



REPUBLIC OF GHANA

**STANDARD AND SAMPLE  
CONTRACT FOR**

**Consultant's Services**  
Small Assignments, Lump-Sum Payments

**Public Procurement Authority  
Accra, Ghana**

**April, 2014**

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## Introduction

This Standard Contract Document is for Consultant's Services for small-value assignments with a Lump-Sum method of payment.

The Standard Contract consists of three parts: the Contract Form to be signed by the Employer and the Consultant, the Conditions of Contract; and the Appendices.

The Contract Form shall not be modified. However, relevant details specific to each Contract to be provided by the Procuring Entity should be furnished in the spaces indicated by italicized notes in brackets i.e. [*insert here*] or dashes i.e. \_\_\_\_\_. Those details not filled in by the Procuring Entity are the responsibility of the Consultant.

All italicized text (including footnotes) are for use in preparing the Tender documents and should not be included in the final product.

FINAL DRAFT

## Section I: Contract Form

THIS CONTRACT, hereinafter referred to as "Contract," is entered into this \_\_\_\_\_, \_\_\_\_\_ 20\_\_\_\_ [insert starting date of assignment] BETWEEN \_\_\_\_\_, [insert Client's name] hereinafter referred to as the "Client" having its principal place of business at \_\_\_\_\_ [insert Client's address], OF THE ONE PART and \_\_\_\_\_ [insert Consultant's name] hereinafter referred to as the "Consultant", having its principal office located at \_\_\_\_\_ [insert Consultant's address] OF THE OTHER PART.

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

WHEREAS, the Consultant is willing to perform these services,

The following documents shall be deemed to form and be read and construed as part of this Contract;

1. This Contract Form;
2. The Employer's Notification of Award;
3. Letter of Acceptance;
4. Minutes of Negotiation Meeting; and
5. List of Annexes

Annex A: Terms of Reference;

Annex B: Consultant's Reporting Obligations; and

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates;

NOW THEREFORE THE PARTIES HEREIN HEREBY agree as follows:

|           |                 |  |
|-----------|-----------------|--|
| <b>1.</b> | <b>Services</b> | <p>(i) The Consultant shall perform the services specified in Annex A: Terms of Reference (<b>ToR</b>), which is made an integral part of this Contract ("the Services").</p> <p>(ii) The Consultant shall provide the personnel as indicated in the <b>ToR</b> to perform the Services.</p> <p>(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the <b>ToR</b>.</p> |
| <b>2.</b> | <b>Duration</b> | The Consultant shall perform the Services during the   |

|    |                               |  |
|----|-------------------------------|--|
|    |                               | period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.   |
| 3. | <b>Payment</b>                | <p><b>A. <u>Contract Sum</u></b><br/>For Services rendered pursuant to the <b>ToR</b>, the Client shall pay the Consultant an amount of <i>[insert Contract Price in currency words and figures]</i> 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.</p> <p><b>B. <u>Remuneration</u></b><br/>The Client shall pay the Consultant for Services rendered at the rate(s) per man-month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."</p> <p><b>C. <u>Schedule of Payments</u></b><br/>The following payment schedule will be used:-<br/><i>[insert payment schedule as in the ToR]</i></p> <p><b>D. <u>Payment Conditions</u></b><br/>Payment shall be made in <i>[insert currency]</i> no later than <b>30 days</b> following submission by the Consultant of invoices in duplicate to the Employer's Authorized Representative designated in Clause 5.</p> |
| 4. | <b>Taxes</b>                  | The Consultant, sub-Contractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.   |
| 5. | <b>Project Administration</b> | <p><b>A. <u>Authorized Representative</u></b><br/>Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by their Authorized Representatives namely,<br/><i>[insert full name]</i> on behalf of the Employer; and</p>   |

|    |                              |  |
|----|------------------------------|--|
|    |                              | <p>[insert full name] on behalf of the Consultant</p> <p><b>B. <u>Timesheets</u></b><br/>During the course of their work under this Contract, the Consultant's employees providing services under this Contract may be required to complete time sheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.</p> <p><b>C. <u>Records and Accounts</u></b><br/>The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.</p> <p><b>D. <u>Reports</u></b><br/>The reports listed in the agreed ToR, shall be submitted in the course of the assignment, and will constitute the basis of the payments to be made under this Contract.</p> |
| 6. | <b>Performance Standards</b> | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.  |
| 7. | <b>Confidentiality</b>       | The Consultant 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. | <b>Ownership of Material</b> | 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.  |
| 9.  | <b>Consultant not to be engaged in certain Activities</b> | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.  |
| 10. | <b>Insurance</b>  | The Consultant will be responsible for taking out any appropriate insurance coverage.  |
| 11. | <b>Assignment</b>   | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.  |
| 12. | <b>Notices</b>  | All notices, requests or communications between the parties under this Contract shall be in English language by a letter signed by an authorized representative of the sending party and delivered by mail or by electronic forms that provide a record of the content of communication to the following address:<br>[insert address of the Employer]<br>[insert address of the Consultant]  |
| 13. | <b>Amendments</b>   | Any of the terms and conditions of this contract may be amended or modified by mutual agreement of both parties. Any such modification or amendments shall be in writing and signed by both parties.   |
| 14. | <b>Force Majeure</b>                                      | If either party is unable by reason of Force Majeure to perform its obligations under this Contract, such party shall give notice to other party of the event;<br><br>Force Majeure denotes any event, the happening or pernicious effect of which could not be reasonably prevented. Either party shall not be responsible or liable for any delay or failure in the fulfilment of its obligations under this Contract, directly or indirectly due to any cause or circumstances beyond its control including but not limited to , any regulations, orders or instructions issued by municipal authorities or any department or agency thereof , acts of God, fires, typhoons, or |

|     |  |  |
|-----|--|--|
|     |  | embargoes, war, hostilities, invasion, acts of public terrorism, epidemics, and quarantine and difficulty in receiving supplies of products or any act mitigating against the production of or supply of the products.<br><br>Neither party shall be held liable for any damage or loss whether monetary or otherwise as a result Force Majeure. |
| 15. | <b>Obligations of the Employer</b>         | The Employer shall use its best efforts to provide the Consultant such assistance, facilities and exemptions as may be required for the successful completion of the assignment.<br><i>[provide list as necessary]</i>   |
| 16. | <b>Law Governing Contract and Language</b> | The Contract shall be governed by the laws of the Republic of Ghana, and the language of the Contract shall be <b>English</b> .  |
| 17. | <b>Termination by the Employer</b>         | The Contract will continue until all services and deliverables, if any, have been provided and accepted in accordance with Section II: Description of Services unless it is terminated earlier in accordance with the terms as set out below.  |
|     |  | a. if the Consultants do 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 Employer may have subsequently approved in writing or in electronic form that provides record of the content of communication                         |
|     |  | b. if the Consultant become insolvent or bankrupt;   |
|     |  | c. if, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than <i>[insert number]</i> days; or  |
|     |  | d. if the Consultant(s), in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in   |

|            |                                      |   |   |
|------------|--------------------------------------|---|---|
|            |                                      |   | competing for or in executing the Contract.   |
| <b>18.</b> | <b>Termination by the Consultant</b> | The Consultant may terminate this Contract, by not less than <i>[insert number]</i> days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause: |   |
|            |                                      | a.  | if the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within <i>[insert number]</i> days after receiving written notice from the Consultant that such payment is overdue; or |
|            |                                      | b.  | if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than <i>[insert number]</i> days.   |
| <b>19.</b> | <b>Payment upon Termination</b>      | Upon termination of this Contract pursuant to Clause 14 or 16.2, the Employer shall make the following payments to the Consultant:  |   |
|            |                                      | a.  | remuneration for Services satisfactorily performed prior to the effective date of termination;  |
|            |                                      | b.  | except in the case of termination pursuant to paragraphs (a), (b) and (d) of <b>Clause 17</b> , 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.  |
| <b>20.</b> | <b>Protection of the Environment</b> | The Consultant shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.  |   |
| <b>21.</b> | <b>Health and Safety</b>             | The Consultant shall at all times take all reasonable precautions to maintain the health and safety of his personnel.   |   |
| <b>22.</b> | <b>Amicable Settlement</b>           | The Parties shall seek to resolve any dispute amicably by mutual consultation.  |   |

|     |                           |   |
|-----|---------------------------|---|
| 23. | <b>Dispute Resolution</b> | Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the laws of the Republic of Ghana. |
|-----|---------------------------|---|

**SIGNED FOR AND ON BEHALF  
OF THE EMPLOYER:**

.....  
**Signature**  
 (Name).....  
 [Authorized Representative]

**IN THE PRESENCE OF**

.....  
**Signature**  
 (Name).....  
 (Occupation).....  
 (Address).....

**SIGNED FOR AND ON BEHALF  
OF THE SERVICE PROVIDER:**

.....  
**Signature**  
 (Name).....  
 [Authorized Representative]

**IN THE PRESENCE OF**

.....  
**Signature**  
 (Name).....  
 (Occupation).....  
 (Address).....

## **Section II: List of Annexes**

Annex A: Terms of Reference

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

FINAL DRAFT

**Annex A: Terms of Reference**

*[Note: The Terms of reference attached to this Contract shall be the same agreed Terms of Reference from the Request for Proposal for Selection of Consultants, Small Assignments without any material deviations or reservations]*

FINAL DRAFT

**Annex B: Consultant's Reporting Obligations**

*[Please specify as per the requirements in the Request for Proposals for Consulting Services, Small assignments]*

FINAL DRAFT

## Annex C: Cost Estimate of Services and List of Personnel

### 1. Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price: Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).

This annex will exclusively be used for determining remuneration for additional Services.

#### Remuneration of Staff

| Position       | Name | Rate (per month/day/hour in GHS) | Time spent (Number of months/days/hours) | Total (GHS) |
|----------------|------|----------------------------------|--|-------------|
| 1. Team Leader |      |                                  |  |             |
| 2.             |      |                                  |  |             |
| 3.             |      |                                  |  |             |
| n-1            |      |                                  |  |             |
| n              |      |                                  |  |             |
|                |      |                                  | <b>Total</b>                             |             |

Total cost in Figures: \_\_\_\_\_ [insert amount in figures]

Total cost in words : \_\_\_\_\_ [insert amount in words]

### 2. Personnel

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (CVs of all key proposed key personnel shall be attached)

| S/No. | Position<br>[PE to list required key personnel] | Name | Years of Experience<br>(General Experience) [PE to list required Years of Experience] | Years of experience in proposed position<br>[PE to list Years of Experience] |
|-------|---|------|---|--|
| 1.    |   |      |   |  |
| 2.    |   |      |   |  |
| 3.    |   |      |   |  |
| n-1   |   |      |   |  |
| n     |   |      |   |  |