

Republic of Sierra Leone

**User Guide
Lump-Sum
Remuneration of
Consultant Services
Contract**

USER GUIDE INDEX

USER GUIDE INDEX	1
PREFACE	2
FORM OF CONTRACT	4
NOTES ON THE FORM OF CONTRACT	4
STEP-BY-STEP PREPARATION OF THE FORM OF CONTRACT	4
GENERAL CONDITIONS OF CONTRACT	5
NOTES ON THE GENERAL CONDITIONS OF CONTRACT	5
SPECIAL CONDITIONS OF CONTRACT	6
NOTES ON THE SPECIAL CONDITIONS OF CONTRACT	6
STEP-BY-STEP PREPARATION OF THE SPECIAL CONDITIONS OF CONTRACT.....	6
APPENDICES	12
NOTES ON THE APPENDICES	12
COMPLETION OF THE APPENDICES BEFORE CONTRACT SIGNATURE.....	12

Preface

The Contract Format for Lump-Sum Remuneration Consultant Services is based on the World Bank format of 1995, as subsequently revised and amended. This is the standard contract format for the procurement of lump-sum remuneration Consultant services, although for low-cost and very simple assignments, the “**Small Assignments – Lump-Sum Payments**” contract format may be a suitable alternative.

This draft Contract normally forms part of a Request for Proposals issued to shortlisted Consultants.

The Contract format consists of three main parts when the Request for Proposals is issued:

- Form of Contract;
- General Conditions of Contract;
- Special Conditions of Contract.

During finalisation of the Contract prior to signature, the following Appendices, either issued by the Client or submitted by the Consultant, as amended and agreed by both parties, shall be attached as part of the Contract:

- Appendix A: Description of the Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Subconsultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract price in Leones
- Appendix F: Services and Facilities Provided by the Client

Preparation of the Special Conditions of Contract is carried out partly before issue of the Request for Proposals, but can only be finalised to reflect all agreements between the winning Consultant and the Client following approval of the award of contract.

The relevance of the wording of the contract format must be checked against the requirements of the Services to be procured. The following general directions should be observed when using the contract format.

- (a) The front cover page of the Contract should be completed with the name of the Client, the name of the Consultant, title of the Services, the Procurement Number and the date of issue.

- (b) Footnotes, notes in square brackets [] or in italics, must not be included in the documents issued to Consultants, except for the notes on model forms for the submission of proposals and in the appendices where this information is useful for the bidder or Consultant.
- (c) Specific details, such as the “name of the Client” must be completed in the Special General Conditions of Contract.
- (d) Amendments, if any, to the General Conditions of Contract must only be made through the Special Conditions of Contract.
- (e) Footnotes or notes in italics included in the Special Conditions of Contract are not part of the text of the document to be issued, although they contain instructions that the Client should strictly follow during preparation.
- (f) Clauses included in this User Guide for the Special Conditions of Contract are given only to illustrate the clauses that should be drafted specifically for each procurement.

Form of Contract

Notes on the Form of Contract

The Form of Contract is normally left as a draft format when the Request for Proposals is issued. The actions listed below should be undertaken during final preparation of the contract following Procurement Committee approval of the award of contract.

Step-by-Step Preparation of the Form of Contract

Action (following award of contract):

Insert in the cover page the title of the Contract, the names of the Client and the Consultant, the Procurement Number, and the date. Normally this date will be the month and the year only to allow for any delay between preparation of the contract and the actual date of signature.

Insert in the appropriate places in the opening paragraph of the Form of Contract, the date of contract signature; the name of the Client; and the name of the Consultant. Note the amendments to be made to the opening paragraph if the Consultant is a joint venture of several firms or individuals, and ensure that the names of all members of the joint venture are included in the Form of Contract. The second paragraph, which is only a guidance note, must always be deleted from the final version to be signed by the Parties.

Check that the Appendices listed in paragraph 1(c) are all required. If any are not required, add the words "Not Used" against the Appendix. Assemble and attach the documents listed in paragraph 1(c) of the agreement which are a part of the Contract, and prepare four sets of all documents for signature by both Parties to the contract.

Ensure that all agreements concluded between the Client and the Consultant during negotiations are accurately reflected in the Special Conditions of Contract and in the Appendices.

General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract when read in together with the Special Conditions of Contract and all required Appendices, should be a complete document expressing all the rights and obligations of the parties to the contract.

The General Conditions of Contract must not be altered. Any necessary changes and complementary information shall be introduced only through the Special Conditions of Contract.

Special Conditions of Contract

Notes on the Special Conditions of Contract

The Clauses in the Special Conditions of Contract provide contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

When first issued with the RFP, the Special Conditions will complement the General Conditions by specifying the contractual requirements of the Client and the services to be performed. In preparing the Special Conditions of Contract, the following modifications may need to be inserted:

- (a) information which is required to be entered in the Special Conditions by statements in the corresponding clause of the General Conditions of Contract (for example, the address of the Client, or the amounts of insurance cover required to be taken out by the Consultant);
- (b) new clauses, or amendments and/or supplements to the clauses of the General Conditions as may be necessary for the circumstances of the specific contract; and
- (c) when removal of a Clause in the General Conditions of Contract is required by the Client.

During finalisation of the contract documents prior to signature, further information is required in the Special Conditions of Contract regarding:

- (a) details of the Consultant as specified by clauses in the General Conditions of Contract; and
- (b) any further modification to the Conditions of Contract which have been jointly agreed between the Client and the Consultant.

Step-by-Step Preparation of the Special Conditions of Contract

Each clause of the General Conditions of Contract should be checked to ensure that additional information required in the Special Conditions of Contract is recorded and that the text is appropriate to the specific contract. Where the text of the General Conditions of Contract needs to be expanded, modified or even deleted, this can only be done through the Special Conditions of Contract.

The text of the clauses in the General Conditions of Contract indicates some of the essential data and additional information required in the Special Conditions of Contract. Where additional detail to supplement or modify the clauses of the General Conditions of Contract is required, this should be added in the Special Conditions. If any Clause or Sub-Clause is not required, this can be removed by entering the GCC Clause number in the Special Conditions of Contract, with the words “*Not Applicable*”.

Text within square brackets in this User Guide [] indicates further guidance or an instruction to be completed with the appropriate information.

Most of the information required in the Special Conditions of Contract should be entered before issue of the Request for Proposals. However, information such as the name of the Consultant, and other details agreed with the winning bidder, can only be completed after approval of the contract award. Before issue of any letter of acceptance, each clause of the Special Conditions of Contract should be carefully reviewed to ensure that all contractual agreements between the Client and the Consultant are fully recorded.

GCC Clause 1.1(a): If for any reason the Applicable Law is to be other than the laws of the Republic of Sierra Leone, enter in the SCC “GCC Clause 1.1(a): *The Applicable Law for the Contract is the law of [state the country whose laws are to be used].*”

GCC Clause 1.1(i): If the Consultants are a joint venture, the Member in Charge must be specified in the SCC “GCC Clause 1.1(i): *The Member in Charge is [name of joint venture member].*”

GCC Clause 1.3: Insert the language of the Contract “GCC Clause 1.3: *The language of the Contract is English.*”

GCC Clause 1.4: Insert the names, addresses, email addresses and facsimile numbers of both the Client and the Consultant for the receipt of notices “GCC Clause 1.4: *The addresses for notices are: Client: [Client name, person to contact, address, email, fax number.]; Consultant: [Consultant name, person to contact, address, email, fax number.]*”

GCC Clause 1.6: Insert the name and position in the organisation of the officials of both the Client and the Consultant who have authority to take any action required or permitted under the Contract. “GCC Clause 1.9: *The Authorised Representatives are:*
For the Client: _____ [name and position]
For the Consultant: _____ [name and position].”

GCC Clause 1.7: The RFP specifies that the issues of local taxes is to be identified during negotiations. As a results of negotiations, specify in the SCC any taxes, duties, fees, levies or other impositions within the Republic of Sierra Leone from which the Consultants will be exempt, the Client will pay on behalf of the Consultants, or will be reimbursed to the Consultants by the Client.

Example:

“GCC Clause 1.7: *The Client warrants that the Consultants, the Sub-consultants and their Personnel shall be exempt from [or that the Client shall pay on behalf of the Consultants, the Sub-consultants and the Personnel, or shall reimburse the Consultants, the Sub-consultants and the Personnel for] any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultants, the Sub-consultants and the Personnel in respect of:*

- (a) *any payments whatsoever made to the Consultants, Sub-consultants and the Personnel (other than nationals of the Republic of Sierra Leone or permanent residents of the Republic of Sierra Leone), in connection with the carrying out of the Services;*

- (b) *any equipment, materials and supplies brought into the Republic of Sierra Leone by the Consultants or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into the country, will be subsequently withdrawn therefrom by them;*
- (c) *any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;*
- (d) *any property brought into the Republic of Sierra Leone by the Consultants, any Sub-consultants or the Personnel (other than nationals of the Republic of Sierra Leone or permanent residents of the Republic of Sierra Leone), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Republic of Sierra Leone, provided that:*
 - (1) *the Consultants, Sub-consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Republic of Sierra Leone in importing property into the Republic of Sierra Leone; and*
 - (2) *if the Consultants, Sub-consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Republic of Sierra Leone upon which customs duties and taxes have been exempted, the Consultants, Sub-consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Republic of Sierra Leone, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Republic of Sierra Leone.”*

GCC Clause 2.1: If there are any conditions required for the effectiveness of the Contract, (such as - receipt by the Consultant of the Advance Payment, receipt by the Client of the Security for the advance payment, or approval of specified key personnel by the Client), insert in the SCC *“GCC Clause 2.1: The effectiveness of the Contract is subject to the following conditions: [list the conditions for effectiveness].”*

GCC Clause 2.2: If the time period after the Effective Date of the Contract for the Consultants to commence carrying out the Services is to change from the 30 days stated in this clause, insert in the SCC *“GCC Clause 2.2: The time period for commencement of the Services shall be [period of time] or other such time period as the parties may agree in writing.”*

GCC Clause 2.3: Insert the time period after the Effective Date for the Contract to expire *“GCC Clause 2.3: The time period for expiration of the Contract shall be [total elapsed time for the contract] or such other time period as the parties may agree in writing.”*

GCC Clause 3.2.4(b): If there are any additional conflicting activities from which the Consultant is to be prohibited after termination of the contract, these should be inserted into the SCC *“GCC Clause 3.2.4(b): The Consultants, Sub-consultants or their Personnel, shall not engage directly or indirectly in: [give list of prohibited activities and/or other restrictions or qualifications such as ‘for a period of 6 months following termination of this contract’.]”*

GCC Clause 3.4: Insert the insurance cover required from the Consultant for each category of risk required

Example

“GCC Clause 3.4: The risks and insurance coverage shall be:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Sierra Leone by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage of [amount];*
- (b) Third Party liability insurance, with a minimum coverage of [amount];*
- (c) professional liability insurance, with a minimum coverage of [amount];*
- (d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and*
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants’ property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.”*

GCC Clause 3.5(c): If any other actions by the Consultant, additional to those listed under this GCC Clause, will require written approval of the Client, insert in the SCC *“GCC Clause 3.5(c): Other actions requiring the written approval of the Client are:*

Example:

‘Taking any action under a Contract for Works designating the Consultants as “Engineer,” for which action, under the Contract for Works, the written approval of the Client as “Employer” is required.’”

GCC Clause 3.7: If any restrictions are to be placed on use by the Consultants (or the Client) of documents or software prepared for the Client, insert in the SCC *“GCC Clause 3.7: Future use of the documents or software arising from this Contract shall be restricted as follows: Example Clauses:*

- ‘The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.’*
- ‘The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.’*
- ‘Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.’”*

GCC Clause 5.1: If any changes, additions or deletions are required to the obligations of the Client listed under this GCC Clause, these must be specified in the SCC *“GCC Clause 5.1: Assistance and exemptions to be provided by the Client are modified as follows: [list sub-clause number and the required modification] - for example*

GCC Clause 5.1(c): Not Applicable

GCC Clause 5.1(b): The privileges under this sub-clause are hereby modified to exclude dependents.”

GCC Clause 6.2(a): Insert the amount of the Contract Price payable in foreign currencies into the SCC *“GCC Clause 6.2(a): The amount in foreign currency or currencies is: [currency and amount].”*

GCC Clause 6.2(b): Insert the amount of the Contract Price payable in Leones into the SCC
“GCC Clause 6.2(b): *The amount in Leones is: [amount].*”

GCC Clause 6.4: Insert the bank account details for foreign currency and for Leones payments to be made, as advised by the Consultants. “GCC Clause 6.4: *The accounts are: For foreign currency [name of bank, branch, bank code and account number]; and for Leones [name of bank, branch, bank code and account number].*”

GCC Clause 6.4: Insert the detailed payment schedule for the contract in the SCC “GCC Clause 6.4: *Payments shall be made according to the following schedule:*

Example Payment Schedule:

- *Twenty (20) percent of the Contract Price shall be paid on the commencement of services as an advance payment against the submission of a bank guarantee for the same amount.*
- *Ten (10) percent of the Contract Price shall be paid on receipt of the inception report.*
- *Twenty-five (25) percent of the Contract Price shall be paid on receipt of an interim report.*
- *Twenty-five (25) percent of the Contract price shall be paid on receipt of the draft final report.*
- *Twenty (20) percent of the Contract Price shall be paid on approval of the final report.”*

If necessary, add further information on conditions relating to the advance payment:

Example:

“The advance payment of [amount and currency or currencies] shall be made within [number of days] days after the Effective Date of the Contract. The bank guarantee provided by the Consultant shall be in the amount and currencies of the advance payment and shall be valid for a minimum period of [state period]. The bank guarantee shall be discharged when total payments have reached 50 percent of the Contract Price.”

GCC Clause 6.4: Insert in the SCC the conditions to be met before payment will be made
“GCC Clause 6.4: *Payment will be made within [number of days] days following receipt of the invoice and the deliverables specified under Clause 6.4, and within [number of days] days in the case of the final payment.*”

GCC Clause 6.5: Insert details of the annual interest rate to be used as a penalty for delayed payment by the Client “GCC Clause 6.5: *The interest rate is [annual percentage rate].*”

GCC Clause 7.2: Specify in the SCC the rules of arbitration to be followed for the settlement of disputes. For international contracts, UNCITRAL arbitration rules are the most commonly used, but for local contracts an approved Sierra Leone arbitration service should be specified.

Example clauses are:

For contracts with a foreign Consultant:

“GCC Clause 7.2: Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”

For contracts with a Consultant national of the Republic of Sierra Leone:

“GCC Clause 7.2: Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the arbitration rules as at present in force in Sierra Leone.”

Appendices

Notes on the Appendices

The Appendices to the contract cannot be completed until after the winning consultant has been selected and successful negotiations have been concluded.

The contract document will contain the Appendices based on the Terms of Reference and the standard forms submitted by the Consultant with the Technical and Financial Proposals as agreed between the Client and Consultant during negotiations. Note that during negotiation of the contract the Terms of Reference and details of the Appendices may be adjusted for the final contract by agreement of both parties before signature.

Completion of the Appendices Before Contract Signature

Appendix A –Description of the Services

Prepare the Description of the Services based on the original Terms of Reference, but including any modifications to the Terms of Reference as agreed with the Consultant during negotiations. Note that any modifications which drastically change the general nature, or the scope of the services, are not normally acceptable, since the end result could be a very different assignment to that on which competing bidders have submitted their proposals. If such modifications are substantial in a competitive bidding process, the advice of the National Public Procurement Authority should be sought before proceeding to signature of the contract.

Appendix B – Reporting Requirements

Prepare the Reporting Requirements based on the original Terms of Reference as modified by agreement with the Consultant during negotiations. The Appendix should specify the format, frequency, and contents of reports; the persons to receive them; the dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C – Key Personnel and Sub-Consultants

Prepare this Appendix based on the information provided by the Consultant in Forms 3E, 3F and 3G of his Technical Proposal, as may be modified by agreement or later information provided by the Consultant during negotiations. The Appendix should be split into separate sections as follows:

Section C-1 Key Foreign Personnel. List Job Titles, [names of staff, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Republic of Sierra Leone, and the number of staff-months for each.

Section C-2 Key Local Personnel. List Job Titles, [names of staff, if already available], detailed job descriptions and minimum qualifications of Key local Personnel to be assigned to work in the Republic of Sierra Leone, and the number of staff-months for each.

Section C-3 Other Key Personnel. List Job Titles, [names of staff, if already available], detailed job descriptions and minimum qualifications of Key Personnel undertaking work outside the Republic of Sierra Leone (e.g. head office management staff of a foreign Consultant) and the number of staff-months for each.

Section C-4 Sub-Consultants. A list of approved Sub-consultants (if already available) with the same information in respect of their Personnel as provided in Sections C-1 to C-3 above.

Appendix D – Breakdown of Contract Price in Foreign Currency

Prepare Appendix D based on the foreign currency portion of the Contract Price as per the Financial Proposal submitted by the Consultant. The monthly fee rates for individual Personnel, and the itemised reimbursable expenditures which make up the foreign currency portion of the Contract Price should be detailed.

Note that this information is used solely for determining the rates of payment for any additional services required by the Client

Appendix E – Breakdown of Contract Price in Leones

Prepare Appendix E based on the Leones portion of the Contract Price as per the Financial Proposal submitted by the Consultant. The monthly fee rates for individual Personnel, and the itemised reimbursable expenditures which make up the Leones portion of the Contract Price should be detailed.

Note that this information is used solely for determining the rates of payment for any additional services required by the Client

Appendix F – Duties of the Client

Prepare Appendix F based on the duties of the Client as specified in the original Terms of Reference, and under Clause 5 of the General Conditions of Contract (as modified by the Special Conditions of Contract), or jointly agreed during contract negotiations

Provide details of the services, facilities, property and counterpart personnel to be made available to the Consultants by the Client.

Appendix G – Form of Bank Guarantee for Advance Payment

The draft format should be attached for guidance of the Consultant and issued with the Request for Proposals. The conditionality for discharge of the bank guarantee should be entered into the last paragraph – for example: “..... *until fifty (50) percent of the Contract Price has been paid to the Consultant.*” The Bank Guarantee when completed and submitted to the Client will form an appendix to the Contract.