



REPUBLIC OF GHANA

**STANDARD AND SAMPLE
FRAMEWORK AGREEMENT**

FOR

Consultancy Services
Small Assignments, Lump-Sum Payments

..... [*RFP Number*]

Date

..... [*Location, Ghana*]

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Introduction

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

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 Standard Framework Agreement consists of three parts: the Framework Agreement Form to be signed by the Employer and the Consultant, the Conditions of Call-Off Contract; and the Appendices.

The Framework Agreement Form shall not be modified. However, relevant details specific to each Framework Agreement to be provided by the Employer should be furnished in the spaces indicated by italicized notes in brackets i.e. [*insert here*] or dashes i.e. _____. Those details not filled in by the Employer are the responsibility of the Consultant.

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

Section I: Framework Agreement Form

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

- (a) WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services,
- (b) The Employer shall be entitled to issue Call-Offs under this Agreement.
- (c) 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 Contracts are valid under this Agreement.
- (d) All Call-Off Contracts placed against the Agreement are subject to the terms and conditions of this Agreement

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

- 1. Framework Agreement Form;
- 2. Minutes of Negotiation Meeting; and
- 3. List of Annexes
 - Annex A: Terms of Reference;
 - Annex B: Consultant's Reporting Obligations; and
 - Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates;

NOW THEREFORE THE PARTIES HEREIN HEREBY agree as follows:

1.	Services	(i) The Consultant shall perform the services specified in Annex A: Terms of Reference (ToR), which is made an integral part of the Framework Agreement ("the Services"). (ii) The Consultant shall provide the personnel as
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		<p>indicated in the ToR to perform the Services.</p> <p>(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the ToR.</p>
2.	Duration of the Framework Agreement	The Consultant shall perform the Services under the Framework Agreement during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.
3.	Payment	<p>A. <u>Contract Sum</u> For Services rendered pursuant to the ToR, the Client shall pay the Consultant an amount of <i>[insert Contract Price (Value of Call-Off made) in currency words and figures]</i> This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.</p> <p>B. <u>Remuneration</u> The Client shall pay the Consultant for Services rendered at the rate(s) per man-month spent (or per day spent or per hour spent, subject to a maximum of. eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."</p> <p>C. <u>Schedule of Payments</u> The following payment schedule will be used:- <i>[insert payment schedule as in the ToR]</i></p> <p>D. <u>Payment Conditions</u> Payment shall be made in <i>[insert currency]</i> no later than 30 days following submission by the Consultant of invoices in duplicate to the Employer's Authorized Representative designated in Clause 5.</p>
4.	Taxes	The Consultant, sub-Contractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

<p>5.</p>	<p>Project Administration</p>	<p>A. <u>Authorized Representative</u> Any action required or permitted to be taken, and any documents required or permitted to be executed under the Call-Off Contracts by the Employer or the Consultant may be taken or executed by their Authorized Representatives namely, [insert full name] on behalf of the Employer; and [insert full name] on behalf of the Consultant</p> <p>B. <u>Timesheets</u> During the course of their work under the Call-Off Contract, the Consultant's employees providing services under the Call-Off Contract may be required to complete time sheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.</p> <p>C. <u>Records and Accounts</u> The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under the Call-Off Contract during its term and any extension, and for a period of three months thereafter.</p> <p>D. <u>Reports</u> The reports listed in the agreed ToR, shall be submitted in the course of the assignment, and will constitute the basis of the payments to be made under the Framework Agreement.</p>
<p>6.</p>	<p>Performance Standards</p>	<p>The Consultant undertakes to perform the Services under the Framework Agreement with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under the Call-Off Contract that the Client considers unsatisfactory.</p>
<p>7.</p>	<p>Confidentiality</p>	<p>The Consultant shall not, during the term of the</p>

		Framework Agreement and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Framework Agreement or the Client's business or operations without the prior written consent of the Client.
8.	Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Framework Agreement shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
9.	Consultant not to be engaged in certain Activities	The Consultant agrees that, during the term of the Framework Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
10.	Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
11.	Assignment	The Consultant shall not assign the Framework Agreement and/or Call-Off Contract or sub-contract any portion of it without the Client's prior written consent.
12.	Notices	All notices, requests or communications between the parties under the Framework Agreement shall be in English language by a letter signed by an authorized representative of the sending party and delivered by mail or by electronic forms that provide a record of the content of communication to the following address: [insert address of the Employer] [insert address of the Consultant]
13.	Amendments	Any of the terms and conditions of the Call-Off Contract may be amended or modified by mutual agreement of both parties. Any such modification or amendments shall be in writing and signed by both parties.
14.	Force Majeure	If either party is unable by reason of Force Majeure to perform its obligations under the Framework Agreement, such party shall give notice to other party of

		<p>the event;</p> <p>Force Majeure denotes any event, the happening or pernicious effect of which could not be reasonably prevented. Either party shall not be responsible or liable for any delay or failure in the fulfilment of its obligations under the Call-Off Contract, directly or indirectly due to any cause or circumstances beyond its control including but not limited to , any regulations, orders or instructions issued by municipal authorities or any department or agency thereof , acts of God, fires, typhoons, or embargoes, war, hostilities, invasion, acts of public terrorism , epidemics, and quarantine and difficulty in receiving supplies of products or any act mitigating against the production of or supply of the products.</p> <p>Neither party shall be held liable for any damage or loss whether monetary or otherwise as a result Force Majeure.</p>
15.	Obligations of the Employer	<p>The Employer shall use its best efforts to provide the Consultant such assistance, facilities and exemptions as may be required for the successful completion of the assignment.</p> <p><i>[provide list as necessary]</i></p>
16.	Law Governing Framework Agreement and Language	<p>The Framework Agreement shall be governed by the laws of the Republic of Ghana, and the language of the Framework Agreement shall be English.</p>
17.	Termination by the Employer	<p>The Framework Agreement and/or Call-Off Contract will continue until all services and deliverables, if any, have been provided and accepted in accordance with Section II: Description of Services unless it is terminated earlier in accordance with the terms as set out below.</p>
		<p>a. if the Consultants do not remedy a failure in the performance of their obligations under the Call-Off Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic form that provides record of the content of communication</p>

		b.	if the Consultant become insolvent or bankrupt;
		c.	if, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than <i>[insert number]</i> days; or
		d.	if the Consultant(s), in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Call-Off Contract.
18.	Termination by the Consultant	The Consultant may terminate the Call-Off Contract, by not less than <i>[insert number]</i> days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:	
		a.	if the Employer fails to pay any monies due to the Consultant pursuant to the Call-Off Contract and not subject to dispute pursuant to Clause 12 within <i>[insert number]</i> days after receiving written notice from the Consultant that such payment is overdue; or
		b.	if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than <i>[insert number]</i> days.
19.	Payment upon Termination	Upon termination of the Call-Off Contract pursuant to Clause 14 or 16.2, the Employer shall make the following payments to the Consultant:	
		a.	remuneration for Services satisfactorily performed prior to the effective date of termination;
		b.	except in the case of termination pursuant to paragraphs (a), (b) and (d) of Clause 17 , reimbursement of any reasonable cost incident to the prompt and orderly termination of the Call-Off Contract, including the cost of the

		return travel of the Personnel.
20.	Protection of the Environment	The Consultant shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
21.	Health and Safety	The Consultant shall at all times take all reasonable precautions to maintain the health and safety of his personnel in accordance with Ghana Labour Law.
22.	Amicable Settlement	The Parties shall seek to resolve any dispute amicably by mutual consultation.
23.	Dispute Resolution	Any dispute arising out of the Framework Agreement, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the laws of the Republic of Ghana.
24.	Responses by the Employer	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.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER:**

IN THE PRESENCE OF

.....
Signature

(Name).....
[Authorized Representative]

.....
Signature

(Name).....
(Occupation).....
(Address).....

**SIGNED FOR AND ON BEHALF
OF THE SERVICE PROVIDER:**

IN THE PRESENCE OF

.....

Signature

(Name).....

[Authorized Representative]

.....

Signature

(Name).....

(Occupation).....

(Address).....

Section II: List of Annexes

Annex A: Terms of Reference

Annex B: Consultant's Reporting Obligations

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

Annex A: Terms of Reference

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

Annex B: Consultant's Reporting Obligations

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

Annex C: Cost Estimate of Services and List of Personnel

1. Breakdown of Contract Price

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

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

Remuneration of Staff

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

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

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

2. Personnel

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

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