# SELECTION OF CONSULTANTS

# Request for Proposals Consulting Services

# **Procurement of:**

The Maintenance and Support for the Monitoring, Reporting & Verification System for Greenhouse Gas Emission Reduction Projects (MRV)

**RFP No:** C2-CS-115

Consulting Maintenance and Support for the Monitoring, Reporting & Verification Services for: System for Greenhouse Gas Emission Reduction Projects (MRV)

Client: Ministry of Planning and International Cooperation

**Country:** The Hashemite Kingdom of Jordan

**Issued on:** May 2025

# **TABLE OF CONTENT**

PART I	3
Section 1. Request for Proposal Letter	3
Section 2. Instructions to Consultants and Data Sheet	5
Section 3. Technical Proposal – Standard Forms	35
Section 4. Financial Proposal - Standard Forms	51
Section 5. Eligible Countries	61
Section 6. Fraud and Corruption	63
Section 7. Terms of Reference	65
PART II	141
Section 8. Conditions of Contract and Contract Forms	141
PART III	188
Section 9. Notification of Intention to Award and Beneficial Ownership Forms	188

# **PART I**

**Section 1. Request for Proposal Letter** 

# **Request for Proposal** (Consulting Services)

Name of Maintenance and Support for the Monitoring, Reporting & Verification

Assignment: System for Greenhouse Gas Emission Reduction Projects (MRV)

RFP No: C2-CS-115 Grant No.: P171965

Country: The Hashemite Kingdom of Jordan

Date: May 2025

The Ministry of Planning and International Cooperation (MoPIC) has been allocated grant funds (the "Grant") from the Multi Donor Trust Fund (MDTF) by the World Bank (the "Bank") and executed by the Ministry of Planning and International Cooperation (MoPIC) ("the Client"). The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of MoPIC and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grant agreement. The grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the grant agreement or have any claims to the proceeds of the grant.

MoPIC now invites proposals to provide the following consulting services (hereinafter called "Services"): Maintenance and Support for the Monitoring, Reporting & Verification System for Greenhouse Gas Emission Reduction Projects (MRV). More details on the Services are provided in the Terms of Reference (Section 7). Proposers may download the RFP (full document) from the following link: <a href="https://shorturl.at/fZGRh">https://shorturl.at/fZGRh</a>

A firm will be selected under **Least Cost Selection Method** procedures and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the Bank's "<u>Procurement Regulations</u> for IPF Borrowers" September 2023 ("Procurement Regulations"), which can be found at the following website: <u>www.worldbank.org</u>

Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.

Details on the proposal's submission date, time and address are provided in RFP (ITC 17.7 and ITC 17.9).

Chairman of Special Procurement Committee

# Section 2. Instructions to Consultants and Data Sheet

## TABLE OF CONTENT

A.	Ge	neral Provisions	7
	1.	Definitions	7
	2.	Introduction	9
	3.	Conflict of Interest	. 10
	4.	Unfair Competitive Advantage	. 11
	5.	Fraud and Corruption	. 11
	6.	Eligibility	. 11
B.	Pre	eparation of Proposals	. 13
	7.	General Considerations	. 13
	8.	Cost of Preparation of Proposal	. 13
	9.	Language	. 13
	10.	. Documents Comprising the Proposal	. 13
	11.	Only One Proposal	. 14
	12.	. Proposal Validity	. 14
	13.	. Clarification and Amendment of RFP	. 15
	14.	. Preparation of Proposals Specific Considerations	. 16
	15.	. Technical Proposal Format and Content	. 16
	16.	Financial Proposal	. 17
C.	Sul	bmission, Opening and Evaluation	. 17
	17.	. Submission, Sealing, and Marking of Proposals	. 17
	18.	. Confidentiality	. 19
	19.	. Opening of Technical Proposals	. 19
	20.	Proposals Evaluation	. 20
	21.	. Evaluation of Technical Proposals	. 20
	22.	Notification of Results of Technical Evaluation, Opening of /Invitation to Submit Financial Proposals for QBS	. 20
	23.	Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	. 21
	24	Correction of Errors	22

	25. Taxes	23
	26. Conversion to Single Currency	23
	27. Combined Quality and Cost Evaluation	23
D.	Negotiations and Award	24
	28. Negotiations	24
	29. Conclusion of Negotiations	25
	30. Standstill Period	26
	31. Notification of Intention to Award	26
	32. Notification of Award	26
	33. Debriefing by the Client	27
	34. Signing of Contract	28
	35. Procurement Related Complaint	28
E	Data Sheet	29

### **Instructions to Consultants**

### A. General Provisions

#### 1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) "Borrower" means the Government, Government agency or other entity that signs the [loan/financing/grant] agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) Client's Personnel" is as defined in Clause GCC 1.1 (e).
- (g) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any

<sup>&</sup>lt;sup>1</sup> ["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

- day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- (k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or Joint Venture member(s).
- (1) "Government" means the government of the Client's country.
- (m) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (p) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) "**Proposal**" means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(u) "Sexual Exploitation and Abuse" "(SEA)" means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (v) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client's Personnel.
- (w) "SPD RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (x) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (y) "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

### 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing

- their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

# 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
  - 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

# a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

# b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or 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 for the same or for another Client.

### c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

### 4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

# 5. Fraud and Corruption

- 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

# 6. Eligibility

- 6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bankfinanced projects.
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility

requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

#### a. Sanctions

A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the PDS.

#### b. Prohibitions

- 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
  - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
  - (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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

# d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included

- as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
  - (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

### e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **B.** Preparation of Proposals

- 7. General Considerations
- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client 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 the Consultant.
- 9. Language
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents
  Comprising the
  Proposal
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client

- country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

# 11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

### 12. Proposal Validity

- 12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

# a. Extension of Proposal Validity

- 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

### b. Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

### c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

# 13. Clarification and Amendment of RFP

- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
  - 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
  - 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals Specific Considerations
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
  - 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
  - 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
  - 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
  - 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
- 15. Technical Proposal Format and Content
- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The

Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

# 16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

### a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

#### b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

# c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

# d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## C. Submission, Opening and Evaluation

# 17. Submission, Sealing, and

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising

# Marking of **Proposals**

- Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
  - 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope

and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

#### 18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.
- 19. Opening of Technical Proposals
- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is

offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

# 20. Proposals Evaluation

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21. Evaluation of Technical Proposals
- 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Notification of
  Results of
  Technical
  Evaluation,
  Opening of
  /Invitation to
  Submit Financial
  Proposals for
  OBS
- 22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.
- 22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and

- that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.
- 22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest ranking Consultant shall be invited to submit its Financial Proposals for negotiations.
- 22.4 The opening date of the Financial Proposal or invitation of the highest ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
- 23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
  - (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
  - (iv) notify them of the date, time and location of the public opening of the Financial Proposals.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive

to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
- 23.3 The opening date shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the Data Sheet. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

# 24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

# a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's committee evaluation shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

### b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

- 25. Taxes
- 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation

# a. Quality and Cost-BasedSelection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

### b. Fixed-Budget Selection (FBS)

- 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

### c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

### D. Negotiations and Award

### 28. Negotiations

- 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

## a. Availability of Key Experts

- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to

death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### c. Financial Negotiations

- 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations Breakdown of Remuneration Rates.

# 29. Conclusion of Negotiations

- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked

Consultant, the Client shall not reopen the earlier negotiations.

#### 30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

# 31. Notification of Intention to Award

- 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
  - (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
  - (b) the contract price of the successful Proposal;
  - (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
  - (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
  - (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
  - (f) the final combined scores and the final ranking of the Consultants;
  - (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
  - (h) the expiry date of the Standstill Period; and
  - (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

# 32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant

(including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

#### Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Consultant's Beneficial Ownership Disclosure Form.
- 32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.

# 33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a

- debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

# 34. Signing of Contract

- 34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 35. Procurement Related Complaint
- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

# **Section 2. Instructions to Consultants**

# E. Data Sheet

ITC Reference	A. General			
1 (b)	The Hashemite Kingdom of Jordan			
2.1 Name of the Client: Ministry of Planning and International Coope				
Method of selection: <u>Least Cost Selection</u> as per				
	the Procurement Regulations (available on www.worldbank.org)			
2.2 Financial Proposal to be submitted together with Technical I				
	The name of the assignment is: The Maintenance and Support for the Monitoring, Reporting & Verification System for Greenhouse Gas Emission Reduction Projects (MRV)			
2.3	A pre-proposal conference will be held: No			
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>NA</u>			
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr			
	B. Preparation of Proposals			
9.1	This RFP has been issued in the English language.			
	Proposals shall be submitted in English language.			
	All correspondence exchange shall be in English language.			

10.1 The Proposal shall comprise the following:				
	For SIMPLIFIED TECHNICAL PROPOSAL (STP):			
	1st Inner Envelope with the Technical Proposal:			
	(1) Power of Attorney to sign the Proposal			
	(2) TECH-1			
	(3) TECH-2			
	(4) TECH-4			
	(5) TECH-5			
	(6) TECH-6			
	(7) TECH-7 Code of Conduct: The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.			
	(8) TECH-8 Sexual Exploitation And Abuse (Sea) And/Or Sexual Harassment (Sh) Performance Declaration			
	AND			
	2 <sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):			
	(1) FIN-1			
	(2) FIN-2			
	(3) FIN-3			
	(4) FIN-4			
10.2	Statement of Undertaking is required: No			
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No			
12.1	Proposals shall be valid until 90 days after the date of Submission.			
Clarifications may be requested no later than 10 days prior to the submission deadline.				

	The contact information for requesting clarifications is:			
	Attention: Mrs. Sawsan Abu Alganam\Procurement Manager			
	Address: Ministry of Planning and International Cooperation, 3rd circle, Zahran Street, P.O. Box 555 Amman 11118 Jordan			
	Email: Sawsan_abualganam@reformjo.org			
14.1.1 NA.				
15.2 The format of the Technical Proposal to be submitted is:				
STP Submission of the Technical Proposal in a wrong format may lear the Proposal being deemed non-responsive to the RFP requirements.				
16.2 A price adjustment provision applies to remuneration rates: No				
Information on the Consultant's tax obligations in the Client's coucan be found <a href="http://www.istd.gov.jo/">http://www.istd.gov.jo/</a>				
The Financial Proposal should state local costs in the Client's cocurrency (local currency): Jordanian Dinar (JOD)				
	C. Submission, Opening and Evaluation			
17.1	The Consultants shall not have the option of submitting their Proposals electronically.			
17.4	The Consultant must submit:			
	(a) <b>Technical Proposal:</b> one (1) original and 2 copies.			
	(b) Financial Proposal: one (1) original.			
17.7 and 17.9	The Proposals must be submitted no later than:			
	Date: 7 <sup>th</sup> July 2025			
Time: 15:00 local time				
	The Proposal submission address is:			

	Mrs. Sawsan Abu Alganam\Procurement Manager				
	Ministry of Planning and International Cooperation- 3rd circle, Zahran St., P.O.Box 555-Amman – 11118, JORDAN, first floor, office#129				
19.1	An online option of the opening of the Technical Proposals is offered:				
	The opening shall take place at:				
	Ministry of Planning and International Cooperation				
	3 <sup>rd</sup> circle, Zahran St., fourth floor, tender meeting room				
	<b>Date</b> : same as the submission deadline indicated in 17.7.				
	Time: 16:00 local time				
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: $N\!/A$				
21.1	Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:				
	<u>Points</u>				
	(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:				
	Total points for criterion (i): (40)				
	(ii) Key Experts' qualifications and competence for the assignment: {Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}				
	<ul> <li>a) Position K-1: [Team Leader] [15 points]</li> <li>b) Position K-2: [Systems Analyst] [15 points]</li> <li>c) Position K-3: [System Engineer] [15 points]</li> <li>d) Position K-4: [Software Developer] [10 points]</li> <li>e) Position K-5: [Quality assurance] [5 points]</li> </ul>				
	Total points for criterion (ii): (60)				
	Total points for the two criteria: 100				
	The minimum technical score (St) required to pass is: 80/100.				
	`				

	Public Opening of Financial Proposals		
23.4	An online option of the opening of the Financial Proposals is offered:		
23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.		
	Any interested party who wishes to attend this public opening should contact Mrs. Sawsan Abu Alganam, <a href="mailto:Sawsan_abualganam@reformjo.org">Sawsan_abualganam@reformjo.org</a>		
	and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.		
	Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.		
For the purpose of the evaluation, the Client will exclude: (a identifiable indirect taxes such as sales tax, excise tax, VAT, or si levied on the contract's invoices; and (b) all additional local ind the remuneration of services rendered by non-resident experts in country. If a Contract is awarded, at Contract negotiations, all will be discussed, finalized (using the itemized list as a guidar limiting to it) and added to the Contract amount as a separate indicating which taxes shall be paid by the Consultant and which withheld and paid by the Client on behalf of the Consultant.			
	D. Negotiations and Award		
28.1	Expected date and address for contract negotiations: August 2025		
34.2	Expected date for the commencement of the Services: September 2025		
35.1	The procedures for making a Procurement-related Complaint are detailed in the " <u>Procurement Regulations for IPF Borrowers</u> (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:		

For the attention: Mrs. Sawsan Abu Alganam

Title: Procurement Manager

Client: Ministry of Planning and International Cooperation

Email address: Sawsan abualganam@reformjo.org

A copy of the complaint can be sent for the Bank's information and

monitoring to: pprocurementcomplaints@worldbank.org

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of this Request for Proposal;

- **2.** the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and
- **3.** the Client's decision to award the contract.

# Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### **CHECKLIST OF REQUIRED FORMS**

Required for FTP or STP		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
<b>✓</b>	✓	TECH-2	Consultant's Organization and Experience.	
✓	✓	TECH-2A	A. Consultant's Organization	
✓	✓	TECH-2B	B. Consultant's Experience	
<b>√</b>		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
<b>√</b>	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	ТЕСН-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct	
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

### FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

#### Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

### We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until [insert day, month and year in accordance with ITC 12.1].
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.

- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH): [select the appropriate option from (i) to (iii) below and delete the others].

We [where JV, insert: "including any of our JV members"], and any of our sub-consultants:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (g) [Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We remain,			
Yours sincerely,			

We understand that the Client is not bound to accept any Proposal that the Client receives.

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

### FORM TECH-2 (FOR FULL AND SIMPLIFIED TECHNICAL PROPOSALS)

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Subconsultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

### A - Consultant's Organization

- 1. Provide here a brief description of the background and organization of your company, and in case of a joint venture of each member for this assignment.
- 2. Include organizational chart, a list of Board of Directors, and beneficial ownership. The successful Consultant shall also provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

# **B** - Consultant's Experience

- 1. List only previous <u>similar</u> assignments successfully completed in the last [.....] years.
- 2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan- May 2008}	{e.g., "Support to sub- national government": drafted secondary level regulations on}	{e.g., municipality of, country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

### FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

# DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- (Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks, (including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract) to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- Work Plan and Staffing. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative 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 and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

### c) Comments (on the TOR and on counterpart staff and facilities)

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

# FORM TECH-5 (FOR FTP AND STP)

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	N° Deliverables <sup>1</sup> (D)		Months										
'	Deliverables (D)	1	2	3	4	5	6	7	8	9	••••	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:}												

<sup>1</sup> List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

<sup>2</sup> Duration of activities shall be indicated in a form of a bar chart.

<sup>3.</sup> Include a legend, if necessary, to help read the chart.

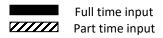
# FORM TECH-6 (FOR FTP AND STP)

# TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's	s input	(in person	/month) po	er each Deli	verable (lis	sted in TECH-	5)	Total ti	me-inpu	ıt
		Position		D-1	D-2	D-3		D		Home	Field	Total
KEY I	EXPERTS	- I	I .	l l		<u> </u>		<u> </u>		·		
K-1	{e.g., Mr. Abbbb}	[Team	[Home]	[2 month]	[1.0]	[1.0]						
K-1		Leader]	[Field]	[0.5 m]	[2.5]	[0]						
K-2												
N-Z												
K-3												
K 3												
n												
								Subtotal				
NON	-KEY EXPERTS	•					1		1 1			•
N-1			[Home]									
., .			[Field]									
N-2				-								
n												
								Subtotal				
								Total				

<sup>1</sup> For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.



# FORM TECH-6 (CONTINUED)

# **CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of
educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to		
	For references: Tel/e-mail; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:	
Language Skills (indicate only languages in which you can work):	_

## **Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert 's contact information:	: (e-mail	, phone)
--------------------------------	-----------	----------

### **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

		{day/month/year}
Name of Expert	Signature	Date
		{day/month/year}
Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date

### FORM TECH-7 (FOR FTP AND STP)

### **CODE OF CONDUCT FOR EXPERTS FORM**

### Note to the Client:

The following minimum requirements shall not be modified. The Client may include additional requirements to reflect Contract-specific issues/risks.

Delete this Box prior to issuance of the RFP.

#### **Note to the Consultant:**

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

### CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of Client] for [enter description of the Services]. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### REQUIRED CONDUCT

### Experts shall:

- 1. carry out his/her duties competently and diligently;
- 2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;

- 3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
- 4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
- 5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another:
- 6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- 7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
- 8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
- 9. report violations of this Code of Conduct; and
- 10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

### RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

- 1. Contact [enter name of person assigned by the Consultant to handle such matters] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
- 2. Call [ ] to reach the Consultant's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

## FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of the contact person(s) assigned by the Consultant] requesting an explanation.

Name of Expert: [insert name]
Signature:
Date: (day month year):
Countersignature of authorized representative of the Consultant:
Signature:
Date: (day month year):

# FORM TECH-8 (FOR FTP AND STP) SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]

Consultant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member's or Subconsultant's Name: [insert full name]

RFP No. and title: [insert RFP number and title]

Page [insert page number] of [insert total number] pages

SEA and/or SH Declaration
We:
$\square$ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
$\square$ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

# Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form
 FIN-2 Summary of Costs
 FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method
 FIN-4 Reimbursable expenses

# FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

		{Location, Date}
To: [Name and address	of Client]	
Dear Sirs:		
		nsulting services for [Insert title of al dated [Insert Date] and our Technical
amount(s) currency(ies)} "excluding"] of all indirect estimated amount of local	{Insert amount(s) in words at local taxes in accordance indirect taxes is {Insert curfirmed or adjusted, if needed,	at of {Indicate the corresponding to the and figures}, [Insert "including" or with ITC 25.1 in the Data Sheet. The crency} {Insert amount in words and during negotiations. {Please note that
-		nain binding upon us, subject to the he period of time specified in the Data
	submission of this Proposal a	by us to an agent or any third party nd Contract execution, paid if we are
Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
· •	to be paid by us to agents or a	g statement: "No commissions or any third party relating to this
We understand you	are not bound to accept any I	Proposal you receive.
We remain,		
Yours sincerely,		
Signature (of Consu	ultant's authorized representat	tive) {In full and initials}:

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

# FORM FIN-2 SUMMARY OF COSTS

		(	Cost					
ltem		{Consultant must state the proposed Costs in accordance with ITC <b>16.4 of the Data Sheet</b> ; delete columns which are not used}						
item	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet}				
Cost of the Financial Proposal								
Including:								
(1) Remuneration								
(2) Reimbursables								
Total Cost of the Financial Proposal:  {Should match the amount in Form FIN-1}								
Indirect Local Tax Estimates – to be discussed a	nd finalized at the neg	gotiations if the Contra	act is awarded					
(i) {insert type of tax e.g., VAT or sales tax}								
(ii) {e.g., income tax on non-resident experts}								
(iii) {insert type of tax}								
Total Estimate for Indirect Local Tax:								

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

## FORM FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Ren	nuneration							
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN- 2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Key Experts							
<u>K-1</u>			[Home]					
			[Field]					
K-2								
	Non Koy, Eymoute							
N-1	Non-Key Experts		[//ama]	<u> </u>				
N-2			[Home] [Field]					
11-2			[rieiu]					
					1			
			ı	Total Costs				

### Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

### 1.4. Rate details are discussed below:

- (i) <u>Salary</u> is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
- (ii) <u>Bonuses</u> are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) <u>Social Charges</u> are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) <u>Cost of Leave</u>. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

Leave cost as percentage of salary = 
$$\frac{\text{total days leave } \times 100}{[365 - \text{w} - \text{ph} - \text{v} - \text{s}]}$$
  
Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) <u>Profit</u> is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

# Sample Form

Consultant: Assignment:	Country: Date:
Consultant's Represe	ntations Regarding Costs and Charges
We hereby confirm that:	
	ttached table are taken from the firm's payroll records and s listed which have not been raised other than within the oplied to all the Consultant's Experts;
(b) attached are true copies of the la	atest pay slips of the Experts listed;
(c) the away- from- home office alloagreed to pay for this assignment to the	owances indicated below are those that the Consultant has Experts listed;
	d table for social charges and overhead are based on the latest three years as represented by the firm's financial
(e) said factors for overhead and soo profit-sharing.	cial charges do not include any bonuses or other means of
[Name of Consultant]	
Signature of Authorized Representative	Date
Name:	
Title:	

# **Consultant's Representations Regarding Costs and Charges**(Model Form I)

(Expressed in {insert name of currency\*})

Perso	onnel	1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead 1	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home	Office								
Client's	Country								

<sup>\*</sup> If more than one currency is used, use additional table(s), one for each currency

<sup>1.</sup> Expressed as percentage of 1

<sup>2.</sup> Expressed as percentage of 4

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. R	B. Reimbursable Expenses							
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	{Training of the Client's personnel – if required in TOR}							
			7	Total Costs				

# Legend:

<sup>&</sup>quot;Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

# **Section 5. Eligible Countries**

firms, goods and services from the following	countries are excluded from this selection:
Under the ITC 6.3.2 (a):	[list country/countries following approval by the
Under the ITC 6.3.2 (b):	[list country/countries or indicate "none"]

# Section 6. Fraud and Corruption

### (This Section 6, Fraud and Corruption shall not be modified)

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

### 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

- indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers),, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated subcontractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

### Section 7. Terms of Reference

# Terms of Reference for the Maintenance and Support for the Monitoring, Reporting & Verification System for Greenhouse Gas Emission Reduction Projects (MRV)

### 1. Background

The Reform Secretariat at the Ministry of Planning and International Cooperation (MoPIC) was established in November 2019 to coordinate, support, and drive the implementation of reforms under the Reform Matrix. Additionally, it provides necessary technical assistance and capacity building to government ministries and entities to support and expedite the implementation of reforms.

The Reform Secretariat oversees the implementation of the Reform Matrix; ensures reforms are designed in consultation with stakeholders; reports to the Government of Jordan (GoJ) and development partners on progress; and coordinates between GoJ entities and development partners to ensure implementation and alignment of donor programs with national priorities. Furthermore, the Reform Secretariat is mandated to support the development and implementation of effective stakeholder engagement and outreach, hence, together with government entities, the Reform Secretariat will continue to produce and disseminate information and communication materials to inform all target groups, including the private and public sectors, of the progress of implementation and impact of reforms.

The Reform Matrix consists of twelve pillars:

Pillar 1: Fiscal Policy

Pillar 2: Public Sector Efficiency and Governance

Pillar 3: Business Enabling Environment

Pillar 4: Investment and Trade Promotion

Pillar 5: Access to Finance and Capital Market

Pillar 6: Labor Markets and Skills Development

Pillar 7: Social Safety Nets

Pillar 8: Transportation Sector

Pillar 9: Energy Sector

Pillar 10: Water Sector

Pillar 11: Agriculture Sector

Pillar 12: Tourism Sector.

The Reform Support Fund is lodged at MoPIC and managed by the Reform Secretariat. It will finance just-in-time technical assistance in support of line ministries involved in designing, implementing, and monitoring the Reform Matrix.

During the update of the Economic Reform Program, climate change and environmental aspects were mainstreamed across its pillars to support (1) Climate-responsive investment both in terms of public and private contexts, (2) Climate responsiveness including mitigation, adaptation, and resilience, (3) Accountability focusing on elements of the Paris Agreement's enhanced transparency framework.

Jordan stands as a global leader in climate change monitoring and reporting with its unique, multi-tiered Monitoring, Reporting, and Verification (MRV) framework. The Ministry of Environment, with support from the World Bank's Partnership for Market Readiness (PMR) Program in 2015, developed

an open-source MRV system that supports capturing emissions, emission reductions and financing received by each mitigation project. It tracks such indicators at individual project/program, sector, ministry and national level. Jordan's MRV system was launched in 2021, and it has been deployed in more than 20 government agencies across all sectors. Jordan's Climate Change By-law was approved in 2019 and operationalizes the MRV framework.

The MRV system functions as a centralized repository, providing a comprehensive record of the country's climate mitigation efforts. Integrated with the GHG National Registry, it enhances coordination and transparency in climate-related funding and projects while facilitating financial flows to sustainable initiatives. As climate-responsive investments continue to expand nationwide, there is a growing need to strengthen the MRV system to more effectively capture and report carbon emission reductions.

### 2. Objective of the assignment

The objective of this assignment is to provide support for the maintenance of the existing MRV system for the mitigation projects which is managed by the Ministry of Environment in Jordan (the beneficiary), including managing the shortcomings/bugs in the system against the defined functionalities of the system.

### 3. Scope of Work and Key tasks

The firm is expected to perform the following activities to address existing issues and ensure the smooth operation of the MRV system:

### a) Inception Report

• Submit an updated work plan and methodology for implementing the assignment, outlining key activities, timelines, and resources.

### b) Assessment and Gap Analysis Report

- Review the MRV system and documents developed by MoEnv to identify gaps or bugs, Additional details can be found in Annex [1] for system design and deployment and Annex [2] for identified bugs.
- Evaluate the current MRV system to identify issues or deficiencies affecting its performance.
- Review reporting requirements, detect bugs, and identify gaps in system functionality.
- Provide a documented analysis with recommendations to address identified gaps and enhance system efficiency.

### c) System Maintenance and Bug Fixing

- Operating System Update: Migrate all system workloads to new VMs with the latest OS.
- Change Security Model: Change governmental employee's authentication to be through Active Directory, and implement a Multi-Factor Authentication across all authentication models.
- Issue Resolution: Fix identified bugs and optimize system functionality without significant changes to the source code.

### d) Testing, Training, and Documentation

### Testing:

- Ensure the system passes security, quality assurance, and performance tests conducted by MODEE and NCSC, the testing should follow MoDEE MSB (Minimum Security Baseline).
- Ensure the system passes thorough functional testing of the MRV system, specifically focusing on the accuracy and reliability of calculations for emissions, reductions, and other key metrics.
- Validate report generation to confirm completeness and correctness.
- o Host a testing environment on the contractor's server until the final deployment.

### • Training & Documentation:

- o Provide training for IT personnel and key staff at the Ministry of Environment to ensure effective system operation and troubleshooting.
- Submit the updated source code, incorporating all fixes, enhancements, and modifications made during the assignment.
- Submit a detailed technical documentation report, outlining identified issues, debugging processes, and corrective actions taken to ensure system stability.

### e) Maintenance and Support (2 Years Post-Acceptance)

The firm shall provide warranty, support, and maintenance for the software and system for 24 months after the final acceptance of the assignment (renewable). The company shall commit to reasonable fees without significant increases during this period.

#### • System Maintenance

- Conduct monthly system health checks, verifying server connectivity and database integrity.
- o Ensure weekly backups of the database, servers, and related components.
- Address issues reported by the Ministry of Environment via a ticketing system, with status tracking and timely updates.
- o Submit monthly reports on tickets, resolution mechanisms, resolution times, and adherence to the service level agreement (SLA).

### • First and Second Line Support:

- o First-line Support: Offer phone support for general issues at no additional cost.
- Second-line On-site Support: Provide on-site technical support for both emergency and non-emergency incidents. In case of an emergency impacting business continuity, support will be provided within two hours of incident reporting. For non-emergency incidents, support will be provided within one business day.

The support should cover any new bugs, malfunctions, defects, and shortcomings identified in the System. The firm will have the obligation to fix those issues falling within the original Scope of Work. For the avoidance of doubt, as long as the issue or bug/shortcomings falling under the original scope are identified within the warranty period, the firm will have the obligation to address those issues free of

cost even after the warranty period. Further, the firm will rectify identified issues within the time period agreed to in the SLA.

### f) Architecture and Security

- Assess the current infrastructure architecture design and modify it if required to implement a 3-tier architecture.
- o Systems and services are hosted on the government's private cloud.

### 4. Coordination and Communication on maintenance of the system

It is expected from the firm to provide their response regarding the required post-implementation support and propose the SLA. The recommended response and resolution times as per the severity levels are specified in the table below.

Severity Level	Description	Response Time	Resolution Time
I Urgent	Issue that has a critical impact on use of the Software and/or System, resulting in the inability to continue to use the Software and/or System as required or intended. A Severity I issue does not have a reasonable workaround, cannot reasonably be corrected by adding to or changing the Documentation. Severity I calls will be handled on twenty-four (24) hours by seven days a week basis.	2 hours	1 calendar day
II High	Issue that causes a severe restriction on use of the Software and/or System, resulting in the restricted ability to continue to deploy or use the Software and/or System. A Severity II Error does not have a reasonable workaround, cannot reasonably be corrected by adding to or changing the Documentation	8 hours	2 business days
III Medium	Issue that causes limitations that is not critical or severe to use of the Software and/or System. A Severity III issue has a reasonable workaround.	1 business day	3 business days
IV Low	Issue that causes a slight inconvenience to the development, deployment, or operational use of the Software and/or System. A Severity IV issue has a reasonable workaround.	1 business day	5 business days

For any required fixation, patch or such required to resolve the reported issue will not impose a separate charge.

### 5. Beneficiary (Ministry of Environment) Responsibilities

- Designate one full-time employee and one alternate, both trained as system administrators, to act as the primary contacts for support issues.
- Take reasonable steps to troubleshoot and verify issues before reporting them, including recreating and reviewing the problem.
- Enter defect/bug reports into the online helpdesk system provided by the firm.
- Provide the firm with access to necessary information and facilities to enable maintenance and support, except remote access to the system, which may not be permitted.

### 6. Contractor (Firm) Responsibilities

- Provide an online helpdesk system for defect/bug reporting by the Ministry of Environment's IT staff and MRV focal points.
- Offer support via telephone or on-site visits to resolve issues in accordance with the SLA.
- Ensure support availability during normal business hours (Sunday to Thursday, 8:30 AM 4:30 PM Jordanian time).
- Provide a mechanism for reaching support outside business hours for critical (Severity I) issues.
- Designate a contact person and one alternate to communicate with the Ministry of Environment.
- The firm shall not use, modify, or distribute the source code provided for any commercial purposes, including but not limited to developing equivalent systems or using the code for any other purposes outside the scope of this agreement.

### 7. General Terms

- Data handling and exchange must comply with data protection Law.
- Digital documents must contain MoDEE QR-Code.

#### 8. Deliverables

The Contractor shall deliver the following:

No.	Deliverable	Description
1	Inception Report	Submission of the updated work plan and methodology for developing the assignment.
2	Assessment and Gap Analysis Report	Evaluating the current MRV system to identify any issues or deficiencies affecting its performance. This includes reviewing reporting requirements, detecting bugs, and identifying gaps in the system's functionality. The analysis should cover the effectiveness of data collection and reporting mechanisms, and highlight areas where improvements are necessary. The findings will be documented, and recommendations for fixing identified issues will be provided. The report will serve as the key deliverable, outlining the fixes needed to address the gaps and ensure system efficiency.
3	System Maintenance and Bug Fixing	Includes comprehensive maintenance of the system to ensure smooth operation and performance. It involves identifying, analyzing, and resolving software bugs, implementing necessary updates, and optimizing system functionality.
4	Testing, Training, and Documentation	At this phase, quality assurance at all levels should be performed, including responsive layout, function(s) testing, performance, and security testing. Testing site be hosted on Contractor's server until its final. A detailed technical documentation report must be submitted, outlining all identified issues, debugging processes, and corrective actions taken to ensure system stability and reliability, the firm should also Submit the updated source code, incorporating all fixes, enhancements, and modifications made during the assignment
5	Maintenance and Support	After the delivery of maintenance items, the contractor should keep providing technical support and maintenance service as

required and specified in point 3 of the scope of work, to make
sure that the software is up and running smoothly.

### 9. Timeline, and Payment Schedule

The duration of this contract includes an implementation period of 13 weeks, followed by a maintenance and support phase of 2 years after the acceptance of all deliverables. The delivery timeline for the required outputs is outlined in the table below. Payment for deliverables shall be subject to client acceptance.

Deliverables	Deadline submission from Contract effective date	Revision & Approval by the beneficiary	Payment Schedule
Inception Report	Week 1	1 week after submission	10%
Assessment and Gap Analysis Report	week 3	1 week after submission	30%
Completion of making changes to the software, including testing and updating the operating system	Week 7	Two weeks after submission	30%
Testing, Training, and Documentation	week 13	1 week after submission	30%
Maintenance and Support	two years, starting from the final acceptance date		50% of the Maintenance and Support total cost by the end of each year (over two years)

### 10. Qualifications and General Capacity of the Firm:

The firm shall have a demonstrated track record in the development of Enterprise systems. The firm should also demonstrate the expertise/familiarity with governmental system. Additionally, the following qualifications are required:

- The firm must have a minimum of seven years of market presence
- The firm should provide reference information for a minimum of 10 clients, including at least 5 governmental entities, for similar projects.
- Proven ability to draft clear and concise technical documents.
- Capacity to incorporate feedback from other experts.
- Demonstrated ability to deliver high-quality work.

# 11. Team Composition and key expert qualifications:

No.	Position	Information System Experience		
1	Team Leader	Education: Bachelor Degree in Engineering or Information Technology (IT), a postgraduate degree is preferred Experience: Should possess at least 7 years of experience in IT, with ample experience in the MENA region Should have more than 5 years of experience in handling such large-scale projects. Should have led a team of at least 5 resources Should have led at least one such project end to end i.e. from development to deployment to O&M phase Proficiency in both Arabic and English, with effective communication skills in both languages.		
2	Systems Analyst	Education: Bachelor Degree in Information Technology (IT) or related field.  Experience: At least 4 years in IT domain Should have experience of more than 3 years as System Analyst in large projects.  Proficiency in both Arabic and English, with effective communication skills in both languages.		
3	System Engineer	Education: Bachelor Degree in computer Engineering. Experience: At least 4 years of experience as a system engineer, specializing in designing, managing, and optimizing complex systems. Should have experience of; Operating systems, Cloud-based infrastructure, System security, Web-based platforms Proficiency in both Arabic and English, with effective communication skills in both languages.		
4	Software Developer	Education: Bachelor Degree Information Technology (IT) or related fields.  Experience: At least 4 years in IT domain Should have experience of more than 3 years as Software Developer in large projects of similar nature Should have developed at least two large scale projects.  Excellent knowledge in .net Framework and MVC Good knowledge in Microsoft SQL Server Proficiency in both Arabic and English, with effective communication skills in both languages.		
5	Quality assurance	Education: Bachelor Degree in Information Technology (IT) Experience: At least 4 years in IT domain Should have experience of more than 3 years as Software Developer in large projects of a similar nature Should have tested at least two large scale projects Proficiency in both Arabic and English, with effective communication skills in both languages.		

### 12. Expected methodology

The Consultant shall propose a methodology, time frame, deliverables and mandates to conduct the assignment in respect to the TOR. The methodology shall include various activities and the related milestones and associated outcomes and deliverables. The methodology will be summarized in a chronogram and provided in the Consultant's proposal.

### 13. Partners

This consultancy service will be provided in close collaboration with the World Bank (WB), the Ministry of Digital Economy and Entrepreneurship (MoDEE), and the National Cyber Security Center (NCSC). The contracting authority (the Client) is at the Ministry of Planning and International Cooperation (MoPIC)/Reform Secretariat (RS), and contract management and deliverables will be managed by both Ministry of Environment (MoEnv) (the Beneficiaty) and RS at MoPIC. The selected consulting firm will be responsible for delivering comprehensive and timely progress updates to the RS and MoEnv on regular calls that will be documented, detailing the activities undertaken, key findings, challenges encountered, and the next steps. The firm should also coordinate the training arrangements with both the RS and MoEnv and should establish clear lines of communication with all key stakeholders, ensuring they are kept informed and engaged throughout the project.

## Annex I.a

# Multi-Level Integrated Monitoring, Reporting and Verification (MRV) System for the Hashemite Kingdom of Jordan

# **Design Document**

12-9-2018

1.0

مدير المشروع : Project Manager		Ch(ضابط الارتباط)	ecked by
Daher Daher			
(توقیع) Signature	Date(تاریخ)	(توقیع) Signature	Date(تاریخ)

## **Table of Contents**

<u>Tab</u>	ole of Contents	. 73
<u>1</u>	<u>Introduction</u> .	. 75
<u>2</u>	Relation between the technology and the business requirement	. 77
<u>3</u>	Database Architecture Design	. 80

	<u>3.1</u>	The Conceptual Entity Attribute Relational Model (EAR)	80
	<u>3.2</u>	The Physical data model	81
4	Desi	gn of the Front-end Component	82
	<u>Unified</u>	d template for interfaces	82
	•	uiled Use Case Specification	
<u>6</u>	Proc	luct-ization features	88
7	Con	figuration files	90

## Introduction

This design document is to presents the detailed description of the designs that will be used in implementing the MRV system,

The MRV system (Monitoring, Reporting and Verification system) is an integrated, multi-level system (hereinafter referred to as the "MRV System") focusing on Greenhouse Gas (GHG) emissions and climate change mitigation in Jordan.

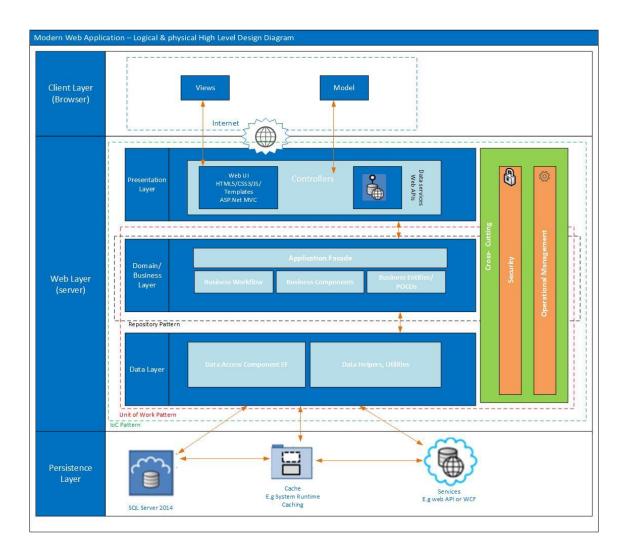
This design document contains the following parts:

- Relation between the technology and the business requirement
- Database Architecture Design
- Design of the Front-end Component
- Detailed Use Case Specification
- Product-ization features
- Configuration files

The MRV System architecture is achieved using a three-layer model (Three Tier Architecture). The first layer is concerned with building user interface viewable on web browsers. The second layer is concerned with the functionality of the system. The third layer is concerned with building the application database and services.

The following illustrates technically the architecture to be used in the development phase:

75 | Page



As shown in the above figure the architecture include the following layers:

#### 1. Client Layer (HTML5 Browser)

is a design pattern which helps developers separate the Model (the data) from the View (the UI).

## 2. Web layer it is separated into three different layers as the following:

## o Presentation Layer

For modern MVC web applications, the presentation layer (server-side) consists of Controllers who's only task is to render an HTML page, css, Javascript, HTML images, etc. Very little server-side code, if any, is responsible for any UI rendering responsibilities. In addition the Controller's job is to translate incoming requests into outgoing responses.

#### o Business Layer

This layer is designed for the Web application that is responsible to implement the

business logic. Separating this layer will improve the maintainability and testability of the application, and allow to centralize and reuse common business logic functions.

On the other hand, it will be responsible of handling all the internal domain entities and manage the interface for database operations, this is extended to include Interfaces and Model (Value Objects, Plain Old CLR Objects (POCO) Classes).

#### Data Layer

This layer is designed for the Web application that abstracts the logic necessary to access the database. This can be achieved with implementing the Repository pattern, the Repository pattern is often implemented with the Unit of Work pattern.

The business entities, usually shared between the layers of the application e.g. Business and Data Layer should be POCO entities. These POCO data classes which are mapped to entities that are defined in a data model, support most of the same query, insert, update, and delete behaviors as entity types.

#### Cross Cutting

The **Web layer** has common functionality that spans across layers and tiers, Some of these functionalities are:

- Security
  - Authentication.
  - Authorization.
- ❖ Operational management
  - Caching.
  - Exception management.
  - Logging.
  - Validation.
  - Email Notifications.

These functionalities are called as crosscutting concerns because it affects the entire application, and should be centralized in one layer in the code.

#### 3. Persistence Layer

This layer is designed for the web application as a separate layer, if we plan to deploy business layer in a remote tier or to expose the business logic using a web service.

This has several advantages, like easier migration to other storage engines, better encapsulation of database logic in a single layer and achieve maximum reusability by not assuming the specific details of clients that will use them, and avoid changes over time that might break the service interface for existing clients.

## Relation between the technology and the business requirement

Technology supports the business process in order to gain efficiency and improve quality.

The Developed MRV System will be having the following technology features:

- 1- Using the most popular programming language and database management system RDBM
  - RSS team will use the Microsoft Dot Net technology and C# language to develop the MRV system.

The DOT NET is a software framework. It is developed by Microsoft. It includes a large library, and is used by most new applications created for the Windows platform. Following are some design Features of the DOT NET Framework:

- o Interoperability.
- o Common Language Runtime engine (CLR).
- Language independence.
- Base Class Library.
- o Simplified deployment.
- Security.
- o Portability.
- RSS team will use the **Microsoft SQL Server** as RDBMS:

Microsoft SQL Server is a relational database management system, or RDBMS, that supports a wide variety of transaction processing. It's one of the three-market-leading database technologies,

SQL Server supports the RDBMS technologies, which are built around a row-based table structure that connects related data elements in different tables to one another, avoiding the need to redundantly store data in multiple places within a database. The relational model also provides referential integrity and other integrity constraints to maintain data accuracy; consistency, isolation and durability and designed to guarantee that database transactions are processed reliably.

#### 2- MVC modeling and Frame work

ASP.NET MVC 5 applications using the Entity Framework 6, is an extensible and pluggable framework. The components of the ASP.NET MVC framework are designed so that they can be easily replaced or customized.

The whole concept revolves around three major components:

- Model (Represents M): Model is generally the business objects responsible for representing the underlying the database schema and would hold the data/state for an MVC application.
- View (Represents V): This is the UI piece of the application. Generally, in ASP.NET MVC application it is an .aspx and .ascx file.
- Controller (Represents C): This is the heart of ASP.NET MVC framework application which is responsible for rendering the appropriate view to the client, executing the pertinent action method, getting the data from the model and populating the view, getting the data from view and updating the model, etc.

The used framework will make the developed system flexible, and have a number of validation rules in addition to Email notification and localization.

#### 3- Three tier hierarchy independency, extendibility and flexibility

As Mentioned above, the overall architecture is achieved using a three-layer model (Three Tier Architecture). The first layer is concerned with building user interface viewable on web browsers. The second layer is concerned with the functionality of the system. The third layer is concerned with building the application database. This type of architecture has several advantages that include:

- Each layer is independent from the other, which means that it is open and can easily grow
  in the future and flexibility of working on any platform and connecting easily to any backend database so the software application will be able to integrate with different kinds of
  databases and other applications.
- The architecture of the system will depend on the separation between the presentation layer, business logic and access of persistent storage. This will make it easier in the future to modify each layer independently.
- Ease of modification Because of the separation of responsibilities, future development or modification is easier.

#### 4- Using Power BI tool which includes interactive element

Power BI is a business intelligence tool that helps manage the large data and provide better, meaningful information through several data transformation and appealing visualizations.

5- <u>Interface design</u> with advanced design approaches to include the simplicity and user friendliness to the system design

#### 6- Modularity in the system

The adoption of a modular approach and service-oriented-architecture principles will again help to achieve flexibility, scalability, and interoperability.

7- The system will be web-based solution, which allows multiple users to simultaneously use the system.

#### 8- The solution will be implemented using many levels of security

In order to guard confidentiality of information; the first level is implemented by using user names and passwords to connect to the system. The second level of security is implemented through granting certain groups of users the authorities of accessing.

#### 9- Integration services:

Web services to be used for the integration between the proposed system and the existing ministry database servers, and data transfer will take place across the Government Service Bus (GSB).

#### 10- Extract of data loaded to the system from different sources

Extracting the data can be performed by either using an excel template, or by directly connecting to the other systems using web services. Otherwise, a way should be used by manually fill the needed data using system forms.

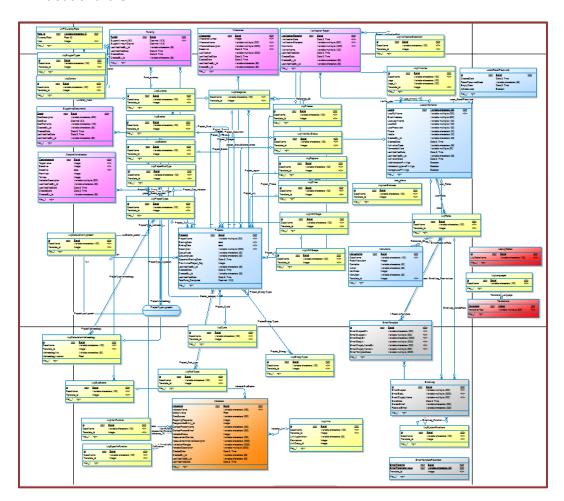
## **Database Architecture Design**

This part of the design describes the structure of the database underlying the MRV System. The Database Architecture is usually expressed using the following:

## a. The Conceptual Entity Attribute Relational Model (EAR)

This model is called also the logical design of the database. It shows clearly the Entities (later to become tables) and the relationships (later to become primary and foreign keys) between those entities. It also shows the data to be contained in the entities describing the type of data and importance of value. The main property of this model is that it is totally independent of any specific database or platform. The entities, relationships and datatypes are defined in a generic manner. Below is the conceptual model for the MRV System.

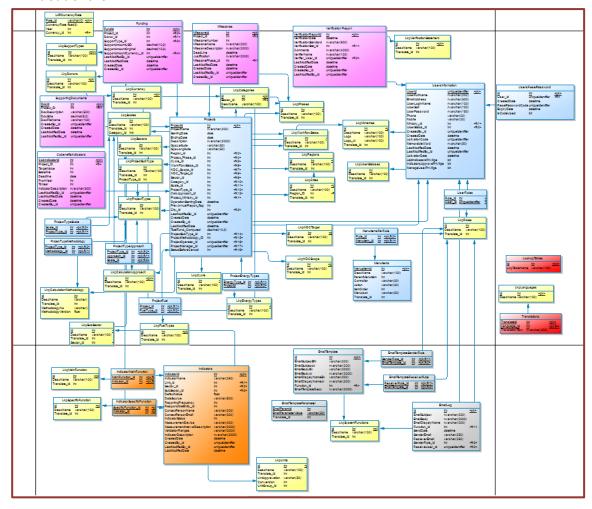
#### **Print out of the CDM**



## b. The Physical data model

Physical data model represents how the model will be built in the database. A physical database model shows all table structures, including column name, column data type, column constraints, primary key, foreign key, and relationships between tables, it typically derives from a logical data model in which the entities converted into tables, relationships converted into foreign keys, and attributes converted into columns.

#### Print out of the PDM



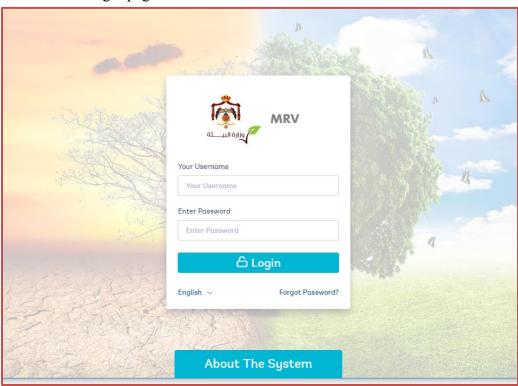
## **Design of the Front-end Component**

## *Unified template for interfaces*

The unified template will be used for all screens of the system. It should make the user more compfortable with the system and keep the look and feel of all services the same. This feature will also cover one of the main non-functional requirements which is the userfriendliness of the system and ease of use. Below is the unified template for all MRV Screens.

## The following are the MRV Web Site Unified Template pages:

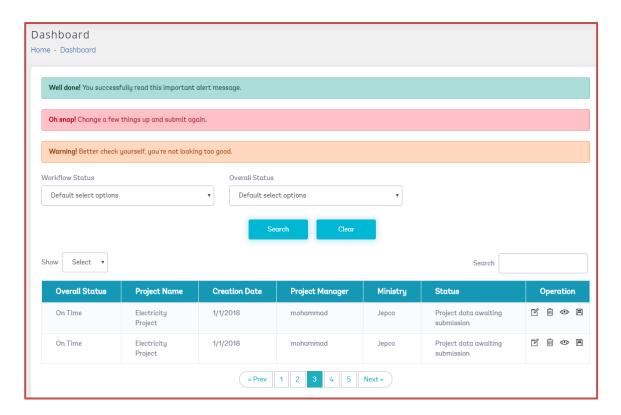
• Login page



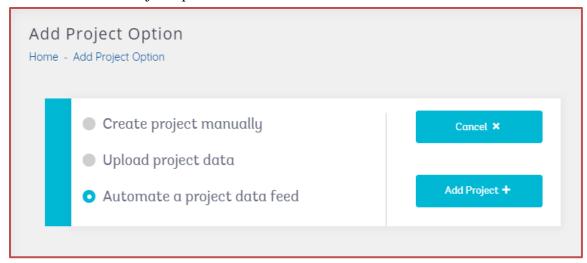
## • Reporting Dashboard



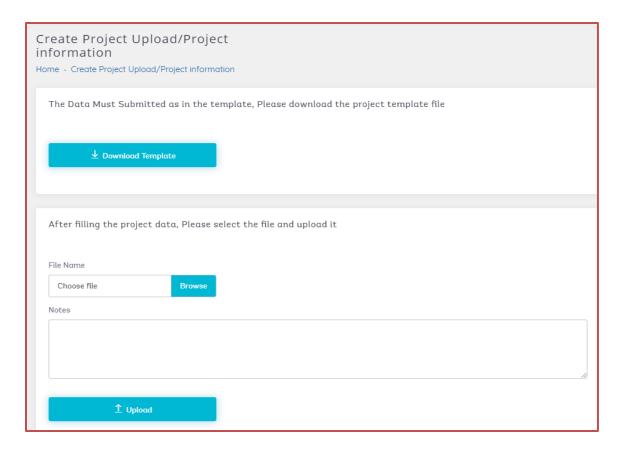
## Project Dashboard



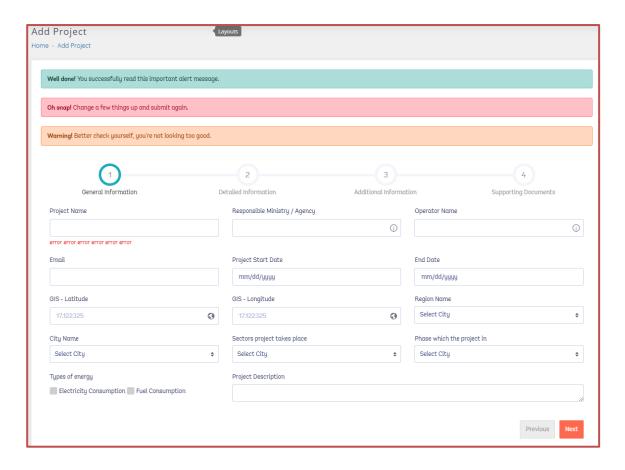
## • Add Project options



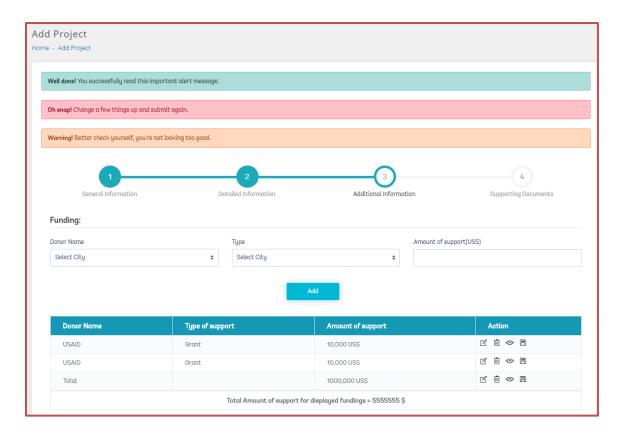
## Add Project by upload



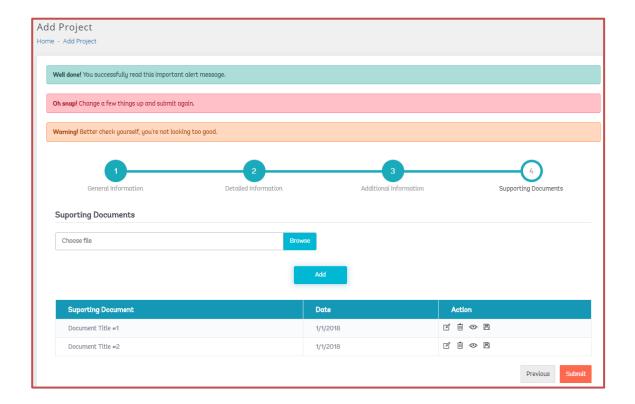
## • Add Project –step 1



## • Add Project –step 3



#### • Add Project –step 4



## **Detailed Use Case Specification**

This detailed use case is a textual representation illustrating a sequence of events together with other related use case information in certain format.

The use case is a methodology used in system analysis to identify, clarify, and organize system requirements. The use case is made up of a set of possible sequences of interactions between systems and users in a particular environment and related to a particular goal.

The use case should contain all system activities that have significance to the users. A use case can be thought of as a collection of possible scenarios related to a particular goal.

#### MRV Usecases documents listed in separate files with the follwing names:

- 1. MRV UseCase admin level out.docx
- 2. MRV UseCase Project ministry level out.docx
- 3. MRV UseCase Sectoral National level out.docx
- 4. MRV UseCase\_Managment\_out.docx

## **Product-ization features**

The Developed MRV System will be having the following features:

- 4. The overall architecture is achieved using a three-layer model (Three Tier Architecture). The first layer is concerned with building user interface viewable on web browsers. The second layer is concerned with the functionality of the system. The third layer is concerned with building the application database. This type of architecture has several advantages that include:
  - Each layer is independent from the other, which means that it is open and can easily grow in the future and flexibility of working on any platform and connecting easily to any back-end database so the software application will be able to directly integrate with different kinds of databases and other applications.
  - The architecture of the system will depend on the separation between the presentation layer, business logic and access of persistent storage. This will make it easier in the future to modify each layer independently.
  - Technically the system will serve the functionalities needed by the system by implementing both the core and the infrastructure parts. The Infrastructure will handle all the Libraries to perform (external) functionalities, such as database operations represented by the Entity framework library. This is extended to include the following:
    - DbContext, Entities.
    - File Access.
    - System Clock Access.
    - Email services.
    - Web services.
    - Domain Services (to be implemented in the Interfaces of the core part).

On the other hand, the core part will be responsible of handling all the internal domain entities and manage the interface for database operations. This is extended to include the following

- Interfaces.
- Model (Value Objects, Plain Old CLR Objects (POCO) Classes).
- 5. The software application will be parameterized, flexible, with professional user interface.
- 6. The solution will have a number of validation rules and cross-verification processes built in.
- 7. The solution will be implemented using many levels of security in order to guard confidentiality of information; the first level is implemented by using user's names and passwords to connect to the system. The second level of security is implemented through granting certain groups of users the authorities of accessing and performing certain Roles and privileges in a specific module in addition to the other security level which will be added to the application and software level.

- 8. The system will adopt a pre-defined workflow scenario for handling the flow of information between different levels (Project, Ministry, Sectoral, and National). The workflow will have a management panel for the administrator to monitor and each of the users can access only the parts related to his/her role in the system.
- 9. The system will be a multi lingual system which will have at most three languages as choices in the system interface or at least one language.
- 10. Several Pages in the system will be having dynamic field handling mechanism, in which the page can behave differently depending on the flow of information added and to guarantee that the data needed for each type is entered completely.
- 11. All the lookups in the system will be having a dynamic management panel, in which the administrator can add, edit, or delete lookup entries and automatically they will be reflected on the system.
- 12. The system will contain an advanced module for error handling, this will enable catching runtime errors, handling them, and displaying reasonable guidance message to the user of the system to solve it or prevent repeating it again.
- 13. As the design layer is separated from the other layers, the system interface can be changed by replacing the available CSS file(s) with other ones as per appropriate and by considering the naming and usage of it, and without being forced to change to the system's core code.

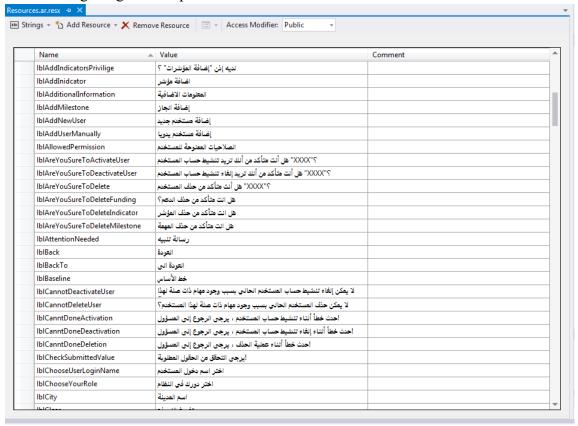
## **Configuration files**

The system will be configurable using several configuration files, these files are embeded within the System and reflects any changes done to the system, following are some of these files:

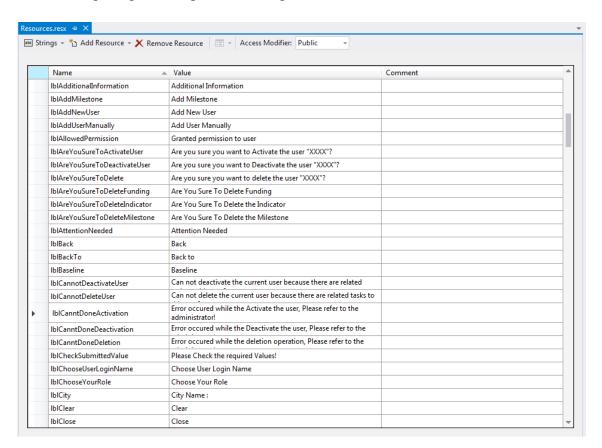
#### 1- Resource files:

- Resource files give an easy way to localize/internationalize .net applications by automatically determining which language "resx file" to use based on the user's locale. To add more languages, simply add another translated resource file, the MRV system will be a multi lingual system ,three languages at most to swich between them or one language at least
- Resource files gives you a central location to store your strings, files and scripts and refers to them in a strongly-typed manner
- Resource files can be compiled into satellite assemblies, making it easy to change up the resources in a production application without having to recompile the whole thing.
- The resource files includes all the system lables and messages (alerts, validation messages, error messages,...etc)

## The follwing image shows part of the Arabic Resource file:



The follwing image shows part of the English Resource file:



## 2- Web.config file:

Web.config is the main settings and configuration file for web application. It is an XML document that resides in the root directory of the site or application and contains data about how the web application will act. This information controls module loading, security configuration, session state configuration, and application language and compilation settings, in addition to email settings, SMS settings, Logs file,...etc

The follwing image shows part of the web.config file:

```
nfig* 🗢 🗙 Resources.resx
                                                                                                                                                     ‡
       For more information on how to configure your ASP.NET application, please visit <a href="https://go.microsoft.com/fwlink/?LinkId=301880">https://go.microsoft.com/fwlink/?LinkId=301880</a>
    <<configuration>
        <configSections>
          <!-- For more information on Entity Framework configuration, visit <a href="http://go.microsoft.com/fwlink/?LinkID=237468">http://go.microsoft.com/fwlink/?LinkID=237468</a> -->
          <section name="entityFramework" type="System.Data.Entity.Internal.ConfigFile.EntityFrameworkSection, EntityFramework,</pre>
        </configSections>
11
       <appSettings>
          <add key="webpages:Version" value="3.0.0.0" />
<add key="webpages:Enabled" value="false" />
13
          <add key="ClientValidationEnabled" value="true" />
14
          <add key="UnobtrusiveJavaScriptEnabled" value="true" />
          <add key="LogDirectory" value="E:\LogFiles\" />
17
          <add key="MailServerPort" value="587" />
18
          <add key="MailServer" value="smtp.gmail.com" />
<add key="Sender" value="MRV@MOENV.gov.jo" />
20
21
22
23
24
25 🖃
        </appSettings>
        <system.web>
          <membership defaultProvider="CustomMembership">
27
28
             oviders>
               <clear />
               <add name="CustomMembership" type="MRVProject.Models.CustomAuthentication.CustomMembership" />
30
31
32
             </providers>
          </membership>
          <roleManager defaultProvider="CustomRole" enabled="true">
               <clear />
35
               <add name="CustomRole" type="MRVProject.Models.CustomAuthentication.CustomRole" />
36
             </providers>
37
          </roleManager>
          <sessionState mode="InProc" customProvider="DefaultSessionProvider" cookieless="false" timeout="60">
             oviders>
               <add name="DefaultSessionProvider" type="System.Web.Providers.DefaultSessionStateProvider, System.Web.Providers, V</pre>
             </providers>
```

## 3- App.config:

It is an XML file with many predefined configuration sections available, it supports custom configuration sections too. Settings can be configured using built-in configuration sections such as connectionStrings or appSettings.

The follwing image show part of the app.config file:

## Annex I.b.

# Multi-Level Integrated Monitoring, Reporting and Verification (MRV) System for the Hashemite Kingdom of Jordan

# **Deployment Document**

7-4-2020

Version5.0

Project	Multi-Level Integrated Monitoring, Reporting, and Verification (MRV) System for the Hashemite Kingdom of Jordan
Client	World Bank
Project owner	Ministry of Environment (MoENV)  (Hosted by the Ministry of Information and Communication Technology (MoICT))
Team	RSS
Business group	Systems Engineering and Software Development department
Date	7/04/2020
Version	Version 5

## **Revision History**

Version	Date	Author	Comments
1.0	22/1/2019	RSS Team	Draft Documentation
2.0	19/3/2019	RSS Team	
3.0	30/04/2019	RSS Team	New architecture (3 tier) updates
4.0	20/06/2019	RSS Team	PowerShell scripts and FTP commands
5	7/4/2020	RSS Team	Database Connectivity options and Standardized reports

## **Approval Signatures**

I have reviewed the information contained in this Deployment document and agree.

Name	Signature	Date

1	
1	
1	
1	
1	

The signatures of the people above relay an understanding in the purpose and content of this document by those signing it. By signing this document, you agree to this as the formal Project deployment document.

# Table of Contents

<u>App</u>	roval Signatures	96
	le of Contents	
Tab	le of Figures	98
Intro	oduction	99
<u>1.</u>	Installation Architecture.	99
<u>2.</u>	<u>List of required software</u>	103
<u>3.</u>	Database Server Deployment	104
<u>4.</u>	Middle Application Deployment.	106
<u>5.</u>	Web Application Deployment.	111
<u>6.</u>	Application Server - Excel Settings	118
<u>7.</u>	Power BI Deployment	121
8.	MRV Notification Jobs	134

# Table of Figures

Figure 1: Deployment Model	103
Figure 2: Run windows PowerShell	107
Figure 3: CreateMiddleSite PwerSell file	108
Figure 4: Add FTP site step 1	110
Figure 5: Add FTP site step 2	110
Figure 6: Add FTP site step 3	111
Figure 7: Run windows PowerShell	112
Figure 8: CreateSite.ps1 powerShell file	112
Figure 9: Generate Machine Keys	115
Figure 10: Machine key page	116
Figure 11: Generate and apply the generate keys	117
Figure 12: Browse MRV System locally	118
Figure 13: Microsoft Excel Application Properties	119
Figure 14: Identity Tab	120
Figure 15: Authentication Level	121
Figure 16: Power BI Desktop tool	122
Figure 17: Power BI Sign in- email account	122
Figure 18: Sign in – Account Password	123
Figure 19: Open Reports file	123
Figure 20: Report opened in the Power BI Desktop Tool	124
Figure 21: Edit Queries	124
Figure 22: Select Required Database	125
Figure 23: Fill database credential	126
Figure 24: Publish Report to Power BI service	126
Figure 25: Publish Report File	127
Figure 26: Publish Report to web	127
Figure 27: Report URL	128
Figure 28: XML file	128
Figure 29: Reporting Dashboard in the Deployed MRV system	129
Figure 30: Manage Gatways	130
Figure 31: Gateway Cluster Settings	130
Figure 32: Add Data Source	131
Figure 33: My Workspace	132
Figure 34: Data Sets	132
Figure 35: Schedule Refresh	
Figure 36: Scheduled Information	133
Figure 37: Email Notification	

## Introduction

This document describes the required installation and configuration steps of the MRV deployment infrastructure, to enable the reader to re-configure the MRV on a new infrastructure.

## 1. Installation Architecture

The Installation Architecture on the production environment consists of the following tiers:

## • Application tier

The application tier includes web application servers and <u>Power BI Connectivity Tool</u> server.

1- Web application servers hosts the MRV web application and is accessed by the system users over the government SGN network, in this tier the web application includes the presentation layer of the MRV system; the architecture of the MRV system have multi-tier and provides separation between the presentation, business and database, which secures the MRV system and its database.

The web application servers has access permission to:

- a) Middle tier server,
- b) Data Store, through the internal network (see the below figure of MRV deployment model)

The developed MRV System is an ASP Dot Net via C# based web application. The MRV Web Application requires the following software to be installed on the servers as deployment prerequisites:

- 1. Internet Information Services (IIS 8.5).
- 2. Dot Net Framework 4.6.
- 3. SMTP ports needs to be opened (e.g 25,26).
- 4. Microsoft Excel 2013 or above versions.

The following are the required web application server specification on the application tier:

1- <u>Web application</u>: Two windows server 2012 R2 standard edition web application servers (IIS) in addition to Microsoft .NET Framework 4 with software load balancer (Microsoft NLB)

VMs specs:

- Minimum 4 core CPUs (prefer 2.5 GHZ) (cloud be changed according to system operation at real run time load)
- RAM 12GB RAM
- Disk space with two volumes C: 50(OS) + d: 50(work space) GB (note: each volume must be separate virtual hard disk)
- 2- (Optional- it will be required incase power bi option selected, refer to Dashboard options section below in this document) Power BI Connectivity Tool "Microsoft Power BI Desktop &On-premises data gateway": one windows Server 2012 R2 standard edition with internet access

VM specs:

- CPU 4 cores CPU
- Disk: C: 50GB (OS)
- Data volume 50 GB

The Power BI is used to generate the needed Dashboard Reports in the MRV System (MRV system uses the free power BI, no licenses are required), The Power BI deployment prerequisite are:

- a. Valid Microsoft Account.
- b. Microsoft Power BI Desktop tool (v 2.5).
- c. On-Premises data gateway.

Power BI Connectivity Tool connects to the database server and publishes power BI reports from this machine to the Microsoft power BI cloud.

Internet access is required for the Power BI Connectivity Tool on the production environment servers, in which the Power BI Gateway tool "On-premises data gateway & Power BI Desktop" is installed.

This tool needs an internet connection to provide the connectivity between the database and the power BI service (taking into consideration that MRV system use the free power BI tools in for implementing the required reports and dashboards as seen below

#### • Middle tier

The Middle server contains a C# based application that uses WCF service which acts as the business layer for the MRV system. This application receives the request from the Web application that is located on the web application server and makes the

needed business functions, in addition to database access, then return the result to the web application in addition the middle application which sends the required emails to the system users.

The deployment prerequisites are:

- Internet Information Services (IIS 8.5)
- Dot Net Framework 4.6.
- SMTP ports needs to be opened (e.g 25,26).

The following are the required server specification for the Middle tier:

Windows server 2012 R2 standard edition web application servers (IIS) in addition to Microsoft .NET Framework 4

VMs specs:

- Minimum 4 core CPUs (prefer 2.5 GHZ) (cloud be changed according to system operation at real run time load)
- RAM 12GB RAM
- Disk space with two volumes C:50(OS) + d: 50(work space) GB (note: each volume must be separate virtual hard disk)

The middle tier server has access permission to the database through the internal network (see the below figure of MRV deployment model)

MRV system include the 3 database connectivity options which enables the user to run the MRV system using one of the following database options:

- 1- Microsoft SQL database
- 2- Oracle database
- 3- My SQL database

There are 3 type of MRV middle tier applications that related to each database option.

User will select to deploy the required middle application according to his database option that he will need to use in the DB tier.

- DB tier
- Option 1: Microsoft SQL Database (current option used in Jordan)

Database tier includes the MRV system database, MOICT will provide Databases as a Service as the following:

o High available SQL 2014 Service using SGN cloud (PAAS).

- o Connectivity Components.
- o Management Tools.

## > Option 2: Oracle database

To have installed oracle database (version 11 or above)

## > Option 3 : My SQL database

1- To have installed My SQL database

Note:

- (Install WAMP or XAMPP on your server) and insure it is running.
- Run PHPMYADMIN or any MySQL manager like "MYSQL workbench" to import the database and tables.

#### • Data store:

Data store is location where the uploaded MRV document will be saved and it will be accessed by the web application servers.

The following are the required server specification for the Data Store tier:

Two windows server 2012 R2 enterprise edition clustered machines with scale out file server (by presenting one SAN LUN to these two machines) to store the proposed system documents.

VMs specs:

- CPU 2 cores CPU
- Disk: C: 50GB (OS)
- Shared SAN LUN: 200GB

In the current MRV production environment the data store is a separate disk space on the middle server with the following specification:

- Separate disk space with 200GB size at the middle server
- FTP connection way used to upload and download document (required setting listed in this document)

## Deployment Model Government Users and MRV Stakeholders -Internet Access **Production Environment** Staging Environment SGN (MOICT) Load Balancer (Software) Web Application PowerBI Connectivity Tool Server Access to the DB Web application 2 Middle Tier access to the storage Production Middle Tier Access to the DB Middle Tier Application Staging Middle tier access to the DB Web application1 ccess to the storage SQL Server PAAS Database Service on the MOICT Cloud

## MULTI-LEVEL INTEGRATED MONITORING, REPORTING AND VERIFICATION (MRV) SYSTEM FOR THE HASHEMITE KINGDOM OF JORDAN RFP NO. 18-0105

**Figure 1: Deployment Model** 

# 2. List of required software

The Product needs the following software to be installed:

- 1- Windows server 2012 R2 standard edition with IIS8.5 as application server (windows license required).
- 2- Dot Net Framework 4.6 (free with windows).
- 3- Microsoft SQL Server 2014 (license required).
- 4- Windows server 2012 R2 enterprise edition for file storage servers (windows license required).
- 5- Power BI Desktop v2.5 (free software). (Optional- it will be required incase power bi option selected, refer to Dashboard options section below in this document)

- 6- Power BI Connectivity Tool "On-premises data gateway" V3000 (free software).

  (Optional- it will be required incase power bi option selected, refer to Dashboard options section below in this document)
- 7- Microsoft Excel 2016 license.

# 3. Database Server Deployment

Depending on your database type "Oracle database, MS SQL Server or MySQL", you can choose to install the MRV Product on the desired Data Base Management System (DBMS). Choose the suitable scripts from the database folder depending on the database type you need to install the MRV product to work with.

## Using MS SQL Server

The following will explain the installation of MRV product using the MS SQL Server DBMS (2014):

Execute the following shell script to create the MRV DB database:

 To create the MRV database edit the file ShellScript\Database\CreateDatabasestep1.cmd and modify the following values according to the database server environments: -

```
Osql -U sa -P p@ssw0rd -S .\sql2014 -Q "CREATE DATABASE [MRV_DB]

CONTAINMENT = NONE

ON PRIMARY

( NAME = N'MRV_DB', FILENAME = N'C:\database\MRV_DB.mdf', SIZE = 4096KB, MAXSIZE =

UNLIMITED, FILEGROWTH = 1024KB)

LOG ON

( NAME = N'MRV_DB_log', FILENAME = N'c:\database\MRV_DB_log.ldf', SIZE = 1024KB, MAXSIZE =

2048GB, FILEGROWTH = 10%)

GO"
```

- -S ServerName\DatabaseName
- -U UserName
- -P Password
- FILENAME: location of the mdf file & ldf files.
- 2. Double Click the file ShellScript\Database\CreateDatabase-step1.cmd

3. To create MRV tables edit the file ShellScript\Database\ CreateTables-step2 and modify the following values according to the database server environments: -

#### "sqlcmd -S .\SQL2014 -i D:\Projects\MRV\ShellScript\createTables.sql"

- -S ServerName\DatabaseName
- -i full path of the ShellScript\Database\ createTables.sql
- 4. Double Click the file ShellScript\Database\CreateTables-step2.cmd
- 5. Check that the database and tables created in MS SQL Server.
- 6. Export the initial data by running the "MRV MSSQL\_intialDataScript" file
- Using oracle database
- 1- Create MRV user under oracle database (this will be done by the oracle admin user) ,run the script in the "oracle\_creat\_user" file
- 2- Connect to the created user in step 1, and run the MRV tables script in the "oracle\_DBScript.sql" file
- 3- Export the initial data by running the script "MRV\_oracle\_intialDataScript" file

## Using My sql stabase

Run PHPMYADMIN or any MySQL manager like "MYSQL workbench" to import the database and tables and running scripts

Note: you need to do these steps to allow your MySQL to run lowercase table name( in case it was not done in the database):

- Open your MySQL configuration file: [drive]\xampp\mysql\bin\my.ini
- Add this right below it: lower case table names = 2
- Save the file and restart MySQL service

See the following URL for more information:

http://webdev.issimplified.com/2010/03/02/mysql-on-windows-force-table-names-to-lowercase/

- 1- Create MRV user under oracle database (this will be done by the oracle admin user) ,run the script in the "MySQL creat DB" file
- 2- Connect to the created user in step 1, and run the MRV tables script in the "MySQL \_DBScript.sql" file
- 3- Export the initial data by running the script "MRV\_ MySQL \_intialDataScript" file

# 4. Middle Application Deployment

The Middle Server contains a C# based application that uses WCF service, which will act as the business layer for the MRV system. This application receives the request from Web application that is located on the web application server and makes the needed business functions in addition to the database access then returns the result to the web application; in addition that the middle application will send the required emails to the system users.

The deployment prerequisites are:

- Internet Information Services (IIS 8.5)
- Dot Net Framework 4.6.
- SMTP ports needs to be opened (e.g 25,26).
- FTP Service.

There are 3 type of MRV middle tier applications that related to each database option.

User will select to deploy the required middle application according to his database option that he will need to use in the DB tier.

The steps will be the same for each type of application but it require to change the application name and fill the required database connection setting in the following steps:

Follow the Following Steps to deploy the business layer application on the middle server:

1. Run windows PowerShell ISE as administrator as shown in the following picture

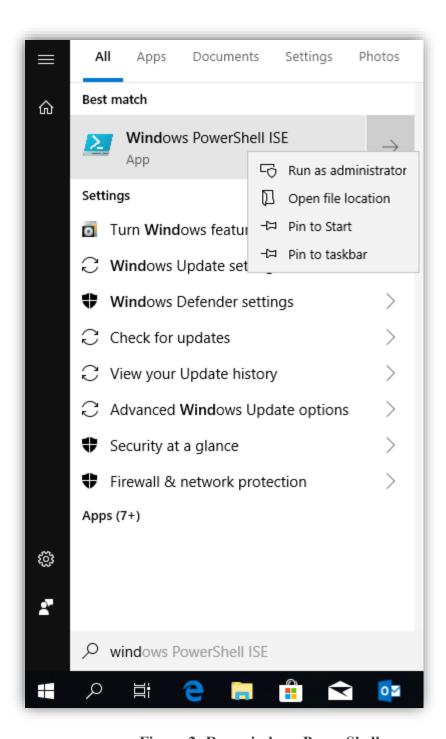


Figure 2: Run windows PowerShell

2. Open the file "PowerShell\Middle Application\CreateMiddleSite.ps1" as shown in the picture

Figure 3: CreateMiddleSite PwerSell file

- 3. Modify xcopy source from "D:\Projects\MRV\ShellScript\MRVBusiness" to the full path of location of publish version of MRVBusiness.
- 4. Run the file using Run script Icon .
- 5. Open the "web.config" file that located in the MRVBusiness folder in c drive then change the following mandatory values in "web.config" file:
  - a. First Part is related to the paths of the directory that used in the system, the active language on the system and email configuration as shown in the following

```
<appSettings>
    <!--here is the path of Logfiles folder that will use to store the log files-->
    <add key="LogDirectory" value="c:\LogFiles\" />
    <!--here is the path of Logfiles folder that will use to store the log files-->
    <!--here is the configuration of mail server-->
    <add key="MailServerPort" value="26" />
    <add key="MailServer" value="xxxxx" />
    <add key="Sender" value="xxxxx" />
    <add key="SenderPassword" value="xxxxx" />
    <!--here is the configuration of mail server-->
    <!--here is the languages that will be used into the system-->
    <add key="lang1" value="en-us" />
    <add key="lang2" value="ar" />
    <add key="lang3" value="" />
    <!--here is the languages that will be used into the system-->
    </appSettings>
```

- i. Fill the value of Logdirectory with the location of "Log Files" folder.
- ii. Fill the values of email server configuration with Mail server port and mail server (url) and sender email and password.
- iii. Fill the active languages that are used for the current MRV version; the values must be filled as they are declared in the database in <a href="https://linear.ncbi.nlm.n

<u>Note</u>: if there are two active languages then fill just the first two languages, taking into consideration that the first language is the default language for the system.

iv. Fill the required option for the Dashboards, in order to toggle the dashboard between Power PI and Standardized Reports, find the following key in "web.config" file, if you set the value to "True" then Power PI will be running, and "False" to run the Standardized one.

```
<add key="PowerPiDashboard" value="False" />
```

b. The second part is related to change the connection string of the database with data source (server name or IP), initial catalog (database name), user Id (login name for database), password for the database as shown in the following.

Add the FTP Site to middleware application; follow the steps below to create FTP Site:

- 1. Create the following directories to store documents (you can change drive C to E)
  - C:\MRVFiles\SupportDcouments
  - C:\MRVFiles\VerificationReports
- 2. Open IIS, Right Click sites, then choose Add FTP Site.
- 3. The FTP Site Information appear fill FTP site name and physical directory as shown below.

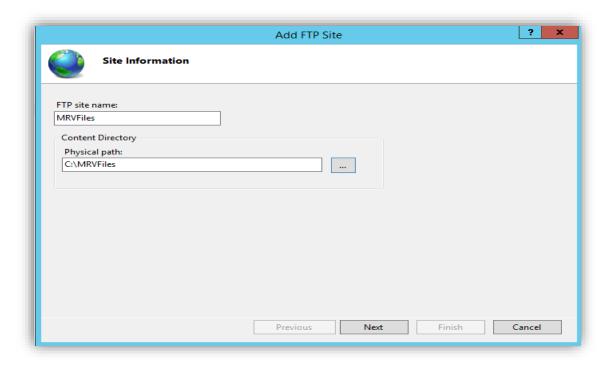


Figure 4: Add FTP site step 1

4. Press Next button, from SSL Section Select no SSL then press Next Button, as shown below

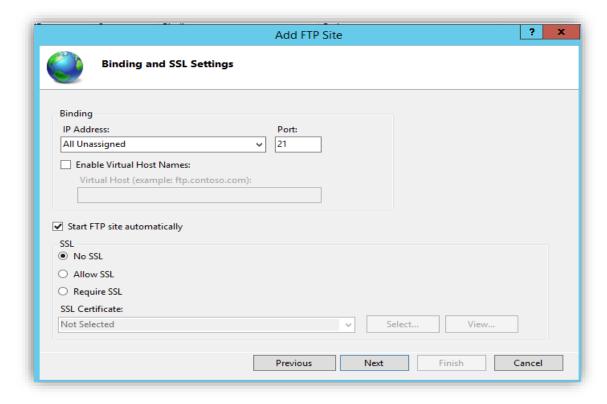


Figure 5: Add FTP site step 2

5. From Authentication Section choose basic authentication and from authorization choose All Users and from permission choose read, write permission then press Finish button as shown below.

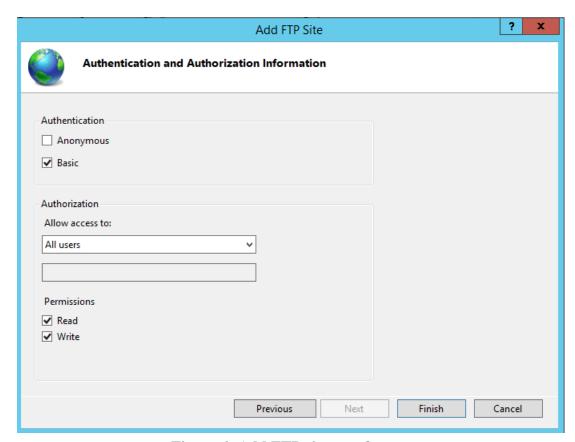


Figure 6: Add FTP site step 3

# 5. Web Application Deployment

The MRV project is an ASP Dot Net via C# based application; it is a web application system.

The Web Application deployment prerequisites are:

- 1. Internet Information Services (IIS 8.5)
- 2. Dot Net Framework 4.6.
- 3. Microsoft Excel 2013 or above versions.

#### Follow the Following Steps to deploy the web application:

ΑII Apps Documents Settings Photos Best match 仚 Windows PowerShell ISE Run as administrator Settings Open file location -t

□ Pin to Start Turn Windows featur → Pin to taskbar Windows Update set Windows Defender settings Check for updates View your Update history Advanced Windows Update options

Security at a glance

Apps (7+)

Q

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£

Firewall & network protection

windows PowerShell ISE

1. Run windows PowerShell ISE as administrator as shown in the following picture

Figure 7: Run windows PowerShell

2. Open the file "PowerShell\WebApplication\CreateSite.ps1" as shown in the picture



Figure 8: CreateSite.ps1 powerShell file

- 3. Modify xcopy source from "D:\Projects\MRV\ShellScript\MRV" to the full path of location of publish version of MRV site.
- 4. Run the file using Run script Icon .
- 5. Open the "web.config" file that is located in the MRV folder (see figure above)
- 6. Change the following mandatory values:
  - c. First Part is related to the paths of the directory that used in the system and the active language on the system as shown in the following

```
<!--here is the path of Logfiles folder that will use to store the log files-->
   <add key="LogDirectory" value="c:\LogFiles\" />
   <!--here is the path of Logfiles folder that will use to store the log files-->
   <!-- Need To change with the client information -->
   <!--here is the path of the support document and verfication report-->
   <add key="SupportDocumentDirectory" value="SupportDocuments" />
   <add key="VerificationReportDirectory" value="VerificationReports" />
   <add key="FTPServer" value="xxxx" />
   <add key="FTPUsername" value="xxxx" />
   <add key="FTPPassword" value="xxxx" />
   <!--here is the path of the support document and verfication report-->
   <!-- Need To change with the client information -->
   <!--here is the languages that will be used into the system-->
   <add key="lang1" value="en-us" />
   <add key="lang2" value="ar" />
   <add key="lang3" value="" />
   <!--here is the languages that will be used into the system-->
```

- i. Fill the value of Logdirectory with the location of "Log Files" folder.
- ii. Fill the value of SupportDocumentDirectory with the location of storing the supporting documents.
- iii. Fill the value of VerificationReportDirectory with the location of storing the Verification Report Document.
- iv. File the required values for the ftp configuration:
  - 1. FTPServer: the IP of the middleware server which has the ftp port opened.
  - 2. FTPUsername and FTPPassword: the credential for accessing the ftp server
- v. Fill the active languages that are used for the current MRV version; the values must be filled as they are declared in the database in lkplanguages table in the shortcut column.

<u>Note</u>: if there are two active languages then fill just the first two languages, taking into consideration that the first language is the default language for the system.

d. Second Part is related to the connectivity to the middle server as this section is responsible to connect the web application (presentation layer) to the middle server (business layer) and will change the address of each endpoint to the IP address of the middle server as shown in the highlighted text.

```
<client>
      <endpoint address="http://192.168.1.1:8087/UsersRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IUsersRepository"
contract="UsersRepository.IUsersRepository" name="BasicHttpBinding_IUsersRepository" />
      <endpoint address="http://192.168.1.1:8087/EMailRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding_IEMailRepository"
contract="EMailRepository.IEMailRepository" name="BasicHttpBinding IEMailRepository" />
      <endpoint address="http://192.168.1.1:8087/ProjectRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding_IProjectRepository"
contract="ProjectRepository.IProjectRepository"
name="BasicHttpBinding_IProjectRepository" />
      <endpoint address="http://192.168.1.1:8087/FunctionalRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IFunctionalRepository"
contract="FunctionalRepository.IFunctionalRepository"
name="BasicHttpBinding IFunctionalRepository" />
      <endpoint address="http://192.168.1.1:8087/ManagementRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IManagementRepository"
contract="ManagementRepository.IManagementRepository"
name="BasicHttpBinding IManagementRepository" />
      <endpoint address="http://192.168.1.1:8087/AuditLogRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IAuditLogRepository"
contract="AuditLogRepository.IAuditLogRepository"
name="BasicHttpBinding_IAuditLogRepository" />
      <endpoint address="http://192.168.1.1:8087/DashboardRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IDashboardRepository"
contract="DashboardRepository.IDashboardRepository"
name="BasicHttpBinding IDashboardRepository" />
      <endpoint address="http://192.168.1.1:8087/EnergyBalanceRepository.svc"</pre>
binding="basicHttpBinding"
bindingConfiguration="BasicHttpBinding IEnergyBalanceRepository"
contract="EnergyBalanceRepository.IEnergyBalanceRepository"
name="BasicHttpBinding IEnergyBalanceRepository" />
      <endpoint address="http://192.168.1.1:8087/EquationsRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding_IEquationsRepository"
contract="EquationsRepository.IEquationsRepository"
name="BasicHttpBinding IEquationsRepository" />
      <endpoint address="http://192.168.1.1:8087/GHGInventoryRepository.svc"</pre>
binding="basicHttpBinding"
bindingConfiguration="BasicHttpBinding IGHGInventoryRepository"
contract="GHGInventoryRepository.IGHGInventoryRepository"
name="BasicHttpBinding IGHGInventoryRepository" />
      <endpoint address="http://192.168.1.1:8087/ReportingRepositry.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IReportingRepositry"
contract="ReportingRepositry.IReportingRepositry"
name="BasicHttpBinding IReportingRepositry" />
      <endpoint address="http://192.168.1.1:8087/ProjectsParametersRepository.svc"</pre>
binding="basicHttpBinding"
```

```
bindingConfiguration="BasicHttpBinding_IProjectsParametersRepository"
contract="ProjectsParametersRepository.IProjectsParametersRepository"
name="BasicHttpBinding_IProjectsParametersRepository" />
      <endpoint address="http://192.168.1.1:8087/GHGProjectionRepository.svc"</pre>
binding="basicHttpBinding"
bindingConfiguration="BasicHttpBinding_IGHGProjectionRepository"
contract="GHGProjectionRepository.IGHGProjectionRepository"
name="BasicHttpBinding IGHGProjectionRepository" />
      <endpoint address="http://192.168.1.1:8087/AutoFeedRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IAutoFeedRepository"
contract="AutoFeedRepository.IAutoFeedRepository"
name="BasicHttpBinding IAutoFeedRepository" />
      <endpoint address="http://192.168.1.1:8087/IndicatorsRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IIndicatorsRepository"
contract="IndicatorsRepository.IIndicatorsRepository"
name="BasicHttpBinding IIndicatorsRepository" />
      <endpoint address="http://192.168.1.1:8087/WorkflowRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding_IWorkflowRepository"
contract="WorkflowRepository.IWorkflowRepository"
name="BasicHttpBinding IWorkflowRepository" />
      <endpoint address="http://192.168.1.1:8087/BulkDataRepository.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding IBulkDataRepository"
contract="BulkDataRepository.IBulkDataRepository"
name="BasicHttpBinding IBulkDataRepository" />
      <endpoint address="http://192.168.1.1:8087/PresentationResource.svc"</pre>
binding="basicHttpBinding" bindingConfiguration="BasicHttpBinding_IPresentationResource"
contract="PresentationResource.IPresentationResource"
name="BasicHttpBinding IPresentationResource" />
    </client>
```

7. Generate machine keys for the application, go to created "MRV" site under the IIS and from MRV site Home choose Machine keys and double click as shown below:

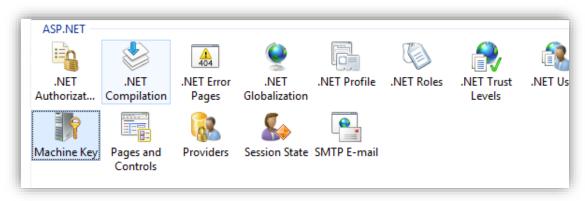


Figure 9: Generate Machine Keys

Then a machine key page will be open as shown below

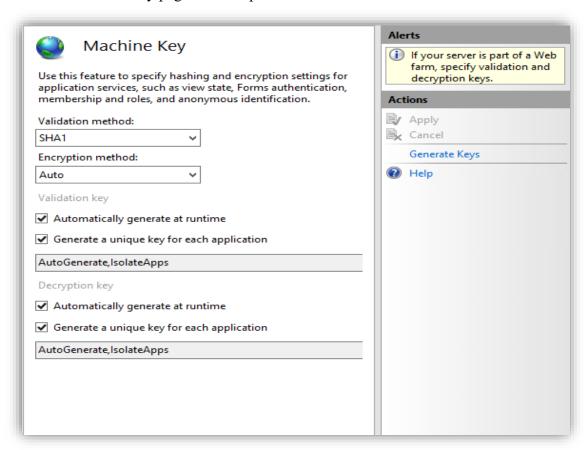


Figure 10: Machine key page

From the right pane click Generate Keys Hyperlinks, then uncheck all checkboxes from the machine key page and then click apply from the right pane to save the changes as shown below:

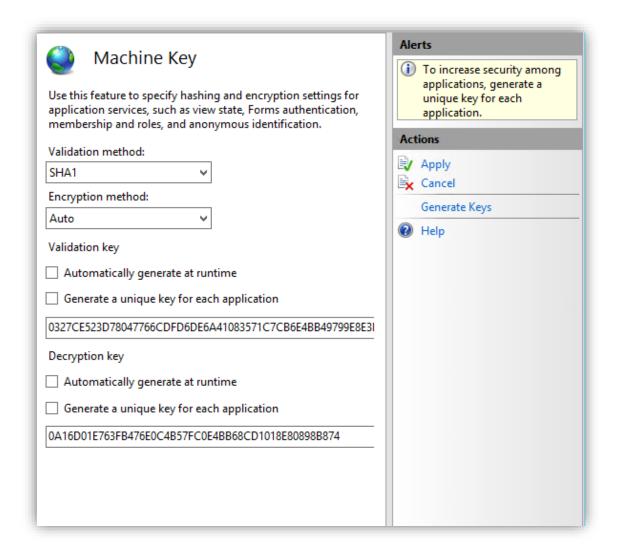
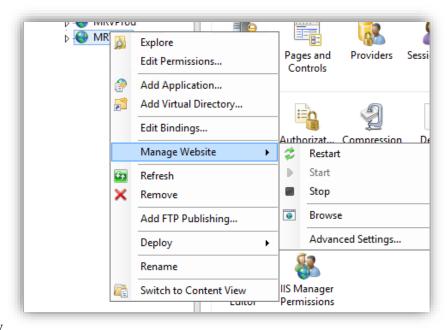


Figure 11: Generate and apply the generate keys

8. To check the running of the web application locally on the server, just go to created "MRV" site under the IIS and right click → Manage websites → Browse, as shown



in figure below

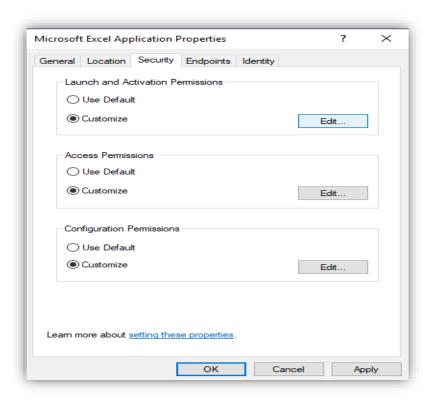
Figure 12: Browse MRV System locally

# 6. Application Server - Excel Settings

The MRV application includes functions that download Excel Projects/Annual reports templates, and while working with the excel application the system implemented to use some of the classes for manipulating the data inside the files.

The following steps are required to enable Excel files to work in the MRV system:

- 2. Click Start, click Run, and then type DCOMCNFG then press enter.
- 3. Component Services will opened, from the left menu go to Component Services → Computers → my computer → DCOM Config → Microsoft Excel application.
- 4. Right click Microsoft Excel application then choose properties → Security → launch and activation permissions → customize → click edit button, as shown below.



**Figure 13: Microsoft Excel Application Properties** 

- 5. Click Add button  $\rightarrow$  Click Advanced button  $\rightarrow$  Click Find Now.
- 6. Find IIS\_IUSER, and IUSR then give full permission using check box then press OK button.
- 7. Go to identity tab then choose this user and fill the administrator account credential (user name and password) then press Ok button, as shown below.

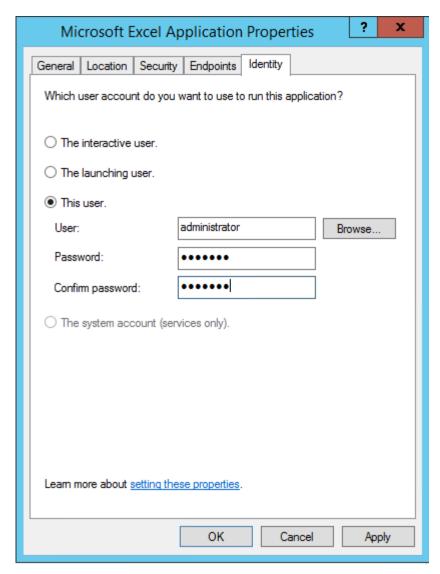
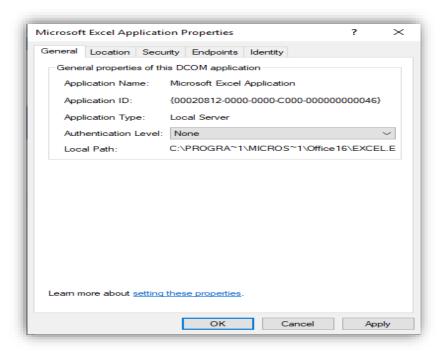


Figure 14: Identity Tab

8. Go to general tab then choose none from authentication level drop down list then press Ok button, as shown below.



**Figure 15: Authentication Level** 

- 9. Go to c://windows/System32/ Config/System profile then Create new folder with the name Desktop.
- 10. Right click new folder Desktop → properties → security → Click Edit button add IIS User and IUSR then give full privileges using check box then press OK button.
- 11. Go to c://windows/SysWOW64/ Config/System profile then Create new folder with the name Desktop.
- 12. Right click new folder Desktop → properties → security → Click Edit button add IIS User and IUSR then give full privileges using check box then press OK button.

## 7. Power BI Deployment

(This section is optional- it will be required incase power bi option selected, refer to Dashboard options section below in this document)

The Power BI is used to generate the needed Dashboard Reports in the MRV System, the following explains how you can set it up.

The Power BI deployment prerequisite are:

- a. Valid Microsoft Account.
- b. Microsoft Power BI Desktop tool (v 2.5).

c. On-Premises data gateway.

#### Follow the Following steps to deploy Power BI reports:

1. Open the Power BI Desktop from the start menu, the application will be as shown below.

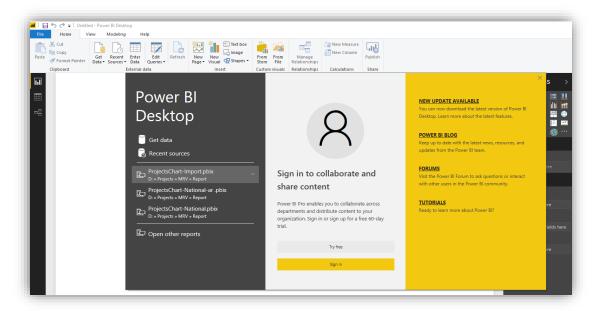


Figure 16: Power BI Desktop tool

2. Press the **Sign in** Button and fill on the e-mail account (Microsoft Business account) as shown below.

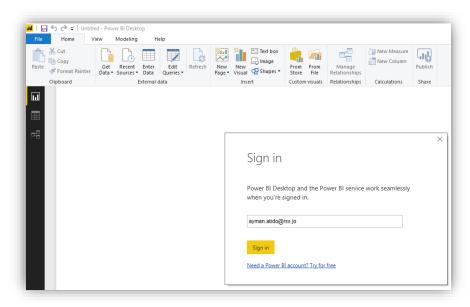


Figure 17: Power BI Sign in- email account

3. Press the **Sign in** button, then fill the password then click **Sign in** as shown below.

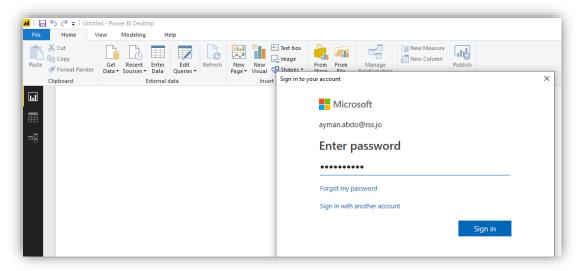


Figure 18: Sign in – Account Password

4. Open the report files from **File** → **Open**, select the report files from the MRV reports folder, for example .../MRV/Report/ProjectsChart-National.pbix, and press the **open** button as shown below.

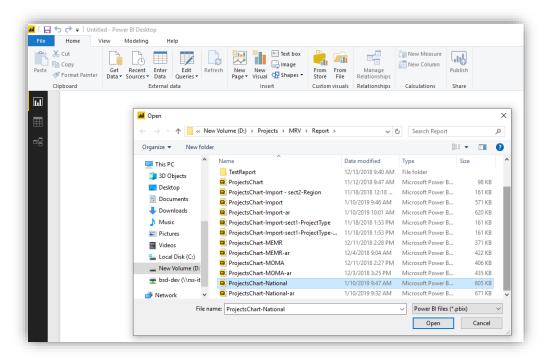


Figure 19: Open Reports file

5. The report file will be opened as shown below.

Figure 20: Report opened in the Power BI Desktop Tool

6. Edit **Data Source settings** from **Edit Queries** icon from tool bar (to connect the report to your created database) as shown below.

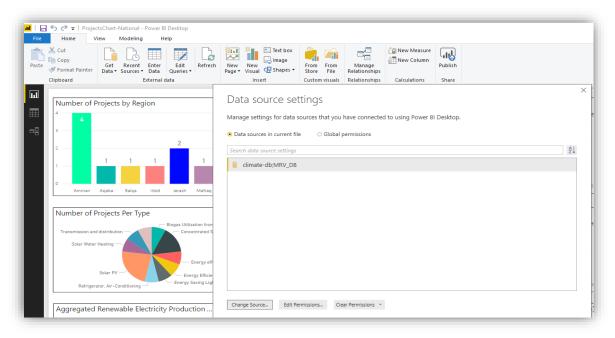


Figure 21: Edit Queries

7. Press Change Source button to point to the MRV\_DB database server, then press **OK** button as shown below.

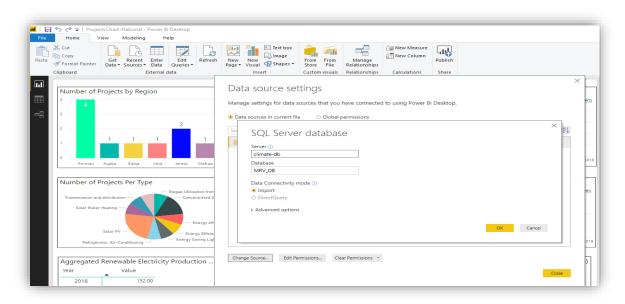


Figure 22: Select Required Database

8. Press **Edit Permissions** button to change the database credential (User Name: mrv-report (Read privilege), and password), then press **save**, then **Ok** buttons as shown below.

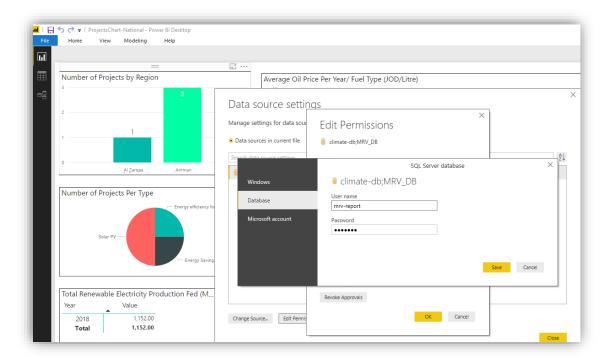


Figure 23: Fill database credential

9. Press **Publish** Icon from tool bar to publish the report to Power BI service at Microsoft cloud, as shown below.

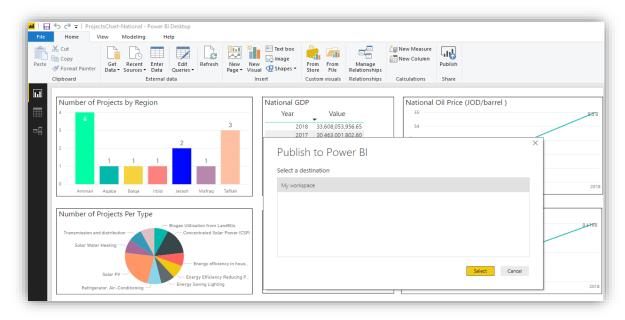


Figure 24: Publish Report to Power BI service

10. Select the destination you want to publish the report to, then press **Select** Button, then a success message appears as shown below.

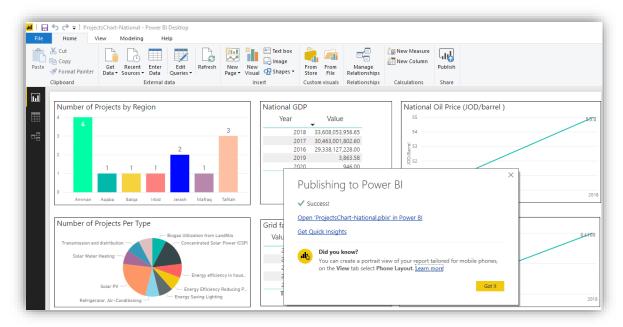


Figure 25: Publish Report File

11. Click the Link (that appears in the publish window as in the above figure ) to open the report file under the online Microsoft power BI service, then click **File** → **Publish to Web** as shown below.

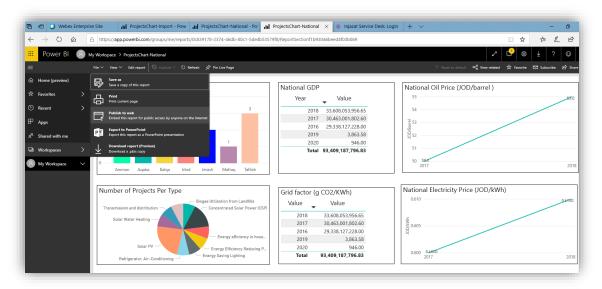


Figure 26: Publish Report to web

12. The report URL Link will appear as shown below.

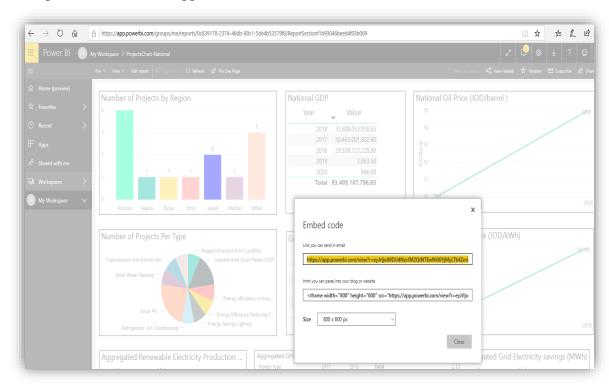


Figure 27: Report URL

13. Copy the URL link and paste it in the Reports XML file under the deployed MRV web folder located under the web server "PowerBI/URLs.xml", every report in power BI should have a tag in the XML file as shown below

Figure 28: XML file

**Important Note**: The above steps from step 4 to step 13 must be repeated to all MRV reports.

The power BI report is now deployed under the MRV web application, and can be tested through login using the Sectoral or National user accounts to the deployed MRV system.

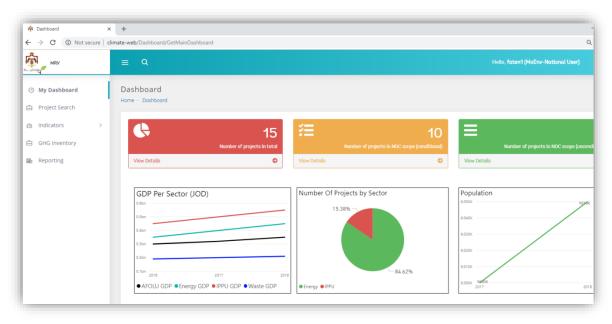


Figure 29: Reporting Dashboard in the Deployed MRV system

In order to refresh the data on Power BI Reports and keep the MRV dashboards up-to-date, you need to configure Power BI gateway.

The On-premises data gateway acts as a bridge, providing quick and secure data transfer between the data in your database and the Reports the published to the Power BI service on the Microsoft cloud.

Follow the following steps to configure the power BI gateway:

- 1. Open the Online Power Bi service using your Power BI account (or you can click the link that appear when you publish the reports from the Power BI desktop as in step 11 above)
- 2. Open the power BI workspace, then open "Manage Gateways" link from the settings icon.

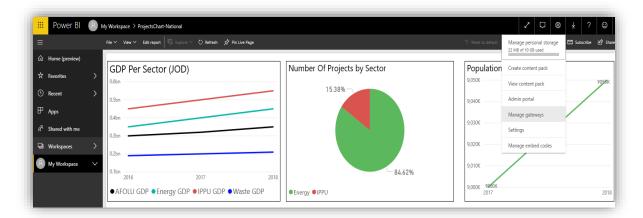


Figure 30: Manage Gatways

3. Fill the Gateway Cluster settings information, then press the **Apply** button as shown below.

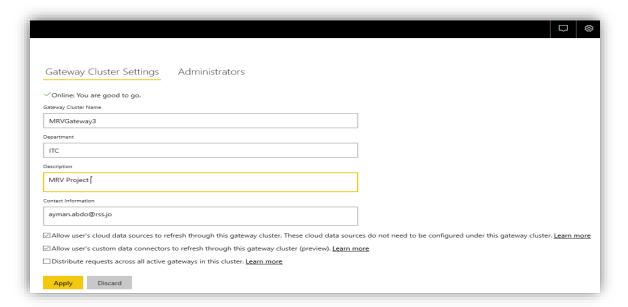


Figure 31: Gateway Cluster Settings

4. Click the **Add Data Source** link, then fill the data source settings' screen information (database server name, database name and authentication), at the end press **Add** button to save the information as shown below.

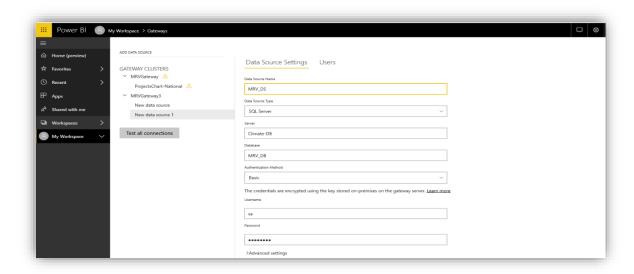


Figure 32: Add Data Source

5. Click **My workspace** sub menu from the workspace menu as shown below.

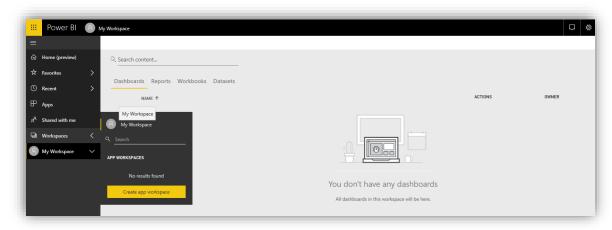


Figure 33: My Workspace

6. Click the **Dataset** link from the top menu, then press **schedule refresh** icon from action icons as shown below .

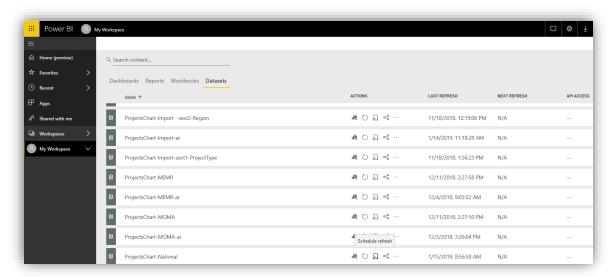


Figure 34: Data Sets

7. Click on the **Scheduled Refresh** section, then change the **Keep your data up to date option** to "On" as shown below.

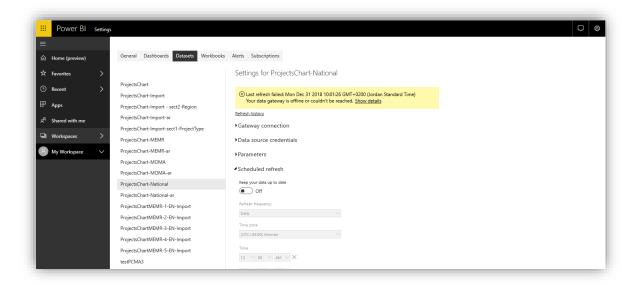
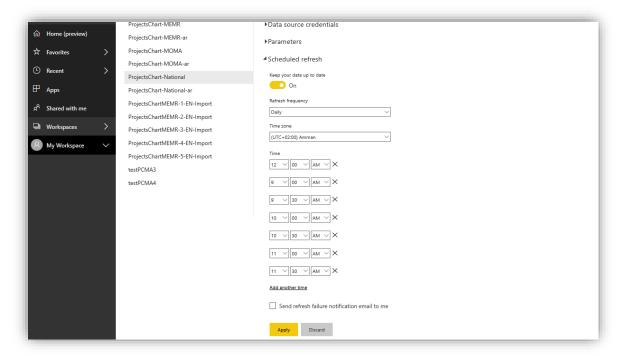


Figure 35: Schedule Refresh

8. Fill the scheduled information (daily every 30 minutes) as show below.



**Figure 36: Scheduled Information** 

9. After you finish filling the scheduled information, press the **Apply** button

<u>Important Note</u>: The above steps from step 6 to step 9 must be repeated/Configured to all MRV reports.

### 8. MRV Notification Jobs

MRV Notification Job is related to send emails to the MRV users for the reminders emails and annuals submitting notification emails, follow the steps below to deploy the MRV Jobs:

1. Open the file "PowerShell\ EmailNotification.ps1" as shown in the picture

Figure 37: Email Notification

- 2. Modify xcopy source from "D:\Projects\MRV\ShellScript\MRVJobs" to the full path of location of version of MRVJobs.
- 3. Run the file using Run script Icon .
- 4. Open task scheduled from windows and check that MRVEmailJobs added in the list as shown in the following figure.

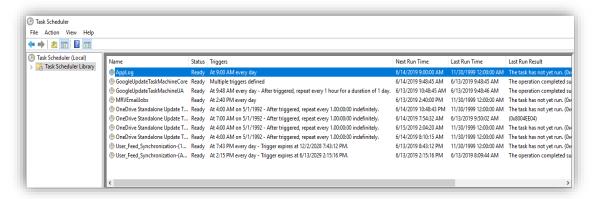


Figure 38: Figure checking the added Job

- 5. Open "MRVJobs.exe.config" file that located in the Debug folder that moved to c: drive.
- 1. Then change the following mandatory values in "MRVJobs.exe.config" file:
  - a. First Part is related to the paths of the directory that used in the system and email configuration as shown in the following

- i. Fill the value of Logdirectory with the location of "Log Files" folder.
- ii. Fill the values of email server configuration with Mail server port and mail server (url) and sender email and password.
- iii. Fill the value of applicationURL with running MRV application URL to include it in the email if needed.
- b. The second part is related to changing the connection string of the database with the data source (server name or IP), initial catalog (database name), user Id (login name for database), password for the database as shown in the following:

## 9. System languages

In order to edit system languages open "web.config" file and find the following code to modify it as you need.

i. Fill the active languages that are used for the current MRV version; the values must be filled as they are declared in the database in <a href="https://linear.ncbi.nlm.ncb

<u>Note</u>: if there are two active languages then fill just the first two languages, taking into consideration that the first language is the default language for the system.

Refer to the Middle Application Deployment section in this document where this settings will be done

## 10. Dashboards Options

In order to toggle the dashboard between Power PI and Standardized Reports, find the following key in "web.config" file, if you set the value to "True" then Power PI will be running, and "False" to run the Standardized one.

```
<add key="PowerPiDashboard" value="False" />
```

## **Annex II**

Report: Issues with MRV Platform Functionality

#### 1. Overview

As a project operator using the MRV platform, several technical issues have been encountered across different stages of adding a project. These issues prevent the input of detailed project information, setting project parameters, and submitting the necessary annual reports. Additionally, due to the inability to complete the project cycle, it is impossible to verify if users with other roles (ie. Project managers, ministry users, etc) are experiencing similar issues.

#### 2. Summary of Errors

Step/Phase	Issue Description	Error Codes/Details
Step 2: Project Detailed Information	Information cannot be saved. The system returns an error code upon attempting to save project details.	[The requested URL was rejected. Please consult with your administrator. Your support ID is 9607959894091232922]
Step 3: Project Parameters	No parameters are available for the selected project	[Please fill detailed information form first! No parameters available for this project type!]
Project Upload	Unable to add a project by uploading. Downloading the project template and then uploading it is not supported	"Support Document File is required" error message
Annual Report Submission	The Annual Report page does not list projects in the system, preventing both manual input and upload of project reports.	[No Results Found]

#### 3. Detailed Description of Issues

#### 1. Step 2: Project Detailed Information

- The system fails to save project information in the second phase of project setup.
- An error code appears upon attempting to save, preventing progression to the next step as shown in Figure 1. This disrupts the overall flow of project input and prevents the project creation process.



Figure 39 Project Detailed Information – Error Screen

#### 2. Step 3: Project Parameters

- o In the third phase, the platform does not present the necessary parameters for the selected project type.
- o The message "No parameters available for this project type" is displayed as shown in Figure 2, stopping further configuration of the project.



Figure 40 Project Parameters – Error Screen

#### 3. Project Upload Function

 The option to upload a project via a template is non-functional, supported Excel files cannot be uploaded as shown in Figure 3.

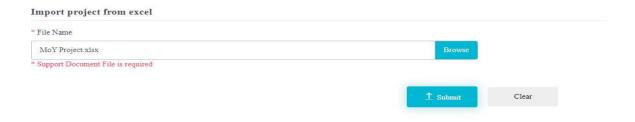


Figure 41 Project Excel sheet upload error

#### 4. Annual Report Submission

- The Annual Report page fails to list any active or past projects in the system as shown in Figure 4. Even after the projects go through the whole MRV approval cycle.
- The issue was identified in the system in 2022, but no action has been taken to address it.
- This issue prevents project operators from submitting annual reports either manually or by uploading a report.

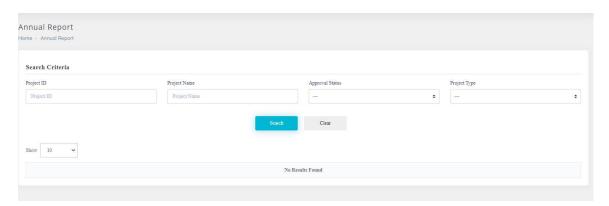


Figure 42 Annual Reports Screen



Figure 43 Deletion user error

## Other issues reported in MRV System Gaps

o SQL Injection.

# **PART II**

## **Section 8. Conditions of Contract and Contract Forms**

## Lump-Sum Form of Contract

## STANDARD FORM OF CONTRACT

# Consultant's Services

Lump-Sum

### TABLE OF CONTENTS

I.		Form of Contract	149
II.		General Conditions of Contract	153
	A.	General Provisions	153
		1. Definitions	153
		2. Relationship between the Parties	
		3. Law Governing Contract	
		4. Language	
		5. Headings	
		6. Communications	
		7. Location	155
		8. Authority of Member in Charge	156
		9. Authorized Representatives	156
		10. Fraud and Corruption	156
	B.	Commencement, Completion, Modification and Termination of Contract	156
		11. Effectiveness of Contract	156
		12. Termination of Contract for Failure to Become Effective	156
		13. Commencement of Services	157
		14. Expiration of Contract	157
		15. Entire Agreement	157
		16. Modifications or Variations	157
		17. Force Majeure	157
		18. Suspension	
		19. Termination	159
	C.	Obligations of the Consultant	161
		20. General	161
		21. Conflict of Interest	162
		22. Confidentiality	163
		23. Liability of the Consultant	163
		24. Insurance to be taken out by the Consultant	163
		25. Accounting, Inspection and Auditing	164
		26. Reporting Obligations	
		27. Proprietary Rights of the Client in Reports and Records	
		28. Equipment, Vehicles and Materials	
		29. Code of Conduct	
		30. Forced Labor	
		31. Child Labor	
		32. Non-Discrimination and Equal Opportunity	
		33. Training of Experts	167

	D.	Cons	sultant's Experts and Sub-Consultants	167	
		34.	Description of Key Experts	167	
		35.	Replacement of Key Experts		
		36.	Removal of Experts or Sub-consultants	168	
	E.	Oblig	gations of the Client	168	
		37.	Assistance and Exemptions	168	
		38.	Access to Project Site		
		39.	Change in the Applicable Law Related to Taxes and Duties		
		40.	Services, Facilities and Property of the Client		
		41.	Counterpart Personnel		
		42.	Payment Obligation	170	
	F.	Paym	nents to the Consultant	170	
		43.	Contract Price	170	
		44.	Taxes and Duties	170	
		45.	Currency of Payment	171	
		46.	Mode of Billing and Payment	171	
		47.	Interest on Delayed Payments	172	
	G.	Fairn	ness and Good Faith	172	
		48.	Good Faith	172	
	Н.	Settle	ement of Disputes	172	
		49.	Amicable Settlement	172	
		50.	Dispute Resolution	172	
III.		Spec	ial Conditions of Contract		
IV.		Appe	endices	181	
	Appendix A – Terms of Reference				
	Appendix B - Key Experts				
	Appendix C – Breakdown of Contract Price				
	Appendix D - Form of Advance Payments Guarantee				
	-	-	x E - Code of Conduct for Experts		
	-	- pendi	x F - Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SHormance Declaration for Sub-consultants	<b>(</b> )	

#### **CONTRACT FOR CONSULTANT'S SERVICES**

#### Lump-Sum

### **Project Name**Strengthening Reform Management in Jordan

**Grant No.**: P171965

Contract No.: C2-CS-115

#### **Assignment Title:**

Maintenance and Support for the Monitoring, Reporting & Verification System for Greenhouse Gas Emission Reduction Projects (MRV)

#### between

Ministry of Planning and International Cooperation

and

[Name of the Consultant]

Dated: ( ) 2025

#### I. Form of Contract

#### LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the ( ) day of the month of [month], [year], between, on the one hand Ministry of Planning and International Cooperation (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received grant from the Multi Donor Trust Fund (MDTF) toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;

#### NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
  - (b) The Special Conditions of Contract;

#### (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Code of Conduct for Experts

Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment

(SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Ministry of Planning and International Cooperation

[Authorized Representative of the Client – name, title and signature]

For and on behalf of [Name of Consultant or Name of a Joint Venture]

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant [insert the Name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

#### **II.** General Conditions of Contract

#### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. 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 the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
  - (b) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (c) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
  - (d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) Client's Personnel" refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.
  - (f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) "Day" means a working day unless indicated otherwise.
  - (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (k) **"Foreign Currency"** means any currency other than the currency of the Client's country.

- (1) "GCC" means these General Conditions of Contract.
- (m) "Government" means the government of the Client's country.
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not overwritten.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sexual Exploitation and Abuse" "(SEA)" means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(v) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal

- or physical conduct of a sexual nature by the Experts with other Experts or Client's Personnel.
- (w) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (x) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- 2. Relationship between the Parties
- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract
- 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language
- 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings
- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications
- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

## 8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

### 9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

### 10. Fraud and Corruption

10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.

### a. Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

### B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

### 11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

# 12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### 13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

### 14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

#### 15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### 16. Modifications or Variations

16.1. 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### 17. Force Majeure

#### a. Definition

- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### b. No Breach of 17.4. Contract

The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### c. Measures to be Taken

- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing 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.
- 17.7. 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.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably 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.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

#### 18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder 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 (i) shall specify the nature of the failure, and (ii) shall request the

Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

#### 19. Termination

- 19.1. This Contract may be terminated by either Party as per provisions set up below:
- a. By the Client
- 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
  - (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
  - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
  - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
  - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
  - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
  - (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.
- 19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

### b. By the Consultant

- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
  - (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
  - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

#### c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

### d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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

Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

## e. Payment upon Termination

- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
  - (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

#### C. OBLIGATIONS OF THE CONSULTANT

#### 20. General

### a. Standard of Performance

- 20.1. The Consultant shall perform the Services and carry out the Services 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. As required in the SCC, the Consultant shall take additional measures to manage cyber security risks related to the Contract. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Subconsultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F-Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

## b. Law Applicable to Services

- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
  - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

#### 21. Conflict of Interest

- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant
  Not to Benefit
  from
  Commissions,
  Discounts, etc.
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, 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 hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant
  and Affiliates
  Not to Engage
  in Certain
  Activities
- 21.1.3 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.
- d. Strict Duty to Disclose Conflicting Activities
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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 its Contract.
- 22. Confidentiality
- 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant
- 23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant
- 24.1. The Consultant (i) 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 Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

#### 25. Accounting, Inspection and Auditing

- 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

### 26. Reporting Obligations

- 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records
- 27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client 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.

#### 28. Equipment, Vehicles and Materials

- 28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

#### 29. Code of Conduct

29.1. The Consultant shall have a Code of Conduct for the Experts.

Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

#### 30. Forced Labor

30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

#### 31. Child Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner 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.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

#### 32. Non-Discrimination and Equal Opportunity

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

### 33. Training of Experts

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

#### D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

### 34. Description of Key Experts

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.** 

### 35. Replacement of Key 35.1. Experts

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### 36. Removal of Experts or Sub-consultants

- 36.1. If the Client finds that any of the Experts or Sub-consultant:
  - (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
  - (e) undertakes behaviour which breaches the Code of Conduct; the Consultant shall, at the Client's written request, provide a replacement.
- 36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

#### E. OBLIGATIONS OF THE CLIENT

### 37. Assistance and Exemptions

- 37.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
  - (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits,

- exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Subconsultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

### 38. Access to Project Site

- 38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 39. Change in the Applicable Law Related to Taxes and Duties
- 39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or

decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

## 40. Services, Facilities and Property of the Client

40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

### 41. Counterpart Personnel

- 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 41.2. Professional and support counterpart personnel, excluding Client'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 Client shall not unreasonably refuse to act upon such request.

### 42. Payment Obligation

42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

#### F. PAYMENTS TO THE CONSULTANT

#### 43. Contract Price

- 43.1. The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.
- 43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

#### 44. Taxes and Duties

- 44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

- 45. Currency of Payment
- 45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 46. Mode of Billing and Payment
- 46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.
- 46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
  - 46.2.1 <u>Advance payment</u>: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
  - 46.2.2 <u>The Lump-Sum Installment Payments</u>. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
  - 46.2.3 <u>The Final Payment</u>. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
  - 46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

### 47. Interest on Delayed Payments

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

#### G. FAIRNESS AND GOOD FAITH

#### 48. Good Faith

48.1. 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.

#### H. SETTLEMENT OF DISPUTES

### 49. Amicable Settlement

- 49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

#### 50. Dispute Resolution

50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

# II. General Conditions Attachment 1 Fraud and Corruption

(Text in this Attachment shall not be modified)

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

#### 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

#### v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract

Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

### **III.** Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract				
1.1(a)	The Contract shall be construed in accordance with the law of Hashemite Kingdom of Jordan				
4.1	The language is: English				
6.1 and 6.2	The addresses are :				
	The Ministry of Planning and International Cooperation, 3rd circle, Zahran St. P.O.Box 555 Amman- 11118, Jordan Attention: Minister of Planning and International Cooperation Fax#: +962 6 4611669				
	Consultant :  Attention : Facsimile : E-mail (where permitted) :				
8.1	[If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]  The Lead Member on behalf of the JV is				
9.1	The Authorized Representatives are:  For the Client: Minister of Planning and International Cooperation  For the Consultant: [name, title]				
11.1	"N/A"				

12.1	Termination of Contract for Failure to Become Effective:			
	The time period shall be Two Months.			
13.1	Commencement of Services:			
	By signing the contract by last party.			
	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.			
14.1	Expiration of Contract:			
	The time period shall be four months after the implementation period.			
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: Yes			

23.1	No additional provisions.					
24.1	The insurance coverage against the risks shall be as follows:					
	<ul> <li>(a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract, or</li> <li>(b) Performance Guarantee with an amount of 10% of the total value of the contract.</li> </ul>					
27.1	[If applicable, insert any exceptions to proprietary rights provision]					
27.2	The Consultant shall not use these Project documents and/or software or any information for purposes unrelated to this Contract without the prior written approval of the Client.					
43.1	The Contract price is: [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.					
	Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Beneficiary\Ministry of Environment.					
	The amount of such taxes is [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.					
44.1	The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts					
and 44.2	any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:					
	(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;					
	(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;					
	(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;					
	(d) any property brought into the Client's country by the Consultant, any Sub- consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use					

and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:

- (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and
- (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.

#### 46.2 The payment schedule:

Deliverables	Deadline submission from Contract effective date	Revision & Approval by the beneficiary	Payment Schedule
Inception Report	Week 1	1 week after submission	10%
Assessment and Gap Analysis Report	week 3	1 week after submission	30%
Completion of making changes to the software, including testing and updating the operating system	Week 7	Two weeks after submission	30%
Testing, Training, and Documentation	week 13	1 week after submission	30%
Maintenance and Support	two years, starting from the final acceptance date		50% of the Maintenance and Support total cost by the end of each year (over two years)

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

	<ol> <li>An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset].</li> <li>The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</li> <li>The bank guarantee will be released when the advance payment has been fully set off.</li> </ol>
46.2.4	The accounts are:
	for foreign currency: [insert account]. for local currency: [insert account].
47.1	The interest rate is: 0.5%
50.1	The dispute shall be submitted to the competent Jordanian Court in accordance with Jordan Law.

## IV. Appendices

#### APPENDIX A – TERMS OF REFERENCE

APPENDIX B - KEY EXPERTS
[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Keg Experts) demonstrating the qualifications of Key Experts.]
•••

#### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification,

(i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract."

## **Model Form I Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])\*

Experts		1	2	3	4	5	6	7	8
Name Position		Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rat per Working Month/Day/Hour
Home Office									
Work in the Client's Country									

1 Expres	sed as perc	entage of 1
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If more than one currency, add a table

Signature	Date	
Name and Title:		

Expressed as percentage of 4

#### APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

#### **Bank Guarantee for Advance Payment**

	rantor: ch or Office]	[insert commercia	al Bank's Name, and Address of Issuing
	200	[insert Name and	Address of Client]
Date	:[inser	t date]	
ADV	ANCE PAYMENT G	UARANTEE No.:	finsert number]
Venti enter datej	ture, same as appears of the dinto Contract No with the	n the signed Contract] (h [reference n	of Consultant or a name of the Joint thereinafter called "the Consultant") has umber of the contract] datedfinsert ision of [brief ct").
payn	nent in the sum of		onditions of the Contract, an advance in figures [
Bene figur dema a sej	eficiary any sum or sum es] () [amound supported by the Beparate signed document	ns not exceeding in total a count in words] upon receiveneficiary's a written states and accompanying or iden	ereby irrevocably undertake to pay the in amount of [amount in pt by us of the Beneficiary's complying ment, whether in the demand itself or in tifying the demand, stating that the tract because the Consultant:
(a) (b)	specifying the amour	nt which the Consultant ha	cordance with the Contract conditions, s failed to repay; her than toward providing the Services
	<u> </u>	ust have been received by	guarantee to be made that the advance the Consultant on their account number ess of bank].
adva	nce payment repaid by	the Consultant as indica	ressively reduced by the amount of the ted in certified statements or invoices ed to us. This guarantee shall expire, at

<sup>&</sup>lt;sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

the latest, upon our receipt of the payment certificate or paid invoice indicating that the
Consultant has made full repayment of the amount of the advance payment, or on the $\_$ day
of _[month], [year], whichever is earlier. Consequently, any demand for
payment under this guarantee must be received by us at this office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision.
ICC Publication No. 758.
[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## **APPENDIX E - CODE OF CONDUCT FOR EXPERTS**

# APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION FOR SUB-CONSULTANTS

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]

Consultant's Name: [insert full name]
Date: [insert day, month, year]
Joint Venture Member's or Sub-consultant's Name: [insert full name]
RFP No. and title: [insert RFP number and title]
Page [insert page number] of [insert total number] pages

SEA and/or SH Declaration
We:
☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
□ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
□ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. As arbitral award on the disqualification case has been made in our favor.
[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

### **PART III**

## Section 9. Notification of Intention to Award and Beneficial Ownership Forms

#### **Notification of Intention to Award**

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: [insert authorized representative's name]

Address: [insert authorized representative's address]

Telephone/Fax numbers: [insert authorized representative's telephone/fax numbers]

Email Address: [insert authorized representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

**DATE OF TRANSMISSION**: This Notification is sent by: [email/fax] on [date] (local time)

## **Notification of Intention to Award**

Client: Ministry of Planning and International Cooperation
Contract title: The Maintenance and Support for the
Monitoring, Reporting & Verification System for Greenhouse Gas Emission
Reduction Projects (MRV)

Country: Hashemite Kingdom of Jordan

**Grant No.:** P171965 **RFP No:** *C2-CS-115* 

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

#### 1. The successful Consultant

Name: [insert name of successful Consultant]

**Address:** [insert address of the successful Consultant]

**Contract price:** [insert contract price of the successful Consultant]

2. Short listed Consultants [INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Sub-criterion a: 1: [insert score] 2: [insert score] 3: [insert score] 5: [insert score] 2: [insert score] 2: [insert score] 3: [insert score] 2: [insert score] 2: [insert score] 3: [insert score] 3: [insert score] 3: [insert score] 2: [insert score] 2: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] Sub-criterion a: 1: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	2: [insert score] 3: [insert score] Sub-criterion b: 1: [insert score] 2: [insert score] 3: [insert score] 3: [insert score] Sub-criterion c: 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (iv): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] Criterion (iii): [insert score] Sub-criterion a: 1: [insert score] 2: [insert score] 3: [insert score] 3: [insert score] 2: [insert score] 3: [insert score] 3: [insert score] 3: [insert score] 2: [insert score] 3: [insert score] 3: [insert score] 2: [insert score] 3: [insert score] 3: [insert score] 3: [insert score] 3: [insert score]	Sub-criterion c: [insert score]  Total score: [insert score]  Criterion (i): [insert score] Criterion (ii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)	
		Criterian (iv) [insert score]					

Criterion (iv): [insert score]
Criterion (v): [insert score]

Total score: [insert score]

[insert name] ...

... ...

3. Reason/s why your Proposal was unsuccessful [Delete if the combined score already reveals the reason]

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. How to request a debriefing [This applies only if your proposal was unsuccessful as stated under point (3) above]

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

**Attention**: [insert full name of person, if applicable]

**Title/position**: [insert title/position]

**Agency**: [insert name of Client]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

#### 5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

**Attention**: [insert full name of person, if applicable]

**Title/position**: [insert title/position]

**Agency**: [insert name of Client]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

#### Further information:

For more information see the "<u>Procurement Regulations for IPF Borrowers (Procurement Regulations)</u> (Annex III)." You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "<u>How to make a Procurement-related Complaint</u>" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

- You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
- 2. The complaint can only challenge the decision to award the contract.
- 3. You must submit the complaint within the deadline stated above.
- 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

#### 6. Standstill Period

## **DEADLINE:** The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [insert the name of the Client]:

Signature:	
Name:	
Title/position:	
Telephone:	
Email:	

## **Beneficial Ownership Disclosure Form**

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant<sup>1</sup>. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

**Request for Proposal reference No.**: [insert identification no] Name of the Assignment: [insert name of the assignment]

To: [insert complete name of Client]

In response to your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership** 

octains of ochemical own	iciship		
Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
[include full name (last, middle, first),			

nationality, country of residence]		

#### OR

- (ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:
  - directly or indirectly holding 25% or more of the shares
  - directly or indirectly holding 25% or more of the voting rights
  - directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

#### OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant: *[insert complete name of the Consultant]
Name of the person duly authorized to sign the Proposal on behalf of the Consultant:  **[insert complete name of person duly authorized to sign the Proposal]
Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]
Signature of the person named above: [insert signature of person whose name and capacity are shown above]
Date signed [insert date of signing] day of [insert month], [insert year]

<sup>\*</sup> In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

<sup>\*\*</sup> Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.