



# Republic of Sierra Leone

## CONTRACT FOR CONSULTING SERVICES

# Small Assignments

## Lump-Sum Payments

**[Title of the Assignment]**

Between

**[Name of the Client]**

and

**[Name of the Consultants]**

**Procurement Number:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



**CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert name of Client]* (“the Client”) having its principal place of business at *[insert address of Client]*, and *[insert name of Consultant]* (“the Consultant”) having its principal office located at *[insert address of Consultant]*.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

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

**3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. 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.

B. Schedule of Payments

The schedule of payments is specified below:<sup>1</sup>

*[insert amount and currency]* upon the Client's receipt of a copy of this Contract signed by the Consultant;

*[insert amount and currency]* upon the Client's receipt of the draft report, acceptable to the Client; and

*[insert amount and currency]* upon the Client's receipt of the final report, acceptable to the Client.

*[insert amount and currency]* Total

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 45 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator.

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

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

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.

**6. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

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<sup>1</sup> Modify, in order to reflect the output required, as described in Annex C.

- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.<sup>2</sup>
- 8. Consultant Not to be Engaged in Certain Activities** 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.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of the Republic of Sierra Leone, and the language of the Contract shall be English.
- 12. Resolution of Disputes<sup>3</sup>** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Sierra Leone.

FOR THE CLIENT

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

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<sup>2</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

<sup>3</sup> In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

## LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex D: Format of Bank Guarantee for Advance Payment

**Pay No Bribe**

**ANNEX D—FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENTS**

TO: *[Name and Address of Client]*  
*[Name of Contract for Consultants' Services]*

Gentlemen:

In accordance with the provisions of the above-mentioned Contract (hereinafter called "the Contract"), *[name and address of Consultants]* (hereinafter called "the Consultants") shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.<sup>4</sup>

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[state date or conditionality for discharge of the bank guarantee]*.

Yours truly,

\_\_\_\_\_  
Signature and Seal

\_\_\_\_\_  
Name of Bank/Financial Institution

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

<sup>4</sup> The amount of the Advance Payment is to be inserted by the bank or financial institution.

## **Integrity Pact**

**This Integrity Pact** is entered into on the ..... day of ..... in the Year of Our Lord Two Thousand and .....

Between \_\_\_\_\_ hereinafter referred to as “(Purchaser)”,  
and  
\_\_\_\_\_ hereinafter referred to as “(Supplier)”

### **Preamble**

Whereas “the Parties” are cognizant of the scourge of corruption and its negative effects on the development of a country and are aware also of the immense benefits which doing business in a corruption free environment holds for their individual businesses as well as for the country as a whole

**AND Whereas** corruption and corrupt practices in the form of procurement violations particularly conflict of interest have been identified as an area for immediate and targeted attention in the relationship between the public service and the private sector

**AND Whereas** the parties now wish to further commit themselves to actions which will promote a corruption free business environment including full compliance with all relevant laws, rules and regulations which may currently be in force relating to anti-corruption and good business practices in line with the Anti-Corruption Act, 2008 and other government initiatives relating to the private sector in Sierra Leone

The Parties hereby commit themselves and pledge as follows:

1. To maintain a strict and unwavering adherence to good business practices in the execution of all their undertakings.
2. To take all measures necessary to prevent corruption in their mutual and other dealings.
3. To observe and implement recommendations, instructions or directives from the Anti-Corruption Commission made pursuant to the Anti-Corruption Act 2008.
4. To uphold implement and maintain a No bribery policy in the conduct of their transactions.

### **Reporting violations**

5. To promptly inform the Anti-Corruption Commission of any employee, agent, representative or an associate, whether its own or of the other Party, who conduct may constitute corruption, or is likely to engender corruption or corrupt practices.

### **Conflict of Interest**

6. To actively guard against Conflict of Interest including situations when an employee or staff’s interest may interfere with the interests of the enterprise/organization to which he/she is employed.
7. To insist that employees or staff shall disclose to the enterprise/organization any situation that reasonably would be expected to give rise to a conflict of interest or the appearance of the same.
8. To ensure that employees or staff obtain approval prior to accepting any position to serve on a board of directors, an advisory board or on a committee of any entity.
9. That no employee/staff may obtain any personal material benefit or favour because of his or her position with the enterprise/organization.
10. That no employee/staff may have financial interest (indirect ownership, direct ownership or otherwise) in a company whose business/operations relate to



his/her post, functions held or otherwise supervised in his/her current employment.

- 11. To closely monitor and regulate actual or potential conflict of interests, occasioned by the influence of certain social relationships on the objectivity of the employee/staff in making dispassionate judgment on behalf of the enterprise/organization.

**THE PARTIES HEREBY** demonstrate their pledge and commitment to the above Principles by signing hereunder on the day and year above first written **AND THEY FURTHER DECLARE** that this pledge shall have the same binding effect as any policy instrument that the parties use in the management of their business/entity.

SIGNATURE

.....DATE:.....

(PROCURING ENTITY)

In the presence of:-

Name:.....

Address:.....

Designation:.....

SIGNATURE .....DATE:.....

SIGNATURE

.....DATE:.....

(BIDDER)

In the presence of:-

Name:.....

Address:.....

Designation:.....

SIGNATURE .....DATE:.....

