



FORM OF CONTRACT FOR CONSULTING SERVICES

ENGINEERING CONSULTANCY SERVICES –
PROVISION OF ENGINEERING SERVICES RELATED TO PROJECT
DESIGN, CONSRSTRUCTION SUPERVISION AND CONTRACT
MANAGEMENT

Between

University of Ghana

and

TAL CONSULT Limited

[Handwritten signature]
18/12/2016

Dated: February 2016

STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

CONTRACT

THIS CONTRACT ("Contract") is entered into this 29th February 2016, BETWEEN the **University of Ghana** ("the Client") having its principal place of business at Legon, Accra OF THE ONE PART and **TAL Consult Limited** ("the Consultant") having its principal office located at House No. C 731/3, Asylum Down, Accra OF THE OTHER PART.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to as:

Engineering Consultancy Services – Provision of Engineering Services Related To Project Design, Construction Supervision and Contract Management

And WHEREAS, the Consultant is willing to perform these services;

NOW THEREFORE THE PARTIES HEREIN HEREBY agree as follows:

1. **Services** (i) The Consultant shall perform the services specified in the Request for Proposal including Scope of Services," which is made an integral part of this Contract ("the Services").

2. **Term** The Consultant shall perform the Services from the period commencing 1st **March 2016** and ending through **30th August 2017** or any other period as may be subsequently agreed by the parties in writing.

Deliverables

Inception Report
Monthly Progress Reports
Draft Final Report
Final Report

3. **Payment** A. Ceiling

For Services rendered, the Client shall pay the Consultant an amount not exceeding a (ceiling) **GH¢355,857.80**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits and inclusive of VAT Tax. The payments to be made under The Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

Payment Conditions

Payment shall be made in *Ghana Cedis* as follows:

- GH¢142,343.12 on completion of pre-contract deliverables
- GH¢213,514.68 to be paid bi-monthly in equal installments

B. Payment Conditions

Payment shall be made in Ghana Cedis at the prevailing rate of exchange not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator

The Client designates Mr. Charles Kofinti as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and certifying invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within five years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may

retain a copy of such documents and software.³

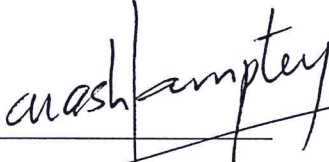
8. **Service Provider Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or Subcontract any portion or portions of the Contract without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Ghana, and the language of the Contract shall be English.
12. **Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Ghana.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by 

(Mrs Mercy Haizel-Ashia)
Title: Registrar

Signed by 

(Ing. A.L. Ashong-Lamptey)
Title: ~~Managing Consultant~~

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.