

**STANDARD CONTRACT OF CONSULTANCY
SERVICES FOR SMALL ASSIGNMENTS**



REPUBLIC OF RWANDA

Consultancy Contract

For

by and between

The Government of Rwanda

Name of the Procuring entity:.....

And

.....

Contract number:

Contract amount and currency:

Contract duration:

Contract administrator/Manager:

Date of contract:

CONSULTANCY SERVICES CONTRACT

This Consultancy Services Contract Hereinafter referred to as the “**Contract**” is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms....., the of the Ministry of/name of the Public Institution (Hereinafter referred to as “**the Client**” and Ltd/Cie, a incorporated in (Country) under the Registry number Represented by Mr/Mrs/Ms, ID/PC N° issued at....., the of the company Hereinafter referred to as the “**Consultant**”

Introduction

Whereas:

1.
2.
3.
4.

Now therefore the parties hereby agree as follows

Article One: The object of this contract

The object of this contract is to provide the Client with the consultancy services for the, as detailed in the terms of reference attached to this Contract as Annex I. and constituting integral part of this contract.

Article 2: Definitions

(1) **Contract** means, this agreement entered into between andLtd together with the contract documents referred to in this Contract that may include any amendments thereto.

(2) **Contract Documents** means the documents listed under Article 4 of this contract including any amendments thereto.

(3) **Contract Price** means the total price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract

(4) **Completion** means the fulfilment of the related services by the Consultant in accordance with the terms and conditions set forth in the Contract Documents and with the requirements of the profession.

(5) **Day** means calendar day.

(6) **Force Majeure** shall include, without limitation: Acts of God; acts of war, terrorism or the public enemy, strikes, lockouts or other civil disturbances, riots, hurricanes, floods, fires, explosions or destruction from any involuntary cause of any character either similar or dissimilar to the foregoing reasonably beyond the control of the party failing to perform.

(7) **In writing** means communicated in written form with proof of receipt

(8) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to which any part of the assignment to be performed or execution of any part of the related services is subcontracted by the Consultant

(9) **Corrupt practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity;

(10) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation;

(11) **Collusive practice** means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant;

(12) **Coercive practice** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance;

(13) **Obstructive practices** means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.

Article 3: Management of the contract

The in charge of shall ensure the management of this contract on behalf of the Client.

Article 4: Contract Documents

The services shall be performed in accordance with the Contract Documents listed below in the order of their priority.

1. This Contract
2. Annex I: Terms of reference
3. The minutes of negotiations
4. The Notification

5. The Request for proposal
6. The proposal, both technical and financial

Should there be any conflict or ambiguity between any of the above listed documents, priority shall be given in the order as listed above.

Article 5: Consultant's General Responsibilities

1. The Consultant shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. The Consultant shall act at all times so as to protect, and not be in conflict with, the interests of the Client, and shall take all reasonable steps to keep all costs and expenses at a reasonable level.
3. The Consultant shall be responsible for work or services performed by its agents, servants, employees, subcontractors and independent contractors in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Consultant shall select reliable persons who will perform effectively and conform to the highest standards of professional, moral and ethical conduct.
4. The Consultant shall respect and abide by all applicable laws, regulations and ordinances, and shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors do so.
5. The consultant shall, at all times in relation with this contract, be a liable advisor of the client in accordance with professional ethics;
6. The consultant shall not be allowed to take any decision on behalf of the client without the latter's prior written consent
7. The consultant shall refrain from anything that may compromise his/her independence during the performance of the assignment

Article 6: Location

The Services shall be performed at(place).

Article 7: Duties and Obligations of the Parties

7.1. The Consultant shall, among others:

- a. Perform the duties and obligations under this Contract as specified in the Terms of reference;
- b. Submit reports and other required deliverables in the time and conditions specified in the terms of reference;
- c.
- d.

7.2. The Client shall:

- a. Pay the invoices submitted by the Consultant within the time limit specified in this contract.
- b. Provide all documentation, materials, or any necessary information in its possession required for the good performance of the service;
- c. Approve all required reports or give relevant recommendations within fifteen (15) days. If the client fails to approve or give any feedback within that period the report shall be considered as approved ;

Article 8: Deliverables and Penalty on Delayed Reports

The Consultant shall submit to the Client reports or deliverables as specified in the terms of reference on Services rendered during the period reported on. In the event that such report or deliverable is not timely submitted to the Client by the Consultant within the period specified in the terms of reference, the Consultant shall incur a penalty fee of 1% of the total of the contract price for each day of delay until such report has been delivered to the Client. Once the maximum is reached, the client may terminate the contract or extend its duration until full completion. However such extension of the contract shall not exceed..... days/month and penalties shall continue to accrue until full completion of the contract or termination.

Article 9: Contract Price

- a. The contract price for the consultancy services is (Rwandan Francs) (Rwf) all taxes Inclusive. The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof.
- b. The contract price includes any fees, expenses or any other cost that the Consultant might incur in relation with this contract and no reimbursable shall be claimed by the Consultant.

Article 10: Billing and Payment modalities

- a. The Consultant shall be paid upon presentation to and approval by the Client of an invoice according to the payment periodicity specified in the terms of reference.
- b. Each invoice shall be accompanied with a report as required in the terms of reference and approved by the Client. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such a report.
- c. In the event of a disputed invoice, the Client shall notify the Consultant in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Client shall pay the remaining portions, if any, of such invoice.
- d. All payments shall be paid to the following account:

Account Holder:
 Account number:
 Bank Name:
 Bank Address:

- e. Notwithstanding the foregoing or anything to the contrary contained herein, the Consultant may, in its sole discretion and with thirty (30) days prior written notice to Client, change the

account to which such payments are to be made, subject to the requirements by relevant authorities.

Article 11: Duration of the Contract

This contract is concluded for a period of (...) days/months/years starting from the date of signing of this contract by both parties, unless terminated earlier or extended by agreement of the parties in an executed addendum to this contract.

Article 12: Termination:

- a. In the event of unsatisfactory performance remedial measures shall be undertaken failure to which termination of the Contract will be an available option to the aggrieved party in accordance with the termination clauses under this Contract.
- b. Subject to the relevant articles of this Contract, either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this Contract for breach of a material term or condition of this Contract unless the party receiving the notice cures such breach within such thirty (30) day period.
- c. The Client may at any time and without assigning cause, terminate this Contract by giving at least thirty (30) days prior written notice of termination to the Consultant. During such period, the Contract shall remain in full force and effect and both parties shall continue to perform in accordance with this Contract.
- d. The Client may terminate this contract by serving a seven (7) day written notice:
 - i. If, in the judgment of the Client, the Consultant has engaged in fraud and corruption, in competing for or in executing this Contract;
 - ii. If the Consultant has been declared insolvent or bankrupt by a competent court.
 - iii. The Consultant has subcontracted this contract without informing and agreeing with the Client;
 - iv. The Consultant refuses to use the prescribed materials as expected by the Client;
 - v. The Consultant fails to observe the laws and rules of Rwanda, to comply with any final decision reached as a result of court or arbitration proceedings, or the Client's instructions;
 - vi. The Consultant demonstrates general negligence, alienation or involves himself in some activities that dispose the Client's rights
 - vii. The Consultant fails to start the work for three (3) consecutive days from the date of signing this contract.
- e. The contract shall be automatically terminated when the Consultant deserts his duties.

Upon termination of this Contract, the Client shall pay to the Consultant remuneration for Services satisfactorily performed prior to the effective date of termination, without prejudice to any remedy available to the client.

Article 13: Relationship

Nothing contained in this Contract shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant, principal and agent or employer

and employee; it being understood that the Consultant is an independent contractor in relation to the Client. No person engaged by the Consultant in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of the Client, and the Consultant shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Consultant. The Consultant shall inform such persons of the foregoing.

Article 14: Assignment of Personnel

Other than persons specifically named in this Contract, no person shall be assigned by the Consultant to work or perform services in connection with this Contract until after the Consultant has notified of the Client of the identity of such proposed persons and has provided the Client with their curricula vitae, and the Client has notified the Consultant that the Client approves of such assignments.

Article 15: Removal and/or replacement of Personnel

- a. Except as the Client may otherwise agree, no changes shall be made in the personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel, the Consultant shall promptly provide as a replacement a person of equivalent or better qualifications, subject to a written approval of the Client of the proposed personnel.
- b. If the Client (i) finds that any of the personnel has committed a criminal action or, or (ii) has 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 therefore, promptly provide as a replacement a person with equivalent or better qualifications
- c. Such withdrawal or replacement shall not be a cause for suspension of the Contract.
- d. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph a. and b. of this Article shall be borne by the Consultant, and the payment to be made by the Client for any of the personnel provided as a replacement shall not exceed the payment which would have been made in respect of the personnel replaced.

Article 16: Workmen's Compensation and other Insurance

- a. The Consultant shall take out and maintain:
 - i. All applicable workmen's compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;
 - ii. Liability insurance in an appropriate amount for death, bodily injury or damage to property arising from the operation of any vehicles, boats or airplanes or other equipment owned or leased by the Consultant or its agents, servants, employees, subcontractors and independent contractors performing work or services in connection with this Contract;
 - iii. Comprehensive general liability insurance in an appropriate amount for all claims for death,
 - iv. bodily injury or damage to property, including, but not limited to, products liability, arising from acts performed or omissions committed by the Consultant, its agents,

servants, employees, subcontractors and independent contractors in connection with this Contract; and

- v. Such other insurance as may be agreed upon between the Client and the Consultant.
- b. The Consultant shall ensure that all policies of insurance referred to above, other than for workmen's compensation, shall name the Client and, where appropriate, subcontractors and independent contractors concerned, as additional insured parties.
- c. Upon request by the Client, the Consultant shall provide evidence, to the reasonable satisfaction of the Client, of the insurance referred to above and shall give the Client reasonable advance notice of any proposed changes related to such insurance.
- d. The Client undertakes no responsibility to provide life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

Article 17: Source of Instructions

The Consultant, its agents, servants, employees, subcontractors and independent contractors, shall neither seek nor accept instructions from any authority external to the Client in connection with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect the Client. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

Article 18: Officials not to Benefit

The Consultant warrants that no Government official or employee has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

Article 19: Subcontracting

The Consultant shall engage no subcontractor to perform any work or services in connection with this Contract unless the Consultant shall have notified the Client of the identity of the proposed subcontractor and the Client shall have notified the Consultant of its approval of the engagement of the subcontractor. The approval by the Client of the engagement of a subcontractor shall not relieve the Consultant of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor. The terms of any subcontract shall be subject to and in conformity with the provisions of this Contract.

Article: 20: Fraud and Corruption

If the procuring entity determines that the Consultant, his employees, agents, subcontractors, or any other person acting in the name or on the account of the consultant, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the contract, then the procuring entity may after giving 15 days notice to the consultant terminate the contract.

Article 21: Assignment

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Consultant's rights, claims or obligations under this Contract except after obtaining the prior written approval of the Client.

Article 22: Confidential Nature of Documents

- a. All maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and all other data (referred to hereinafter in this Article as "documents") compiled by or received by the Consultant or its agents, servants, employees, subcontractors or independent contractors in connection with this Contract shall be the property of the Client, shall be treated as confidential and shall be delivered only to duly authorized Client's officials on completion of work or services under this Contract or termination of the Contract, or as may otherwise be required by the Client.
- b. In no event shall the contents of such documents or any information known or made known to the Consultant by reason of its association with the Client be made known by the Consultant or its agents, servants, employees, subcontractors or independent contractors to any unauthorized person without written approval of the Client.
- c. Subject to the provisions of this Article, the Consultant may retain a copy of documents produced by the Consultant.
- d. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.
- e. The obligations in this Article do not lapse upon termination of this Contract.

Article 23: Use of Name, Emblem or Official Seal of the Client

The Consultant, its agents, servants, employees, subcontractors and independent contractors shall not advertise or otherwise make public the fact that it is performing, or has performed, work or services for the Client or use the name, emblem or official seal of the Client or any abbreviation of the name of the Client in connection with its business for advertising purposes or for any other purposes. The Consultant shall take all reasonable measures to ensure compliance with this provision by its agents, servants, employees, subcontractors, and independent contractors. This obligation does not lapse upon termination of the Contract.

Article 24: Copyright, Patents and Other Proprietary Rights

- a. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks with regard to maps, drawings, photographs, mosaics, plans,

manuscripts, records, reports, recommendations, estimates, documents and other materials, (referred to hereinafter in this Article as "materials") except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of Client, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations there from. If the Consultant incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to the Client from the persons in whom any existing copyrights therein may be vested and produce evidence to the Client of such permission.

- b. The Consultant agrees that it will forthwith disclose and assign to the Client all discoveries, processes, or inventions, made or conceived in whole or in part by it alone or in conjunction with others relating to or arising out of this Contract, and the said discoveries, processes, or inventions, shall become and remain the property of the Client, whether or not patent applications are filed thereon.
- c. Upon request by the Client and at its expense, the Consultant shall take all necessary steps, execute all necessary documents and generally assist the Client in securing such proprietary rights and transferring them to the Client in compliance with the requirements of the applicable law.
- d. The obligations in this Article do not lapse upon termination of the Contract.

Article 25: Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

Article 26 - Amendments

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

Article 27: Liability

The Consultant shall be liable to fully indemnify, defend and hold harmless the Client for and against all and any losses or damages which the Client may suffer or incur (whether directly or indirectly) as a result of the breach of this Contract by the Consultant or as a result of damages caused by the Consultant's employees.

Article 28: Limitation of Liability

Neither the Consultant, nor any of its officer, director, principal, employee, its agents, servants, employees, subcontractors or independent contractors shall be liable to the Client for any loss incurred by the Client in connection with the matter to which this Contract relates, except a loss resulting from the willful misconduct or gross negligence on the part the Consultant. Under no circumstances shall the Consultant be liable to Client for any special, incidental, indirect, punitive or consequential loss or damage of any nature except as provided for under this Contract.

Article 29: Approval and Consents

An approval or consent by a party under this Contract shall only be valid if in writing but shall not relieve the other party from responsibility for complying with the requirements of this Contract nor shall it be construed as a waiver of any rights under this Contract except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Contract.

Article 30: Force Majeure

- a. If either party is rendered unable, wholly or in part, by Force Majeure (as hereinafter defined) or any other cause of any kind not reasonably within its control, to perform or comply with any obligation or condition of this Contract, upon giving written notice to the other party within five (5) days of the occurrence of the Force Majeure event, such obligation or condition and liability therefore shall be suspended during the continuance of the inability so caused; however, such period shall not exceed sixty (60) days from the giving of written notice. Upon expiration of the sixty (60) days from the giving of written notice, if the event of Force Majeure has not been overcome, this Contract may be terminated at the option of either party. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Strikes or labor trouble shall be deemed beyond the reasonable control of the party claiming Force Majeure, and such party shall under no circumstances be required to make any concessions or concede any demands to the party or parties causing the strike or labor trouble.
- b. 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.

Article 31: Entire Agreement and Severability

This Contract constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Article 32 - 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.

Article 33: Governing Law, Dispute resolution and Language

a. Governing Law

- i. “This Contract shall be governed by and construed in accordance with the laws of the Republic of Rwanda.
- ii. The Parties have further agreed that if the provisions of this Contract are inconsistent with the effective laws of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law.
- iii. Invalidity of one or more provision or articles of this Contract shall not invalidate any other provisions or the Contract as a whole. If a provision is found to be invalid or contravenes national legislation, the parties will agree on amendment of the provision and in the case of disagreement, the matter shall be referred to the Minister of Justice/Attorney General for legal advice. In case the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution”.

b. Dispute Resolution

i. Amicable solution:

Any dispute or differences between the parties arising out of this Contract shall in the first instance be settled amicably by submitting such a dispute to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative serving on such panel shall have full authority to settle the Dispute.

ii. Litigation:

“If the parties cannot settle the dispute amicably, the matter shall be referred to national courts of competent jurisdiction.”

Or

iii. Arbitration:

If the dispute cannot be amicably settled by the parties, the matter shall be referred to and finally resolved by arbitration in accordance with the Rules of Kigali International Arbitration Center (KIAC).

The number of arbitrators to the proceedings shall be one (or three depending on the size of the contract) appointed in accordance with the rules.

The seat of arbitration shall be in Rwanda.

The language of arbitration shall be..... (choose the language).

The award rendered by the arbitrator(s) shall be final and binding and shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs incurred including legal fees to be paid by the party against whom enforcement is ordered.

c. Language

All notices, correspondence, documentation or communications of whatsoever nature, reports submitted or prepared under or in connection with this Contract shall be in the English language.

Article 34: Waiver

No waiver of any provision or of any breach of this Contract shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

Article 35: Notice

Each party chooses as its address for all purposes under this Contract whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Contract as follows:

The Government of Rwanda:

.....
.....
.....

The Client

.....
.....
.....

Any notice required or permitted under this Contract shall be valid and effective only if in writing, and shall be deemed to have been received on the date of its reception.

Any party may by notice to the other party, change its chosen address to another physical address and such change shall take effect on the eighth (8) day after the date of receipt by the party who last receives the notice.

Article 36: Counterparts

This Contract may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

Article 37: Entry into Force

This Contract comes into force on the date of its signature by both parties.

For and on behalf of the Government of Rwanda

By: _____
Name:
Title:

For and on behalf of the Consultant

By: _____
Name:
Title:

Date: _____

ANNEX I: TERMS OF REFERENCE