

Contract for an Individual Consultant Time Based Payments

Between

Jordan Valley Authority (JVA)

And

.....

Contract Number: JO-JVA-062-CS-INDV

Project name: **JORDAN WATER SECTOR EFFICIENCY PROGRAM**
Loan/credit #: **Loan No. 9560-JO, CFF TF No. TF0C1892, AFD No CJO 1141 01P**

Title of Consulting Services: **Technical Expert for JVA**
Component: **Component 4. Project management and implementation support**
Procurement reference: **JO-JVA-062-CS-INDV**

Date of Contract's Signature: _____



CONTRACT No. JO-JVA-062-CS-INDV

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between Jordan Valley Authority ("the Client") having its principal place of business at Ministry of Water and Irrigation - Amman - Shmeisani - Behind the Marriott Hotel - King Hussein Street 34, and ("the Consultant") having its principal office located at

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall perform the Services as per financial details of Annex B, "Consultant's corresponding unit rates".
- (iii) The Consultant shall submit to the Client the reports specified in Annex C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing [starting date] and continuing through [completion date], or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. Taxes shall be the responsibility of the consultant.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) of person/month spent on site or at the Client offices as per Annex B.

C. Payment Conditions



Payment shall be made in **Jordanian Dinar**, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account:

All expenses such as travel, airport transfer, site transfer, lodging, communication, meals, visa fee, etc....are deemed to be included in Consultant Monthly rate.

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment.

Monthly Progress reports will constitute the basis for the payments to be made under paragraph 3.

C. Timesheets

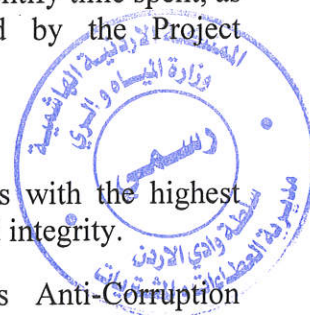
During the course of their work under this Contract, including field work, the Consultant shall be required to complete timesheets, or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Inspections and Auditing

The Consultant shall comply with the Bank's Anti-Corruption Guidelines and shall permit the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.



The Consultant shall comply with AFD's Covenant of Integrity as set out in Annex E and shall sign the Covenant of Integrity Form as attached.

- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- The Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that no third party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of the Hashemite Kingdom of Jordan., and the language of the Contract shall be: English
- 13. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.



14. Termination by the Client

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working 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 or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform his Services for a period of not less than thirty (30) days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

15. Termination by the Consultant

The Consultant has the right to 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 the below paragraphs (a) to (c) of this Clause:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue,
- (b) If the Client is in material breach of his obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant notice specifying such breach,
- (c) If, as the result of Force Majeure, the Consultant is unable to perform his Services for not less than sixty (60) days.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____



LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Contract Price and Payment Terms

Annex C: Consultant's Reporting Obligations

Annex D: Consultant CV

Annex E: AFD's Covenant of Integrity part 1 and 2



ANNEX A
Terms of Reference and Scope of Services



Annex B
CONTRACT PRICE AND PAYMENT TERMS

Description	Unit	Qty	U.P. (JOD)	Sub-Total (JOD)
On-site or at the Client offices	Month	15		

The invoice shall be prepared and submitted with the monthly progress report.

The consultant is expected to report to work during the Client working days and hours as stated in the TOR.

The consultant is allowed 1 day paid leave per month. Official state holidays are paid.

International consultants may return to home base once every 3 months at their own expense. Allowed paid leave is on the basis of 1 day per month.

The deduction for any absence other than the above-mentioned days will be calculated at a daily rate based on the Monthly Unit Price divided by 22 days.



ANNEX C
CONSULTANT'S REPORTING OBLIGATIONS

The Consultant shall be responsible for preparing the reports on all the activities listed under **SECTION E-Reporting requirement for Deliverables** of the Terms of Reference.

Monthly progress reports

The Consultant shall submit monthly progress reports within the first 10 days of the month describing all the services performed during the past month broken down daily. This report shall form the supporting document for the monthly payment as set out in Annex B.



ANNEX D
CONSULTANT'S CV



ANNEX E- Part 1
AFD's Covenant of Integrity^[1]

Invitation of Bids/Proposals/Contract No. _____

To: _____

We declare and undertake that neither we nor anyone, including any member of our joint venture or any of our suppliers, contractors, sub-contractors, consultants, sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any activity prohibited under AFD's General Policy Prevent and Combat Prohibited Practices^[2] ("AFD's General Policy") in connection with the present procurement process and (in case of award) the execution of the above-referenced contract ("Contract"), including any amendments thereto.

We acknowledge that AFD's participation in the financing of the Contract is subject to AFD's General Policy. As such, we acknowledge that AFD will not be able to participate in the financing of the Contract if we, including any member of our joint venture, or any of our suppliers, contractors, subcontractors, consultants or sub-consultants are ineligible as a result of a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or are on any of the following lists (AFD's Sanction Lists) or if we are on any Financial Sanctions List issued by the European Union or by France, accessible here : <https://gels-avoirs.dgtresor.gouv.fr/List>.

We also acknowledge that AFD will not be able to participate in the financing of the Contract if we, including any member of our consortium or our suppliers, contractors, consultants, subcontractors, acquire or supply equipment or operate in sectors under United Nations, European Union or France embargoes.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the AFD to inspect all accounts, records, and other documents relating to the procurement process and/or Contract execution (in the case of award), and to have them audited by auditors appointed by the AFD.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the Contract.

Name: _____ In the capacity of: _____
Duly empowered to sign in the name and on behalf of^[3]: _____

Signature _____

Dated: _____

^[1] In case of competitive procurement processes, this document shall be annexed to the bid/proposal submission form. In case of non-competitive process, this document shall be annexed to the respective contract.

^[2] Available at AFD Group's policy to prevent and combat Prohibited practices (2020) | AFD - Agence Française de Développement

^[3] In case of joint venture, the name of the joint venture shall be inserted here, and the Covenant shall be signed by the person duly authorized to sign the application, bid or proposal on behalf of the applicant, proposer, bidder or consultant.

ANNEX E- Part 2
AFD's COVENANT OF INTEGRITY¹

Invitation of Bids/Proposals/Contract [Name] No. _____

To: _____

We declare and undertake that neither we nor anyone, including any member of our joint venture or any of our suppliers, contractors, sub-contractors, consultants, sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any activity prohibited under AFD Group's Policy to prevent and combat Prohibited Practices² in connection with the present procurement process and (in case of award) the execution of the above-referenced contract ("Contract"), including any amendments thereto.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the Contract.

We, any party acting on our behalf, the members of our joint venture, our sub-contractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France and to have them verified by auditors appointed by AFD.

We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)

(*): If no amount has been paid or is to be paid, indicate "None".

We acknowledge that AFD's participation in the financing of the Contract is subject to AFD Group's Policy to prevent and combat Prohibited Practices.

We acknowledge that AFD will not be able to participate in the financing of the Contract if we, including any party acting on our behalf,³ any member of our joint venture, any of our suppliers,

¹**Drafting note:** In case of competitive procurement processes, this document shall be annexed to the bid/proposal submission form. In case of non-competitive process, this document shall be annexed to the respective contract.

² Available at <https://www.afd.fr/en>

³ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

contractors, subcontractors, consultants or sub-consultants, any of our direct or indirect shareholders, or any of our subsidiaries acting:

- are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France⁴.
- are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union⁵ and/or France.
- In connection with the execution of the Contract, acquire or supply goods that are subject to embargoes adopted by the United Nations, European Union and/or France⁵.

We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above after we have signed the present Covenant.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁶: _____

Signature _____ Dated: _____



⁴ For information purposes only, the following references or website addresses are provided:
For the list maintained by the United Nations, the European Union and France, the following website may be consulted: <https://gels-avoirs.dgtresor.gouv.fr/List>

⁵ For information only, UE sectorial sanctions are available at: <https://www.sanctionsmap.eu/#/main>

⁶ In case of joint venture, the name of the joint venture shall be inserted here, and the person duly authorized to sign the application, bid or proposal on behalf of the applicant, proposer, bidder or consultant shall sign the Covenant.