



Republic of Ghana

PUBLIC PROCUREMENT AUTHORITY

STANDARD REQUEST FOR PROPOSALS

FOR

Selection of Consultants

**Small Time-Based and Lump-Sum
Assignments**

*Insert Name of Project
Insert Project Package as in Procurement Plan*

December, 2019

Table of Contents

<u>Introduction</u>	1
<u>Section I: Letter of Invitation</u>	2
<u>Section II: Instructions To Consultants (ITC)</u>	3
<u>Documents constituting the RFP</u>	3
<u>Duration of the Assignment</u>	3
<u>Scope of the Assignment</u>	3
<u>Eligible Consultants</u>	3
<u>One Proposal per Consultant</u>	3
<u>Cost of Proposal</u>	3
<u>Format and Signing of Proposal</u>	4
<u>Sealing and Marking of Proposals</u>	4
<u>Submission of Proposals</u>	4
<u>Deadline for Submission</u>	5
<u>Opening of Proposals</u>	5
<u>Protection of the Environment</u>	5
<u>Health and Safety</u>	6
<u>Evaluation of Technical Proposals</u>	6
<u>Evaluation Criteria</u>	6
<u>Evaluation of Financial Proposals</u>	7
<u>Selection Criteria: Quality-Cost Based Selection Only</u>	7
<u>Selection Criteria: Fixed Budget and Least Cost Selection Only</u>	7
<u>Negotiations</u>	8
<u>Notification of Award</u>	9
<u>Award of Contract</u>	8
<u>Procuring Entity’s Right to accept any Proposal and to reject any or all Proposals</u>	8
<u>Signing of Contract</u>	8
<u>Insurance</u>	9
<u>Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices</u> ...9	
<u>Right to Review</u>	11
<u>Submission of Application for Review</u>	11

Appendices to the Instructions To Consultants 12

Appendix A: Technical Proposal Submission Form 12

Appendix B: Format of Curriculum Vitae (CV) for Proposed Key Staff 13

Section III: Terms of Reference..... 15

Section IV: Contract Form..... 16

Introduction

This Standard Request for Proposals (SRFP) has been prepared for use by Procurement Entities of the Republic of Ghana in accordance with the Public Procurement Act 2003 (Act 663) as amended. This SRFP is to be used with specific selection methods described in the Public Procurement Act 663, Act, 2003. The SRFP conforms to accepted international standards and has been designed for Small Time-Based and Lump-Sum Assignments.

Before preparing an RFP, the user must be familiar with the provisions of the Public Procurement Act for appointment of Consultants and must have chosen a method of selection and the most suitable Contract Form.

This SRFP may be used with one of two Standard Contract Forms:¹

Small Time-Based Assignments; or
Small Lump -Sum Assignments.

The introductions of these contracts indicate the circumstances in which their use is most appropriate.

This RFP includes a Letter of Invitation, Instructions to Consultants, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Contract Forms. The Instructions to Consultants should not be modified. Any special conditions relating to the assignment should be described in the Conditions of Contract.

However, relevant information specific to each RFP to be provided by the Procuring Entity shall only be included by substituting/filling-in the provided sections of The RFP marked with italicized text in box brackets i.e. [*insert here*] or dashes i.e. _____.

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

¹ - Attach a copy of Standard Contract Form as appropriate

[on letterhead of Employer]

Section I: Letter of Invitation

(To be on letter head)

[insert Date]

Dear Sir/Madam

1. The _____ [insert Name of Procurement Entity] intends to apply part of its Budgetary Allocation towards the cost of _____ [insert Name of Project] to support its programme of work.
2. The _____ [insert Name of Procurement Entity] now invites proposals to provide the following consulting services:

[insert short description of objectives and scope of the assignment]. More details on the services are provided in the attached Terms of Reference.
3. The RFP has been addressed to the following shortlisted Consultants:
[insert List of Shortlisted Consultants]
4. It is not permissible to transfer this invitation to any other firm.
5. A Consultant will be selected under _____ [insert Selection Method] and procedures described in this RFP.
6. Please inform us in writing, upon receipt of Letter of Invitation:
 - (a) to confirm that you received the letter of invitation;
 - (b) whether you will submit a proposal or not.
7. Details of the proposal's submission date, time and address are provided in this RFP .

Yours sincerely,

[insert: Signature, name, and title of Client's Authorized Representative]

Section II: Instructions To Consultants (ITC)

- 1. Documents constituting the RFP** 1.1 This RFP consists of the following documents:

 - SECTION I: Letter of Invitation
 - SECTION II: Instructions to Consultants
 - SECTION III: Terms of Reference
 - SECTION IV: Contract Form

- 2. Duration of the Assignment** 2.1 The expected duration of the assignment is [*insert duration*] from the date of commencement.

- 3. Scope of the Assignment** 3.1 You shall find in Section III: Terms of Reference (ToR) showing the scope of the assignment to be conducted and services requested from the short-listed Consultants.

You are expected to submit your:

 - Comments on the ToR of the assignment;
 - Relevant experience in similar assignments; and
 - Updated detailed CV in the format provided in the Appendix to Instructions to Consultants

In addition please submit your Financial Proposal regarding the fees, (the fees should be indicated either on daily basis or monthly basis) and reimbursable if any

- 4. Eligible Consultants** 4.1 Consultants may be natural persons, companies or firms registered in the Republic of Ghana and shall satisfy all relevant licensing, registration and tax requirements with the appropriate statutory bodies in The Republic of Ghana.

4.2 A Consultant may be ineligible if

 - a. the Consultant is declared bankrupt or, in the case of company or firm, insolvent;
 - b. the Consultant is convicted, by a final judgment, of any offence involving professional conduct.

- 5. One Proposal per Consultant** 5.1 The Consultant shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.

- 6. Cost of** 6.1 The Consultant shall bear all costs associated with the

- Proposal** preparation and submission of its Proposal, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Selection process.
- 7. Format and Signing of Proposal**
- 7.1 The Consultants shall prepare one (1) original proposal and *[insert number of copies]* copies. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 7.2 The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Consultant or a person or persons duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation in the form of a Power of Attorney and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialled by the person or persons signing the Proposal.
- 7.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 8. Sealing and Marking of Proposals**
- 8.1 The Consultant shall seal the original and each copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 9. Submission of Proposals**
- 9.1 The inner and outer envelopes shall:
- a. be addressed and submitted to the Procuring Entity at the following address as specified below
- Street address: *[insert the street address]*
Building/Plot No. *[insert the building/plot no.]*
Floor/Room No. *[insert floor/room no.]*
City/Town *[insert city/town]*

Country [*insert country*]

- b. bear the Project name [*insert project name*] and a statement: "DO NOT OPEN BEFORE [*insert TIME DATE.*]"

10. Deadline for Submission 10.1 Proposals shall be received by the Procuring Entity at the address specified in **sub-Clause 9.1(a)** no later than [*insert date and time for submission*]. Proposals submitted later than the deadline for submission shall be rejected.

10.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposals by issuing and amending the RFP, in which case all rights and obligations of the Procuring Entity and the Consultants previously subject to the original deadline shall thereafter be subject to the new deadline.

11. Opening of Proposals 11.1 The Procuring Entity shall open all Proposals in public, in the presence of Consultants or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings, at the place, on the date and at the time specified in **Clause 10.1**. Consultants' representatives present shall sign a register as proof of their attendance. The omission of a Consultant's signature on the record shall not invalidate the contents or affect the record. A copy of the record shall be distributed to all the Consultants.

11.2 All envelopes shall be opened one at a time. The Consultants' names, the presence or absence of Financial Proposals and such other details shall be announced by the tender opening committee at the opening.

11.3 No Proposal shall be rejected at Proposal opening except for late Proposals which shall be returned unopened to the Consultant, pursuant to **Clause 10.1**.

12. Protection of the Environment 12.1 The Consultant shall take at all times take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution noise and other results of his operations.

13. Health and Safety	13.1	The Consultant shall observe all national laws and regulations pertaining to health and safety in the Republic of Ghana and shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
14. Evaluation of Technical Proposals	14.1	The evaluation committee, appointed by the Employer, , shall evaluate the Technical Proposals, individually and collectively, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, relevant sub criteria, and point system specified in ITT sub-Clause 14.2 . Each responsive proposal shall be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the following Evaluation Criteria;
Evaluation Criteria	14.2	<p>The number of points to be given under each of the evaluation criteria are: <u>Points</u></p> <p>a. Specific experience of the Consultants related to the assignment [5-10] <i>[Insert sub criteria]</i> <i>[Insert sub criteria]</i> <i>[Insert sub criteria]</i></p> <p>b. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [20-50] <i>[Insert sub criteria]</i> <i>[Insert sub criteria]</i> <i>[Insert sub criteria]</i></p> <p>c. Qualifications and competence of the key staff for the Assignment (including membership of professional bodies). [30-60] <i>[Insert sub criteria]</i> <i>[Insert sub criteria]</i></p> <p>d. Consideration of Health, Environmental, Social, Safety, Security and Sustainability issues [0 - 10] <i>[Insert sub criteria]</i> <i>[Insert sub criteria]</i></p>

[Insert sub criteria]

Total Points: 100

The number of points to be given under each evaluation sub criteria for qualifications of staff are:

	<u>Points</u>
a. General Qualifications	[20-30]
b. Adequacy for the project	[50-60]
c. Experience in region and language	[10-20]

Total Points: 100

The minimum Technical Score required to pass is :_____ [insert No. of points]

Evaluation of Financial Proposals	14.3	<p>The formula for determining the financial scores is the following: <i>[Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]</i></p> <p>The weights given to the Technical and Financial Proposals are: $T =$ _____ [Normally between 0.7 and 0.9], and $P =$ _____ [Normally between 0.1 and 0.3]</p>
Selection Criteria: Quality-Cost Based Selection Only	14.4	<p>In case of QCBS, the lowest Financial Proposal (F_m) shall be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals shall be computed as indicated in ITT sub-Clause 14.3. Proposals shall be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = \{(S_t \times T) \% \} + \{(S_f \times P) \% \}$. The Consultant achieving the highest combined technical and financial score shall be invited for negotiations.</p>
Selection Criteria: Fixed Budget and Least Cost Selection	14.5	<p>In the case of Fixed-Budget Selection, the Employer shall select the Consultant that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget shall be rejected. In the case of the Least -Cost</p>

Only

Selection, the Employer shall select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the Selected Consultant is invited for negotiations.

			No change in a matter of substance in the proposal, including changes in price and changes aimed at making an unresponsive proposal responsive, shall be sought, offered or permitted.
15. Negotiations			The first ranked Consultant shall be invited for negotiations pertaining to fees and Contract terms. If an agreement is not reached the next ranked Consultant shall be invited for negotiations.
16. Notification of Award	16.1		The Procuring Entity shall notify the Consultant in writing of its acceptance of the proposals.
17. Award of Contract	17.1		The Procuring Entity shall award the contract to the Consultant whose Proposal has been determined to be substantially responsive to the Request for Proposal and who has offered the Lowest Evaluated Proposal Price, provided that such Consultant has successfully concluded negotiations with the Procuring Entity.
	17.2		Upon the successful selection of a Consultant, the Procuring Entity shall promptly notify each unsuccessful Consultant, the name of the successful Consultant.
18. Procuring Entity’s Right to accept any Proposal and to reject any or all Proposals	18.1		The Procuring Entity reserves the right to accept or reject any Proposal, and to cancel the Request of Proposals and reject all Proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultant or Consultants.
19. Signing of Contract			Promptly after notification, Procuring Entity shall send the successful Consultant the Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations. Within fourteen (14) days of receipt of the Contract Agreement, the successful

			Consultant shall sign and date the Contract and return it to the Procuring Entity.
20.	Insurance	20.1	The Consultant shall meet the cost of professional liability and other insurance related to the performance of the Service and approved by the Employer. This includes medical examination or treatment required in the course of performing the Services, employer's liability and workers' compensation insurance with respect to staff in accordance with the relevant provisions in the applicable law as well as insurance against loss of or damage to (i) equipment purchased in whole or part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Service.
21.	Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices	21.1	<p>The Government of the Republic of Ghana requires that procuring entities (including beneficiaries of public funds) as well as Consultants under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Government of the Republic of Ghana:</p> <ol style="list-style-type: none"> a. shall reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the contract. b. defines, for the purposes of this provision, the terms set forth below as follows: <ol style="list-style-type: none"> i. "corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution, or the making of any payment to any third party, in connection with or in furtherance of this Contract, in violation of the Applicable Law; ii. "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the

- property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
- iii. collusive practices” means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
 - iv. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Consultants, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
 - v. “obstructive practice” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Employer’s inspection and audit rights.;
- c. In pursuance of the policy defined in ITT sub-clause 21.1(a) the Procurement Entity shall cancel the contract for services if it at any time determines that corrupt fraudulent, coercive, collusive or obstructive practices were engaged

in by representatives of the procuring entity or approving authority during the procurement or the execution of that contract.

- d. shall declare a firm to be ineligible, for a period of up to ten years, to be awarded a public-financed Contract in the Republic of Ghana if it, at any time, determines that the Consultant has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing a public financed Contract.

22. Right to Review

22.1

A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may submit an application for review in writing or in electronic forms that provide record of the content of communication to the Procuring Entity and a copy shall be served to the Public Procurement Authority (PPA) for Administrative Review provided that this Contract has not entered into force.

23. Submission of Application for Review

Applicants for Administrative Review which are not amicably settled within twenty-one (21) days by the Procuring Entity may be referred to the Public Procurement Authority as an Appeal by the Consultant.

Appendices to the Instructions To Consultants

Appendix A: Technical Proposal Submission Form

[Location, Date]

To: _____
[Name of Employer]

[Address of Employer]

Dear Sir/Madam,

Title: _____

We, the undersigned, offer to provide the consulting services for _____ [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

Appendix B: Format of Curriculum Vitae (CV) for Proposed Key Staff

Proposed Position: _____

Name of Consultancy: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership of Professional Body: _____

Countries of Work Experience: [*List countries where staff has worked in the last ten years*]

Employment Method: [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From: _____ To: _____

Employer: _____

Position Held: _____

Detailed Task Assigned: [*List all tasks to be performed under this assignment*]

Work undertaken that best illustrates capability to handle to tasks assigned: [*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

Name of assignment or project: _____

Year: _____

Location: _____

Employer: _____

—

Main project features: _____

Position held: _____

Activities performed: _____

Education: _____

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].

[Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Employer.

_____ Date: _____

[Signature of staff member and authorized representative of the Consultant and date in the format Day/Month/Year]

Full name of staff member: _____

Full name of Authorized Representative: _____

Section III: Terms of Reference

1. Background _____
2. Objective(s) of the Assignment _____
3. Scope of Services, Tasks (Components) and Expected Deliverables
 - 3.1 _____
 - 3.2 [*indicate if downstream work is required*] _____
 - 3.3 [*indicate if training is a specific component of the assignment*] _____

4. Team Composition & Qualification Requirements for the Key Staff (and any other requirements which shall be used for evaluating the Key Staff under Data Sheet of the ITC)

5. Reporting Requirements and Time Schedule for Deliverables

At a minimum, list the following:

- (a) Format, frequency, and contents of reports;
- (b) Number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;
- (c) Dates of submission;
- (d) Persons (indicate names, titles, submission address) to receive them; etc.

[*If no reports are to be submitted, state here "Not applicable."*]

If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Employer shall be added: "Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Employer is required.

6. Employer's Input and Counterpart Staff to be provided

- (a) Data, Services and facilities to be made available to the Consultant by the Employer: _____ [*list/specify*]
- (b) Professional and support counterpart Staff to be assigned by the Employer to the Consultant's team: _____ [*list/specify*]
- (c) Technical Specifications and Drawings: _____ [*if applicable*]

Section IV: Contract Form



REPUBLIC OF GHANA

*Public Procurement Authority
Accra, Ghana*

**STANDARD AND SAMPLE
CONTRACT FOR**

Consultant's Services

Small Assignments, Time-Based Payments

December, 2019

Table of Contents

<u>Introduction</u>	1
<u>Section I: Contract Form</u>	2
<u>Services</u>	2
<u>Duration</u>	2
<u>Payment</u>	3
<u>Taxes</u>	3
<u>Project Administration</u>	3
<u>Performance Standards</u>	4
<u>Confidentiality</u>	4
<u>Ownership of Material</u>	5
<u>Consultant not to be engaged in Certain Activities</u>	5
<u>Insurance</u>	5
<u>Assignment</u>	5
<u>Notices</u>	5
<u>Amendments</u>	6
<u>Force Majeure</u>	6
<u>Obligations of the Employer</u>	6
<u>Law Governing Contract and Language</u>	7
<u>Termination by the Employer</u>	7
<u>Termination by the Consultant</u>	7
<u>Payment upon Termination</u>	8
<u>Protection of the Environment</u>	8
<u>Health and Safety</u>	8
<u>Amicable Settlement</u>	8
<u>Dispute Resolution</u>	8
<u>Section II: List Of Annexes</u>	11
<u>Annex A: Terms Of Reference</u>	12
<u>Annex B: Consultant’s Reporting Obligations</u>	13
<u>Annex C: Cost Estimate of Services and List of Personnel</u>	14
<u>1. Cost Estimate of Services</u>	14

2. Personnel.....15

Introduction

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

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

The Contract Form shall not be modified. However, relevant information specific to each Contract to be provided by the Procuring Entity shall only be included by substituting/filling-in the provided sections of Contract marked with italicized text in box brackets i.e. [*insert here*] or dashes i.e. _____.

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

Section I: Contract Form

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

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

WHEREAS, the Consultant is willing to perform these services,

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

1. This Contract Form;
2. Letter of Acceptance;
3. Minutes of Negotiation Meeting; and
4. List of Annexes

Annex A: Terms of Reference;

Annex B: Consultant's Reporting Obligations; and

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

NOW THEREFORE THE PARTIES HEREIN HEREBY agree as follows:

-
- | | |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Services | (i) The Consultant shall perform the services specified in Annex A: Terms of Reference (ToR), which is made an integral part of this Contract ("the Services"). |
| | (ii) The Consultant shall provide the personnel as indicated in the ToR to perform the Services. |
| | (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the ToR . |
-
- | | |
|--------------------|-----------------------------------------------------------------------------------------------------------|
| 2. Duration | The Consultant shall perform the Services during the period commencing [insert start date] and continuing |
|--------------------|-----------------------------------------------------------------------------------------------------------|
-

through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Contract Ceiling

For Services rendered pursuant to the **ToR**, the Client shall pay the Consultant an amount of *[insert ceiling amount in currency words and figures]* 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. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man-month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Schedule of Payments

The following payment schedule will be used:-
[insert payment schedule as in the ToR]

D. Payment Conditions

Payment shall be made in *[insert currency]* no later than **30 days** following submission by the Consultant of invoices in duplicate to the Employer's Authorized Representative designated in Clause 5.

4. Taxes

The Consultant, sub-Contractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

5. Project Administration

A. Authorized Representatives

"Authorized Representative" means representatives appointed by a party and authorized to act for and on behalf of the party with respect to this Contract.

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by their Authorized Representatives namely,
[insert full name] on behalf of the Employer; and
[insert full name] on behalf of the Consultant

B. Timesheets

During the course of their work under this Contract, the Consultant's employees providing services under this Contract may be required to complete time sheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

D. Reports

The reports listed in the agreed ToR, shall be submitted in the course of the assignment, and will constitute the basis of the payments to be made under this Contract.

6. 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.
---------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

7. Confidentiality	The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the
---------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. 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.

9. 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.

10. Insurance The Consultant shall meet the cost of professional liability and other insurance related to the performance of the Service and approved by the Employer. This includes medical examination or treatment required in the course of performing the Services, employer's liability and workers' compensation insurance with respect to staff in accordance with the relevant provisions in the applicable law as well as insurance against loss of or damage to (i) equipment purchased in whole or part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Service.

11. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

12. Notices All notices, requests or communications between the parties under this Contract shall be in English language by a letter signed by an authorized representative of the sending party and delivered by mail or by electronic forms that provide a record of the content of

communication to the following address:

To The Employer: *[insert address of the Employer]*

To the Consultant: *[insert address of the Consultant]*

13. Amendments Any of the terms and conditions of this contract may be amended or modified by mutual agreement of both parties. Any such modification or amendments shall be in writing and signed by both parties.

14. Force Majeure If either party is unable by reason of Force Majeure to perform its obligations under this Contract, such party shall give notice to other party of the event;

Force Majeure denotes any event, the happening or pernicious effect of which could not be reasonably prevented. Either party shall not be responsible or liable for any delay or failure in the fulfilment of its obligations under this Contract, directly or indirectly due to any cause or circumstances beyond its control including but not limited to , any regulations, orders or instructions issued by municipal authorities or any department or agency thereof , acts of God, fires, typhoons, or embargoes, war, hostilities, invasion, acts of public terrorism , epidemics, and quarantine and difficulty in receiving supplies of products or any act mitigating against the production of or supply of the products.

Neither party shall be held liable for any damage or loss whether monetary or otherwise as a result Force Majeure.

15. Obligations of the Employer The Employer shall use its best efforts to provide the Consultant such assistance, facilities and exemptions as may be required for the successful completion of the assignment.

The Employer shall provide timely responses to the reports and documents submitted by the Consultant as

specified by the Contract without undue delay including facilitation of timely stakeholder participation.

[provide list as necessary]

16. Law Governing Contract and Language The Contract shall be governed by the laws of the Republic of Ghana, and the language of the Contract shall be **English**.

17. Termination by the Employer The Contract will continue until all services and deliverables, if any, have been provided and accepted in accordance with Section II: Description of Services unless it is terminated earlier in accordance with the terms as set out as follows.

- a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic form that provides record of the content of communication
- b. if the Consultant becomes insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than forty-five (45) days; or
- d. if the Consultant(s), in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.

18. Termination by the Consultant The Consultant may terminate this Contract, by not less than twenty-one (21) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:

- a. if the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-one (21) days after receiving written notice from the Consultant that such payment is overdue; or
- b. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than forty-five (45) days.

19. Payment upon Termination	<p>Upon termination of this Contract pursuant to Clause 14 or 16.2, the Employer shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> a. remuneration for Services satisfactorily performed prior to the effective date of termination; b. except in the case of termination pursuant to paragraphs (a), (b) and (d) of Clause 17, 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.
20. Protection of the Environment	<p>The Consultant shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p>
21. Health and Safety	<p>The Consultant shall observe all national laws and regulations pertaining to health and safety in the Republic of Ghana and shall at all times take all reasonable precautions to maintain the health and safety of his personnel.</p>
22. Amicable Settlement	<p>The Parties shall seek to resolve any dispute amicably by mutual consultation.</p>
23. Dispute Resolution	<p>Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to</p>

arbitration in accordance with the laws of the Republic of
Ghana.

SIGNED FOR AND ON BEHALF

OF THE EMPLOYER:

.....
Signature

(Name).....

[Authorized Representative]

IN THE PRESENCE OF

.....
Signature

(Name).....

(Occupation).....

(Address).....

SIGNED FOR AND ON BEHALF

OF THE SERVICE PROVIDER:

.....
Signature

(Name).....

[Authorized Representative]

IN THE PRESENCE OF

.....
Signature

(Name).....

(Occupation).....

(Address).....

Section II: List Of Annexes

Annex A: Terms of Reference

Annex B: Consultant's Reporting Obligations

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

Annex A: Terms Of Reference

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

Annex B: Consultant's Reporting Obligations

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

Annex C: Cost Estimate of Services and List of Personnel**1. Cost Estimate of Services**

List here the elements of cost used to arrive at the breakdown of the Ceiling price:

1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

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

Remuneration of Staff

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

Reimbursables

No.	Item	Rate	Days	Total
1.	Transportation			
2.	Accommodation			
3.	Per diem			
			Subtotal (2)	

Total cost in figures: _____ [insert amount in figures]

Total cost in words: _____ [insert amount in words]

Physical Contingency: _____

Contract Ceiling Amount: _____ [insert amount in figures, and then in words]

2. Personnel

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

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

Section IV: Contract Form



**STANDARD AND SAMPLE
CONTRACT FOR**

Consultant's Services

Small Assignments, Lump-Sum Payments

**Public Procurement Authority
Accra, Ghana**

December, 2019

Table of Contents

<u>Section I: Contract Form</u>	2
<u>Services</u>	2
<u>Duration</u>	2
<u>Payment</u>	3
<u>Taxes</u>	3
<u>Project Administration</u>	3
<u>Performance Standards</u>	4
<u>Confidentiality</u>	4
<u>Ownership of Material</u>	4
<u>Consultant not to be engaged in certain Activities</u>	4
<u>Insurance</u>	5
<u>Assignment</u>	5
<u>Notices</u>	5
<u>Amendments</u>	5
<u>Force Majeure</u>	5
<u>Obligations of the Employer</u>	6
<u>Law Governing Contract and Language</u>	6
<u>Termination by the Employer</u>	6
<u>Termination by the Consultant</u>	7
<u>Payment upon Termination</u>	7
<u>Protection of the Environment</u>	7
<u>Health and Safety</u>	7
<u>Amicable Settlement</u>	7
<u>Dispute Resolution</u>	7
<u>Section II: List of Annexes</u>	10
<u>Annex A: Terms of Reference</u>	11
<u>Annex B: Consultant’s Reporting Obligations</u>	12
<u>Annex C: Cost Estimate of Services and List of Personnel</u>	13
<u>1. Breakdown of Contract Price</u>	13
<u>2. Personnel</u>	13

Introduction

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

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

The Contract Form shall not be modified. However, relevant information specific to each Contract to be provided by the Procuring Entity shall only be included by substituting/filling-in the provided sections of Contract marked with italicized text in box brackets i.e. [*insert here*] or dashes i.e. _____.

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

Section I: Contract Form

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

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

WHEREAS, the Consultant is willing to perform these services,

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

5. This Contract Form;
6. The Employer's Notification of Award;
7. Letter of Acceptance;
8. Minutes of Negotiation Meeting; and
9. List of Annexes
 - Annex A: Terms of Reference;
 - Annex B: Consultant's Reporting Obligations; and
 - Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates;

NOW THEREFORE THE PARTIES HEREIN HEREBY agree as follows:

-
- | | |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Services | (iv) The Consultant shall perform the services specified in Annex A: Terms of Reference (ToR), which is made an integral part of this Contract ("the Services"). |
| | (v) The Consultant shall provide the personnel as indicated in the ToR to perform the Services. |
| | (vi) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the ToR . |
-
- | | |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. Duration | The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing. |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
-

3. Payment**E. Contract Sum**

For Services rendered pursuant to the **ToR**, the Client shall pay the Consultant an amount of *[insert Contract Price in currency words and figures]* 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.

F. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man-month spent (or per day spent or per hour spent, subject to a maximum of. eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

G. Schedule of Payments

The following payment schedule will be used:-*[insert payment schedule as in the ToR]*

H. Payment Conditions

Payment shall be made in *[insert currency]* no later than **30 days** following submission by the Consultant of invoices in duplicate to the Employer's Authorized Representative designated in Clause 5.

4. Taxes

The Consultant, sub-Contractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

5. Project Administration**E. Authorized Representative**

"Authorized Representative" means representatives appointed by a party and authorized to act for and on behalf of the party with respect to this Contract.

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by their Authorized Representatives namely,

[insert full name] on behalf of the Employer; and

[insert full name] on behalf of the Consultant

F. Timesheets

During the course of their work under this Contract, the

Consultant's employees providing services under this Contract may be required to complete time sheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

G. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

H. Reports

The reports listed in the agreed ToR, shall be submitted in the course of the assignment, and will constitute the basis of the payments to be made under this Contract.

6. 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.
---------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

8. 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.
---------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

9. 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.
--------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

10. Insurance The Consultant shall meet the cost of professional liability and other insurance related to the performance of the Service and approved by the Employer. This includes medical examination or treatment required in the course of performing the Services, employer's liability and workers' compensation insurance with respect to staff in accordance with the relevant provisions in the applicable law as well as insurance against loss of or damage to (i) equipment purchased in whole or part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Service.

11. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

12. Notices All notices, requests or communications between the parties under this Contract shall be in English language by a letter signed by an authorized representative of the sending party and delivered by mail or by electronic forms that provide a record of the content of communication to the following address:

[insert address of the Employer]

[insert address of the Consultant]

13. Amendments Any of the terms and conditions of this contract may be amended or modified by mutual agreement of both parties. Any such modification or amendments shall be in writing and signed by both parties.

14. Force Majeure If either party is unable by reason of Force Majeure to perform its obligations under this Contract, such party shall give notice to other party of the event;

Force Majeure denotes any event, the happening or pernicious effect of which could not be reasonably prevented. Either party shall not be responsible or liable for any delay or failure in the fulfilment of its obligations under this Contract, directly or indirectly due to any cause or circumstances beyond its control including but not limited to , any regulations, orders or instructions issued by municipal authorities or any department or agency thereof , acts of God, fires, typhoons, or embargoes, war, hostilities, invasion, acts of public terrorism , epidemics, and quarantine and difficulty in receiving supplies of products or any act mitigating against the production of or supply of the

products.

Neither party shall be held liable for any damage or loss whether monetary or otherwise as a result Force Majeure.

15. Obligations of the Employer The Employer shall use its best efforts to provide the Consultant such assistance, facilities and exemptions as may be required for the successful completion of the assignment.

The Employer shall provide timely responses to the reports and documents submitted by the Consultant as specified by the Contract without undue delay including facilitation of timely stakeholder participation.

[provide list as necessary]

16. Law Governing Contract and Language The Contract shall be governed by the laws of the Republic of Ghana, and the language of the Contract shall be **English**.

17. Termination by the Employer The Contract will continue until all services and deliverables, if any, have been provided and accepted in accordance with Section II: Description of Services unless it is terminated earlier in accordance with the terms as set out as follows.

- a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic form that provides record of the content of communication
 - b. if the Consultant become insolvent or bankrupt;
 - c. if, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than forty-five (45) days; or
 - d. if the Consultant(s), in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.
-

18. Termination by the Consultant	<p>The Consultant may terminate this Contract, by not less than twenty-one (21) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <ul style="list-style-type: none">a. if the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-one (21) days after receiving written notice from the Consultant that such payment is overdue; orb. 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 forty-five (45) days.
19. Payment upon Termination	<p>Upon termination of this Contract pursuant to Clause 14 or 16.2, the Employer shall make the following payments to the Consultant:</p> <ul style="list-style-type: none">a. remuneration for Services satisfactorily performed prior to the effective date of termination;b. except in the case of termination pursuant to paragraphs (a), (b) and (d) of Clause 17, 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.
20. Protection of the Environment	<p>The Consultant shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p>
21. Health and Safety	<p>The Consultant shall observe all national laws and regulations pertaining to health and safety in the Republic of Ghana and shall at all times take all reasonable precautions to maintain the health and safety of his personnel.</p>
22. Amicable Settlement	<p>The Parties shall seek to resolve any dispute amicably by mutual consultation.</p>
23. Dispute Resolution	<p>Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the laws of the Republic of Ghana.</p>

SIGNED FOR AND ON BEHALF

OF THE EMPLOYER:

.....
Signature

(Name).....

[Authorized Representative]

IN THE PRESENCE OF

.....
Signature

(Name).....

(Occupation).....

(Address).....

SIGNED FOR AND ON BEHALF

OF THE SERVICE PROVIDER:

.....
Signature

(Name).....

[Authorized Representative]

IN THE PRESENCE OF

.....
Signature

(Name).....

(Occupation).....

(Address).....

Section II: List of Annexes

Annex A: Terms of Reference

Annex B: Consultant's Reporting Obligations

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

Annex A: Terms of Reference

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

Annex B: Consultant's Reporting Obligations

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

Annex C: Cost Estimate of Services and List of Personnel**1. Breakdown of Contract Price**

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

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

Remuneration of Staff

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

Total cost in figures: _____ [insert amount in figures]

Total cost in words: _____ [insert amount in words]

2. Personnel

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

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

[Attach a copy of one of the two Forms of Contracts listed below for above Assignments. Circumstances under which these contracts are used are described in their prefaces.]

- a) Standard and Sample Contract for Consultant's Services
(Small Assignments, Time -Based Payments)

- b) Standard and Sample Contract for Consultant's Services
(Small Assignments, Lump-Sum Payments)