



Republic of Ghana

Public Procurement Authority

**STANDARD PROCUREMENT DOCUMENT**

**FOR**

**FRAMEWORK AGREEMENT**

**(CONSULTANCY SERVICES)**

**TRIAL EDITION**

**DECEMBER 2021**



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# Standard Procurement Document for Framework Agreement - Consultancy Services

## Summary of contents

### **PART 1 PRIMARY PROCUREMENT PROCEDURES**

#### **Introduction**

#### **Section I Request for Expression of Interest (EOI)**

The Request for Expression of Interest provides information that enables potential Consultants (Firms or Individuals) to decide whether to participate in the selection process or not. The information contained in the Request for Expression of Interest must conform to the procurement documents.

#### **Section II Request for Proposals (RFP)**

This Section provides information to help Consulting Firms prepare their Proposals. Selection of Individual Consultants would normally not require the submission of proposals.

The RFP contains details on the submission, opening, and evaluation of Proposals received during the Primary Procurement process.

As the precise consultancy services carried out under the agreements is only determined at call-off stage, it is generally not practical to incorporate price into the evaluation process for the framework agreement. The quality- and cost-based selection method is therefore not generally used. The quality-based selection (QBS) method, where the quality of the consultants is the sole determinant for inclusion in the Framework Agreement is recommended for use.

#### **Section III Evaluation of Proposals**

This Section specifies the criteria for the evaluation of Proposals, which results in the determination of which Consultants will be invited to conclude a Framework Agreement.

#### **Section IV Procurement Forms**

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This Section includes the forms for submission of Proposals and Qualification Information to be completed and submitted by the Consultant.

**Section V      Broad (Generic) Terms of Reference**

In order to retain one or more qualified individual consultants or consulting firms (collectively referred to as “consultants”) for multiple, planned consultancy assignments, the Terms of Reference must be broad enough to enable Procurement Entity issue Call-Offs that are within the scope of the Framework Agreement

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A key aim of framework agreements is to establish a cost mechanism for use at call-off stage This section will detail the fee rates of the named experts over the period of the Framework Agreement

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**Section IX**      Formation of Call-off Contract

**Section X**      Communication and Award of Call-off Contract

**Section XI**     Complaints about award of Call-off Contract

**Section XII**    Conditions of Call-off Contract

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# Introduction

Framework Agreements for Consultancy Services are arrangements that permit Procurement Entities to retain one or more qualified individual consultants or consulting firms (collectively referred to as “consultants”) for multiple, planned consultancy assignments which

- (i) belong to a category of technically and thematically similar assignments;
- (ii) require similar expertise;
- (iii) Activities are repeatable;
- (iv) can be described under a broad (generic) terms of reference;
- (v) are for a predefined period; and
- (vi) contracts may individually be relatively small, making an expensive selection process inefficient (although in aggregate over the duration of the framework agreement, the value could be substantial).

This Standard Procurement Document is to be used for establishing a Framework Agreement for Consultancy Services where the procedure is relevant and advantageous. The subsequent selection of Consultant is undertaken through the award of a Call-off Contract between the Procurement Entity and the Consultant (s) selected after the Primary Procurement Process.

This Procurement Document has been prepared by the Public Procurement Authority for use by Procurement Entities in accordance with the Public Procurement Act, 2003 (Act 663) as amended.

To obtain further information on the use of this Procurement Document, contact:

Chief Executive Officer  
Public Procurement Authority  
Accra, Ghana

[ppa.gov.gh](http://ppa.gov.gh)



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# **Procurement Document for Framework Agreement - Consultancy Services**

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# Section I – Request for Expression of Interest Framework Agreement(s) for Consultancy Services (Primary Procurement)

**Procurement of:**  
[ Insert identification of the Consultancy Service]

**Procurement Entity:** [insert name of entity doing this Primary Procurement]

**Framework Agreement Title:** [insert short title for the FWA]

**Package No.:** [as per the Procurement Plan]

**EOI Issued on:** [insert date when EOI was issued]

1. The \_\_\_\_\_ [insert name of Procurement Entity] intends to apply part of its/their budgetary allocation to fund eligible payments under Call-off Contracts that may be awarded under the Framework Agreement (FWA) concluded through this Primary Procurement process.

**BRIEF DESCRIPTION OF CONSULTANCY SERVICE:**

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2. The Procurement Entity is undertaking the Primary Procurement with a view to concluding a Framework Agreement. The Procurement Entity is the sole Entity under the Framework Agreement. The Procurement Entity now invites **Expressions of Interest** from eligible Consultants for [insert brief description of Consulting Service required, over the Term of the Framework Agreement(s), indicative location(s), indicative completion schedule(s) etc. if known].

3. The Framework Agreement to be concluded will be “Single-User.” “The Single-User entitled to procure under the Framework Agreement is [*insert legal name of the Entity.*]
4. The Framework Agreement to be concluded will be “Single-Supplier.”
5. The conclusion of a Framework Agreement shall not impose any obligation on the Procurement Entity to procure Consultancy Services under a Call-off Contract. The conclusion of a Framework Agreement does not guarantee that an FWA Consultant will be awarded a Call-off Contract. Selection will be conducted through the Quality Based procedures for Firms, or Individual Consultant Selection specified in the Public Procurement Act, 2003 (Act 663) as amended.
7. Consultants may submit Expressions of Interest for one or more “lots” where applicable
8. The Framework Agreement shall be concluded for a Term of [*insert the number of years, note: The Term should not exceed 3 years*] from the commencement date stated in the Framework Agreement.
9. The Primary Procurement shall establish a Closed Framework Agreement. This means no new firm (s) may conclude Framework Agreement during the Term of Framework Agreement
10. Consultants shall comply with the following Eligibility requirements:
  - *Valid GRA Tax Clearance Certificate*
  - *Valid SSNIT Clearance Certificate*
  - *Valid VAT Registration Certificate (if applicable)*
  - *Valid Business Registration Certificate*
  - *Valid Certificate of Incorporation*
  - *Valid Certificate to Commence Business (if applicable)*
  - *Valid Registration Certificate from PPA*

11. **Expressions of Interest** must be delivered to the address below *[state address]*<sup>1</sup> on or before *[insert time and date]*. Electronic Procurement Procedures [“will” OR “will not”] be permitted. Late Submission will be rejected. **Expressions of Interest** will be publicly opened in the presence of the Consultants’ designated representatives and anyone who chooses to attend, at the address below on *[insert time and date]*.
12. The address referred to above is: *[insert detailed address]*

*[Insert name of Procurement Entity]*

*[Insert name of officer and title]*

*[Insert postal address and/or street address, Ghana Post GPS code, city and country]*

*[Insert telephone number, country and city codes]*

*[Insert email address]*

*[Insert website address]*

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<sup>1</sup> *Substitute the address for Tender submission if it is different from address for inquiry and issuance of Invitation for Tenders document.*

## **Section II – Request for Proposals (RFP)**

## Section II. Request for Proposals

This Section provides information to help Consulting Firms prepare their Proposals. Selection of Individual Consultants would normally not require the submission of proposals.

Following the evaluation of Expressions of Interest and Shortlisting of Consultants, the Procurement Entity shall invite proposals using the applicable Standard Request for Proposals (SRFP) published by the PPA in accordance with the Public Procurement Act 2003 (Act 663) as amended.

The SRFP published by the PPA as at December 2021 include:

- Small Time-Based Assignments;
- Small Lump -Sum Assignments.
- Complex Time-Based and Large Lump-Sum Remunerations /Assignments)

These have been adapted for use of Framework Agreement Procedure as follows:

- Small Time-Based Assignments (FWA);
- Small Lump -Sum Assignments (FWA).
- Complex Time-Based and Large Lump-Sum Remunerations /Assignments (FWA)

The Request For Proposals (based on the SRFP (FWA), shall contain details on the submission, opening, and evaluation of Proposals received during the Primary Procurement process.

As the precise consultancy services carried out under the agreements is only determined at call-off stage, it is generally not practical to incorporate price into the evaluation process for the framework agreement. The quality- and cost-based selection method is therefore not generally used. The quality-based selection (QBS) method, where the quality of the consultants is the sole determinant for inclusion in the Framework Agreement is recommended for use.

## **Section III - Evaluation of Proposals**

The criteria and methodology for evaluating Proposals shall be in accordance with the relevant section of the RFP (FWA). No other factors, methods or criteria shall be used other than specified in the RFP document for the Primary Procurement process.

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# Proposal Submission

## Primary Procurement - Framework Agreement for Consultancy Services

### Framework Agreement – Consultancy Services

**Date of this proposal submission:** *[insert date (as day, month and year) of proposal submission]*

**Invitation for submission of Proposal No.:** *[insert identification]*

To: *[insert complete name of Procurement Entity]*

- (a) **No reservations:** We have examined and have no reservations to the RFP document, including addenda issued in accordance with Instructions to Consultants (ITC.....);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITC.....;
- (c) **Conformity:** We offer to provide in conformity with the RFP document and in accordance with **Section V-** Broad (Generic) Terms of Reference, the following Consultancy Services: *[insert a brief description of the Consultancy Services];*
- (d) **Tender Price:**

The total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]”*

- (e) **Unconditional Discounts:** The unconditional discounts offered are: [Specify in detail each unconditional discount offered.]

The exact method of calculations to determine the net price after application of unconditional discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

- (f) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or Consultants for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPA;
- (g) **Not Bound to Procure:** We understand that there is no obligation on the Procurement Entity(ies) to procure any Consultancy Services from any FWA Consultant during the Term of the Framework Agreement.



- (h) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procurement Entity in respect of the Consultancy Services that may be ordered by it, or any participating Procurement Entity (ies), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Proposal on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (i) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Proposal that you may receive.
- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Consultants:** *[insert complete name of the Consultants]*

**Name of the person duly authorized to sign the Proposal on behalf of the Consultants:**  
*\*[insert complete name of person duly authorized to sign the proposal]*

**Title of the person signing the Proposal Submission:** *[insert complete title of the person signing the Proposal Submission]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\* Person signing the Tender shall have the power of attorney given by the Consultants. The power of attorney shall be attached with the Proposal Submission Schedule.

# Consultants Information Form

## Primary Procurement - Framework Agreement for Consultancy Services

*[The Consultant shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Date:** *[insert date (as day, month and year) of Tender submission]*

**Package No.:** *[insert number of RFP process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Consultant's Name <i>[insert Consultant's legal name]</i>
2. Consultant's year of registration: <i>[insert year of registration]</i>
3. Consultant's Address in country of registration: <i>[insert legal address in country of registration]</i>
4. Consultant's Authorized Representative Information <b>Name:</b> <i>[insert Authorized Representative's name]</i> <b>Address:</b> <i>[insert Authorized Representative's Address]</i> <b>Telephone:</b> <i>[insert Authorized Representative's telephone]</i> <b>Email Address:</b> <i>[insert Authorized Representative's email address]</i>

# **Qualification Information**

**As per the Request for Proposal document**

## **Section V: Broad (Generic) Terms of Reference**

As per the Request for Proposal document Broad areas to be covered include:

- Background:
- Objectives of the Assignment
- Scope of Work and Tasks:
- Final Deliverables:
- Duration and Time-table for the Assignment
- Consultant Qualifications

## **Section VI: Staff Schedules**

**Staff Schedule as per of the RFP document**

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# Notification to Conclude a Framework Agreement

*[Use letterhead paper of the Procurement Entity]*

*[Date]*

To: *[name and address of successful Tenderer]*

**Notification to Conclude a Framework Agreement**  
**Framework Agreement No. *[insert FWA reference number]***

This is to notify you that your Proposal dated *[insert date]* to conclude a Framework Agreement in relation to the provision of *[insert short title for Consultancy Services ]* is hereby accepted by our Entity.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FWA]* days of receipt of the same.

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Name of Entity:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Attachment: Framework Agreement

## A. Framework Agreement Form

*[This form is to be completed by the Procurement Entity in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]*

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the provision of [*insert brief description of Consultancy Services*]

on the [*insert: number*] day of [*insert: month*], [*insert: year*]

between

**the Procurement Entity** [*insert complete name of the Procurement Entity/ies, the type of legal entity, (for example, “an Entity of the Ministry of the Government of {insert name of Country of Procurement Entity/ies}”, or “a corporation incorporated under the laws of Ghana*

**and**

**the Consultant** [*insert name of the Consultant*], a corporation incorporated under the laws of [*insert country of Consultant*] and having its principal place of business at [*insert Consultant’s address*] (Consultant).

This Framework Agreement is subject to the provisions described in the Sections listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Consultant to provide the specified Consulting Services to the Procurement Entity(ies) during the Term of the Framework Agreement, as and when the Procurement Entity (ies) wishes to procure them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

### **Section VIII: Framework Agreement Provisions**

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

*[Select one of the three options below]*

“For and on behalf of the Procurement Entity:”

Signed: [*insert signature*]

Full name: [*name of person signing*]

Entity: [*insert the name of Entity*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification of official witness*]

For and on behalf of the Consultant:

Signed: [*insert signature of authorized representative(s) of the Consultant* ]

Full name: [*name of person signing*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification official of witness*]

## **Section VIII: Framework Agreement Provisions**

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## Section VIII Framework Agreement Provisions

*[This section is to be completed by the Procurement Entity as per the instructions provided in italicized text. The italicized text should be deleted from the final document.]*

<b>1</b>	<b>Definitions</b>	N/A
<b>2</b>	<b>Framework Agreement Documents</b>	<p>2.1 This Framework Agreement (FWA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>2.2 This Framework Agreement comprises the following documents.:</p> <ul style="list-style-type: none"> <li>a) Framework Agreement, including all Sections,</li> <li>b) Notice of Conclusion of a Framework Agreement, and</li> <li>c) Proposal Submission Form (from Primary Procurement process)</li> </ul>
<b>3</b>	<b>Consultant's obligations</b>	<p>3.1 The <b>Consultant</b> shall offer to provide (standing offer) to the Procurement Entity, the Consultancy Services described in the Framework Agreement: <b><i>Broad (Generic) Terms of Reference</i></b> for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.</p> <p>3.2 During the Term of the Framework Agreement, the Consultant shall continue to be eligible and qualified, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3.3a. to 3.3c. below. The Consultant shall notify the Procurement Entity immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.</p> <p>3.3 The Consultant undertakes to provide the Consultancy Services under a Call-off Contract. The Consultancy Services provided shall be:</p> <ul style="list-style-type: none"> <li>(a) of the quality, type and as otherwise specified in the Framework Agreement, <b>Section V: <i>Broad (Generic) Terms of Reference</i></b></li> <li>(b) at the Contract Price specified in the Call-off Contract, and</li> <li>(c) at such times and to such locations as specified in the Call-off Contract.</li> </ul> <p>3.4 The Consultant agrees that the Call-off Contract Conditions of Contract set out in the Framework Agreement, and Call-off</p>

	Contract Conditions of Contract set out in a Call-off Contract, shall apply to the delivery of the Consultancy Services.
<b>4 Continued Qualification and Eligibility</b>	<p>4.1 The Procurement Entity may require, during the Term of the Framework Agreement, evidence of the Consultant's continued qualification and eligibility, Failure to provide such evidence, as requested, may result in the Consultant being disqualified from being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>4.2 The Consultant shall comply with the following Eligibility requirements:</p> <ul style="list-style-type: none"> <li>a) Valid GRA Tax Clearance Certificate</li> <li>b) Valid SSNIT Clearance Certificate</li> <li>c) Valid VAT Registration Certificate (if applicable)</li> <li>d) Valid Business Registration Certificate</li> <li>e) Valid Certificate of Incorporation</li> <li>f) Valid Certificate to Commence Business (if applicable)</li> <li>g) Valid Registration Certificate from PPA</li> </ul>
<b>5 Term</b>	5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until ..... ( <i>specify the end of the term</i> )
<b>6 Representative</b>	<p>6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are as follows:</p> <p><b><u>Procurement Entity's Representatives</u></b></p> <p>The name and contact details of the Procurement Entity's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p><b><u>Consultant's Representatives</u></b></p>

	<p>The name and contact details of the Consultant’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail</p> <p>6.2 Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.</p>
<p><b>7 Role of Lead Procurement Entity or Procurement Agent</b></p>	<p>N/A.</p>
<p><b>8 Contract Price</b></p>	<p>8.1 The Contract Price that will apply to the Procurement Entity under a Call-off Contract shall be the Base Price stipulated in the Framework Agreement, without price adjustment</p>
<p><b>9 Performance Security</b></p>	<p>9.1 The Procurement Entity may require a Performance Security from the Consultant in relation to the performance of a specific Call-off Contract. In this event, the Consultant shall comply with the relevant provisions relating to Performance Security contained in the Call-off Conditions of Contract.</p>
<p><b>10 Language</b></p>	<p>10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procurement Entity and Consultant, shall be written in <b>English</b></p>
<p><b>11 Notices</b></p>	<p>11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the <b>Authorized Representative</b> specified in the <b>clause 6</b>. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.</p>

<p><b>12 Fraud and Corruption</b></p>	<p>12.1 The Government of the Republic of Ghana requires that Consultants under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</li> <li>b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;</li> </ul> <p>12.2 The Procurement Entity will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p>
<p><b>13 Confidential Information</b></p>	<p>13.1 The Procurement Entity and the Consultant shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.</p>
<p><b>14 Governing Law</b></p>	<p>14.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of <b>Ghana</b>,</p>
<p><b>15 Change to the Framework Agreement</b></p>	<p>15.1 Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.</p>
<p><b>16 Termination of the Framework Agreement</b></p>	<p>16.1 The Procurement Entity, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:</p>



	<p>(a) in the judgement of the Procurement Entity, the Consultant has engaged in Fraud and Corruption, or</p> <p>(b) during the Term of the Framework Agreement, the Consultant ceases to be qualified or eligible. or</p> <p>(c) the Consultant purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procurement Entity, or</p> <p>(d) the Consultant becomes bankrupt or otherwise insolvent.</p> <p>16.2 The Procurement Entity may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Consultant, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procurement Entity's convenience, the extent to which the performance of the Consultant under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p>
<p><b>17 Consequence of expiry or termination</b></p>	<p>17.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.</p>
<p><b>18 Dispute resolution in relation to this Framework Agreement</b></p>	<p>18.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.</p>
<p><b>19 Dispute resolution in relation to Call-off Contracts</b></p>	<p>19.1 The Procurement Entity and the Consultant for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>

## **Section IX: Formation of Call-off Contract**

The Procurement Entity shall confirm that the selected Consultant continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract.

The Call-off contract is formed when the Procurement Entity transmits, to the successful Consultant, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Procurement Entity and the Consultant. The date that the Call-off Contract is formed, is the date that the last signature is executed, or the date agreed by the parties.

# Sample Letter of Award of Call-off Contract

*[modify as appropriate]*

*[use letterhead paper of the Procurement Entity]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award of Call-off Contract No. . . . .**

In reference to the Framework Agreement *[insert reference number and date]*

please find inclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within *[insert no of days]*.

*[Insert the following if Performance Security is required: “You are also requested to furnish a Performance Security within [insert no of days] in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security Forms included in the Framework Agreement Secondary Procurement Forms. “]*

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

**Attachment: Call-off Contract**

## Call-off Contract for the provision of Consultancy Services

<b>Framework Agreement (FWA):</b>	<i>[insert short title of FWA]</i>
<b>FWA Date:</b>	<i>[insert FWA date]</i>
<b>FWA reference number:</b>	<i>[insert FWA reference number]</i>
<b>Consultancy Services :</b>	<i>[short title for type of Consultancy Services ]</i>

<b>Procurement Entity:</b>
<i>[name of Procurement Entity]</i> <i>[address]</i>

<b>Consultant :</b>
<i>[name of Consultant ]</i> <i>[address]</i>

<b>SERVICES</b>				
<b>Code</b>	<b>Name/description of service</b>	<b>Duration</b>	<b>Price</b>	<b>Total</b>
<i>[insert code]</i>	<i>[Describe the Related Services]</i>	<i>[days]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:				
		<b>Total</b>		
<b>Required Completion period</b> <i>[See Completion Periods in the FWA]</i>		<i>[insert period]</i>		

<b>Contract Documents</b>
<p>1) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.</p> <ul style="list-style-type: none"> <li>(a) Letter of Award of Call-off Contract</li> <li>(b) Consultant's Quotation (if applicable)</li> <li>(c) Addenda No. ____ (if any)</li> <li>(d) Conditions of Call-off Contract</li> </ul> <p>and by reference the following documents:</p> <ul style="list-style-type: none"> <li>(e) Framework Agreement,</li> <li>(f) Section VIII- Framework Agreement Provisions,</li> <li>(g) Section V: Broad (Generic) Terms of Reference <i>[insert relevant items from section V as applicable to the Call-off contract]</i></li> <li>(h) Section XII: Call-off Contract Provisions</li> <li>(i) <i>[List any other document]</i></li> </ul>

- 2) In consideration of the payments to be made by the Procurement Entity to the Consultant as specified in this Call-off Contract, the Consultant hereby covenants with the Procurement Entity to provide the Consultancy Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3) The Procurement Entity hereby covenants to pay the Consultant in consideration of the provision of the Consultancy Services under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Procurement Entity

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Date: \_\_\_\_\_

For and on behalf of the Consultant

Signed: *[insert signature of authorized representative(s) of the Consultant]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Date: \_\_\_\_\_

Attachment

1. Conditions of Call-off Contract
2. Consultant's Quotation (if applicable)
3. *[Any other documents]*

## **SECTION X - Communication and Award of Call-off Contract**

*[Describe the process to announce the award of a Call-off Contract e.g.]*

The Procurement Entity shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

- a. Direct Selection to all FWA Consultant for the items included in the Call-off Contract.
- b. selection based on competitive quotations (through mini-competition) to all Consultant invited to submit quotations.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- c. the name and address of the successful Consultant
- d. the scope of Consultancy Services being procured
- e. the contract price
- f. a statement of the reason(s) the recipient Consultant was unsuccessful

## **Section XI -Complaint About Award of Call-off Contract**

An unsuccessful Consultant may complain about the decision to award a Call-off Contract. In this case the process for making a complaint will be in accordance with the provisions in the Public Procurement Act, 2003 (Act 663), as amended.

## **SECTION XII: Call-off Contract Conditions**



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## **Conditions of Call-off Contract**

As per the appropriate SRFP (FWA)