



Food and Agriculture Organization of the United Nations

Request for Proposals

The office of the Food and Agriculture Organization of the United Nations in Jordan is in the process of soliciting offers for:

“Assessment of the risks from climate change and water scarcity on food productivity”

This RFP is one of the activities of the United Nation Country Team (UNCT) joint programme (JP) Titled “Adaptation to climate change to sustain Jordan’s MDG Achievement” funded by the MDG-F.

For more details (e.g Terms of Reference), interested firms are requested to access MOA’s website: <http://www.moa.gov.jo/> under Announcements.

The offer is to be submitted by hand to FAO/Jordan no later that 30th May 2010, in two sealed envelopes (financial and technical) addressed to:

Dr. Ahmed El-Miniawy

RFP # 2010/01 “Assessment of the risks from climate change and water scarcity on food productivity”

For more information, contact the FAO office in Amman at ; fao-jo@fao.org

FAO-Jordan

Billal Bin Rabbah Street

Shimesani-Amman

Building No.26

Request for Proposal (RFP)

10 May 2010

Dear Sir/Madam,

Subject: RFP for “Assessment of the risks from climate change and water scarcity on food productivity”

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

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

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

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 30th May 13:00hrs, **marked with FAO/RFP/2010/01**
“Assessment of the risks from climate change and water scarcity on food productivity”

Attention: Dr. Ahmed El-Miniawy

Telephone number: 5627219

Address: FAO-Jordan

Billal Bin Rabbah Street,

Bldg No. 26,

Amman-Jordan

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

Instructions to Offerors

A. Introduction

1. General

Purpose of proposal submitted by the Offeror.

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

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

5. Amendments of solicitation documents

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

In order to afford prospective Offeror's reasonable time in which to take the amendments into account in preparing their offers, the procuring FAO entity may, at its discretion, extend the deadline for the submission of Proposals, therefore kindly check with our FAO office and the Ministry of Agriculture website (WWW.MOA.GOV.JO) .

C. Preparation of Proposals

6. Language of the proposal

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

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

8. Proposal form

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

- (a) Management plan

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

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

(b) Resource plan

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

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

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

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

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

9. Proposal prices

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

10. Proposal currencies

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

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring FAO entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring FAO entity on the grounds that it is non-responsive.

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

12. Format and signing of proposals

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

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

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

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

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

(a) The outer envelope shall be addressed to –

Attention: Dr. Ahmed El-Miniawy

Telephone number: 5627219

Address: FAO-Jordan

Billal Bin Rabbah Street,

Bldg No. 26,

Amman-Jordan

and, marked with – **FAO/RFP/2010/01 “Assessment of the risks from climate change and water scarcity on food productivity”**

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

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

15. Deadline for submission of proposals

Proposals must be received by the procuring FAO entity at the address specified under clause *Sealing and marking of Proposals* no later than 23rd of May 2010, 13:00hrs local time.

The procuring FAO entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring FAO entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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

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

Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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

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

21. Evaluation and comparison of proposals

A two-stage procedure is 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).

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

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

Technical Evaluation Criteria

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

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach/Methodology

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	45					
1.2	General Organisational Capability which is likely to affect implementation (i.e. consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	65					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	30					
1.5	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work experience for FAO/ major multilateral/ or bilateral programmes	160					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach/Methodology							
2.1	To what degree does the Offeror understand the task?	60					
2.2	<p>Have the important aspects of the task been addressed in sufficient detail?</p> <ul style="list-style-type: none"> - Have the risk analysis outline the major impacts on the main elements of food security elaborated in the proposal. - Are the risk analysis outline the major risks with water scarcity ? - CC scenarios have been elaborated in the proposal ? - Has the approach include all agricultural activities in the country in the proposal. - Has the approach the mechanisms to overcome or alleviate the effect of these constrains included in the proposal. - Has the approach for the socio – economic study been elaborated in sufficient details. 	35					
		10					
		5					
		5					
		10					
		5					
2.3	Are the different components of the project adequately weighted relative to one another?	30					
2.4	<p>Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?</p> <ul style="list-style-type: none"> - Has sufficient literature review been conducted on the cropping patterns and land 	70					
		20					

	<p>use activities, and irrigation technologies for different agricultural activities in the country?</p> <ul style="list-style-type: none"> - Have the main factors affecting the food productivity in the country been researched and introduced? - Has a detailed data needs analysis been presented in the proposal? - Were all stakeholders and counterparts identified in the proposal? - Is the recommendations of Jordan Second National Communication to the UNFCCC reflected in the proposal? 							
		10						
		20						
		10						
		10						
2.5	<p>Is the conceptual framework adopted appropriate for the task?</p> <ul style="list-style-type: none"> - Is the FAO Profile for Climate Change , IPCC (AR 4) 2007 CC report and FAO Information Note “Agriculture, Food Security and Climate change in post-Copenhagen Process” suggested framework used in developing the proposal? - Is the adopted methodology developed in an integrated manner? 	60						
		40						
		20						
2.6	<p>Is the scope of task well defined and does it correspond to the TOR?</p> <ul style="list-style-type: none"> - Are the different parts, geographical and climactic components, etc. of the country covered by the proposal? - Are the different components of the socio – economic components covered by the proposal? - Does the proposal differentiate the impacts of CC on gender and the associated responses? 	150						
		60						
		50						
		40						
2.7	<p>Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?</p> <ul style="list-style-type: none"> - Is the proposal presented in an integrated manner? - Is the suggested time frame for different activities realistic? 	95						
		45						
		50						

		500					
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Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Team Leader Climate Change/food security expert		80					
		Sub-Score						
	General Qualification	65						
	Suitability for the Project							
	- International Experience	5						
	- Professional Experience in the area of CC, food security, water issues	10						
	- Experience in managing CC related projects.	10						
	- Experience in managing CC/food security related projects.	10						
	- Experience in cooperation with donor agencies in the area of CC/food security	5						
	- Knowledge of the region	25						
	Language Qualifications	15						
		80						

3.2	Senior Expert (Irrigation and wastewater reuse expert)		60						
		Sub-Score							
General Qualification		50							
Suitability for the Project									
	- International Experience	0							
	- Training Experience	5							
	- Professional Experience in CC change impacts and irrigation practices.	10							
	- Experience in donor agencies funded projects.								
	- Experience in food productivity/security management projects.	5							
	- Publications in the area of CC and/or food productivity/security	5							
		10							
	- Knowledge of the region	15							
Language Qualifications		10							
		60							
3.3	Senior Experts (Agricultural economics)		60						

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

Award of Contract

22. Award criteria, award of contract

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

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

23. Signing of the contract

Within 10 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

24. Performance security

Within 10 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 23 or Clause 24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

Vendor protest

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

Annex II

FAO

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name FAO as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the FAO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

FAO in compliance with the requirements of the applicable law.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

14.0 FORCE MAJEURE ; OTHER CHANGES IN CONDITIONS

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

the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

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

15.0 TERMINATION

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

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

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

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the FAO may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the FAO of the occurrence of any of the above events.

16.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the

privileges and immunities of the Food and Agriculture organization of the United Nations (FAO).

17.0 TAX EXEMPTION

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

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

Terms of Reference

For

“Assessment of the risks from climate change and water scarcity on food productivity”

Objective:

Conduct risk assessment of climate change and water scarcity to reduce climate change impacts on food security.

Deadline for Application: May 30, 2010.

Estimated Duration: 100 working days.

Starting Date: As soon as possible.

I. Background

Jordan made strategic advances towards the achievement of Millennium Development Goals (MDGs) including reduction of poverty rates from 21% in 1997 to 14% in 2005 (MDG 1), achieving adult literacy rate of 97% (MDG 2), infant mortality rate of 24 per 1000 (MDG 4), 97% access to water, and 65% access to sanitation (MDG 7). However these achievements are compromised by crippling water scarcity and aggravated by climate change, thus bringing about additional threats to health, food security, productivity, and human security.

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

supported by the FAO Water Governance Facility at SIWI as it is in line with the strategy for FAO's water governance programme. Other institutions, societies, and NGO's will be involved in the programme activities also.

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

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

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

Many challenges related to population increase put pressure on Jordan's natural resources where degradation is a significant constraint to sustainable agricultural development in the country. In particular, water scarcity is a major threat to achieving food security and reducing poverty, and widespread soil degradation through loss of agricultural and forest land to construction accelerates desertification in the region. Sustainable natural resource management includes watershed management integrating various aspects of forestry, agriculture, hydrology, ecology, soils, and physical climatology among others.

The government agencies will be responsible for implementing the project strategies and will benefit from the training programmes to improve their capacity. Research institutions will also benefit from the capacity building programmes and their participation will ensure quality data generating to be used in developing the policy framework. They also will be involved in the training of local communities. The local community and NGO's will be involved in training, experimentations and monitoring. Many of the local communities will be participating in the programme as individuals or as local community based institutions.

This joint programme includes two overall objectives to achieve the outcomes identified by the programme stakeholders:

1. - The first objective aims to secure reliable sources of water supply in spite of potential pressure due to climate change through adopting water resource management plans that ensure more water supply to health and food production;
2. The second objective focuses on adopting suitable mechanisms for adaptation to climate change in food production and health.

Context:

Climate change will affect all four dimensions of food security: food availability, food accessibility, food utilization and food systems stability. It will have an impact on human health, livelihood assets, food production and distribution channels, as well as changing purchasing power and market flows. Its impacts will be both short term, resulting from more frequent and more intense extreme weather events, and long

term, caused by changing temperatures and precipitation patterns.

People who are already vulnerable and food insecure are likely to be the first affected. Agriculture-based livelihood systems that are already vulnerable to food insecurity face immediate risk of increased crop failure, new patterns of pests and diseases, lack of appropriate seeds and planting material, and loss of livestock (FAO 2008).

FAO's role is to assist Member Countries, in particular developing countries, which are vulnerable to climate change, to enhance their capacities to confront the negative impacts of climate variability and change on agriculture. FAO has adopted a "no regrets" approach, emphasizing measures that should be taken in any case - even in the absence of climate change - because they improve the efficiency of present practices in agriculture. The Organization is experienced in the analysis of multi-faceted agricultural and environmental issues across-sectoral borders. In Jordan, FAO has direct contact with the concerned Ministry of Agriculture, Ministry of Water and Irrigation, Greater Amman Municipality, research centers as well as farmers and organizations.

FAO seeks to contribute to this Programme by improving rural and urban linkage in adaptive capacity to climate change through improved awareness of efficient and sustainable agricultural practices, water use efficiency, water harvesting, reuse of wastewater for agriculture and forestry, and overall optimal management of natural resources.

Competing sectoral demands for water will increase pressure on the agriculture sector (using approximately 75% of water resources) , and FAO has developed the intersectoral transfers of water, in particular the economic framework and the water quality evaluation for wastewater reuse in agriculture as well as incentives for farmers in agricultural climate neutrality and paying farmers for environmental services to encourage them to make adaptive changes in their agricultural practices. The value of mitigating and adapting to climate change needs to be established through the operation of market forces.

Other water productivity strategies that FAO promote include reducing soil evaporation through conservation agriculture practices that also sequester carbon in soils; development of water-efficient, temperature- and salt-tolerant crop varieties; enhanced soil fertility in increasing yields per unit of water utilized; measures to decrease runoff from cultivated land; reduction in crop water requirements through microclimatic changes; reuse of wastewater and nutrients; introduction of cropping systems that buffer extreme weather events; improvement of water control in small scale agriculture as adaptation strategies, development of drip irrigation, etc. FAO has many comparative advantages to support an integrated Programme due to their large technical experiences in dealing with agricultural research, training of farmers, capacity building of institutions and governments in legal, policy, regulatory and planning framework.

Accurate baseline data does not currently exist on agricultural productivity and the potential impact of climate change on food security in the country, cropping patterns, efficiency, etc.

Poor in rural areas in Jordan are expected to face the most severe consequences of climate change through disruption of livelihood options that depend on natural resource management.

The expected impacts of climate change, particularly reduced agricultural productivity and water availability threaten livelihoods and create huge insecurity for people's livelihood. Poor families and

households are the most vulnerable group to climate change impacts and deserve the priority consideration in designing appropriate adaptive measures. The poor rural areas in Jordan are already threatened with the high increase in energy prices and food commodities and increased inflation figures. Climate change will act to further exacerbate deteriorating living conditions.

The majority of small scale and family farms still use traditional, wasteful methods of irrigation which contribute to both low yield efficiency and not overexploitation of water resources. The introduction of modern and sustainable irrigation systems and the reuse of treated wastewater could result in higher efficiency of water use. The shift to water scarcity-tolerant crops will also be a vital transition for reducing water consumption and improved use efficiency.

The activities in this programme include the risk assessment of climate change on water scarcity and identification of adaptation measures to reduce climate change impacts on food productivity. Identified adaptation options will be measured and piloted at the farm level to demonstrate to the local communities how adaptation would reduce climate change impacts on productivity. In addition, the use of treated wastewater would compose an additional water resource, but should be treated carefully to minimize health impacts and increase productivity. The programme will also test on farm options and scale up interventions at the national level and translate these successes into policy frameworks

The FAO component under this programme will also focus on women farmers as an essential group in the adaptation process. This would require concerted public as well as decision makers awareness campaigns to promote the role of women farmers, build their capacity and address their specific concerns.

II. Scope of the Assignment

Under the above mentioned , the Outcome 2 of the program Output number 2.1 which is entitled “**Improved rural sector adaptive capacity for climate variability and change**” has to be implemented in close cooperation with the Ministry of Agriculture (MoA), and municipalities and local communities.

In order to achieve this output, many activities will be carried out such as:

- Series of studies
- Surveys
- Field studies,
- Interviews, .
- Consultations by individual researchers and/or consultative firms and companies.

Objective of the assignment:

Assess the risks from climate change and water scarcity on food productivity.

The activities for this assignment include the following:

- Conduct risk assessment inventory.
- Identify the potential constraints (risks).

- Suggest mechanisms to overcome or alleviate the effect of these constraints.

III. Scope of work

The working team (hereinafter referred to as the consultant) will identify the Climate Change situation in Jordan and its impact on food security.

The consultant should utilize previous work on climate change impact on agriculture such as SNC (Second national Communication) results and develop it further. The analysis should be supported by all the necessary data information and references. The main counterpart will be the Ministry of Agriculture, which will coordinate with the other stakeholders.

This specific consultation is designed to carry out the following activities :

- Conduct risk assessment inventory from climate change and water scarcity on food productivity for the whole country.

1. The analysis should distinguish between rainfed , irrigated agricultural lands with groundwater and non conventional source of water (treated wastewater reuse, desalinated water, ...) for different agricultural practices.

Examples of significant areas for the study include the Zarqa river basin, Yarmouk river basin, dead sea basin, Jordan valley basin and southern basin systems (Mujub, Wala and Tnour).

2. The analysis should include all agricultural activities in the country such as crop and trees production and animal production with extrapolations of existing socio-economic trends as related to food security.
3. The analysis should also address the economic and financial impacts of climate change on cropping patterns and land use activities, irrigation technologies and efficiencies.

- **Identify the potential constrains (risks) and their impacts on food security.**

1. The analysis should include the Climate scenarios/projections in mean and variability and outline the major impacts on the main elements of food security (availability, stability, utilization, and access).
2. The analysis should include detailed Climate Risk Analysis on food security outlining the major risks and their levels, methods of risks determination and their impact on different elements of food security. Also the activity include the identification of the information gap of the existing documentation, like National Reform and Development Plans and Strategies. Suggest mechanisms to overcome or alleviate the effect of these constrains in consultation with stakeholders.

III TIMETABLE & DELIVERABLES

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

Order	Task	Deliverable	Date
1	Submit the detailed work plan, the timeframe, and the table of contents of the deliverables.	Report.	2 weeks of signature
2	Carry out one meeting with relevant stakeholders to launch the process.	Report.	3 weeks of signature
3	Conduct comprehensive risk assessment inventory. <ul style="list-style-type: none">• Review national agricultural strategy, policies, and action plan as well as other related policies.• Stock-take of the Climate Change situation in Jordan: Current Vulnerability Assessment and Future Climate-Risks Assessment and their impact on food security	Report	6 weeks of signature
4	<ul style="list-style-type: none">• Identify the potential constraints (risks) of climate change on food productivity.• Identify gaps in these policies as related to climate change impact on food security	Report	8 weeks of signature
5	Suggest mechanisms to overcome or alleviate the effect of these constraints.	Report	10 weeks of signature

6	Formulate an executive summary on the risk assessment and potential constraints	Executive summary	11 weeks of signature
7	Submit the final draft report	Report	12 weeks of signature
8	Conduct national dissemination workshop to the involved stakeholders and programme professionals on the findings of the whole assignment findings, results, and recommendations.	Report	13 weeks of signature
9	Submit the final report taking into consideration workshop outcomes and FAO comments.	Report	14 weeks of signature

All deliverables shall be in both two soft copies and two hard copies.

Timeframe

It is estimated that the assignment will need 100 working days to be accomplished.

III. Other Issues

IV. QUALIFICATIONS AND PAYMENTS

Consultant Qualifications

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

1. Climate change/food security expert with a postgraduate degree in land management or Agronomy, climate change or related fields and with a work experience of at least 8 years.
2. Irrigation and wastewater reuse expert with a postgraduate degree in related fields and with a work experience of at least 10 years.
3. Agricultural economist with a postgraduate degree in Ag. Economics, or related fields and with a

work

The team has to show a proven real experience in Climate Change and financing mechanisms in general and in the Middle East in particular, policy and institutional knowledge in the Climate Change sector, and excellent oral and written communication skills in Arabic and English. Additional needed skills are:

- Experience in Programme/Project development,
- Experience in international best practices in Climate Change,
- Experience in strategies for assisting developing countries,
- Good knowledge of local context (culture, politics, and geography).
- Experience in working with international organizations

Logistics

The Consultant will be contracted by the FAO-Jordan Office. The consultant will work under the overall supervision of the FAO Representative in Jordan, the budget holder Dr. Ahmed Elminiawy, the technical supervision of the FAO Lead Technical Unit, and in close collaboration with the national project coordinator Dr. Saeb Khresat. All the work will be done in Jordan.

To Apply

Proposals must comprise of the following documents:

- 1) Detailed updated Curriculum Vitae with supporting documents of all team members;
- 2) Cover letter;
- 3) Profile of the consultative firm;
- 4) Technical approach to the Terms of Reference; and
- 5) Financial proposal (in US Dollars).

Interested Consultants are requested to submit two copies of their proposals (one hard copy and one soft copy), by hand only, specifying the project UNJP/JOR/015/SPA 'Adaptation to Climate Change to Sustain Jordan's MDG Achievements' before close of business at or before 15:00 hours on Thursday, May 20, 2010, to the FAO Office in Amman, (26 Billal Bin Rabah st. , Shmeisani, Tel. 06-562-7219)

Monitoring/Certifying Officer

Monitoring and certifying officer is Dr. Ahmed El-Miniawy, FAOR Jordan.

V. MANAGEMENT & SUBCONTRACTING

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

Functions of the Team Leader

The key functions of the team leader include:

- Act as the main focal point to coordinate with FAO, MOA and the Project Committees.
- Plan and manage the overall day-to-day activities.
- Ensure progress and implementation of activities.
- Be responsible for all deliverable within the agreed time frames
- Supervise and manage subcontractors, while maintaining full responsibility for achievements of the tasks and ensuring measures for quality control are kept. Subcontracting other organizations will be the responsibility of the Research Agency.
- Establish and maintain strong linkages throughout the study period with the Ministry of Environment and the Ministry of Water and Irrigation's Climate Change Unit.

All work will be done in Jordan.

RFP contents, format, and application deadline

Proposals must comprise of the following documents:

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

VI. REPORTING REQUIREMENTS

- Bimonthly progress reports on activities and achievements to be submitted to FAO & MOA starting the date of signature of contract: Continuous failure to submit timely progress reports grants FAO the right assume that there was no progress throughout the unreported period. The report should include:
 - Progress during the reporting period compared to the implementation plan and timetables
 - Constraints encountered and solutions proposed
 - Annexes of schedule of meetings specifying team achievements during the reporting

period, lists of documents reviewed, list of all interviewees including organizations representatives and members of the community

- A mission report must be submitted upon completion of the assignment
- Any suggestion for deviation from the approved proposal must be elaborately submitted for approval by the FAO

VII. TERMS OF PAYMENT

- a) The payments will be made as follows:
 - i) (30%) upon signature of the present Agreement;
 - ii) (50%) upon acceptance by FAO of the final draft report.
 - iii) (20%) upon acceptance by FAO of the statement of expenditure and the final report
- b) The above amounts will be paid in the currency stated above.
- c) FAO will make the above-mentioned payments in accordance with the banking instructions provided below by the Recipient Organization.

VIII. IMPORTANT NOTES ON PROPOSAL SUBMISSION

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

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

The consultant will be selected through a competitive and transparent bidding process in accordance to FAO rules and procedure

