



Republic of Sierra Leone

FORM OF CONTRACT

Consultant Services

Complex Time-Based Assignments

[Title of the Assignment]

between

[Name of the Client]

and

[Name of the Consultants]

Procurement Number: _____

Dated: _____

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I. Form of Contract

COMPLEX TIME-BASED ASSIGNMENTS

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of consultants] (hereinafter called the “Consultants”).

[Note: If the Consultants 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 consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, [name of consultants] and [name of consultants] (hereinafter called the “Consultants”).]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received funding towards the cost of the Services and intends to apply a portion of this funding to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Terms of Reference/Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Subconsultants

Appendix D: Medical Certificate

Appendix E: Hours of Work for Key Personnel

Appendix F: Duties of the Client

Appendix G: Cost Estimates in Foreign Currency

Appendix H: Cost Estimates in Local Currency

Appendix I: Form of Guarantee for Advance Payments

2. The mutual rights and obligations of the Client and the Consultants 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 consultants]*

[Authorized Representative]

[Note: *If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

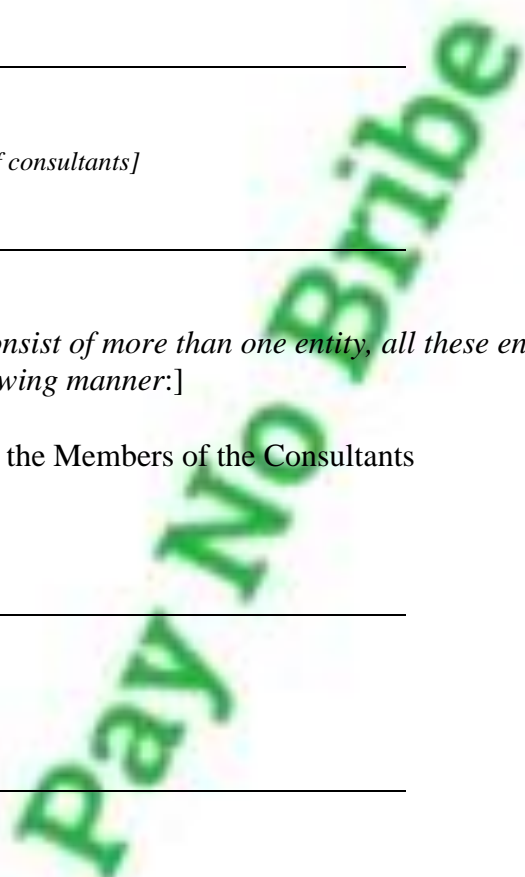
For and on behalf of each of the Members of the Consultants

[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 Republic of Sierra Leone (or in such other country as may be specified in the Special Conditions of Contract (SCC));
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC Clause 2.1;
- (d) “Foreign Currency” means any currency other than Leones;
- (e) “GCC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Sierra Leone;
- (g) “Local Currency” means Leones;
- (h) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Republic of Sierra Leone; “Local Personnel” means such persons who at the time of being so hired had their domicile within the Republic of Sierra Leone; and “Key Personnel” means the Personnel referred to in GCC Clause 4.2(a);

- (k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- (m) “Subconsultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of GCC Clause 3.7;
- (n) “Third Party” means any person or entity other than the Client, the Consultants or a Subconsultant.

1.2 Relation between the Parties Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.

1.3 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices 1.6.1 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 authorised representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

1.6.2

1.6.2 A Party may change its address for notices by giving the other Party notice of such change pursuant to the provisions of GCC Clause 1.6.1.

1.7 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 specified, at such locations, whether in the Republic of Sierra Leone or elsewhere, as the Client may approve.

- 1.8 Authority of Member in Charge** If the Consultants consist of a joint venture of more than one entity, the Members hereby authorise the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorised 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 Consultants may be taken or executed by the officials specified in the SCC.
- 1.10 Taxes and Duties** The Consultants, Sub-Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied by the law of their domicile country. The responsibility for payment of local taxes within Sierra Leone due under the Applicable Law shall be specified in the SCC.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the "Effective Date") of the Client's Letter of Acceptance instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within three months or such other period as may be specified in the SCC, after the Effective Date of the Contract, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to GCC Clause 2.9, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth within the Contract.
- 2.6 Modification** Modification of the terms and conditions of this Contract, including

any modification of the scope of the Services, may only be made by written agreement between the Parties. However, pursuant to GCC Clause 7.2, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) 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 reasonably to be considered impossible in the circumstances. Force Majeure includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations under this Contract.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Contract.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations 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 has taken all reasonable precautions, due care and reasonable alternative measures, with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove the inability to fulfill its obligations under the Contract with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party as soon as possible, not later than fourteen (14) days following the occurrence, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the

consequences of any event of Force Majeure.

2.7.4 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 or task as a result of Force Majeure.

2.7.5 Payments During the period of inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other to agree appropriate measures to be taken..

2.8 Suspension The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client The Client may terminate this Contract, by giving not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) as follows:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations under the Contract, as specified in a notice of suspension pursuant to GCC Clause 2.8, within thirty (30) days of receipt of such notice of suspension, or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants (or, if the Consultants consist of more than one entity, if any of their Members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether

compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 8;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) 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 sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purpose of this clause:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of the Government of Sierra Leone;
 - (iii) “collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

2.9.2 By the Consultants

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 (d) as follows:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to GCC Clause 8, within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) 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 sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 8.

2.9.3 Cessation of Rights and Obligations On termination of this Contract pursuant to GCC Clauses 2.2 or 2.9, or on expiration of the Contract pursuant to GCC Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued by the date of termination or expiration, (ii) the obligation of confidentiality set forth in GCC Clause 3.3, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 3.6(ii), and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services On termination of this Contract by notice of either Party to the other pursuant to GCC Clauses 2.9.1 or 2.9.2, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by GCC Clauses 3.9 or 3.10.

2.9.5 Payment upon Termination On termination of this Contract pursuant to GCC Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to GCC Clause 6 for

expenditures actually incurred prior to the effective date of termination; and

- (c) except in the case of termination pursuant to paragraphs (a) through (d) of GCC Clause 2.9.1, 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 and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of GCC Clause 2.9.1 or in GCC Clause 2.9.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 8, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitration award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants 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 Subconsultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to GCC Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 3.2.2, the Consultants 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 hereunder. The Consultants shall use their best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any

such additional remuneration.

- 3.2.2 Compliance with Procurement Rules** If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with the Republic of Sierra Leone procurement regulations and at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.
- 3.2.3 Consultants and Affiliates Not to Engage in Certain Activities** The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Subconsultant and any entity affiliated with such Subconsultant, 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.
- 3.2.4 Prohibition of Conflicting Activities** The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Sierra Leone which would conflict with the activities assigned to them under this Contract; and
 - (b) after the termination of this Contract, such other activities as may be specified in the SCC.
- 3.3 Confidentiality** The Consultants, their Subconsultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, 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.
- 3.4 Liability of the Consultants** Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- 3.5 Insurance to be Taken Out by the Consultants** The Consultants (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.
- 3.6 Accounting, Inspection and** The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with

- Auditing** internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative, up to one year 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.
- 3.7 Consultants' Actions Requiring Client's Prior Approval** The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
 - (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
 - (c) any other action that may be specified in the SCC.
- 3.8 Reporting Obligations** The Consultants 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.
- 3.9 Documents Prepared by the Consultants to be the Property of the Client** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions on the future use of these documents and software, if any, shall be specified in the SCC.
- 3.10 Equipment and Materials Furnished by the Client** Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. On termination or expiration of this Contract, the Consultants shall provide the Client with an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

- 4.1 General** The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 4.2 Description of Personnel**
- (a) The title, job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. Any Key Personnel approved by the Client shall be named in the list.
 - (b) If required to comply with the provisions of GCC Clause 3.1.1, adjustments to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is greater, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 6.1(b). Any other such adjustments shall only be made with the Client's written approval.
 - (c) If additional work is required beyond the Terms of Reference specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in GCC Clause 6.1(b).
- 4.3 Approval of Personnel** The Key Personnel and Subconsultants listed by position and by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.
- 4.4 Working Hours, Overtime, Leave, etc.**
- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Republic of Sierra Leone shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their

arrival in (or after their departure from) the Republic of Sierra Leone as specified in Appendix E hereto.

- (b) Key Personnel shall not be entitled to overtime payments nor to take paid sick leave or vacation leave except as specified in Appendix E. The Consultants' remuneration shall be deemed to cover these items unless otherwise specified in Appendix E. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. All leave taken by Personnel shall be subject to prior approval by the Consultants who shall ensure that absences for leave will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) No changes shall be made in the Key Personnel except with the approval of the Client. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultants shall, at the Client's written request specifying the grounds thereof, provide a replacement person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree in writing, (i) the Consultants shall bear all additional travel and other costs arising out of any removal and/or replacement of Personnel, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

If required by the SCC, the Consultants shall ensure that at all times during the performance of the Services in the Republic of Sierra Leone a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants, Subconsultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services;

- (b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Sierra Leone;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) exempt the Consultants and the Personnel and any Subconsultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of the Republic of Sierra Leone;
- (f) grant to the Consultants, any Subconsultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into the Republic of Sierra Leone reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents, and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- (g) provide to the Consultants, Subconsultants and Personnel any other such assistance as may be specified in the SCC.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Republic of Sierra Leone in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Subconsultant, or their Personnel.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be

increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 6.1(b).

5.4 Services, Facilities and Property of the Client

For the purposes of the Services, the Client shall make available to the Consultants and the Personnel free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified therein. If such services, facilities and property are not be made available to the Consultants as and when specified, the Parties shall agree on (i) any time extension appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to GCC Clause 6.1(c).

5.5 Payment

In consideration of the Services performed by the Consultants, the Client shall make payments to the Consultants as are provided by GCC Clause 6.

5.6 Counterpart Personnel

- (a) The Client shall make available to the Consultants, counterpart personnel to be selected by the Client, with the Consultants' advice, as may be specified in Appendix F hereto. Such counterpart personnel shall be provided free of charge by the Client and shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately the work assigned by the Consultants which is consistent with the position occupied by such member, the Consultants may request a replacement and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to GCC Clause 6.1(c).

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates; Ceiling Amount

- (a) The estimated cost of the Services payable in foreign currency is set forth in Appendix G. The estimated cost of the Services payable in Leones is set forth in Appendix H.
- (b) Except as may be otherwise agreed under GCC Clause 2.6 and subject to GCC Clause 6.1(c), payments shall not exceed the ceilings in foreign currency and in Leones specified in the

SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

- (c) Notwithstanding GCC Clause 6.1(b), if pursuant to GCC Clauses 5.3, 5.4 or 5.6, the Parties shall agree any additional payments in local and/or foreign currency to be made to the Consultants for necessary additional expenditures not envisaged in the estimated costs pursuant to GCC Clause 6.1(a), the ceilings set forth in GCC Clause 6.1(b) may be increased by the amount of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in GCC Clause 6.1(b), the Client shall pay to the Consultants (i) remuneration pursuant to GCC Clause 6.2(b), and (ii) reimbursable expenditures pursuant to GCC Clause 6.2(c). If specified in the SCC, the remuneration shall be subject to price adjustment as specified in the SCC.
- (b) Remuneration for the Personnel shall be based on the time actually spent in the performance of the Services (including time for necessary travel by the most direct route) at the rates referred to and subject to such additional provisions as are set forth in the SCC.
 - (i) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
 - (ii) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).
 - (iii) The rates for foreign personnel are set forth in Appendix G and the rates for local personnel are set forth in Appendix H.

6.3 Currency of Payment

- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, pursuant to GCC Clause 6.3 (b).
- (a) Foreign currency payments shall be made in the currency or currencies specified in the SCC, and local currency payments shall be made in Leones.
 - (b) Remuneration for foreign Personnel shall be paid in foreign currency and remuneration for local Personnel shall be paid in local currency unless otherwise stated in the SCC.
 - (c) Unless otherwise stated in the SCC, reimbursable expenditures in foreign currency shall be the following:
 - (i) a per diem or living allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office for the purpose of the Services at the rates specified in Appendix G;
 - (ii) the following transportation costs:
 - (1) the cost of international transportation of the foreign Personnel and eligible dependents of the foreign Personnel, as specified below, by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;
 - (2) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Republic of Sierra Leone, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Republic of Sierra Leone. Such Personnel will be entitled to such extra round trip only if upon their return to the Republic of Sierra Leone, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months;
 - (3) the cost of transportation to and from the Republic of Sierra Leone of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Republic of Sierra Leone for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Republic of Sierra Leone shall have

- been for not less than three (3) consecutive months, duration. If the assignment period for resident staff of the foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed;
- (4) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
 - (5) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix G;
- (iii) the cost of communications (other than those arising in the Republic of Sierra Leone) reasonably required by the Consultants for the purposes of the Services;
 - (iv) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. as specified in Appendices A and B hereof;
 - (v) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services;
 - (vi) the cost of shipment of personal effects up to the limit specified in Appendix G;
 - (vii) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix G;
 - (viii) the cost of training of the Client's personnel outside the Republic of Sierra Leone, as specified in Appendix G;
 - (ix) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client, as specified in Appendix G;
 - (x) the foreign currency cost of any subcontract required for the Services and approved in writing by the Client;
 - (xi) the cost of other items which may be required by the Consultants for completion of the Services, subject to the prior authorisation in writing by the Client; and
 - (xi) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GCC 6.1(c).

- (d) Unless otherwise stated in the SCC, the reimbursable expenditures payable in Leones shall be:
 - (i) a per diem or living allowance for local Personnel who are required to work for extended time periods at considerable distance from their normal duty station.
 - (ii) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Republic of Sierra Leone, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;
 - (iii) the cost of equipment, materials and supplies to be procured locally in the Republic of Sierra Leone as specified in Appendix H;
 - (iv) the Leones cost of any local subcontract required for the Services and approved in writing by the Client;
 - (v) any such additional payments in Leones for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GCC 6.1(c); and
 - (vi) the cost of such further items as may be required by the Consultants for the purpose of the Services, as may agreed in writing by the Client.

6.4 Mode of Invoicing and Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) The Client shall pay to the Consultants an advance payment as specified in the SCC. Release of an advance payment by the Client will be subject to provision by the Consultants of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. The bank guarantee shall (i) remain effective until the advance payment has been fully set off as provided in the SCC, and (ii) be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable, and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemised statements, accompanied by copies of

received invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for the month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in Leones. Each such monthly statement shall separately identify the costs of remuneration and of reimbursable expenditures.

- (c) The Client shall pay the Consultants' monthly statements within ninety (90) days after receipt by the Client with supporting documents. Items not satisfactorily supported by documentary evidence may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised to be charged by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment to the Consultant shall be made only after the final report and a final statement, identified as such, have been submitted by the Consultants and approved as satisfactory by the Client. The Services, the final report and the final statement shall be deemed completed and accepted by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement within such ninety (90)-day period. The Consultants shall thereupon promptly make any necessary corrections, and on completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in excess of the amounts actually due in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of the final report and the final statement approved by the Client.
- (e) All payments under this Contract shall be made to the accounts of the Consultants specified in the SCC.

7. FAIRNESS AND 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.

7.2 Operation of the Contract

The Parties recognise that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 8.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

III. Special Conditions of Contract

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|----------------------|--|
|----------------------|--|

GCC Clause 1.4 The language of the Contract is English.

GCC Clause 1.6.1 The addresses for notices are:

Client: _____

Attention: _____

email: _____

Facsimile: _____

Consultants: _____

Attention: _____

email: _____

Facsimile: _____

GCC Clause 1.9 The Authorised Representatives are:

For the Client: _____

For the Consultants: _____

GCC Clause 1.10

The Client warrants that *[the Consultants, the Subconsultants and the Personnel shall be exempt from] [or that the Client shall pay on behalf of the Consultants, the Subconsultants and the Personnel, or shall reimburse the Consultants, the Subconsultants and the Personnel for]* any local taxes , duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultants, the Subconsultants and the Personnel in respect of:

(a) any payments whatsoever made to the Consultants, Subconsultants 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 Subconsultants 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 Subconsultants 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, Subconsultants 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, Subconsultants 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, Subconsultants 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 Effectiveness of the Contract is subject to the following conditions:
[List any conditions for effectiveness of the Contract.]

GCC Clause 2.3 The time period for commencement of the Services shall be *[length of time]* or such other time period as the parties may agree in writing.

GCC Clause 2.4 The time period for expiration of the Contract shall be *[length of time]* or such other time period as the parties may agree in writing.

GCC Clause 3.5 The risks and the coverage shall be as follows:

- (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 Subconsultants 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 Subconsultant, 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.

[Note: Delete any of the above which are not applicable]

GCC Clause 6.1(b) The ceiling in foreign currency or currencies is: *[amount]*

The ceiling in Leones is: *[amount]*

GCC Clause 6.3(a) The foreign currency [currencies] shall be the following:

- (i) *[name of foreign currency]*
- (ii) *[name of foreign currency]*

GCC Clause 6.4(a) An advance payment of *[amount and currency or currencies]* shall be made within *[number of days]* days after the Effective Date. The bank guarantee shall be in the amount and in the currencies of the advance payment. The advance payment will be set off by the Client in equal installments against the statements for the first *[number of months]* months of the Services until the advance payment has been fully set off.

GCC Clause 6.4(c) The interest rate is: *[rate]*

GCC Clause 6.4(e) The bank accounts are:
for foreign currency: *[insert account details]*
for Leones: *[insert account details]*

GCC Clause 8.2 [Note: (a) below shall be retained in the case of a Contract with a foreign Supplier (b) shall be retained in the case of a Contract with a national of the Republic of Sierra Leone:]

[Example Clauses:]

(a) *Contract with a foreign Supplier:*

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.

(b) *Contracts with Supplier national of the Republic of Sierra Leone:*

In the case of a dispute between the Purchaser and a Supplier who is a national of the Republic of Sierra Leone, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Sierra Leone.

[At the time of finalising the Contract, the respective applicable clause only should be retained in the Contract.]

In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[location]*;
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

MODEL FORM I
See SCC Clause GCC 6.2(b)(i)

Consulting Firm:

Assignment:

Date:

Consultants' Representations Regarding Costs and Charges

We hereby confirm that (a) the basic salaries indicated below are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff; (b) attached are true copies of the latest salary slips of the staff members listed; (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed; (d) the factors listed below for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

(Expressed in [name of currency])

| Name | Position | Basic Salary per Working Month/Day/Year (a) | Social Charges ¹ (b) | Overhead ¹ (c) | Away from Headquarters Allowance (f) |
|------|----------|--|------------------------------------|------------------------------|---|
| etc. | | | | | |

¹ Expressed as a percentage of (a).

[Name of Consulting Firm]

Signature of Authorised Representative

Date

Name: _____

Title: _____

Note: For field staff, use Basic Salary per Working Month; for home office staff, Basic Salary per Working Day or Hour. For field staff, also fill in Away from Headquarters Allowance, if any. This form (and the one on the next page) should not be part of the signed Contract but should be executed by the Consultants separately. See SCC Clause GCC 6.2(b)(i).

MODEL FORM II

See Notes to Form on preceding page and SCC Clause GCC 6.2(b)(i)

Breakdown of Agreed Fixed Rates in Consultants' Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in *[name of currency]*)

| Name | Position | Basic Salary per Working Month/Day/Year <i>(a)</i> | Social Charges ¹ <i>(b)</i> | Overhead ¹ <i>(c)</i> | Subtotal <i>(d)</i> | Fee ² <i>(e)</i> | Away from Headquarters Allowance <i>(f)</i> | Agreed Fixed Rate per Working Month/Day/Hour <i>(g)</i> | Agreed Fixed Rate ¹ <i>(h)</i> |
|------|----------|---|---|-------------------------------------|------------------------|--------------------------------|--|--|--|
| etc. | | | | | | | | | |

¹ Expressed as a percentage of *(a)*.
² Expressed as a percentage of *(d)*.

Signature _____

Date _____

Name: _____

Title: _____

IV. Appendices

APPENDIX A—DESCRIPTION OF THE SERVICES

[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.]

APPENDIX B—REPORTING REQUIREMENTS

[List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”]

APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS

- [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 Sierra Leone, and staff-months for each.*
 - C-2 Same information as C-1 for Key local Personnel.*
 - C-4 Same as C-1 for Key Personnel to be assigned to work outside Sierra Leone.*
 - C-4 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1 through C-4.]*

APPENDIX D—MEDICAL CERTIFICATE

[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in the Republic of Sierra Leone. If there is no need for a medical certificate, state here “Not applicable.”]

APPENDIX E—HOURS OF WORK FOR KEY PERSONNEL

[List here the hours of work for Key Personnel; travel time to and from the Republic of Sierra Leone for foreign Personnel (Clause GCC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.]

APPENDIX F—DUTIES OF THE CLIENT

[List under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.

F-2 Counterpart personnel to be made available to the Consultants by the Client.]

APPENDIX G—COST ESTIMATES IN FOREIGN CURRENCY

[List hereunder cost estimates in foreign currency:

- 1. (a) Monthly rates for foreign Personnel (Key Personnel and other Personnel)*
(b) Monthly rates for local Personnel (Key Personnel and other Personnel).
Note: This should be added if local Personnel are also being paid in foreign currency.
- 2. Reimbursable expenditures*
 - (a) Per diem allowances.*
 - (b) Air transport for foreign Personnel.*
 - (c) Air transport for dependents.*
 - (d) Transport of personal effects.*
 - (e) International communications.*
 - (f) Printing of documents specified in Appendices A and B hereof.*
 - (g) Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to the Republic of Sierra Leone).*
 - (h) Other foreign currency expenditures, like use of computers, foreign training of Client’s staff, various tests, etc.]*

APPENDIX H—COST ESTIMATES IN LEONES

[List hereunder cost estimates in Leones:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenditures as follows:*
 - (a) *Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.*
 - (b) *Living allowances for long-term foreign Personnel, plus estimated totals.*
 - (c) *Cost of local transportation.*
 - (d) *Cost of other local services, rentals, utilities, etc.]*

Pay No Bribe

APPENDIX I—FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

[Note: See Clause GCC 6.4(a) and SCC Clause GCC 6.4(a). The Client should insert here an acceptable form of a bank guarantee. An example is set forth below.]

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

Gentlemen:

In accordance with the provisions of Clauses GCC 6.4(a) and SCC 6.4(a) 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]*.³

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 *[name of Client]* receives full repayment of the same amount from the Consultants.

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

³ An amount is to be inserted by the bank or financial institution as specified in SCC Clause GCC 6.4(a).

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:.....

SIGNATUREDATE:.....

SIGNATURE

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

(BIDDER)

In the presence of:-

Name:.....

Address:.....

Designation:.....

SIGNATUREDATE:.....

