



VANUATU NATIONAL AUDIT OFFICE
BUREAU DU CONTRÔLEUR GÉNÉRAL
DES COMPTES DE VANUATU



Date: 8th September 2023

REQUEST FOR QUOTATIONS (RFQ)
WORKS

RFQ WORKS NUMBER: 001/22/WK/RFQ/SN/SA/BLD/RC/VNAO

RFQ NAME: CONSTRUCTION OF NEW SECURITY FENCE FOR THE NEW SANTO AUDIT OFFICE

To: Whom it may concern

The Vanuatu National Audit Office (the Purchaser) invites you to submit your quotation for the works described herein. Partial Quotations may be rejected, and the Purchaser reserves the right to award a contract for selected items only. Any resulting contract shall be subject to the attached General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). At the time the Contract is awarded the Purchaser reserves the right to increase or decrease the quantities of the Goods and related Services up to 20%.

SECTION A: QUOTATION REQUIREMENTS

1) Description of Works and Location:

The Works include the Supply of Materials and labour for the construction of a security fence at the new National Audit Office in Luganville, Santo. The location of the site and scope of work are included in Section C.

2) Quotations should be: Including VAT and duties

3) Works are to commence: 2nd October 2023
Works are to be completed by: 2nd December 2023
(Approximately 8 Weeks)

4) Quotations must be valid for 60 days from the Submission Date and Time given below.

5) The defects liability period offered shall be: 3 months.

6) Quotations and supporting documents as specified in Section B must be clearly marked with the RFQ Works Number given above and must indicate your acceptance of the terms and conditions.

7) Quotations must be received no later than the Submission Date and Time being: 4pm 22nd September 2023 by hand delivered to the address specified below.

- 8) Quotations must be returned to:

RFQ NUMBER: 001/22/WK/RFQ/SN/SA/BLD/RC/VNAO
RFQ NAME: CONSTRUCTION OF NEW SECURITY FENCE FOR THE NEW SANTO AUDIT OFFICE
Public Works Department Head Office
PMB 9044,
Nasituan Building
Rue Sautot
Port Vila, Vanuatu
(Attn: Fidel Taiwia)

- 9) The following documents are to be submitted as part of this tender:

1. Schedule B: Contractors Quotation
2. Schedule C: Schedule of Requirements (signed for compliance)
3. Schedule E: Schedule of Activities
4. Schedule F: Other items to be submitted as part of this Quotation

- 10) The Contact person appointed by the Employer is:

John Mark Yaviong
Public Works Department / Pacific Labour Facility
PMB 9044
Port Vila, Vanuatu
Email: ftaiwia@vanuatu.gov.vu

- 11) Quotations shall cover all costs of labor, equipment, overheads, profits and all associated costs for performing the works. The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted.

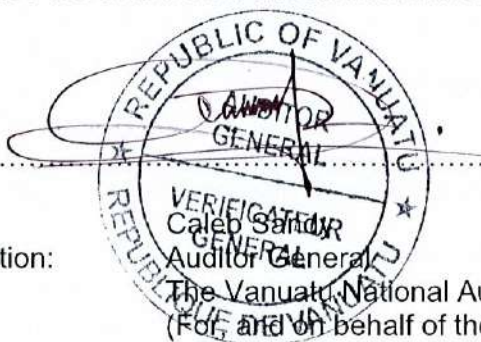
- 12) Quotations that are responsive, qualified and technically compliant will be ranked according to price. A Contract will generally be issued to the lowest priced quotation. However, the Employer is not bound to accept the lowest or any quotation and will base the award on technical information provided as well as price.

Signed:

Name:

Title/Position:

Address:



SECTION B: CONTRACTORS QUOTATION

RFQ WORKS NUMBER: 001/22/WK/RFQ/SN/SA/BLD/RC/VNAO

RFQ NAME: CONSTRUCTION OF THE NEW SECURITY FENCE FOR THE NEW SANTO AUDIT OFFICE

We agree to be bound by the General Conditions of Contract, Special Conditions of Contract, Technical Specification and we hereby offer to perform the Works, in conformity with the Request for Quotation (RFQ) (including the Schedule of Requirements) and including the Schedule of Activities, for a Total Quoted price of:

	CURRENCY & AMOUNT	
[Total Quotation price and currency in words]		[Total Quotation price in figures]

This amount is

- ☐ Exclusive of VAT and duties
☐ Inclusive of VAT and duties

We confirm receipt of the Addenda and Variations to the Invitation for Quotation listed below:

Addendum	Dated	Date Received

- 1) Works will commence on: 2nd October 2023
Works to be completed by: 2nd of December 2023
(Approximately 2 months)
- 2) The validity period of this Quotation is: 60 days from the Submission Date.
- 3) Defect liability period: 3 months
- 4) We enclose the following documents:
 - A copy of our business registration certificate
 - Reply to Schedule E – Pricing Schedule
 - Reply to Schedule F
 - Methodology and Works Program for undertaking the work
- 5) We confirm that the prices quoted are fixed for the duration of the validity period and any subsequent contract that may be awarded.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:

SECTION C: SCHEDULE OF REQUIREMENTS (Description of Works)

Introduction

The Vanuatu National Audit office in Port Vila is looking at establishing a new office at Luganville, Santo. As such, the need for a security fence to secure the area before major renovation works happen on two existing buildings in the property.

The funding of the project is under the Vanuatu National Audit office.

This RFQ is for the construction of a new security fence at the new Audit office - Luganville. The RFQ is for construction works, including supply of materials and labor for the new fencing. The works are to be complete by **2nd of December 2023**.

Project Location

The site is located at near the Fire Station area of Luganville. The location of the new office is shown in Attachment 1. Tenderers are recommended to undertake a site visit to familiarise themselves with the site prior to submitting a tender submission for this project.

Scope Of Work

The Project (Contract) Works are defined below.

Serial	Item	Scope of Work Activities
1	Mobilisation	<ul style="list-style-type: none"> Mobilise to site Confirm works setout Establish site controls (safety and waste management) and signage Location of Property – Near Fire Station – Refer Plan Below: <div data-bbox="512 616 1396 1120" data-label="Image"> </div> <ul style="list-style-type: none"> Perimeter of Property = Approximately 156m Area of the Property = Approximately 1400 sqm
2	Construct security fence	<p>TYPE A FENCING (4line block with chainlink)</p> <ul style="list-style-type: none"> To include materials supply and works (labour, equipment, etc). Fence layout and construction detail included in Attachment 3. Fence posts – 50mm dia. 3m length with 500mm 45 degree bend on top. Post spacing 3m Bracing post spacing – every 15m along a straight run. Post to be braced on both side with 50mm pipe support. Same for corner posts on change in direction. Holes in fence post to be located: Three on bent section for wire Top, middle and bottom for support wires <ul style="list-style-type: none"> 3 x barbed wire strands on top Chainlink height 1800mm 3 x support wires, 3.1mm diameter galvanised Foundation hole 300mm x 300mm x 700mm deep filled with concrete 25MPa Installed as per manufacturers guidelines All fence post to be capped TYPE B FENCING – FULL CONCRETE FRONTAGE WITH GATE

		<ul style="list-style-type: none"> • Concrete columns with blocks in between • Size 15 blocks • Front wall to be rendered and painted (color to be confirmed by Audit office). • Install main sliding gate along with a pedestrian gate.
4	Demobilisation	<ul style="list-style-type: none"> • Tidy site and remove all waste, equipment and tools from site • Return site to pre-works condition

Project Administration

Insurance. The Contractor is to have insurance prior to commencing works including:

- Workers compensation – as per Vanuatu Law
- General insurance for vehicles and equipment.

Pre-Start Meeting. A prestart meeting is to be held on site prior to the commencement of the project works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives the contractor and Project Manager.

Access To Services. The contractor can access electrical services on site – liaison with DoL.

Work Hours. Work hours are generally to be 7:30am to 5pm Monday to Saturday.

Security. The contractor is to ensure that the site security is maintained at all times.

Ablutions. The Contractor can utilise on site ablutions on site (liaise with DoL).

Behaviour. All of the contractor's staff are to act in a professional manner at all times.

Work Health and Safety

The Contractor is to ensure that all personnel involved in the works, visitors to the works site and people around (and adjacent to) the work site are kept safe. The Contractor is to provide to the Project Manager with a Site Safety Plan prior to commencing site works. Measures to manage Work Health and Safety (WHS) are to include:

- **PPE.** Workers are to have personal protective equipment (PPE) appropriate to their tasks including (but not limited to) hearing protection (when operating noisy equipment), safety glasses (mechanical tool operation), gloves, boots and hard hats.
- **High Visibility Clothing:** Site personnel are to wear high visibility vests on site.
- **Vehicle Use.** Vehicles in and around the construction site are to be registered and operated by licensed drivers in a safe manner
- **Electricity.** Any work that involves the use of electricity, including temporary power during works, is to be carried out by a suitably trained and certified electrician.
- **Signage.** The WHS measures and warnings are to be well signposted around the site.
- **Access.** The site will be controlled by the DoL during the works. The contractor is to liaise with the DoL every day regarding the works activities and any disruption to be

office activities.

- **Noise.** Noise is to be kept to a minimum. Noisy activities are to be conducted between the hours of 9am to 4pm.
- **Drugs and Alcohol.** No smoking, alcohol consumption or consumption of any other drugs is permitted by the contractor or staff whilst on site.

Child and Gender Protection

The Contractor is to comply with Government of Vanuatu and DFAT child protection policies, including:

- No children are to enter the worksite or accommodation areas occupied by workers.
- The minimum age for staff / workers undertaking normal low risk work is 16 years. The minimum age for high risk work (such as working at heights) is 18 years old.
- No children younger than that stated above will be engaged for any portion of the works including off-site or subcontracted activities such as quarry works, manufacture of blocks or transport of materials.
- No worker shall enter into an inappropriate relationship with a child (of a sexual nature or otherwise). This is ground for immediate dismissal from the Contract site.
- Photographs taken during the contract period should not include images of children.
- The contractor is encouraged to employ local labour and in particular female staff to be part of the project team.
- The contractor is not to discriminate against females. All contract staff, government staff, stakeholders and surrounding communities are to be treated fairly and with respect.
- The Contractor is encouraged to caution staff to not enter into inappropriate relationships while implementing the project. Any worker found to have paid for sexual favours during the course of the contract implementation will be dismissed from the project and this may be grounds for terminating the Contract.


Attachment 1: Site Location and Layout



Attachment 2: Security Fence Detail

This work package includes the construction of a perimeter fence for the new Santo Audit office project site.

Fencing Description	
Frontage of Property (main road) - TYPE A	2meters high full concrete blockwall
3 Remaining sides of property (Yellow) - TYPE B	4 line block with chainlink



3 Remaining sides of property - TYPE B

Frontage of Building - Type A

Type A Fencing:



Type B Fencing:



4 line blockwalls with
chainlink

Gate Details:

Gate Description

Description of Gate x 1

Description of Gate x 2

Gate:

~ Main gate to be steel frame with timber slates

~ Roller Sliding

~ Pedestrian Gate joined to the main sliding gate

~ Location of Gate:

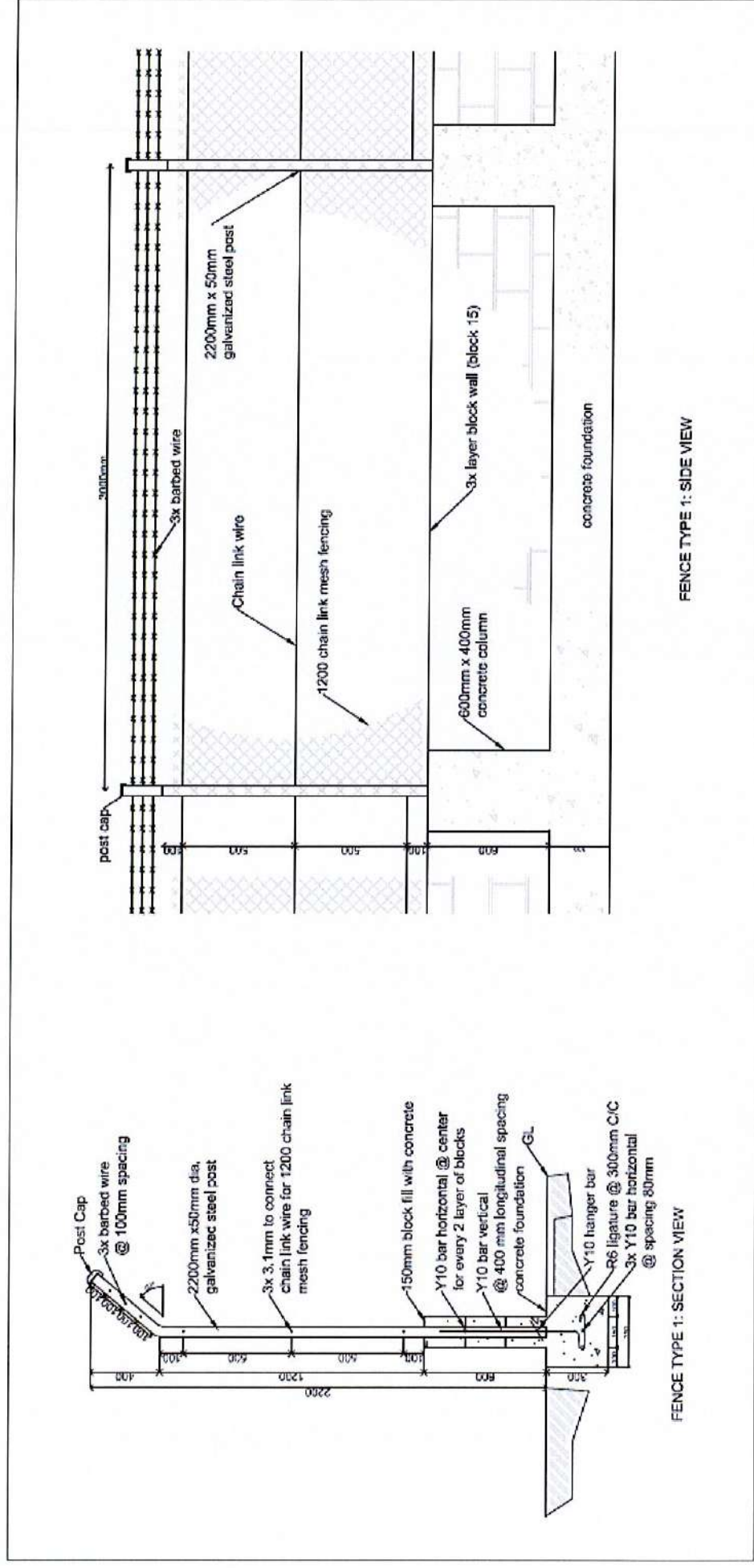
Main sliding Gate

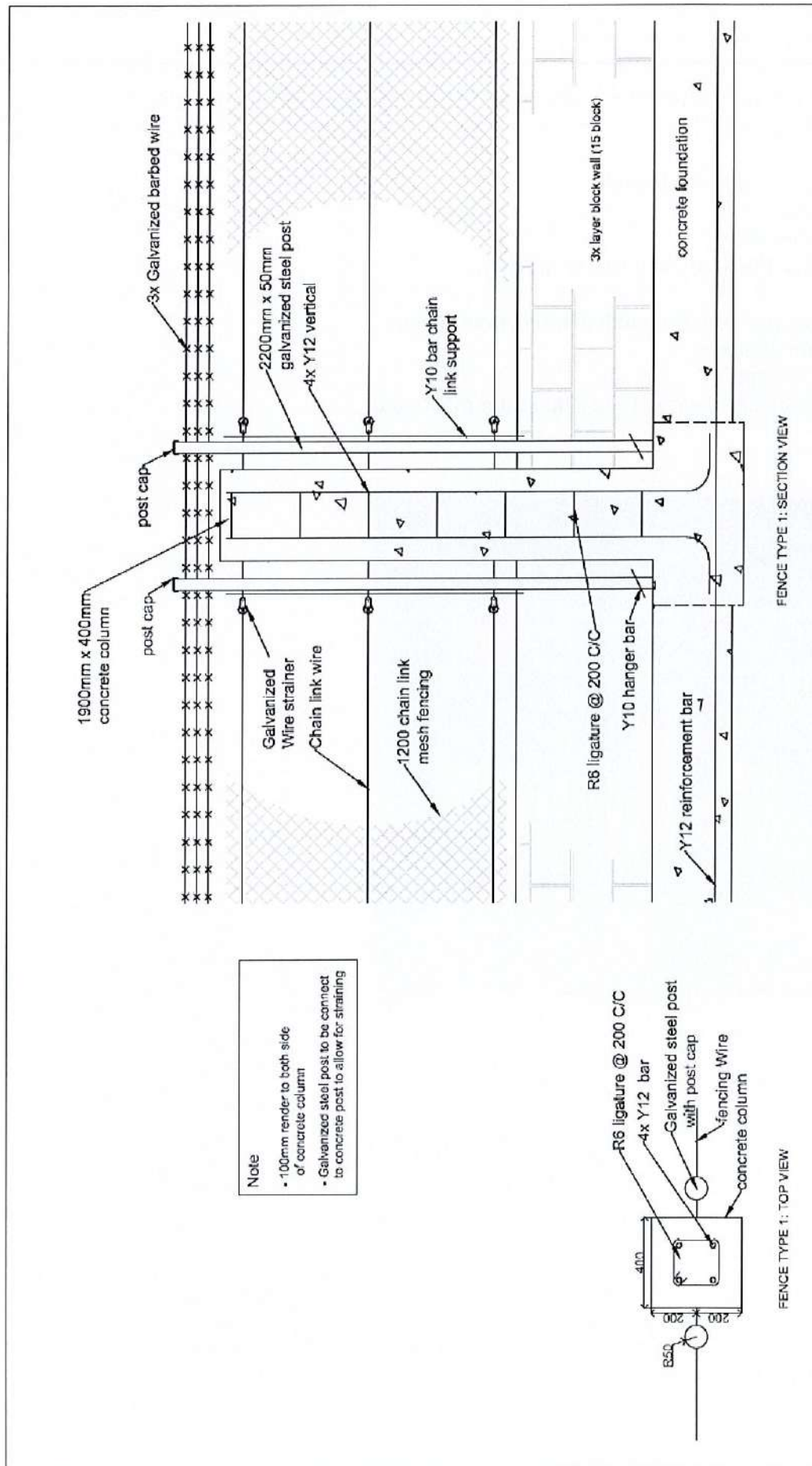
Pedestrian Gate



Location of main sliding gate (front)

Fence Type B: Concrete, block and chain link fence Fence as per details included below.





Perimeter Gate Detail

Gates:

- Location: at entry to site adjacent to main Road (to be confirmed on site with site measure)
- Type: swing, two gates
- Dimensions:
 - Width: each gate 3m, total 6m
 - Height: 2m
- Frame: 100x50mm RHS
- Infill vertical posts 30x30mm at 110mm spacing.
- Inclusions:
 - 3 x hinges per gate embedded into concrete post,
 - locking mechanism
- Finish: Painted, 3 coats
- Also include a pedestrian gate at the side of the main gate.

Example photograph



SECTION E: ACTIVITY AND PRICE SCHEDULE (For Lump Sum Contracts)

The contractor is to provide all management and supervision, labour, tools and equipment to complete the works as per the Specification, drawings and other documentation.

Serial	Item	Amount (Vt)
1	Mobilisation	
2	Supply of materials and labour for the construction of the new security fence	
3	Supply of materials and labour for the construction and installation of the new gates (main gate and pedestrian gate)	
5	Demobilisation	
6	Total	

☐ **Exclusive of VAT and duties**

☐ **Inclusive of VAT and duties**

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:

SECTION F: OTHER DOCUMENTATION / ITEMS TO BE SUBMITTED WITH QUOTATION

The Tenderer is to submit the following documentation as part of the Quotation to be considered compliant with the requirements of the Project / Document:

1. A copy of our business registration certificate
2. Work Plan (Schedule) – start, finish and work methodology
3. List equipment and workers

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:

SECTION G: GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL PROVISIONS

1. The Documents listed in the Contract represent the entire and integrated Contract between the Employer and the Contractor. The Contract is governed by and shall be construed in accordance with the Laws of the Republic of Vanuatu, and the ruling language of the Contract is English.
2. All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract. All correspondence and documents relating to the Contract between the parties and their representatives shall be in English.
3. Neither the Employer nor the Contractor shall assign, in whole or in part, their obligations under the Contract, except with the prior written consent of the other party.

4. In these Conditions of Contract, unless the context otherwise requires:

Construction Supervisor means the person, appointed by the Employer, who supervises the Construction and certifies the completion, or partial completion, of the Works;

Contract means the signed Contract Agreement, and the documentation specified therein, as entered into between the Employer and the Contractor for the provision of the Works;

Contract Cost means the total cost stated in the Contract Agreement both in words and figures;

Contractor means the person or organization stated in the Contract Agreement whose Quotation to provide the Works has been accepted by the Employer;

Days mean calendar days;

Defects Liability Certificate is the certificate issued by the Construction Supervisor upon verification of the completion of notified defects;

Defects Liability Period means the period stated in the SCC following the issuance of the Practical Completion ("Taking Over") Certificate, during which the Contractor shall rectify any defects arising as a result of the performance of the Works;

Drawings include calculations and other information provided or approved by the Construction Supervisor for the execution of the Contract;

Employer means the Government of Vanuatu procuring entity stated in the Contract Agreement;

Force Majeure means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, natural disasters (such as earthquakes, tsunamis, fires, floods etc.), epidemics, quarantine restrictions, and freight embargo;

In writing means communicated in written form (e.g. by letter, e-mail or fax);

Months mean calendar months;

Site Manager means the person named in the Contract Agreement, who manages the implementation of the Contract on behalf of the Contractor;

Subcontractor means any person or organization that supplies goods, materials, works or services to the Contractor;

Technical Specifications means the Specifications of the Works included in the Contract Agreement and any modification or addition made or approved by the Construction Supervisor;

Variation is an instruction given by the Employer which varies the Contract Agreement.

Clause headings shall not be used in the interpretation of these Conditions.

Words in the singular also include the plural and vice versa when the context so requires.

Words indicating a gender include either gender.

OBLIGATIONS OF THE EMPLOYER

5. Construction Supervisor

(1) The Employer shall appoint a Construction Supervisor to act on its behalf to supervise the works and sign the Practical Completion ("Taking Over") Certificate, the Defects Liability Certificates, and any other partial completion certifications as provided for under the Contract Agreement. Any other powers delegated to the Construction Supervisor are listed in the **SCC**.

(2) The Employer shall pay to the Supplier sums due under the Contract.

OBLIGATIONS OF THE CONTRACTOR

6. Scope of Works

(1) The Contractor shall complete the Works at the locations specified in the Contract, and shall obtain a signed Practical Completion ("Taking Over" Certificate) from the Construction Supervisor.

7. Subcontracting

(1) The Contractor shall obtain the Employer's prior approval in writing of all subcontractors who are not specified in its Quotation with whom the Contractor wishes to engage under the Contract. Such approval shall not relieve the Contractor from any of its obligations, duties, responsibilities or liability under the Contract.

8. Specifications and Standards

(1) The Works provided under the Contract shall conform to the technical specifications (including the standards mentioned in the technical specifications). When no applicable standard is mentioned in the Technical Specifications or drawings, the standard shall be equivalent or superior to that given in the **SCC**.

(2) Where references are made in the Contract to codes or standards, the edition or the revised version of such codes and standards shall be those specified in the **SCC**.

(3) The Construction Supervisor shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.

9. Copyright

(1) The intellectual property and copyright (IP) in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including, without limitation, Suppliers of materials, the copyright in such materials shall remain vested in such third party save insofar as the Contractor shall grant to the Employer a world-wide, non-exclusive,

irrevocable and royalty-free licence to use the IP to give effect to the provisions of this agreement.

10. Defects Liability

(1) The Construction Supervisor shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at the Date of Completion of the Works (i.e. the date of the Practical Completion ("Taking Over") Certificate). The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

(2) Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Construction Supervisor's notice. If the Contractor has not corrected a Defect within the time specified in the Construction Supervisor's notice, the Construction Supervisor will assess the cost of having the Defect corrected, and deduct such cost from the Retention Money.

(3) On completion of the Defects Liability Period and correction of all notified defects the Construction Supervisor shall issue a Defects Liability Certificate in the format as provided. Within 30 days of the signature of the Defects Liability Certificate the Performance Security shall be returned and the balance of the retention monies released.

11. Insurance

(1) The Contractor shall provide, in the joint names of the Employer and the Contractor, such insurances as are necessary to cover the liability of the Contractor and subcontractor(s) in respect of (a) personal injuries or deaths and damage to real or personal property arising out of or in the course of the carrying out of the Works; (b) all unfixed equipment, materials and goods intended for the Works, delivered to, or placed on or adjacent to the Works and intended for the Works, and for an amount not less than the full replacement cost of the works against all risks or physical loss or damage.

(2) Such insurances shall be in the type and amounts specified in the **SCC** and shall cover the period from the Start Date of the works as stated in the **SCC** to the end of the Defects Liability Period. The Contractor shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Employer.

ACCEPTANCE AND REJECTION

12. Performance of the Works

(1) The Contractor shall complete the Works within the time period, and at the place(s) specified in the Schedule of Works and Quotation Schedule (or in the Technical Specifications, as applicable).

13. Acceptance of the Works

(1) Acceptance of the Works shall not be considered complete until receipt of the signed Practical Completion ("Taking Over") Certificate and any testing, as applicable, has taken place. To certify acceptance the Contractor shall provide to the Employer at the completion of the Works (or for each stage of construction if required) a Practical Completion ("Taking Over") Certificate signed and stamped by the Construction Supervisor in the format provided.

(2) Acceptance of the Works or payment shall not prejudice the right of the Employer to maintain an action for breach of condition or warranty should the Works prove to be of

inferior quality or in any respect contrary to the requirements of the Contract Agreement.

14. Rejection of the Works

(1) The Employer may reject any Works which are not in accordance with the Contract. The Employer shall, upon rejection of any Works, notify the Contractor and may direct that the rejected Works be rectified at the Contractor's risk and expense within such reasonable time as the Employer may direct. Should the Contractor fail to rectify the rejected Works within the time directed the Employer may have the rejected Works completed at the Contractor's risk and expense.

VARIATION ORDERS

15. Employers and Contractors Rights

(1) The Employer may issue a Variation Order making changes to the Works, timing and/or cost of the Contract and submit it, with a brief justification for the variation, to the Contractor. If accepted, the Employer shall issue the Variation Order to the Contractor.

(2) The Contractor may submit a written proposal to the Employer requesting a variation in the Works. The proposal shall include a reasonable estimate of the time and/or cost of the variation, as well as a brief justification for the variation. If the Employer agrees to the proposal it shall prepare and issue the Variation Order to the Contractor.

(3) Variation in or modification of the terms of the Contract shall be made by written amendment signed by both parties.

TERMS OF PAYMENT

16. Contract Cost

(1) Unit Costs charged by the Contractor for the Works provided under the Contract shall not vary from those stated in the Contract.

(2) The total payments to be made against the Contract shall not exceed the Contract Cost stated in the Contract, except for changes made to the Contract as provided for in Clause 15.

17. Advance Payment

(1) If specified in the **SCC**, the Employer will make an advance payment to the Contractor against submission by the Contractor of an unconditional Advance Payment Bank Guarantee in the format specified by the Employer.

(2) The advance payment shall be repaid by deducting amounts from payments otherwise due to the Contractor. The total advance payment shall be recovered during the period of the Contract.

18. Interim Payments

(1) Interim payments Payment(s) to the Contractor shall be made, at the intervals or for the periods as specified in the **SCC**. Interim payment shall be made in the currency of the Contract and will be the estimated value of the permanent works executed, as approved by the Employer, up to the end of the period for which payment is being made less any deductions for retention money and repayment of advance.

(2) Request(s) for payment(s) shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Works completed, always provided that other obligations stipulated in the Contract have been met.

(3) Payments shall be made by the Employer within 30 days after acceptance of the Invoice and other required documentation.

19. Retention

(1) A Payment Retention of the amount stated in the **SCC** shall be deducted from the payments due to the Contractor with respect to each interim payment up to a limit stated in the **SCC**. 50% of the total retention will be released on issue of the Practical Completion ("Taking Over" Certificate) and the balance shall be released at the end of the Defects Liability Period and issue of the Defects Liability Certificate.

20. Final Payment

(1) Within 30 days of the completion of the Defects Liability Period, the Contractor shall submit a Final Payment Statement to the Construction Supervision Engineer, in the form approved by the Construction Supervision Engineer, showing:

- (a) The value of all the work done in accordance with the Contract;
- (b) Any further sums which the Contractor considers to be due to him under the Contract;
- (c) Less the total of all interim payments received under the Contract.

(2) In the event that the Contractor fails or neglects to submit a Final Payment Statement, the Construction Supervisor may nevertheless issue a Final Payment Certificate provided he has sufficient information to calculate the value of such Certificate.

(3) The Employer shall within 30 days from the date of the Final Payment Certificate pay to the Contractor the amount due to the Contractor.

(4) If on the Final Payment Certificate a payment is due to the Employer, then the Contractor shall within 30 days from the date of the Final Payment Certificate pay the Employer that amount due.

21. Taxes and Duties

(1) Taxes and Duties as applicable are as stated in the **SCC**.

PERFORMANCE SECURITY

22. Requirement for Performance Security

(1) Details of any Performance Security required are as stated in the **SCC** and it shall be furnished by the Contractor in the format provided.

LIQUIDATED DAMAGES

23. Provisions for Liquidated Damages

(1) Liquidated damages if applicable are as stated in the **SCC**.

SAFETY HEALTH AND WELFARE

24. Requirements for Safety Health and Welfare

(1) The Contractor shall be responsible for all activities on the Site and shall comply with all relevant provisions of the laws in the Republic of Vanuatu.

TERMINATION AND SUSPENSION

25. Termination for Default

(1) The Employer may, without prejudice to any other remedy for breach of Contract and by written notice of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor:

- (a) Fails to complete any or all of the Works within the period specified in the Contract Agreement, or within any extension thereof granted by the Employer; or
- (b) Fails to perform any other obligation under the Contract; or
- (c) Has engaged in fraudulent, corrupt, collusive, coercive or obstructive practices in competing for or in executing the Contract.

(2) In the event the Employer terminates the Contract, in whole or in part, the Employer may procure, upon such terms and in such manner, as it deems appropriate, Works similar to those not complete, and the Contractor shall be liable to the Employer for any additional costs for such similar Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

26. Termination for Insolvency

(1) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, the Contractor shall be compensated for the Works completed and materials supplied up to the date of termination only, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

27. Termination for Convenience

(1) The Employer may, without cause, by written notice instruct the Contractor to terminate its engagement under the Contract. Upon such termination, the Contractor shall be paid for the Works completed and materials supplied up to the date of termination, provided that any such uncompleted Works were not late or otherwise overdue for completion at the date of termination. The Contractor shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Employer of all outstanding subcontracts.

28. Termination by the Contractor

(1) The Contractor may terminate the contract by giving not less than thirty days' written notice to the Employer in the event that:

- (a) The Employer fails to pay any money due to the Contractor
- (b) As the result of an event of Force Majeure, the Contractor is unable to perform a material portion of the Contract
- (c) The Employer fails to comply with any negotiated settlement

29. Suspension of Funding

(1) In the event that funding is suspended, from which payments to the Contractor are being made, the Employer is obliged to notify the Supplier of such suspension within seven days of having received advice of the suspension of funding.

DISPUTES AND SETTLEMENT

30. Negotiated Settlement

(1) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation.

(2) Failing successful negotiation any disputes will be settled by the courts in Vanuatu.

FORCE MAJEURE

31. No Breach of Contract

(1) 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 the 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 in order to carry out the terms and conditions of this Contract; and has informed the other Party as soon as possible about the occurrence of such an event.

32. Extension of Time

(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.

33. Payments

(1) During the period of their inability to complete the Works as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract.

INTEGRITY/ PROBITY

34. Competing for and Executing the Contract

(1) Neither the Contractor, nor any Representative of the Contractor will engage in fraud, corruption, collusion, coercion and/or obstructive practises in competing for, or in executing the contract. Should the Contractor, or any Representative of the Contractor engage in the above, they could face any, or all, of the following sanctions:

- (a) Immediate termination of contract (refer Termination and Suspension above);
- (b) Liability for damages to the Government of Vanuatu and other competing bidders;
- (c) Debarment (blacklisting) for five years from engaging in any further contract with the Government of Vanuatu; and
- (d) Public Prosecution under the Penal Code Act.

(2) The Contractor, or any Representative of the Contractor, shall immediately report to the Police, Public Prosecutor and Chairman of the Public Service Commission any attempt by the Employer, or the Employer's Representative, to demand bribes or gifts in relation to this contract.

Section H: Special Conditions of Contract (SCC)

In addition to any other specific issues, add any of the following issues, as mentioned in the GCC, if applicable:

GCC Ref.	HEADING	DETAILS TO BE ENTERED BY EMPLOYER (Where Applicable)
4 & 5 (1)	Construction Supervisor	Ronald Lumu and Sainimilli Toara - Lumu Design + Build
8(1)&(2)	Standards	As per specification
11(2)	Insurances	NA
17(1)	Advance Payment	Not applicable
18(1)	Interim Payments	To be confirmed
19(1)	Retention	NA
21(1)	Taxes and Duties	VAT Inclusive
22(1)	Performance Security	Nil
23(1)	Liquidated Damages	NIL

SECTION I: SAMPLE FORMS

Sample forms are attached for information and use as applicable:

Sample Forms

FORM 1 – Contract Agreement

FORM 2 – Practical Completion (“Taking Over”) Certificate

FORM 3 – Performance Security (Bank Guarantee)

FORM 4 – Advance Payment Security (Bank Guarantee)

FORM 5 – Defects Liability Certificate

FORM 1 – CONTRACT AGREEMENT

Contract No:	[Employer to enter]
Brief Description of Contract:	[Employer to enter]

This Contract is made the [Enter date] by and between [Enter name and address of Employer] (the Employer), on the one part and [Enter name and address of Contractor] (the 'Contractor') on the other part;

Whereas the Employer has accepted the Quotation of the Contractor [enter reference number and date] for the performance of such Works in the sum of:
[Employer to enter currency and amount in words and figures]

In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Contract hereinafter referred to.

The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Contract.

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) The Contractors Quotation, including the Schedule of Requirements and associated Construction Schedule, the Schedule of Rates and Prices or (in the case of a Lump Sum Contract Activity and Price Schedules) [Employer to enter as required]
- (d) Other documents [Employer to enter as required]

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide Works as appropriate in conformity in all respects with the provisions of the Contract.

The Employer hereby agrees to pay the Contractor in consideration of the completed Works as appropriate the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the Laws of the Republic of Vanuatu.

For the Employer		For the Contractor	
Signature:		Signature:	
Name:		Name:	
Title/Position:		Title/Position:	
Date:		Date:	

FORM 2 – PRACTICAL COMPLETION (“TAKING OVER”) CERTIFICATE

CONTRACT No.:	
CONTRACT TITLE/ DESCRIPTION:	
CONTRACTOR:	
LOCATION OF WORKS:	
CONTRACT START DATE:	
CONTRACT COMPLETION DATE:	
TOTAL COST OF WORKS	

DESCRIPTION OF WORKS COVERED BY THIS CERTIFICATE	
1.	

In accordance with the provisions set forth in the Contract Agreement and on the basis of the verification/inspection of completion of the works undertaken by the Employer's Representative on [Enter date of inspection], we hereby certify that the Contractor has satisfactorily and fully completed the scope of works [Employer to enter, including variations, if any] as called for in the Contract Agreement, in accordance with the Schedule of Requirements and associated Construction Schedule, approved plans and technical specifications, and the Price Schedule (whether based on unit prices or lump sum). The defects liability period commences from the date of Practical Completion and shall remain in effect for [Employer to enter defects liability period] thereafter.

SCHEDULE OF DEFECTS AND/OR OUTSTANDING WORKS AT DATE OF ISSUE OF NOTICE	
LOCATION	DESCRIPTION

This Certificate likewise provides approval for the release of 50% of the Retention due to the Contractor in accordance with the terms and conditions of the Contract.

Practical Completion Date:	Date of Issuance of this Certificate:
For and on behalf of: [Employer]	Confirming Acceptance for and on behalf of: [Contractor]
By: [Employer to enter name]	By: [Contractor to enter name]
[Enter signature]	[Enter signature]

FORM 3 - Performance Security (Bank Guarantee)

[To be provided on headed notepaper of the bank issuing the guarantee]

To:

Beneficiary: [Enter beneficiary]

Date: [Enter date]

PERFORMANCE GUARANTEE No.: [Enter Guarantee Number]

We have been informed that [Name of the Contractor] ('the Contractor') has entered into Contract No [Enter Contract Number] dated [Enter date] with you, for [Enter description] ('the Contract').

Furthermore, we understand that, according to the Terms and Conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in words and figures]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than [Enter date]² and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed [insert number in words] months, in response to your written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Seal of Bank and Signature(s)]

Note:

¹ Insert the amount representing 10% of the Contract Price and denominated in the currency of the Contract.

² Enter the date thirty days after the expiry of the defects liability obligations, as established in the contract. The Beneficiary should note that in the event of an extension of the time for completion of the Contract (and therefore of the Defects Liability Period), the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM 4 - Advance Payment Security (Bank Guarantee)

[To be provided on headed notepaper of the bank issuing the guarantee]

To:

Beneficiary: [Enter beneficiary]

Date: [Enter date]

ADVANCE PAYMENT GUARANTEE No.: [Enter Guarantee Number]

We have been informed that [Name of the Contractor] ('the Contractor') has entered into Contract No. [Enter Contract Number] dated [enter date] with you, for [Enter description] ('the Contract').

Furthermore, we understand that, according to the Terms and Conditions of the Contract, an advance payment in the sum of [enter name of currency and amount in figures and words]¹ is to be made against an advance payment guarantee.

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in figures and in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligations under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor in its account number [enter Contractor's account number] at [Enter name and address of the Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as stated in copies of submitted invoices which shall be presented to us. This guarantee shall remain valid and in full effect from the date the advance payment is received by the Contractor in its bank account until [Insert date]². Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed [Insert number] months, in response to the Beneficiary's written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Seal of Bank and Signature(s)]

Note:

¹ Insert the amount representing the amount of the advance payment.

² Insert the date stipulated in the Contract for completion of works. The Beneficiary should note that in the event of an extension of the time for completion of the Contract, the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM 5 – DEFECTS LIABILITY CERTIFICATE

Contract No. [Employer to insert]

Description of Works	
Location of Works	
Name of Contractor	
Total Cost of Works	
Date Started	
Date Completion of Defects Liability Period	

In accordance with the provisions set forth in the Contract and on the basis of the verification of the completion of notified defects undertaken by the Construction Supervisor on [Insert Date of inspection], we hereby certify that the Contractor has satisfactorily and fully completed the Contract in its entirety and in accordance with the Schedule of Works and Quotation Schedule, approved plans and technical specifications, and any other contractual documents.

This Certificate likewise provides approval for the release of the Performance Security and remaining Retention Monies due to the Contractor in accordance with the terms and conditions of the Contract.

Issued [Enter date].

By:

[Employer to enter name]

Construction Supervision Engineer

[Employer to enter name of
recipient who will also sign to
confirm acceptance of the works]

[Enter signature]
