

**Centre for Environment and Development for the Arab Region and Europe (CEDARE)
Monitoring and Evaluation for Water in North Africa (MEWINA)**

**REQUEST FOR PROPOSALS
Of
Assessment of Monitoring and Evaluation
Systems & Water Indicators for 6 North
African Countries and 4 Transboundary
Basins

Quality and Cost Based Selection (QCBS)**

SECTION 1 LETTER OF INVITATION**Cairo 10/05/2012****RFP No: 1/2012; Grant No. 5600155002351**

Dear's

1. The **Center for Environment and Development for the Arab Region and Europe (CEDARE)** (hereinafter called the "**Recipient**") has received financing from "**the African Water Facility/African Development Bank**" (hereinafter called **The Bank**) towards the cost of **Monitoring and Evaluation for Water In North Africa (MEWINA)**, and intends to apply a portion of the funds to eligible payments under the Contract for which this Request for Proposals is issued.
2. (**CEDARE**) now invites proposals to provide the following consulting services (hereinafter called "Services"): **Assessment of Monitoring and Evaluation Systems & Water Indicators for 6 North African Countries and 4 Transboundary Basins** More details on the Services are provided in the attached Terms of Reference.
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 - 1-Euroconsult Mott MacDonald & Chemonics
 - 2-AHT Group AG
 - 3-WYG International & PACER
 - 4-DELTARES
 - 5-Lahmeyer International & EGEC
 - 6-MISR CONSULT
4. This invitation cannot be transferred to another firm.
5. A Consultant will be selected under the Quality and Cost-Based Selection (QCBS) procedure as described in this RFP, in accordance with the Rules and Procedures for the Use of Consultants of the Bank.
6. The RFP includes the following documents:

Section 1 - Letter of Invitation (LOI)
Section 2 - Instructions to Consultants (ITC)
Section 3 – ITC Data Sheet
Section 4– Format for Technical Proposal
Section 5– Format for Financial Proposal
Section 6 - Terms of Reference
Section 7 - Standard Form of Contract

7. Please inform us in writing at

Mailing Address

CEDARE
2, El Hegaz Street
Roxy, Heliopolis,
Cairo, Egypt

Attention

Title: MEWINA Regional Coordinator
Department: water Resources
Fax: +202-2259-5673

or by E-mail :

namcow@cedare.int

- (a) *that you have received this RFP; and*
- (b) whether you intend to submit a proposal alone or in Joint Venture with other Firms

Yours sincerely,



[Dr. Khaled AbuZeid]

[MEWINA Regional Coordinator]

SECTION 2 INSTRUCTIONS TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the Data Sheet will select a Consulting Firm (referred to as “the Consultant”) from those listed in the Letter of Invitation, in accordance with the method of selection based on Quality and Cost (QCBS) You are hereby invited to submit a technical and financial proposal for the consulting services required for the Assignment named in Section 3 – ITC Data Sheet (referred to as “Data Sheet”).Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory evaluation of performance of the previous phase.

1.4 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

1.5 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including any visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

1.7 We wish to remind you that in order to avoid conflicts of interest, (i) any firm providing goods, works, or services with which you are affiliated or associated, is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and (ii) any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

2. DOCUMENTS

2.1 To prepare a proposal, please use the attached Documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than fifteen (15) days before the proposal submission date. Any request for clarification in writing, or by E-mail shall be sent to the Client’s address indicated in the Data Sheet. The Client shall respond in writing or by E-mail to such requests, and copies of the response shall be sent to all invited Consultants.

2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify

the Documents by amendment. The amendment shall be sent in writing or by E-mail to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in the language specified in the **Data Sheet**.

Technical Proposal

3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

3.3 During preparation of the technical proposal, you must give particular attention to the following:

- (i) A firm that has not been shortlisted cannot form a Joint Venture with a consulting firm on the shortlist to provide the requested services.
- (ii) Subcontracting part of the Assignment to domestic consultants is considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet. Subcontracting costs may not exceed 25 percent of the total proposed contract price. Sub-consultants shall satisfy the conditions of eligibility required by the Bank.
- (iii) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number.
- (iv) The key professional staff proposed for the assignment who shall be permanent employees of the firm are indicated in the Data Sheet.
- (v) Proposed staff must have experience outside their own country, preferably under conditions similar to those prevailing in the country of the Assignment.
- (vi) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vii) Study reports must be in the Language(s) specified in the Data Sheet. Working knowledge of the national language by the firm's personnel is recommended.

3.4 Your technical proposal shall provide the following and any additional information, using the format attached in Section 4 – Format for Technical Proposal

- (i) A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement.
- (ii) Any comments or suggestions on the TOR, and a description of the methodology (work plan) that the Consultants propose to execute the services, illustrated with bar charts of activities and graphics of the Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type, if appropriate.

- (iii) The composition of the proposed staff team, the tasks which would be assigned to each, and their timing.
 - (iv) CVs recently signed by the proposed key professional staff or an authorized manager in the home office. Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years.
 - (v) Estimates of the total time effort (person x months) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff member.
 - (vi) The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
 - (vii) If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.
- 3.5 The technical proposal shall not include any financial information.

Financial Proposal

3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff (foreign and local, in the field and at headquarters), subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys. These costs should be broken -down into foreign and local costs. Your financial proposal should be prepared using the formats attached in Section 5 – Format for Financial Proposal.

3.7 The Consultant may be subjected to any local identifiable indirect taxes (such as, sales tax, VAT, excise tax, or any similar taxes or levies and income tax payable to the Client's country on the remuneration of non-resident experts) levied on the amounts payable by the Client for the services rendered under the Contract. The Client shall specify in the Data Sheet the consultants' local tax liability. Any payment related to such taxes shall not be included in the Consultant's Financial Proposal, knowing that they are not included in the evaluation but will be discussed during the contract negotiation and the related amount shall be included in the Contract.

3.8 Costs may be expressed in the currency of any member country of the Bank.

4. SUBMISSION OF PROPOSAL

4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. An authorized representative of the Consultant shall sign both the Technical and Financial Proposals and initial all the pages of both. The authorization shall be in the form of a written power of attorney attached to the Proposal, or any other means proving that the representative was authorized to sign. The signed technical and financial proposals shall be marked "Original".

4.2 Each technical and financial proposal shall be in a separate envelope indicating "ORIGINAL" or "COPY", as appropriate. The original and all copies of technical proposals shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original and all copies of financial proposals shall be placed in a sealed envelope marked "Financial Proposal."

These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked:

“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE.”

4.3 In the event of any discrepancy between the copies of the proposals, the original shall govern. The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the key professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. WITHDRAWAL OF PROPOSAL

5.1 Proposals may be withdrawn by written notice duly signed by the authorized representative in conformity with the provisions in paragraph 4.1 and 4.2 received at any time prior to award. Proposals may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the withdrawal of the offer prior to award.

6. MODIFICATION OF PROPOSAL

6.1 Except as otherwise decided by the Client, modifications to proposals must be received not later than the closing date and time specified for receipt of proposals made in response to the request for proposals. Modifications must be made by written notice signed by the authorized representative in conformity with the provisions in paragraph 4.1 and 4.2 which clearly identifies the proposals being modified, the nature of the modification, the reference of the request for proposals as well as the closing date and time for receipt of proposals. Modifications must be delivered in writing to the office designated for receipt of proposals with the reason(s) for the modifications.

7. PROPOSAL EVALUATION

7.1 A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score, as indicated below.

Technical Proposal

7.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the **Data Sheet**. Each responsive proposal shall be attributed a technical score (*St*). Firms scoring less than the minimum qualifying technical score mentioned in the Data Sheet shall be rejected and their financial proposals returned unopened.

7.3 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals of the technical

points assigned to each Consultant. The Client shall simultaneously (a) notify those Consultants whose Proposals did not meet the minimum qualifying technical score or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process and (b) notify, in writing, the Consultants that have secured the minimum overall technical score and inform them about the date, time and location for the opening of the Financial Proposals. The Financial Proposals opening date should be set to allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional and is at Consultant's option.

Financial Proposal

7.4 The Financial Proposals shall be opened in the presence of the representatives of Consultants whose proposals have passed the minimum technical score. The names of the Consultants, and the overall technical scores, including the break-down by criterion shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. A copy of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

7.5 The evaluation committee, after determining whether the financial proposals are complete and without computational errors, shall convert prices in various currencies to the common currency specified in the **Data Sheet**. The official selling rates used shall be provided by the source indicated in the **Data Sheet** and in effect on the date of submission of the proposals. The lowest financial proposal (F_m) shall be given a financial score (S_f) of 100 points. The financial scores of the proposals shall be computed as follows:

(F = amount of financial proposal converted in the common currency)

Final Ranking

7.6 Proposals shall finally be ranked according to their combined technical (S_t) and financial (S_f) 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**:

8. NEGOTIATIONS

8.1 Prior to the expiration of the validity of the proposal, the Client shall notify in writing or by E-mail the successful Consultant that submitted the proposal with the highest combined technical and financial score, that its proposal had been retained, and invite it to negotiate the Contract.

8.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

8.3 Negotiations shall commence with a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions that have been made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall

indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Consultants within the available budget and to defining clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

8.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).

8.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

8.6 The negotiations shall be concluded with a review of the draft form of the Contract. The Client and the Consultants shall finalize the Contract to conclude the negotiations. If negotiations fail, the Client shall invite the Consultant that received the second highest score to Contract negotiations.

9. AWARD OF CONTRACT

9.1 After completing negotiations, the Client shall award the Contract to the selected Consultant, publish as soon as possible in UNDB on line and on the Bank's Internet website the award of the Contract, providing the following details: (a) the names of the Consultants who submitted proposals, (b) the technical points assigned to each Consultant, (c) the evaluated price of each Consultant, (d) the final points ranking of the Consultants and, (e) the name of the winning consultant with the price, duration and summary scope of the contract. Simultaneously, the Client will also notify the above information to all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

9.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. CONFIDENTIALITY

1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

11. CORRUPT OR FRAUDULENT PRACTICES

11.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank Financing), as well as consultants and their subcontractors under Bank-financed contracts, observe the highest standard of ethics¹ during the selection and execution of such contracts. In pursuance of this policy², the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

"*Corrupt practice*" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

"*fraudulent practice*" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

"*Collusive practices*" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

"*Coercive practices*" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive, practices in competing for the contract in question;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the financing were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a consultant, including declaring the consultant ineligible either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if the Bank at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

1

¹ In this context, any action taken by a consultant or its sub-consultants, sub-contractors, to influence the selection process or contract execution for undue advantage is improper.

2

¹ See the Bank's "Rules and Procedures for Whistleblowing and Complaints Handling in the Bank"; and the "Guidelines for Preventing & Combating Corruption & Fraud in Bank Group Operations".

(e) Will have the right to require that, in contracts financed by the Bank, a provision be included requiring consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

**SECTION 3 INSTRUCTIONS TO CONSULTANTS
DATA SHEET**

Instruction to Consultants Clause N°:	
1.1	The name of the Assignment is: Assessment of Monitoring and Evaluation Systems & Water Indicators for 6 Countries and 4 Transboundary Basins The name of the Client is: Centre for Environment and Development for the Arab Region and Europe (CEDARE)
1.2	The description and the objectives of the Assignment are: Assessment of Monitoring and Evaluation Systems & Water Indicators for 6 North African Countries and 4 Transboundary Basins
1.3	Phasing of the Assignment : <u>The assignment will be implemented in one phase</u>
1.4	Pre-Proposal Conference: Yes , 15days before dead line,11:00 AM, CEDARE, Cairo, Egypt The name(s) and address(es) of the Official(s) is(are): <u>Dr. Khaled AbuZeid, CEDARE. 2 ElHegaz Street, Heliopolis, Cairo, Egypt</u> <u>Dr. Mohamed Rami, CEDARE, . 2 ElHegaz Street, Heliopolis, Cairo, Egypt.</u>
1.5	The Client shall provide the following inputs:_ 1-Training Workshop logistical arrangements: at the beginning of the mission to familiarize the project stakeholders with the methodology and template, the workshop will be organized by and financed by the MEWINA RPMU at CEDARE. Training will conducted by the Consultant, and Training Material will be delivered by the Consultant 2- MEWINA National Project Coordination Teams and offices for the facilitation of national meetings.
2.1	The Documents are: 1-Pan African Water Sector M&E Assessment (Volume I: Main Report). 2-Pan African Water Sector M&E Assessment (Volume II, Rapid M&E Assessment Template). 3-Section 4 FORMAT FOR TECHNICAL PROPOSAL 4-Section 5 FORMAT FOR FINANCIAL PROPOSAL 5-Section 6 TERMS OF REFERENCE 6-Section 7 FORM OF CONTRACT AND APPENDICES
2.2	The address is: <p style="text-align: center;">CEDARE 2, El Hegaz Street Roxy, Heliopolis, Cairo, Egypt</p> <p style="text-align: center;">Attention Title: MEWINA Regional Coordinator Department: water Resources Fax: + 202-2259-5673</p>
3.1	The language is: <u>English</u>
3.3	(i)A shortlisted firm may form a Joint Venture with another shortlisted firm. NO

Instruction to Consultants Clause N°:	
	<p>(ii)The same sub-consultant may participate in several proposals. YES</p> <p>(iii)The estimated number of key professional staff months is: 10 person.month</p> <p>(iv)The key proposed staff proposed for the assignment who shall be permanent employees of the firm are the following: _ _The Team Leader_____</p> <p>(vii)Reports must be written in the following language(s): <u>English, French and Arabic</u></p>
3.4	(vii) Training is an important feature of this Assignment: No
3.7	Local tax liability, insurances (description or reference to appropriate documentation): The African Development Bank and its operations and transactions shall be exempt from all taxation and from all customs duties (according to Article 57.1 in the establishing agreement of the ADB). Any payment related to such taxes should not be included in the Consultant's Financial Proposal.
4.1	The number of copies of the proposal required is: <u>One original Technical proposal and one original Financial proposal and two copies of each.</u>
4.2	<p>The address is: CEDARE 2, El Hegaz Street Roxy, Heliopolis, Cairo, Egypt Title: MEWINA Regional Coordinator Department: Water Resources</p> <p>Attention</p> <p>E-mail: namcow@cedare.int Facsimile: +202-2259-5673 The information is: MEWINA Technical Proposal, and MEWINA Financial Proposal.</p>
4.4	The date and time of proposal submission are: 7June 2012 , 12 PM
4.5	<p>Validity period (days, date): 90 days The location is: CEDARE 2, El Hegaz Street, Roxy, Heliopolis, Cairo, Egypt</p>

7.2

The points given to the technical evaluation criteria are:

Points³

(i) Criterion 1: Consultants/Firms specific experience relevant to the Assignment

(10)

3

¹ The actual percentage figures to be used shall fit the specific assignment and shall be within the ranges indicated.

The specific experiences to be taken into account for this criterion will be those related to: (i) *State of the Water Indicators, and Water Resources (WR) & Water Supply & Sanitation (WSS) Assessment*; (ii) *Experience in Transboundary Surface and Ground Waters Studies*; (iii) *Experience in Water Information Systems Assessment, Management & Development*.

- (ii) Criterion 2: The quality of the methodology proposed (30)
- (iii) Criterion 3: The qualifications of the key staff proposed for the Assignment (60)

Total Technical Score: 100

The percentages that will be considered for the evaluation of criterion 1 are:

- 1. *State of the Water Indicators, and Water Resources (WR) & Water Supply & Sanitation (WSS) Assessment* (50%)
- 2. *Experience in Transboundary Surface and Ground Waters Studies* (30%)
- 3. *Experience in Water Information Systems Assessment, Management & Development* (20%)

The percentages that will be considered for the evaluation of criterion 2 are:

- 1. *Schedule of Activities and consistency with TORs.* (20%)
- 2. *Quality of the Methodology of conducting rapid assessment, assessing country used indicators & identifying indicators for state of the water reporting.* (80%)

The percentages that will be considered for the evaluation of criterion 3 are:

- a **General Qualifications (20%)**
Education and years of experience in the field of Water Resources, Water Supply & Sanitation (or Transboundary Surface Water or Transboundary Groundwater or Information Systems accordingly).
- b **Adequacy for the assignment: (50%)**
Specific experience in line with the assignment and in line with the required experience in each Expert's Profile described in the TORs.
- c **Experience in the region: (30%)**
Knowledge of the Arabic language in addition to English, & previous experience with water institutions in North African Countries .

For the evaluation of criterion 3 mentioned above, the 4 key staff will be evaluated first on the basis of the 60 points (allocated to criterion 3) using the above mentioned detailed sub-criteria percentages. Then, and due to the relative importance of each key staff within the team, the Total Score obtained on the basis of the 60 points will be multiplied by its relative weight as follows:

Key Staff Relative Weight

<i>M&E Country Assessment Specialist</i>	40%
<i>Transboundary Surface Waters M&E Specialist</i>	25%

<i>Groundwater M&E Specialist</i>	25%
<i>Information Systems Specialist</i>	10%
TOTAL	100%

The Consultant/firm's Total Score for criterion 3 will be the sum of each key staff Total Score taking into account its relative weight within the team.

The minimum qualifying Total Technical Score⁴ is _____ **70** _____

7.5	The currency is: EURO The source is: (Central Bank)
7.6	T = <u>0.80%</u> F = 0.20% _____
9.2	Commencement of Assignment (date, location): June 21th 2012, North Africa, Egypt

SECTION 4
FORMAT FOR TECHNICAL PROPOSAL

TECHNICAL PROPOSAL

FROM: TO:

Sir/Madam:

Subject: Hiring of Consultancy Service for CEDARE / MEWINA

Regarding Technical Proposal

I/We _____ Consultant/Consultancy firm herewith enclose a Technical Proposal for selection of my/our firm/organization as Consultant for conducting the CEDARE/MEWINA consultancy on “Assessment of Monitoring and Evaluation Systems & Water Indicators for 6 North African Countries and 4 Transboundary Basins”.

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name ____
Designation ____
Address _____

FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years Which Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted.

Assignment Name:	Country:	
Location within Country:	Professional Staff Provided by Your Firm:	
Name of Client:	N ^o of Staff:	
Address:	N ^o of Staff Months:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD):
Name of Associated Firm(s), if any:	N ^o of Months of Professional Staff Provided by Associated Firm(s):	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultants' Name:

**APPROACH PAPER ON METHODOLOGY PROPOSED
FOR PERFORMING THE ASSIGNMENT**

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR):

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- etc.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter pages.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page.]

Languages:

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio data correctly describe myself, my qualifications and my experience.

Signature of Staff Member or authorized official from the firm

Date: _____

Day/Month/Year

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Reports Due/Activities	Weeks (in the form of a Bar Chart)												Number of Weeks
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full Time: _____ Reports Due: _____
 Part Time: _____ Activities Duration: _____

Yours faithfully,

Signature _____
 (Authorized Representative)

Full Name _____
 Designation _____
 Address _____

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK EACH WOULD BE ASSIGNED TO EACH TEAM MEMBER

1. Technical/Managerial Staff		
Name	Position	Task Assignment

2. Support Staff		
Name	Position	Task Assignment

WORK PLAN/TIME SCHEDULE

1.Field Investigation (Month from date of assignment)													
Weekly Program (in the form of a Bar Chart)													
Items of Work/Activities	1	2	3	4	5	6	7	8	9	10	11	12	

2.Completion and Submission of Reports (as indicated under Appendix B enclosed with General Conditions of Contract)	
Reports	Date
1- 6 National Rapid Assessment Reports	Month 2
2- North Africa Regional Rapid Assessment Report	Month 2
3- 4 Transboundary Rapid Assessment Reports	Month 2
4- Standardization and Harmonization Framework Report	Month 3
5- Sub-Regional Action Plan for MDGs Reporting Mechanism Report	Month 3
6- Training & Reporting workshops' brief Reports	Month 4
7- Report on the recommended "State of the Water, Aquifer, & Basin" indicators	Month 4
8- Overall Report	Month 4

SECTION 5

FORMAT FOR FINANCIAL PROPOSAL

FINANCIAL PROPOSAL

FROM: TO:

Sir/Madam:

Subject: Hiring of Consultancy Service for

Regarding Price Proposal

I/We __ Consultant/Consultancy firm herewith enclose the Price Proposal of my/our firm/organization as Consultant for __.

Yours faithfully,

Signature _____
 (Authorized Representative)

Full Name _____
 Designation _____
 Address _____

SCHEDULE OF SUMMARY PRICE PROPOSAL

Name of Activities	Currency	Amount	
		In Words	In Figures
Total Amount:			
Note: Breakdown of the total price shall be as per Section5, page 3.			

BREAKDOWN OF SUMMARY PRICE

For Activity N°: _____ Name: _

Price Component	Currency	Amount
Remuneration for basic services		
Out-of-pocket expenses		
Miscellaneous expenses		
Subtotal:		

Note: The above form is to be filled up separately for each activity mentioned in Section 5, page 2.

CONSOLIDATED SUMMARY FOR REMUNERATION IN RESPECT OF BASIC SERVICES

For Activity N^o: _____ Name: _

Name	Position	Staff-Months	Monthly Rate	Total Amount Expected to be Paid
Total:				

Note: This form is to be filled out separately for each activity mentioned in Section 5, page 2.

OUT-OF-POCKET EXPENSES

For Activity N°: _____ Name: _

S. N°	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Return flights between _____ and ____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Trip			
4.	Local transportation costs ¹				
5.	Office rent/accommodation/clerical asst.				
	Total:				

Note: This is to be filled out separately for each activity mentioned in Section 5, page 2.

¹ Local transportation costs are not included if local transportation is being made available by Client. Similarly, in the Project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by Client.

MISCELLANEOUS EXPENSES

For Activity N°: _____ Name: _

S. N°	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and __ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Translation				
4.					
5.					
	Total:				

Note: This is to be filled out separately for each activity mentioned in Section 5, page 2.

SECTION 6.

TERMS OF REFERENCE

SPECIFIC TERMS OF REFERENCE

MDGS MONITORING AND EVALUATION FOR WATER IN NORTH AFRICA (MEWINA) – COMPONENT I ASSESSMENT OF EXISTING MONITORING AND EVALUATION SYSTEMS FOR NORTH AFRICAN COUNTRIES

1. BACKGROUND

Algeria, Egypt, Libya, Mauritania, Morocco and Tunisia constitute the Northern Region of Africa and are the member countries of the Northern Region of the African Ministerial Council on Water (AMCOW), commonly named N-AMCOW. The countries have decided to harmonize and standardize their Water Sector monitoring and evaluation framework. The total population of the six countries was 219.4 million habitants in 2008. The six North African countries have 32,160 km³ of annual exploitable water resources, comprised of 24,610 km³ of renewable surface water, and 7,550 km³ of renewable groundwater. With less than 600 m³ per habitant per year, they are considered as water scarce. The water resource is shared between 3 or more other countries. The average dependency ratio, which measures the ratio between internal and external water resources is 58, 76 %, and vary from 0% for Morocco to more than 96% for Egypt and Mauritania. The major Transboundary water resources they share are the Nile River (for Egypt), the Senegal River (for Mauritania), the Nubian Sandstone Aquifer System (for Egypt and Libya), the North Western Sahara Aquifer System (Algeria, Libya and Tunisia), and the Taoudeni/Tanezrouft Aquifer System (Algeria and Mauritania).

The Paris Declaration on Aid Effectiveness of March 2, 2005, laid down a practical, action-orientated roadmap to improve the quality of aid and its impact on development. Dominant features of the Declaration included a mechanism for country ownership of development policies and programs; the harmonization of international resource flows with national priorities; and, a system of mutual accountability. Monitoring and evaluation (M&E) are now recognized as indispensable performance management tools that will be vital to the achievement of development objectives at national, regional and international levels as part of a results-based management effort also advocated by the Paris Declaration.

Water sector M&E has been considered the weakest link in progress towards the Millennium Development Goals (MDGs) in Africa as it faces several challenges at the national and regional levels. At the Paris conference on RWSS on April 1, 2005, the African Ministers in charge of Water and Finance committed to the establishment of a regional mechanism for tracking progress towards the achievement of the MDGs for water and sanitation in rural Africa. The proposed mechanism was to be hosted by the African Development Bank (AfDB). Part of this commitment also implied a greater emphasis on the management of resources by results and the evaluation of the impact of investments in the water sector in Africa.

The 1st Governing Council of the African Water Facility (AWF) (July 2005) agreed that M&E and Information and Knowledge Management should be the priority areas of intervention by the AWF. Capacity building among regional member countries (RMCs) to cope with the challenges of data collection, analysis, monitoring, evaluation and reporting therefore became one of the major areas of investment for the AWF over the following years.

Africa Water Sector M&E, September 21-22, 2006, drafted a regional M&E action plan and underscored the primacy of national M&E processes. The main recommendations of the Tunis Report were that AWF, under the auspices of African Ministerial Council on Water (AMCOW):

- a) Undertake a comprehensive assessment of existing M&E systems at regional, sub-regional and national levels;
- b) Support a program for strengthening national and regional M&E capacity based on the results of the assessments;
- c) Build on the existing M&E systems instead of creating new ones.

Algeria, Egypt, Libya, Mauritania, Morocco and Tunisia constitute the Northern Region of Africa and are the member countries of the Northern Region of the AMCOW, commonly named N-AMCOW. The countries have decided to harmonize and standardize their Water Sector monitoring and evaluation framework.

The Center for Environment and Development for the Arab Region and Europe (CEDARE) is a regional technical organization aiming at supporting its member countries in environmental management and development including water resources management as one of its main area of operation. As the hosting body of the N-AMCOW Secretariat, CEDARE developed a sub-regional program called “An MDGs Monitoring and Evaluation Program for Water in North Africa” to support N-AMCOW and its member countries in Water Sector M&E.

The project concept was submitted to the AWF during the 3rd session of the AWF Governing Council held in Cairo, Egypt, 25-26 June 2006 and matured within the context of the AWF mandate on regional M&E and the Water Sector M&E Pan African Study undertaken in 2008. A regional stakeholders’ workshop held in Cairo, Egypt, 15-17 June 2008, endorsed the Program document and recognized the dire need of M&E systems development. However, considering the various status of M&E systems development in the riparian countries, the meeting concluded to phase the initial Program. A diagnostic and program preparation phase was therefore prepared in connection with the Pan African M&E Assessment process, subject to the present support project to “MDGs Monitoring and Evaluation for Water in North Africa”(MEWINA).

2. DESCRIPTION OF THE ASSIGNMENT

➤ Global objective

The global objective of this assignment is assessment of existing M&E systems for the six selected countries (Algeria, Egypt, Libya, Mauritania, Morocco and Tunisia). This assessment will use the M&E Rapid Assessment Methodology and Template developed by the AWF (See annex 1 & 2), and provide the countries and N-AMCOW with an independent assessment of the M&E systems in place. It will start with a training workshop to familiarize the project stakeholders with the methodology and template. The training will include the Regional Project Management Unit, the national coordinators, the national M&E Specialists,

CEDARE/NAMCOW staff, and members of the National Task Forces as budget permits. The training session may culminate shortly after the project Launching workshop. Immediately on return, National Project Coordination Teams will organize national launching workshops to inform the country stakeholders and members of the National Task Forces on the project activities and the rapid assessment.

The Rapid Assessment conducted in each country and in the Transboundary Water Organizations (such as the Nile Basin Initiative, the Organization in charge of managing the Senegal River (OMVS), the Nubian Sandstone Aquifer System (NSAS) and the North Western Sahara Aquifer System (NWSAS)) will: (1) provide information about the performance of the water sector as well as the ways to harmonize and standardize their key indicators, and (2) link the existing M&E systems at sub regional level. The rapid assessments reports will be discussed in National workshops at the end of the consulting period. The Rapid Assessment will provide the following results:

- Existing water institutions, their missions and mandate, service deficiencies and their geographical coverage, institutional gaps and financial constraints;
- Progress in developing integrated water resources management and associated institutional arrangement;
- Existing data statistics units, standards and indicators used in M&E, information dissemination and reporting systems, and associated strengths and weaknesses;
- Existing national budgets including support Programs/initiatives such as National water and applicable statistics support projects and Programs;
- Existing planning processes and their linkages with global and regional systems such as the WHO/UNICEF Joint Monitoring Program (JMP) and the World Water Assessment Program, and the World Water Development Reports, AMCOW State of the Water Report, the CEDARE/Arab Water Council Arab State of Water Reports, the and the FAO AQUASTAT.
- Transboundary, regional, statistical synthesis reports should be also produced that conduct analysis of the data and information collected to lead to answer on how to standardize and harmonize National and N-AMCOW M&E systems and reporting. Sub-Regional Action Plan for MDGs Reporting Mechanism Report is also required.

➤ Methodology Guidelines

- Assessors will be required to be prepared prior to undertaking each rapid assessment by reviewing all available documentation and undertaking orientation and training for the assignment. They will then arrange for and undertake rapid assessments in Algeria, Egypt, Libya, Mauritania, Morocco and Tunisia, prepare separate reports on these rapid assessments, including diagnostic assessments and related recommendations.
- Review of available documentation will focus on this MEWINA Program, the selected countries, their water sector and M&E systems. Assessors are required to research available online and offline information and use their own contacts to identify additional relevant documentation. Review, revision, and detailed description of how to collect the Rapid Assessment Template information and the list of the State of the

Water indicators prepared by CEDARE and the Arab Water Council after its review by the consultant.

- The consultant will conduct for the assessors designated by the consultant, an orientation and training which will take place over a period of five (5) working days. The first two days of orientation will be spent in reviewing the assessor's country's water sector's institutional structure, roles and responsibilities of primary and affiliated institutions, policy environment, budgets, financing mechanisms and activities of donors, monitoring and evaluation systems (data collection, survey methods, indicators, data collation and analysis, storage, report preparation and dissemination). The subsequent three days of training will focus on the Rapid M&E Assessment (RM&EA) itself and the use of the Template in the selected countries. It will include guidance on preparation for the assignment, selection and making of appointments, itinerary, identification of a contact person in-country, time efficiency, essential versus courtesy visits, information gathering, information verification, diagnosis and preparation of recommendations and report preparation. The training will include the assessor trainees' preparation of mock assessment of the country in which the training is taking place. In view of limited availability of time this mock assessment will necessarily be brief and focus only on M&E systems and indicators rather than the sector's institutional background. It might be advisable that the consultant combine this consultants assessors' training with the MEWINA Regional & National MEWINA training, where the Rapid Assessment plan is formulated jointly during the training in country working groups.
- During and immediately following the orientation and training, the assessors will prepare for their in-country assessments. Using the background information they have acquired they will prepare an outline institutional framework for each country. This will be used to assist in identifying which institutions and individuals are best placed to provide the required information during in-country visits. The template's guidelines can be used to assist in identifying the key institutions, organizations and agencies to interview. Where needed and feasible assessors will identify a "local contact person" preferably the project National Coordinator who can assist them in sourcing documentation, identifying interviewees and setting up appointments. This local contact is to assist on an informal basis before and during each in-country assignment. S/he will also be useful in obtaining missing information following the assignment should gaps be identified. Prior to each visit the assessor will have acquired a broad understanding of the sector, its M&E systems and its strengths and weaknesses. Assessors will be responsible for scheduling, preparing their itineraries and travel arrangements. These should be arranged at least two weeks prior to each visit and an itinerary/work plan submitted to CEDARE for approval and confirmed prior to departure.
- In-country rapid assessments will be undertaken in the selected countries. Based on the template's Guidelines and the list of State of the Water indicators after review, the assessments and subsequent reports will closely follow the table of contents provided in the template and the approved list of State of the Water indicators. Following the approval of the assessor's schedule and work plan, interviews will be conducted with

sector and sub-sector personnel in each country. The information gathered will be analysed and form the basis of the assessment report. Key information will be verified through third party contacts from both government and non-government sources such as international organizations and NGOs involved in the sector.

➤ Requested services

(i) The consultant team has to study and to carefully analyse the following background documents:

1. Pan African Water Sector M&E Assessment (Volume I: Main Report).
2. Pan African Water Sector M&E Assessment (Volume II, Rapid M&E Assessment Template)
3. The Africa Water Vision for 2025: Equitable and Sustainable Use of Water for Socioeconomic Development.
4. MDGS Monitoring and Evaluation for Water In North Africa: Appraisal Report Millennium Development Goals Reports;
5. All documents produced by the AWF, AFB, AMCOW, WHO/UNICEF, JMP MDGs Reports and Snap Shots, the World Water Development Reports, Africa Water Development Report, Arab State of Water Report and FAO AQUASTAT.
6. CEDARE / Arab Water Council List of State of the Water indicators
7. All documents produced by selected countries regarding State of the Water, and Water M&E sector indicators.

The appointed consultant team will be receiving digital and hardcopies of some of the above listed documents upon the award of the contract and before starting mission. The consultant should acquire the rest of the documents using local and /or regional & international expertise.

(ii) Upon careful analysis of the above documents, the consultant has to deliver a training workshop for the Regional Project Management Unit, the national coordinators, the national M&E Specialists, CEDARE/NAMCOW staff, and possibly selected National Task Forces regarding the rapid assessment of M&E. The consultant should provide a digital toolkit including documents, presentation, and tools for the training that can help the National Coordinators to provide a similar training to the stakeholders in their countries. This training may be combined with the Consultant's Assessors' orientation & training to formulate the Rapid Assessment plan jointly between the Regional and National MEWINA staff and the Consultant in country working groups during the training workshop; (iii) The consultant has to carry out several and scheduled field visits to the beneficiary institutions and key stakeholders in each country (as listed above) plus key donors support agencies to the sector namely, AfDB, AWF, Dutch Development Cooperation; KfW, GIZ, AFD, EIB, The World Bank, Swiss Development Cooperation. The consultant should also contact/visit the Transboundary Water Organizations (TWO) such as the Nile Basin Initiative, the Organizations for the management of the Senegal River (OMVS), the Nubian Sandstone Aquifer System (NSAS) and the North Western Sahara Aquifer System (NWSAS) offices in the selected countries including the Sahara & Sahel Observatory (OSS), the Joint Authority for the Nubian Aquifer Studies, CEDARE, and others. Other key stakeholders in the water sector which should be visited

include national organizations for water resources management, potable water, and wastewater, and other national statistics organization available in each country. Organizations should include institutions such as the Ministry of Water Resources, Ministry (Authority) of Environmental, Ministry (Authority) of Housing (and/or the institution in charge of potable water and sanitation); Ministry (Authority) of Health & Population; Ministry (Authority) for Planning State Land Use; Ministry (Authority) of Agriculture & Land Cultivation, Ministry (Authority) of Industry & Trade, Central Agency for Public Mobilization & Statistics, Ministry (Authority) of Electricity & Energy, Information and Decision-support Centers, and Meteorological Authority.

The appointed consultant is requested to develop a rapid assessment report with the National Coordinators and the national M&E experts in each selected country and to elaborate on the modus-operandi on how they will build a successful mechanism of M&E and include detailed action plan. The action plan should specify the date in which each individual requested output will be achieved.

(iv) A framework for standardization and harmonization of national M&E systems and the creation of the basis of the sub regional reporting mechanism to collect, analyse, and manage data and information on water resources planning, management, and service provision particularly those aiming at achieving the MDGs is required.

(v) A sub-regional M&E action plan related to North AMCOW Water Sector Monitoring and Evaluation will be developed. The action plan to be validated at country and N-AMCOW level, shall comprise milestones and budget to undertake the sets of actions and approaches along main areas.

(vi) An analysis of the indicators used by each country, transboundary basin and sub-region is required. The analysis should answer the question on how well the current and the future proposed indicators represent the “State of the Water” of the country, the transboundary aquifer, the transboundary basin, and the North Africa sub-region.

➤ Required outputs

- (i) 6 National Rapid Assessment Reports: the reports should follow the guidelines and templates included in annex 1 & 2. They must contain at least all the information and data required in the suggested formats but could include additional information to cover all possible water M & E indicators. There will be a report for each of the selected counties (six National Water Sector M&E Assessment Reports). Whenever available, it is preferred that a copy of the source documents obtained by the Consultant is delivered with the reports to the RPMU. These reports should include analysis of the current situation; preliminary feedback on the meeting with key stakeholders; the modus-operandi on how the consultant team carried out the requested scope of work. The reports will include a diagnosis (strengths, weaknesses, opportunities and challenges) of each country’s sector status providing:
 - a. An overview of the country’s progress towards and potential of reaching the objectives of the Africa Vision 2025 and MDGs;

- b. The sector's stage of development, such as progress towards SWAP and performance assessment;
 - c. Description and evaluation of the status of the sector's central M&E system;- Analysis of the status of all sub-sectors' M&E systems and key water-related indicators used;
 - d. Recommendations for potential directions and initiatives for the sector M&E system's development which include the roadmap for building a mechanism for M&E, and a systematic way of collecting sectoral uses, withdrawals, consumption, and water disposal data. Suggestions will also be offered regarding key contacts and potential consultants who could play significant roles in M&E development in each country.
- (ii) North Africa Regional Rapid Assessment Report: The report should analyse, synthesize, compile, and compare, the 6 National Rapid Assessment Reports. The report should also include a detailed comparison of the MDGs indicators used by different selected national/regional/international organizations for the countries and highlight the exact difference in methodologies used for WSS coverage between the national institutions and the MDGs Joint Monitoring Program (JMP).
- (iii) 4 Transboundary Rapid Assessment Reports: The major Transboundary water resources that North Africa shares are the Nile River (for Egypt), the Senegal River (for Mauritania), the Nubian Sandstone Aquifer System (for Egypt and Libya), the North Western Sahara Aquifer System (for Algeria, Libya and Tunisia), and the Taoudeni/Tanezrouft Aquifer System (for Algeria and Mauritania). The Transboundary Water Organizations involved are: the Nile Basin Initiative, the Organization for the Senegal River (OMVS), CEDARE and The Joint Authority for the (NSAS) Studies, and The Sahara & Sahel observatory (OSS) for NWSAS. Most transboundary waters have MoUs or agreements between the riparian countries. Some have commissions, committees or boards actively overseeing execution of the MoUs and some are still pending basin consensus and/or further developments of agreements. The rapid assessment should obtain copies of the MoUs and agreements and investigate as to whether current M&E is meeting the oversight body's needs. They will contain agreed modes of water resources monitoring, water indicators used, the maintenance of databases and the sharing of information as well as the use of the information on shared resources development. Transboundary Assessment Reports will also include a diagnosis (strengths, weaknesses, opportunities and challenges) of each shared basin and the relevant basin organization providing:
1. An overview of the country's progress at the basin level towards, and the potential of reaching the Africa Water Vision objectives, the Sharm El Sheikh Goals, and the MDGs including description of the indicators they use and the mechanism for collecting information.
 2. The stage of the development of agreements on the use of the shared resources;
 3. Description and evaluation of the status of the transboundary basins M&E system;
 4. Recommendations for potential directions and initiatives for the transboundary basins M&E system's development which include the roadmap for building a mechanism for M&E including the key water-related indicators that are measured and/or recommended for use.

Suggestions will also be offered regarding key contacts and potential consultants who could play significant roles in M&E development in each country and at the basin level.

- (iv) Standardization and Harmonization Framework Report: The report should include the framework for the standardization and harmonization of national M&E systems and the creation of the basis of the sub regional reporting mechanism;
- (v) Sub-Regional Action Plan for an MDGs & State of the Water (SOW) Reporting Mechanism: The report should include (but not limited to):
 - a. Strengthening existing national systems for water sector M&E, including capacity building to collect, analyse, and manage sector data, and infrastructure for M&E;
 - b. Strengthening the M&E linkages with the National Statistics Offices, EMWIS, AMCOW SOW Program, AWC/CEDARE SOW Program, and other relevant regional programs and initiatives;
 - c. Helping countries to develop national action plans consistent with the regional plan but addressing the specific situation in each country, including adaptive measures to mitigate climate change;
 - d. Strengthening regional collaboration in water sector M&E;
 - e. Development of an Awareness Program.
- (vi) Training workshops & brief report: a training workshop should be held at the beginning of the mission to familiarize the project stakeholders with the methodology and template. The training will gather the Regional Project Management Unit, the national coordinators, the national M&E specialists, CEDARE/NAMCOW staff, and National Task Force members. The workshop will be organized by the MEWINA RPMU at CEDARE. CEDARE will also cover the air tickets for the selected MEWINA staff trainees and their accommodations. This training workshop may be combined with the Consultant Assessors' training.
- (vii) Reporting workshop & brief report: a reporting workshop should be held towards the end of the consultancy to present the conclusions of the North-Africa-wide M&E assessment.
- (viii) Report on the recommended SOW indicators :Review, revision, and detailed description of how to collect the list of the "State of the Water" indicators prepared by CEDARE and the Arab Water Council and agreed for use by AMCOW M & E programme, "State of the Aquifer" Report indicators, "State of the River Basin" Report indicators, including the preparation of a country questionnaire for collecting the State of the Water (SOW) indicators data, identifying the institutions at country level relevant to providing the SOW data, and addressing any indicator gaps, while providing the methodology of how to generate any additional indicators if not in the CEDARE/AWC SOW List such as, Rainfed & Irrigated Agriculture Consumptive Use and Evapo-transpiration (ET), National Overall Water Use Efficiency indicator, National Water Quality Index, and Land Use Change Impact on Water (runoff, groundwater recharge, and consumptive use) using GIS and Remote Sensing methods.

➤ EXPERTS PROFILE

- Specific experience

- The consulting firm will provide as a minimum the following Key Staff and will identify who will act as the Team Leader:
 - M&E Country Water Assessment Specialist: at least 10 years of international water management experience with at least 5 years of experience in the field of M&E in the Water Sector and Water indicators (including but not limited to water availability, withdrawals, disposals, consumptive uses, rainfed and irrigated ET, green & blue water assessment, water use efficiency, water quality, land use change detection and impacts on water, MDGs, WSS coverage, etc); at least a master's degree in Water Resources Management, hydrology, and Water Supply & Sanitation. (additional experts may be provided if expertise is not available in one expert). Experience in NA countries is preferred.
 - M&E Transboundary Surface Water Assessment Specialist: at least 10 years of international experience in the field of M&E in the Water Sector; 5 years of which are in transboundary waters and related indicators experience, transboundary waters legal aspects, and transboundary watershed modelling, a degree in Water Resources Management, hydrology, and transboundary basin organizations. Experience in NA countries is preferred.
 - M&E Transboundary Groundwater Assessment Specialist: at least 10 years of international experience in the Water Sector; 5 years of which are in transboundary groundwater and related indicators experience, transboundary waters legal aspects, and transboundary groundwater modelling, a degree in Water Resources Management, hydrogeology, and transboundary aquifer organizations. Experience in NA countries is preferred
 - Information Systems Specialist :At least 5 years of experiences in information systems, database development and management, GIS, Information and Communications Technology (ICT), Website development & management, software & Hardware requirements, & English report writing.

- Language

- The Consultant specialists and staff shall be fluent in oral and written English. Experience with the French and Arabic language will be an asset. It is to be noted that apart from the Arabic language spoken by the 6 North African Countries: Morocco, Mauritania, Algeria and Tunisia speak French, Egypt and Libya speak English. All formal communications with the MEWINA RPMU will be in English. Communication with the national PMUs may in any of the three languages mentioned above according to national preferences.

➤ Consultancy Kick Off

Before the beginning of the first mission, the CEDARE/MEWINA RPMU will help the selected consultant for organizing the first training workshop with all key stakeholders Members. The contract will start with a kick-off meeting within 2-3 weeks from the issuance of the consultancy contract.

Throughout the duration of the appointed consultancy, the Consultant shall maintain close contact with the CEDARE team and National Project Coordinators and ensure that all information is regularly shared with them and that any question related to the project is promptly addressed.

➤ Location of consultancy

The location of the assignment will be Egypt, Morocco, Tunisia, Libya, Mauritania, and Algeria. The kick off meeting will be held in Egypt and the training workshop will be held in one of the North African countries as will be decided by the MEWINA RPMU.

➤ REPORTING

➤ Language

The original consultancy reports will be submitted in English. However, a translation of the reports in the Arabic and French is required for review and for final submission.

➤ Number of reports copies

For draft copies for review purposes, electronic version – via e-mail and 5 printed colour copies (express mailed) to each country and to CEDARE are sufficient. However upon the approval of the CEDARE and NAMCOW/TAC of the revised draft of each individual requested output, the consultant is requested to express mail 10 original coloured hard copies plus 10 copies on CDs or DVDs to each of the 7 PMUs at CEDARE and the 6 countries.

SECTION 7. FORM OF CONTRACT

FORM OF CONTRACT

Consultants' Services

Lump-Sum

Contents

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

Between

**The Centre for Environment and Development for the Arab Region and Europe
(CEDARE)**

and

[name of the Consultant]

Dated:

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, **The Centre for Environment and Development for the Arab Region and Europe (CEDARE)** (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[*Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows:“...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).*]

WHEREAS

- a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) the Client has received a grant from the African Development Bank Group (hereinafter called the “Bank”) towards the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank(ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the grant, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the grant or have any claim to the grant proceeds;
- d) NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:[*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services _____used

Appendix B: Reporting Requirements _____used

Appendix C: Key Personnel and Sub-Consultants _____used

Appendix D: Breakdown of Contract Price in Foreign Currency _____used

Appendix E: Breakdown of Contract Price in Local Currency _____Not used

Appendix F: Services and Facilities Provided by the Client _____used

Appendix G: Form of Advance Payment Guarantee _____used

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of **The Centre for Environment and Development for the Arab Region and Europe (CEDARE)**

[Dr. Nadia Makram Ebeid, Executive Director]

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

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

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

“Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.

“Bank” means the African Development Bank Group or other Funding Agency.

“Consultant” means any private or public entity that will provide the Services to the Client under the Contract.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

“Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

“Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

“Foreign Currency” means any currency other than the currency of the Client’s country.

“GC” means these General Conditions of Contract.

“Government” means the Government of the Client’s country.

“Local Currency” means the currency of the Client’s country.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

“Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

“In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

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

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

1.9.1 Definitions

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

- a) Defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “*corrupt practice*” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “*collusive practices*” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels;
- (iv) “*coercive practices*” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be Taken

- b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;
- d) will sanction a consultant, including declaring ineligible either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if the Bank at any time determines that the consultant has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive or Coercive Practices in competing for, or in executing, a Bank-financed contract; and
- e) will have the right to require that, in contracts financed by the Bank, a provision be included requiring consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

1.10 Commissions and Fees

The Bank will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business

or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the Client

- a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

4. CONSULTANT'S PERSONNEL

I.

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by

agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

8. GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	{The words “in the Government’s country” are amended to read “in <i>Egypt.</i> ”}
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Client: CEDARE, 2 El Hegaz Street, Roxy, Heliopolis, Cairo, Egypt</p> <p>Attention: MEWINA Regional Coordinator Department: Water Resources</p> <p>Facsimile: + 202-2259-5673</p> <p>E-mail: namcow@cedare.int</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Dr. Khaled AbuZeid, CEDARE, Cairo, Egypt</u> <u>Dr. Mohamed Rami, CEDARE, Cairo, Egypt.</u></p> <p>For the Consultant: _____</p>
1.8	<p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government’s country), in connection with the carrying out of the Services;</p>

	<p>(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p>
	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
{2.1}	<p>{The Effective Date is [June 21st, 2012].}</p> <p><i>Note: The Effective Date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan, etc. If the Contract shall come into effect on the date it is signed, this Clause SC 2.1 should be deleted from the SC.</i></p>
2.2	The date for the commencement of Services is [June 21 st , 2012].
2.3	The time period shall be Four Months .
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(c) professional liability insurance, with a minimum coverage of [double the contract amount]; and</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;</p>
{3.5 (c)}	{The other actions are: [Appointing such members of the personnel not listed by name in the

	<i>Consultant's Technical Proposal].}</i>
{3.7 (b)}	{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.}
{5.1}	<i>Article 57.1 of The Agreement Establishing the African Development Bank</i>
6.2(a)	The amount in foreign currency or currencies is <i>[insert amount]</i> .
6.2(b)	The amount in local currency is <i>[insert amount]</i> .
6.4	<p>The accounts are:</p> <p style="padding-left: 40px;">for foreign currency or currencies:<i>[insert account]</i></p> <p style="padding-left: 40px;">for local currency:<i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <p>(a) Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.</p> <p>(b) Fifty (50) percent of the lump-sum amount shall be paid upon submission of the 8 draft final reports after satisfactorily addressing first set of comments</p> <p>(c) Thirty (30) percent of the lump-sum amount shall be paid upon approval of the 8 final reports.</p>
6.5	The interest rate is: <i>N/A</i> .
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>The Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of</p>

the date of the list, *The Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *The Secretary General of the Permanent Court of Arbitration, The Hague*;

	<p>(c) If, in a dispute subject to Clause SC 8.2 1. (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in Clause SC 8.2 1. (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add/or of the home country of any of their Members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add/or of any of their Members or Parties</i>]; or (b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in (b) the English language shall be the official language for all purposes; and (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Full DETAILS OF SERVICES ARE MENTIONED IN TOR

➤ **Global objective**

The global objective of this assignment is assessment of existing M&E systems for the six selected countries (Algeria, Egypt, Libya, Mauritania, Morocco and Tunisia). This assessment will use the M&E Rapid Assessment Methodology and Template developed by the AWF (See annex 1 & 2), and provide the countries and N-AMCOW with an independent assessment of the M&E systems in place. It will start with a training workshop to familiarize the project stakeholders with the methodology and template. The training will include the Regional Project Management Unit, the national coordinators, the national M&E Specialists, CEDARE/NAMCOW staff, and members of the National Task Forces as budget permits. The training session may culminate shortly after the project Launching workshop. Immediately on return, National Project Coordination Teams will organize national launching workshops to inform the country stakeholders and members of the National Task Forces on the project activities and the rapid assessment.

The Rapid Assessment conducted in each country and in the Transboundary Water Organizations (such as the Nile Basin Initiative, the Organization in charge of managing the Senegal River (OMVS), the Nubian Sandstone Aquifer System (NSAS) and the North Western Sahara Aquifer System (NWSAS)) will: (1) provide information about the performance of the water sector as well as the ways to harmonize and standardize their key indicators, and (2) link the existing M&E systems at sub regional level. The rapid assessments reports will be discussed in National workshops at the end of the consulting period. The Rapid Assessment will provide the following results:

- Existing water institutions, their missions and mandate, service deficiencies and their geographical coverage, institutional gaps and financial constraints;
- Progress in developing integrated water resources management and associated institutional arrangement;
- Existing data statistics units, standards and indicators used in M&E, information dissemination and reporting systems, and associated strengths and weaknesses;
- Existing national budgets including support Programs/initiatives such as National water and applicable statistics support projects and Programs;
- Existing planning processes and their linkages with global and regional systems such as the WHO/UNICEF Joint Monitoring Program (JMP) and the World Water Assessment Program, and the World Water Development Reports, AMCOW State of the Water Report, the CEDARE/Arab Water Council Arab State of Water Reports, the and the FAO AQUASTAT.
- Transboundary, regional, statistical synthesis reports should be also produced that conduct analysis of the data and information collected to lead to answer on how to standardize and harmonize National and N-AMCOW M&E systems and

reporting. Sub-Regional Action Plan for MDGs Reporting Mechanism Report is also required.

➤ Methodology Guidelines

- Assessors will be required to be prepared prior to undertaking each rapid assessment by reviewing all available documentation and undertaking orientation and training for the assignment. They will then arrange for and undertake rapid assessments in Algeria, Egypt, Libya, Mauritania, Morocco and Tunisia, prepare separate reports on these rapid assessments, including diagnostic assessments and related recommendations.
- Review of available documentation will focus on this MEWINA Program, the selected countries, their water sector and M&E systems. Assessors are required to research available online and offline information and use their own contacts to identify additional relevant documentation. Review, revision, and detailed description of how to collect the Rapid Assessment Template information and the list of the State of the Water indicators prepared by CEDARE and the Arab Water Council after its review by the consultant.
- The consultant will conduct for the assessors designated by the consultant, an orientation and training which will take place over a period of five (5) working days. The first two days of orientation will be spent in reviewing the assessor's country's water sector's institutional structure, roles and responsibilities of primary and affiliated institutions, policy environment, budgets, financing mechanisms and activities of donors, monitoring and evaluation systems (data collection, survey methods, indicators, data collation and analysis, storage, report preparation and dissemination). The subsequent three days of training will focus on the Rapid M&E Assessment (RM&EA) itself and the use of the Template in the selected countries. It will include guidance on preparation for the assignment, selection and making of appointments, itinerary, identification of a contact person in-country, time efficiency, essential versus courtesy visits, information gathering, information verification, diagnosis and preparation of recommendations and report preparation. The training will include the assessor trainees' preparation of mock assessment of the country in which the training is taking place. In view of limited availability of time this mock assessment will necessarily be brief and focus only on M&E systems and indicators rather than the sector's institutional background. It might be advisable that the consultant combine this consultants assessors' training with the MEWINA Regional & National MEWINA training, where the Rapid Assessment plan is formulated jointly during the training in country working groups.
- During and immediately following the orientation and training, the assessors will prepare for their in-country assessments. Using the background information they

have acquired they will prepare an outline institutional framework for each country. This will be used to assist in identifying which institutions and individuals are best placed to provide the required information during in-country visits. The template's guidelines can be used to assist in identifying the key institutions, organizations and agencies to interview. Where needed and feasible assessors will identify a "local contact person" preferably the project National Coordinator who can assist them in sourcing documentation, identifying interviewees and setting up appointments. This local contact is to assist on an informal basis before and during each in-country assignment. S/he will also be useful in obtaining missing information following the assignment should gaps be identified. Prior to each visit the assessor will have acquired a broad understanding of the sector, its M&E systems and its strengths and weaknesses. Assessors will be responsible for scheduling, preparing their itineraries and travel arrangements. These should be arranged at least two weeks prior to each visit and an itinerary/work plan submitted to CEDARE for approval and confirmed prior to departure.

- In-country rapid assessments will be undertaken in the selected countries. Based on the template's Guidelines and the list of State of the Water indicators after review, the assessments and subsequent reports will closely follow the table of contents provided in the template and the approved list of State of the Water indicators. Following the approval of the assessor's schedule and work plan, interviews will be conducted with sector and sub-sector personnel in each country. The information gathered will be analysed and form the basis of the assessment report. Key information will be verified through third party contacts from both government and non-government sources such as international organizations and NGOs involved in the sector.

➤ Requested services

(i) The consultant team has to study and to carefully analyse the following background documents:

1. Pan African Water Sector M&E Assessment (Volume I: Main Report).
2. Pan African Water Sector M&E Assessment (Volume II, Rapid M&E Assessment Template)
3. The Africa Water Vision for 2025: Equitable and Sustainable Use of Water for Socioeconomic Development.
4. MDGS Monitoring and Evaluation for Water In North Africa: Appraisal Report Millennium Development Goals Reports;
5. All documents produced by the AWF, AFB, AMCOW, WHO/UNICEF, JMP MDGs Reports and Snap Shots, the World Water Development Reports, Africa Water Development Report, Arab State of Water Report and FAO AQUASTAT.
6. CEDARE / Arab Water Council List of State of the Water indicators
7. All documents produced by selected countries regarding State of the Water, and Water M&E sector indicators.

The appointed consultant team will be receiving digital and hardcopies of some of the above listed documents upon the award of the contract and before starting mission. The consultant should acquire the rest of the documents using local and /or regional & international expertise.

(ii) Upon careful analysis of the above documents, the consultant has to deliver a training workshop for the Regional Project Management Unit, the national coordinators, the national M&E Specialists, CEDARE/NAMCOW staff, and possibly selected National Task Forces regarding the rapid assessment of M&E. The consultant should provide a digital toolkit including documents, presentation, and tools for the training that can help the National Coordinators to provide a similar training to the stakeholders in their countries. This training may be combined with the Consultant's Assessors' orientation & training to formulate the Rapid Assessment plan jointly between the Regional and National MEWINA staff and the Consultant in country working groups during the training workshop;

(iii) The consultant has to carry out several and scheduled field visits to the beneficiary institutions and key stakeholders in each country (as listed above) plus key donors support agencies to the sector namely, AfDB, AWF, Dutch Development Cooperation; KfW, GIZ, AFD, EIB, The World Bank, Swiss Development Cooperation. The consultant should also contact/visit the Transboundary Water Organizations (TWO) such as the Nile Basin Initiative, the Organizations for the management of the Senegal River (OMVS), the Nubian Sandstone Aquifer System (NSAS) and the North Western Sahara Aquifer System (NWSAS) offices in the selected countries including the Sahara & Sahel Observatory (OSS), the Joint Authority for the Nubian Aquifer Studies, CEDARE, and others. Other key stakeholders in the water sector which should be visited include national organizations for water resources management, potable water, and wastewater, and other national statistics organization available in each country. Organizations should include institutions such as the Ministry of Water Resources, Ministry (Authority) of Environmental, Ministry (Authority) of Housing (and/or the institution in charge of potable water and sanitation); Ministry (Authority) of Health & Population; Ministry (Authority) for Planning State Land Use; Ministry (Authority) of Agriculture & Land Cultivation, Ministry (Authority) of Industry & Trade, Central Agency for Public Mobilization & Statistics, Ministry (Authority) of Electricity & Energy, Information and Decision-support Centers, and Meteorological Authority.

The appointed consultant is requested to develop a rapid assessment report with the National Coordinators and the national M&E experts in each selected country and to elaborate on the modus-operandi on how they will build a successful mechanism of M&E and include detailed action plan. The action plan should specify the date in which each individual requested output will be achieved.

(iv) A framework for standardization and harmonization of national M&E systems and the creation of the basis of the sub regional reporting mechanism to collect, analyse, and

manage data and information on water resources planning, management, and service provision particularly those aiming at achieving the MDGs is required.

(v) A sub-regional M&E action plan related to North AMCOW Water Sector Monitoring and Evaluation will be developed. The action plan to be validated at country and N-AMCOW level, shall comprise milestones and budget to undertake the sets of actions and approaches along main areas.

(vi) An analysis of the indicators used by each country, transboundary basin and sub-region is required. The analysis should answer the question on how well the current and the future proposed indicators represent the “State of the Water” of the country, the transboundary aquifer, the transboundary basin, and the North Africa sub-region.

➤ Number of reports copies

For draft copies for review purposes, electronic version – via e-mail and 5 printed colour copies (express mailed) to each country and to CEDARE are sufficient. However upon the approval of the CEDARE and NAMCOW/TAC of the revised draft of each individual requested output, the consultant is requested to express mail 10 original coloured hard copies plus 10 copies on CDs or DVDs to each of the 7 PMUs (at CEDARE and the 6 countries.)

APPENDIX B - REPORTING REQUIREMENTS

Note:

Reports	Date
1- 6 National Rapid Assessment Reports	Month 2
2- North Africa Regional Rapid Assessment Report	Month 2
3- 4 Transboundary Rapid Assessment Reports	Month 2
4-Standardization and Harmonization Framework Report	Month 3
5-Sub-Regional Action Plan for MDGs & SOW Reporting Mechanism Report	Month 3
6-Training & Reporting workshops' brief Reports	Month 4
7- Report on the recommended " <u>State of the Water, Aquifer, & Basin</u> " indicators	Month 4
8- Overall Report	Month 4

(i) 6 National Rapid Assessment Reports: the reports should follow the guidelines and templates included in annex 1 & 2. They must contain at least all the information and data required in the suggested formats but could include additional information to cover all possible water M & E indicators. There will be a report for each of the selected countries (six National Water Sector M&E Assessment Reports) Whenever available, it is preferred that a copy of the source documents obtained by the Consultant is delivered with the reports to the RPMU. These reports should include analysis of the current situation; preliminary feedback on the meeting with key stakeholders; the modus-operandi on how the consultant team carried out the requested scope of work. The reports will include a diagnosis (strengths, weaknesses, opportunities and challenges) of each country's sector status providing:

- a. An overview of the country's progress towards and potential of reaching the objectives of the Africa Vision 2025 and MDGs;
- b. The sector's stage of development, such as progress towards SWAP and performance assessment;
- c. Description and evaluation of the status of the sector's central M&E system;- Analysis of the status of all sub-sectors' M&E systems and key water-related indicators used;
- d. Recommendations for potential directions and initiatives for the sector M&E system's development which include the roadmap for building a mechanism for M&E, and a systematic way of collecting sectoral uses, withdrawals, consumption, and water disposal data. Suggestions will also be offered regarding key contacts and potential consultants who could play significant roles in M&E development in each country.

(ii) North Africa Regional Rapid Assessment Report: The report should analyse, synthesize, compile, and compare, the 6 National Rapid Assessment Reports. The report

should also include a detailed comparison of the MDGs indicators used by different selected national/regional/international organizations for the countries and highlight the exact difference in methodologies used for WSS coverage between the national institutions and the MDGs Joint Monitoring Program (JMP).

(iii) 4 Transboundary Rapid Assessment Reports: The major Transboundary water resources that North Africa shares are the Nile River (for Egypt), the Senegal River (for Mauritania), the Nubian Sandstone Aquifer System (for Egypt and Libya), the North Western Sahara Aquifer System (for Algeria, Libya and Tunisia), and the Taoudeni/Tanezrouft Aquifer System (for Algeria and Mauritania). The Transboundary Water Organizations involved are: the Nile Basin Initiative, the Organization for the Senegal River (OMVS), CEDARE and The Joint Authority for the (NSAS) Studies, and The Sahara & Sahel observatory (OSS) for NWSAS. Most transboundary waters have MoUs or agreements between the riparian countries. Some have commissions, committees or boards actively overseeing execution of the MoUs and some are still pending basin consensus and/or further developments of agreements. The rapid assessment should obtain copies of the MoUs and agreements and investigate as to whether current M&E is meeting the oversight body's needs. They will contain agreed modes of water resources monitoring, water indicators used, the maintenance of databases and the sharing of information as well as the use of the information on shared resources development. Transboundary Assessment Reports will also include a diagnosis (strengths, weaknesses, opportunities and challenges) of each shared basin and the relevant basin organization providing:

1. An overview of the country's progress at the basin level towards, and the potential of reaching the Africa Water Vision objectives, the Sharm El Sheikh Goals, and the MDGs including description of the indicators they use and the mechanism for collecting information.
2. The stage of the development of agreements on the use of the shared resources;
3. Description and evaluation of the status of the transboundary basins M&E system;
4. Recommendations for potential directions and initiatives for the transboundary basins M&E system's development which include the roadmap for building a mechanism for M&E including the key water-related indicators that are measured and/or recommended for use. Suggestions will also be offered regarding key contacts and potential consultants who could play significant roles in M&E development in each country and at the basin level.

(iv) Standardization and Harmonization Framework Report: The report should include the framework for the standardization and harmonization of national M&E systems and the creation of the basis of the sub regional reporting mechanism;

(v) Sub-Regional Action Plan for an MDGs & State of the Water Reporting Mechanism: The report should include (but not limited to):

- a. Strengthening existing national systems for water sector M&E, including capacity building to collect, analyse, and manage sector data, and infrastructure for M&E;

- b. Strengthening the M&E linkages with the National Statistics Offices, EMWIS, AMCOW SOW Program, AWC/CEDARE SOW Program, and other relevant regional programs and initiatives;
- c. Helping countries to develop national action plans consistent with the regional plan but addressing the specific situation in each country, including adaptive measures to mitigate climate change;
- d. Strengthening regional collaboration in water sector M&E;
- e. Development of an Awareness Program.

(vi) Training workshops & brief report: a training workshop should be held at the beginning of the mission to familiarize the project stakeholders with the methodology and template. The training will gather the Regional Project Management Unit, the national coordinators, the national M&E specialists, CEDARE/NAMCOW staff, and National Task Force members. The workshop will be organized by the MEWINA RPMU at CEDARE. CEDARE will also cover the air tickets for the selected MEWINA staff trainees and their accommodations. This training workshop may be combined with the Consultant Assessors' training.

(vii) Reporting workshop & brief report: a reporting workshop should be held towards the end of the consultancy to present the conclusions of the North-Africa-wide M&E assessment.

(viii) Report on the recommended SOW indicators :Review, revision, and detailed description of how to collect the list of the "State of the Water" indicators prepared by CEDARE and the Arab Water Council and agreed for use by AMCOW M & E programme, "State of the Aquifer" Report indicators, "State of the River Basin" Report indicators, including the preparation of a country questionnaire for collecting the State of the Water (SOW) indicators data, identifying the institutions at country level relevant to providing the SOW data, and addressing any indicator gaps, while providing the methodology of how to generate any additional indicators if not in the CEDARE/AWC SOW List such as, Rainfed & Irrigated Agriculture Consumptive Use and Evapo-transpiration (ET), National Overall Water Use Efficiency indicator, National Water Quality Index, and Land Use Change Impact on Water (runoff, groundwater recharge, and consumptive use) using GIS and Remote Sensing methods.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.*
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.*
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
- C-4 Same information as C-1 for Key local Personnel.*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenses.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

The client will:

1-Organize the logistical part of the Training Workshop: at the beginning of the mission to familiarize the project stakeholders with the methodology and template, it will be organized by and financed by the MEWINA RPMU at CEDARE. However the Consultant will be responsible for training delivery and the training material for all participants.

2-Provide National Project Coordination Teams for the facilitation of national meetings.

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature]

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