
CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

**MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES
NATIONAL IMPLEMENTATION OFFICE (MAFF-NIO)**

**CLIMATE-RESILIENT RICE COMMERCIALIZATION SECTOR
DEVELOPMENT PROGRAM (RICE-SDP)**

Contract No. CON-BH1

(Bulk Handling Study)

between

**MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES
National Implementation Office (MAFF-NIO)**

and

NUPPUN INSTITUTE FOR ECONOMIC RESEARCH

Dated: 29 / September / 2017

Contents

I. Form of Contract	3
II. General Conditions of Contract.....	5
A. GENERAL PROVISIONS	5
2. Relationship between the Parties	6
3. Law Governing Contract	6
4. Language	6
5. Headings	6
6. Communications	6
7. Location	6
8. Authority of Member in Charge	7
9. Authorized Representatives	7
10. Corrupt and Fraudulent Practices	7
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	7
11. Effectiveness of Contract	7
12. Termination of Contract for Failure to Become Effective	7
13. Commencement of Services	7
14. Expiration of Contract	7
15. Entire Agreement	7
16. Modifications or Variations.....	7
17. Force Majeure	8
18. Suspension.....	9
19. Termination	9
C. OBLIGATIONS OF THE CONSULTANT	10
20. General	10
21. Conflict of Interests.....	11
22. Confidentiality.....	12
23. Liability of the Consultant.....	12
24. Insurance to be Taken out by the Consultant	12
25. Accounting, Inspection and Auditing.....	12
26. Reporting Obligations	13
27. Proprietary Rights of the Client in Reports and Records	13
28. Equipment, Vehicles and Materials	13
D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS.....	13
29. Description of Key Experts	13
30. Replacement of Key Experts	13
31. Removal of Experts or Sub-consultants	14
E. OBLIGATIONS OF THE CLIENT	14



32.	Assistance and Exemptions.....	14
33.	Access to Project Site	15
34.	Change in the Applicable Law Related to Taxes and Duties	15
35.	Services, Facilities and Property of the Client.....	15
36.	Counterpart Personnel.....	15
37.	Payment Obligation	15
F.	PAYMENTS TO THE CONSULTANT	15
38.	Contract Price	15
39.	Taxes and Duties.....	15
40.	Currency of Payment	15
41.	Mode of Billing and Payment.....	16
42.	Interest on Delayed Payments.....	16
G.	FAIRNESS AND GOOD FAITH	16
43.	Good Faith	16
H.	SETTLEMENT OF DISPUTES.....	17
44.	Amicable Settlement.....	17
45.	Dispute Resolution.....	17
I.	ELIGIBILITY.....	17
46.	Eligibility.....	17
	Attachment 1: Bank's Policy -- Corrupt and Fraudulent Practices	18
III.	Special Conditions of Contract	20
IV.	Appendices.....	25
	Appendix A – Terms of Reference.....	26
	Appendix B - Key Experts	31
	Appendix C – Breakdown of Contract Price	32
	Appendix D - Form of Advance Payments Guarantee	36

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the 29th day of the month of September, 2017, between, on the one hand, **the Ministry of Agriculture, Forestry and Fisheries, National Implementation Office (MAFF-NIO)** (hereinafter called the "Client") and, on the other hand, **Nuppun Institute for Economic Research** (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;
- (c) The Ministry of Economy and Finance, through the Royal Government of Cambodia (RGC), has received a loan from the Asian Development (ADB), and grants from the Global Agriculture and Food Security Program (GAFSP) and the Strategic Climate Fund (SCF) to implement the Climate Resilient Rice Commercialization Sector Development Program (Rice-SDP). The Ministry of Agriculture, Forestry and Fisheries, an implementing agency of the Project, intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant/loan agreement, including prohibitions of withdrawal from the grant/loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant/loan agreement or have any claim to the grant/loan proceeds;

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 (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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- (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 the Ministry of Agriculture, Forestry and Fisheries, National Implementation Office (MAFF-NIO) 



Kith Seng
Under Secretary of State,
Ministry of Agriculture, Forestry and Fisheries,
and Project Director,
National Implementation Office for Rice-SDP

For and on behalf of **Nuppun Institute for Economic Research**

Khin Pisey
Director
Nuppun Institute for Economic Research

