**Form of Contract**

**Contract for Consultant’s Services**

**(Time-Based)**

**Project Name:** Institutional consultancy to conduct a situational analysis research about access and participation of people with disabilities to health care, social protection, education, livelihood and building accessibility standards in Tajikistan

**between**

**Japan International Cooperation Agency Tajikistan Office**

**and**

***[insert: name of the consultant]***

**Dated:20.10.2020**

This CONTRACT (hereinafter called the “Contract”) is made the *[insert: 20]* day of the month of *[October]*, *[2020]*, between, on the one hand, *Japan International Cooperation Agency (JICA) [Tajikistan] office* (hereinafter called the “Client”) and, on the other hand, *[insert: name of the Consultant]* (hereinafter called the “Consultant”).

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Conditions of Contract;

(b) Appendices:

Appendix A: Terms of Reference

Appendix B: Remuneration and Reimbursable Expenses

Appendix C: List of Experts

Appendix D: Technical Proposals

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

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

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

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

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

For and on behalf of Japan International Cooperation Agency (JICA) Tajikistan Office

Muneo TAKASAKA

Chief Representative

Japan International Cooperation Agency (JICA) TajikistanOffice

For and on behalf of *[insert: name of the Consultant]*

*[insert: Authorized Representative of the Consultant – name and signature]*

**Conditions of Contract**

1. **General Provisions**

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| 1. Law Governing Contract | The law that applies to the Contract is the law of Tajikistan. |
| 1. Language | This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1. Communications | Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in **Clause 2** above. 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 to such Party at the address specified as follows;  A Party may change its address for notice hereunder by giving the other Party any communication of such change.  **For the Client**  Address:    Attention:  Telephone:  Facsimile:  E-mail:  **For the Consultant**  Address:    Attention:  Telephone:  Facsimile:  E-mail: |
| Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified as follows;  **For the Client:** *[insert: Muneo TAKASAKA, Chief Representative, JICATajikistan Office]*  **For the Consultant:** *[insert: name, title]* |

1. **Modification and Termination of Contract**

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| Entire Agreement | 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. |
| Modifications or Variations | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| Force Majeure | 7.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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, confiscation or any other action by Government agencies.  7.2 The failure of a Party to fulfill 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.  7.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.  7.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.  7.5 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.  7.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:  (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. |
| Suspension | The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services. |
| Termination | This Contract may be terminated by either Party as per provisions set up below:  9.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant:  (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder;  (b) If the Consultant becomes insolvent or bankrupt;  (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;  (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  (e) If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.  9.2 The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.  9.3 Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination;  (b) If the advance payment had already paid to the Consultant, the amount of the advance payment shall be reduced from the amount defined in paragraph (a) above.  (c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Consultant shall refund the balance to the Client. |

1. **Obligations of the Consultant**

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| 1. General | 10.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.  10.2 The Expert(s) of the Consultant means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract. |
| Confidentiality | Except with the prior written consent of the Client, the Consultant shall not at any time, even after the completion of the Services, communicate to any person or entity any confidential information acquired in the course of the Services. |
| Reporting Obligations | The Consultant shall submit to the Client all of the reports and documents  ***on or before* the 20.02.2021**in the form, in the numbers specified in **Appendix A (Terms of Reference)**. Such reports and documents shall become and remain the property of the Client, including its intellectual property rights, upon delivery thereof. |
| Inspection | * 1. The Client shall inspect the Services (or a part of the Services, in such case), based on the said reports and documents within **14 days** after receiving them.   2. If the Client cannot approve any part of the Service, the Consultant shall submit such further information and make such change in the said reports and documents as the Client may reasonably require.   3. Promptly after the approval of the Services (or a part of the Services, in such case) by the Client, the reports and documents said above shall be delivered to the Client. |
| Liability of the Consultant | The Consultant shall be responsible for, and shall indemnify the Client from and against any and all claims, losses and damages incurred by the Consultant during or in connection with the Services caused by intentional or negligent act of the Consultant. |
| Additional Work | If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause 17, the Parties shall sign a Contract amendment. |
| No Replacement of Experts | Except as the Client may otherwise agree in writing, no changes shall be made in the Experts. |

1. **Payment to the Consultant**

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| Ceiling Amount | An estimate of the cost of the Services is set forth in **Appendix B** (Remuneration and Reimbursable Expenses).  Payments under this Contract shall not exceed the ceilings specified below.  **The ceiling is**: in US dollars, or Tajik Somonis converted between USD with JICA monthly exchange rate agreed with the consultant **of local indirect taxes.**  Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paidby the Clientto the Consultant.  For any payments in excess of the ceilings hereof, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment. |
| Remuneration and Reimbursable Expenses | 18.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.  18.2 All payments for remuneration shall be at the rates set forth in **Appendix B**. If a part of reimbursable expenses are to be made at agreed rates, such payments shall be at the rate set forth in Appendix B.  18.3 The remuneration rates shall cover: (i) such salaries as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in **Appendix C**, and (iii) the Consultant’s profit. |
| Currency of Payment | Any payment under this Contract shall be made in *[insert: currency US dollars or Tajik Somoni]*. |
| Mode of Billing and Payment | 20.1 Billings and payments in respect of the Services shall be made as follows:  *Advance payment*.  Within fourteen (14) days after the receipt of the advance payment guarantee and the invoice for advance payment, the Client shall make an advance payment to the Consultant. The advance payment guarantee shall be in the amount and in the currency of the advance payment of *[insert:To be fixed].* Such guarantee is to remain effective until the advance payment has been fully set off.  *Partial Payment*  The Partial Payment(s) shall be made based on itemized invoices only after each deliverable specified belowhas been submitted and approved as satisfactory by the Client. The invoice shall show remuneration and reimbursable expenses separately and accompanied with supporting documents or evidences.   1. 1st partial payment shall be made for *[insert: To be fixed].* 2. 2nd partial payment shall be made for *[insert: To be fixed].*   *Final Payment*  The final payment under this Clause shall be made based on itemized invoices only after the final report has been submitted and approved as satisfactory by the Client. The invoice shall show remuneration and reimbursable expenses separately and accompanied with supporting documents or evidences.  20.2 All payments under this Contract shall be made to the accounts of the Consultant specified as follows:  *[insert: account]*. |

1. **Fairness and Good Faith**

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| Good Faith | 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. |

1. **Settlement of Disputes**

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| Amicable Settlement | The Parties shall seek to resolve any dispute amicably by mutual consultation.  If either Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 23 shall apply. |
| Dispute Resolution | Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to the Clause 22 shall be submitted to settlement proceedings under the laws of the Client’s country. |