



**World Health  
Organization**

Regional Office for the Eastern Mediterranean  
Centre for Environmental Health Activities

---

**WHO/Centre for Environmental Health Action**

**Request for Proposals (RFP)**

**Bid Reference RFP/GEF/2013/01**

**TABLE OF CONTENTS**

#

- 1. INTRODUCTION ..... 6
  - 1.1 Objective of the RFP ..... 6
  - 1.2 About WHO/CEHA ..... 6
  - 1.3 About the WHO/UNDP/GEF GLOBAL PROJECT ..... 7
    - 1.3.1 Overview of the Global Project ..... 7
    - 1.3.2 The Jordanian Component ..... 7
    - 1.3.3 Targets, outcomes and outputs in Jordan ..... 7
- 2. TERM OF REFERENCES (TORS): ..... 9
  - 2.1 Context ..... 9
  - 2.2 Objectives of the Assignment..... 10
  - 2.3 Scope of Work (Responsibility): ..... 10
  - 2.4 Management and reporting line ..... 12
  - 2.5 Qualifications..... 12
  - 2.6 Deliverables ..... 13
  - 2.7 Duration..... 14
  - 2.8 Instalments ..... 14
- 3. INSTRUCTIONS TO BIDDERS ..... 16
  - 3.1 Language of the Proposal and other Documents..... 16
  - 3.2 Intention to Bid..... 16
  - 3.3 Cost of Proposal..... 16
  - 3.4 Contents of Proposal ..... 17
    - 3.4.1 Statement of Interest ..... 17
    - 3.4.2 Background..... 17

- 3.4.3 Technical Capabilities ..... 17
- 3.4.4 Strategic Approach ..... 18
- 3.4.5 Organizational Proposal ..... 18
- 3.4.6 Staffing..... 18
- 3.5 Joint Proposal ..... 18
- 3.6 Communications during the RFP period ..... 18
- 3.7 Format and Singing of Proposals ..... 18
- 3.8 Sealing and Marking of Proposals ..... 19
- 3.9 Period of Validity of Proposals ..... 19
- 3.10 Closing Date for Submission of Proposals ..... 20
- 3.11 Modification and Withdrawal of Proposals..... 20
- 3.12 Amendments of the RFP ..... 20
- 3.13 Proposal Submission Form ..... 20
- 4. OPENING AND EVALUATION OF PROPOSAL ..... 21
  - 4.1 Opening of proposals ..... 21
  - 4.2 Clarification of proposals..... 21
  - 4.3 Preliminary examination of Proposals ..... 21
  - 4.4 Technical Evaluation of Proposals ..... 21
  - 4.5 Financial Proposal Evaluation..... 22
  - 4.6 Evaluation Criteria ..... 22
- 5. AWARD CRITERIA, AWARD OF CONTRACT ..... 26
  - 5.1 Award Criteria, Award of Contract ..... 26
  - 5.2 WHO/CEHA’s Right to modify Scope or Requirements during the Proposal Process ..... 26
  - 5.3 WHO/CEHA’s Right to Extend/Revise Scope or Requirements at Time of Award ..... 26
  - 5.4 WHO/CEHA’s Right to enter into Contract Price Negotiations ..... 26

- 5.5 Signing of the Contract ..... 26
- 6. GENERAL AND CONTRACTUAL CONDITIONS ..... 27
  - 6.1 Responsibility..... 27
  - 6.2 Source of Instructions..... 27
  - 6.3 Warranties ..... 27
  - 6.4 Legal Status..... 28
  - 6.5 Relation Between the Parties ..... 28
  - 6.6 Waiver of Breach ..... 28
  - 6.7 Liability..... 29
  - 6.8 Assignment ..... 29
  - 6.9 Officials not to Benefit..... 29
  - 6.10 Indemnification ..... 29
  - 6.11 Contractor’s Responsibility for Employees..... 29
  - 6.12 Subcontracting..... 29
  - 6.13 Place of Performance ..... 30
  - 6.14 Language..... 30
  - 6.15 Confidentiality ..... 30
  - 6.16 Confidential Nature of Documents and Information ..... 30
  - 6.17 Title Rights ..... 30
  - 6.18 Cancellation ..... 31
  - 6.19 Force Majeure ..... 31
  - 6.20 Use of WHO/CEHA name and emblem ..... 32
  - 6.21 Successors and Assignees..... 32
  - 6.22 Payment..... 32
  - 6.23 Title to Equipment ..... 32

- 6.24 Insurance and Liabilities to Third Parties ..... 33
- 6.25 Settlement of Disputes ..... 33
- 6.26 Observance of the Law ..... 33
- 6.27 Authority to Modify ..... 33
- 6.28 Privileges and Immunities ..... 33
- 7. PERSONNEL ..... 34
  - 7.1 Approval of Contractor Personnel ..... 34
  - 7.2 Project Managers ..... 34
  - 7.3 Foreign Nationals ..... 34
  - 7.4 Compliance with WHO/CEHA’s Policies ..... 35
  - 7.5 Ethical Behaviour ..... 35
  - 7.6 Engagement of Third Parties and use of In-house Resources ..... 35
- Annex (1) ..... 36
- Annex (2) ..... 37

## 1. INTRODUCTION

#

### 1.1 Objective of the RFP

The purpose of this Request for Proposal (RFP) is to enter into a contractual agreement with a successful bidder and to select a suitable contractor to perform a stakeholder analysis and a pilot study for the safe use of treated wastewater in agriculture based on the WHO 2006 guidelines for the safe use of wastewater in agriculture. The contractor will document the pilot study's outcomes, lessons learnt and recommendations in a guidance document.

### 1.2 About WHO/CEHA

The WHO Regional Centre for Environmental Health Action (CEHA) is a specialized centre for environmental health established in 1985 in Amman, Jordan, by the WHO Regional Office for the Eastern Mediterranean. CEHA envisions being the environmental health centre of excellence for supporting countries of the Eastern Mediterranean Region (EMR) in their concerted efforts to reduce the toll of morbidity and premature mortality caused by modifiable environmental risk factors.

CEHA provides technical guidance, programmatic support, advisory consultations and related services to Member States and partner agencies to heighten the leadership role of the public health sector in regulating, surveillance and management of environmental risks.

In order to achieve its mission, CEHA is mandated to: Manage (plan, implement and monitor) the WHO Regional Environmental Health programme; Build partnerships and mobilize resources to meet additional environmental health challenges that are identified in close consultation with countries; and Provide cost-recovery based technical and advisory services.

For effective delivery of its mandates, CEHA will rely on WHO advisors, as well as on a network of qualified experts from partner organizations, collaborating centres and academic and research institutions. CEHA supports the public health sector of Member States in close collaboration with WHO headquarters, WHO Country Offices and international, regional and national partners in the fields of Water and Sanitation, Waste Management, Air Quality, Food & Chemical Safety, Vector Control, and EH Emergency Management; and coordinates WHO's support in other cross-cutting issues such as Climate Change, Sustainable Development, Knowledge Management, and Environmental Health Risk Communication. CEHA is structured based on two EH Coordination Unit: 1. EH Assessment (EHA); 2. EH Intervention (EHI).

- 1) EHA which provides stewardship in the following technical areas of work:
  - a) EH Safety-including: Risk Assessment, Policy and Planning ; Food and Chemicals Safety; Pest and Vector Control
  - b) EH Exposure-including: Air Pollution & Health, and Green Energy; EH Training, Information and Technology Transfer; Monitoring, Evaluation and Forecast
  - c) EH Security-including: EH Emergency Management; Electromagnetic Field and Radiation
- 2) EHI which provides stewardship in the following technical areas of work:
  - a) Water, Sanitation Climate Change and Health –including: Water, Sanitation and Hygiene; Climate Change and Health
  - b) EH Management and Sustainability-including: Environmental Health Settings, and EH in Health Care Facilities (HCFs); Sustainable Development and Health; Waste Management and Health

### **1.3 About the WHO/UNDP/GEF GLOBAL PROJECT**

#### **1.3.1 Overview of the Global Project**

The Global Environment Facility (GEF) climate change and human health adaptation project is a unique global initiative jointly implemented by the United Nations Development Programme (UNDP) and the World Health Organization (WHO). The project is being piloted in seven countries to identify and share solutions on the health risks caused and exacerbated by climate change and variability.

All country projects share four aims to enhance systems of early warning and early action; build capacity of national actors; pilot specific health risk reduction interventions; and document and share lessons learned in addressing health risks associated with climate change. The participating countries are implementing a set of nationally executed activities that contribute towards the programs overall outputs. The objective of the Jordanian component of the project is to minimize health risks resulting from increased use of wastewater, as a result of water scarcity caused by climate change. The project utilizes the same institutional arrangements and framework of stakeholders to (1) strengthen the monitoring and surveillance capacity of stakeholders; (2) develop the necessary institutional and regulatory framework for safe use of wastewater; and (3) increase the capacity related to health protection measures and pilot testing these in the field.

#### **1.3.2 The Jordanian Component**

Jordan is ranked among the poorest countries in the world in terms of water availability. Resources are already seriously limited and are far below under the water poverty line of (1000) m<sup>3</sup> per capita per year. The threat of climate change will increase water scarcity. The lack of water and secondary effects of these changes are considered as the highest priority threat to health in Jordan. Water scarcity will have a direct impact on the health of Jordanians.

In Jordan, climate change is expected to affect quantity and quality of the country's water resources. Global, regional and national studies have shown an increase in mean and extreme temperatures, and changing precipitation patterns. The predicted continuing trend towards decreased precipitation, and increased evapotranspiration as a result of temperature increase, combined with other non-climatic stresses, act substantially to reduce surface water availability. The Water strategy of the Ministry of Water and Irrigation has identified potential adaptive measures to address this water scarcity. These include increasing wastewater reuse. Unless properly managed, increasing use of wastewater in unrestricted irrigation poses significant threats to health by increased helminth infection (mainly *Ascaris lumbricoides* infection), bacterial infections (typhoid, cholera, *Helicobacter pylori*) and symptomatic diarrheal disease in consumers.

This project focuses on wastewater reuse as a strategic alternative water supply and seeks to manage the potential health impacts associated with its full implementation. It provides national benefits for safe use of wastewater in agriculture through implementing scientific-evidence studies and pilot projects, assessing the current status of the legal framework and the monitoring system to provide recommendations at a policy level. Moreover, the outcomes of the pilot projects will be developed into guidelines for safe wastewater reuse to ensure suitable health protection measures and resilience to climate change. Moreover, the project seeks to strengthen the level of coordination and cooperation among different governmental and non-governmental organization concerned with climate change adaptation to protect human health.

#### **1.3.3 Targets, outcomes and outputs in Jordan**

The objective of the program is to address health risks associated with the current practices of wastewater reuse in agriculture, where accordingly, recommendations and guidelines of health protection measures and

best practices for safe wastewater reuse will be proposed. It implements adaptive measures to ensure that the increased use of wastewater in response to climate change does not result in increased risks to human health. In order to achieve the programme's outcomes, the following activities are undertaken:

***Outcome 1: Monitoring and surveillance systems of wastewater reuse activities are improved***

- Coordination and implementation of existing monitoring systems of quality of treated wastewater used in agriculture are improved
- Coordination and implementation of existing monitoring systems for food safety are improved

***Outcome 2: Regulatory and institutional frameworks for management of health risks associated with increased wastewater reuse in unrestricted agriculture are improved and implemented.***

- A system to operationalize the national health guidelines for safe wastewater reuse is developed
- Institutional responsibilities for different components of the system are outlined and communicated
- Institutional capacity needed to execute the system is established
- Environmental health labelling system is in place to increase the social acceptance of agricultural products irrigated by treated wastewater
- Developing an Early Warning System Plan

***Outcome 3 Health protection measures for safe wastewater reuse are defined and implemented***

- A manual and operating procedures on Health protection measures for all vulnerable groups farmers, nearby communities, and consumers is developed
- An operational wastewater reuse safety plan. Apply the provisions of the WHO guidelines in selected sites.
- The manual and lessons learnt from applying the safety plan at the site are disseminated
- A mechanism for implementation of the needed safety plan at all farms using treated wastewater is established and enforced



## **2. TERM OF REFERENCES (TORS):**

### **2.1 Context**

Quality of domestic treated wastewater is governed by Jordanian Standards (JS 893/2006). Regarding pathogenic load, the standards depend on control and monitor of wastewater effluent quality. Corrective measures should be taken when effluent quality does not meet the standards. Recently, it is becoming clearer that end-of-pipe approach does not necessarily ensure health protection. Regrowth of pathogens was reported under favourable conditions (Zaleski et al., 2005). Moreover, in many developing countries where wastewater agricultural reuse is practiced, effluent quality often does not meet the standards (Oliveira and Sperling, 2011). This is basically due to lack of skills, necessary equipment's and funds (ACWUA, 2010). Water tariffs do not cover the operational and maintenance costs of wastewater treatment. Consequently, burden on the government multiplies in order to secure the needed fund for proper operation.

A more comprehensive approach was proposed by the WHO in order to provide better management of wastewater (WHO, 2006). The approach relied on the establishment of risk assessment and management framework to optimize the safe use of wastewater in agriculture and aquaculture. Local settings and conditions are very important for the determination of related health risks and the required feasible risk reduction measures. The guidelines also facilitate the application of incremental management of the defined risks. In this context, health based targets are set and can be achieved by multi-barrier management system. Unlike end-of-pipe approach that depends on effluent control measures, multi-barrier management system is characterized by its elasticity, robustness and capacity to meet health based targets. For instance, pathogens removal is not required to be solely occurring at the wastewater treatment plant. Instead, natural die off, farming practices, applied irrigation system, and produce washing are all effective in pathogens reduction and can be added to achieve the acceptable safe limit.

Adoption of WHO (2006) approach can be of specific interest for Jordan. It will allow meeting sanitation needs of the poor urban and rural areas, which are currently not served with sewerage systems. These areas are currently served with cesspools where wastewater is allowed to leach in the soil. Accordingly, a considerable source of irrigation water is lost due to the current management practice. Therefore, and in order to achieve better sanitation, a shift in the existing paradigm is indeed required. Instead of losing a substantial source of irrigation water, lower quality effluent would be acceptable at affordable costs provided that farming practices and produce wash are taken into account. Consequently, fresh water can be reallocated for other purposes. Moreover, vulnerable groundwater resources can be protected from pollution caused by the current sanitation practices. In fact and according to Water Authority of Jordan (WAJ), evidence of groundwater pollution caused by cesspools was reported in different locations in Jordan. Costs associated with remediation of polluted groundwater are considerable and can be avoided when better affordable management systems are adopted.

The current Jordanian Standard (JS) 893/2006 deals with the discharge and usage of the reclaimed domestic water. The aim of the standard is to protect the public health and the environment against risk of exposure to pathogens, microorganisms and harmful chemicals commonly carried by untreated wastewater. It specifies the treatment required at the treatment plant to render the effluent as acceptable for restricted agricultural reuse (primarily includes trees, cooked vegetables, landscape plants and fodder) and wadi discharge. It requires the use of high quality wastewater effluent on crops causing unnecessary constrains on wastewater reuse.

In order to achieve the effluent quality stipulated by the standard, a state-of the art treatment approach at the wastewater treatment plants (WWTP) is sought. As a consequence, large investment costs are imposed

on WWTP resources and capacities. A shift from solely depending on a single barrier (WWTP effluent) to the use of multiple barriers through adopting a risk assessment and management system is sought to provide treated wastewater for farmers without compromising the public health. Moreover, adopting the WHO 2006 guidelines can be formulated in accordance with the local socio economic situation, thus reducing the financial burden imposed on a one single approach.

The conceptual shift from end-of-pipe control into health based targets approach requires verification and validation of the later at the local context. Apparently, different environmental conditions like summer and winter are key factors affecting the specific roles of each defined barrier. The pursued shift also requires a multidisciplinary approach where specialists from related different backgrounds work together and allow the best application of the WHO (2006) guidelines at national level. Moreover, all related stakeholders should be aware of the concept in order to allow for public acceptance. A well-defined wastewater reuse safety plan would be the tool to achieve the required shift. The safety plan can be the mean to put standards, norms and best practices defined by the guidelines into operation. The first step towards the development of a comprehensive safety plan is expected to be achieved through developing a multi-barrier approach to reduce health risks imposed on farmers and consumers at different levels. As a result, a guideline with various risk reduction options adapted to local conditions is developed and can be scaled up.

Consequentially, combining both treatment and post treatment barriers ensures a risk management system in place to address three types of risks (microbiological, chemical and physical). Moreover, it monitors and tracks the quality of wastewater beyond the TWTP.

## **2.2 Objectives of the Assignment**

The assignment refers to outcome 3 of the program “Health protection measures for safe wastewater reuse are defined and implemented”. The specific focus of this assignment is Output 3.2 entitled “Apply the provisions of the WHO guidelines in selected sites”. The contracted consultancy is intended to provide an analysis on the stakeholders involved in the monitoring framework of the WWSP, Apply the WWSP practical multi-barrier approach in selected sites, documenting the pilot phase through capturing the outcomes, lessons learnt and recommendations. The main objectives of the assignment are as follows:

- 1. Establishing effective barriers that allow the safe reuse of wastewater subjected to different levels of treatment.**
- 2. Ensuring safe direct wastewater effluent reuse in agriculture following the WHO (2006) guidelines and taking into account local settings and prevalent environmental conditions.**

## **2.3 Scope of Work (Responsibility):**

Wastewater reuse implementation guidelines should be comprehensive, flexible and adapted to local conditions. In order to guarantee a well-designed wastewater reuse safety plan, the following should be included:

**A)** Review and assess current wastewater reuse related legislations, standards, and management practices at the national level in Jordan. Among many concerns, several organizations have a stake in Jordan and responsibilities are overlapping. Moreover, reclaimed wastewater is being provided to farmers at a very low tariff. Accordingly, the following items should be covered and analysed:

1. Overview of legal framework and institutional arrangements in Jordan. This should particularly cover the institutional arrangements of reclaimed wastewater reuse for agriculture with a focus on direct reuse institutional settings. The existing institutional arrangements should be thoroughly analysed and compared with the regional settings. In addition, reports published by the Jordanian committee

particularly formed to study and evaluate responsibilities of each stakeholder (ACWUA, 2010) should be carefully assessed.

2. Legislations and regulations related to reclaimed wastewater reuse in agriculture should be carefully analysed. At present, wastewater quality is controlled by Jordanian Standards (JS 893/2006), Jordanian standards for reclaimed grey water in rural areas (JS 1776/2008), Jordanian standards for industrial reclaimed water (JS 202/2007), and Jordanian standards for uses of treated sludge and sludge disposal (JS 1145/2006).
3. Role and purpose of reclaimed wastewater quality monitoring and management system. Especially with reclaimed wastewater direct reuse in agriculture, professional evaluation of effluent quality, reuse management systems, produce quality are necessary.

**B)** Assessment of health impacts induced by agricultural wastewater use against health impacts induced with agricultural production using fresh water. This assessment should be perused through scientifically designed pilot experiments that aim mainly at verifying the effectiveness of WHO (2006) health barriers. Obviously, in order to incorporate health aspects related to handling and marketing stages, water and produce samples should be collected from full scale farm with the following specifications:

1. Farms should be located on Sail Al-Zarqa between downstream of Khirbit As-samra wastewater treatment plant and up stream of King Talal Reservoir.
2. Farms should cultivate the same crops as those selected for the pilot experiment or the other way around.

In order to simulate wastewater reuse, samples should be collected during summer time when the flow is exclusive to base flow which is the effluent of Khirbit As-Samra wastewater treatment plant.

Assessment made through pilot and full scale experiments should be based on analysis attained for water, produce and soil samples for at least one growing season. Samples should be analysed for parameters illustrated in Table (1) with the indicated frequencies. Moreover, at least water testing should be conducted in accredited laboratory. Multi barrier procedures suggested by WHO (2006) guidelines should be followed. Different barriers should be applied and evaluated under summer and winter conditions. Results should be compared with quality data collected for harvest irrigated with fresh water.

Table (1) Minimum acceptable tests and frequencies of samples collected during conducted experiments

Test	Minimum frequency per farm
<b>Irrigation water analysis</b>	
BOD	8 samples per growing season collected approximately on biweekly basis
TSS	
Total coliform+ <i>e-coli</i>	
Protozoa ( <i>cryptosporidium</i> or <i>Giardia</i> cysts)	
<b>Soil analysis</b>	
Total coliform+ <i>e-coli</i>	3 sampling events per farm with two random samples per event collected at two different depths
<b>Produce analysis</b>	
Total coliform+ <i>e-coli</i>	3 sampling events during irrigation period; one sampling event during harvesting and one sampling event for marketing stage. At least 6 samples should be collected at each event

**C)** Develop a framework to implement WHO (2006) guidelines at local context of Jordan. The framework should propose and define a management plan for the implementation of the existing guidelines taking into consideration data and information collected above. The framework should include, but not limited to, the following aspects:

- Roles, responsibilities and legal aspects.
- Definitions of the borders and description of the sanitation chain. Accordingly, this should range from wastewater generation, collection, treatment or implementation of low or non-treatment options. Obviously, different pathways can be followed along the chain depending on the existing conditions.
- Recognition and understanding of the hazards and threats. This should include hazards identification and prioritization.
- Risk management procedures that take into account –among others- local environmental and climatic conditions, attitudes, knowledge and believes related to agricultural wastewater reuse.
- Outcomes, lessons learnt and recommendations of the pilot study areas.

#### **2.4 Management and reporting line**

The consultant shall be responsible to WHO/CEHA director and the responsible WHO staff. The consultant works closely with the concerned national stakeholders primarily the Ministry of Health, Water Authority of Jordan, Ministry of Environment and Food and Drug Administration and any related prioritized other organizations. The plan should show coordination with the climate change programs in Jordan. Any sub-contracting will need to be outlined in the technical bid including the names of those to whom the works will be sub- contracted. Any changes of names, other than those mentioned in the contract, will first have to be recommended in writing to WHO/CEHA and agreed upon by both parties.

#### **2.5 Qualifications**

The team suggested by bidders should comprise the following as a minimum requirement:

1. **Project manager: Wastewater Management expert** with a postgraduate degree in water quality or related fields and with a work experience of at least 10 years.
2. **Senior expert 1: Reclaimed Wastewater Reuse expert** with a postgraduate degree in irrigation water management or related fields and with a work experience of at least 10 years.
3. **Senior expert 2: Environmental policy and legislation expert** with a postgraduate degree and with a work experience of at least 10 years.

The team has to show sufficient experience in water quality management in general and in wastewater management in particular. They also have to show excellent oral and written communication skills in Arabic and English. Additional needed skills are:

#### **Project manager: wastewater management expert**

A) Education: PhD/MSc degree in a field that is directly relevant to wastewater management, with a special focus on decentralized wastewater management systems.

B) Experience:

- At least 10 years of professional experience in wastewater management systems and integrated water management approaches and wastewater risk assessment.
- Experience in project management is important as well as skills and openness to participatory and consultative approach to project implementation.
- Extensive experience with preparation of technical and analytical reports.
- Good knowledge of the organizational, monitoring and legal framework of wastewater reuse in agriculture.
- Ability to work with a broad range of individuals of diverse institutions and levels.

#### **Reclaimed wastewater reuse senior expert**

A) Education: PhD/MSc in a field that is directly related to reclaimed wastewater irrigation and irrigation techniques.

B) Experience:

- At least 10 years of experience in reclaimed wastewater reuse for agricultural production is required.
- Experience at both national and regional scale is preferred.
- Experience with organizational development processes in public and private organizations is preferred.
- Other requirements include ability to work and communicate with people from public and private sectors.
- Demonstrated experience in carrying out surveys and knowledge of survey methodology.
- Written and spoken Arabic and English are required.

#### **Environmental policy and legislation senior expert**

A) Education: PhD/MSc in fields directly related to environmental policy and legislations.

B) Experience:

- At least 8 years of experience of progressive professional experience at the national and regional level in environmental policy and legislations with particular focus on Wastewater.
- Experience in Jordanian institutional and legal framework of the water sector.
- Ability to work and communicate with a wide variety of people from governments, agencies, NGOs, and research institutions is essential.
- Good working relations with both government and non-government entities and ability to work with a broad range of individuals of diverse institutions and levels.
- Excellent written and spoken English is required.

### **2.6 Deliverables**

The following are the suggested deliverables and timelines. Alternatives to shaping deliverables and the timeline from the contractors are welcome.

The consultancy team is fully responsible for its independent report. The report will be fully discussed with all concerned parties and whenever possible consensus achieved. The team leader

bears responsibility for finalization of the report, which will be submitted to the WHO/CEHA Director within two weeks of consultancy completion.

Date	Deliverable
Four weeks after the signing of the contract	<b>Deliverable 1:</b> Inception report including describing how the team intends to organize the scope of work, methodological approach and the criteria for the in-depth analysis. The inception report will be submitted within one month of the start of the consultancy.
By the end of month 3	<b>Deliverable 2:</b> The stakeholder analysis report and related stakeholder workshops, as described more in depth under the first component of this consultancy.
By the end of month 5	<b>Deliverable 3:</b> A progress report describing the major findings of the tasks listed under the first and second component of this consultancy (the progress of the designed experiments)
By the end of month 9	<b>Deliverable 4:</b> The first draft of the final report of the consultancy's findings based on the results of the solid scientific evidence of the designed experiments.
Within 10 days after the end of the consultancy (after fourteen months of contract signature)	<p><b>Deliverable 4:</b> The final report should be made in the form of a guidance document inclusive of recommendations based on the outcomes of the experiments and stakeholder analysis.</p> <p>The final report will be no more than 60 pages plus annexes, with an executive summary that does not exceed 5 pages.</p> <p>The outcome of the consultancy should include recommendations. These recommendations should include:</p> <ul style="list-style-type: none"> <li>• The stakeholder analysis and legal framework.</li> <li>• The approach used to adopt the wastewater safety plan to the pilot areas context.</li> <li>• Detailed analysis and conclusions of the experiments outcomes and the approach used to tackle it.</li> <li>• The lessons learnt and recommendations in a guidance document.</li> </ul>

## 2.7 Duration

The duration of the contract is up to 12 months upon signing the contract.

## 2.8 Instalments

Maximum budget of consultancy should not exceed 90,000 JD. Budget may include overheads.

<b>Deliverable</b>	<b>Instalment</b>
Upon submission of the inception report including the detailed work plan.	1st 15 %
Upon submission of deliverable 2 first component of this consultancy.	2nd 25%
<b>Upon submission of deliverable 3</b> , the progress report inclusive of component 2 of this consultancy.	3rd 20%
<b>Upon submission of deliverable 4</b> , the draft report on the consultancy's findings based on the results of the solid scientific evidence of the designed experiments.	4th 30%
Upon approving the final report	5th 10%

### **3. INSTRUCTIONS TO BIDDERS**

#

The Proposal Submission Form must be delivered to WHO/CEHA at the address on the preceding page no later than **22 August 2013** enclosed with the proposals. Proposals must be responsive to the instructions contained in this Request for Proposals.

All references to descriptive material and brochures should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The Bidder must also provide sufficient information in the proposal to address each area of the Request for Proposals in order to allow the evaluation team to make an accurate assessment of the capabilities of the company and the adequacy of the proposal.

Bidders should follow the instructions set forth below in the submission of their proposal to WHO/CEHA.

#### **3.1 Language of the Proposal and other Documents**

The proposal prepared by the bidder and all correspondences and documents relating to the proposal exchanged by the bidder and WHO/CEHA shall be written in the English Language

#### **3.2 Intention to Bid**

- 1) The bidder must ensure all the required documents are delivered (registered mail or special courier or by hand) to WHO/CEHA No later than **15:00 hours, Jordan Local Time, on 22 August 2013**:
  - a) **RFP/GEF/2013/01 Proposal Submission form** (Annex 1) signed as confirmation of the bidder's intention to submit a proposal and designate its representative to whom communications may be directed, including any addenda; and
  - b) **RFP/GEF/2013/01 Confidentiality form** (Annex 2) signed.
  - c) Proposals must be received at WHO/CEHA at the address specified below  
**Sealing and marking of proposals of the RFP/GEF/2013/01.**
    - Mail for submissions of proposals:

World Health Organization  
Regional Centre for Environmental Health Action (WHO- CEHA)  
P.O. Box 926967  
Mohammed Jamjum Street  
Close to Dakhlieh Square  
Amman 11190, Jordan

#### **3.3 Cost of Proposal**

The Cost Proposal will be divided into two budget lines as follows: 1- **fixed costs**: -central management, coordination costs, overhead costs; 2- **recurrent costs**: -salary for technical consultants, and miscellaneous costs.



The personnel or agents of the contractors shall not be considered in any respect or for any purposes whatsoever as being the employees or agents of WHO/CEHA, nor shall any personnel, representatives or other affiliates of WHO be considered, for any purposes, as being employees or agents of the contractor. WHO/CEHA reserves itself the right to award/split the contract to one or more companies.

Please be reminded that we have a limited grant for this RFP and have access to limited resources, as WHO/CEHA is a non-profit making organization, which raises all its funds through voluntary contributions. **We are looking for a cost-effective proposal.** Your quotation will be considered a firm high ceiling limit for the project, and not subject to revision. All prices/rates quoted must be exclusive of all taxes as WHO/CEHA is a tax-exempt organization.

As will be described later on, financial offers will be opened after evaluating the technical offers. Therefore please do not include any financial information in the technical proposal. The Cost proposal submitted shall be in a **separate sealed envelope** from the rest of the RFP response, otherwise will cause rejection of the RFP. Please focus on providing an accurate budget for activities.

Please consider the following when developing the Cost Proposal:

- For personnel, indicate for each individual staff person proposed the position they would have, and the percentage of time they would devote to the project. The budget requested should reflect salary multiplied by the amount of time spent on the project. Justify personnel salaries in relation to institutional remuneration policies.
- For services and supplies, include telephone, fax, internet hook up, subscription to electronic databases, photocopying, and office supplies. Itemize the budget for each individual service or type of supplies.
- For equipment, indicate needs for laboratory equipment, computers, printers etc.
- For local travel, enter details for local air tickets, hotel costs, per diem within the country.
- For international travel, enter details of international air tickets, hotel costs, per diems for international travel.
- For other expenditures, include space rental, clerical and other administrative costs.

### 3.4 Contents of Proposal

**3.4.1 Statement of Interest** Describe why you have chosen to make this application and why you are interested in providing technical assistance **for implementing a pilot study for safe use of wastewater in agriculture in Jordan**. How do you think that undertaking this work will add value to what your organization does? What are possible approaches for conducting the pilot study? What specific advantages would there be to working your organization?

**3.4.2 Background** This section of the proposal offers an opportunity for you to demonstrate a clear understanding of the WHO/CEHA and the terms of reference for the activity. You should provide evidence of your knowledge on the **current status of wastewater surveillance and wastewater reuse practices in agriculture, and wastewater reuse safety plans**.

**3.4.3 Technical Capabilities** Describe the nature of your organization and its experience in the field. In particular, describe relevant technical work and projects that your organization has conducted that is relevant to this proposal. Describe the disciplinary skills available within the organization and collaborating partners. Articulate how the technical capacities described are relevant to the bid. Indicate how any collaborating partners who are part of this proposal complement the skills and

expertise available within your organization.

**3.4.4 Strategic Approach** In this section you should spell out in detail how you propose to choose the sites for the pilot study, deliver the desired reports, including process, management, sampling, people and resources. You should provide illustrative detailed work plans, delivery models and adoption of related guidelines.

**3.4.5 Organizational Proposal** You should indicate how you would organize the work and the composition of the team and experts, describing specific roles and responsibilities for different components of the overall proposal. If the proposal consists of a consortium, you should provide a description of how smooth communications and coordination will be assured. Describe how different elements of the work would be managed and who would be responsible for what.

**3.4.6 Staffing** Identify specific staff members for different positions in the team. Provide one page summary CVs (to be included in an annex) for all staff included in the proposals (including those who may collaborate from different sites). Include in the CVs the relevant skills and qualifications in specific components of wastewater reuse in agriculture as well as language skills.

If there are specific competencies not currently available in your organization or in collaborating organizations, identify them and describe how recruitment would be conducted or training provided to fill the gap.

### **3.5 Joint Proposal**

Two or more companies/agencies may form a consortium and submit a joint proposal if this helps in finding a team capable of undertaking all elements of the anticipated work. Such a proposal must be submitted under the name of one member of the consortium- herein after “lead organization”. The lead organization will be responsible for undertaking all negotiations and discussions with the WHO/CEHA and performing the contract.

### **3.6 Communications during the RFP period**

A prospective bidder requiring any clarification on technical, contractual, or commercial matters may notify WHO/CEHA via email at the following address:

Email for submission of all queries: [ceha@ceha.emro.who.int](mailto:ceha@ceha.emro.who.int)

(Use subject: Bid RFP/GEF/2013/01)

The WHO/CEHA Team will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to the closing date of the proposal. A consolidated document of WHO/CEHA response to all questions (including an explanation of the query but without identifying the source of enquiry) will be posted on its website. Questions are to be submitted in the format “Paragraph Number- Questions.”

### **3.7 Format and Signing of Proposals**

The bidder shall submit three (3) hard copies each of the complete proposal by the closing date set forth in section 3 to the address in the section 3.2 each complete proposal should include the

following:

- Hard copy of proposal and supporting documents (marked clearly Bid RFP/GEF/2013/01)
- Signed submission form RFP/GEF/2013/01 Proposal Submission Form.doc
- CD-ROM containing electronic copy of proposal and supporting documents

Please also note the following instructions for preparation of the Proposal:

- 1) The three (3) copies shall be labelled "Master Copy" and "Copy1", "Copy2" and so on, as appropriate. The bidder must ensure that the content of all copies is identical. If at any time a difference is discovered between any copies of the proposal then the "Master Copy" will prevail as the official copy. Financial offers should be in sealed envelopes and not mixed with the technical proposal
- 2) The three (3) hard copies shall be unbound, provided in binders from which pages may be removed easily. Dividers may be used to separate sections of the document, if needed.
- 3) All pages of the proposal shall be numbered in the format 'Page X of Y'.
- 4) All three (3) copies of the proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the proposal.
- 5) The electronic copies of the proposal and supporting documents on the three (3) CD-ROMs should be in PDF, or MS Word compatible format. The Responses to the financial proposal should be submitted using the "Price Schedule Form" supplied by WHO/CEHA and using the template distributed with the RFP. The Proposed Timeline project plan should be either in MS Project MPP, XLS or PDF format.

### **3.8 Sealing and Marking of Proposals<sup>1</sup>**

Three (3) copies of the complete proposal must be sent by registered mail, via courier or hand delivered, in a sealed envelope or parcel to the following address:

World Health Organization (WHO)

Regional Centre for Environmental Health Action (CEHA)

Mohammed Jamjum Street, Near The Amman Comprehensive Health Centre,

P.O. Box 926967 Amman 11190, Jordan

Tel 5524655; Fax 5516591

### **3.9 Period of Validity of Proposals**

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO/CEHA. In exceptional circumstances, WHO/CEHA may solicit the bidder's consent to an extension of the period of validity.

---

<sup>1</sup> NOTE: If the envelopes are not sealed and marked as per the instructions in this clause, WHO/CEHA will not assume responsibility for the proposal's misplacement or premature opening and may – at its discretion – reject the proposal.

The request and the responses thereto shall be made in writing. Any bidder granting the request will not be required nor permitted to modify its proposal.

### **3.10 Closing Date for Submission of Proposals**

**Proposals must be received at WHO/CEHA at the address specified in section 3.2 no later than 22 August 15:00 Jordan Local Time.**

WHO/CEHA may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing any proposal received by WHO/CEHA after the closing date for submission of proposals will be rejected. Only hard copies are acceptable as official bid entries. No emailed proposals will be accepted as an official bid.

### **3.11 Modification and Withdrawal of Proposals**

The bidder may withdraw its proposal any time after the proposal's submission and before the opening date, provided that written notice via email and fax of the withdrawal is received by WHO/CEHA prior to the closing date.

The bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched to be received before the closing date in accordance with section 3. The withdrawal notice may also be sent by email but must be followed by a signed confirmation copy received by the closing date.

- Email for withdrawal of proposal: [ceha@ceha.emro.who.int](mailto:ceha@ceha.emro.who.int)

No proposal may be modified after the closing date for submission of proposals, unless WHO/CEHA has issued an amendment to the RFP allowing such modifications.

No Proposal may be withdrawn in the interval between the opening date and the expiration of the period of proposal validity specified by the bidder in the proposal.

### **3.12 Amendments of the RFP**

At any time prior to the closing date for submission of proposals, WHO/CEHA may, for any reason, whether on its own initiative or in response to a clarification requested by a bidder, modify the RFP by amendment. Amendments could include modification of project scope or requirements, project timeline expectations or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP.

### **3.13 Proposal Submission Form**

The bidder's proposal must be accompanied by "***the Submission Letter***" signed by a duly authorized representative of the bidder and states:

- That the proposal meets the requirements of the RFP,
- The total cost of the proposal, indicating the United Nations convertible currency used (preferably US Dollars),
- The number of days the proposal is valid (from the date of the form)

## 4. OPENING AND EVALUATION OF PROPOSAL

#  
#

### 4.1 Opening of proposals

WHO/CEHA procuring entity will open the proposals in the presence of a Committee formed by WHO/CEHA office in Amman, **on 25 August 2013 at 9:00 Jordan Local Time.**

### 4.2 Clarification of proposals

WHO/CEHA may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during the exchange.

### 4.3 Preliminary examination of Proposals

WHO/CEHA will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

**Please note that WHO/CEHA is not bound to select any of the firms/institutions submitting proposals.** Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO/CEHA's general principles, including economy and efficiency, WHO/CEHA does not bind itself in any way to select firm/institution offering the lowest price.

### 4.4 Technical Evaluation of Proposals

To facilitate review of the proposals and selection of the contractor, WHO/CEHA and its Proposal Review Committee reserve the right to:

- Contact any or all references supplied by the Bidder.
- Request additional supporting or supplementary data from Bidders.
- Arrange interviews with the proposed contractor or finalists.
- Reject any or all proposals submitted.
- Accept any proposal in whole or in part.
- Negotiate price or technical content with Bidder(s).
- Contract more than one company to complete the work.

The scores and recommendations of the Proposal Review Committee will be forwarded to the WHO/CEHA Contract Review Committee for final review and action.

Information in the proposals will be treated as proprietary and shared only within the WHO/CEHA management team and the Proposal Review Committee, which is directly responsible for evaluation of the proposals. Members of the Proposal Review Committee will be required to return copies of the proposals after the review to WHO/CEHA offices where they may be destroyed or kept in a secure location as a record of the procurement process. Proposals will not be returned to the Bidders.

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price

proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

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

#### **4.5 Financial Proposal Evaluation**

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

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ , where T%= 70% and P% is 30%. The firm achieving the highest combined technical and financial score will be invited for negotiation meetings.

#### **4.6 Evaluation Criteria**

Criteria for evaluating proposal (not necessarily listed in order of significance) include:

- Responsive bid from a capable Bidder whose proposal provides the most advantageous offer, price and other factors considered.
- Extensive experience of capacity assessment processes in Jordan, in analysis of institutional arrangements, governance (including associated legal issues) and the working of alliances and partnerships, as well as in management and administration.
- Knowledge of and experience in capacity assessment methodology. Completeness of bid, Including whether the Bidder is responsive in sufficient detail for the evaluators to analyse the bid and make sound judgment.
- Feasibility and timeline proposed.

#### ***Technical Evaluation Criteria***

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization Submitting Proposal	20%	200					
2.	Proposed Work Plan and Approach/Methodology	60%	600					
3.	Personnel	20%	200					
<b>Total</b>			<b>1000</b>					

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

**Form 1: Expertise of Firm / Organization Submitting Proposal****Form 2: Proposed Work Plan and Approach/Methodology****Form 3: Personnel**

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of Firm / Organization Submitting Proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	20					
1.2	General Organizational Capability which is likely to affect implementation (i.e. consortium, holding company or one firm, size of the firm/organization, strength of project management support e.g. project financing capacity and project management controls)	50					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	60					
1.4	Relevance of: - Specialized Knowledge - Experience on Similar Programme/ Projects - Experience on Projects in the Region Work for WHO/ major multilateral/ or bilateral programs	70					
		200					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the firm understand the task?	50					
2.2	Have the important aspects of the task been addressed in sufficient detail?	50					
2.3	Are the different components of the project adequately weighted relative to one another?	50					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	50					

2.5	Is the conceptual framework adopted appropriate for the task?	70					
2.6	Is the scope of task well defined and does it correspond to the TOR?	70					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	80					
	Relevance of: - Specialized Knowledge - Experience on Similar Program / Projects - Experience on wastewater reuse safety plans and guidelines Experience with stakeholders involved in surveillance of wastewater reuse. - Experience on Projects in the Region Work for WHO/ major multilateral/ or bilateral programs	180					
		600					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
3.1	<b>Project Manager (<i>Wastewater Management Expert</i>)</b>						
	<b>General Qualification</b>	80					
	- Suitability for the Consultancy	10					
	- International Experience	10					
	- System review Experience	20					
	Professional Experience in the area of wastewater management. Experience in cooperation with donor agencies in the area of wastewater reuse	30					
	- Knowledge of the WHO or other UN agencies work	10					
	<b>Language Qualifications</b>	20					
		100					
3.2	<b>Senior Expert 1(<i>Reclaimed wastewater reuse</i>)</b>						
	<b>General Qualification</b>	80					
	- Suitability for the Consultancy	10					
	- International Experience	10					
	- Wastewater Management and surveillance Experience	20					
	Professional Experience in the area of reclaimed wastewater reuse for agricultural production Experience in cooperation with donor agencies in the area of wastewater reuse.	30					



	- Knowledge of the WHO and/or other UN agencies works	10						
	<b>Language Qualifications</b>		20					
			100					
3.3	<b>Senior Expert 2 (<i>Policy and Legislation expert</i>)</b>							
	General Qualification		80					
	- Suitability for the Consultancy	10						
	- International Experience	10						
	- Legislation Review and Draft Experience	20						
	Professional Experience in the area of legislations, standards and guidelines review and stakeholders involved. Experience in cooperation with donor agencies in the area of Legislations review and drafting	30						
	- Knowledge of the WHO and/or other UN agencies work	10						
	<b>Language Qualifications</b>		20					
			100					

## **5. AWARD CRITERIA. AWARD OF CONTRACT**

#

### **5.1 Award Criteria, Award of Contract**

WHO/CEHA reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidder of the grounds for the WHO/CEHA's action.

Prior to expiration of the period of proposal validity, the procuring WHO/CEHA entity will award the contract to the qualified bidder whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

WHO/CEHA has the right to eliminate bids throughout the evaluation process. However, WHO/CEHA is under no obligation to state the reasons for elimination to the bidder.

Note: WHO/CEHA is acting in good faith by issuing this RFP. However, this document does not obligate WHO/CEHA to contract for the supply of any products or services.

### **5.2 WHO/CEHA's Right to modify Scope or Requirements during the Proposal Process**

WHO/CEHA reserves the right to, at any time during the proposal process; modify the scope of services and goods specified in the RFP. At any step in the evaluation process, WHO/CEHA reserves the right to issue an amendment to the RFP detailing the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time. Official elimination is signified by a direct communication to that effect from WHO/CEHA.

### **5.3 WHO/CEHA's Right to Extend/Revise Scope or Requirements at Time of Award**

WHO/CEHA reserves the right at the time of award of contract to extend/revise the scope of services and goods specified in the RFP without any change in base price of services (e.g. day rate for resources) or other terms and conditions.

### **5.4 WHO/CEHA's Right to enter into Contract Price Negotiations**

WHO/CEHA reserves the right to enter into contract price negotiations with one or more bidders that have not been eliminated during the evaluation process.

### **5.5 Signing of the Contract**

Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it to WHO/CEHA according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then WHO/CEHA has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

## **6. GENERAL AND CONTRACTUAL CONDITIONS**

#

The general terms and conditions of the contractual agreement (“the Contract”) between WHO/CEHA and the selected bidder (“the Contractor”) will include provisions as set forth in this section, and will cover the following issues:

- Responsibilities, indemnities and liabilities of the Contractor (s) and WHO/CEHA;
- Conditions concerning the termination of the contracts (s);
- Clear deliverables and acceptance procedures;
- Payment terms tied to the satisfactory completion of the work;
- Training and post implementation of the work;
- Allowance for changes;
- Warranties and representations;
- Notices.

Services under this Contract will be supplied on a fixed- price basis in a UN convertible currency (Preferably US Dollars), based on the UN exchange rate of the date of invoice.

### **6.1 Responsibility**

The contractor will be responsible for ensuring that the services rendered under the contract are performed in accordance with the specifications and within the time prescribed.

### **6.2 Source of Instructions**

The Contractor shall neither seek nor accept instructions from any authority external to WHO/CEHA in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect WHO/CEHA and shall fulfil its commitments with the fullest regard to the interests of WHO/CEHA.

### **6.3 Warranties**

The Contractor will warrant and represent to WHO/CEHA as follows:

- 1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by WHO/CEHA without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of his Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for WHO/CEHA to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit WHO/CEHA to fully exercise its rights in the deliverables and the software without any obligation on WHO/CEHA’s part to make any additional payments whatsoever to any party.

- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to WHO/CEHA free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on the copyright of any document or other material (whether matching readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO/CEHA, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

#### **6.4 Legal Status**

The contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between WHO/CEHA on the one side and the contractor on the other.

Thus the contractor shall be solely responsible for the manner in which the work is carried out. WHO/CEHA shall not be responsible for any loss, accident, damage or injury, including, but not limited to, damage to property, suffered by the contractor or persons or entities claiming under the contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on WHO/CEHA premises or not.

The contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

Nothing in or relating to the agreement with the contractor shall be deemed a waiver of any of the privileges and immunities of WHO/CEHA in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

#### **6.5 Relation Between the Parties**

The Contract does not constitute a partnership between the Parties or to constitute either Party as the agent of the other.

#### **6.6 Waiver of Breach**

The waiver by an act, omission or knowledge of Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

### **6.7 Liability**

The contractor hereby indemnifies and holds WHO/CEHA harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO/CEHA at any time and based on, or arising out of, breach by the contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

### **6.8 Assignment**

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

### **6.9 Officials not to Benefit**

The Contractor warrants that no official of WHO/CEHA has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

### **6.10 Indemnification**

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

### **6.11 Contractor's Responsibility for Employees**

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

### **6.12 Subcontracting**

Any intention to subcontract aspects of this contract must be specified in detail in the tender submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with the same thoroughness as the prime contractor. No subcontracting will be permitted under this contract unless it is proposed in the initial submission or formally agreed to by WHO/CEHA at a later time. In any event, the total responsibility for the contract rests with the prime contractor.

### **6.13 Place of Performance**

The primary work will be carried out at the Contractor's place of business.

### **6.14 Language**

The internals of the work performed for this project and management and contractual communications for this project will be executed in English, the consultancy's products (Reports) should be prepared in both languages, English and Arabic as deem necessary.

### **6.15 Confidentiality**

- 1) Except as explicitly provided in the Contract, the contractor shall keep confidential all information marked "confidential" which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the contractor, or (ii) the information was already known to the contractor (as evidenced by its written records) prior to becoming known to the contractor in the implementation and execution of this Contract; or (iii) the information was received by the contractor from a third party not in breach of an obligation of confidentiality.
- 2) The contractor, its employees and any other persons and entities used by the contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the contractor, its employees and any other persons and entities used by the contractor have access in the performance of this Contract.

### **6.16 Confidential Nature of Documents and Information**

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

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

### **6.17 Title Rights**

- 1) This is a work made for hire. WHO/CEHA shall be the owner of all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organization by the contractor.

- 2) WHO/CEHA reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At WHO/CEHA's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO/CEHA in securing such proprietary rights and transferring them to WHO/CEHA in compliance with the requirements of applicable law.

#### **6.18 Cancellation**

WHO/CEHA shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) At will with the provision of 30 days prior notice in writing;
- 2) In the event the contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract.
- 3) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the contractor and, in particular, the time of fulfilment, will not be respected.
- 4) In addition, WHO/CEHA shall be entitled to terminate the Contract (or part thereof) in writing with immediate effect (in addition to other rights, such as the right to claim damages) if, other than as provided in the paragraph above, the contractor is:
  - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from WHO/CEHA.
  - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

#### **6.19 Force Majeure**

No party to the Contract shall be responsible for a delay caused by force majeure: that is, a delay caused by strike, lock-out, foreign or civil war, or any other event outside his/her control, it being agreed, however, that WHO/CEHA shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of 30 days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the contractor shall, in accordance with the ownership rights referred to in clause 11.7, deliver to WHO/CEHA all work products and other materials so far produced.

- a. Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- b. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to WHO/CEHA, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify WHO/CEHA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance

that is not prevented by force majeure. On receipt of the notice required under this Article, WHO/CEHA shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- c. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, WHO/CEHA shall have the right to suspend or terminate this Contract, WHO/CEHA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 6.18 Cancellation, except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### **6.20 Use of WHO/CEHA name and emblem**

Without WHO/CEHA's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or his relationship with WHO/CEHA. In no case shall the Contractor use the name or the emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

#### **6.21 Successors and Assignees**

The Contract shall be binding upon the successors and assignees of the contractor and the Contract shall be deemed to include the contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of WHO/CEHA.

#### **6.22 Payment**

Payment will be made against presentation of an invoice for each deliverable and subject to WHO/CEHA's acceptance of each such deliverable. Any payments by WHO/CEHA to the contractor shall reflect any tax exemptions to which WHO/CEHA is entitled by reason of the immunity it enjoys. WHO/CEHA is exempt from all direct taxes, customs duties and the like and the contractor shall consult with WHO/CEHA so as to avoid the imposition of such charges. As regards to duties and other indirect taxes, the contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with WHO/CEHA to enable reimbursement thereof. Payment will be made only upon certification by the WHO/CEHA that the work has been performed in accordance with the contractual milestones. The Companies should have finalized their report in due time for the final payment including requested documents in the contract. In case of reporting delay that is not due to the conditions specified in WHO/CEHA Terms and Conditions and not expressly reported, WHO/CEHA reserves its rights to terminate the contract after a written notification to the company.

#### **6.23 Title to Equipment**

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



normal wear and tear.

#### **6.24 Insurance and Liabilities to Third Parties**

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

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

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

- a. Name WHO/CEHA as additional insured;
- b. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against WHO/CEHA;
- c. Provide that WHO/CEHA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

The Contractor shall, upon request, provide WHO/CEHA with satisfactory evidence of the insurance required under this Article.

#### **6.25 Settlement of Disputes**

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

#### **6.26 Observance of the Law**

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

#### **6.27 Authority to Modify**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against WHO/CEHA unless provided by an amendment to this Contract signed by the authorized official of WHO/CEHA.

#### **6.28 Privileges and Immunities**

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of WHO/CEHA in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

## **7. PERSONNEL**

#

### **7.1 Approval of Contractor Personnel**

WHO/CEHA reserves the right to approve any employee, subcontractor or agent furnished by the Contractor. All of the Contractor's employees, subcontractors or agents performing work under this Agreement must have appropriate levels of experience and be adequately trained to perform the services. WHO/CEHA reserves the right to undertake an interview process as part of the approval of Contractor personnel.

The Contractor acknowledges that the skill and experience of the Contractor's personnel proposed to be assigned to the project are material elements in WHO/CEHA's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties involving comparable employment by the Contractor while the project is in progress and for so long as there has been no suspension. Circumstances may arise, however, which necessitate that personnel be substituted during the progress of work due to delays or due to promotions, termination, sickness, vacation or other similar material change in the employment circumstance of the employee, at which time a replacement of comparable background and experience may be substituted, subject to approval of WHO/CEHA.

WHO/CEHA may refuse access to or require replacement of any employee, subcontractor or agent of the Contractor if such individual renders, in the sole judgment of WHO/CEHA, inadequate or unacceptable performance, or if for any other reason WHO/CEHA finds such individual does not meet its security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice. The replacement will be comparable in skills required and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

### **7.2 Project Managers**

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project including the Services. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project including the Services and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on a monthly basis in order to review the status of the project and provide WHO/CEHA with reports. Such reports shall include detailed time distribution information in the form requested by WHO/CEHA, which will be used to provide the Contractor's billing information to WHO/CEHA and shall cover problems, meetings, progress and status against the implementation timetable.

### **7.3 Foreign Nationals**

The Contractor shall verify that all its employees, agents and subcontractors are legally entitled to work in Jordan. WHO/CEHA reserves the right to request legally mandated Contractor-held

documentation attesting to the same for each employee, agent or subcontractor of the Contractor assigned to work on the project. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

#### **7.4 Compliance with WHO/CEHA's Policies**

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any WHO/CEHA policies and all WHO/CEHA reasonable written directions and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, WHO/CEHA policies or of other WHO/CEHA reasonable written directions and procedures, the Contractor shall immediately notify WHO/CEHA of such violation. WHO/CEHA, in its sole discretion, shall determine the course of action to remedy such violation, in addition to any other remedy available to WHO/CEHA in law or equity or under this Agreement.

#### **7.5 Ethical Behaviour**

WHO/CEHA, the Contractor and each of the Contractor's subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of this Agreement.

#### **7.6 Engagement of Third Parties and use of In-house Resources**

The Contractor acknowledges that WHO/CEHA may elect to engage Third Parties to participate in or oversee certain aspects of the project and that WHO/CEHA may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its subcontractors and their employees and agents cooperate, in good faith, with such Third Parties and with any WHO/CEHA in-house resources.

**Annex (1)**



**Request for Proposal  
RFP/GEF/2013/01**

**Proposal Submission Form**

**RFP/GEF /2013/01**

**Proposal Submission Form**

Dear Sir / Madam,

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

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

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

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

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Name and Title of**

**Authorising Officer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company Stamp**

**or Seal:**

**Annex (2)**



**Request for Proposal  
RFP/GEF/2013/01**

**Confidentiality Undertaking**

**RFP/GEF/2013/01  
Confidentiality Undertaking**

1. The WHO/CEHA has information which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as “the Information”).
2. WHO/CEHA is willing to provide to the Undersigned the Information for the purpose of preparing a response to the RFP/GEF/2013/01, provided that the Undersigned undertakes not to disclose the Information except to persons who are bound by like obligations of confidentiality and non-use as are contained in this Agreement.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO/CEHA and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the undersigned shall not be bound by any such obligations if he/she is clearly able to demonstrate that the information:
  - a. was known to him/her prior to any disclosure by WHO/CEHA to the Undersigned; or
  - b. was in the public domain at the time of disclosure by WHO/CEHA; or
  - c. becomes part of the public domain through no fault of the Undersigned; or
  - d. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality to WHO/CEHA.
4. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Name and Title of  
Authorizing Officer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_