



REPUBLIC OF GHANA

**STANDARD FRAMEWORK
AGREEMENT FOR**

Consultancy Services
Large Assignments Lump-Sum Payments

Public Procurement Authority

Accra, Ghana

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Introduction

The standard Framework Agreement Form consists of four parts: the Framework Agreement Form to be signed by the Employer and the Consultant, the General Conditions of Call-Off (GCCC); the Special Conditions of Call-Off Contract (SCCC); and the Appendices

Framework Agreement (FWA) is the Agreement between the parties, including any appendices, the basis on which Call-offs will be made by Purchasers. Framework Agreements are not contracts but are instruments of understanding that contain terms and conditions (clauses) applicable to Call-offs/Purchase Orders (contracts) issued under the FWA.

The General Conditions of Call-Off Contract, including Attachment 1, shall not be modified. The Special Conditions of Call-Off Contract that contain clauses specific to each Call-Off Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

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

**FRAMEWORK AGREEMENT CONTRACT FOR CONSULTANCY
SERVICES
Lump-Sum Payments**

Project Name _____

Framework Agreement No. _____

between

[Name of the Employer]

and

[Name of the Consultant]

Dated: _____

Section I: Framework Agreement Form

LUMP-SUM PAYMENTS

(Text in brackets [] is optional; all notes should be deleted in the final text)

This FRAMEWORK AGREEMENT (hereinafter called the “ Agreement”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procurement Entity] (hereinafter called the “Employer”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[**Note:** If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Employer for all the Consultant’s obligations under this Agreement, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Employer has requested the Consultant to provide certain consulting services as defined in this Agreement (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Employer that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement;
- (c) The Employer intends to apply a portion of his budgetary allocation/local/credit/grant/financing] to eligible payments under the Agreement.
- (d) The Employer shall be entitled to issue Call-Offs under this Agreement.
- (e) All Call-Off Contracts issued under this Agreement shall bear both the Call-Off number and this Agreement number. Only written and signed Call-Off are valid under this Agreement.
- (f) All Call-Offs placed under the Agreement are subject to the terms and conditions of this Agreement

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 Agreement:
 - (a) Section II: The General Conditions of Call-Off Contract;
 - (b) Section III: The Special Conditions of Call-Off Contract;
 - (c) Appendices:
 - Appendix A: Description of the Services/ Terms of Reference
 - Appendix B: Reporting Requirements
 - Appendix C: Key Staff
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Client
 - Appendix F: Advance Payments Guarantee Form

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Call-Off Contract; the General Conditions of Call-Off Contract, including Attachment 1; Appendix A; Appendix B; Appendix C, Appendix D and Appendix E. Any reference to this Agreement shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Agreement, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Call-Off Contract and abide by the provision of article 284 of the Constitution and the Criminal Code 1960 (Act 29) regarding corrupt and fraudulent practices; and
 - (b) the Employer shall make payments to the Consultant in accordance with the provisions of the Call-Off Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Employer]*

[Authorized Representative of the Employer – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

Section II: General Conditions of Call-Off Contract

A. General Provisions

1. **Definitions**
 - 1.1. Unless the context otherwise requires, the following terms whenever used in the Call-Off Contract have the following meanings:
 - (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Ghana.
 - (b) “Employer” means Procurement Entity that signs the Framework Agreement for the Services with the selected Consultant.
 - (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Employer to provide the Services under the signed Framework Agreement.
 - (d) “Contract” means the Call-Off Contract
 - (e) “Agreement” means the legally binding written Framework Agreement signed between the Employer and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Call-Off Contract (the General Conditions (GCCC), the Special Conditions (SCCC), and the Appendices).
 - (f) “Day” means a working day unless indicated otherwise.
 - (g) “Effective Date” means the date on which the Call-Off Contract comes into force and effect pursuant to Clause **GCCC 12**.
 - (h) “Foreign Currency” means any currency other than the Currency of The Republic of Ghana.
 - (i) “GCCC” means these General Conditions of Call-Off Contract.
 - (j) “Government” means the government of The

Republic of Ghana.

- (k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Call-Off Contract.
- (l) "Key Staff" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Call-Off Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (m) "Local Currency" means the currency of The Republic of Ghana.
- (n) "Non-Key Staff" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Call-Off Contract.
- (o) "Party" means the Employer or the Consultant, as the case may be, and "Parties" means both of them.
- (p) "SCCC" means the Special Conditions of Call-Off Contract by which the GCCC may be amended or supplemented but not over-written.
- (q) "Services" means the work to be performed by the Consultant pursuant to the Call-Off Contract, as described in Appendix A hereto.
- (r) "Staff" means, collectively, Key Staff, Non-Key staff, or any other staff of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Call-Off Contract.

- (s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Call-Off Contract.
- (t) "Third Party" means any person or entity other than the Government of Ghana, the Employer, the Consultant or a Sub-consultant.

- 2. **Relationship between the Parties**
 - 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to the Call-Off Contract, has complete charge of the Staff and sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. **Law Governing Call-Off Contract**
 - 3.1. This Call-Off Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. **Language**
 - 4.1. The Call-Off Contract has been executed in English, the official language of the Republic of Ghana, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Call-Off Contract.
- 5. **Headings**
 - 5.1. The headings shall not limit, alter or affect the meaning of the Call-Off Contract.
- 6. **Communications**
 - 6.1. Any communication required or permitted to be given or made pursuant to the Call-Off Contract shall be in writing in the language specified in Clause **GCCC 4**. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCCC**.

- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCCC**.
7. **Location** 7.1. The Services under the Framework Agreement shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
8. **Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Employer under the Call-Off Contract, including without limitation the receiving of instructions and payments from the Employer.
9. **Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under the Call-Off Contract by the Employer or the Consultant may be taken or executed by the officials specified in the **SCCC**.
10. **Commissions and Fees** 10.1. The Employer requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Call-Off Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Framework Agreement and/or Call-Off Contract and/or sanctions by the Employer
11. **Assignment** 11.1. Neither Party shall assign the whole or any part of the Call-Off Contract or any benefit or interest in or under the Call-Off Contract. However, either party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Call-Off Contract.

B. Call-Off Contract Commencement, Completion, Modification and Termination

- | | | |
|---|------|---|
| 12. Effective date of Call-Off Contract | 12.1 | The Call-Off Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCCC have been met. |
| 13. Termination of Call-Off Contract for Failure to Become Effective | 13.1 | If the Call-Off Contract has not become effective within such time period after the date of Call-Off Contract signature as specified in the SCCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare the Call-Off 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. |
| 14. Commencement of Services | 14.1 | The Consultant shall confirm availability of Key Staff and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCCC. |
| 15. Intended Completion Date | 15.1 | Unless terminated earlier pursuant to Clause GCCC 20 hereof, the Call-Off Contract shall expire at the end of such time period after the Effective Date as specified in the SCCC. |
| 16. Entire Agreement | 16.1 | The Framework Agreement 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 herein.

17. **Modifications or Variations** 17.1 Any modification or variation of the terms and conditions of the Framework Agreement, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
18. **Force Majeure**
- Definition** 18.1 For the purposes of the Call-Off Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 confiscation or any other action by Government agencies.
- 18.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Staff, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of the Call-Off Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 18.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

No Breach of Call-Off Contract 18.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the Call-Off 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, all with the objective of carrying out the terms and conditions of the Call-Off Contract.

Measures to be Taken 18.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Call-Off Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to the Call-Off 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 as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer, shall either:

- a. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the Services; or
- b. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of the Call-Off Contract and be reimbursed for additional costs

reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses **GCCC 58** and **59**.

19. Suspension

19.1 The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under the Call-Off 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

20. Termination

20.1 The Framework Agreement and/or Call-Off Contract may be terminated by either Party as per provisions set up below:

By the Employer

20.1.1 The Employer may terminate the Call-Off Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Employer shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Clause GCCC 19**;
- b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause **GCCC 55.1**;
- d. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate the Call-Off Contract;
- f. If the Consultant fails to confirm availability of Key Staff as required in Clause **GCCC 14**.

20.1.2 Furthermore, if the Employer determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices, in competing for or in executing the Call-Off Contract, then the Employer may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Call-Off Contract.

By the Consultant

20.1.3 The Consultant may terminate the Call-Off Contract, by not less than thirty (30) calendar days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a. If the Employer fails to pay any money due to the Consultant pursuant to the Call-Off Contract and not subject to dispute pursuant to Clauses **GCCC 56.1** within forty-five (45)

calendar days after receiving written notice from the Consultant that such payment is overdue.

- b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause **GCCC 56.1**.
- d. If the Employer is in material breach of its obligations pursuant to the Call-Off Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Employer of the Consultant's notice specifying such breach.

Cessation of Rights and Obligations

20.1.4 Upon termination of the Call-Off Contract pursuant to Clauses **GCCC 13** or **GCCC 20** hereof, or upon expiration of the Call-Off Contract pursuant to Clause **GCCC 15**, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause **GCCC 22**, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause **GCCC 25**, and (iv) any right which a Party may have under the Applicable Law.

Cessation of Services

20.1.5 Upon termination of the Call-Off Contract by notice of either Party to the other pursuant to Clauses **GCCC 20.1a** or **GCCC 20.1b**, the Consultant 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 Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses **GCCC 33.1** or **33.2**.

Payment upon Termination

- 20.16 Upon termination of the Call-Off Contract, the Employer shall make the following payments to the Consultant:
- a. remuneration for Services satisfactorily performed prior to the effective date of termination, and [*reimbursable*] expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause **GCCC 47**;
 - b. in the case of termination pursuant to paragraphs (d) and (e) of Clause **GCCC 20.1.1**, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Call-Off Contract, including the cost of the return travel of the Staff.

C. OBLIGATIONS OF THE CONSULTANT

21. General

Standard of Performance

- 21.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to the Call-Off Contract or to the Services, as a faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with the third parties.
- 21.2 The Consultant shall employ and provide such qualified and experienced Staff and Sub-consultants as are required to carry out the Services.
- 21.3 The Consultant may subcontract part of the Services to an extent and with such Key Staff and Sub-consultants as may be approved in advance by the Employer. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

Law Applicable to Services

- 21.4 The Consultant shall perform the Services in accordance with the Call-Off Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Staff and Sub-consultants, comply with the Applicable Law.
- 21.5 Throughout the execution of the Call-Off Contract, the Consultant shall comply with the import of goods and services prohibitions in The Republic of Ghana
- 21.6 The Employer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

22. Conflict of Interests

- 22.1 The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

22.1.1 The payment of the Consultant pursuant to GCCC F (Clauses **GCCC 48** through **53**) shall constitute the Consultant's only payment in connection with the Call-Off Contract and, subject to Clause GCCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Call-Off Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Staff and agents of either of them, similarly shall not receive any such additional payment.

22.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.

Consultant and Affiliates Not to Engage in Certain Activities

22.1.3 The Consultant agrees that, during the term of the Call-Off Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCCC**.

Prohibition of Conflicting Activities

22.1.4 The Consultant shall not engage, and shall cause its Staff as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under the Call-Off Contract.

Strict Duty to Disclose Conflicting

22.1.5 The Consultant has an obligation and shall ensure that its Staff and Sub-consultants shall have an obligation to disclose any situation of actual or

Activities

potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Call-Off Contract.

23. **Confidentiality** 23.1 Except with the prior written consent of the Employer, the Consultant and the Staff shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Staff make public the recommendations formulated in the course of, or as a result of, the Services.
24. **Liability of the Consultant** 24.1 Subject to additional provisions, if any, set forth in the **SCCC**, the Consultant's liability under the Call-Off Contract shall be as determined under the Applicable Law.
25. **Insurance to be taken out by the Consultant** 25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage specified in the **SCCC**, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause **GCCC 14**.
26. **Accounting, Inspection and Auditing** 26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

- 26.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Employer and/or persons appointed by the Employer to inspect the Site and/or all accounts and records relating to the performance of the Call-Off Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Employer if requested by the Employer. The Consultant is to note that acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under this Clause constitute a prohibited practice subject to Call-Off Contract termination (as well as to a determination of ineligibility under the Employer's prevailing sanctions procedures.)
27. **Labour Laws**
- 27.1 The Consultant shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, and immigration and shall allow them all their legal rights.
- 27.2 Consultant shall require his employees to obey all applicable laws, including those concerning safety at work
28. **Health and Safety**
- 28.1 The Consultant shall at all times take all reasonable precautions to maintain the health and safety of his personnel
29. **Protection of the Environment**
- 29.1 The Consultant shall at all times observe the laws and regulations regarding the protection of the environment
30. **Consultants' Actions Requiring Employer's Prior Approval**
- 30.1 The Consultant shall obtain the Employer's prior approval in writing or in electronic forms that provide record of the content of communication before taking any of the following actions:
- a. entering into a subcontract for the performance of any part of the Services,
 - b. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and

Subcontractors”),

- c. changing the Work Plan for Performing the Services; and

any other action that may be specified in the **SCCC**.

31. Reporting Obligations

31.1 The Consultant shall submit to the Employer the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

32. Proprietary Rights of the Employer in Reports and Records

32.1 Unless otherwise indicated in the **SCCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The Consultant shall, not later than upon termination or expiration of the Framework Agreement, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to the Framework Agreement without prior written approval of the Employer.

32.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Employer’s prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCCC**.

33. **Equipment, Vehicles and Materials**
- 33.1 Equipment, vehicles and materials made available to the Consultant by the Employer, or purchased by the Consultant with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Call-Off Contract, the Consultant shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Employer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value and ensure regular maintenance of same, at the expense of the Employer.
- 33.2 Any equipment or materials brought by the Consultant or its Staff into the country for the use either for the project or personal use shall remain the property of the Consultant or the Staff concerned, as applicable.
34. **Liquidated Damages**
- 34.1 The Consultant shall pay liquidated damages to the Employer at the rate per day stated in the **SCCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCCC**. The Employer may deduct liquidated damages from payments due to the Consultant. Payment of liquidated damages shall not affect the Consultants' liabilities.
35. **Correction for Over-payment**
- 35.1 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Consultant by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause **GCCC 53**.

D. CONSULTANT'S STAFF AND SUB-CONSULTANTS

36. **Description of Key Staff**
- 36.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Staff are described in **Appendix B**.
- 36.2 If required to comply with the provisions of Clause **GCCC 21.1**, adjustments with respect to the estimated time-input of Key Staff set forth in **Appendix B** may be made by the Consultant by a written notice to the Employer, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under the Call-Off Contract to exceed the Call-Off Contract Price set forth in Clause **GCCC 48.2**.
- 36.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Staff may be increased by agreement in writing between the Employer and the Consultant. In case where payments under the Call-Off Contract exceed the Call-Off Contract Price set forth in Clause **GCCC 48.1**, the Parties shall sign a Call-Off Contract amendment.
37. **Replacement of Key Staff**
- 37.1 Except as the Employer may otherwise agree in writing, no changes shall be made in the Key Staff.
- 37.2 Notwithstanding the above, the substitution of Key Staff during Call-Off Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
38. **Approval of Additional Key Staff**
- 38.1 If during execution of the Call-Off Contract, additional Key Staff are required to carry out the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in

writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Staff shall be deemed to have been approved by the Employer.

39. **Removal of Staff or Sub-consultants**
- 39.1 If the Employer finds that any of the Staff or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Employer determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Employer's written request, provide a replacement.
- 39.2 In the event that any of Key Staff, Non-Key Staff or Sub-consultants is found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 39.3 Any replacement of the removed Staff or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Employer.
40. **Replacement or Removal of Staff - Impact on Payments**
- 40.1 Except as the Employer may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Staff provided as a replacement shall not exceed the remuneration which would have been payable to the Staff replaced or removed.
41. **Working Hours, Overtime, Leave, etc.**
- 41.1 Working hours and holidays for Staff are set forth in **Appendix B**. To account for travel time to/from The Republic of Ghana, Staff carrying out Services inside The Republic of Ghana 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 Ghana as is specified in **Appendix B**.
- 41.2 The Staff shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

- 41.3 Any taking of leave by Key Staff shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE EMPLOYER

42. Assistance and Exemptions

- 42.1 Unless otherwise specified in the SCCC, the Employer shall use its best efforts to:
- a. Assist the Consultant with obtaining permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - b. Assist the Consultant with promptly obtaining, for the Staff and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in The Republic of Ghana while carrying out the Services under the Call-Off Contract.
 - c. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Staff and their eligible dependents.
 - d. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - e. Assist the Consultant and the Staff and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in The Republic of Ghana according to the applicable law in The Republic of Ghana.

- f. Assist the Consultant, any Sub-consultants and the Staff of either of them with obtaining the privilege, pursuant to the applicable law in The Republic of Ghana, of bringing into The Republic of Ghana reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Staff and of withdrawing any such amounts as may be earned therein by the Staff in the execution of the Services.
 - g. Provide to the Consultant any such other assistance as may be specified in the **SCCC**.

- 43. **Access to Project Site** 43.1 The Employer warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Staff in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Staff of either of them.

- 44. **Change in the Applicable Law Related to Taxes and Duties** 44.1 If, after the date of the Call-Off Contract, there is any change in the applicable law in The Republic of Ghana with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under the Call-Off Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Call-Off Contract Price specified in Clause **GCCC 48.1**

- 45. **Services, Facilities and Property of the Employer** 45.1 The Employer shall make available to the Consultant, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

- 45.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause **GCCC 48.3**.
- 46. Counterpart Staff**
- 46.1 The Employer shall make available to the Consultant free of charge such professional and support counterpart staff, to be nominated by the Employer with the Consultant's advice, if specified in **Appendix A**.
- 46.2 If counterpart staff are not provided by the Employer to the Consultant as and when specified in **Appendix A**, the Employer and the Consultant 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 Employer to the Consultant as a result thereof pursuant to Clause **GCCC 48.3**.
- 46.3 Professional and support counterpart staff, excluding Employer's liaison staff, shall work under the exclusive direction of the Consultant. If any member of the counterpart staff fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.
- 47. Responses by the Employer**
- 47.1 The Employer shall provide responses to reports and documents submitted by the Consultant as specified by the Call-Off Contract including facilitation of timely stakeholder participation without undue delay.
- 47.2 The Consultant shall be entitled to compensation if the agreed Call-Off Contract duration is exceeded due to delays caused by the Employer. The compensation shall be based on additional time spent on the project by the Consultant and shall be subjected to negotiation between

the Consultant and the Employer.

If the parties fail to agree, the Consultant shall be entitled to price adjustment as specified in GCCC 50.3.

48. **Payment Obligation** 48.1 In consideration of the Services performed by the Consultant under the Call-Off Contract, the Employer shall make such payments to the Consultant and in such manner as is provided by GCCC F below.

F. PAYMENTS TO THE CONSULTANT

49. **Contract Price** 49.1 An estimate of the Contract Price is set forth in **Appendix C** (Remuneration).
- 49.2 Any change to the Contract price specified in Clause **GCCC 40.1** can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause **GCCC 17** and have amended in writing the Terms of Reference in **Appendix A**.
50. **Remuneration and Reimbursable Expenses** 50.1 The Employer shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 50.2 All payments shall be at the rates set forth in **Appendix C**.
- 50.3 Unless the **SCCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Call-Off Contract.
- 50.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Staff as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the

Staff' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCCC**.

50.5 Any rates specified for Staff not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Employer, once the applicable remuneration rates and allowances are known.

51. Taxes and Duties

51.1 The Consultant, Sub-consultants and Staff are responsible for meeting any and all tax liabilities arising out of the Call-Off Contract unless it is stated otherwise in the **SCCC**.

51.2 As an exception to the above and as stated in the **SCCC**, all local identifiable indirect taxes (itemized and finalized at Call-Off Contract negotiations) are reimbursed to the Consultant or are paid by the Employer on behalf of the Consultant.

52. Currency of Payment

52.1 Any payment under the Call-Off Contract shall be made in the currency(ies) specified in the **SCCC**.

53. Mode of Billing and Payment

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

- a. *Advance payment.* Within the number of days after the Effective Date, the Employer shall pay to the Consultant an advance payment as specified in the **SCCC**. Unless otherwise indicated in the **SCCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Employer in an amount (or amounts) and in a currency (or currencies) specified in the **SCCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Employer shall have approved in writing. The advance payments will be set off by the Employer in equal instalments against the statements for the number of months of the Services specified in the **SCCC** until said advance payments have been fully set off.

- b. Requests for Payment. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCCC**, the Consultant shall submit to the Employer, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCCC 44 and GCCC 45 for such interval, or any other period indicated in the **SCCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- c. Payments by Employer. The Employer shall pay the Consultant's invoices within sixty Thirty (30) days [or as specified in the **SCCC**] after the receipt by the Employer of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Employer may add or subtract the difference from any subsequent payments.
- d. The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final invoice shall be deemed approved by the Employer as satisfactory ninety sixty(60) calendar days [or as specified in the **SCCC**] after receipt of the final report and final invoice by the Employer unless the Employer, within such sixty(60) calendar day [or as specified in the **SCCC**]

period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Employer has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of the Call-Off Contract shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final invoice approved by the Employer in accordance with the above.

- e. All payments under the Call-Off Contract shall be made to the accounts of the Consultant specified in the **SCCC**.
- f. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

54. Interest on Delayed Payments

54.1 If the Employer had delayed payments beyond fifteen (15) days after the due date stated in Clause **GCCC 52.1 (c)**, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCCC**.

G. Fairness and Good Faith

55. Good Faith

55.1 The Parties undertake to act in good faith with respect to each other's rights under the Framework Agreement and to adopt all reasonable measures to ensure the realization of the objectives of the Framework Agreement.

H. SETTLEMENT OF DISPUTES

56. **Amicable Settlement** 56.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 56.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause **GCCC 57.1** shall apply.
57. **Dispute Resolution** 57.1 Any dispute between the Parties arising under or related to the Call-Off Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCCC**.

I. SUSTAINABILITY

58. **Prompt Payment and Fair Dealing** 58.1 The Consultant provides access to accounts (as part of the open book process) to allow timeliness of payments to subcontractors and suppliers to be verified.
- .

J. BUSINESS ASSURANCE

59. **Business Assurance** 59.1 The Employer assures the Consultant a minimum percentage of Agreement Price during the life of the FWA in accordance with the provisions specified in the **SCCC**.
- .

Section III: Special Conditions of Call-Off Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed Call-Off Contract]

GCCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Call-Off Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Employer : _____ _____</p> <p>Attention : <i>[specify name of authorized representative]</i> _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____ _____</p> <p>Attention : <i>[specify name of authorized representative]</i> _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ [insert name of the member]</p>

<p>9.1</p>	<p>The Authorized Representatives are:</p> <p>For the Employer: [name, title]_____</p> <p>For the Consultant: [name, title, address]_____</p>
<p>12.1</p>	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
<p>13.1</p>	<p>Termination of the Framework Agreement and/or Call-Off Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months]</i>.</p>
<p>14.1</p>	<p>Commencement of Services:</p> <p>The number of days/months shall be _____ <i>[e.g.: ten days]</i>.</p> <p>Confirmation of Key Staff' availability to start the Assignment shall be submitted to the Employer in writing as a written statement signed by each Key Expert.</p>
<p>15.1</p>	<p>Expiration of Framework Agreement:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months]</i>.</p>

<p>22.1.3.</p>	<p>The Employer reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCCC 21.1.3</p> <p>Yes _____ No _____</p>
<p>24.1</p>	<p>No additional provisions.</p> <p>[OR</p> <p>The following limitation of the Consultant’s Liability towards the Employer can be subject to the Framework Agreement’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Employer:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Employer’s property, shall not be liable to the Employer:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Call-Off Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the laws in The Republic of Ghana <p><i>[Notes to the Employer and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Framework Agreement should be carefully</i></p>

	<p><i>scrutinized by the Employer <u>prior to accepting any changes</u> to what was included in the issued RFP. In this regard, the Parties should be aware that any limitation of the Consultant's liability should at the very least be reasonably related to</i></p> <p><i>(a) the damage the Consultant might potentially cause to the Employer, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage.</i></p> <p><i>The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Framework Agreement for remuneration and [reimbursable expenses]. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or wilful misconduct.]</i></p> <p>Employer shall not indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Employer to the extent permissible by the law in The Republic of Ghana.</p>
<p>25.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>[Note: Delete what is not applicable except (a)].</p> <p>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total amount of Call-Off Contract Price];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in The Republic of Ghana by the Consultant or its Staff or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in The Republic of Ghana"];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in The Republic of Ghana"];</p>

	<p>(d) employer’s liability and workers’ compensation insurance in respect of the Staff and Sub-consultants in accordance with the relevant provisions of the applicable law in The Republic of Ghana, as well as, with respect to such Staff, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under the Call-Off Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
30.1.c.	<p><i>[where applicable insert other actions of the Consultant which require prior approval of Employer, or otherwise delete]</i></p>
32.1	<p><i>[Note: If applicable, insert any exceptions to proprietary rights provision_____</i></p>
32.2	<p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Framework Agreement without the prior written approval of the Employer.]</i></p> <p>OR</p> <p><i>[The Employer shall not use these [insert what applies.....documents and software.....] for purposes unrelated to the Framework Agreement without the prior</i></p>

	<p>written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to the Framework Agreement without the prior written approval of the other Party.]</p>
34.1	<p>The specified rate for paying Liquidated Damages is _____ [insert amount] at rate per day.</p> <p>The Total payable amount for Liquidated Damages is _____ [insert amount in currency, figures, and then words]</p>
42.1 (a) through (f)	<p>[Note: List here any changes or additions to Clause GCCC 42.1. If there are no such changes or additions, delete this Clause SCCC 42.1.]</p>
42.1(g)	<p>[Note: List here any other assistance to be provided by the Employer. If there is no such other assistance, delete this Clause SCCC 35.1(f).]</p>
49.2	<p>The Contract Price in foreign currency or currencies is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>The Contract Price in local currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of the Call-Off Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Employer [insert as appropriate:" for" or "to"] the Consultant.</p>
50	<p>Price adjustment on the remuneration _____[insert "applies" or "does not apply"]</p> <p>[Note: If the Call-Off Contract is issued in less than 12 months following the</p>

signing of the Framework Agreement, price adjustment may apply.]

If the Call-Off Contract is issued more than 12 months after signing of the Framework Agreement, a price adjustment provision on the remuneration for local and/or foreign inflation shall be applied. The adjustment shall be made every 6 months for remuneration in local and/or foreign currency and – except if there is very high inflation in The Republic of Ghana, the adjustments shall be made every 3 months taking effect on the 7th month after the Call-Off Contract is issued. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for The Republic of Ghana. A sample provision is provided below for guidance:

{Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

- (1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 6 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Call-Off Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$$

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign

currency for the month of the date of the Framework Agreement.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]*

- (2) Remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every 6 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Framework Agreement) by applying the following formula:

$$R_t = R_{t_0} \times \frac{I_t}{I_{t_0}} \quad \left\{ \text{or} \quad R_t = R_{t_0} \times \left[0.1 + 0.9 \frac{I_t}{I_{t_0}} \right] \right\}$$

where

R_t is the adjusted remuneration;

R_{t_0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency;

I_t is the official index for salaries in The Republic of Ghana for the first month for which the adjustment is to have effect; and

I_{t_0} is the official index for salaries in The Republic of Ghana for the month of the date of the Framework Agreement.

[Note: for the Call-Off Contracts with duration less than 12 months affected by very high inflation in The Republic of Ghana, the remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every 3 months (and, for the first time, with effect for the remuneration earned in the 7th calendar month after effective date of Call-Off Contract)]

	<p>The Employer shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_i and I_o in the adjustment formula for remuneration paid in local currency: [<i>Legitimate source of indices include Ghana Statistical Services and The Bank of Ghana</i>]</p>
<p>51.1 and 51.2</p>	<p>[<i>Note: The Employer decides whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Employer for any such tax they might have to pay (or that the Employer would pay such tax on behalf of the Consultant)</i>]</p> <p>The Employer warrants that [choose one applicable option consistent with the ITC 7.4 and the outcome of the Framework Agreement’s negotiations:</p> <p>If ITC 7.4 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Staff shall be exempt from”</p> <p>OR</p> <p>If ITC 7.4 does not indicate the exemption and, depending on whether the Employer shall pay the withholding tax or the Consultant has to pay, include the following:</p> <p>“the Employer shall pay on behalf of the Consultant, the Sub-consultants and the Staff,” OR “the Employer shall reimburse the Consultant, the Sub-consultants and the Staff”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in The Republic of Ghana, on the Consultant, the Sub-consultants and the Staff in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Staff (other than nationals or permanent residents of The Republic of Ghana), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into The Republic of Ghana by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p>

	<p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Employer and which is treated as property of the Employer;</p> <p>(d) any property brought into The Republic of Ghana by the Consultant, any Sub-consultants or the Staff (other than nationals or permanent residents of The Republic of Ghana), or the eligible dependents of such Staff for their personal use and which will subsequently be withdrawn by them upon their respective departure from The Republic of Ghana, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and Staff shall follow the usual customs procedures of The Republic of Ghana in importing property into The Republic of Ghana; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Staff do not withdraw but dispose of any property in The Republic of Ghana upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Staff, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of The Republic of Ghana, or (b) shall reimburse them to the Employer if they were paid by the Employer at the time the property in question was brought into The Republic of Ghana.</p>
52.1	<p>The currency [currencies] of payment shall be the following: [list currency(ies) which should be the same as in the Financial Proposal, Form 4B:Summary of Costs]</p>
53.1(a)	<p><i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p>

	<p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Employer in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
53.1(b)	<p>[Note: Delete this Clause SCCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</p> <p>The Consultant shall submit to the Employer itemized statements at time intervals of _____ [e.g. "every quarter", "every six months", "every two weeks", etc.].]</p>
53.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
54.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
57.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p>

	<p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the</i></p>
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	<p><i>same appointing authority as in said paragraph (b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</i></p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of the Framework Agreement.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p>

	<p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract .</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither The Republic of Ghana nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(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.</p>
59	<p>The Employer assures the Consultant a minimum (indicate the percentage) of Agreement Price during the life of the FWA.</p>

Appendices

APPENDIX A – DESCRIPTION OF SERVICES/ TERMS OF REFERENCE

Note: 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

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

[Insert a table based on Form 3F of the Consultant's Technical Proposal and finalized at the Call-Off Contract's negotiations. Attach the CVs (updated and signed by the respective Key Staff) demonstrating the qualifications of Key Staff.]

[Note: Specify Hours of Work for Key Staff: List here the hours of work for Key Staff; travel time to/ from the Republic of Ghana; entitlement, if any, to leave pay; public holidays in the Republic of Ghana that may affect Consultant's work; etc. Make sure there is consistency with Form 3I. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX D - BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form 4D and Form 4E] of the Consultant's Proposal and reflect any changes agreed at

the Call-Off Contract negotiations, if any. The footnote shall list such changes made to [*Form 4D and Form 4E*] at the negotiations or state that none has been made.}

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: *List here the services and facilities to be made available to the Consultant by the Client.*

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Call-Off Contract

We hereby confirm that we have agreed to pay to the Staff listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Staff		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ₁
Home Office									
Work in the Employer's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX F - ADVANCE PAYMENTS GUARANTEE FORM

[Note: See Clause GCCC 52.1 (a) and SCCC 52.1(a)]

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Call-Off Contract] (hereinafter called "the Consultant") has entered into Call-Off Contract No. _____ [reference number of the Call-Off Contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called "the Call-Off Contract").

Furthermore, we understand that, according to the conditions of the Call-Off Contract, an advance payment in the sum of _____ [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Call-Off Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Call-Off Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

[Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product]

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”