**CONTRACT FOR THE EXECUTION OF WORKS BY DOMESTIC FIRMS**

**SPECIFIC CONTRACT CONDITIONS**

**FOR**

**[PROCUREMENT TITLE]**

**[CONTRACT NUMBER: ]**

**This contract for the Execution of Works by Domestic Firms (“Contract”)**  
is entered into between:

The Government of Kiribati through the [Ministry of X / SOE] with its office at the address stated in Article 4 of the SCC (hereinafter referred to as the “Procuring Entity”)

and

[name of the Contractor] with address as stated in Article 4 of the SCC (hereinafter referred to as the “Contractor”), together referred to as the “Parties”.

**RECITALS**

WHEREAS the Procuring Entity wishes to receive from the Contractor, and the Contractor is willing to provide to the Procuring Entity, the Execution of Works as more fully defined hereinafter;

WHEREAS the Contractor is ready and willing to accept the Contract with the Procuring Entity. the Parties agree on the following terms and conditions:

### General provisions

1.1 In this Contract words and expressions shall unless the context otherwise requires the same meanings as are respectively assigned to them in the General Contract Conditions (GCC) hereinafter referred to in Annex C.

1.2 The following annexes form an integral part of the Contract:

* Annex A – Conditions for Execution of Works;
* Annex B – The General Contract Conditions (GCC);
* Annex C – The Works Program and Delivery Schedule (Whichever applies);
* Annex D – The Specification
* (add annexes as required)

### Scope of the Execution of Works

The Contractor shall execute the Works described in Annex A to the SCC “Conditions for Execution of Works” (the “Execution of Works”) on the delivery date or dates stated in the Work Program (“Work Program”) sets out in Annex D and in accordance with the “Specifications” set out in Annex D to this SCC and shall remedy defects in conformity in all respects with the provisions of the Contract.

### Payment

* 1. The Procuring Entity shall pay the Contractor in accordance with the terms of the Contract a total amount of (the “Contract Amount”):

|  |  |
| --- | --- |
| **AU$** | **[insert total amount]** |

* 1. Upon submission of an appropriate invoice by Contractor in accordance with Part VI of the GCC, the Contract Amount shall be paid in AU$ *[**in a lump sum [or] in accordance with the following payment schedule (delete the table if lump sum)]*:

|  |  |  |
| --- | --- | --- |
| No | Payment Date: | Amount |
| 1st |  |  |
| 2nd |  |  |
| 3rd |  |  |

* 1. Final payment will be made upon acceptance of the Works in accordance with Part VI of the GCC.
  2. The Contractor shall have sole responsibility for:

1. the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Contract, whether paid as part of the Contract Amount or not, and
2. the filing of any required tax returns or other information related thereto with the relevant tax authorities.

If any tax must be paid by the Procuring Entity on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by the Procuring Entity to the Contractor.

### Payment shall be made to the bank account of the Contractor as specified in Article 4 of the SCC.

### Official Addresses for Notices and Requests

Any notice, or request under the Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or e-mail to the party to which it is required to be given or made at such party's address specified below. In case of a change of contact person, the Party concerned is obliged to inform the other Party in good time.

For the Procuring Entity:

|  |  |
| --- | --- |
| Address |  |
| Country | Republic of Kiribati |
| Attention of | **[authorised representative]** |
| e-mail |  |
| Phone |  |

For the Contractor:

|  |  |
| --- | --- |
| Address |  |
| Country |  |
| Attention of | **[authorised representative]** |
| e-mail |  |
| Phone |  |
| Bank account details |  |

### Rights and Obligations of the Contractor

The rights and obligations of the Contractor are strictly limited to the terms and conditions of the Contract that include the GCC and the SCC. Accordingly, the Contractor shall not be entitled to any payment except as expressly provided in the Contract.

### Effectiveness

The Contract shall become effective, as per Clause 8 of the GCC, upon due execution by the Parties and shall continue in full force and effect until the earlier of:

1. complete performance of the Contractor’s obligations under the Contract, including guarantees obligations, and all payments therefore, or
2. termination of the Contract in accordance with Clauses 15 or 16 of the GCC.

### Duration of the Contract

The Contract shall have an overall duration of (in line with Annex C):

|  |  |
| --- | --- |
| Start Date | End Date |
|  |  |

*[specify delivery date (if only one delivery) duration in years / months / days or date of termination]*

### Amending the Standard Terms and Conditions

The following Special Conditions have been agreed by the Parties, and shall replace the referred section of the General Contract Conditions, wholly or partly, as described below

*[clearly regulate possible and exceptional amendments of the General Contract Conditions, which have to be approved in advance by the OAG]*

\* \* \* \* \*

The Parties have agreed on the terms and conditions of this Contract which has been signed in two (2) original copies whereof the Parties have received one (1) copy each.

**FOR THE PROCURING ENTITY FOR THE CONTRACTOR**

(date, name and signature) (date, name and signature)

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**In witness by**

(date, name and signature) (date, name and signature)

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# ANNEX A – CONDITIONS FOR EXECUTION OF WORKS

### Works to be executed

*Brief description of works (with reference to Annex E, Specification)*

### Delivery Schedule and final date

*The Work Program and/or Schedule/Delivery date(s)* *(could be included as a separate Annex D)*

### The Site

* 1. *Clear description of the site*
  2. *Site for loading and unloading bays*
  3. *Site office*
  4. *Material storage if on site*
  5. *Etc insert other description of the construction area that may be required.*

### Documents to be provided

* 1. Drawings
  2. Bill of Quantities
  3. Material List
  4. Etc *Insert and amend as necessary*

### Securities

*Insurance policy or assets of Contract [where appropriate], Performance guarantees, retention, etc., and rules for issuance and release of guarantees*

### Other conditions

*Such as appointment of Project Manager for the Contractor*

# ANNEX B – GENERAL CONTRACT CONDITIONS

*[refer to the GCC in pdf format, replacing this document]*

# ANNEX C – Work Program or Delivery Dates

# ANNEX D – SPECIFICATIONS

*[Include the Specifications of the Contract, normally replacing this document as Annex D]*