



REQUEST FOR QUOTATIONS (RFQ) PHYSICAL SERVICES

RFQ PHYSICAL SERVICES NUMBER:

To:

Date:

The **[Enter Purchasers name]** (the Purchaser) invites you to submit your quotation for carrying out the services as described herein. Any resulting contract shall be subject to the attached General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). At the time the Contract is awarded the Purchaser reserves the right to increase or decrease the quantities of the Services up to 20%.

SECTION A: QUOTATION REQUIREMENTS

- 1) Description of Services and Location:
[Brief Description of the Services required, including the location]
- 2) Quotations should be:
Inclusive of VAT and duties or Exclusive of VAT and duties **[Specify as required]**
- 3) Services are to commence: [date] Services are to be completed by: [date]
- 4) Quotations must be valid for [number of days] from the Submission Date and Time given below.
- 5) Quotations and supporting documents as specified in Section B must be marked with the RFQ Physical Services Number given above and indicate your acceptance of the stated terms and conditions.
- 6) Quotations must be received no later than the Submission Date and Time being: [time] on [date] by mail or hand delivered to the address specified below.
- 7) Quotations must be returned to:
[Name of official and address]



- 8) The attached Schedule of Requirements at Section C and Schedule of Rates and Prices Sections D or E **[delete as appropriate]** details the services to be performed. You are requested to quote by completing Sections B, C and either D or E **[delete as appropriate]**. Quotations shall cover all costs of labor, materials, equipment, overheads, profits and all associated costs for performing the services.
- 9) Quotations that are responsive, qualified and technically compliant will be ranked according to price. A Contract will generally be issued to the lowest priced quotation. However, the Purchaser is not bound to accept the lowest or any quotation.

Signed:

Name:

Title/Position:

Address:

(For, and on behalf of the Purchaser)



SECTION B: CONTRACTORS QUOTATION

PURCHASER'S RFQ PHYSICAL SERVICES NUMBER:

- 1) Currency of Quotation:
- 2) Services will commence on: Services to be completed by:
- 3) The validity period of this Quotation is: days from the Submission Date.
- 4) We enclose the following documents:
 - A copy of our business registration certificate
 - **[Insert any other documentation required by the Purchaser]**
- 5) We confirm that our quotation is subject to both the attached General Conditions and Special Conditions of Contract and is based on the terms and conditions stated in your Request for Quotations referenced above.
- 6) We confirm that the prices quoted are fixed for the duration of the validity period and any subsequent contract that may be awarded.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



SECTION C: SCHEDULE OF REQUIREMENTS (Detailed Description Of Services)

Item	Detailed Description Of Services [including location(s)]

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



SECTION F: GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL PROVISIONS

1. The Documents listed in the Contract represent the entire and integrated Contract between the Purchaser and the Contractor. The Contract is governed by and shall be construed in accordance with the Laws of the Republic of Vanuatu, and the ruling language of the Contract is English.
2. All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract. All correspondence and documents relating to the Contract between the parties and their representatives shall be in English.
3. Neither the Purchaser nor the Contractor shall assign, in whole or in part, their obligations under the Contract, except with the prior written consent of the other party.
4. In these Conditions of Contract, unless the context otherwise requires:
Contractor means the person or organization stated in the Contract Agreement whose Quotation to provide the Services has been accepted by the Purchaser;
Contract means the signed Contract Agreement, and the documentation specified therein, as entered into between Purchaser and the Contractor 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 Cost means the total sum stated in the Contract Agreement in both words and figures;
Days means calendar days,
Force Majeure means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, natural disasters (such as earthquakes, tsunamis, fires, floods etc.), epidemics, quarantine restrictions, and freight embargo;
In writing means communicated in written form (e.g. by letter, e-mail or fax);
Months mean calendar months;
Purchaser means the Government of Vanuatu Procuring Entity stated in the contract,
Personnel means professional and support staff, provided by the Contractor, or by Subcontractors assigned to perform the Services or any part thereof;
Specification means the Specification of the Physical Services included in the Contract Agreement and any modification or addition made or approved by the Contract Manager;
Subcontractor means any person or organization that provides physical services to the Contractor;
Variation is an instruction given by the Purchaser which varies the Contract Agreement.

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

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



Words indicating a gender include either gender.

OBLIGATIONS OF THE PURCHASER

5. 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 Contractor of such an appointment.
- (2) The Purchaser shall pay to the Contractor sums due under the Contract.

OBLIGATIONS OF THE CONTRACTOR

6. Scope of Services

- (1) The Contractor shall complete the Services at the locations specified in the Contract, and shall obtain a Certificate of Completion from the Contract Manager.

7. Subcontracting

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

8. Insurance

- (1) The Contractor shall provide, in the joint names of the Purchaser and the Contractor, such insurances as are necessary to cover the liability of the Contractor, and subcontractor(s) where applicable, in respect of, but not limited to, (a) personal injuries or deaths and damage to real or personal property arising out of or in the course of the carrying out of the Physical Services; (b) all equipment, materials and goods intended for the Physical Services, delivered to, or placed where or adjacent to where the Physical Services will be carried out and during warehousing and transit in an amount not less than the full replacement cost of such equipment, materials and goods against all risks or physical loss or damage.
- (2) Such insurances shall be in the type and amounts specified in the **SCC** and shall cover the period from the Commencement Date to the Completion Date of the Physical Services as stated in the Contract Agreement. The Contractor shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Purchaser.

ACCEPTANCE AND REJECTION

9. Performance of the Physical Services

- (1) The Contractor shall complete the Physical Services within the time period, and at the place(s) specified in the Schedule of Requirements.

10. Acceptance of the Physical Services

- (1) Acceptance of the Physical Services shall not be considered complete until receipt of the signed Certificate of Completion. To certify acceptance, the Contractor shall provide to the Purchaser at the completion of the Physical Services a Certificate of Completion signed and stamped by the Contract Manager in the format provided.

11. Rejection of the Physical Services

- (1) The Purchaser may reject any Physical Services which are not performed in accordance with the Contract Agreement. The Purchaser shall, upon rejection of any



Physical Services, notify the Contractor and may direct that the rejected Physical Services be rectified at the Contractor's risk and expense within such reasonable time as the Purchaser may direct. Should the Contractor fail to rectify the rejected Physical Services within the time directed, the Purchaser may have the rejected Physical Services completed at the Contractor's risk and expense.

VARIATION ORDERS

12. Purchaser and Contractors Rights

(1) The Purchaser may prepare a Variation Order making changes to the Physical Services, timing, cost of the Contract, and/or other conditions, and submit it, with a brief justification for the variation, to the Contractor for acceptance. If accepted, the Purchaser shall issue the Variation Order to the Contractor.

(2) The Contractor may submit a written proposal to the Purchaser requesting a variation in the Physical 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 Contractor.

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

TERMS OF PAYMENT

13. Contract Cost

(1) The total payments made to the Contractor for the provision of the Physical Services under the Contract shall not exceed the Contract Price stated in the Contract Agreement, except for changes made to the Contract as provided for in Clause 12.

14. Advance Payment

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

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

15. Interim Payments

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

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

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

16. Final Payment

(1) Within 30 days of the completion of the Services, the Contractor shall submit a Final Invoice to the Purchaser together with the signed Certificate of Completions.



(2) The Purchaser shall arrange for payment within 30 days from receipt of the Final Invoice and signed Certificate of Completion.

17. Taxes and Duties

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

PERFORMANCE SECURITY

18. Requirement for Performance Security

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

LIQUIDATED DAMAGES

19. Provisions for Liquidated Damages

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

SAFETY HEALTH AND WELFARE

20. Requirements for Safety Health and Welfare

(1) The Contractor shall be responsible for all Physical Services at the specified locations and shall comply with all relevant provisions of the laws in the Republic of Vanuatu.

TERMINATION AND SUSPENSION

21. Termination for Default

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

- (a) Fails to complete any or all of the Services within the period specified in the Contract Agreement, and/or remedy a failure in the performance of its obligations, within thirty (30) days after being notified or within any extension thereof granted by the Purchaser; or
- (b) Fails to perform any other obligation under the Contract; or
- (c) Has engaged in fraud, corruption, collusion, coercion and obstructive practice in competing for or in executing the Contract.

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

22. Termination for Insolvency

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

23. Termination for Convenience

(1) The Purchaser may, without cause, by written notice instruct the Contractor to terminate its engagement under the Contract. Upon such termination, the Contractor



shall be paid for the Services performed up to the point of termination. The Contractor shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser of all outstanding subcontracts.

24. Termination by the Contractor

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

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

25. Suspension of Funding

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

DISPUTES AND SETTLEMENT

26. Negotiated Settlement

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

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

FORCE MAJEURE

27. No Breach of Contract

(1) The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and has informed the other Party as soon as possible about the occurrence of such an event.

28. 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.

29. Payments

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

INTEGRITY/ PROBITY

30. Competing for and Executing the Contract

(1) Neither the Contractor, nor any Representative of the Contractor will engage in fraud, corruption, collusion, coercion and/or obstructive practises in competing for, or



in executing the contract. Should the Contractor, or any Representative of the Contractor engage in the above, they could face any, or all, of the following sanctions:

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

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



SECTION G: SPECIAL CONDITIONS OF CONTRACT (SCC)

GCC Ref.	HEADING	DETAILS TO BE ENTERED BY PURCHASER (Where Applicable)
4&5	Contract Manager	
8(2)	Insurance	
14(1)	Advance Payment	
15(1)	Interim Payments	
17(1)	Taxes and Duties	
18(1)	Performance Security	
19(1)	Liquidated Damages	



SECTION H: SAMPLE FORMS

Sample forms are attached for information and use as applicable:
Sample Forms

FORM 1 - Contract Agreement

FORM 2 – Certificate of Completion

FORM 3 – Performance Security (Bank Guarantee)

FORM 4 – Advance Payment Security (Bank Guarantee)



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 Quotation of the Contractor [Purchaser to enter reference number and date] for the supply of Physical 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 Quotation including the Schedule of Requirements, and Schedule of Rates and Prices
- (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 – CERTIFICATE OF COMPLETION
Contract No. [Purchaser to enter]

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

DESCRIPTION OF PHYSICAL SERVICES COVERED BY THIS CERTIFICATE	
1.	

In accordance with the provisions set forth in the Contract and on the basis of the verification of completion of the services undertaken by the Contract Manager **[Enter name and date]**, I/we hereby certify that the Contractor has satisfactorily and fully completed the scope of services as called for in the Contract Agreement, in accordance with the Schedule of Requirements and the Price Schedule.

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



FORM 3 - Performance Security (Bank Guarantee)

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

To:

Beneficiary: [Enter beneficiary]

Date: [Enter date]

PERFORMANCE GUARANTEE No.: [Enter Guarantee Number]

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

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

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

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

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

[Seal of Bank and Signature(s)]

Note:

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

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



FORM 4 - Advance Payment Security (Bank Guarantee)

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

To:

Beneficiary: [Enter beneficiary]

Date: [Enter date]

ADVANCE PAYMENT GUARANTEE No.: [Enter Guarantee Number]

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

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

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

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

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

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

[Seal of Bank and Signature(s)]

Note:

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

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