



## **REQUEST FOR PROPOSALS (RFP)**

### **CONSULTING SERVICES**

**RFP NUMBER:** [PURCHASER to enter]

**DESCRIPTION:** [PURCHASER to enter]

**PURCHASER:** [PURCHASER to enter]

**PROPOSAL SUBMISSION ADDRESS:** [PURCHASER to enter]

**SUBMISSION DATE & TIME:** [PURCHASER to enter]



## **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

<b>To:</b> [PURCHASER to enter]	<b>RFP Consulting Services No.</b>	[PURCHASER to enter]
	<b>Date Issued</b>	[PURCHASER to enter]
	<b>Validity of Proposal</b>	[PURCHASER to enter]
<b>Submission Date and Time (VANUATU Local Time)</b>		[PURCHASER to enter]
<b>Services Required</b> [PURCHASER to enter description]		
<b>PURCHASER Project Code )</b>	[PURCHASER to enter project code]	

You are invited to submit a [PURCHASER to enter either **LUMP SUM or TIME BASED**] Proposal in response to this Request for Proposals (RFP). The Services are being procured by [PURCHASER to enter] (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 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.

This RFP) has been addressed to the following shortlisted Consultants:  
[PURCHASER to enter List of Shortlisted Consultants]

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 hand to the address stated on the cover page of the RFP in separate 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.

Please advise us in writing at the following address **[PURCHASER to enter address]**, upon receipt:

- (a) That you received the Letter of Invitation; and
- (b) Whether you will submit a Proposal.

Signed:

Name:

Title/Position:

Address:

(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
1.1.2	Pre-proposal meeting	[PURCHASER to enter]
1.1.3	Person-days (unit rate), person-weeks or person-months or budget  Continuity of Services  Type of Contract	[PURCHASER to enter]  [PURCHASER to enter if need for continuity of downstream work]  [PURCHASER to enter Lump Sum or Time Based]
1.1.4	Taxes	[PURCHASER to enter]
1.1.5	Proposal Response Schedules	[PURCHASER to enter details of Schedules to be completed and submitted (including by each member in case of an association or joint venture). PURCHASER to enter supporting documents required]
1.1.9	Alternative Proposals	[PURCHASER to enter if alternative proposals are permitted]
1.1.10	Validity of Proposals	[PURCHASER to enter Validity period of proposals]
1.1.11	Clarifications	[PURCHASER to enter how many days before submission clarifications can be requested]
1.1.13	Number of Copies	[PURCHASER to enter the number of copies that are required for Technical and Financial Proposals]



1.3.1	Prohibited Countries	[PURCHASER to enter]
1.4.1	Qualifications of the Consultant	[PURCHASER to enter required levels and supporting documentation requested to prove qualifications]
1.6.1, 1.6.4 1.6.5 & 1.9.1	Method of Selection  Evaluation Criteria  Minimum Technical Score	[PURCHASER to enter details e.g. QCBS or QBS etc.]  [PURCHASER to enter evaluation criteria]  [PURCHASER to enter evaluation method]
1.6.7	Single Currency for Price Evaluation	[If applicable PURCHASER to enter single currency used for price evaluation]. The source of exchange rate shall be the Reserve Bank of Vanuatu. The date for the exchange rate shall be the closing date for the submission of Proposals.
1.7.1	Date for Negotiations	[PURCHASER to enter expected date and place for negotiations, if negotiations are required]



### **SECTION 3: TERMS OF REFERENCE**

[PURCHASER to enter]

[In general the structure of Terms and Reference will include the following sections describing the assignment: (i) background; (b) objectives – general & special; (c) results; (d) risks and assumptions; (e) activities; (f) period of execution & geographical area to be covered; (g) personnel required; (h) reporting requirements; (i) monitoring and evaluation; (j) any other relevant provisions depending on the type of contract and/or assignment].



## SECTION 4 PROPOSAL RESPONSE SCHEDULES

[Consultant to enter its name]

<b>RFP NUMBER:</b>	[Consultant to enter tender number, as per the Letter of Invitation]
<b>DESCRIPTION:</b>	[Consultant to enter brief description of requirement, as per the Letter of Invitation]
<b>PURCHASER:</b>	[Consultant to enter]
<b>SUBMISSION ADDRESS:</b>	[Consultant to enter]
<b>SUBMISSION TIME &amp; DATE:</b>	[Consultant to enter date and time, as per Letter of Invitation]





**PROPOSAL RESPONSE SCHEDULE 1:  
TECHNICAL 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 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:

	Name of Consultant	Location of Consultant, City and Country
1	[Consultant to enter]	[Consultant to enter]
2	[Consultant to enter]	[Consultant to enter]
3	[Consultant to enter]	[Consultant to enter]
4	Etc.	

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:

Contractor:

Address:



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

[Provide here a brief description of the background and organisation of your firm/entity and each associate for this assignment. Use maximum 2 pages]

**A. Consultant's Organisation**

Name of Consultant's Organisation	[Consultant to enter]	
Address of Consultant Telephone Fax	[Consultant to enter]	
Name(s) of Directors	[Consultant to enter]	
Registration Number in Home Country	[Consultant to enter]	
Business Certificates (if any)	[Consultant to enter]	
VAT Registration Number (if applicable)	[Consultant to enter]	
Annual Turnover for the last 3 Years	Year	Amount
		[Consultant to enter]
		[Consultant to enter]
		[Consultant to enter]

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



## B 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 <sup>o</sup> 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 <sup>o</sup> 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.

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).

d) Organisation and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff. CVs for all proposed key experts, and for the proposed technical and support staff shall be attached to this document in the format provided at Proposal Response Schedule 4. Any other support documents may be required by the Purchaser at its discretion].



**PROPOSAL RESPONSE SCHEDULE 4:  
CURRICULUM VITAE (CV) FOR THE PROPOSED TEAM LEADER AND KEY  
TECHNICAL EXPERTS, AND OTHER STAFF**

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.]			
		Employer:			
		Name of assignment:			
		Location:		Year:	
	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:



**PROPOSAL RESPONSE SCHEDULE 5:  
TEAM COMPOSITION AND TASK ASSIGNMENT**

Professional Expert				
Name of Expert	Firm	Area of Expertise	Position Assigned	Task Assigned

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



**PROPOSAL RESPONSE SCHEDULE 6:  
STAFFING SCHEDULE**

	Name of Expert Member	Expert input (in the form of a bar chart) <sup>1</sup>													Total input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>2</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
n																		
											<b>Subtotal</b>							
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
n																		
											<b>Subtotal</b>							
											<b>Total</b>							

- 1 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
- 2 Field work means work carried out at a place other than the Consultant's home office.





**PROPOSAL RESPONSE SCHEDULE 7:  
WORK SCHEDULE**

N°	Activity <sup>1</sup>	Weeks <sup>2</sup>						
		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 8:  
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 9:  
BREAKDOWN OF COSTS**

[This Form shall be used for both Time-Based contracts and for Lump-Sum contracts, as follows:

1. For Time-Based contracts to show the breakdown of costs.
2. For Lump-Sum Form contracts information provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Purchaser. In the case of Lump-Sum contracts Consultants are not required to enter the number of days and quantities in the tables below. Even if the Consultant does include such information (which is not desired), the number of days or quantities will not be considered for evaluation purposes or for calculations of payments due under the contract.

In all cases this Form will also be used to confirm that payment to individual experts is in conformity with [Purchaser to enter].

**1. Person-day fee rates**

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

Notes:

**2. Reimbursable Costs Payable**

Item	Unit & Quantity	Unit Cost [Insert currency]	Total Price [Insert currency]
International Airfares			
Accommodation			
Per Diems			
Other expenses			
<b>Total</b>			



### 3. Total Financial Proposal

Item	Total Price [Insert currency]
Person-day fee rates	
Reimbursable Costs Payable	
<b>Total</b>	

**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 .....	30
5.2	RELATIONSHIP BETWEEN THE PARTIES.....	31
5.3	AUTHORITY OF MEMBER-IN-CHARGE.....	31
5.4	NOTICES .....	32
5.5	OBLIGATIONS OF THE PURCHASER .....	32
5.6	OBLIGATIONS OF THE CONSULTANT.....	33
5.7	CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS.....	34
5.8	PERFORMANCE OF THE SERVICES .....	35
5.9	INDEMNIFICATION AND INSURANCE REQUIREMENTS.....	35
5.10	VARIATION ORDERS .....	36
5.11	TERMS OF PAYMENT .....	36
5.12	TERMINATION AND SUSPENSION.....	37
5.13	DISPUTES AND SETTLEMENT .....	38
5.14	FORCE MAJEURE .....	38
5.15	INTEGRITY/ PROBITY.....	39



## 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: [Enter name of individual] [Enter contact address] Tel: [enter telephone number] Fax: [enter fax number] E-mail: [enter e-mail address]
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> [Enter name of the Contract Manager] [Enter contact address] Tel: [enter telephone number] Fax: [enter fax number] E-mail: [Enter e-mail address] <u>For the Consultant</u> [Enter name of the Consultant's Representative] [Enter name of Consultant] [Enter address of Consultant] [Enter contact details]
5.5.4	Assistance and exemptions	The Purchaser shall provide the following assistance: [Enter as appropriate]





<b>5.6.3(1)</b>	Intellectual property and copyright	<b>[PURCHASER to enter details regarding intellectual property and copyright if applicable]</b>
<b>5.6.9(c)</b>	Actions requiring Purchaser's prior approval	The following actions shall require Purchaser's prior approval: <b>[Enter details]</b>
<b>5.8.1(1)</b>	Location	The services are to be performed in <b>[Enter details]</b>
<b>5.8.2(1)</b>	Effectiveness of Contract	The date of effectiveness is: <b>[Enter date]</b>
<b>5.9.1(1) &amp; 5.9.2(1)</b>	Insurances to be taken out	The Purchaser shall state: Professional Indemnity Insurance is NOT required or Professional Indemnity Insurance is required as follows: <b>[Enter details]</b> Public Liability Insurance shall be <b>[enter details]</b>
<b>5.11.1 (2) &amp; (3)</b>	Payment Schedule	Payments will be made to the Consultant as follows: <b>[Enter details using the guidelines for either a Lump-Sum or Time-Based contract contained in the Procurement Manual]</b>
<b>5.11.1 (4)</b>	Advance Payment	An Advance Payment shall be <b>[enter details]</b> Conditions applicable for other payments shall be <b>[Enter details]</b>
<b>5.11.3</b>	Taxes and Duties	<b>[Purchaser enter details]</b>



## **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

<b>Contract No:</b>	
<b>Brief Description:</b>	

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	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>		<b>Date:</b>	



**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]<sup>1</sup> 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]<sup>1</sup> 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].....<sup>2</sup> 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.

<sup>1</sup> Insert an amount representing the amount of the advance payment.

<sup>2</sup> 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		
<b>Total</b>		

Signature of Expert

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

Date

Date