



**FORM 1 – CONTRACT AGREEMENT**

<b>Contract No:</b>	[Employer to enter]
<b>Brief Description of Contract:</b>	[Employer to enter]

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

Whereas the Employer has accepted the Quotation of the Contractor [enter reference number and date] for the performance of such Works in the sum of:  
[Employer 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 Contractors Quotation, including the Schedule of Requirements and associated Construction Schedule, the Schedule of Rates and Prices or (in the case of a Lump Sum Contract Activity and Price Schedules) [Employer to enter as required]
- (d) Other documents [Employer to enter as required]

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

The Employer hereby agrees to pay the Contractor in consideration of the completed Works 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 Employer		For the Contractor	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>		<b>Date:</b>	





**FORM 2 – PRACTICAL COMPLETION (“TAKING OVER”) CERTIFICATE**

<b>CONTRACT No.:</b>	
<b>CONTRACT TITLE/ DESCRIPTION:</b>	
<b>CONTRACTOR:</b>	
<b>LOCATION OF WORKS:</b>	
<b>CONTRACT START DATE:</b>	
<b>CONTRACT COMPLETION DATE:</b>	
<b>TOTAL COST OF WORKS</b>	

**DESCRIPTION OF WORKS COVERED BY THIS CERTIFICATE**

<b>1.</b>	

In accordance with the provisions set forth in the Contract Agreement and on the basis of the verification/inspection of completion of the works undertaken by the Employer's Representative on [Enter date of inspection], we hereby certify that the Contractor has satisfactorily and fully completed the scope of works [Employer to enter, including variations, if any] as called for in the Contract Agreement, in accordance with the Schedule of Requirements and associated Construction Schedule, approved plans and technical specifications, and the Price Schedule (whether based on unit prices or lump sum). The defects liability period commences from the date of Practical Completion and shall remain in effect for [Employer to enter defects liability period] thereafter.

**SCHEDULE OF DEFECTS AND/OR OUTSTANDING WORKS AT DATE OF ISSUE OF NOTICE**

<b>LOCATION</b>	<b>DESCRIPTION</b>

This Certificate likewise provides approval for the release of 50% of the Retention due to the Contractor in accordance with the terms and conditions of the Contract.

<b>Practical Completion Date:</b>	<b>Date of Issuance of this Certificate:</b>
For and on behalf of: [Employer]	Confirming Acceptance for and on behalf of: [Contractor]
By: [Employer to enter name] [Enter signature]	By: [Contractor to enter name] [Enter signature]





**FORM 3 - Performance Security (Bank Guarantee)**

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

To:

Beneficiary: [Enter beneficiary]

Date: [Enter date]

PERFORMANCE GUARANTEE No.: [Enter Guarantee Number]

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

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

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in words and figures]<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 and Signature(s)]

Note:

<sup>1</sup> Insert the amount representing 10% of the Contract Price and denominated in the currency of the Contract.

<sup>2</sup> Enter the date thirty days after the expiry of the defects liability obligations, as established in the contract. The Beneficiary should note that in the event of an extension of the time for completion of the Contract (and therefore of the Defects Liability Period), the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.





**FORM 4 - Advance Payment Security (Bank Guarantee)**

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

To:

**Beneficiary:** [Enter beneficiary]

**Date:** [Enter date]

**ADVANCE PAYMENT GUARANTEE No.:** [Enter Guarantee Number]

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

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

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in figures and in words]<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 obligations under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as stated in copies of submitted invoices which shall be presented to us. This guarantee shall remain valid and in full effect from the date the advance payment is received by the Contractor in its bank account until [Insert date]<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 [Insert number] months, in response to the Beneficiary's written request for such extension, such request to be presented to us before the expiry of the guarantee.

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

[Seal of Bank and Signature(s)]

**Note:**

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

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



**FORM 5 – DEFECTS LIABILITY CERTIFICATE**

Contract No. [Employer to insert]

Description of Works	
Location of Works	
Name of Contractor	
Total Cost of Works	
Date Started	
Date Completion of Defects Liability Period	

In accordance with the provisions set forth in the Contract and on the basis of the verification of the completion of notified defects undertaken by the Construction Supervisor on [Insert Date of inspection], we hereby certify that the Contractor has satisfactorily and fully completed the Contract in its entirety and in accordance with the Schedule of Works and Quotation Schedule, approved plans and technical specifications, and any other contractual documents.

This Certificate likewise provides approval for the release of the Performance Security and remaining Retention Monies due to the Contractor in accordance with the terms and conditions of the Contract.

Issued [Enter date].

By:

\_\_\_\_\_  
[Employer to enter name]  
Construction Supervision Engineer

\_\_\_\_\_  
[Employer to enter name of  
recipient who will also sign to  
confirm acceptance of the works]

[Enter signature]