore area of Jordan Valley (about 120000 dunum). This area is the only area irrigated by surface water in the Kingdom. The water quality of King Talal Dam fluctuates all over the year and governed by the blended ratio of water from the different sources. The best quality occurs when the floodwater in the dam is dominant and the worst quality occurs when the effluent of the wastewater treatment plant is dominant.

Industries in Zarqa cover a wide range of sectors and produce industrial wastewater of low to high pollution loads. They vary in their wastewater treatment and discharge methods. Most of the industrial facilities in the Zarqa basin are linked to the public sanitary network which is heavily overloaded with influent domestic wastewater in the Zarqa basin containing high organic loads (serving 2 million people), plus industrial wastewater containing chemical and organic pollutants.

The introduction above and the mentioned discussions justify the need to assess the situation in the Zarqa River Basin in relation to Climate Change. Moreover it describes the need to identify the different actions to be taken and the needed development of an Adaptation Strategy to climate change.

Adaptation to climate change is a complementary strategy to mitigation to manage effectively climate change risks and must be placed within the context of a country's sustainable development. Therefore UNDP – in cooperation with all concerned stakeholders in the GOJ - is aiming at developing an Adaptation Strategy and formulate a Programme for Adaptation to Climate Change in order to adopt new policies and practices so as to secure Millennium Development Goals in the face of climate change and its associated impacts. The consultant will develop these products which will boost the UN systems support to the GOJ, with regard to Climate Change and Adaptation.

II. SCOPE OF THE ASSIGNMENT

This assignment refers to Outcome 2 of the joint programme which has four outputs. These four outputs are sub-divided into twenty one sub outputs (see annex 2 of the project document). The specific focus of this assignment is Output 2.4 titled “Adaptation capacity of Zarqa River Basin to climate change is piloted and strengthened” is to be implemented by the Ministry of Environment (MoEnv), Ministry of Water and Irrigation (MWI), Zarqa Governorate, and local municipalities and communities with assistance from the UNDP in the Zarqa River Basin.

In order to achieve this output many activities will be carried out in a series of studies and consultations. This specific consultation is designed to carry out the following below activities:

Objectives of the assignment

The Objectives of the assignment are as follows :

1. Develop needed adaptation measures for water quality and availability in the ZRB
2. Review ongoing national water policies, strategies, and action plans relevant to climate change and IWRM.
3. Formulate appropriate legal and institutional strategies and the needed interventions (strategy implementation plan) for the Zarqa River Basin.

Activities for each objective

Objective1: Develop needed adaptation measures for water quality and availability in the ZRB.
(Methodology shall be determined by the offeror and outlined in the proposal)

Proposed Activities

- Review all possible adaptation measures for water availability and water quality.
- Evaluate all possible adaptation measures for water availability and water quality in term of suitability and applicability to the study area and the existing conditions of the ZRB.
- Suggest and prioritize the best possible adaptation measures for water availability and water quality at the ZRB.

- Develop needed mechanisms and interventions to integrate the proposed adaptation measures in national policies and action plans
- Review opportunities and barriers to adaptation to climate change risks. There are many known available in the literature. The international experience has suggested many adaptation measures. However, each of these measures has specific needs and requirements that might be site specific or require huge investments. Other measure may need high technical experience.
- Assess opportunities and barriers to adaptation to climate change risks. In this activity the consultant is to evaluate the suitability and potential of each adaptation measure to be implemented in the basin based on the requirements for each.
- Develop manuals that document the whole process adopted in this task in a detailed manner to be used for future capacity and building training sessions. This document will be used in the future as a guide for identifying the best adaptation option for a site or a location.

Objective 2: Review existing national water policies, strategies, and action plans relevant to climate change and IWRM and propose policy options for adaptations.

(Methodology shall be determined by the offeror and outlined in the proposal)

Proposed Activities

- Review national water strategy, policies, and action plan as well as other related policies.
- Identify gaps in these policies as related to climate change vulnerability and adaptation
- Propose policy options for adaptation to climate change to be adopted by policy makers.
- Conduct national workshop to discuss the proposed policy options for adaptation to climate change

Objective 3: Formulate appropriate legal and institutional strategies and the needed interventions (strategy implementation plan) for Zarqa River Basin.

(Methodology shall be determined by the offeror and outlined in the proposal)

- Review legal and institutional framework approaches and tools for adaptation to climate change and IWRM in the Zarqa River basin.
- Develop a reform strategy for legal and institutional framework approaches and tools for adaptation to climate change and IWRM in the Zarqa River basin.

The consultant has to ensure the problem analysis is done logically and takes into central consideration all previous assessments carried out by UNDP and any other party of the current vulnerability and future climate risks.

Finally the consultant will conduct a national workshop under UNDP guidance and in coordination with the MoEnv and other responsible Ministries to discuss the proposed policy options for adaptation to climate change with relevant stakeholders and policy makers.

All documents produced under this assignment shall gender-differentiate climate change response when needed. Currently, many national responses remain ‘gender neutral’, which has often translated to the

marginalization of women's needs in national climate change strategies.

III TIMETABLE & DELIVERABLES

The consultant is expected to meet the target deadlines outlined in the timetable below. UNDP reserves the right to terminate the consultant's contract for continuous failure to make timely delivery of agreed targets.

Order	Task	Deliverable	Date
1	Carry out one meeting with relevant stakeholders to launch the process.	Report.	3 weeks of signature
2	<ul style="list-style-type: none"> a. Review and evaluate all possible adaptation measures for water availability and water quality in term of suitability and applicability to the study area and the existing conditions of the ZRB. b. Suggest and prioritize the best possible adaptation measures for water availability and water quality at the ZRB 	Report.	5 weeks of signature
3	Develop needed mechanisms and interventions to integrate the proposed adaptation measures in national policies and action plans		
4	Formulate an executive summary on the Adaptation Strategy for decision and policy makers.	The executive summary	6 weeks of signature
5	Review and assess opportunities and barriers to adaptation to climate change risks .		
6	Develop a manual that document the whole process adopted above for future use in other areas.	Report an a Manual	13 weeks of signature
7	Review legal and institutional management framework and tools for adaptation to climate change and IWRM in the ZRB.		
8	Develop a reform strategy for legal and institutional framework management and tools for adaptation to climate change and IWRM in the	Report on 7 and 8	9 weeks of signature

	ZRB.		
9	<ul style="list-style-type: none"> a. Review national water strategy, policies, and action plan as well as other related policies. b. Identify gaps in these policies as related to climate change vulnerability and adaptation 		
10	Propose policy options for adaptation to climate change to be adopted by policy makers	Report on 9 and 10	24 weeks of signature
11	Conduct national workshop to discuss the proposed policy options for adaptation to climate change	Report	28 weeks of signature
12	Develop an educational Presentation to the MoEnv and UNDP professionals on the findings of the whole assignment findings, results, and recommendations.	An educational Electronic PPP, including an illustration manual for the PPP.	29 weeks of signature

All deliverables shall be in both two soft copies and two hard copies. All written deliverables have to be presented in English language (except the executive summary which will be in both Arabic and English) and need to be approved by the MoEnv and UNDP.

Timeframe for assignment end

It is estimated that the assignment will need 150 working days from contract signing to be accomplished.

IV. QUALIFICATIONS AND PAYMENTS

Consultant Qualifications

Because of the diversity of issues this assignment is supposed to tackle only consulting companies, research institutions, and academic institutions are welcomed to bid for this consultancy. Each bidding organization should formulate their teams with the minimum following members.

1. Climate change expert with a postgraduate degree in Water resources management or engineering, climate change or related fields and with a work experience of at least 8 years.
2. Socio-economist with a postgraduate degree in Social and economical, or related fields and with a work experience of at least 8 years.
3. Policy development expert with a postgraduate degree in related fields and with a work experience of at least 10 years.
4. Communication and training expert with a postgraduate degree in related fields and with a work experience of at least 10 years.

The team has to show a proven real experience in Climate Change and financing mechanisms in general and in the Middle East in particular, policy and institutional knowledge in the Climate Change sector, and

excellent oral and written communication skills in Arabic and English. Additional needed skills are:

- Experience in Programme/Project development,
- Experience in working on adaption project / research and or/ Zarqa river basin would be an advantage
- Experience in international best practices in Climate Change,
- Experience in strategies for assisting developing countries,
- Good knowledge of local context (culture, politics, and geography).

Payments

contract budget will follow the schedule shown below in accordance with the protocol adopted by the UNDP.

Order	Activity	Deliverable	Percent of the Total contract budget
1	Submitting the work plan, the timeframe, the table of contents of the deliverables and the signature of the contract.	Work plan, the timeframe, the table of contents of the deliverables and the signature of the contract.	10
2	Carry out one meeting with relevant stakeholders to launch the process.	Report.	
3	c. Review and evaluate all possible adaptation measures for water availability and water quality in term of suitability and applicability to the study area and the existing conditions of the ZRB. d. Suggest and prioritize the best possible adaptation measures for water availability and water quality at the ZRB	Report.	
4	Develop needed mechanisms and interventions to integrate the proposed adaptation measures in national policies and action plans		
5	Formulate an executive summary on the Adaptation Strategy for decision and policy makers.	The executive summary	25
6	Review and assess opportunities and barriers to adaptation to climate change risks.		
7	Develop a manual that document the whole process adopted above for	Report an a Manual	

	future use in other areas.		
8	Review legal and institutional management framework and tools for adaptation to climate change and IWRM in the ZRB.		
9	Develop a reform strategy for legal and institutional framework management and tools for adaptation to climate change and IWRM in the ZRB.	Report on 7 and 8	20
10	<p>c. Review national water strategy, policies, and action plan as well as other related policies.</p> <p>d. Identify gaps in these policies as related to climate change vulnerability and adaptation</p>		
11	Propose policy options for adaptation to climate change to be adopted by policy makers	Report on 9 and 10	20
13	Conduct two National Workshops for training and Knowledge transfer.	Report.	
14	Develop an educational Presentation to the MoEnv and UNDP professionals on the findings of the whole assignment findings, results, and recommendations.	An educational Electronic PPP, including an illustration manual for the PPP.	25

V. MANAGEMENT & SUBCONTRACTING

The Consultant shall be responsible to UNDP. The Consultant works closely with the Adaptation to Climate Change to Sustain Jordan's MDG Achievements Joint Project Coordinator, in consultation with Ministry of Environment, Ministry of Water and Irrigation, the Zarqa Governorate, Municipality, local authorities, local communities, and NGOs. Any sub- contracting will need to be outlined in the technical bid including the names of those to whom the works will be sub- contracted . Any changes of names, other than those mentioned in the contract, will first have to be recommended in writing to UNDP and agreed upon by both parties.

Functions of the Team Leader

The key functions of the team leader include:

- Act as the main focal point to coordinate with UNDP, MoEnv , MWI, and the Project Committees.
- Plan and manage the overall day-to-day activities.

- Ensure progress and implementation of activities.
- Be responsible for all deliverable within the agreed time frames
- Supervise and manage subcontractors, while maintaining full responsibility for achievements of the tasks and ensuring measures for quality control are kept. Subcontracting other organizations will be the responsibility of the Research Agency.
- Establish and maintain strong linkages throughout the study period with the Ministry of Environment and the Ministry of Water and Irrigation’s Climate Change Unit.

All work will be done in the Zarqa River Basin, Amman, and Zarqa.

RFP contents, format, and application deadline

Proposals must comprise of the following documents:

- 1) Detailed updated Curriculum Vitae with supporting documents of all team members;
- 2) Cover letter;
- 3) Profile of the consultative institution or organization;
- 4) Technical approach to the Terms of Reference; and
- 5) A separate financial proposal (in JOD Jordanian Dinars).

VI. REPORTING REQUIREMENTS

- Bimonthly progress reports on activities and achievements to be submitted to UNDP & MoEnv starting the date of signature of contract: Continuous failure to submit timely progress reports grants UNDP the right assume that there was no progress throughout the unreported period. The report should include:
 - Progress during the reporting period compared to the implementation plan and timetables
 - Constraints encountered and solutions proposed
 - Annexes of schedule of meetings specifying team achievements during the reporting period, lists of documents reviewed, list of all interviewees including organizations representatives and members of the community
- A mission report must be submitted upon completion of the assignment
- Any suggestion for deviation from the approved proposal must be elaborately submitted for approval by the UNDP

VII. IMPORTANT NOTES ON PROPOSAL SUBMISSION

The proposal submitted in response to this RFP and TORs must include the following:

1. The full proposed Methodology, scope and coverage of the work, and a list of organizations to be included as stakeholders, to be contacted and worked with.
2. A detailed work plan of all the activities including desk and field research.
3. The full proposed management strategy for conducting the assignment: structure of the team, roles and responsibilities of each team member. It must include the plan for subcontracting, elaborating the roles and responsibilities of all subcontractors. All subcontractors must be approved by the UNDP and the Project Technical Committee,
4. The technical proposal must include the “proven track record” of the agency’s relevant experience. Qualifications of staff must be included.
5. The proposal must include background information about Climate Change research and

initiatives in Jordan and indicate that sufficient research has been done prior to submission of the proposal.

The consultant will be selected through a competitive and transparent bidding process in accordance to UNDP rules and procedures.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

E. Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. ’

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as **examples**.

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	F. Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
1.3				
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			

PERFORMANCE SECURITY FORM

To: UNDP

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated, to execute Services

(hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

G. SIGNATURE AND SEAL OF THE GUARANTOR

Date

Name of Bank

Address



ATLAS VENDOR PROFILE FORM

Name of Vendor _____

Type of Vendor Supplier SSA Service Contract UNV Fellow Other

Address _____

City/Country _____

P.O.Box _____

Telephone Number _____

Fax Number _____

E-mail address _____

Contact person (for suppliers only) _____

Telephone Number _____

E-mail address _____

Banking Details

Bank Name _____

Bank Branch _____

City/Country _____

Bank Account Name _____

Bank Account # (JOD) _____ Checking Account Saving Account

Bank Account # (U.S\$) _____ Checking Account Saving Account

SWIFT CODE _____

Signature _____

*Please sign and stamp with the official company seal

**This form will be kept confidential and will be used when effecting payment in case the contract is awarded to your firm.