



REQUEST FOR PROPOSALS (RFP)

SUPREME COURT HALL OF JUSTICE PROJECT MANAGEMENT SPECIALIST CONSULTING SERVICES

RFP NUMBER:	01/21/HoJ/PMS/VPMU
DESCRIPTION:	Provision of Consultancy Services to Manage the Vanuatu Supreme Court Hall of Justice Project within the Vanuatu Project Management Unit, Prime Ministry Office
PURCHASER:	Vanuatu Project Management Unit Prime Minister Office PMB 9057 Port Vila, Vanuatu
PROPOSAL SUBMISSION ADDRESS:	Locked Tender Box Office of the Central Tender Board Secretariat Ministry of Finance and Economic Management PMB 9058 Top Floor S.I.P Building Rue Pasteur Port Vila, Vanuatu
SUBMISSION DATE & TIME:	2pm, 28 th April 2021
OPENING DATE & TIME:	2pm, 30 th April 2021



REQUEST FOR PROPOSALS

TABLE OF CONTENTS

LETTER OF INVITATION

SECTION

- 1. GENERAL CONDITIONS OF TENDERING**
- 2. SPECIAL CONDITIONS OF TENDERING**
- 3. TERMS OF REFERENCE**
- 4. PROPOSAL RESPONSE SCHEDULES**
- 5. GENERAL CONDITIONS OF CONTRACT**
- 6. SPECIAL CONDITIONS OF CONTRACT**
- 7. FORMS**



LETTER OF INVITATION

To: Potential Consultancy Service Providers	RFP Consulting Services No.	01/21/HoJ/PMS/VPMU
	Date Issued	15th April 2021
	Validity of Proposal	2 Months
Submission Date and Time (VANUATU Local Time)		2pm, 28th April 2021
<p>Services Required</p> <p>The project entails the construction of a new Hall of Justice of the Republic of Vanuatu. The Supreme Court is the superior courts of Vanuatu. Fire destroyed the former Courthouse in 2007 which housed the seat of the Vanuatu Judiciary. The new Hall of Justice will be constructed on the original site, located in the Joint Court precinct of Port Vila.</p> <p>This is a project management, technical support, and liaison position. The project management specialist will provide support to the VPMU Program Director and its National Project Manager/Engineer in order to execute the Supreme Court Courthouse Construction Project (the project). This is a 'doing' role, not an advisory role. The PMS will work alongside the National Project Manager/Engineer, managing the day-to-day delivery of the project throughout the entire project cycle. This will also include liaison, monitoring and reporting implementation progress, and resolving issues.</p> <p>The PMS will help VPMU Steering Committee procure and manage design consultant services and construction contracts to a high standard and ensure a timely delivery of deliverables.</p> <p>The PMS will from time to time work with the VPMU, the Project Steering Group (including representatives from the Government of Australia and New Zealand) to manage and coordinate all activities to successfully deliver the Hall of Justice Project.</p>		
PURCHASER Project Code	GIP No: 20A430	

You are invited to submit a proposal to provide the services of the Project Management Specialist - within VPMU in response to this Request for Proposal (RFP) Consultancy Services document. The Services are being procured by the Prime Minister's Office (PMO) (the "Purchaser"). The completed Tender must be signed by your authorised representative and must be valid for a minimum period as indicated above from the Submission Date of the RFP.



This Tender is open to all firms or individuals who wish to respond to the RFP. Tenderers may associate with each other either under a consortium, joint venture, or association relationship, or under a sub-contractual agreement to complement their respective areas of supply or to enhance their capacity to supply the Goods and any related Services.

It is not permissible to transfer this invitation to any other firm.

The RFP includes the following documents:

1. This Letter of Invitation
2. General Conditions of Tendering
3. Special Conditions of Tendering
4. Terms of Reference
5. Proposal Response Schedules
6. General Conditions of Contract
7. Special Conditions of Contract
8. Forms

Payments made against any Contract arising from this Tender will be made in the currency of the Tender and the Contract.

The Purchaser reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer(s).

Instructions on how to respond to the Tender are provided in this RFP.

Please submit your Tender by mail, courier or by hand to the address stated on the cover page of the Request for Proposal (RFP) in sealed envelopes/ packages and marked as requested in this RFP. Your Tender must be received before the Closing Date and Time for submission of Tenders stated on the cover page of the RFP. Tenders received after this deadline shall not be considered and shall be rejected.

Signed: /S/
Name: **Gregoire Nimbtik**
Title/Position: Director General
Address: Prime Minister's Office
PMB 9057,
Port Vila, Vanuatu
(For and on behalf of the Purchaser)



SECTION 1 GENERAL CONDITIONS OF TENDERING (GCT)

TABLE OF CONTENTS

1.1.	PREPARATION OF PROPOSAL.....	6
1.2.	CORRUPT OR FRAUDULENT PRACTICES	7
1.3.	ORIGIN OF GOODS AND CONSULTANCY SERVICES.....	8
1.4.	QUALIFICATIONS OF THE CONSULTANT.....	8
1.5.	PROPOSAL SUBMISSION AND OPENING	8
1.6.	EXAMINATION AND EVALUATION OF PROPOSALS.....	9
1.7.	NEGOTIATIONS	10
1.8.	ACCEPTANCE OR REJECTION OF ANY OR ALL PROPOSALS	11
1.9.	APPROVAL AND NOTIFICATION OF CONTRACT AWARD	11
1.10.	DEBRIEFING OF UNSUCCESSFUL TENDERERS	11
1.11.	SIGNING OF CONTRACT	12
1.12.	DISPUTES AND SETTLEMENTS	12



1.1. PREPARATION OF PROPOSAL

- 1.1.1 The shortlisted Consultants are invited to submit separate Technical and Financial Proposals. The currency of the Proposal shall be **[PURCHASER to enter Vanuatu Vatu (VUV) or any other freely convertible currency]**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. The Consultant shall inform itself fully of all circumstances and conditions relating to submitting a Proposal, including site visits if appropriate, and shall satisfy itself as to the correctness and sufficiency of the RFP documentation. By submitting a Proposal the Consultant understands that all provisions and conditions in this RFP (as potentially amended pursuant to Art. 1.1.12 below) shall fully and automatically apply to the Consultant's Proposal.
- 1.1.2 If a pre-proposal meeting is to take place, the time and date of the pre-proposal meeting will be stated in the Special Conditions of Tendering (**SCT**).
- 1.1.3 The estimated inputs for the Services or the budget are given in the **SCT**. The **SCT** will also state if the Purchaser envisages the need for continuity for downstream work and if or not training is an essential part of the assignment. The type of Contract (Lump Sum or Time Based) is as stated in both the Letter of Invitation (LOI) and the **SCT**.
- 1.1.4 The Purchaser will state in the **SCT** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 1.1.5 The Consultant shall prepare its Proposal using the Proposal Response Schedules (**PRS**) in Section 4, as detailed in the **SCT**. In case of an association or joint venture, each member shall complete the **PRS** as detailed in the **SCT**. The completed and signed **PRS**, together with the required supporting documentation, will form the Proposal and shall be the basis on which the Proposal will be evaluated.
- 1.1.6 A shortlisted Consultant may not associate with any other shortlisted Consultant. In case of association with a non-shortlisted Consultant, the shortlisted Consultant shall act as association leader. In case the short-listed Consultant is already an association or joint venture (i.e. it submitted its EOI as an association or joint venture), the partners shall indicate who will act as the leader of the joint venture. In all cases, all partners shall be jointly and severally liable. The composition or the constitution of the association or joint venture as short-listed shall not be altered without the prior consent of Purchaser. Association or joint venture arrangements shall be provided with the Proposal.
- 1.1.7 If the Consultant proposes to subcontract any component of the Services then the Consultant shall provide details of the proposed subcontractors indicating the proposed part of the services that would be subcontracted and the relevant experience of that subcontractor, including a statement that the proposed subcontractor(s) is/are eligible under the conditions of the RFP.



- 1.1.8 Consultants may only submit one proposal. A Consultant who submits more than one Proposal, or participates as a member of an association or joint venture in more than one Proposal will cause all the Proposals with that Consultant's participation to be disqualified.
- 1.1.9 Alternative Proposal(s) shall only be permitted, if so stated in the **SCT**.
- 1.1.10 The Proposal shall remain valid for the number of days stated in the **SCT**. In exceptional circumstances, the Purchaser may request that Consultants extend the Proposal validity period. The request and the Consultant's response shall be made in writing. The Consultant may refuse the request, but its Proposal will no longer be considered. The Consultant agreeing to the request will not be required or permitted to otherwise modify its Proposal for the period of the extension.
- 1.1.11 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **SCT** before the proposal submission date. Any request for clarification must be sent in writing, to the Purchaser's address indicated on the cover of this RFP. The term "in writing" used throughout these General Conditions of Tendering (GCT) means communicated in written form (e.g. by letter, e-mail or fax). The Purchaser will also respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.
- 1.1.12 At any time before the submission of Proposals, the Purchaser may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and shall be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Purchaser may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 1.1.13 The Consultant shall prepare the proposal in the English language and submit one original and the number of copies specified in the **SCT** to the submission address provided on the cover page of the RFP. The proposal shall be clearly marked "Original" or "Copy" as appropriate.
- 1.1.14 An authorised representative of the Consultants shall sign where so indicated in the PRS the original Technical and Financial Proposals. The authorisation shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorised to sign.
- 1.2. CORRUPT OR FRAUDULENT PRACTICES**
- 1.2.1 The Purchaser requires that Consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.



1.2.2 Should any corrupt, fraudulent, collusive, coercive or obstructive practices of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions when a satisfactory explanation is not received.

1.2.3 In pursuance of this requirement, the Purchaser will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent or other third party, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

1.3. ORIGIN OF GOODS AND CONSULTANCY SERVICES

1.3.1 Consulting Services, including all parties constituting the Consultant, shall not have the nationality of any country, and Goods and Services may not be supplied from those countries, prohibited by the legislation of VANUATU or by any international Agreement of which VANUATU is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The countries covered by this prohibition, and any conditions applicable, at the time of issuing this RFP are as listed in the **SCT**.

1.4. QUALIFICATIONS OF THE CONSULTANT

1.4.1 To qualify for an award of Contract, the Consultant shall demonstrate that he possess the necessary professional and technical qualifications or competence, financial resources, equipment and other physical facilities, managerial capability, experience in the required field of operation and personnel to perform the Contract, as indicated in the **SCT**. The Government of VANUATU requires that all Consultants/Suppliers performing a Contract in VANUATU are registered in VANUATU. This applies to both VANUATU and foreign Companies.

1.4.2 The Purchaser shall disqualify the Consultant if it finds that the information submitted in a Proposal concerning its qualifications is false, misleading or incomplete.

1.5. PROPOSAL SUBMISSION AND OPENING

1.5.1 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the RFP number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number, RFP number, and name of Tenderer and be clearly marked "**DO NOT OPEN BEFORE [PURCHASER to enter the date and time of the submission deadline indicated on the Cover Page of this RFP]**". Failure to comply fully with this Clause will constitute grounds for declaring the Proposal non-responsive and rejecting it.



- 1.5.2 The Proposal may only be delivered by hand, mail or by courier service to the address and by the time and date stated on the cover page of the RFP.
- 1.5.3 A Proposal received after the deadline for submission will remain unopened and may be collected by the Consultant if it so wishes. If not collected within 3 months after the proposal closing date it may be disposed off.
- 1.5.4 The Purchaser shall open the Technical Proposals immediately after the deadline for their submission. The envelopes with the Financial Proposals shall remain sealed and securely stored.
- 1.5.5 A Consultant may withdraw its Proposal by submitting a notice of withdrawal before the deadline for submission of Proposals. The notice must be submitted identifying the RFP Number and clearly marked "Withdrawal of Proposal". The withdrawal will be recorded at the Proposal Opening, but the withdrawn Proposal will not be opened or further considered.
- 1.5.6 The Consultant may amend its Proposal by submitting a notice of amendment before the deadline for submission of Proposals. The notice, and amended Proposal, must be submitted identifying the RFP Number and clearly marked "Amendment of Proposal" The amended Proposal will be opened and recorded at the Proposal Opening and considered in the subsequent evaluation of Proposals.
- 1.5.7 The Purchaser will not be responsible for, or pay for, any expense or loss, which may be incurred by a Consultant in the preparation of its Proposal.
- 1.6. EXAMINATION AND EVALUATION OF PROPOSALS**
- 1.6.1 Proposals properly received shall be evaluated in line with the evaluation criteria and selection method stated in the **SCT** by a Technical Officer appointed by the Chairperson of the Government of Vanuatu Central Tenders Board (CTB) on behalf of the Purchaser. The Technical Officer's determination of a proposal's responsiveness shall be based upon the contents of the proposal itself, and any supporting documents, as required.
- 1.6.2 To assist in the examination and evaluation of the Proposals, the Technical Officer may ask the Consultant for clarification of its Proposal. The Consultant may also be called upon to supply information additional to that provided in its Proposal to demonstrate to the satisfaction of the Technical Officer that the Consultant has the capacity to perform the Services specified. The Consultant shall within the time specified comply with any such requests. Should the Consultant fail to submit any or all of the information required, in the time stipulated, its Proposal may be treated as non-compliant and rejected.
- 1.6.3 Any attempt by a Consultant to influence the Technical Officer's evaluation of any Proposal or the CTB's award decisions will result in the rejection of its Proposal.
- 1.6.4 The Technical Officer shall evaluate the Technical Proposal on the basis of its responsiveness to the Terms of Reference given in Section 3. Using the



technical evaluation criteria set out in the **SCT** the Proposal shall be evaluated, including an analysis of weaknesses and strengths, and the technical score of the Proposal shall be determined by the addition of the scores awarded for all evaluation criteria.

1.6.5 The Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **SCT**.

1.6.6 Financial Proposals of technically responsive Proposals who achieved the minimum technical score shall be opened publicly in the presence of those Consultants' representatives who choose to attend and the respective Consultants will be informed in time to be able to make arrangements for participation in the financial opening. The name of the Consultants, their technical scores and their total price shall be read aloud and recorded. Minutes of the Financial Opening will be prepared and distributed to all Consultants who submitted a Proposal. Costs incurred by the Consultants' participation to the financial opening shall be borne fully by the Consultants.

1.6.7 In case other currencies were permitted, prices quoted by Consultants will be converted into a single currency and at the rate stated in the **SCT** for the purpose of the financial evaluation. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures the partial amount and words will prevail, unless in the opinion of the Technical Officer there is an obvious misplacement of the decimal point in the partial amount, in which case the total amount as quoted shall govern and the partial amount shall be corrected. In addition to the above corrections, cost of items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities.

1.6.8 The Consultant whose Proposal has achieved the highest combined score shall be recommended for award of Contract subject to any negotiations that may be required.

1.7. **NEGOTIATIONS**

1.7.1 Negotiations, if required, are likely to be held by the date and at the address indicated in the **SCT**.

1.7.2 Negotiations may include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organisation, staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Purchaser will record any agreed changes in the minutes which will be signed by both Parties and which will form part of the Contract.

1.7.3 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

1.7.4 Before contract negotiations, the Purchaser will require assurances that the Professional staff will be actually available. The Purchaser will not consider



substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or

for reasons such as death, medical incapacity or other reason acceptable to the Purchaser. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any such proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified.

1.7.5 The Purchaser reserves the right to request from the Consultant, at any time before contract signature, documentation supporting the data/information based on which its Expression of Interest was shortlisted at the REOI stage, and/or additional documentation supporting the data/information provided in its proposal. If the Consultant fails to provide such documentation, or the documentation is not satisfactory for the Purchaser, or if the documentation provided proves that the data/information provided at REOI stage or in its proposal was inaccurate or incorrect, the Purchaser will not enter into negotiations with that Consultant or, if negotiations have been initiated or concluded, shall not sign a contract under any circumstance. In these cases Art. 1.7.7 below shall apply accordingly.

1.7.6 At the end of these negotiations, after all material business, financial, technical and legal issues have been resolved, the Purchaser will incorporate the results of any negotiations into a draft Contract, which shall be initialled by both parties.

1.7.7 If negotiations fail, the Purchaser will invite the Consultant whose Proposal is ranked second to negotiate a Contract.

1.8. ACCEPTANCE OR REJECTION OF ANY OR ALL PROPOSALS

1.8.1 The Purchaser reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer(s).

1.9. APPROVAL AND NOTIFICATION OF CONTRACT AWARD

1.9.1 The Contract will be awarded to the Tenderer selected in accordance with the method of selection defined in the **SCT**.

1.9.2 Following the approval of the award the award decision shall be notified to all participating tenderers and no contract may be entered before 10 days have elapsed from the date of such notification.

1.10. DEBRIEFING OF UNSUCCESSFUL TENDERERS

1.10.1 Within 10 days of receipt of a written request by any unsuccessful Tenderer, but not before a contract is signed with the successful tenderer, the Purchaser shall communicate the reasons why its Tender was not successful.



1.11. SIGNING OF CONTRACT

1.11.1 10 days after the notification of the award decision to all participating tenderers the Purchaser shall send to the successful Tenderer two (2) sets of the unsigned Contract.

1.11.2 The successful Tenderer may be required to provide documentation, or additional documentation, evidencing its qualifications prior to Contract signature.

1.11.3 Within 7 days of receipt of the two (2) sets of the Contract Agreement the successful Tenderer shall sign, date and return both to the Purchaser.

1.11.4 The delegated representative of the Government of Vanuatu on behalf of the Purchaser will sign both Contracts and return one to the Tenderer.

1.12. DISPUTES AND SETTLEMENTS

1.12.1 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.

1.12.2 Failing successful negotiation any disputes will be settled by the courts in Vanuatu.



SECTION 2: SPECIAL CONDITIONS OF TENDERING

These Special Conditions of Tendering apply to this Request for Proposals (RFP) and supplement Section 1 - General Conditions of Tendering.

Clause Ref.	Heading	Description
1.1.1	Currency of Proposal	Vatu
1.1.2	Pre-proposal meeting	A Pre-Tender Meeting will not be held.
1.1.3	Person-days (unit rate), person-weeks or person-months or budget Continuity of Services Type of Contract	Daily rate base payment paid to the individual consultation. Possibility of extension pending performance review Partial Lump Sum Contract - The contract will be for up to 345 days over the period May 2021 to May 2023. The Lump Sum contract in which the service will be provide on the basis of fix Lump Sum rates and payment made on the basis of actual deliverables / milestones achieved.
1.1.4	Taxes	Inclusive of VAT and Duty
1.1.5	Proposal Response Schedules	Propose Response Schedule to be submitted, 1, 2, 3, 4, 5 and 6.
1.1.9	Alternative Proposals	Alternative proposals not allowed
1.1.10	Validity of Proposals	2 Months
1.1.11	Clarifications	For clarifications of the content of the RFP, and any further information contact: Jone Roqara National Project Manager / Engineer Vanuatu Project Management Unit



		Prime Minister's Office PO Box 192, Port Vila, Vanuatu Email: jroqara@vanuatu.gov.vu
1.1.13	Number of Copies	Consultants are required to submit 1 copy. The proposals shall be clearly marked 'Original' or 'Copy' as appropriate.
1.3.1	Prohibited Countries	The consultants must not be derived or generated from countries that have any dealings with a terrorist organisation or those relative to terrorism and child labour recognised under <i>United Nations Security Council resolution 1267</i> .
1.4.1.1	Qualifications of the Consultant	<p>Qualifications</p> <ul style="list-style-type: none"> • Master's Degree in management, architecture or engineering; extensive specific experience in lieu to a Master's degree may also be acceptable. • A first degree in Architecture, Building, Engineering or Construction management. <p>Experience</p> <ul style="list-style-type: none"> • A minimum 15 years' experience in managing building design and construction projects, including multi-storey commercial or specialised public buildings. • Vanuatu, Pacific-region or relevant international work experience is preferred. • Demonstrated experience in developing and maintaining effective working relationships with partners • Excellent written and spoken English and speaking and understanding of Bislama is a benefit
1.4.1.2	Qualifications of the Consultant	<p>Statutory Declaration</p> <ul style="list-style-type: none"> • VFSC Business Registration • Business License • VAT Certification of Compliance from Director DCIR
1.5.1	Proposal Submission and Opening	The Technical Component and Financial Component of the submission can be included in the same submission document and envelope, with Submission Schedules clearly headed.
1.5	Marking of Tender	<p>All Tenders to be marked as follows:</p> <p>CONFIDENTIAL 01/21/HoJ/PMS/VPMU Provision of Consultancy Services to Manage the Vanuatu Supreme Court Hall of Justice Project within the Prime Minister's Office Locked Tender Box Office of the Central Tenders Board Secretariat Ministry of Finance and Economic Management</p>



		<p>PMB 9058 Top Floor S.I.P Building Rue Pasteur Port Vila</p> <p>SUBMISSION DATE & TIME: 2pm, 28th April 2021 “Not to be opened before the tender opening session”</p>
<p>1.6.1, 1.6.4 1.6.5 & 1.9.1</p>	<p>Method of Selection</p> <p>Evaluation Criteria</p> <p>Minimum Technical Score</p>	<p>Selection process will be done on a panel base assessment.</p> <p>Substantive Response to Administrative Compliance, Technical compliance (ToR) and Financial compliance. The weighted assessment method is to be used.</p> <p>NA</p>



1.6.7	Single Currency for Price Evaluation	The currency of the Tender shall be VATU .
1.7.1	Date for Negotiations	Negotiation will eventuate 5 days after the Council of Ministers endorsement of Central Tender Board recommendation on this RFP, at Central Tender Office.
1.10.1	Debriefing of Unsuccessful Tenders	Replace '10 days' with '5 days'
1.10.1	Signing of Contract	Replace '10 days' with '5 days'



SECTION 3: TERMS OF REFERENCE

Supreme Court Hall of Justice Project Project Management Specialist (PMS) Terms of Reference Project Management Specialist

Position: Project Management Specialist

Location: Vanuatu Project Management Unit (VPMU), Prime Minister's Office (PMO), Port Vila, Vanuatu

Reporting to: VPMU Program Director

Expected date of Start: 19th May 2021

Duration: Intermittent – up to 345 days over the period May 2021 to March 2023.

Background.

The project will construct a new Supreme Court of the Republic of Vanuatu courthouse building, also known as the Supreme Court Halls of Justice. The Supreme Court is the superior court of Vanuatu. Fire destroyed the Supreme Court courthouse in 2007. The new courthouse will be constructed on the original site, located in the Joint Court precinct of Port Vila.

On 13 November 2019, the Council of Ministers (CoM) of the Government of Vanuatu (GoV) endorsed the design and construction of a new Supreme Court courthouse, with funding contributions from the Government of Australia (GoA – A\$3 million contribution), the Government of New Zealand (GoNZ – NZ\$3 million contribution) and Government of Vanuatu (GoV - Vt.600 million).

The CoM decision requires the courthouse to:

- Reflect a Melanesian style.
- Be sustainable.
- Be accessible to all citizens of Vanuatu.
- Be fit-for-purpose.
- Contain up to seven (7) courtrooms, nine (9) judge's chambers, two (2) holding cells, and be able to accommodate later additions or repurposing of spaces.
- Be constructed in accordance with the National Building Code for Vanuatu or relevant Australian/New Zealand or other regional codes where national codes do not exist.



The CoM decision established the following project implementation arrangements:

- The lead GoV agency is the Ministry of Justice and Community Services (MoJCS).
- The implementing agency supporting MoJCS is the Vanuatu Project Management Unit under the Prime Minister's Office.
- VPMU Project Steering Committee with Australia and New Zealand being observing members, will provide governance and high-level oversight.
- The project will be implemented using GoV systems and processes, including procurements pursuant to the Vanuatu Contract and Tenders Act.

Project Control

The Vanuatu Project Management Unit (VPMU) within PMO will project manage the project, under the day-to-day supervision of the National Project Manager / Engineer and the overall direction of the VPMU Program Director. VPMU will establish a Supreme Court **Project Support Team (PST)** who will regularly meet at the VPMU. The PST will comprise a **Project Management Specialist (PMS)** (this position) and other nationally and internationally recruited technical specialists as required. VPMU will recruit the PST; GoV will fund the technical specialists through the Supreme Court project account.

A Supreme Court project **Technical Working Group (TWG)**, comprising technical-level representatives from PWD / MIPU, MOJCS including development partners has been established for the project support. The PMS will be the secretariat for the TWG.

Project Development

MoJCS completed significant project feasibility work during 2019, assisted by the Australian-funded Vanuatu-Australia Police and Justice Program (VAPJP). This included the preparation of a concept design for the courthouse building, with preliminary cost estimates. The design was for a larger building than CoM has endorsed and currently there is no endorsed concept design. However, the concept design work demonstrated that the site can accommodate the building and ancillary uses, albeit with significant excavations. More cost estimating is required to ascertain how much of the new Supreme Court can be built with the available budget (the project will probably need to be phased).

The following project cycle will apply:

- Establish Project Support Team & planning
 - Establish a working relationship with the VPMU office, MOJCS, including familiarisation with VPMU and GoV processes and procedures.
 - Establish working relationship with project TWG and VPMU staff.
 - Establish the financial management principles for the project (ie how will the budget be managed, where will the funds be deposited, etc)



- Prepare a detailed project implementation schedule, reporting plan, procurement plans, and other project management requirements.
- Detailed design and Tendering for works (September 2021 to December 2021)
 - Prepare the design brief, which will also include engineering investigations of the site.
 - Prepare tender documents for detailed design of the building [likely to include construction supervision and contract administration also].
 - Run the tender process including preparation of the procurement plan, establishment of the tender panel, manage the tender through the GoV tendering process to Contract award.
 - Manage the design contract to develop a suite of documents suitable for inclusion in construction tender documentation.
 - Prepare the tender documents for building construction and purchase of fittings, fixtures and furniture.
- Building Approvals:
 - Obtain planning, environmental, and other safeguards approvals.
- Construction and post-construction (targeting award of contract by May 2021)
 - Run the tender and manage the contract award the Contract for Works.
 - Appoint the Contract Supervisor and monitor supervisor and construction.
 - Undertake contract administration.
 - Manage the completion of construction, commissioning, issue of notice of practical completion.
 - Manage the defects liability period.
- Project Management:
 - Assist with the coordination of stakeholder meetings and engagement with the project
 - Support VPMU Program Director keep updated with project progress reports.
 - Manage project issues and elevate where required

Purpose of the assignment

This is a project management, technical support, and liaison position. The project management specialist will provide support to the VPMU Program Director execute the Supreme Court Courthouse Construction Project (the **project**). This is a 'doing' role, not an advisory role. The PMS will work alongside the National Project Manager / Engineer, managing the day-to-day delivery of the project through the entire project cycle (see above). This will also include liaison, monitoring and reporting



implementation progress, and resolving issues. The PMS will help VPMU Steering Committee procure and manage consultant services and construction contracts.

Duties and responsibilities

Project Management

Working with the National Project Manager / Engineer, the PMS will:

- Prepare a detailed project implementation schedule, S-curve analysis, projected and actual expenditure analysis, and other project management and reporting tools.
- Establish an appropriate architectural and structural engineering quality assurance protocol.
- Track progress against milestones. Identify and respond to deviations. Manage project risks.
- Prepare procurement documentation for the engagement of design and supervision consultants, works contractors and for the purchasing of furniture, fittings and fixtures.
- Review the works contractor's progress reports. Join the National Project Manager / Engineer in contractor's site meetings. Prepare and distribute minutes and follow-up on agreed actions.
- Identify any necessary changes to resourcing and other implementation arrangements. Discuss and resolve with the VPMU Program Director, National Project Manager / Engineer, and project development partners.
- Prepare periodic progress reports (which include key risks and proposed mitigations) and other reports as required and provide advice to the VPMU Steering Committee and project development partners – Assist VPMU Program Director provide financial management oversight, including project audits.
- Assist VPMU Program Director and VPMU Environmental and Social Safeguards Officer ensure gender, environmental and social inclusion safeguards are satisfied, including updating and submitting the specific environmental management plan (SEMP) for the project.
- Track correspondence and maintain project files.
- Assist with steering committee and other stakeholder engagement as required.

Technical Support

Other technical specialists

The new Supreme Court will be a specialised building. VPMU may need inputs from individual specialists other than the PMS, for instance, the peer review aspects of the design brief and the detailed design and documentation. Accordingly, the PMS may be required to assist the Principal Architect:

- Write terms of reference (ToR) for specialist technical inputs.
- Prepare shortlists of candidates and recommend whom VPMU should recruit.
- Negotiate consultant services contracts.
- Supervise specialists, and ensure outputs are satisfactory and comply with contract specifications.



- Administer commercial and financial aspects of contracts.

Project approvals and plans

The PMS will assist to write submissions and applications for approvals and plans, including but not limited to:

- A Government Investment Project (GIP) approval and project identifier.
- A Planning permit from the Port Vila Municipal Council (PVMC).
- Ensure that the building complies with the Vanuatu Building Act and the Vanuatu Building Code.
- An Environmental Management Plan approved by the Department of Environmental Protection and Conservation (DEPC).
- Tender Evaluation and Probity Plans (TEPP – Procurement Plan) for all contracts to be procured through competitive open tender.
- The PMS will ensure the building is designed and constructed to comply with the Building Act and the Vanuatu Building Code.

Design and construction supervision & contract administration contract

Working with the VPMU Program Director and National Project Manager/ Engineer, the PMS will:

- Prepare a detailed ToR for engineering investigations and detailed design (a Design Brief) suitable for tendering. Recruit and manage any other technical consultants required to Peer Review into the Design Brief.
- Prepare a detailed ToR for construction supervision and contract administration suitable for tendering. The consultant services contract will cover both detailed design and supervision.
- Prepare all tender documents, including a draft contract.
- Manage the tender and tender evaluation process in accordance with the approved TEPP.
- Manage the design phase of the contract, including:
 - Respond to requests for clarifications from the consultant.
 - Help the consultant access information, liaise with stakeholders, and similar.
 - Review the consultant's progress reports and milestone deliverables. Pass on to specialist peer reviewers as necessary. Assure quality and compliance with contract specifications.
 - Negotiate and recommend to VPMU Steering Committee any variations to the consultant contract required.
 - Review the consultant's invoices and prepare interim payment certificates.
- Manage the construction supervision and contract administration (supervision) phase of the contract, including:



- Review the consultant's technical reports, progress reports, project meeting notes, and instructions to the contractor. Provide responses and guidance as required. Pass on to specialist peer reviewers as required.
- Assure quality and compliance with the supervision portion of the contract.
- Intervene as necessary to ensure an effective working environment between the supervision consultant and the works contractor.
- Negotiate and recommend to VPMU any variations to the consultant contract required.
- Review the consultant's invoices and prepare interim payment certificates; prepare the final payment certificate.

Contract for Works

Working with the National Project Manager / Engineer, the PMS will:

- Ensure the completeness and suitability of the construction tender documents produced by the design and supervision consultant (see above).
- Manage the works contract tender and tender evaluation process in accordance with the approved TEPP.
- Help the contractor mobilise and liaise with authorities and stakeholders.
- Work with the supervision consultant as described above, including:
 - Check that the contractor's construction management plans and the contractor's environmental management plan (CEMP) are fit-for-purpose.
 - Ensure the contractor complies with applicable GoV laws, regulations and policies.
 - Review the consultant's recommendations to the Engineer (incl. no-cost contract variations) and to the Employer's Representative (incl. contract variations with cost implications; major change of scope). Advise the Engineer how to respond.
 - Review the consultant's draft interim payment certificates (IPCs) for consideration by the Engineer. Advise the Engineer how to respond.
 - Manage other contractual matters.
 - Review the consultant's recommendation to certify practical completion
- Manage the defects liability period.

Operations and maintenance plan and contract

The new Supreme Court building will be operated and maintained by the Supreme Court of the Republic of Vanuatu (the Court), which is a Constitutional Office. The Chief Registrar of the Court manages judicial premises and assets. Project partners expect the Court to receive sufficient annual National budget allocations to cover



recurrent costs of the new Supreme Court building. However, the Court will need stronger systems and processes (and possible, personnel) to manage the building. Working with the National Project Manager / Engineer, the Supreme Court Chief Registrar's office, and other Project partners, the PMS will:

- Prepare a detailed assessment of recurrent costs for operating and maintaining the new Supreme Court building.
- Prepare an operating and maintenance plan, covering 10 years.
- If agreed by the Court and GoV central agencies, prepare a multi-year performance-based period maintenance and repair contract suitable for tendering. Assist with the tender and contract award process.
- Prepare operations and routine maintenance guidelines and manuals. Help train staff of the Chief Registrar.

These tasks may need short-term specialist inputs.

Liaison and reporting

Liaison

The PMS will assist the VPMU Program Director ensure full and effective liaison between agencies, project partners, utility owners, affected persons, and other stakeholders during planning, design and construction. The PMS will work from the VPMU office and essentially will be an attached staff consultant.

The PMS will help the design and supervision consultant and the works contractor as required.

The PMS may also need to occasionally liaise directly with the VPMU management team and other key government agencies.

Reporting

The PMS will help the National Project Manager / Engineer report project progress and issues, including:

- Overall project progress and issues reporting to the VPMU Steering Committee.
- Monthly progress and issues reporting to the VPMU Program Director, generally before each monthly project meeting.
- Exception reporting to the VPMU Program Director and project partners.
- Monthly reporting to the VPMU Program Director on progress and issues under the PMS contract.

Reports directly to VPMU Program Director (Employer's Representative)

Liaises directly with National Project Manager / Engineer (Engineer to the Contract)

TWG – consisting of key government agencies and other relevant government authorities.



Special conditions

The PMS will work from VPMU office within PMO central office, Port Vila. His/her 345 days of inputs (up to) will be made during (up to) 10-15 in-Country visits over the three-year project period (up to the defects liability period). Some home office inputs may be acceptable by agreement.

Selection criteria

Qualifications

- Master's Degree in management, architecture or engineering; extensive specific experience in lieu to a Master's degree may also be acceptable.
- A first degree in Architecture, Building, Engineering or Construction management.

Experience

- A minimum 15 years' experience in managing building design and construction projects, including multi-storey commercial or specialised public buildings.
- Vanuatu, Pacific-region or relevant international work experience is preferred.
- Demonstrated experience in developing and maintaining effective working relationships with partners
- Excellent written and spoken English and understanding of Bislama is a benefit



Deliverables

Deliverable	Type	Submission deadline
Inception Report	documentation	Within four weeks of mobilising
Quarterly report to the project steering committee (PSC); minutes of PSC meetings	report	Within five days before the date of the PSC meeting; within three days of the PSC meeting
Monthly report to the VPMU Program Director	report	Within two days of each monthly project meeting
By-exception reports as required, to the VPMU Program Director and project partners	report	Within two days of the exceptional event/issue arising
Overall Project Procurement Plan & Tender Evaluation and Probity Plans (TEPPs)	documentation	According to the project implementation schedule
Detailed design and supervision tender package	documentation	According to the project implementation schedule
Tender evaluation reports & other reports required by TEPPs/COM papers	report/ documentation	According to the project implementation schedule
Minutes to the National Project Manager / Engineer (Engineer to the Contract) and the VPMU Program Director (the Employer's Representative to the contract for works) advising how to respond to recommendations from the design and supervision consultant (the Delegated Engineer's Representative)	documentation	Within two days of receiving the recommendation from the design and supervision engineer
Other contract-related assessments and recommendations	documentation	As required
Defects liability period documents, including Notices of Non-Conformance, and Final Defects Report and Recommendation to Release Retention	documentation	As required



Duration

Intermittent – up to 345 days over the period July 2020 to June 2023

Work Element	Estimate Days Work
Preparation of startup documentation	10
Preparation of design brief and documentation for engagement of design & supervision consultant and peer reviewer(s)	15
Manage tender process for engagement of design consultant and peer reviewers	20
Manage design development and preparation of construction tender documents	30
Manage contract awards with Design and Supervision Consultants , Contractor and Peer Reviewers	30
Manage works tender process to approval by CTB and COM	20
Manage construction works phase (10 days per month) including relationships and communications between Design & Supervision Consultant, Contractors and TWG	180
Reporting	30
Project Closeout	10
Total Estimated Days	345



SECTION 4 PROPOSAL RESPONSE SCHEDULES

Name:

RFP NUMBER:	01/21/HoJ/PMS/VPMU
DESCRIPTION:	Provision of Consultancy Services to Manage the Vanuatu Supreme Court Hall of Justice Project within the Vanuatu Project Management Unit, Prime Ministry Office
PURCHASER:	Vanuatu Project Management Unit Prime Minister Office PMB 9057, Port Vila, Vanuatu
SUBMISSION ADDRESS:	Locked Tender Box Central Tender Board Office Ministry of Finance & Economic Management Top Floor S.I.P Building Rue Pasteur Port Vila.
SUBMISSION TIME & DATE:	2:00 pm, 28 th April 2021



**PROPOSAL RESPONSE SCHEDULE 1:
TECHNICAL SUBMISSION FORM**

To: Prime Minister's Office
PMB 9057
Port Vila, Vanuatu

We agree to be bound by the **General Conditions of Tendering, General Conditions of Contract, Special Conditions of Tendering** and **Special Conditions of Contract** and we hereby submit our Proposal, to perform the services (insert title and description) in conformity with the Request for Proposals and in accordance with the Proposal Response Schedules included in our Proposal, as per the provisions of the RFP.

We are submitting our Proposal in association with: **NO Other persons or organisation.**

Our Proposal shall be valid for the period of time specified in the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If negotiations are held during the period of validity of the Proposal we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand that all provisions and conditions of the RFP (as amended via Addendum, if applicable) are fully applicable to our Proposal.

We further understand that you are not bound to accept any or all Proposals that you may receive.

Signed:

Name:

Title/Position:

Authorised for and on behalf of the Contractor:



**PROPOSAL RESPONSE SCHEDULE 2:
CONSULTANT'S EXPERIENCE**

PART A - Consultant's Experience

[Using the format below, Consultant to provide information on each assignment for which your organisation, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major organisations within an association, for carrying out consultancy services similar to the ones requested under this assignment. Use maximum 5 pages.]

Assignment name:	Approximate value of the contract:
Location & Country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address of Client:	Approximate value of the services provided by your organisation under the contract:
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by your organisation:
Name of associated Consultants, if any:	Name of senior professional staff of your organisation involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

We certify that all information and data in this form is accurate and correct. We further understand that supporting documentation proving data / information provided by us in this form may be required by the Purchaser at any stage before signature of contract, and our failure to provide such documentation, acceptable to the Purchaser, may result in the rejection of our proposal, and in disqualification from any further procurement exercises carried out by the Purchaser.



PART B - CURRICULUM VITAE (CV)

1	Proposed Position	[Only one candidate shall be nominated for each position]			
2	Name of Firm	[Enter name of firm proposing the staff]			
3	Name of Staff Years with Firm/Entity	[Enter full name] [Enter no. of years]			
4	Date of Birth	[Enter day/month/year]	Nationality	[Enter nationality]	
5	Education				
6	Membership of Professional Associations				
7	Other Training				
8	Countries of Work Experience	[List countries where staff has worked in the last ten years]			
9	Languages (5 Fluent down to 1 Poor)	Language	Speaking	Reading	Writing
10	Employment Record	[Starting with present position, list in reverse order every employment held by staff member for past ten years, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.]			
		From:		To:	
		Employer:			
		Position Held:			
		From:		To:	
		Employer:			
		Position Held:			
		From:		To:	
Employer:					
Position Held:					
11	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under this point 11.]			
		Assignment No 1			
		Employer:			
		Name of assignment:			
		Location:		Year:	
		Positions held:			
		Main project features:			
Activities performed:					



	Assignment No 2	Employer:
		Name of assignment:
		Location: _____ Year: _____
		Positions held:
		Main project features:
		Activities performed:
	Assignment No 3	Employer:
		Name of assignment:
		Location: _____ Years: _____
		Positions held:
		Main project features:
		Activities performed:
12	Referees	[Insert the names and contact details of the referees for the last 4 employment positions]

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and me. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I further understand that the Purchaser may require additional documents supporting the data and information provided in this CV and that my failure to provide such documentation satisfactory to the Purchaser may lead my disqualification or dismissal, if engaged.

Signature of staff member:	Date:
OR	
Name and Signature of authorised representative of staff member:	Date:

Signed:
 Name:
 Title/Position:
 Authorised for and on behalf of:
 Contractor:
 Address:



**PROPOSAL RESPONSE SCHEDULE 3:
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are required to present your Technical Proposal (maximum [Purchase to insert number] pages, inclusive of charts and diagrams but excluding CVs) divided into the following four chapters:

- a) Understanding of and comments on the Terms of Reference
- b) Technical Approach and Methodology
- c) Work Plan, and
- d) Organization and Staffing.

a) Understanding of and comments on the Terms of Reference. Enter any relevant comments on the Terms of Reference

b) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. The assumptions and risks underlying the carrying out of the services should also be identified and discussed here, together with a strategy for minimizing and managing risks.

c) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Purchaser), and delivery dates of the reports. The proposed work plan should be consistent with the Technical Approach and Methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule – refer to Proposal Response Schedule 7).



**PROPOSAL RESPONSE SCHEDULE 4:
WORK SCHEDULE**

N°	Activity ¹	Weeks ²						
		1	2	3	4	5	6	n
1								
2								
3								
4								
5								
6								
n								

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



**PROPOSAL RESPONSE SCHEDULE 5:
FINANCIAL SUBMISSION FORM**

To:

We agree to be bound by the **General Conditions of Tendering, General Conditions of Contract, Special Conditions of Tendering and Special Conditions of Contract** and we hereby submit our attached Financial Proposal for the sum of:

	CURRENCY & AMOUNT	
--	----------------------	--

[Total Proposal Price in words]

This amount is

- Exclusive of VAT and duties
 Inclusive of VAT and duties

We confirm that our Proposal shall remain valid, from the closing date, for the period stated in the RFP.

Our Financial Proposal is binding upon us and shall be subject to any modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any or all Proposals you receive.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



**PROPOSAL RESPONSE SCHEDULE 6:
BREAKDOWN OF COSTS
TIME BASED CONTRACT**

1. Person-day fee rates

Name of Expert	Position/ Job Title of Expert	Person-day fee (unit rate)	Number of Working Days	Total Price [Insert currency]
TOTAL				

Notes:

2. Reimbursable Costs Payable

Item	Unit & Quantity	Unit Cost [Insert currency]	Total Price [Insert currency]
International Airfares (return trips to Vanuatu)	20		
Accommodation			
Per Diems			
Other expenses			
Total			

3. Total Financial Proposal

Item	Total Price [Insert currency]
Person-day fee rates	
Reimbursable Costs Payable	
Total	

Note: All prices in the Financial Proposal are:

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

Signed:
Name:
Title/Position:
Authorised for and on behalf of:
Contractor:
Address:



SECTION 5 GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

5.1	GENERAL PROVISIONS	37
5.2	RELATIONSHIP BETWEEN THE PARTIES.....	38
5.3	AUTHORITY OF MEMBER-IN-CHARGE.....	38
5.4	NOTICES	39
5.5	OBLIGATIONS OF THE PURCHASER	39
5.6	OBLIGATIONS OF THE CONSULTANT.....	40
5.7	CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS.....	41
5.8	PERFORMANCE OF THE SERVICES	42
5.9	INDEMNIFICATION AND INSURANCE REQUIREMENTS.....	42
5.10	VARIATION ORDERS	43
5.11	TERMS OF PAYMENT	43
5.12	TERMINATION AND SUSPENSION.....	44
5.13	DISPUTES AND SETTLEMENT	45
5.14	FORCE MAJEURE	45
5.15	INTEGRITY/ PROBITY	46



SECTION 5 GENERAL CONDITIONS OF CONTRACT

5.1 GENERAL PROVISIONS

- 1) The **Purchaser** is the Government of Vanuatu Procuring Entity stated in the Contract Agreement.
- 2) The **Consultant** is the entity stated in the Contract Agreement.
- 3) The Contract Documents listed in the Contract Agreement represents the entire and integrated Contract between the Purchaser and the Consultant. The Contract is governed by and shall be construed in accordance with the laws of Vanuatu, and the ruling language of the Contract is English.
- 4) All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract.
- 5) All correspondence relating to the Contract between the parties and their representatives, and all documents shall be in English.
- 6) Neither the Purchaser nor the Consultant shall assign, in whole or in part, their obligations under the Contract, except with the prior consent of the other party.
- 7) In these Conditions of Contract, and the Special Conditions of Contract, the following words and expressions shall have the meaning as stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

Consultant means the person or organisation stated in the Contract Agreement whose Proposal to provide the Services has been accepted by the Purchaser;

Consultant's Representative means the person named in the **SCC** who represents the consulting entity or entities that make up the "Consultant" and who shall be the point of Contact for the "Consultant" to which all Notices issued by Purchaser under this Contract shall be directed. If the "Consultant" consists of several entities, the "Consultant's Representative" shall be sourced from the "Member-in-Charge".

Contract means the signed Contract Agreement, and the documentation specified therein, as entered into between Purchaser and the Consultant for the performance of the Services;

Contract Manager means the person named in the **SCC**, who manages the implementation of the Contract on behalf of the Purchaser;

Contract Price means the price stated in the Contract and thereafter as adjusted in accordance with the provisions of the Contract;

Date for Commencement means the date specified in the **SCC** by which the Consultant will be required to commence the Services;

Date for Completion means the date specified in the **SCC**, by which the Services are required to be substantially completed;



Days mean working days, **Weeks** means working weeks and **Months** means working months;

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);

Member means any of the entities that make up the joint venture, consortium or association for the Consultant Services, and **Members** means all of them;

Member-in-Charge means the entity appointed by the Members to act for an on behalf of the Members in any discussions with Purchaser regarding the Services.;

Personnel means professional and support staff, provided by the Consultant, or by the Members, and assigned to perform the Services or any part thereof.

Foreign Personnel means such professionals and support staff who at the time of being so provided have their domicile outside of VANUATU; **Local Personnel** means such professionals and support staff who at the time of being so provided have their domicile inside VANUATU. **Key Personnel** are those listed in the **PRS** to the Contract;

Purchaser means the Procuring Entity stated in the Contract Agreement;

Services are what the Contract requires the Consultant to provide;

Schedule of Prices means any schedule included in the Contract which shows the respective unit rate of payment for supply of the Services;

Site means the place(s) of performance of the Services specified in the Contract;

Terms of Reference means the statement set out in the Contract specifying and describing the Services.

Titles and 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.

5.2 RELATIONSHIP BETWEEN THE PARTIES

- 1) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between Purchaser and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

5.3 AUTHORITY OF MEMBER-IN-CHARGE

- 1) If the Consultant is a joint venture, consortium or association (this does not include sub-consultancy) all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the Contract, but shall appoint one party/entity to act as the Member-in-Charge with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of Purchaser.
- 2) In the case that the Consultant consists of a joint venture or consortium or association of more than one entity, the Members hereby authorise the entity



specified in the **SCC** to act as Member-in-Charge and the person specified in the **SCC**, sourced from the Member-in-Charge, to act as the Consultant's Representative on their behalf in exercising all the Consultant's rights and obligations towards Purchaser under this Contract, including without limitation the receiving of instructions and payments from Purchaser.

5.4 NOTICES

- 1) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to the Purchaser or to the Consultant's Representative, as the case may be, or when sent to the address specified in the **SCC**.
- 2) A Party may change its address for the delivery of notices by giving the other Party notice in writing of such change to the address specified in the **SCC**.

5.5 OBLIGATIONS OF THE PURCHASER

5.5.1 General Obligations

- 1) The Purchaser shall appoint a Contract Manager, as specified in the **SCC**, for the Services and shall provide written notice to the Consultant of such an appointment. The Purchaser may from time to time replace the Contract Manager by giving written notice to the Consultant of such replacement.
- 2) Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Purchaser or the Consultant may be taken or executed by the Contract Manager or Consultant's Representative as the case may be.

5.5.2 Payments

- 1) The Purchaser shall pay to the Consultant the sums due under the Contract for Services provided. Payments shall be made in accordance with Article 5.11.

5.5.3 Information

- 1) The Purchaser shall so as not to delay the Services and within a reasonable time give to the Consultant free of cost all information in his power to obtain which may pertain to the Services.

5.5.4 Assistance and Exemptions

- 1) The Purchaser shall use its best efforts to ensure that it shall provide the Consultant such assistance and exemptions as specified in the **SCC**.

5.5.5 Services, Facilities and Property of Purchaser

- 1) The Purchaser shall make available free of charge to the Consultant the services, facilities and property as stated in the Terms of Reference.
- 2) Anything supplied by or paid for by the Purchaser or the Contract Manager for use by the Consultant shall be the property of the Purchaser and where practicable shall be so marked. When the services are completed or terminated the Consultant shall furnish inventories to the Purchaser of what has not been consumed in the performance of the services and shall deliver it as directed by the Purchaser.



5.6 OBLIGATIONS OF THE CONSULTANT

5.6.1 Standard of Performance

- 1) The Consultant shall perform the Services and carry out their obligations hereunder 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. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Consultants or Third Parties.

5.6.2 Assignment and sub-letting

- 1) The Consultant shall not without the written consent of the Purchaser assign the benefits from the Agreement.
- 2) Neither the Purchaser nor the Consultant shall assign obligations under the agreement without the written consent of the other party.
- 3) The Consultant shall not without the written consent of the Purchaser initiate or terminate any sub-contract for performance of all or part of the Services.

5.6.3 Intellectual Property and Copyright

- 1) The Consultant retains intellectual property and copyright (IP) in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Consultant, unless otherwise provided in the **SCC**. The Purchaser shall be entitled to use them or copy them for the purpose for which they are intended and need not obtain the Consultant's permission for such use.

5.6.4 Conflict of Interests

- 1) The Consultant shall hold the Purchaser's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.6.5 Consultant Not to Benefit from Commissions Discounts, etc.

- 1) The payment of the Consultant pursuant to Clause 5.11 hereof shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- 2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Purchaser.



5.6.6 Consultant and Affiliates Not to Engage in Certain Activities

- 1) The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

5.6.7 Prohibition of Conflicting Activities

- 1) The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

5.6.8 Confidentiality

- 1) Except with the prior written consent of the Purchaser, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.6.9 Consultant's Actions Requiring Agency's Prior Approval

- 1) The Consultant shall obtain the Purchaser's prior approval in writing before taking any of the following actions:
 - a) Entering into a subcontract for the performance of any part of the Services;
 - b) Appointing such members of the Personnel not listed by name in the **PRS**; and
 - c) Any other action that may be specified in the **SCC**.

5.6.10 Reporting Obligations

- 1) The Consultant shall submit to the Purchaser the reports and documents specified in the Terms of Reference hereto, in the form, in the numbers and within the time periods set forth in the Terms of Reference. Final reports shall be delivered in electronic format in addition to the hard copies specified in the Terms of Reference.

5.7 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

5.7.1 General

- 1) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in the Terms of Reference. The Key Personnel and sub-consultants listed as well as by name in the **PRS** are hereby approved by Purchaser.



5.7.2 Removal and/or Replacement of Personnel

- 1) Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 2) If the Purchaser (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Purchaser.
- 3) The Consultant shall have no claim for additional costs arising out of, or incidental to, the removal and/or replacement of Personnel.

5.8 PERFORMANCE OF THE SERVICES

5.8.1 Location

- 1) The Services shall be performed at such locations as are specified in the **SCC** and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.

5.8.2 Effectiveness of Contract

- 1) This Contract shall come into force and effect on the date (the "Effective Date") the Agreement is signed by both Parties or on such other conditions as may be stated in the **SCC**.

5.8.3 Commencement of Contract

- 1) The Consultant shall commence the Contract not later than the number of days after the Effective Date specified in the **SCC**.

5.8.4 Completion of Contract

- 1) The Contract shall end by the date specified in the **SCC**.

5.9 INDEMNIFICATION AND INSURANCE REQUIREMENTS

5.9.1 Professional Indemnity Insurance

- 1) The Consultant shall maintain professional indemnity insurance, if required in the **SCC**, in an amount not less than that stated in the **SCC** for anyone occurrence or series of occurrences arising out of this Agreement and for the period stated in the **SCC**, and provided always that such insurance is available at commercially reasonable rates. The Consultant shall immediately inform the Purchaser if such insurance ceases to be available on the terms required by this Condition at commercially reasonable rates in order that the Purchaser and the Consultant can discuss means of best protecting the respective positions of the Purchaser and the Consultant in the absence of such insurance.



5.9.2 Public Liability Insurance

- 1) As stipulated in the **SCC** and in the sum stated if applicable.

5.9.3 Insurance Documentation

- 1) Within 14 days of Contract signature the Consultant shall produce for inspection insurance certificates to show that the insurance cover required by the Purchaser is being maintained against the risks, and for the coverage for the duration of the Contract as shall be specified in Clauses 5.9.1 and 5.9.2 above.
- 2) The Consultant 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 Purchaser.
- 3) If the Consultant does not provide the insurance certificates required, the Purchaser may effect the insurance which the Consultant should have provided and recover the premiums Purchaser has paid from payments otherwise due to the Consultant or, if no payment is due, the payment of the premiums shall be a debt due.

5.10 VARIATION ORDERS

- 1) The Purchaser may prepare a Variation Order making changes to the Services, timing and/or cost of the Contract and submit it, with a brief justification for the variation, to the Consultant for acceptance and, if accepted, the Purchaser shall issue the Variation Order to the Consultant.
- 2) The Consultant may submit a written proposal to the Purchaser requesting a variation in the Services. 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 Purchaser agrees to the proposal, it shall prepare and issue the Variation Order to the Consultant.
- 3) By signing and returning a copy of the Variation Order, the Consultant agrees to the terms and conditions of the Variation Order.

5.11 TERMS OF PAYMENT

5.11.1 General

- 1) The total payments made to the Consultant for the provision of the Services under the Contract shall not exceed the Contract Price stated in the Contract Agreement, except for Variation Orders made to the Contract as provided for in Clause 5.10.
- 2) Payments will be made to the Consultant according to the terms stated in the **SCC**.
- 3) Payment shall be made within 30 days of receipt of acceptance of the invoice and the relevant documents and within 60 days in the case of the final payment. The Consultants' Personnel providing Services under this Contract, during the course of their work (including field work) under this Contract, may be required, as stated in the **SCC**, to complete time sheets or other such documents used to identify time spent, as well as expenses incurred, as instructed by the Purchaser's Authorised Representative.
- 4) If and Advance Payment is allowed as detailed in the **SCC**, the first payment shall be made against the provision by the Consultant of an Advance



Payment Guarantee for the same amount in the format provided. Other payments shall be made after the conditions listed in the **SCC** for such payment have been met, and the Consultant has submitted an invoice to Purchaser specifying the amount due.

5.11.2 Payment on Termination

- 1) Upon termination of this Contract the Purchaser pursuant to 5.12 shall make the following payments to the Consultant:
 - a) Remuneration for Services satisfactorily performed prior to the effective date of termination; and
 - b) Except in the case of termination pursuant to 5.12.1 reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the repatriation travel of the Personnel and their eligible dependents.

5.11.3 Taxes and Duties

- 1) Refer to **SCC**.

5.12 TERMINATION AND SUSPENSION

5.12.1 Termination for Default

- 1) The Purchaser may, without prejudice to any other remedy for breach of Contract and written notice default sent to the Consultant, terminate the Contract in whole or in part if the Consultant:
 - a) Does not remedy a failure in the performance of its obligations, as specified in a Notice of Suspension pursuant to Clause 5.12.5 within 30 days after being notified or within a further period as Purchaser may have subsequently approved in writing;
 - b) Fails to perform any other obligation under the Contract; or
 - c) Has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

5.12.2 Termination for Insolvency

- 1) The Purchaser may at any time terminate the Contract by giving notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

5.12.3 Termination for Convenience

- 1) The Purchaser may, without cause, by written notice order the Consultant to terminate its engagement under the Contract. Upon such termination, the Consultant shall be paid for the Services performed up to the point of termination provided that any such Consulting Services were not late or otherwise overdue for completion at the date of termination. The Consultant shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser, of all outstanding subcontracts.

5.12.4 Termination by the Consultant

- 1) In the event that:



- a) The Purchaser fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 5.13.2 hereof within 45 days after receiving written notice from the Consultant that such payment is overdue.
 - b) As the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 days.
- 2) The Consultant may terminate this Contract on the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. The Consultant shall give a not less than 30 days' written notice of termination to Purchaser.

5.12.5 Suspension of Payments

- 1) The Purchaser 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, provided that such Notice of Suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding 30 days after receipt by the Consultant of such notice of suspension.

5.12.6 Suspension of Funding

- 1) In the event that funding is suspended, from which part of the payments to the Consultant are being made, the Purchaser will notify the Consultant of such suspension within 7 days of having received advice of the suspension of funding.

5.12.7 Suspension of the Services

- 1) In the event that the Services are suspended due to circumstances beyond the control of the Purchaser or the Consultant, the Purchaser shall after due consultation with the Consultant, determine any extension of time and the amount that shall be added to the Contract Price to which the Consultant is entitled.

5.13 DISPUTES AND SETTLEMENT

5.13.1 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. Failing successful negotiation the courts in Vanuatu will settle any disputes in line with the laws of the Republic of Vanuatu.

5.14 FORCE MAJEURE

5.14.1 No Breach of Contract

- 1) The failure of a Party to fulfil 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and



conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.14.2 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.

5.14.3 Payments

- 1) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

5.15 INTEGRITY/ PROBITY

- 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 Purchaser, or the Purchaser's Representative, to demand bribes or gifts in relation to this contract.



SECTION 6 SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract apply to this particular Request of Proposals (RFP) and supplement Section 5 General Conditions of Contract. The **SCC** will be updated and included in the Contract Documents when these are prepared for issue to the selected Consultant.

Clause Ref	Heading	Description
5.1(7) 5.3 (2) 5.4	Consultant's Representative	The Consultant is represented by: [Enter name of person] [Enter contact address] Tel: [enter telephone number] Fax: [enter fax number] E-mail: [enter e-mail address]
5.1(7) & 5.5.1(1)	Contract Manager	The Contract Manager appointed by Purchaser is: [Anna Salwai Tavo] [VPMU Program Director] [Vanuatu Project Management Unit, PO Box 192, Port Vila, Vanuatu] Tel: [678 33240] VOIP: Fax: Not Available E-mail: asalwai@vanuatu.gov.vu
5.1(7) 5.8.3(1)	Date for Commencement	[Enter date]
5.1(7) 5.8.4(1)	Date for Completion	[Enter date]
5.3(1)	Member-in-Charge (Joint Venture/ Consortium/ Association)	The Member-in-Charge is: [Enter name of entity]
5.4	Notices	The addresses for submitting Notices shall be: <u>For Purchaser</u> [Anna Salwai Tavo] [VPMU Program Director] [Vanuatu Project Management Unit, PO Box 192, Port Vila, Vanuatu] Tel: [678 33240] VOIP: Fax: Not Available E-mail: asalwai@vanuatu.gov.vu <u>For the Consultant</u> [Enter name of the Consultant's Representative] [Enter name of Consultant]



Clause Ref	Heading	Description
		[Enter address of Consultant] [Enter contact details]
5.5.4	Assistance and exemptions	The Purchaser shall provide the following assistance: [Enter as appropriate]



5.6.3(1)	Intellectual property and copyright	All project material is the intellectual property of the Purchaser
5.6.9(c)	Actions requiring Purchaser's prior approval	The following actions shall require Purchaser's prior approval: [Enter details]
5.8.1(1)	Location	The services are to be performed in Port Vila and country of origin upon approval by the Purchaser
5.8.2(1)	Effectiveness of Contract	The date of effectiveness is: [Enter date]
5.9.1(1) & 5.9.2(1)	Insurances to be taken out	The Purchaser shall state: Professional Indemnity Insurance is NOT required Public Liability Insurance shall be 10million vatu
5.11.1 (2) & (3)	Payment Schedule	Payments will be made to the Consultant as follows: Based on days worked, submitted at months end
5.11.1 (4)	Advance Payment	An Advance Payment shall be [enter details] Conditions applicable for other payments shall be [Enter details]
5.11.3	Taxes and Duties	Exempted



SECTION 7 FORMS

Sample forms are attached for use as applicable:

FORM 1 – Contract Agreement

FORM 2 – Advance Payment Security (Bank Guarantee)

FORM 3 – Time Sheet



FORM 1 - Contract Agreement

Contract No:	
Brief Description:	

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

Whereas the Purchaser has accepted the Proposal of the Contractor [Purchaser to enter reference number and date] for the provision of Services in the sum of: [Purchaser 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 Contractor's Proposal including the Response Schedules
- (e) Other documents [Purchaser to enter as required]

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

The Purchaser hereby agrees to pay the Contractor in consideration of the delivery of the Services 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 Purchaser		For the Contractor	
Signature:		Signature:	
Date:		Date:	



FORM 2 - 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 [enter name of the Consultant] ('the Consultant') 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 in words]¹ is to be made against an advance payment guarantee.

At the request of the Consultant, we [enter name 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 Consultant is in breach of any 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 Consultant in its account number [Enter Consultant'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 Consultant 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 Consultant in its bank account until [Enter 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 [Enter six months/one year], 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:

All text in [] is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

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

² Insert the date stipulated in the Contract for completion of Services.



FORM 3 – Time Sheet

Project:
Month:
Name of Expert:
Position/ Job Title of Expert:

Day	Days Worked	Comments (if applicable)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
Total		

Signature of Expert

Signature of [either the Consultant's Representative or delegated Team Leader]

Date

Date