

CONTRACT FOR CONSULTANCY SERVICES

Between



**ECOWAS Regional Centre for Renewable Energy and Energy Efficiency
(ECREEE)**

And

XXXX

for the Provision of Services for

XXX

relating to the following assignment:

2014 Work Plan ID:

Article I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made between the *ECOWAS Regional Centre for Renewable Energy and Energy Efficiency* (hereinafter called the "CLIENT") and, on the other hand, (hereinafter called the "CONSULTANT").

Whereas

(a) the Client has requested the Consultant to provide certain consulting services as defined in the Terms of Reference in Appendix A of this Contract (hereinafter called the "Services");

(b) the Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract;

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 Contract:

- (a) The General Conditions of Contract (see Article II);
- (b) The following Appendices:

Appendix A: Terms of Reference for the Consultancy Services

Appendix B: Technical Offer

Appendix C: Financial Offer

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

ECOWAS Regional Centre for Renewable Energy and Energy Efficiency – ECREEE

By

Mr. Mahama Kappiah,
Executive Director

FOR AND ON BEHALF OF

By



Article II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in Cape Verde.
- b) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Article 1 of such signed Contract;
- c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) “CC” means these Conditions of Contract;
- e) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities; “Members” means any of these entities, and “Member in charge” means the entity specified to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract;
- e) “Party” means the Client or Consultant, as the case may be, and “Parties” means both of them

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the following addresses:

For the Client:

ECOWAS Regional Centre for Renewable Energy and Energy Efficiency – ECREEE
Address: Electra Building, 2nd floor, Achada Santo Antonio
Praia, Cape Verde
Attention: Mahama Kappiah, Executive Director
Tel: (+238) 2604630

For the Consultant:

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as the Client may approve.

1.6 Authorized

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the following officials:

For the Client: Mahama Kappiah

For the Consultant:

1.7 Taxes and Duties

The Consultant, Sub consultants, 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. The contract price includes all taxes, duties, works contract tax, sales tax, service tax, VAT etc.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

The Contract shall come into effect as soon as the following conditions have been met:

- Signature of the present contract
- Receipt of the advance payment guarantee by the Client (if applies)

2.2 Commencement of Services

The Consultants shall begin undertaking all necessary measures and actions to provide the services on time and in the quality agreed upon signature of the present contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate after delivery of all services requested and agreed in the attached terms of reference, not before 14th November 2012.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent has been obtained.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this 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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract immediately by written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.6.1 and five (5) days' in the case of the event referred to in (d):

- (a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services in the estimated period; or
- (d) if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract, by not less than ten (10) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any moneys due to the Consultant pursuant to Clause 6 of this Contract and not subject to dispute pursuant to Clause 7, after receiving written notice from the Consultant that such payment is overdue; or
- (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 ten (10) days.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and their affiliates, as well as any Subconsultant and any of its affiliates, 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.

3.3 Confidentiality

The Consultant, their Sub consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken Out by the Consultants

The Consultant (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage of:

- (i) Third Party motor vehicle
- (ii) Third Party liability
- (iii) Employer's liability and workers' compensation
- (iv) Professional liability
- (v) Loss or damage to equipment and property

and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing 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 B and C

3.6 Reporting Obligations

The Consultant shall submit to the Client a final report, after completion of the services.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix A. The Key Personnel and Subconsultants listed by title as well as by name, are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.2 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall facilitate the speedy granting to the Consultant and any of the Consultant's personnel and their dependants in respect of services to be carried out in Liberia the following:

- (i) visas, licenses, permits and customs clearance for entry and exit
- (ii) unobstructed access to all site and locations involved in carrying out the Study

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Subconsultants' costs, printing,

communications, travel, accommodation, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. The Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The total amount of this contract is ... as described in the final offer (see Appendix C) of the consultant from XXX.

6.3 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated below.

Payments shall be made according to the following schedule below and on the basis of submitted invoices of the contractor:

- Payment schedules according to Appendix A (Terms of Reference)

The invoices should contain the following details:

Name of the Client: ECOWAS Centre for Renewable Energy and Energy Efficiency (ECEEEE)

Subject: Support XXX

The bank details of the contractor to make the payments are:

BANK NAME:

Bank Address:

Name of the holder:

SWIFT CODE:

IBAN:

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the following provisions: Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. In cases of controversy on the scope of services, the attached TOR in Appendix A will be the only basis for discussion.



Annexe A: Terms of Reference



Annexe B: Technical Proposal



Annexe C: Financial Proposal

