

Republic of Sierra Leone

**User Guide
Small Consultant
Services Contract
Lump-Sum Payments**

USER GUIDE INDEX

USER GUIDE INDEX	1
PREFACE	2
CONTRACT FORM	3
NOTES ON THE CONTRACT FORM	3
STEP-BY-STEP PREPARATION OF THE CONTRACT FORM.....	3
ANNEXES	5
NOTES ON THE ANNEXES	5
COMPLETION OF THE ANNEXES BEFORE CONTRACT SIGNATURE	5

Preface

The contract format for Small Assignments - Lump-Sum Payments for Consultant Services is based on the World Bank format of 1995, as subsequently revised and amended. This is intended for use on simple low-value contracts where the added protection of the standard contract format for lump-sum remuneration of Consultant services is not required by the Client.

For contracts costing over Le125 million, use of the “**Consultant Services – Lump-Sum Remuneration**” standard contract document is recommended to ensure protection of both the Client and the Consultant.

This draft Contract normally forms part of a Request for Proposals issued to shortlisted Consultants and should be issued for national competitive bidding. When international Consultants are required for effective competition and expertise, it is recommended that the “**Consultant Services – Lump-Sum Remuneration**” standard contract is used for foreign consultants.

The form of Contract is in a single part, supplemented by three Annexes which are compiled from the proposals submitted by the Consultant as may be adjusted by agreement during contract negotiations:

- Annex A – Terms of Reference and Scope of Services;
- Annex B - Consultants’ Personnel;
- Annex C - Consultants Reporting Obligations.

The Contract is normally issued in the original draft format with the Request for Proposals, and only finalised to reflect all agreements between the winning Consultant and the Client following approval of the award of contract.

During preparation of the Contract following approval of the award of contract, the relevance of the contract wording must be checked against the requirements of the Services to be procured. The following general directions should be observed:

- (a) The front cover page of the Contract should be completed with the title of the Services, the name of the Client, the name of the Consultant, the Procurement Number and the date of the Contract.
- (b) Footnotes, notes in square brackets [] or in italics, must not be left in the Contract prior to signature.
- (c) All general and special conditions of contract are contained directly in the Contract itself and specific details, such as the “name of the Client” and the Contract Price must be carefully entered. Additional clauses may be included if these are essential to clarify agreements between the Client and the Consultant.
- (d) Information included in this User Guide for the completion of the Contract is given only to illustrate the text to be inserted.

Contract Form

Notes on the Contract Form

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

Step-by-Step Preparation of the Contract Form

Action (following award of contract):

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

Paragraph 1. Insert in the appropriate places in the opening paragraph of the Form of Contract, the date of contract signature; the name and address of the Client; and the name and address of the Consultant.

Assemble and attach the Annexes listed in Paragraph 1 which form a part of the Contract, and prepare five sets of all documents for signature by both Parties to the contract.

Paragraph 2. Enter the date for the commencement of services and the estimated date of completion.

Paragraph 3A. Enter the Contract Price ceiling.

Paragraph 3B. Insert an appropriate schedule of payments under this clause. Normally the key deliverables for the assignment will be the reports required as in Annex C, but other clearly identified deliverables, extracted from the Terms of Reference, could be used instead. A simple example is provided for guidance in the draft Contract format.

Paragraph 3C. Insert the currency for payments to the Consultant.

Paragraph 4A: Enter the name and job title of the person designated as the Coordinator for the Client.

Paragraph 7. Any restrictions on the future use of the documents and/or software developed for the Client should be added at the end of Paragraph 7. Examples of such clauses are

- *“For a period of two years after the termination of this contract, the Consultants shall not use these documents or software for purposes unrelated to this Contract without the prior written approval of the Client.”*
- *“The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”*

- *“Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.”*

Paragraph 12. Note an alternative wording for the Resolution of Disputes which may be used if the Contract is with a foreign Consultant. *“Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”*

Ensure that all agreements concluded between the Client and the Consultant during negotiations are accurately reflected in the Contract and in the Annexes before issuing the letter of acceptance to the Consultant.

Annexes

Notes on the Annexes

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

The contract document will include the Annexes based on the Terms of Reference and the standard forms submitted by the Consultant with his Technical and Financial Proposals. Note that during negotiation of the contract the Terms of Reference and details of the Annexes may be adjusted for the final contract by agreement of both parties.

Completion of the Annexes Before Contract Signature

Annex A – Terms of Reference and Scope of the Services

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

Annex B – Consultants’ Personnel

Prepare this Annex based on the information provided by the Consultant in Forms 3E, 3F and 3G of his Technical Proposal, as modified by agreement or later information provided by the Consultant during negotiations. For simple assignments this is a list of the job titles, names, staff months and fee rates of the Personnel to be used by the Consultant on the assignment. A list of reimbursable expenses should also be included if these are agreed to be paid separately from the staff fees.

The fee rate information is used only for the purpose of determining the price of any additional services required by the Client.

Annex C – Reporting Requirements

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

Annex D – Form of Bank Guarantee for Advance Payment

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