**CONTRACT FOR THE PROVISION OF TIME BASED CONSULTING SERVICES BY FIRMS**

**SPECIFIC CONTRACT CONDITIONS**

**FOR**

**[PROCUREMENT TITLE]**

**[CONTRACT NUMBER: ]**

**This contract for the provision of Consulting 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 Consultant] with address as stated in Article 4 of the SCC (hereinafter referred to as the “Consultant”), together referred as the “Parties”.

**RECITALS**

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

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

### General provisions

The following annexes form an integral part of the Contract:

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

### Provision of Consulting Services

The Consultant shall provide the Consulting Services described in Annex A to this SCC “Conditions for Provision of Consulting Services” (the “Consulting Services”) on the delivery date or dates (“Delivery Date or Dates”) and in accordance with the “Terms of Reference” 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 this Contract.

### Payment

### The Procuring Entity shall pay the Consultant in accordance with the terms of the Contract a total amount of (the “Contract Amount”):

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

### Upon submission of an appropriate invoice by Consultant in accordance with Part VI of the GCC, the Contract Amount shall be paid in AU$ in accordance with the following payment schedule:

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

### Final payment will be made upon acceptance of the Consulting Services in accordance with Clause 33 of the GCC.

### The Consultant 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 Consultant.

### Payment shall be made to the bank account of the Consultant 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 Consultant:

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

### Rights and Obligations of the Consultant

The rights and obligations of the Consultant are strictly limited to the terms and conditions of this Contract, that includes the GCC and the SCC. Accordingly, the Consultant 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 Consultant’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 CONSULTANT**

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

# ------------------------------------------------------- --------------------------------------------------

**In witness by**

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

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# ANNEX A – CONDITIONS FOR PROVISION OF CONSULTING SERVICES

### Consulting Services to be provided

*Brief description of the Consulting Service, with reference to Annex B, Terms of References*

### Execution period(s)

*Beginning of execution – in line with Clause 9 of the GCC and Article 5 of the SCC (could be included as a separate Annex E)*

*Duration of execution*

*Reporting and/or deliverable schedule*

*End of execution / contract duration*

### Place of Delivery

*Clear description of the place(s) where the Consulting Services are to be executed*

### Documents to be provided

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

### Other conditions

*Specify if necessary*

*Such as appointment of Project Manager for the Consultant*

# ANNEX B – TERMS OF REFERENCE

[*detailed description of the Consulting Services, including ToR of the Contract*]

# ANNEX C – GENERAL CONTRACT CONDITIONS

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