

Standard Form of Contract

Consultant's Services Contract

CONTRACT FOR CONSULTANTS' SERVICES

Between

Ministry of Energy and Mineral Resources

and

[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the Contract) is made the [day] day of the month of [month], [year], between, on the one hand, *Ministry of Energy and Mineral Resources* (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 TOR (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;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed an integral part of this Contract, with the following priority in case of any conflict:

- (a) The Special Conditions of Contract;
- (b) The General Conditions of Contract;
- (c) Terms of Reference (TOR)
- (d) Government Procurement By-law No. 8 of 2022
- (e) The following Appendices:

Appendix 1: Description of Services

Appendix 2: Reporting Requirements

Appendix 3: Key Personnel and Sub-Consultants

Appendix 4: Breakdown of Contract Price in Foreign Currency

Appendix 5: Breakdown of Contract Price in Local Currency

Appendix 6: Services and Facilities Provided by the Client

Appendix 7: Performance Guarantee Form

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 *[name of Client]*

[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:

- (a) 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.
- (b) MEMR means the Ministry of Energy and Mineral Resources.
- (c) Consultant means any private or public entity that will provide the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in Clause (1) thereof, which include the General Conditions (GC), the Special Conditions (SC), the Appendices, as well as the Terms of Reference (TOR) and the Government Procurement By-law.
- (e) Contract Price means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) Effective Date means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) Foreign Currency means any currency other than the currency of the Client's country.
- (h) GC means these General Conditions of Contract.
- (i) Government means the Government of the Client's country.
- (j) Local Currency means the currency of the Client's country.

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

(l) Party means the Client or the Consultant, as the case may be, and Parties means both of them.

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

(n) SC means the Special Conditions of Contract by which the GC may be amended or supplemented.

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

(p) Sub-Consultants means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) 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, direct 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.

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.

2.6 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.

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 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.

3.5 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 drafts shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.6 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.

**3.7 Accounting,
Inspection and
Auditing**

The Consultant:

(a) 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

(b) shall periodically permit the Client or its designated representative, 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, if so required by the Client as the case may be.

4. CONSULTANT'S PERSONNEL

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 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 or duties, the Consultant shall bear solely all costs or burdens arising therefrom, and the Ministry shall not assume any additional costs or obligations as a result of such change. The remuneration and reimbursable expenses payable to the Consultant under this Contract shall be deemed final, comprehensive, and not subject to adjustment in this regard.

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Payment The total payment due to the Consultant for Phase One of the assignment as described in the TOR shall not exceed the Contract Price which is an all-inclusive fixed lump-sum for, 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 The price payable in USD 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 Appendix D.

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.

7. 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

If such disputes cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for amicable settlement, either Party may submit the dispute for adjudication before the Amman Court of Justice. All legal proceedings under this Contract shall be governed by Jordanian law.

III. Special Conditions of Contract

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>Jordan</i>
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Client: Ministry of Energy and Mineral Resources Jabal Amman , 7th Circle, Zahran Street P. O. Box 140027 Amman 11814 , Jordan Tel : +962 6 5863 326 Fax : +962 6 5865 714 e-mail: generals@memr.gov.jo</p> <p>Attention: The Secretary General</p> <p>Consultants: -----</p> <p>Attention: -----</p>

1.6	<p>{ The Member in Charge is <i>[insert name of member]</i> }</p> <p>Note: <i>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:</p> <p>For the Consultant:</p>
2.1	The Effective Date is <i>the date of signing the contract.</i>

2.2	The date for the commencement of Services is The Effective Date.												
2.3	The time period shall be (-----) months.												
3.6 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the <i>prior</i> written approval of the Client.												
6.2	The amount is lump sum of US\$ (-----in numbers-----) -----in words----- -----, inclusive of all taxes and duties												
6.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <table><tr><th><u>No.</u></th><th><u>Payment Milestones</u></th><th><u>% of Lump Sum Due</u></th></tr><tr><td>1.</td><td>Five days as of the date of Submitting the Performance Guarantee and Kick-off Meeting.</td><td>-----%</td></tr><tr><td>2.</td><td>Task-:</td><td>-----%</td></tr><tr><td>3.</td><td></td><td></td></tr></table>	<u>No.</u>	<u>Payment Milestones</u>	<u>% of Lump Sum Due</u>	1.	Five days as of the date of Submitting the Performance Guarantee and Kick-off Meeting.	-----%	2.	Task-:	-----%	3.		
<u>No.</u>	<u>Payment Milestones</u>	<u>% of Lump Sum Due</u>											
1.	Five days as of the date of Submitting the Performance Guarantee and Kick-off Meeting.	-----%											
2.	Task-:	-----%											
3.													

8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions: -</p> <ol style="list-style-type: none"> <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration, shall be heard by an arbitration panel composed of three arbitrators, in accordance with Jordanian Laws. In any arbitration proceeding hereunder: <ul style="list-style-type: none"> (a) Proceedings shall be held in <i>Amman</i> unless otherwise agreed by the Parties.
-----	---

	<p>(b) The <i>Arabic</i> language shall be the official language for all purposes; and</p> <p>(c) The decision of the arbitration panel shall be final and binding and shall be enforceable in any court of competent jurisdiction.</p>
--	---

IV. Appendices

APPENDIX 1 – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

See the Terms of Reference.

APPENDIX 2 - REPORTING REQUIREMENTS

Please refer to the deliverables as required and stated clearly in the Terms of Reference.

The consultancy firm will be required to provide one original copy together with a CD Rom for each deliverable.

APPENDIX 3 - 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 4 - 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 5 – Breakdown of Contract Price in Local Currency

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

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

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

Appendix 6 – Services and Facilities Provided by MEMR

GoJ represented by MEMR will provide all the needed documents and templates to the consultant that will help performing the service. These documents will include copies of the following:

- 1) Laws, by-laws and instructions adopted by MEMR.
- 2) Laws, by-laws and instructions adopted by MOE.
- 3) All current and previous contracting documents.
- 4) Any other related documents.

The Consultant will be expected to work closely with MEMR to ensure that he has fully understood the investment organization in Jordan and to obtain the best possible outcome of the service.

Appendix 7- Performance Guarantee Form

Date: Effective Date

To.....

We have the pleasure to inform you that our bank

.....

has guaranteed by a financial guarantee the Consultant

.....

for the sum of US\$.....

as a performance guarantee for Contract Ref.

for the

Being a performance guarantee binding the Consultant to offer Services in accordance with the conditions of the Contract.

We undertake to deposit with you the said amount mentioned above or the remaining amount due upon your first demand, without warning or reservation or any other condition, and notwithstanding any objection on the part of the Consultant.

This guarantee shall remain valid for the period from the date of issue until the satisfactory completion of the required Services by the Consultant and accepting the completion report by MEMR in accordance with the contract. The validity of the said guarantee shall be extended automatically until the final completion report for the Services and shall not be withdrawn by the consultant without MEMR's written approval.

Issued in.....

Signature of Witness.....

Signature of Guarantor Bank.

Name of Witness.....

Date.....

Date.....

