



## REQUEST FOR TENDER (RFT)

### PHYSICAL SERVICES

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

**DESCRIPTION:** [PURCHASER to enter]

**PURCHASER:** [PURCHASER to enter]

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

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

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



## **REQUEST FOR TENDER**

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## LETTER OF INVITATION

<b>To:</b> [PURCHASER to enter]	<b>RFT Physical Services Ref</b>	[PURCHASER to enter]
	<b>Date Issued</b>	[PURCHASER to enter]
	<b>Validity of Tender</b>	[PURCHASER to enter]
	<b>Location of Services</b>	[PURCHASER to enter]
	<b>Completion Date</b>	[PURCHASER to enter]
<b>Submission Date and Time</b>		[PURCHASER to enter]
<b>Background</b> [PURCHASER to enter background]		
<b>Services Required</b> [PURCHASER to enter description]		
<b>PURCHASER Project Code</b>	[PURCHASER to enter project code]	

You are invited to submit a Tender in response to this Request for Tender (RFT). 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 Closing Date of the RFT.

This Tender is open to all firms who wish to respond to the RFT. Tenderers may only associate with each other either under a joint venture relationship, or under a sub-contractual agreement to complement their respective areas of operation to enhance their capacity to provide the Services.

This Request for Tender comprises of:

Section 1	General Conditions of Tendering
Section 2	Special Conditions of Tendering
Section 3	Schedule of Services
Section 4	Tender Response Schedules
Section 5	General Conditions of Contract
Section 6	Special Conditions of Contract
Section 7	Forms

A Contractor will be selected using the evaluation procedure described in the RFT.

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 RFT.

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

Signed:

Name:

Title/Position:

Address:

(For and on behalf of the Purchaser)



## SECTION 1 GENERAL CONDITIONS OF TENDERING

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## **SECTION 1 GENERAL CONDITIONS OF TENDERING**

### **1.1. PREPARATION OF TENDERS**

- 1.1.1. The Purchaser invites Tenders for the provision of Physical Services as described in the Schedule of Services (SOS) (See Section 3) of this RFT. The Tenderer shall inform itself fully of all circumstances and conditions relating to submitting a Tender, including site visits if appropriate, and shall satisfy itself as to the correctness and sufficiency of the RFT documentation.
- 1.1.2. The estimated timeframe for the commencement and completion of the Services is given in the Special Conditions of Tendering (**SCT**) (see Section 2).
- 1.1.3. The Tenderer shall prepare its Tender using the Tender Response Schedules (**TRS**), as detailed in the **SCT**. The completed and signed TRS, together with the required supporting documentation, will form the Tender and shall be the basis on which the Tender will be evaluated. In the case of a joint venture the TRS, and supporting documents shall be submitted by all members of the joint venture, as detailed in the **SCT**.
- 1.1.4. A Tenderer who submits or participates as a member of a joint venture, association or consortium in more than one Tender will cause all the Tenders with that Tenderer's participation to be disqualified.
- 1.1.5. Alternative Tender(s) shall only be permitted if so stated in the **SCT**.
- 1.1.6. The Tenderer shall prepare one original and three copies of the TRS, prepared in the English language. The Tenderer shall enclose the original and the copies, attaching the relevant documents as required by the TRS in one sealed envelope (or parcel) and clearly mark it with the RFT number, the Tender description and the name and address of the Purchaser, the closing time and date and the Tenderer's name and address. The outer envelope should also bear the statement "Not to be opened before the closing time and date"
- 1.1.7. An authorised representative of the Tenderer shall sign where so indicated in the TRS the original Tender. The authorisation shall be in the form of a written power of attorney accompanying the Tender or in any other form demonstrating that the representative has been duly authorised to sign
- 1.1.8. The Tenderer may withdraw its Tender before the deadline for submission of Tenders by submitting a notice of withdrawal. The notice must be submitted in an envelope identifying the RFT and clearly labelled "Withdrawal of Tender" The withdrawal will be announced at the Tender Opening, but the withdrawn Tender will not be opened nor further considered.
- 1.1.9. The Tenderer may amend its Tender before the deadline for submission of Tenders by submitting a Notice of Amendment. The Notice, and amended



Tender, must be submitted in an envelope identifying the RFT and clearly labelled “Amendment of Tender”. The amended Tender will be opened and announced at the Tender Opening and considered in the subsequent evaluation of Tenders.

- 1.1.10. The Purchaser will not be responsible for, or pay for, any expense or loss, which may be incurred by a Tenderer in the preparation and submission of its Tender.
- 1.1.11. The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with Clause 1.6.3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **1.2. VALIDITY OF TENDER**

- 1.2.1 The Tender shall remain valid for the validity period stated in the **SCT** from the closing date for Tenders. In exceptional circumstances, the Purchaser may request that Tenderers extend the Tender validity period. The request and the Tenderer’s response shall be made in writing. The Tenderer may refuse the request, but its Tender will no longer be considered. The Tenderer agreeing to the request will not be required or permitted to otherwise modify its Tender for the period of the extension.

## **1.3. ELIGIBILITY OF THE TENDERER, EQUIPMENT AND SERVICES**

- 1.3.1. A Tenderer may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, association or consortium, under an existing agreement, or with the intent to constitute a legally enforceable joint venture. Government-owned enterprises in (PURCHASER to enter) may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent entity of the Government.
- 1.3.2. All members of a joint venture, consortium or association (other than sub-contractors) shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 1.3.3. Except as provided in Clause 1.3.4 Tenderers shall not be excluded from tendering on the basis of nationality, degree of foreign affiliation or ownership, location, size, race or other criterion, not having to do with their qualifications or decisions taken against any Tenderer under Clause 1.4.
- 1.3.4. The Tenderer, including all members of a joint venture, consortium or association, constituting the Tenderer, shall not have the nationality of any country and services and equipment may not be supplied from those countries prohibited by the legislation of (PURCHASER to enter) or by any international Agreement of which (PURCHASER to enter) 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 these RFT are as listed in the **SCT**.

- 1.3.5. Materials, equipment and services must not be supplied from those countries that are prohibited by the legislation of the Republic of Vanuatu or by any international Agreement of which the Republic of 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. These countries and any applicable conditions are listed in the **SCT**.
- 1.3.6. If the Tenderer is a joint venture, consortium or association (this does not include sub-contractors) all of the members shall appoint one member 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. Consortium arrangements shall be provided with the Tender.
- 1.3.7. The Tenderer must meet the following eligibility criteria:
  - (a) Must be registered in its country of origin;
  - (b) Be free from insolvency, bankruptcy or similar status;
  - (c) Have the legal capacity to enter into contract;
  - (d) Be current with payments of taxes;
  - (e) Not be ineligible pursuant to Clause 1.5
  - (f) The Tenderer and any director, officer, manager or supervisor of the Tenderer has not been, within a period of 3 years preceding the date of issuance of the Request for Tender: been convicted of any criminal offence, whether in (PURCHASER to enter) or elsewhere:
    - (i) Relating to his professional conduct;
    - (ii) Relating to the making of false statements or misrepresentations as to his qualifications to enter into a procurement contract;
    - (iii) Involving dishonesty;
    - (iv) Under anti-corruption legislation; or
  - (g) Suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in (PURCHASER to enter) or elsewhere.

#### **1.4. QUALIFICATIONS OF THE TENDERER**

- 1.4.1. To qualify for an award of Contract, Tenderers shall demonstrate that they possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the procurement object, business reputation and personnel to perform the Contract.
- 1.4.2. Tenderers shall meet the minimum qualifying criteria set out in the **SCT**.
- 1.4.3. The successful Tenderer may be required to provide documentation evidencing their qualifications prior to Contract award.





1.4.4. The Purchaser shall disqualify a Tenderer if it finds that the information submitted in a Tender concerning its qualifications is false or misleading, materially inaccurate or materially incomplete.

1.4.5. The Purchaser shall disqualify any Tenderer whose Tender has previously been rejected by the Purchaser under Clause 1.5.

## **1.5. CORRUPT OR FRAUDULENT PRACTICES**

1.5.1. The Purchaser requires that Tenderers observe the highest standard of ethics during the procurement proceedings and the execution of contracts.

1.5.2. 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 Tenderer to provide an explanation and shall, take actions as below when a satisfactory explanation is not received.

1.5.3. In pursuance of this requirement, the Purchaser will, in the absence of a satisfactory explanation, reject a Tender if it determines that the Tenderer 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.

## **1.6. PRE-TENDER MEETING, CLARIFICATIONS AND ADDENDA**

1.6.1. If any Pre-Tender/Site Meeting is to be held, the time, date and location will be stated in the **SCT**.

1.6.2. The Tenderer may seek clarifications of the RFT by contacting in writing the contact person named in the **SCT**, no later than 10 days before the Tender submission closing date. The Purchaser shall send its response simultaneously to all Tenderers in writing, without disclosing the identity of the Tenderer requesting the clarification, no later than 7 days before the Tender submission closing date.

1.6.3. If for any reason the RFT has to be amended, the Purchaser will modify it by issuing an Addendum in writing, which shall be acknowledged in writing by the Tenderer. The Tenderer shall note that such an Addendum will form part of the RFT and may, if required, cause an extension of the RFT submission closing date.

## **1.7. TENDER PRICES, CURRENCIES, PAYMENTS TAXES AND DUTIES**

1.7.1. The Tenderer shall complete the Price Schedules as provided in the Tender Response Schedules (see Section 4).

1.7.2. Prices shall be stated in the currency(ies) as stated in the **SCT** and all payments made under the Contract shall be made in the currency(ies) stated in the Tender.

1.7.3. Taxes and duties shall be stated as detailed in the **SCT**.



## **1.8. SUBCONTRACTORS**

- 1.8.1 If the Tenderer proposes to subcontract any component of the Services then the Tenderer shall provide details of the proposed subcontractors, indicating the proposed part of the services that would be subcontracted and the previous relevant experience of that subcontractor, including a statement that the proposed subcontractor(s) is/are eligible and qualified under the conditions of the RFT.

## **1.9. TENDER SECURITY**

- 1.9.1. If a Tender Security is required, as stated in the **SCT**, the Tenderer has the option of submitting either by means of:
- (a) A bank cheque issued by a bank registered in (PURCHASER to enter);
  - (b) An unconditional Bank Guarantee, in the format shown in Section 7.
- 1.9.2. The Tender Security shall be valid for 30 days beyond the original Tender validity period, or for 30 days beyond any extended Tender validity period, if one has been requested.
- 1.9.3. The original of the Tender Security shall be included with the TRS and photocopies will not be accepted. If a Tender Security is required, any Tender not accompanied by a Tender Security will be rejected by the Purchaser.
- 1.9.4. The Tender Security for the successful Tenderer will be discharged when the Tenderer has signed the Contract Agreement and the required Performance Security has been received.
- 1.9.5. The Tender Security for unsuccessful Tenderers will be returned upon expiry of the term of the security or formation of a contract with the successful tender and submission by the successful Tenderer of any required Performance Security, whichever is earlier.
- 1.9.6. The Tender Security may be forfeited if:
- (a) Any Tenderer withdraws its Tender during the period of Tender validity specified in Clause 1.2; or does not accept the correction of arithmetical errors; or
  - (b) The successful Tenderer fails to provide a performance security in accordance with Clause 1.14; or to sign a contract in accordance with Clause 1.16.

## **1.10. TENDER SUBMISSION AND OPENING**

- 1.10.1. Tenders may only be delivered by hand, mail or by courier service in a sealed envelope/ package, marked as requested in the **SCT** to the Purchaser at the address and not later than by the time and date stated on the cover page of the RFT.
- 1.10.2. Tenders shall be opened at the place of submission stated on the cover page of the RFT, immediately after the time for submission of Tenders, in the presence of the Tenderers and/or their representatives who choose to attend.



- 1.10.3. The name and address of the Tenderer submitting the Tender together with the tendered total price shall be read-out and recorded. The Tender will be checked to ensure all required documents are present. If required, the presence of the Tender Security will also be checked.
- 1.10.4. A record of the Tender Opening will be prepared, including the information disclosed during the opening. Copies of the Record will be provided to all Tenderers who submitted a Tender.
- 1.10.5. A Tender received after the deadline for submission will remain unopened and may be collected by the Tenderer if it so wishes. If not collected within 3 months of the Tender closing date it will be disposed of.

### **1.11. EXAMINATION AND EVALUATION OF TENDERS**

- 1.11.1. All Tenders properly received shall be evaluated by a Technical Officer appointed by the Chairman of the Tenders Board (CTB) on behalf of the Purchaser. The Purchaser's determination of a Tender's compliance shall be based upon the contents of the Tender itself.
- 1.11.2. The Technical Officer shall evaluate the Tender on behalf of the Purchaser on the basis of its compliance to the Schedule of Services SOS (see Section 3).
- 1.11.3. To assist in the examination, evaluation and comparison of Tenders, the Technical Officer may:
  - (a) Ask Tenderers for written clarification of their Tenders including breakdown of costs, but no change in the cost or substance of the Tender will be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Technical Officer during the evaluation of Tenders. The Tenderer shall within the time specified reply to any such requests.
  - (b) Make corrections for any computational errors. When correcting computational errors, in case of discrepancy between a unit cost and the total cost, or between words and figures the unit cost and words will prevail. For the purpose of evaluating Financial Proposals, all prices quoted shall be converted into [PURCHASER to enter] using the selling rate of [PURCHASER to enter] at the closing date for submission of the Tenders.
- 1.11.4. Any attempt by a Tenderer to influence the Technical Officer's evaluation of Tenders or the CTB's award decisions will result in the rejection of its Tender.
- 1.11.5. Preliminary Examination  
Prior to the detailed evaluation of Tenders, the Technical Officer will determine whether each Tender:
  - (a) Has been properly signed;
  - (b) Is from an eligible Tenderer;
  - (c) Is accompanied by the required Tender Security; and
  - (d) Has been completed in accordance with the RFT.
- 1.11.6 Detailed Technical Evaluation
  - (1) Each Tender will be subjected to a detailed examination to determine whether it is substantially responsive in that it adequately meets:



- (a) The minimum specified qualifying criteria; and
  - (b) The minimum purchaser's technical specifications; and
  - (c) the completed Tender Response Schedules provided in Section 4 of the RFT, as required in the GCT and SCT, accompanied by the required supporting documentation required in the RFT.
- (2) A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the RFT, without material deviation or reservation. A material deviation or reservation is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the Services specified in the Purchaser's Schedule of Services;
  - (b) Limits in any substantial way the Purchaser's rights or the Tenderer's obligations under the Contract;
  - (c) If rectified would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- (3) If a Tender is not substantially responsive it will be rejected by the Technical Officer and may not subsequently be made responsive by the Tenderer by correction or withdrawal of the nonconforming deviation or reservation.

#### 1.11.7 Financial Evaluation

- (1) Only those Tenders that are considered substantially responsive will be considered for the financial evaluation.
- (2) In the event of arithmetic errors this will be corrected as follows:
- i. Where there is a discrepancy between the amounts in figures and in words the amount in words will govern;
  - ii. Where there is a discrepancy between the unit costs and the line item total resulting from multiplying the unit cost by the quantity, the unit cost quoted will prevail.
- (3) Following this the Technical Officer will compare all evaluated Tenders and rank them accordingly, with the lowest evaluated Tender price being ranked No. 1, and so on.
- (4) For evaluation and comparison purposes only, and if multiple currencies were allowed in tendering, all prices quoted shall be converted into VUV using the VUV selling rate of the Reserve Bank of Vanuatu, at the closing date for submission of the Tenders.

### **1.12. ACCEPTANCE OR REJECTION OF ANY OR ALL TENDERS**

- 1.12.1. 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).

### **1.13. APPROVAL AND NOTIFICATION OF CONTRACT AWARD**

- 1.13.1. The Contract will be awarded to the Tenderer whose Tender is substantially responsive and offers the lowest price.



- 1.13.2. 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.

#### **1.14. PERFORMANCE SECURITY**

- 1.14.1. Together with the Contract the successful Tenderer shall deliver to the Purchaser, if required by the **SCT**, a Performance Security in the amount and for the period stated in the **SCT**, in the format specified in Section 7. The Performance Security shall be issued by an institution/authority acceptable to the Purchaser.

- 1.14.2. Failure of the successful Tenderer to submit a Performance Security will constitute sufficient grounds for the cancellation of the award.

- 1.14.3. In such an event, the Purchaser shall award the Contract to the next lowest evaluated Tenderer whose Tender is substantially responsive and has been determined by the Purchaser to be eligible and qualified to satisfactorily perform the Contract, subject to the Purchaser's right to reject all Tenders in accordance with Clause 1.12.

#### **1.15. DEBRIEFING OF UNSUCCESSFUL TENDERERS**

- 1.15.1. 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.

#### **1.16. SIGNING OF CONTRACT**

- 1.16.1. 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.

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

- 1.16.3. 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.

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

#### **1.17. DISPUTES AND SETTLEMENTS**

- 1.17.1 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.

- 1.17.2 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 Tender (RFT) and supplement Section 1 General Conditions of Tendering.

Clause Ref.	Heading	Description
1.1.2	Timeframe for commencement and completion	[PURCHASER to enter]
1.1.3	Tender Response Schedules	[PURCHASER to enter including details of which schedules are required to be completed by the Tenderer and other members in the case of a Consortium. PURCHASER to enter supporting documents required]
1.1.5	Alternative Tenders	[PURCHASER to enter]
1.2.1	Validity of Tender	[PURCHASER to enter validity period]
1.3.4 1.3.5	Prohibited Countries	[PURCHASER to enter prohibited countries and any applicable conditions at the time of issuing this RFP]
1.4.2	Qualification Criteria	[PURCHASER to enter]
1.6.1	Pre-Tender Meeting	[PURCHASER to enter]
1.6.2	Contact Person for Clarifications	For clarifications of the content of the RFT, and any further information contact:
1.7.2	Currencies of the Tender	The currency of the Tender shall be [PURCHASER to enter] or any other freely convertible currency. [PURCHASER to change if necessary]
1.7.3	Taxes & Duties	[PURCHASER to enter]
1.9.1	Tender Security	[PURCHASER to enter the amount and if required]
1.10.1	Marking of Tender	[PURCHASER to enter]
1.14.1	Performance Security	[PURCHASER to enter amount and period]
1.18	Registration	



### **SECTION 3 SCHEDULE OF SERVICES**

[PURCHASER to enter]



## **SECTION 4 TENER RESPONSE SCHEDULES**

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**NOTE:  
SCHEDULES DEPEND ON THE TYPE OF PHYSICAL SERVICES TO BE  
PROCURED**





**TENDER RESPONSE SCHEDULES:**

**TECHNICAL AND FINANCIAL  
PHYSICAL SERVICES**

[Tenderer to enter its name]

**RFT NUMBER:** [Tenderer to enter]

**DESCRIPTION:** [Tenderer to enter]

**PURCHASER:** [Tenderer to enter]

**TENDER  
SUBMISSION  
ADDRESS:** [Tenderer to enter]

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

**OPENING DATE  
& TIME:** [Tenderer to enter]



**TENDER RESPONSE SCHEDULE 1  
TENDER SUBMISSION FORM**

(The completed Tender form and attachments together will comprise the Tenderer's offer)

**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 offer to perform the supply services in conformity with the Request for Tender and in accordance with the Price Schedules for the Contract Price of:

	<b>CURRENCY &amp; AMOUNT</b>	
[Total Tender Price in words]		[Tender Price in figures]

This amount is

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

We confirm receipt of the Addendums and Variations to the Request for Tender listed below:

Addendum / Variation Reference	Dated	Date Received

Our Tender shall be valid for the period of time specified in the RFT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. If our Tender is accepted, we commit to obtaining a performance security in accordance with the RFT for the due performance of the Contract. Furthermore we warrant that we comply with all the eligibility criteria specified in the RFT.

We have no conflict of interest, and our firm, its affiliates and subsidiaries have not been declared ineligible under the laws of (PURCHASER to enter), or in accordance with the provisions of the RFT.



We further warrant that:

- (i) We are free from insolvency, bankruptcy or similar status;
- (ii) We have the legal capacity to enter into contract;
- (iii) We are current with payment of taxes;
- (iv) We and any director, officer, manager or supervisor of ours has not, within a period of three years preceding the date of issuance of the invitation to tender, been convicted of any criminal offence, whether in VANUATU or elsewhere:
  - a. Relating to professional conduct
  - b. Relating to the making of false statements or misrepresentations as to his eligibility or qualifications to enter into a procurement contract;
  - c. Involving dishonesty;
  - d. Under anti-corruption legislation;
- (v) We have not been suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Vanuatu or elsewhere.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier:

Address:



**TENDER RESPONSE SCHEDULE 2:  
TENDERER'S ORGANISATION AND EXPERIENCE**

**A Tenderer's Organisation**

Name of Tenderer's Organisation		
Address of Tenderer Telephone Fax		
(PURCHASER to enter) Branch Office (if any) Address Telephone Fax		
Name(s) of Directors		
Registration Number in Home Country		
Registration Number in (PURCHASER to enter)		
Business Certificates		
Annual Turnover for the past financial year or the last 3 financial Years (Purchaser to specify)	Year	Amount

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

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



## B Tenderer's Experience

[Using the format below, provide information on each contract for which your firm, and each member in case of a Joint Venture, Consortium or Association, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this contract. Use maximum 10 pages.]

Contract name:	Approx. value of the contract
Location & Country:	Duration of assignment (months):
Name of Purchaser:	
Address of Purchaser:	Approx. value of the services provided by your firm under the contract
Start date (month/year): Completion date (month/year):	
Name of associated Contractors, if any:	Name of senior professional staff of your firm 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:	

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



### TENDER RESPONSE SCHEDULE 3 DESCRIPTION OF METHODOLOGY

[Technical approach, methodology and work plan are key components of the Technical Tender. You are required to present your Technical Tender, inclusive of charts and diagrams, divided into the following three sections]:

- a) Approach and Methodology
- b) Delivery Plan
- c) Organisation and Staffing

a) Approach and Methodology

In this section you should explain your understanding of the objectives of the assignment and your approach and methodology for carrying out the activities and obtaining the expected output. You should also add any comments on the schedule of services and present and justify any modifications you are proposing to improve performance in carrying out the required services (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).

b) Delivery Plan

In this section you should propose the main activities you will undertake, their content and duration, phasing and interrelations, milestones (including interim approvals by Purchaser), and delivery dates of the reports.

c) Organisation and Staffing

In this section you should state the structure and composition of your organisation involved in the implementation and the infrastructure you will employ. You should list the key specialists responsible for the organisational and logistical operations.



**TENDER RESPONSE SCHEDULE: 4  
KEY TEAM COMPOSITION**

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Organisational and/or Logistics responsibilities

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier:

Address:



**TENDER RESPONSE SCHEDULE: 5  
WORK SCHEDULE**

N°	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
6														
7														

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





**TENDER RESPONSE SCHEDULE 6  
BREAKDOWN OF COSTS**

[PURCHASER to enter]





## **SECTION 5 GENERAL CONDITIONS OF CONTRACT**

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## SECTION 5 GENERAL CONDITIONS OF CONTRACT

### 5.1 GENERAL PROVISIONS

(1) The **Purchaser** is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.

(2) The **Contractor** is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.

(3) The Contract Documents listed in the Contract Agreement 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 England, 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. All correspondence relating to the Contract between the parties and their representatives, and all documents shall be in English.

(5) Neither the Purchaser nor the Contractor shall assign, in whole or in part, their obligations under the Contract, except with the prior consent of the other party.

(6) In these Conditions of Contract, unless the context otherwise requires:

**Contractor** means the person or organization stated in the Contract Agreement whose Tender 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;

**Contractor's Representative** means the person who represents the Contractor;

**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 Contractor will commence the Services;

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

**Days** means calendar days, **Months** means calendar months;

**Final Destination** means the place(s) of performance of the Supply Services specified in the Contract.

**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, fires, floods, 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 Contractor Services, and **Members** means all of them;

**Member-in-Charge** means the person appointed by the Members to act for and on behalf of the Members in any discussions with the Purchaser regarding the Services and who shall be the point of Contact for the Contractor to which all Notices issued by the Purchaser under this Contract shall be directed;

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

**Purchaser** means the Procuring Entity stated in the Contract Agreement;

**Purchaser's Representative** means the person who represents the Purchaser;

**Services** are what the Contract requires the Contractor to provide;

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.

## 5.2 RELATIONSHIP BETWEEN THE PARTIES

1) The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, 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 Contractor is a joint venture, consortium or association (this does not include sub-contractors) all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the Contract, and shall appoint one party to act as the Member-in-Charge (to be detailed in the **SCC**) 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 the 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 Member-in charge, as the case may be, or when sent by mail 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 Contractor of such an appointment. The Purchaser may from time to time replace the Contract Manager by giving written notice to the Contractor 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 Contractor may be taken or executed by the Contract Manager or Member-in-charge as the case may be.



#### **5.5.2 Information**

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

#### **5.5.3 Payments**

1) The Purchaser shall pay to the Contractor sums due under the Contract for Services supplied.

#### **5.5.4 Assistance and Exemptions**

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

### **5.6 OBLIGATIONS OF THE CONTRACTOR**

#### **5.6.1 Standard of Performance**

1) The Contractor shall comply with the performance requirements stipulated in the Schedule of Services (**SOS**).

#### **5.6.2 Assignment and sub-letting**

1) Neither the Purchaser nor the Contractor shall assign obligations under the agreement without the written consent of the other party.

2) The Contractor shall not without the written consent of the Purchaser initiate or terminate any joint venture or sub-contract arrangement for performance of all or part of the Services.

### **5.7 PERFORMANCE OF THE SERVICES**

#### **5.7.1 Location**

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

#### **5.7.2 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**.

#### **5.7.3 Commencement and Completion of Services**

1) The Contractor shall commence the Services not later than the number of days after the Effective Date specified in the **SCC** and shall complete the Services in line with the Schedule of Services.

#### **5.7.4 Expiry of Contract**

1) Unless terminated earlier pursuant to Clause 5.11, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

### **5.8 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

#### **5.8.1 Public Liability Insurance**

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



## **5.8.2 Warehouse and Transit Insurance**

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

## **5.8.3 Insurance Documentation**

- 1) Within 14 days of Contract signature the Contractor 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 the **SCC**.
- 2) 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.
- 3) If the Contractor does not provide the insurance certificates required, the Purchaser may effect the insurance which the Contractor should have provided and recover the premiums the Purchaser has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

## **5.9 VARIATION ORDERS**

- 1) Variation in or modification of the terms of the Contract shall be made by written amendment signed by the parties.

## **5.10 TERMS OF PAYMENT**

### **5.10.1 Payment Schedule**

- 1) The total payments made to the Contractor for the provision of the 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 5.9.
- 2) Payments will be made to the Contractor according to the terms stated in the **SCC**.
- 3) Payment shall be made within 30 days after acceptance of the invoice and the relevant documents as stated in the **SCC** and within 60 days in the case of the final payment.
- 4) Upon termination of this Contract pursuant to Clauses 5.11 hereof, Purchaser shall make the following payments to the Contractor:
  - (a) Remuneration pursuant to Clause 5.10 hereof for Services satisfactorily performed prior to the effective date of termination; and
  - (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 5.11.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

### **5.10.2 Taxes and Duties**

- 1) Refer to **SCC**.

## **5.11 TERMINATION AND SUSPENSION**

### **5.11.1 Termination for Default**

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



- (a) Does not remedy a failure in the performance of its obligations, as specified in a Notice of Suspension pursuant to Clause 5.11.5, within thirty (30) days after being notified or within a further period as the Purchaser may have subsequently approved in writing;
- (b) Fails to perform any other obligations under the contract, or;
- (c) Has engaged in fraud, corruption, collusion, coercion and obstructive practise 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.

#### **5.11.2 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.

#### **5.11.3 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.

#### **5.11.4 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 pursuant to this Contract and not subject to dispute pursuant to Clause 5.12 hereof within forty-five days after receiving written notice from the Contractor that such payment is overdue.
  - (b) as the result of an event of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty days.
  - (c) The Purchaser fails to comply with any Arbitral Award published as a result of arbitration pursuant to Clause 5.12 hereof.

#### **5.11.5 Suspension of Payments**

- 1) The Purchaser may, by written Notice of Suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor 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 Contractor to remedy such failure within a period not exceeding thirty days after receipt by the Contractor of such notice of suspension.

#### **5.11.6 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.

#### **5.11.7 Suspension of the Services**

1) In the event that the Services are suspended due to circumstances beyond the control of the Purchaser or the Contractor, the Purchaser shall after due consultation with the Contractor, determine any extension of time and the amount that shall be added to the Contract Price under Clause 5.13.2 to which the Contractor is entitled.

### **5.12 DISPUTES AND SETTLEMENT**

#### **5.12.1 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.

### **5.13 FORCE MAJEURE**

#### **5.13.1 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.

#### **5.13.2 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.

#### **5.13.3 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, 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.



#### **5.14 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 for Tender (RFT) and General Conditions of Contract.

Clause Ref	Heading	Description
5.1 (6)	Purchaser's Representative	The Purchaser is represented by:
5.1 (6)	Contractor's Representative	The Contractor 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(6) & 5.5.1 (1)	Contract Manager	The Contract Manager is:
5.3(1)	Member-in-Charge	The Member-in-Charge is: [Enter details]
5.4(1) & (2)	Notices	The addresses for submitting Notices shall be: <u>For the Purchaser</u> Mr. / Mrs. [Enter name]
5.5.4(1)	Assistance & Exemptions	[Enter details]
5.7.1(1)	Location	The services are to be performed in (PURCHASER to enter) at the following locations: [Enter locations]
5.7.2(1)	Effectiveness of Contract	[Enter date]
5.7.3(1)	Commencement of Services Completion of Services	The Contractor shall commence the services on [PURCHASER to enter] The Contractor shall complete the services on [PURCHASER to enter]
5.7.4(1)	Expiration of Contract	The Contract shall expire [enter number] months after the Effective Date, i.e. on [enter date]
5.8.1(1)	Insurances to be taken by the Contractor	[PURCHASER to specify if applicable and, if so, enter details] <b>Sample</b> Public Liability Insurance The Contractor shall maintain public liability insurance covering the Contractor, his employees, agents and sub-Contractors from the effective date of this Agreement until the completion of the Services in the sum of [PURCHASER to enter amount].
5.8.2(1)		[PURCHASER to specify if applicable and, if so, enter details] Warehouse and Transit Insurance



<b>5.8.3(1)</b>	Insurance Documentation Required	<b>[PURCHASER to enter]</b>
<b>5.10.1(2)</b>	Payment Schedule	Payments will be made to the Contractor as follows: <b>[enter details]</b> Where Advance Payments are to be allowed, Advance Payment Securities shall be required using the Template provided <b>[PURCHASER to enter]</b>
<b>5.10.1(3)</b>	Relevant Documents Accompanying the Invoice(s)	<b>[PURCHASER to enter]</b>
<b>5.10.2</b>	Taxes and Duties	<b>PURCHASER to enter]</b>



## **SECTION 7 SECURITY AND CONTRACT FORMS**

### **TABLE OF CONTENTS**

**Sample forms are attached for use as applicable:**

**FORM 1 TENDER SECURITY (BANK GUARANTEE)**

**FORM 2 PERFORMANCE SECURITY (BANK GUARANTEE)**

**FORM 3 ADVANCE PAYMENT SECURITY (BANK GUARANTEE)**

**FORM 4 CONTRACT AGREEMENT**



## Form 1 - Tender Security (Bank Guarantee)

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

To:

**Beneficiary:** [Enter beneficiary]

**Date:** [Enter date]

**TENDER GUARANTEE No.:** [Enter Guarantee Number]

We have been informed that [enter name of the Tenderer] ("the Tenderer") intends to submit to you its Tender ("the Tender") for the execution of [Enter name of contract] under Request for Tender No. [Enter Tender number] ("the RFT").

Furthermore, we understand that, according to your conditions, the Tender must be supported by a Tender guarantee.

At the request of the Tenderer, we [Enter name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of 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 Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of Tender validity as specified in the Tendering Document; or
- (b) Does not accept the correction of arithmetical errors as specified in Tendering Document; or
- (c) Having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity, (i) fails to furnish the performance security, in accordance with the Tendering Document or, (ii) fails or refuses to execute the Contract Agreement.

This guarantee will expire (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the Purchaser and of the Performance Security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification that the Tenderer's Tender has not been successful; or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

[Seal of Bank, Names of Signatory(ies) and Signature(s)]

**Note –**

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



1           Insert the amount specified in the Tender documentation and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.



## Form 2 - 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 [enter name of the Contractor] (“the Contractor”) has been awarded by you a Contract for the execution of [Enter name of contract and brief description of Services] (“the Contract”).

Furthermore, we understand that, according to the Conditions of the Tender documentation, a Performance Guarantee is required.

At the request of the successful Tenderer, 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] [enter name of currency and amount in words]<sup>1</sup> 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]<sup>2</sup> 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, Names of Signatory(ies) 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> The Bank shall insert an amount specified in the Tender documentation and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date thirty days after the expected completion date. 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. Such request must be in writing and must be made prior to the expiration date established in the guarantee.





### Form 3 - 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 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 in words]<sup>1</sup> is to be made against an advance payment guarantee.

At the request of the Contractor, 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 Contractor is in breach of any of its obligation 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 [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, Names of Signatory(ies) 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 4 - 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 Tender 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 Tender 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>	