GRANT NUMBER TF015887

MIDDLE EAST AND NORTH AFRICA TRANSITION FUND

Grant Agreement

(Support to Implementation of a National Unified Registry and Outreach Program for Targeting Social Assistance Project)

between

HASHEMITE KINGDOM OF JORDAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as an Implementation Support Agency of the Transition Fund

Dated November 23, 2013
GRANT NUMBER TF015887

TRANSITION FUND
GRANT AGREEMENT

AGREEMENT dated November 23, 2013, entered into between:

HASHEMITE KINGDOM OF JORDAN ("Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as Implementation Support Agency (ISA) for the Transition Fund (the "Trust Fund").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the Project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out, Part A of the Project through MOF, and Part B of the Project through MOPIC, all in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.
Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to nine million five hundred thousand United States Dollars ($9,500,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned Trust Fund for which the World Bank receives periodic contributions from the Trustee of the Trust Fund, in accordance with the Financial Procedures Arrangement (FPA) between the International Bank for Reconstruction and Development and International Development Association, acting jointly as Implementation Support Agency (ISA), and the International Bank for Reconstruction and Development, as Trustee, dated November 21, 2012, concerning the Trust Fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Trustee under the abovementioned Trust Fund, in accordance with the FPA, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.
Article IV
Recipient's Representative; Addresses

4.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister in charge of planning and international cooperation.

4.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Planning and International Cooperation
Post office Box 555
Amman, 11118
The Hashemite Kingdom of Jordan

Facsimile:
962-6-464-9341

4.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development and International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
INDEVAS 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)
AGREED at November 23, 2013
as of the day and year first above written.

HASHEMITE KINGDOM OF JORDAN

By

Authorized Representative

Name:  
Title:  

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as Implementation Support Agency of the Transition Fund

By

Authorized Representative

Name:  
Title:  

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SCHEDULE 1
Project Description

The objectives of the Project are to improve the targeting of social safety net programs and develop an efficient outreach mechanism.

The Project consists of the following parts:

Part A: Building and Using the National Unified Registry (NUR) for Targeting Safety Nets

1. Building a database of private and informal sector workers at ISTD through:
   (a) definition of welfare ranking and/or assessment methodology;
   (b) development and implementation of an information campaign;
   (c) submission and processing of electronic data;
   (d) verification and validation of said electric data and making it available for use by different government agencies;
   (e) hiring of staff and provision of necessary information technology; and
   (f) development and implementation of a grievance redress mechanism.

2. Developing and operationalizing the NUR at the MOF through:
   (a) consolidation of various governmental databases and regular update of said databases into the NUR;
   (b) periodic verification and validation of the NUR;
   (c) preparation of promotional and educational material related to the database;
   (d) provision of training and technical assistance to staff managing the information system and other user programs; and
   (e) development and maintenance of related software applications.

Part B. Piloting the Integrated Outreach Worker Program (IOWP)

Supporting the piloting of the IOWP in three selected governorates in the Recipient’s territory through:
1. The carrying out of a program of activities aimed at designing, planning, and training outreach workers by: (i) assessing and documenting available services and referral systems; (ii) developing the train-the-trainer training model incorporating supervision and follow-up training; (iii) establishing a household typology and selection criteria; (iv) establishing selection criteria for recruitment of supervisors and outreach workers; and (v) collecting a comprehensive baseline data for households within the identified impact area using real-time mobile surveying technology.

2. Support the IOWP’s outreach deployment and monitoring by: (i) conducting supervision sessions to strengthen performance expectations and increase outreach workers’ professional development; (ii) ensuring real-time data collection to assess the overall efficacy of the IOWP; and (iii) establishing a grievance redress system at the ISTD to address complaints.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. In order to ensure prompt and efficient implementation of Part A of the Project, the Recipient, through MOF shall establish and thereafter maintain at all times during Project implementation, a natural unified registry unit, with a mandate, staffing and other resources satisfactory to the World Bank ("National Unified Registry Unit" or "NUR Unit"). To this end, the Recipient shall, by no later than thirty (30) days after the Effective Date, employ and thereafter maintain at all times during Project implementation, NUR Unit staff (including procurement and financial management specialists) with functions, resources, and terms of reference satisfactory to the World Bank, be responsible for day to day coordination and implementation of Part A of the Project.

2. In order to ensure prompt and efficient implementation of Part B of the Project, the Recipient, through MOPIC, shall establish and thereafter maintain at all times during Project implementation, an integrated outreach worker program management unit, with a mandate, staffing and other resources satisfactory to the World Bank ("Integrated Outreach Worker Program Unit" or "IOWP Unit"). To this end, the Recipient shall, by no later than thirty (30) days after the Effective Date, employ and thereafter maintain at all times during Project implementation, IOWP Unit staff (including procurement and financial management specialists) with functions, resources, and terms of reference satisfactory to the World Bank, to be responsible for day to day coordination and implementation of Part B of the Project.

B. Project Operational Manual

1. The Recipient shall, by not later than one (1) month after the Effective Date, prepare, adopt, and thereafter maintain throughout Project implementation, the Project Operational Manual, in a manner and substance satisfactory to the World Bank. Said manual shall include, inter alia, the description of: (i) implementation arrangements; (ii) the procurement procedures and standard procurement documentation; (iii) reporting requirements, financial management and audit procedures; (iv) monitoring and evaluation arrangements; (v) the overview of training activities, including workshops; and (vi) the performance indicators for the Project ("Project Operational Manual").

2. The Recipient shall not assign, amend, abrogate or waive the Project Operational Manual or any provisions thereof if, in the opinion of the World Bank, such
assignment, amendment, abrogation or waiver will materially and adversely affect the implementation of the Project. Any amendments to the said manual shall be made with the prior written agreement of the World Bank. In case of any conflict between the provisions of the Project Operational Manual and the provisions of this Agreement, the provisions of this Agreement shall govern.

3. Without any limitation to the provisions of Section 3.06 of the Standard Conditions, the Recipient shall ensure that the Grant funds are used for their intended purposes and not diverted to terrorists or their agents, or utilized to finance activities carried out by terrorists or their agents.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Trust Fund donor’s support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, enable the representatives of the Trust Fund donors to visit any part of the Recipient’s territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits
1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient or as agreed in writing with the World Bank. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

C. Other Reports

Without any limitation to the provisions of Section II.A and Section II.B of this Schedule 2, the Recipient shall, promptly upon request from the World Bank, provide all information and reports relating to the Project and the use of the proceeds of the Grant, in order to enable the World Bank to fulfill its obligations under the FPA.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, non-consulting-services and consultants’ services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

   (a) Section I of the Procurement Guidelines, in the case of goods and non-consulting services, and Sections I and IV of the Consultant Guidelines, in the case of consultants’ services; and

   (b) the provisions of this Section III, as the same shall be elaborated in the Procurement Plan.

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
B. Particular Methods of Procurement of Goods and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding (NCB); (b) Community Participation; (c) Shopping; and (d) Direct Contracting.

3. The following provisions apply to National Competitive Bidding: (a) standard bidding documents approved by the Bank shall be used; (b) invitations to bid shall be advertised in at least one widely circulated national daily newspaper and bidding documents shall be made available to prospective bidders, at least twenty-eight (28) days prior to the deadline for the submission of bids; (c) bids shall not be invited on the basis of percentage premium or discount over the estimated cost; (d) bidding documents shall be made available, by mail or in person, to all who are willing to pay the required fee; (e) foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders, to that end, having a presence in the Borrower’s territory should not be a condition for bidding; (f) qualification criteria (in case pre-qualifications were not carried out) shall be stated in the bidding documents, and if a registration process is required, a foreign firm determined to be the lowest evaluated bidder shall be given reasonable opportunity of registering, without any hindrance i.e. no non-registration status should be considered as a non-eligibility-to-bid criterion. Additionally, one envelop system shall be used; (g) bidders may deliver bids, at their option, either in person or by courier service or by mail; (h) except for late bids, bids shall be opened in public in one place preferably immediately, but not later than one (1) hour, after the deadline for submission of bids, and prices for all bids will be read out in this public session and no disqualification shall be made at that stage; (i) evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format, and within the specified period, agreed with the Bank; (j) bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Bank; (k) bids shall be solicited and contracts shall be awarded on the basis of unit prices, and not on the basis of a schedule of rates, and award will be based on all items included within the bid or the lot in case of multiple lots; (l) split award or lottery in award of contracts shall not be carried out. When two or more bidders quote the same price, an investigation shall be made to determine any evidence of collusion, following which: (A) if collusion is determined, the parties involved shall be disqualified and the award shall then be made to the next lowest evaluated and qualified bidder; and (B) if no evidence of collusion can be confirmed, then the Borrower, in agreement with the Bank, and
on a case-by-case basis, will consider other relevant procurement options acceptable to the Bank; (m) contracts shall be awarded to the lowest evaluated and qualified bidder within the initial period of bid validity so that extensions are not necessary. Extension of bid validity may be sought only under exceptional circumstances; (n) extension of bid validity shall not be allowed without the prior concurrence of the Bank: (A) for the first request for extension if it is longer than eight (8) weeks; and (B) for all subsequent requests for extensions irrespective of the period; (o) negotiations shall not be allowed with the lowest evaluated or any other bidders; (p) Re-bidding shall not be carried out without the Bank's prior concurrence; (q) all contractors or suppliers shall provide performance security as indicated in the contract documents. A contractor's or a supplier's performance security shall apply to a specific contract under which it was furnished; and (r) a sole bid can be considered if due diligence was observed in advertising the procurement opportunity.

C. Particular Methods of Procurement of Consultants’ Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Least Cost Selection; (c) Selection based on Consultants’ Qualifications; (d) Single-source Selection of consulting firms; (e) Selection of Individual Consultants; and (f) Single-source procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. **Withdrawal of Grant Proceeds**

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made
applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Incremental Operating Costs and Training under Part A of the Project</td>
<td>2,550,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants’ services, Incremental Operating Costs and Training under Part B of the Project</td>
<td>6,950,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>9,500,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 30, 2017.
APPENDIX

Definitions


3. “Financial Manual” means the manual to be prepared and adopted by the Recipient to reflect the special reporting requirements, satisfactory to the World Bank and to cover the activities related to the proposed Project in addition to the related internal control procedures.

4. “Incremental Operating Costs” means the incremental operating costs under the Project incurred by the Recipient for purposes of Project management and implementation, of communication, translation and interpretation, printing, procurement-related advertising, office supplies, banking charges, and local transportation, and salaries of contractual and temporary staff, but excluding salaries of the Recipient’s civil servants, and other miscellaneous costs directly associated with Project implementation subject to the prior written approval by the World Bank.

5. “Integrated Outreach Worker Program” or “IOWP” means the program to be piloted under the Project which aims at extending social services packages for workers.

6. “ISTD” means the Recipient’s income and sales tax department within the MOF.

7. “MOF” means the Recipient’s ministry of finance.

8. “MOPIC” means the Recipient’s ministry of planning and international cooperation.

9. “National Unified Registry” or “NUR” means a national registry of potential beneficiaries for social assistance within the Recipient’s territory to be established under the Project.


11. “Procurement Plan” means the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the
Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

12. “Project Operational Manual” means the manual to be prepared and adopted by the Recipient, in a manner satisfactory to the World Bank, and in accordance with the provisions of Section I.B(1) of Schedule 2 to the Agreement, as the same may be amended from time to time with the prior written agreement of the World Bank.


14. “Steering Committee” or “SC” means the Trust Fund’s decision making body as described in the Transition Fund Operational Manual.

15. “Training” means the cost of training and workshops financed under the Project, attributable to in-country seminars, study tours, and workshops, along with the cost of domestic travel and subsistence for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to training preparation and implementation, including fees of educational or other institutions providing training.

16. “Transition Fund Operations Manual” means the Manual approved by the Steering Committee, which sets out the detailed procedures applicable to the operation of the Transition Fund, as said Manual may be amended from time to time by the Steering Committee in accordance with procedures set out in the said Manual.

17. “Trustee” means the International Bank for Reconstruction and Development in its capacity as a trustee of the Trust Fund.

**Modifications to the Standard Conditions**

The Standard Conditions are modified as follows:

The first sentence of Section 4.05(a) of the Standard Conditions has been revised as follows: “If the World Bank or the SC (as defined in the Grant Agreement) determines or an audit conducted under the FPA (as defined in the Grant Agreement) indicates that an amount of the Grant has been used in a manner inconsistent with the provision of the Grant Agreement, the Standard Conditions, or the FPA, the Recipient shall, upon notice by the World Bank to the Recipient, promptly refund such amount to the World Bank.”