**CONTRACT FOR THE PROVISION OF STANDARD SERVICES**

**SPECIFIC CONTRACT CONDITIONS**

**FOR**

**[PROCUREMENT TITLE]**

**[CONTRACT NUMBER: ]**

**This contract for the Provision of Standard Services (“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 Service Provider] with address as stated in Article 4 of the SCC (hereinafter referred to as the “Service Provider”), together referred as the “Parties”.

**RECITALS**

WHEREAS the Procuring Entity wishes to receive from the Service Provider, and the Service Provider is willing to provide to the Procuring Entity, the Standard Services as more fully defined hereinafter;

WHEREAS the Service Provider is ready and willing to accept the Contract with the Procuring Entity, the Parties agree to the following terms and conditions:

### General provisions

1. The following annexes form an integral part of the Contract:

* Annex A – Condition for provisions of Standard Services;
* Annex B – Specification;
* Annex C – General Contract Conditions;
* *Annex D – Schedule of Delivery Dates;*
* *Annex E… (add annexes as required)*

### Provision of Standard Services

The Service Provider shall provide the Standard Services described in Annex A to the SCC “Conditions for Provision of Standard Services” (the “Services”) on the delivery date or dates (“Delivery Date or Dates”) and in accordance with the “Specification” set out in Annex B to the SCC and shall remedy defects and / or non-conformities in compliance in all respects with the provisions of the Contract.

### Payment

3.1 The Procuring Entity shall pay the Supplier 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 Supplier 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 Services in accordance with Part VI of the GCC.
  2. The Service Provider 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 Service Provider.

* 1. Payment shall be made to the bank account of the Service Provider 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 Service Provider:

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

### Rights and Obligations of the Service Provider

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

### Effectiveness

The Contract shall become effective, as per Clause 9 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 Service Provider’s obligations under the Contract, including guarantees obligations, and all payments therefore, or
2. termination of the Contract in accordance with Clauses 15 and 16 of the GCC.

### Duration of the Contract

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

|  |  |
| --- | --- |
| **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 Clause 00 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 SERVICE PROVIDER**

(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 PROVISION OF STANDARD SERVICES

### Services to be provided

*Brief description of the services*

### Execution period(s)

*Beginning of execution – in line with Clause 9 of the GCC and Article 5 of the SCC*

*Duration of execution*

*End of execution / contract duration*

### Terms of Services provision

*Specify terms of Services as per the Specification*

### Documents to be provided

*Such as manuals, instructions, warranties, etc.*

### Other conditions

*Specify if necessary*

# ANNEX B – SPECIFICATION

[*detailed description of the Services, including the Specification of the Contract*]

# ANNEX C – GENERAL CONTRACT CONDITIONS

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