



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

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

26. Termination for Insolvency

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

27. Termination for Convenience

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

28. Termination by the Contractor

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

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

29. Suspension of Funding

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

DISPUTES AND SETTLEMENT

30. Negotiated Settlement

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

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



FORCE MAJEURE

31. No Breach of Contract

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

32. Extension of Time

(1) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

33. Payments

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

INTEGRITY/ PROBITY

34. Competing for and Executing the Contract

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

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

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



Special Conditions of Contract (SCC)

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

GCC Ref.	HEADING	DETAILS TO BE ENTERED BY EMPLOYER (Where Applicable)
4	The following shall be added.	<p>Definition of Commencement Date and Completion Date:</p> <p>"Commencement Date" means the date by which the Contractor shall commence provision of the Services;</p> <p>"Completion Date" means the date by which the Contractor shall have completed provision of the Services;</p> <p>Commencement Date: 22-November-2019 Completion Date: 22-December-2019</p>
4 & 5 (1)	Construction Supervisor	<p>Divisional Manager, Public Works Department, Shefa Province, PMB 9044, Efate, Port Vila, Vanuatu Telephone: 7107925, Fax: 24495 E-mail: pelint@vanuatu.gov.vu</p>
8(1)&(2)	Standards	<p>Public Works Department Standard Technical Specification for Road and Bridge Works (STSRBW), June 2014 and as amended in the Supplementary Specification for this Contract. Note that the Supplementary Specification in this Contract shall have precedence over the STSRBW.</p>
11(2)	Insurances	<p>Contractor's Equipment: Contractor's Risk. Public Liability Insurance: 10 million vatu (minimum) Workman's Compensation: As per statutory minimum requirements of the Workmen's Compensation Act 1987.</p>
17(1)	Advance Payment	No advance payment will be made.
18(1)	Interim Payments	The Contractor is eligible to claim payments on a monthly basis for services provided.
19(1)	Retention	Not applicable.
21(1)	Taxes and Duties	All prices and payments under this Contract shall be VAT Inclusive.
22(1)	Performance Security	Not applicable.
23(1)	Liquidated Damages	Not applicable.



SECTION H: SAMPLE FORMS

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

FORM 1 – Contract Agreement

FORM 2 – Practical Completion ("Taking Over") Certificate

FORM 3 – Performance Security (Bank Guarantee)

FORM 4 – Advance Payment Security (Bank Guarantee)

FORM 5 – Defects Liability Certificate