

**Republic of Sierra Leone**

**User Guide  
Small Consultant  
Services Contract  
Time-Based Payments**

# USER GUIDE INDEX

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## Preface

The contract format for Small Assignments – Time-Based 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 with local Consultants 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 – Complex Time-Based Assignments**” 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 – Complex Time-Based Assignments**” 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 Reporting Obligations;
- Annex C – Cost Estimate of Services, List of Personnel and Schedule of Rates;.

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 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 Tender 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 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 four 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. This is the total estimated cost of fees and reimbursable expenses including a contingency allowance if appropriate.

**Paragraph 3B.** Specify the basis of payment by man-month, man-day or by hour. Delete the wording which does not apply.

**Paragraph 3C.** List any specific expenses not covered by 3C(i) in a new sub-paragraph 3C(iii). Examples could include per routine medical examinations, courier facilities or equipment required in the performance of the services.

**Paragraph 3D.** 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 the 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 – 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 C – Cost Estimate of Services, List of Personnel and Schedule of Rates**

A format for this Annex is included in the draft Contract. Prepare the 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. Insert the job titles, names, staff time, fee rates per unit of time and total cost of the Personnel to be used by the Consultant on the assignment in Table 1. List all categories of reimbursable expenses in Table 2 with the unit rates, quantities and total cost. Enter as the “Total Cost” the total of fees plus reimbursable expenses.

A contingency allowance of up to 15% is usually added to the total estimated cost to avoid the need for formal amendment of the contract when acceptable and unforeseen additional costs are incurred during performance of the services. This sum is added to the Total Cost to give the “Contract Ceiling”.

## **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.