

**ANNEX 3 TO THE MINISTERIAL ORDER N°OF.....ESTABLISHING
REGULATIONS ON PUBLIC PROCUREMENT, STANDARD BIDDING DOCUMENTS
AND CONTRACTS**

***STANDARD REQUEST FOR PROPOSALS AND CONTRACT FOR TENDERS OF
COMPLEX CONSULTANCY SERVICES***

THE REPUBLIC OF RWANDA



**[Indicate the official name of the Procuring
Entity]**

**STANDARD REQUEST FOR PROPOSALS
SELECTION OF CONSULTANTS FOR COMPLEX
ASSIGNMENTS**

Title of the Tender:

Tender Reference Number:

Procurement Method:

Date of Issue: February, 2014

PREFACE

1. This Standard Request For Proposal (SRFP) has been prepared by the Rwanda Public Procurement Authority (RPPA) for use by Procuring Entities (PEs) for the procurement of services. The procedures and practices presented in this SBD have been developed to reflect the requirements of the Law N° 12/2007 of 27/03/2007 on Public Procurement as modified and completed by the Law N°05/2013 of 13/02/2013, the Implementing Regulations No. and the best international procurement practices.
2. This SBD for the Selection of consultants is suitable for use under both International and Domestic open tender. It is also suitable for the Restricted (International or Domestic) procurement methods.
3. Before using this SBD, the user should be familiar with the Public Procurement Procedures Law and Implementing Regulations and should read the User's manual which has been prepared to provide guidance to public officials in the conduct of the procurement process.

The Rwanda Public Procurement Authority welcomes any feedback or comments from the users of this SBD which will assist in improving this document.

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TABLE OF CONTENTS

PREFACE	2
TABLE OF CONTENTS	3
SECTION I. LETTER OF INVITATION (LOI)	5
SECTION II. INSTRUCTIONS TO CONSULTANTS	7
Definitions.....	7
1. Introduction	8
2. Clarification and Amendment of RFP Documents	10
3. Preparation of Proposal	11
4. Submission, Receipt, and Opening of Proposals	14
5. Proposals Evaluation.....	14
6. Negotiations	16
7. Award of Contract.....	16
8. Confidentiality	16
SECTION III. INSTRUCTIONS TO CONSULTANTS, DATA SHEET	17
SECTION IV. TECHNICAL PROPOSAL - STANDARD FORMS	22
SECTION V. FINANCIAL PROPOSAL - STANDARD FORMS	32
SECTION VI. TERMS OF REFERENCE	40
SECTION VII. STANDARD FORMS OF CONTRACT	41
ANNEX I	42
CONSULTANTS' SERVICES, COMPLEX TIME-BASED ASSIGNMENTS	42
I. FORM OF CONTRACT	ERROR! BOOKMARK NOT DEFINED.
II. GENERAL CONDITIONS OF CONTRACT	47
1. General Provisions	47
2. Commencement, Completion, Modification and Termination of Contract	50
3. Obligations of the Consultants	54
4. Consultants' Personnel and Subconsultants.....	57
5. Obligations of the Procuring Entity	59
6. Payments to the Consultants	61
7. Fairness and Good Faith	63
8. Settlement of Disputes	63
III. SPECIAL CONDITIONS OF CONTRACT	64
MODEL FORM I	79
MODEL FORM II	81
IV. APPENDICES	83
APPENDIX A—DESCRIPTION OF THE SERVICES.....	83
APPENDIX B—REPORTING REQUIREMENTS	83
APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS	83
APPENDIX D—MEDICAL CERTIFICATE	84
APPENDIX E—HOURS OF WORK FOR KEY PERSONNEL	84
APPENDIX F—DUTIES OF THE PROCURING ENTITY.....	84
APPENDIX G—COST ESTIMATES IN FOREIGN CURRENCY.....	85
APPENDIX H—COST ESTIMATES IN LOCAL CURRENCY	85
APPENDIX I—FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS	86

ANNEX II	87
CONSULTANTS' SERVICES , LUMP-SUM REMUNERATION.....	87
II. FORM OF CONTRACT	88
II. GENERAL CONDITIONS OF CONTRACT	92
1. General Provisions	92
2. Commencement, Completion, Modification, and Termination of Contract	93
3. Obligations of the Consultants	96
4. Consultants' Personnel.....	98
5. Obligations of the Procuring Entity	99
6. Payments to the Consultants	99
7. Settlement of Disputes	100
III. SPECIAL CONDITIONS OF CONTRACT	101
IV. APPENDICES	106
APPENDIX A—DESCRIPTION OF THE SERVICES.....	106
APPENDIX B—REPORTING REQUIREMENTS	106
APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS	106
APPENDIX D—BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY	107
APPENDIX E—BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY	107
APPENDIX F—SERVICES AND FACILITIES PROVIDED BY THE PROCURING ENTITY.....	107

Section I. Letter of Invitation (LOI)

Location: _____

Date: _____

Dear [*insert: Name of Consultant*_____],

1. The [*insert: Name of the Procuring Entity*_____] within the framework of the [*insert name of the assignment*_____] has decided to recourse to consultancy services funded by [*Insert the source of the funds*_____].
2. The [*insert: Name of the Procuring Entity*_____] hereby invites the hereinafter short listed consultants to provide the following consulting services: [*insert: short description of objectives and scope of the assignment*_____]. More details on the services are provided in the attached Terms of Reference.
3. The present Request For Proposals has been addressed to the following short listed consultants:

[Insert: List of Shortlisted Consultants]

Name, address, legal status of every short listed consultant

4. Among the short listed Consultants a Consultant will be selected under and in compliance with the following selection method [*insert: the chosen Selection Method*_____]¹ and procedures described hereinafter in the present Request For Proposals.
5. The present Request For Proposals includes the following documents:

Section I - Letter of Invitation

Section II - Instructions to Consultants

Section III- Instructions to Consultants, Data Sheet

Section IV - Technical Proposal - Standard Forms

Section V - Financial Proposal - Standard Forms

Section VI - Terms of Reference

Section VII - Standard Forms of Contract.

¹ Indicate the appropriate method to be used: Quality- and Cost-Based Selection (QCBS) ; Quality-Based Selection (QBS) ; Fixed-Budget Selection ; Least-Cost Selection ; Selection Based on Qualifications ; or Single-Source Selection.

6. Please inform us in writing at the following address *[Insert the full address]*, upon receipt:

- (a) that you received the present letter of invitation; and
- (b) whether you will submit a proposal alone or in association *[If association is allowed in the Data sheet]*.

Yours sincerely,

[Insert: Signature and stamp, name, and title of the Procuring Entity's representative_____]

Section II. Instructions to Consultants²

DEFINITIONS

- (a) “Client/Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the agreement between the Procuring Entity and the successful bidder.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of the Republic of Rwanda.
- (g) “Instructions to Consultants” (Section II of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section I of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the Standard Request for Proposals.
- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section V which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

² These Instructions to Consultants section shall not be modified. Any necessary changes, to address specific project/assignment issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

1. Introduction

- 1.1 The Procuring Entity named in the Data Sheet will select a Consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a financial proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Procuring Entity satisfaction before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Procuring Entity before submitting a proposal and to attend a pre-proposal conference **if one is specified in the Data Sheet**. Attending the pre-proposal conference is optional. The consultants' representative should contact the **officials named in the Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Procuring Entity will provide the inputs specified in the Data Sheet, assist if need be the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant assignment data and reports.
- 1.6 Please note that (i) the costs incurred by the Consultant for preparing the proposal and for negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the assignment; and that (ii) the Procuring Entity is not under any circumstances bound to accept any of the proposals submitted.
- 1.7 The Consultant is required to provide professional, objective, and impartial advice and at all times hold the Procuring Entity interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to the Procuring Entity, or that may place them in a position of not being able to carry out the assignment in the best interest of the Procuring Entity.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A Consultant which has been engaged by the Procuring Entity to provide goods or works for a project/assignment, and any of their affiliates, shall be disqualified from providing consulting services for the same project/assignment. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project/assignment, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related

to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Procuring Entity whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 Any previous or ongoing participation in relation to the assignment by the Consultant, its professional staff, or its affiliates or associates under a contract with the Procuring Entity may result in rejection of the proposal. **Consultants should clarify their situation in that respect with the Procuring Entity before preparing the proposal.**

1.8 The Rwanda public procurement regulations require that all procuring entities, as well as Consultants participating public procurement adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Rwanda public procurement regulations:

- (a) define, for the purposes of this provision, the terms set forth below as follows:

- (i) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity
- (ii) **“fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation
- (iii) **“collusive practices”** means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant
- (iv) **“coercive practices”** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance
- (v) **“Obstructive practices”** means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.

- (b) require rejection of a proposal for award if it is determined that the Consultant recommended for

-
- (c) award has engaged in corrupt or fraudulent activities in competing for the contract in question; require if necessary termination of the contract if it is at any time determined that corrupt or fraudulent practices were engaged in directly or indirectly by (i) any representatives of the Procuring Entity or any other person having influence or power over the Procuring Entity and/or (ii) any representatives of the Consultant during the selection process or the execution of that contract ;
 - (d) require ineligibility of a consultant, either indefinitely or for a stated period of time, to be awarded a contract with the Procuring Entity if it is at any time determined that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract,
 - (e) gives the right to require that, in contracts executed in Rwanda and funded by any funding Institution, a provision be included requiring consultants to permit the client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the client.
- 1.9 Consultants shall furnish information as described in the Financial Proposal submission form (Section IVA) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the Consultant is awarded the contract.

Single Proposal

- 1.10 Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

- 1.11 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall certify that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 1.12 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification related to any of the present Request For Proposals documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper, mail, cable, telex, facsimile, or electronic mail to the Procuring Entity address indicated in the Data Sheet. The Procuring Entity will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all

invited consultants who intend to submit proposals.

- 2.2 At any time before the submission of proposals, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant, amend the Request For Proposals. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Procuring Entity may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

- 3.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this Request For Proposals in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or consultants or entities in a joint venture or sub consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with the prior approval of the Procuring Entity as indicated in the Data Sheet. Consultants must obtain the prior approval of the Procuring Entity to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Republic of Rwanda.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant personnel have a working knowledge of at least one of the Procuring Entity national languages.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section IV):

- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 4B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and consultant's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Entity (Section 4C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 4D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 4E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 4F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 *The Technical Proposal shall not include any financial information*

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the Request For Proposals documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the

Procuring Entity under the Contract. The Procuring Entity will state in the Data Sheet if the Consultant is subject to payment of any local taxes. The consultant shall clearly indicate all tax inclusive and tax exclusive prices.

- 3.8 Consultants may express the price of their services in the official currency of the Republic of Rwanda and/or in any freely convertible currency. The consultants may not use more than three foreign currencies. The Procuring Entity may require consultants to state the portion of their price representing local costs in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 5A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete negotiations within this period. If the Procuring Entity wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the Consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the consultant initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING/ EVALUATION COMMITTEE.**"
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. **Any proposal received after the closing time for submission of proposals shall be returned unopened.**
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a respectable public auditor or independent authority until all submitted proposals are opened publicly.

5. Proposals Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Procuring Entity on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Procuring Entity in the Procuring Entity proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any International Development funding agency reviews and issuance of a "no objection" letter, is concluded. In respect of the law on public procurement, the Procuring Entity shall notify all bidders, successful and unsuccessful, of the provisional outcome of the technical evaluation before financial proposals opening.

Evaluation of Technical Proposals

- 5.3 The evaluation committee, appointed by the Procuring Entity as a whole, and each of its members

individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a **technical score (St)**. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or consultant selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)

- 5.5 After the evaluation of technical quality is completed, the Procuring Entity shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be done by hand with acknowledgement of receipt or sent by registered letter, cable, telex or facsimile.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have quoted for all items of the corresponding Technical Proposals; if not, the Procuring Entity will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet.
- 5.8 **In case of QCBS**, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 5.9 **In the case of Fixed-Budget Selection**, the Procuring Entity will select the Consultant that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected. **In the case of the Least-Cost Selection**, the Procuring Entity will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. In both cases the selected Consultant is invited for negotiations.

6 Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the Consultant’s tax liability in the Procuring Entity country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons specified by written, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the consultant will provide consultants with the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Procuring Entity will require assurances that the experts will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed contract. If negotiations fail, the Procuring Entity will invite the Consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Procuring Entity will promptly notify other consultants who have responded to the Request for Proposals that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).
- 7.2 The winning Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be

disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

Section III. Instructions to Consultants, Data Sheet

Clause Reference

- 1.1 The name of the Procuring Entity is: *[insert complete name]*

 The method of selection is: _____

 The Source of Funds is : _____
- 1.2 Technical and Financial Proposals are requested: Yes ___ No ___
 A Technical Proposal only is requested: Yes ___ No ___
 The name, objectives, and brief description of the assignment are: _____

- 1.3 The assignment is phased: Yes _____ No _____ *[If yes, indicate the phasing]* _____

- 1.4 A pre-proposal conference will be held: Yes ___ No ___ *[If yes, indicate date, time, and venue]* _____

 The name(s), address(es), and telephone numbers of the Procuring Entity official(s) are: _____
- 1.5 The Procuring Entity will provide the following inputs: _____

- 1.7.2 The Procuring Entity envisages the need for continuity for downstream work: Yes ___
No ___ [*If yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation*]
- 2.1 Clarifications may be requested _____ [*Insert number of days _____*] days before the submission date.
- The address for requesting clarifications is: _____
- Telex: _____ Facsimile: _____
- E-mail : _____
- 3.1 Proposals should be submitted in ENGLISH or FRENCH
- 3.3 (i) Shortlisted Consultant may associate with other shortlisted Consultant or Consultants:
Yes ___ No ___
If yes with how many shortlisted consultants : _____
- (ii) The estimated number of professional staff-months required for the assignment is:

- or:
- In the case of Fixed-Budget Selection, the Financial Proposal shall not exceed the available budget of: _____.
- (iv) The minimum required experience of proposed professional staff is:
[*Insert title, number of years of professional experience, specific expertise*]

- (vi) Reports that are part of the assignment must be written in ENGLISH and/or FRENCH
- 3.4 (vii) Training is a specific component of this assignment: Yes ___ No ___
[*If yes, provide appropriate information _____*]
- (viii) Additional information in the Technical Proposal includes: _____

- 3.7 Taxes: [*Specify Consultant's liability: nature, sources of information*]: _____

- 3.8 Consultants to state local cost in the national currency: Yes_____ No_____
- 3.10 Proposals must remain valid _____ days [*Not exceeding 120 days*] after the submission date, i.e., until:[*Specify the date*_____]
- 4.3 Consultants must submit an original and _____ [*Insert number*] additional copies of each proposal:

- 4.4 The proposal submission address is: _____
Information on the outer envelope should also include the following mentions: _____
- 4.5 Proposals must be submitted no later than the following date and local time:

- 5.1 The address to send information to the Procuring Entity is: _____

- 5.3 The number of points to be given under each of the evaluation criteria are:

	<u>Points</u>
(i) Specific experience of the consultants related to the assignment [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>]	[0 - 10]
(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>]	[20 - 50]
(iii) Qualifications and competence of the key staff for the Assignment [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>]	[30 - 60]
(iv) Suitability of the transfer of knowledge program (training) [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>]	[0 - 10]

- (v) **Local participation (as reflected by nationals among key staff presented by foreign and local consultants; maximum not to exceed 10 points)** [0 - 10]
 [Insert subcriteria]
 [Insert subcriteria]
 [Insert subcriteria]

Total Points: 100

The number of points to be given under each evaluation subcriteria for qualifications of staff are:

- | | <u>Points</u> |
|--|---------------|
| (i) General qualifications | [20 - 30] |
| (ii) Adequacy for the assignment | [50 - 60] |
| (iii) Experience in region & language | [10 - 20] |

Total Points: 100

The minimum technical score required to pass [Insert number of points]:_____

5.7 The single currency for price conversions is:_____

The source of official selling rates is:_____

The date of exchange rates is:_____

The formula for determining the financial scores is the following:

[Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]

5.8 The weights given to the technical and Financial Proposals are:

T=_____ [Normally between 0.7 and 0.9], and

P=_____ [Normally between 0.1 and 0.3]

6.1 The address for negotiations is:_____

7.2 The assignment is expected to commence on [Insert date] at [Insert location]:_

Appendix:³ Financial Negotiations; Breakdown of Staff Rates

³ Delete Appendix in the case of Quality- and Cost-Based Selection (QCBS), Fixed-Budget Selection, or Least-Cost Selection.

BIDDING FORMS

Section IV. Technical Proposal - Standard Forms

- 4A. Technical Proposal submission form
- 4B. Consultant's references
- 4C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Procuring Entity
- 4D. Description of the methodology and work plan for performing the assignment
- 4E. Team composition and task assignments
- 4F. Format of curriculum vitae (CV) for proposed professional staff
- 4G. Time schedule for professional personnel
- 4H. Activity (work) schedule

4A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial⁴ Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature and stamp:
Name and Title of Signatory:
Name and legal status of the Consultant:
Address:

⁴ In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete: “and a Financial Proposal sealed under a separate envelope.”

4B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of the Procuring Entity:		N ^o of Staff:
Address:		N ^o of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current RWF, US\$, EURO, ect.):
Name of Associated Consultants, If Any:		N ^o of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name and legal status: _____

**4C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE
PROCURING ENTITY**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

**4D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING
THE ASSIGNMENT**

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Procuring Entity references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the consultant] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

4H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section V. Financial Proposal - Standard Forms

- 5A. Financial Proposal submission form
- 5B. Summary of costs
- 5C. Breakdown of price per activity
- 5D. Breakdown of remuneration per activity
- 5E. Reimbursables per activity
- 5F. Miscellaneous expenses

5A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive/exclusive [choose one option according to the source of funds] of the local taxes, which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature and stamp:
Name and Title of Signatory:
Name and legal status of Consultant:
Address:

5B. SUMMARY OF COSTS

Costs	Currency(ies)⁵	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

⁵ Maximum of three currencies plus the local currency.

5C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

5D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ⁶	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

⁶ _____
Staff months, days, or hours as appropriate

5E. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁷				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

⁷ Local transportation costs are not included if local transportation is being made available by the Procuring Entity. Similarly, in the project/assignment site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Procuring Entity.

5F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount	
1.	Communication costs between _____ and _____ (telephone, telegram, telex)					
2.	Drafting, reproduction of reports					
3.	Equipment: vehicles, computers, etc.					
4.	Software					
	Grand Total				_____	

Section VI. Terms of Reference

Terms of Reference normally contain the following sections:

- (a) Background,*
- (b) Objectives,*
- (c) Outputs or expected results,*
- (d) Scope of the Services,*
- (e) Training (when appropriate),*
- (f) Reports and Time Schedule, and*
- (g) Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity*

Section VII. Standard Forms of Contract

ANNEX I

STANDARD FORM OF CONTRACT FOR

Consultants' Services, Complex Time- Based Assignments



REPUBLIC OF RWANDA

Consultancy Contract for.....

By and between

The Government of Rwanda

Name of the procuring entity:

And

.....

Contract number:

Contract amount and currency:

Contract duration:

Contract administrator/Manager:

Date of contract:

This CONTRACT hereinafter referred to as the “**Contract**” is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms....., the of the Ministry of/name of the Public Institution (Hereinafter referred to as “**the Procuring Entity**” and Ltd/Cie, a incorporated in (Country) under the Registry number Represented by Mr/Mrs/Ms, ID/PC N°.....issued at....., the of the company Hereinafter referred to as the “**Consultants**”

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Consultants’ obligations under this Contract, namely, [name legal status of consultants] and [name and legal status of consultants] (hereinafter called the “Consultants”).*]¹

WHEREAS

- (a) the Procuring Entity has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Entity has received funds from the [*Insert the name of the funding Institution*], hereinafter called the (“Funding Institution”) towards the cost of the Services and intends to apply a portion of the proceeds of these funds to payments under this Contract;

Or (c) the Procuring Entity has received Government funds and intends _____

Or (c) the Procuring Entity has decided to allocate a portion of its own budget to finance _____

NOW THEREFORE the parties hereto hereby agree as follows:

1. Object of this contract is to provide the client with the consultant services for the, as detailed in the terms of reference, special conditions and documents attached to this contract and constituting integral part of it.
2. The following documents attached hereto shall be deemed to form an integral part of this Contract:

¹ Text in brackets is optional; all notes should be deleted in final text.

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services	___ Not used
Appendix B: Reporting Requirements	___ Not used
Appendix C: Key Personnel and Subconsultants	___ Not used
Appendix D: Medical Certificate	___ Not used
Appendix E: Hours of Work for Key Personnel	___ Not used
Appendix F: Duties of the Procuring Entity	___ Not used
Appendix G: Cost Estimates in Foreign Currency	___ Not used
Appendix H: Cost Estimates in Local Currency	___ Not used
Appendix I: Form of Guarantee for Advance Payments	___ Not used

3. The mutual rights and obligations of the Procuring Entity and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Entity shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of [*name of the Procuring Entity*]

[*Authorized Representative*]

For and on behalf of [*name and legal status of consultants*]

[*Authorized Representative*]

[*Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Consultants

[*name and legal status of member*]

[*Authorized Representative*]

[name and legal status of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

1.1.1 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 binding force of law in the Republic of Rwanda, as they may be issued and in force from time to time. Law on public procurement means the Law N°12/2007 of 27/03/2007 as modified and completed to date.
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity the action of a public official in the procurement process or in contract execution;
- (d) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation or omission of facts in order to influence a procurement process or the execution of a contract;
- (e) “collusive practice” means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;
- (f) “coercive practice” means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (g) “Obstructive practices” means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.

- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (i) “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent). Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations in this contract. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
- (j) “Foreign Currency” means any currency other than the currency of the Republic of Rwanda;
- (k) “GC” means these General Conditions of Contract;
- (l) “Government” means the Government of the Republic of Rwanda;
- (m) “Local Currency” or “National Currency” means the currency of the Republic of Rwanda;
- (n) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- (o) “Party” means the Procuring Entity or the Consultants, as the case may be, and “Parties” means both of them;
- (p) “Personnel” means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Republic of Rwanda; “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Republic of Rwanda; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(1);
- (r) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (s) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- (t) “Sub-consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7;
- (u) “Third Party” means any person or entity other than the Government, the Procuring Entity, the

Consultants or a Subconsultant.

1.2 Relation between the Parties

1.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Procuring Entity and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

1.3.1 This Contract, its meaning, interpretation, performance and the relation between the Parties shall be governed by the Laws of Rwanda.

1.4 Language

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

1.5 Headings

1.5.1 The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

1.7.1 The Services 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 Republic of Rwanda or elsewhere, as the Procuring Entity may approve.

1.8 Authority of Member in Charge

1.8.1 In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising the entire Consultants' rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

1.9 Authorized Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

1.10.1 Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

2.1.1 Unless there is another effectiveness condition **specified in SCC**, this Contract shall come into force and effect on the date of its signature by both parties (the "Effective Date").

2.2 Commencement of Services

2.2.1 The Consultants shall begin carrying out the Services at the procuring entity's notice to the Consultants instructing them to begin carrying out the Services.

2.3 Termination of Contract for Failure to commence

If this Contract has not commenced within such time period after the date of the Contract signature by the Parties, either Party may, by not less than sixty (60) days written notice to the other Party, declare this 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.

2.4 Expiration of Contract

2.4.1 Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

2.5.1 This Contract 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.

2.6 Modification

2.6.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the funding agency, as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 No Breach of Contract

2.7.1.1 The failure of a Party to fulfil any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.2 Measures to be Taken

2.7.2.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

2.7.2.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

2.7.2.3 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.3 Extension of Time

2.7.3.1 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.

2.7.4 Payments

2.7.4.1 During the period of their inability to perform the Services as a result of an event of Force

Majeure, the Consultants may be entitled to be reimbursed for costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.5 Consultation

2.7.5.1 Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

2.8.1 The Procuring Entity may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this 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 Consultants to remedy such failure within a period of fifteen (15) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Procuring Entity

2.9.1.1 The Procuring Entity may, by not less than thirty (30) days write a notice of termination to the Consultants (except in the event listed in paragraph (f) below), for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Procuring Entity a statement which has a material effect on the rights, obligations or interests of the Procuring Entity and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the

Services parties agree to terminate. However, in any case the contract shall be automatically terminated if the Force Majeure persists for a period six (6) months; or

- (f) if the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Procuring Entity, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract.

2.9.2 By the Consultants

2.9.2.1 The Consultants may, by not less than thirty (30) days write a notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Procuring Entity fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services parties agree to terminate. However, in any case the contract shall be automatically terminated if the Force Majeure persists for a period six (6) months; or
- (d) if the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations

2.9.3.1 Upon termination of this Contract pursuant to Clauses GC 2.3 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, 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 GC 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

2.9.4.1 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Procuring Entity, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

2.9.5.1 Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Procuring Entity shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, 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.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance

3.1.1.1 The Consultants shall perform the Services and carry out their obligations hereunder 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 and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

3.1.2.1 The Consultants shall perform the Services in accordance with the laws of Rwanda and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

3.2 Conflict of Interests

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

3.2.1.1 The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants 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 hereunder, and the Consultants shall use their best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 If the Consultants, as part of the Services, have the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding Institution, as the case may be, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

3.2.3 Consultants and Affiliates Not to Engage in Certain Activities

3.2.3.1 The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project/assignment resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

3.2.4.1 The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Rwanda or any other country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

3.3.1 The Consultants, 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, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Entity business or operations without the prior written consent of the Procuring Entity.

3.4 Liability of the Consultants

3.4.1 Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

3.5.1 The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SC, and (ii) at the Procuring Entity request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.6 Accounting, Inspection and Auditing

3.6.1 The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SC), and (ii) shall permit the Procuring Entity or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity and (iii) shall permit the International Development Institution financing the assignment to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them if so required audited by auditors approved by such Development Institution.

3.7 Consultants' Actions Requiring the Public Procuring Entity Prior Approval

3.7.1 The Consultants shall obtain the Procuring Entity prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.8 Reporting Obligations

3.8.1 The Consultants shall submit to the Procuring Entity the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultants to be the Property of the Procuring Entity

3.9.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Procuring Entity

3.10.1 Equipment and materials made available to the Consultants by the Procuring Entity, or purchased by the Consultants with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Procuring Entity in writing, shall insure them at a reasonable price at the expense of the Procuring Entity in an amount equal to their full replacement value.

4 Consultants' Personnel and Sub-consultants

4.1 General

4.1.1 The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

4.2.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Procuring Entity, his/her name is listed as well.

4.2.2 If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Procuring Entity, provided (i) that such adjustments shall not alter the originally estimated period of engagement of 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 this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such

adjustments shall only be made with the Procuring Entity written approval.

4.2.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Procuring Entity and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 Approval of Personnel

4.3.1 The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Procuring Entity for review and approval a copy of their biographical data and (in the case of Key Personnel to be used within the Republic of Rwanda) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Procuring Entity.

4.4 Working Hours, Overtime, Leave, etc.

4.4.1 Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Republic of Rwanda 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 Rwanda as is specified in Appendix E hereto.

4.4.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

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

4.5.2 If the Procuring Entity (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Procuring Entity written request specifying the grounds therefor, forthwith provide as a replacement a person

with qualifications and experience acceptable to the Procuring Entity.

4.5.3 The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Assignment Manager

4.6.1 If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Republic of Rwanda a resident assignment manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

5.1.1 Unless otherwise specified in the SC, the Procuring Entity shall use its best efforts to ensure that the Government and any relevant national authorities shall:

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Rwanda;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government and any other national authorities all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) facilitate the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services to comply with any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Republic of Rwanda reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and

- (g) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

5.2.1 The Procuring Entity warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Republic of Rwanda in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to such land or any property thereon resulting from such access and use of the land for the purposes of the execution of the obligations set in this contract and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default, inappropriate and non-agreed use of the land, or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Change in the Applicable Law

5.3.1 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 incurred by the Consultants in performing the Services, then the remuneration otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Procuring Entity

5.4.1 The Procuring Entity shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

5.5.1 In consideration of the Services performed by the Consultants under this Contract, the Procuring Entity shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

5.6.1 If so provided in Appendix F hereto, the Procuring Entity shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Procuring Entity, with the Consultants' advice, as shall be specified in such Appendix F. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by

such member, the Consultants may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request. In any case, the counterpart personnel shall not perform any duty or activity assigned to the consultants under this contract.

5.6.2 If counterpart personnel are not provided by the Procuring Entity to the Consultants as and when specified in Appendix F, the Procuring Entity and the Consultants 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 Procuring Entity to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

6 Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC. The Consultants shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Procuring Entity shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) The procuring entity shall pay to the consultant reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

6.3 Currency of Payment

- (a) Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payments shall be made in the currency of the Republic of Rwanda.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

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

- (a) The Consultant shall be paid upon presentation to and approval by the Client of an invoice according to the payment periodicity specified in the terms of reference. Each invoice shall be presented in duplicate and accompanied by the report, itemized statements, copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable as required in the terms of reference and approved by the Client. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such documents.
- (b) The Procuring Entity shall cause the payment of the Consultants' monthly statements not later than forty five (45) days after the receipt by the Procuring Entity of such statements with supporting documents. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due
- (c) In the event of a disputed invoice, the Client shall notify the Consultant in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Client shall pay the remaining portions, if any, of such invoice.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such sixty (60) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Procuring Entity has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Procuring Entity within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

(e) If the type of the contract so requires and if provided for in the request for proposals, the Procuring Entity shall cause to pay to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment shall be due after provision by the Consultants to the Procuring Entity of a bank guarantee by a bank acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully refunded as provided in the SC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Procuring Entity shall have approved in writing.

(f) All payments under this Contract shall be made to the accounts of the Consultants specified in the SC.

7 Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

7.2.1 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute in accordance with Clause GC 8 hereof.

8 Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

8.2.1 Any dispute between the Parties as to matters arising pursuant to this Contract which 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 provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause² Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1(a)]

Note: Usually the contracts designate the law of the Republic of Rwanda as the law governing the contract. However, it is possible for the parties if they wish to designate the law of another country. In the former case, this Clause SC1.1 (a) should be deleted; in the latter case, the name of the respective country should be inserted in the blank, and the square brackets should be removed.]

1.3

Governing law: Law of the republic of Rwanda

1.4

The language is *[specify English or French]*.

1.6.1

The addresses are:

Procuring Entity: _____

Attention: _____

Cable address: _____

Telex: _____

Facsimile: _____

Consultants: _____

Attention: _____

Cable address: _____

Telex: _____

Facsimile: _____

1.6.2

Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, *[written hours]* (*[numerical hours]*) hours following confirmed transmission;
- (c) in the case of telegrams, *[written hours]* (*[numerical hours]*) hours following confirmed transmission; and
- (d) in the case of facsimiles, *[written hours]* (*[numerical hours]*) hours following confirmed transmission.

[1.8]

The Member in Charge is *[name and legal status of member]*.

² Clauses in brackets are optional; all notes should be deleted in final text.

Note: If the Consultants consist of a joint venture of more than one entity, the name and legal status of the entity whose address is specified in Clause SC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SC 1.8 should be deleted from the SC.]

1.9 The Authorized Representatives are:

For the Procuring Entity: _____

For the Consultants: _____

[1.10] In case a specific law provides for a tax exemption, the Procuring Entity warrants that the Consultants, the Subconsultants and the Personnel shall be exempt from (or that the Procuring Entity shall pay on behalf of the Consultants, the Subconsultants and the Personnel, or shall reimburse the Consultants, the Subconsultants and the Personnel for) any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultants, the Subconsultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultants, Subconsultants and the Personnel (other than nationals of the Republic of Rwanda or permanent residents in the Republic of Rwanda), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Republic of Rwanda by the Consultants or Subconsultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;
- (d) any property brought into the Republic of Rwanda by the Consultants, any Subconsultants or the Personnel (other than nationals of the Republic of Rwanda or permanent residents in the Republic of Rwanda), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Republic of Rwanda, provided that:
 - (1) the Consultants, Subconsultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Republic of Rwanda in importing property into the Republic of Rwanda; and
 - (2) if the Consultants, Subconsultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Republic of Rwanda upon

which customs duties and taxes have been exempted, the Consultants, Subconsultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Republic of Rwanda, or (ii) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Republic of Rwanda.

[2.1 The effectiveness conditions are the following:

Note: List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the International Development Funding Institution, the Procuring Entity approval of Consultants' proposals for appointment of specified key staff members, receipt by Consultants of advance payment and by the Procuring Entity of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.]

2.2 The time period shall be *[length of time]* or such other time period as the parties may agree in writing.

Note: Fill in the time period, e.g., "four months."

2.3 The time period shall be *[length of time]* or such other time period as the parties may agree in writing.

Note: Fill in the time period, e.g., "four months."

2.4 The time period shall be *[length of time]* or such other time period as the parties may agree in writing.

Note: Fill in the time period, e.g., "four months."

[3.2.4(b) *Note: It is essential that Consultants who advise Procuring entities on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from "switching sides" upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:*

"For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities."}]

[3.4

Njje: Proposals to introduce exclusions/limitations of the Consultants' liability under the Contract should be carefully scrutinized by the Procuring Entity. In this regard the parties should be aware of the following rules:

1. *If the Parties agree that the Consultants' liability should simply be governed by the Applicable Law, they should delete this Clause SC 3.4 from the SC.*
2. *If the Parties wish to limit or to partially exclude the Consultants' liability to the Procuring Entity, they should note that, to be acceptable to the Procuring Entity, any limitation of the Consultants' liability should at the very least be reasonably related to (a) the damage the Consultants might potentially cause to the Procuring Entity, and (b) the Consultants' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultants' liability should not be limited to less than (i) the estimated total payments to the Consultants under the Contract for remuneration and reimbursables, or (ii) the proceeds the Consultants may be entitled to receive from any insurance they maintain to cover such liability, whichever of (i) or (ii) is higher. A statement to the effect that the Consultants are liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity. Also, the Consultants' liability should never be limited for loss or damage caused by the Consultants' gross negligence or willful misconduct. Consequently, the Procuring Entity would accept the following provisions with respect to the Consultants' liability, which the Parties could introduce here in the SC as Clause SC 3.4 as follows:*

“3.4 Limitation of the Consultants' Liability towards the Procuring Entity

- (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or consultant acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Procuring Entity property, shall not be liable to the Procuring Entity:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or consultant acting on behalf of the Consultants in carrying out the Services.”

3. *The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultants 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 Procuring Entity.*

3.5

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Rwanda by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of [amount];
- (b) Third Party liability insurance, with a minimum coverage of [amount];
- (c) Professional liability insurance, with a minimum coverage of [amount];
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Subconsultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

Note: Delete what is not applicable.

[3.6

Note: Where price is not an evaluation criterion in the selection of the Consultants, and the text set forth after Note 1 to Clause SC 6.2(b) is therefore used in the SC, the text set forth below should be used as Clause SC 3.6 in the SC. Where price is an evaluation criterion, there is no need for a Clause SC 3.6 in the SC.

The bases for time changes and costs referred to in Clause GC 3.6 shall include the bases of the Consultants' representations referred to in Clause SC 6.2(b).]

[3.7(c)

The other actions are:

Note: If there are no other actions, delete this Clause SC 3.7 from the SC. If the Services consist of civil works, the following should be added here:

- “(i) taking any action under a civil works contract designating the Consultants as “Engineer,” for which action, pursuant to such civil works contract, the written approval of the Procuring Entity as “Employer” is required.”

[3.9]

Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.9 should be deleted from the SC. 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:

- “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.”
- “The Procuring Entity shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”
- “Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.”]

[4.6]

Note: If there is a resident assignment manager, state here: “The person designated as resident assignment manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.” If there is no such manager, delete this Clause SC 4.6 from the SC.]

[5.1]

Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.]

6.1(b)

The ceiling in foreign currency or currencies is: *[amount]*

The ceiling in local currency is: *[amount]*

[6.2(a)]

Note: In order to adjust the remuneration for foreign and/or local inflation, a price adjustment provision should be included here if the contract has duration of more than 9 months or if the foreign or local inflation is expected to exceed 5% per annum. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and—except if there is very high inflation in the Republic of Rwanda, in which case more frequent adjustments should be provided for—at the same intervals for remuneration in local currency.

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 Consultants) and remuneration in local currency by using the corresponding index for the Republic of Rwanda. A sample provision is provided below for guidance:

“Payments for remuneration made in accordance with Clause GC 6.2(a) in [foreign and/or] [local] currency shall be adjusted as follows:

- (i) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix G shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}}$$

where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix G for remuneration payable 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 Contract.

- (ii) Remuneration paid in local currency pursuant to the rates set forth in Appendix H shall be adjusted every [number] months (and, for the first time, with effect for the remuneration earned in the [number]th calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}}$$

where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix H for remuneration payable in local currency, I_l is the official index for salaries in the Republic of Rwanda for the first month for which the adjustment is to have effect and, I_{lo} is the official index for salaries in the Republic of Rwanda for the month of the date of the Contract.”]

6.2(b)(i)

Note 1: *Where price is not an evaluation criterion in the selection of Consultants, The Procuring Entity must request the Consultants to submit certain representations about the Consultants’ salary and related costs, which representations are then used by the parties when negotiating the applicable remuneration rates. In this case, the text set forth below should be used as Clause SC 6.2(b)(i) in the SC.*

(1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultants’ average costs, as represented by the financial statements of the Consultants’ latest three fiscal years, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants’ fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the *The Procuring Entity*, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants’ home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

(3) The remuneration rates have been agreed upon based on the representations made by the Consultants during the negotiation of this Contract with respect to the Consultants’ costs and charges referred to in subparagraph (1) of this Clause SC 6.2(b)(i), as such representations are evidenced (i) by the form “Consultants’ Representations regarding Costs and Charges,” dated [Fill in the date of the Form properly executed by the Consultants], which was submitted by the Consultants to the *The Procuring Entity* during such negotiation [**Note:** *A model of such a form is attached at the end of these SC as Model Form I. When inviting the selected Consultants for contract negotiation, the Procuring Entity should request the Consultants to submit this Form*

no later than at the beginning of the negotiation, properly filled in and executed, and together with the necessary salary slips], and (ii) by the form “Breakdown of Agreed Fixed Rates in Consultants’ Contract,” dated [Fill in the date of the Form properly executed by the Consultants], which was executed by the Consultants at the conclusion of such negotiation [Note: A model of such a form is attached at the end of these SC as Model Form II. The Consultants should be requested to execute this Form at the conclusion of the contract negotiation when the Parties have agreed on the fixed rates and their breakdown.]. Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GC 3.6 hereof or through other means) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GC 6.4(d) of this Contract.

Note 2: Where price is an evaluation criterion, the above representations are not required, and the text set forth below should be used as Clause SC 6.2(b)(i) in the SC.

- (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants’ fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable salaries and allowances are known.
- (2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the

Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.2(b)(ii) The rates for foreign [and local] Personnel are set forth in Appendix G [and the rates for local Personnel, in Appendix H].

Note: Select the correct wording, depending on whether local Personnel is paid in foreign or local currency—see Clause SC 6.3(b)(i).

6.3(a) The foreign currency [currencies] shall be the following:

(i) [name of foreign currency]

(ii) [name of foreign currency]

6.3(b)(i) Remuneration for foreign [and local] Personnel shall be paid in foreign currency [and remuneration for local Personnel shall be paid in local currency].

Note: Select the correct wording—see Clause SC 6.2(b)(ii).

6.3(b)(ii) The reimbursable expenditures in foreign currency shall be the following:

(1) a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be outside the location specified in appendix A for the purpose of the Services at the daily rate specified in Appendix G;

(2) the following transportation costs:

(i) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;

(ii) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Republic of Rwanda, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Republic of Rwanda.

Such Personnel will be entitled to such extra round trip only if upon their return to the Republic of Rwanda, such Personnel are scheduled to serve for the purposes of the Assignment for a further period of not less than six (6) consecutive months;

- (iii) the cost of transportation to and from the Republic of Rwanda of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Republic of Rwanda for the purpose of the Services for periods of twelve (12) consecutive months or longer, provided that the stay of such dependents in the Republic of Rwanda shall have been for not less than three (3) consecutive months, duration. If the assignment period for resident staff of the foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed;
 - (iv) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
 - (v) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix G;
- (3) the cost of communications (other than those arising in the Republic of Rwanda) reasonably required by the Consultants for the purposes of the Services;
 - (4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendices A and B hereof;
 - (5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: *[amount]*;
 - (6) the cost of shipment of personal effects up to *[amount]*;
 - (7) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix G;

- (8) the cost of training of the Procuring Entity personnel outside the Republic of Rwanda, as specified in Appendix G;
- (9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix G;
- (10) the foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;
- (11) the cost of items not covered in the foregoing but which may be required by the Consultants for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and
- (12) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c).

Note: Items that are not applicable should be deleted; others may be added.

6.3(b)(iii)

The reimbursable expenditures in local currency shall be the following:

- (1) a per diem allowance at a rate in local currency equivalent to *[name agreed foreign currency specified in Clause SC 6.1(b)]* per day, for each of the short-term foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Republic of Rwanda for the first ninety (90) days during which such Personnel shall be in the Republic of Rwanda;
- (2) a per diem allowance at a rate in local currency equivalent to *[name agreed foreign currency specified in Clause SC 6.1(b)]* per day, for each of the short-term foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Republic of Rwanda;
- (3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Republic of Rwanda) at the rates specified in Appendix H;
- (4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the

Republic of Rwanda, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;

- (5) the cost of equipment, materials and supplies to be procured locally in the Republic of Rwanda as specified in Appendix H;
- (6) the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;
- (7) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and
- (8) the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Procuring Entity.

Note: Items that are not applicable should be deleted; others may be added, like e.g., a provision drafted along the lines of paragraph (2) of Clause SC 6.3(b)(ii) in case local Personnel have to work for extended time periods at considerable distance from their normal duty station.

6.4(a)

The following provisions shall apply to the advance payment and the advance payment guarantee:

- (1) An advance payment [of *[amount]* in foreign currency] [and of *[amount]* in local currency] [*Note: The advance payment could be in either or both of the currencies*] shall be made within *[number]* days after the Effective Date. The advance payment will be refunded by the Procuring Entity in equal instalments against the statements for the first *[number]* months of the Services until the advance payment has been fully refunded.
- (2) The bank guarantee shall be in the amount and in the currency of the [foreign] [local] currency portion of the advance payment [*Note: Select the applicable solution*]. This guarantee must be equivalent to the advance payment.

6.4(c) The interest rate is: *[rate]*

6.4(e) The accounts are:

for foreign currency: *[insert account]*

for local currency: *[insert account]*

8.2 Disputes shall be settled by National Courts or arbitration.

Option for mediation:

“If the parties fail to resolve the dispute by the method of amicable settlement, the dispute shall be submitted to mediation in accordance with Kigali International Arbitration Centre mediation rules in force in a period of thirty (30) days from the date the request for mediation was submitted”.

Parties agree to share equally the costs of the mediation but which shall not include the expenses incurred by each party for its own legal representation.”

Option for litigation:

“If the parties cannot settle the dispute amicably or by mediation within thirty (30) days after appointment of the mediators, the matter shall be referred to national courts of competent jurisdiction.”

Option for arbitration:

- (i) “Any dispute or difference between the Parties as to the interpretation or implementation of this Agreement or in respect of any matter or thing arising under, out of or in connection with this Agreement that cannot be settled by amicable settlement or mediation (when provided for), shall be settled by arbitration in accordance with Kigali International Arbitration Centre (KIAC) rules.
- (ii) The number of arbitrators to the proceedings shall be(Choose the number of arbitrators/can be one or three).
- (iii) The seat for arbitration shall be (Choose the seat).
- (iv) The language for arbitration proceedings shall be(Choose the language).
- (v) The award rendered by the arbitrator(s) shall be final and binding and

shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs including legal fees to be paid by the party against whom enforcement is ordered.

In case the other party wishes to use a different arbitration mechanism namely UNICTRAL, EACJ, or any other the Procuring Entity shall seek for advice from the Ministry of Justice/Attorney General's Office.

MODEL FORM I

See Clause SC 6.2(b) (i)

Consulting Consultant:
Assignment:Country: Republic of Rwanda
Date:**Consultants' Representations Regarding Costs and Charges**

We hereby confirm that (a) the basic salaries indicated below are taken from the consultant's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the consultant's staff; (b) attached are true copies of the latest salary slips of the staff members listed; (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed; (d) the factors listed below for social charges and overhead are based on the consultant's average cost experiences for the latest three years as represented by the consultant's financial statements; and (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

(Expressed in [name of currency])

Name	Position	Basic Salary per Working Month/Day/Year (a)	Social Charges ¹ (b)	Overhead ¹ (c)	Away from Headquarters Allowance (f)
etc.					

¹ Expressed as a percentage of (a).

[Name and legal status of Consulting Consultant]_____
Signature of Authorized Representative_____
Date

Name: _____

Title: _____

Note: For field staff, use Basic Salary per Working Month; for home office staff, Basic Salary per Working Day or Hour. For field staff, also fill in Away from Headquarters Allowance, if any. This form (and the one on the next page) should not be part of the signed Contract but should be executed by the Consultants separately. See Notes in Clause SC 6.2(b)(i).

MODEL FORM II

See Notes to Form on preceding page and to Clause SC 6.2(b)(i)

Breakdown of Agreed Fixed Rates in Consultants' Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in *[name of currency]*)

Name	Position	Basic Salary per Working Month/Day/Year <i>(a)</i>	Social Charges ¹ <i>(b)</i>	Overhead ¹ <i>(c)</i>	Subtotal <i>(d)</i>	Fee ² <i>(e)</i>	Away from Headquarters Allowance <i>(f)</i>	Agreed Fixed Rate per Working Month/Day/Hour <i>(g)</i>	Agreed Fixed Rate ¹ <i>(h)</i>
etc.									
¹ Expressed as a percentage of <i>(a)</i> .									
² Expressed as a percentage of <i>(d)</i> .									

Signature

Date

Name: _____

Title: _____

IV. Appendices

APPENDIX A—DESCRIPTION OF THE SERVICES

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 the Procuring Entity, etc.

APPENDIX B—REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Republic of Rwanda, and staff-months for each.*
 - C-2 Same information as C-1 for Key local Personnel.*
 - C-4 Same as C-1 for Key Personnel to be assigned to work outside the Republic of Rwanda.*
 - C-4 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1 through C-4.*

APPENDIX D—MEDICAL CERTIFICATE

Show here an acceptable form of medical certificate for foreign Personnel to be stationed in the Republic of Rwanda. If there is no need for a medical certificate, state here “Not applicable.”

APPENDIX E—HOURS OF WORK FOR KEY PERSONNEL

List here the hours of work for Key Personnel; travel time to and from the Republic of Rwanda for foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX F—DUTIES OF THE PROCURING ENTITY

- List under:*
- F-1 Services, facilities and property to be made available to the Consultants by the Procuring Entity.*
 - F-2 Counterpart personnel to be made available to the Consultants by the Procuring Entity.*

APPENDIX G—COST ESTIMATES IN FOREIGN CURRENCY

List hereunder cost estimates in foreign currency:

1.
 - (a) Monthly rates for foreign Personnel (Key Personnel and other Personnel)
 - (b) Monthly rates for local Personnel (Key Personnel and other Personnel).
Note: This should be added if local Personnel is also being paid in foreign currency.

2. Reimbursable expenditures
 - (a) Per diem allowances.
 - (b) Air transport for foreign Personnel.
 - (c) Air transport for dependents.
 - (d) Transport of personal effects.
 - (e) International communications.
 - (f) Printing of documents specified in Appendices A and B hereof.
 - (g) Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Procuring Entity (including transportation to the Republic of Rwanda).
 - (h) Other foreign currency expenditures, like use of computers, foreign training of the Procuring Entity staff, various tests, etc.

APPENDIX H—COST ESTIMATES IN LOCAL CURRENCY

List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures as follows:
 - (a) Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.
 - (b) Living allowances for long-term foreign Personnel, plus estimated totals.
 - (c) Cost of local transportation.
 - (d) Cost of other local services, rentals, utilities, etc.

APPENDIX I—FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

Note: See Clause GC 6.4(a) and Clause SC 6.4(a). The Procuring Entity should insert here an acceptable form of a bank guarantee. An example is set forth below.

TO: *[Name and Address of the Procuring Entity]*
 [Name of Contract for Consultants' Services]

Gentlemen:

In accordance with the provisions of Clauses GC 6.4(a) and SC 6.4(a) of the above-mentioned Contract (hereinafter called “the Contract”), *[name, legal status and address of Consultants]* (hereinafter called “the Consultants”) shall deposit with *[name of Procuring Entity]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee], [amount of Guarantee in words]*.³

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of the Procuring Entity]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee], [amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of the Procuring Entity]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of the Procuring Entity]* receives full repayment of the same amount from the Consultants.

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

³ An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4(a).

ANNEX II

STANDARD FORM OF CONTRACT FOR

Consultants' Services, Lump-Sum Remuneration

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum Remuneration

Between

[name of the Procuring Entity]

and

[name of the Consultants]

Dated: _____

8.3 Form of Contract

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of the Procuring Entity]* (hereinafter called the “Procuring Entity”) and, on the other hand, *[name and legal status of consultants]* (hereinafter called the “Consultants”).

[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Consultants’ obligations under this Contract, namely, [name and legal status of consultants] and [name and legal status of consultants] (hereinafter called the “Consultants”).]”¹

WHEREAS

- (a) the Procuring Entity has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Entity has received *[or has applied for]* a loan from the *[Insert the name of the funding International Development Institution]* (hereinafter called the “Development Institution) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Development Institution will be made only at the request of the Procuring Entity and upon approval by the Development Institution, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Procuring Entity shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

Or (c) the Procuring Entity has received Governmental funds and intends _____

Or (c) the Procuring Entity has decided to allocate a portion of its own budget to finance _____

¹ Text in brackets is optional; all notes should be deleted in final text.

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;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services	___ Not used
Appendix B: Reporting Requirements	___ Not used
Appendix C: Key Personnel and Subconsultants	___ Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	___ Not used
Appendix E: Breakdown of Contract Price in Local Currency	___ Not used
Appendix F: Services and Facilities Provided by the Procuring Entity	___ Not used

2. The mutual rights and obligations of the Procuring Entity and the Consultants shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Entity shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of the Procuring Entity]*

[Authorized Representative]

For and on behalf of *[name and legal status of consultants]*

[Authorized Representative]

[Note: *If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultants

[name and legal status of member]

[Authorized Representative]

[name and legal status of member]

[Authorized Representative]

2 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 the Republic of Rwanda, as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 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) “Foreign Currency” means any currency other than the currency of the Republic of Rwanda;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Rwanda;
- (g) “Local Currency” means the currency of the Republic of Rwanda;
- (h) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Procuring Entity under this Contract;
- (i) “Party” means the Procuring Entity or the Consultants, as the case may be, and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- (m) “Subconsultant” means any entity to which the Consultants subcontract any part of the

Services in accordance with the provisions of Clauses 3.5 and 4.

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 the language specified in the SC, 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 address specified in the SC.

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, whether in the Republic of Rwanda or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Subconsultants, 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.

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

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

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 of the funding Development Institution, as the case may be, 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 Consultants 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 Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt;
- (c) 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 sixty (60) days; or
- (d) if the consultant, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (e) if the Procuring Entity, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, 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 Procuring Entity fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants 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 sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Consultants:

- (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 CONSULTANTS

3.1 General

The Consultants 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 Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity legitimate interests in any dealings with Subconsultants or third parties.

3.2 Conflict of Interests

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

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants 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 Consultants 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 Consultants and Affiliates not to be otherwise interested in the assignment

The Consultants agree that, during the term of this Contract and after its termination, the Consultants 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 assignment resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Subconsultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Rwanda or any other country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Assignment, the Services, this Contract, or the Procuring Entity business or operations without the prior written consent of the Procuring Entity.

3.4 Insurance to be Taken Out by the Consultants

The Consultants (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 Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Procuring Entity request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring the Procuring Entity Prior Approval

The Consultants shall obtain the Procuring Entity 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 C (“Key Personnel and Subconsultants”), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Procuring Entity, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

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 C. The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Procuring Entity 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 Consultants shall, at the Procuring Entity written request specifying the grounds thereof, provide as a replacement a

person with qualifications and experience acceptable to the Procuring Entity.

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

5. OBLIGATIONS OF THE PROCURING ENTITY

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2 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 Consultants 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.

5.3 Services and Facilities

The Procuring Entity shall make available to the Consultants the Services and Facilities listed under Appendix F.

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 the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, 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

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

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 provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause ²	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
[1.1(a)]	
[1.1(i)]	The Member in Charge is <i>[name and legal status of Member].</i>
1.3	The language is <i>[specify English or, French].</i>
1.4	<p>The addresses are:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Consultants: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>For the Consultants: _____</p>

² Clauses in brackets are optional; all notes should be deleted in final text.

- 1.7** The Procuring Entity warrants that the Consultants and their Personnel (as well as the Subconsultants and their Personnel) shall be exempt from any taxes, duties, fees, levies, and other impositions levied, under the Applicable Law, on the Consultants and the Personnel in respect of:
- (a) any payments made to the Consultants, Subconsultants, and the Personnel of either of them (other than nationals of the Government or permanent residents of the Republic of Rwanda), in connection with the carrying out of the Services;
 - (b) any equipment, materials, and supplies brought into the Republic of Rwanda by the Consultants or Subconsultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom by them;
 - (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity
 - (d) any property brought into the Republic of Rwanda by the Consultants, any Subconsultants, and the Personnel of either of them (other than nationals of the Republic of Rwanda or permanent residents of the Republic of Rwanda) for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Government's country.

The Consultants must be informed about which alternative the Procuring Entity wishes to apply before they are to submit their financial proposal. If they are liable to any taxes, duties, fees, levies and/or any other impositions, the Consultants should be provided with the information necessary to allow them to calculate their approximate liability for the applicable taxes, duties and impositions

- [2.1]** The date on which this Contract shall come into effect is *[date]*.

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the funding Development Institution, receipt by Consultants of advance payment and by the Procuring Entity of a bank guarantee (see Clause 6.4), etc.]

- [2.2]** The date for the commencement of Services is *[date]*.

- 2.3** The period shall be *[length of time]*.

Note: Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing.

[3.2.1]

Note: The following should be inserted in the SC or alternatively in Appendix A if the Consultants are advising the Procuring Entity on the procurement of goods, works, or services:

“Procurement Rules of Funding Agencies

Furthermore, if the Consultants, as part of the Services, have the responsibility of advising the Procuring Entity on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the funding Development Institution, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

[3.2.3]

Note: It is essential that Consultants who advise Procuring entities on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be added to Clause 3.2.3:

“For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.”

3.4

The risks and coverage shall be:

- (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 _____

[3.5(c)] *Note: Delete where not applicable.*

The other actions are _____.]

[3.7] *Note: If there is to be no restriction on the future use of these documents by either Party, this Clause 3.7 should be deleted from the SC. If the Parties wish to restrict such use, any of the following options—or any other option agreed to by the Parties—may be used, such as the following:*

- “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.”
- “The Procuring Entity shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”
- “Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.”

[5.1] *Note: List here any assistance or exemptions that the Procuring Entity may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”*

6.2(a) The amount in foreign currency or currencies is *[insert amount]*.

6.2(b) The amount in local currency is *[insert amount]*.

6.4 The accounts are:

for foreign currency: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

Note: (a) the following instalments are indicative only;

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.

- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

Note: This sample clause should be specifically drafted for each contract.

6.5 Payment shall be made within [number] days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within [number] days in the case of the final payment.

Note: specify, e.g., “forty-five (45) days,” and, in the case of the last payment, “sixty (60) days.”

7.2 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.

Note: If the Consultant is a national of the Republic of Rwanda, this provision should be modified and referred to the Republic of Rwanda rules for settlement of disputes.

IV. Appendices

APPENDIX A—DESCRIPTION OF THE SERVICES

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 the Procuring Entity, etc.

APPENDIX B—REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Republic of Rwanda, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Republic of Rwanda.*
 - C-3 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

APPENDIX D—BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E—BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F—SERVICES AND FACILITIES PROVIDED BY THE PROCURING ENTITY

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Minisitiri N° ryo ku wa rishyiraho amabwiriza agenga amasoko ya Leta, ibitabo by'amabwiriza agenga ipiganwa n'amasezerano by'icyitegererezo</p>	<p>Seen to be annexed to Ministerial Order N°.....of..... establishing regulations on public procurement, Standard Bidding Documents and Standard Contracts</p>	<p>Vu pour être annexé à l'Arrêté Ministériel N° du portant réglementation des marchés publics, des dossiers types d'appels d'offres et contrats types</p>
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Kigali,

<p>GATETE Claver Minisitiri w'Imari n'Igenamigambi</p>	<p>GATETE Claver Minister of Finance and Economic Planning</p>	<p>GATETE Claver Ministre des Finances et de la Planification Economique</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>