



## REQUEST FOR QUOTATIONS (RFQ) PHYSICAL SERVICES

RFQ PHYSICAL SERVICES NUMBER: **XXXX**

To: Whom It May Concern

Date: **30<sup>th</sup> November** 2020

The Department of Water Resources, (the Purchaser), representing the Ministry of Lands and Natural Resources, invites you to submit your quotation for carrying out the services as described herein. Any resulting contract shall be subject to the attached General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). At the time the Contract is awarded the Purchaser reserves the right to increase or decrease the quantities of the Services up to twenty-five (25%) percent and/or total cost of any resulting Contract value up to ten (10%) percent.

### SECTION A: QUOTATION REQUIREMENTS

#### 1) Description of Services and Location:

The Department of Water Resources (DoWR) under the auspices of the Ministry of Lands and Natural Resources, was set up to ensure sustainable and equitable access to safe water and sanitation for the people of Vanuatu to support improved public health and promote social and economic development. Currently, in Vanuatu, over 60% of water sources DoWR has tested are contaminated with coliforms. There is currently a need to build political will at the area council and provincial level for household water treatment.

**This RFQ seeks responses from organisations who have analytical and graphic artist skills, who can create Provincial and Area Council profiles** with basic Water, Sanitation and Hygiene data included to give local government decision makers the information they need to make informed decisions. The selected candidate will coordinate with key stakeholders, review existing materials, and incorporate feedback from WASH sector actors.

- 2) Quotations should be: VAT exempt
- 3) Services are to commence: Thirty (30) days from Contract signing. Services are to be completed by: 30<sup>th</sup> September 2021 **(Preference may be given to those who can finish earlier)**
- 4) Quotations must be valid for one hundred and twenty (120) days from the Submission Date and Time given below.
- 5) A pre-submission briefing will be held at 10am, 7th December 2020 at the DoWR EOC, George Pompidou Complex, Port Vila, Vanuatu.
- 6) Quotations and supporting documents as specified in Section B must be marked with the RFQ Physical Services Number given above and indicate your acceptance of the stated terms and conditions.
- 7) Quotations must be received no later than the Submission Date and Time being: 4:30pm 14<sup>th</sup> December 2020 by mail or hand delivered to the address specified



below.

- 8)** Quotations must be returned to:  
Esther Sandrin Teitoka  
Department of Water Resources  
George Pompidou Complex, Port Vila  
esteitoka@vanuatu.gov.vu
- 9)** The attached Schedule of Requirements at Section C and Schedule of Rates and Prices Sections D details the services to be performed. You are requested to quote by completing Sections B, C and D. Quotations shall cover all costs of labor, materials, equipment, overheads, profits and all associated costs for performing the services.
- 10)** Quotations that are responsive, qualified and technically compliant will be ranked according to price. A Contract will generally be issued to the lowest priced quotation. However, the Purchaser is not bound to accept the lowest or any quotation.

Signed:

Date:

Name: Erickson Sammy

Title/Position: Director

Address: Department of Water Resources  
George Pompidou Complex, Port Vila, Vanuatu

(For, and on behalf of the Employer)



## **SECTION B: CONTRACTORS QUOTATION**

### **PURCHASER'S RFQ PHYSICAL SERVICES NUMBER:**

- 1) Currency of Quotation:
- 2) Services will commence on: TBD
- 3) Services to be completed by: 30<sup>th</sup> September 2021
- 3) The validity period of this Quotation is: 15 days from the Submission Date.
- 4) We enclose the following documents:
  - A copy of our business or NGO registration certificate
  - A sample showing analytical and graphic design work
  - A schedule of deliverable timing (Section C)
  - A budget breakdown (Section D)
  - A budget summary by DWSSP (Section E)
  - CV's of the team members (CV's of both technical and facilitators trained by DoWR must be included in the bid. Use of individuals whose CV is not included in the proposal is not permitted).
- 5) We confirm that our quotation is subject to both the attached General Conditions and Special Conditions of Contract and is based on the terms and conditions stated in your Request for Quotations referenced above.
- 6) We confirm that the prices quoted are fixed for the duration of the validity period and any subsequent contract that may be awarded.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



**SECTION C: SCHEDULE OF REQUIREMENTS** (Detailed Description of Services)

	Description of Timeline	Month 1				Month 2				Month 3			
		1	2	3	4	1	2	3	4	1	2	3	4
1	Contractor to add timeline here. Sample items are included below												
	<b>Kick-off meeting with DoWR</b>												
	<b>Key informant Interviews with MoH, LGA, DoWR, Provincial Planners &amp; UNICEF to identify existing information and additional needs</b>												
	<b>Review of existing materials such as:</b> <ul style="list-style-type: none"> <li>- DoWR Water Quality Dashboard</li> <li>- Water Resources Inventory data and questionnaires</li> <li>- MoH and other provincial profiles</li> </ul>												
	<b>Present list and share via email key items to be included in Provincial and Area Council Profiles such as:</b> <ul style="list-style-type: none"> <li>- Water Quality Tests and Results Map</li> <li>- Completed DWSSPS</li> <li>- Registered water systems (Area council profile only)</li> <li>- Surface water sources (Area council profile only)</li> <li>- Registered water committees</li> <li>- Water system Functionality Percent</li> <li>- Sanitation Data from Census</li> <li>- Hand-washing facilities at institutions</li> <li>- % of 1,2, 3 star WASH in Schools</li> <li>- WASH in Healthcare Facilities</li> </ul>												
	<b>Present Draft Provincial and Area Council Profile Format to WASH Sector and DoWR staff for feedback and share via email</b>												
	<b>Present Six Profiles and 72 Area Council Profiles to DLA, WASH Cluster and DoWR staff for feedback and share via email</b>												
	<b>Submit Final Profiles in a format that DoWR can update in the future</b>												

Signed:  
 Name:  
 Title/Position:  
 Authorised for and on behalf of:  
 Contractor:  
 Address:





**SECTION E: SCHEDULE OF RATES AND PRICES (Lump Sum)**

Payment will be made after final written DWSSP is accepted by DoWR. Final payment will be reduced if contract agreements are not completed, as outlined in schedule A.

Item	Description of Service by Activity	Total Price
	Key consultations and presentations to WASH Sector Actors	
	Approved Sample Provincial and Area Council WASH Profile format	
	6 Provincial WASH Profiles and 71 area council profiles	
	<b>Total Lump Sum</b>	

- Exclusive of VAT and duties**
- Inclusive of VAT and duties**

Signed:  
 Name:  
 Title/Position:  
 Authorised for and on behalf of:  
 Contractor:  
 Address:



## SECTION F: GENERAL CONDITIONS OF CONTRACT (GCC)

### GENERAL PROVISIONS

1. The Documents listed in the Contract represent the entire and integrated Contract between the Purchaser and the Contractor. The Contract is governed by and shall be construed in accordance with the Laws of the Republic of Vanuatu, and the ruling language of the Contract is English.
2. All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract. All correspondence and documents relating to the Contract between the parties and their representatives shall be in English.
3. Neither the Purchaser nor the Contractor shall assign, in whole or in part, their obligations under the Contract, except with the prior written consent of the other party.

4. In these Conditions of Contract, unless the context otherwise requires:

**Contractor** means the person or organization stated in the Contract Agreement whose Quotation to provide the Services has been accepted by the Purchaser;

**Contract** means the signed Contract Agreement, and the documentation specified therein, as entered into between Purchaser and the Contractor for the performance of the Services;

**Contract Manager** means the person named in the **SCC**, who manages the implementation of the Contract on behalf of the Purchaser;

**Contract Cost** means the total sum stated in the Contract Agreement in both words and figures;

**Days** means calendar days,

**Force Majeure** means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, natural disasters (such as earthquakes, tsunamis, fires, floods etc.), epidemics, quarantine restrictions, and freight embargo;

**In writing** means communicated in written form (e.g. by letter, e-mail or fax);

**Months** mean calendar months;

**Purchaser** means the Government of Vanuatu Procuring Entity stated in the contract,

**Personnel** means professional and support staff, provided by the Contractor, or by Subcontractors assigned to perform the Services or any part thereof;

**Specification** means the Specification of the Physical Services included in the Contract Agreement and any modification or addition made or approved by the Contract Manager;

**Subcontractor** means any person or organization that provides physical services to the Contractor;

**Variation** is an instruction given by the Purchaser which varies the Contract Agreement.

Clause headings shall not be used in the interpretation of these Conditions.

Words in the singular also include the plural and vice versa when the context so requires.

Words indicating a gender include either gender.



## **OBLIGATIONS OF THE PURCHASER**

### **5. General Obligations**

- (1) The Purchaser shall appoint a Contract Manager, as specified in the **SCC**, for the Services and shall provide written notice to the Contractor of such an appointment.
- (2) The Purchaser shall pay to the Contractor sums due under the Contract.

## **OBLIGATIONS OF THE CONTRACTOR**

### **6. Scope of Services**

- (1) The Contractor shall complete the Services at the locations specified in the Contract, and shall obtain a Certificate of Completion from the Contract Manager.

### **7. Subcontracting**

- (1) The Contractor shall obtain the Purchaser's prior approval in writing of all subcontractors, who are not specified in its Quotation, with whom the Contractor wishes to engage under the Contract. Such approval shall not relieve the Contractor from any of its obligations, duties, responsibilities or liability under the Contract.

### **8. Insurance**

- (1) The Contractor shall provide, in the joint names of the Purchaser and the Contractor, such insurances as are necessary to cover the liability of the Contractor, and subcontractor(s) where applicable, in respect of, but not limited to, (a) personal injuries or deaths and damage to real or personal property arising out of or in the course of the carrying out of the Physical Services; (b) all equipment, materials and goods intended for the Physical Services, delivered to, or placed where or adjacent to where the Physical Services will be carried out and during warehousing and transit in an amount not less than the full replacement cost of such equipment, materials and goods against all risks or physical loss or damage.
- (2) Such insurances shall be in the type and amounts specified in the **SCC** and shall cover the period from the Commencement Date to the Completion Date of the Physical Services as stated in the Contract Agreement. The Contractor shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Purchaser.

## **ACCEPTANCE AND REJECTION**

### **9. Performance of the Physical Services**

- (1) The Contractor shall complete the Physical Services within the time period, and at the place(s) specified in the Schedule of Requirements.

### **10. Acceptance of the Physical Services**

- (1) Acceptance of the Physical Services shall not be considered complete until receipt of the signed Certificate of Completion. To certify acceptance, the Contractor shall provide to the Purchaser at the completion of the Physical Services a Certificate of Completion signed and stamped by the Contract Manager in the format provided.

### **11. Rejection of the Physical Services**

- (1) The Purchaser may reject any Physical Services which are not performed in accordance with the Contract Agreement. The Purchaser shall, upon rejection of any Physical Services, notify the Contractor and may direct that the rejected Physical Services be rectified at the Contractor's risk and expense within such reasonable time as the Purchaser may direct.



Should the Contractor fail to rectify the rejected Physical Services within the time directed, the Purchaser may have the rejected Physical Services completed at the Contractor's risk and expense.

## **VARIATION ORDERS**

### **12. Purchaser and Contractors Rights**

(1) The Purchaser may prepare a Variation Order making changes to the Physical Services, timing, cost of the Contract, and/or other conditions, and submit it, with a brief justification for the variation, to the Contractor for acceptance. If accepted, the Purchaser shall issue the Variation Order to the Contractor.

(2) The Contractor may submit a written proposal to the Purchaser requesting a variation in the Physical Services. The proposal shall include a reasonable estimate of the time and/or cost of the variation, as well as a brief justification for the variation. If the Purchaser agrees to the proposal, it shall prepare and issue the Variation Order to the Contractor.

(3) Variation in or modification of the terms of the Contract shall be made by written amendment signed by both parties.

## **TERMS OF PAYMENT**

### **13. Contract Cost**

(1) The total payments made to the Contractor for the provision of the Physical Services under the Contract shall not exceed the Contract Price stated in the Contract Agreement, except for changes made to the Contract as provided for in Clause 12.

### **14. Advance Payment**

(1) If specified in the **SCC**, the Purchaser will make an advance payment to the Contractor against submission by the Contractor of an unconditional Advance Payment Bank Guarantee in the format specified by the Purchaser.

(2) The advance payment shall be repaid by deducting amounts from payments otherwise due to the Contractor. The total advance payment shall be recovered during the period of the Contract.

### **15. Interim Payments**

(1) Interim payments Payment(s) to the Contractor shall be made, at the intervals or for the periods as specified in the **SCC**. Interim payment shall be made in the currency of the Contract and will be the estimated value of the services executed, as approved by the Purchaser up to the end of the period for which payment is being made less any deductions for retention money and repayment of advance.

(2) Request(s) for payment(s) shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Services completed, always provided that other obligations stipulated in the Contract have been met.

(3) Payments shall be made by the Purchaser within 30 days after acceptance of the Invoice and other required documentation.

### **16. Final Payment**

(1) Within 30 days of the completion of the Services, the Contractor shall submit a Final Invoice to the Purchaser together with the signed Certificate of Completions.

(2) The Purchaser shall arrange for payment within 30 days from receipt of the Final Invoice and signed Certificate of Completion.

### **17. Taxes and Duties**



(1) Taxes and Duties as applicable are stated in the **SCC**.

### **PERFORMANCE SECURITY**

18. Requirement for Performance Security

(1) Details of any Performance Security required are as stated in the **SCC** and it shall be furnished by the Contractor in the format provided.

### **LIQUIDATED DAMAGES**

19. Provisions for Liquidated Damages

(1) Liquidated Damages as applicable are as stated in the **SCC**.

### **SAFETY HEALTH AND WELFARE**

20. Requirements for Safety Health and Welfare

(1) The Contractor shall be responsible for all Physical Services at the specified locations and shall comply with all relevant provisions of the laws in the Republic of Vanuatu.

### **TERMINATION AND SUSPENSION**

21. Termination for Default

(1) The Purchaser may, without prejudice to any other remedy for breach of Contract and written notice default sent to the Contractor, terminate the Contract in whole or in part if the Contractor:

- (a) Fails to complete any or all of the Services within the period specified in the Contract Agreement, and/or remedy a failure in the performance of its obligations, within thirty (30) days after being notified or within any extension thereof granted by the Purchaser; or
- (b) Fails to perform any other obligation under the Contract; or
- (c) Has engaged in fraud, corruption, collusion, coercion and obstructive practice in competing for or in executing the Contract.

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

22. Termination for Insolvency

(1) The Purchaser may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

23. Termination for Convenience

(1) The Purchaser 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 Services performed up to the point of termination. The Contractor shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser of all outstanding subcontracts.

24. Termination by the Contractor



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

- (a) The Purchaser 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 Purchaser fails to comply with any negotiated settlement

#### 25. Suspension of Funding

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

### **DISPUTES AND SETTLEMENT**

#### 26. 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**

#### 27. 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.

#### 28. 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.

#### 29. Payments

(1) During the period of their inability to perform the Services 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**

#### 30. 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 Purchaser, or the Purchaser's Representative, to demand bribes or gifts in relation to this contract.



## SECTION G: SPECIAL CONDITIONS OF CONTRACT (SCC)

GCC Ref.	HEADING	DETAILS TO BE ENTERED BY PURCHASER (Where Applicable)
4&5	Contract Manager	As nominated by the Director of DoWR
8(2)	Insurance	Not Applicable
14(1)	Advance Payment	An optional advanced payment of 30% of the sum, as presented in section D, of the RFQ will be paid to the contractor. Advance payment to be deducted from interim payment claims at a pro-rata rate until 100% of project sum is claimed.
15(1)	Interim Payments	Interim Payments shall be accepted as per the schedule below
17(1)	Taxes and Duties	Tax Except
18(1)	Performance Security	Not Applicable
19(1)	Liquidated Damages	Not Applicable

**As per Section A and E, and Form 5, payment will only be made for DWSSPs after approval of final DWSSP and monitoring form submitted by DoWR appointed representative. Payments will be deducted as outlined in Form 5 and Form 6 if work is not completed as per the contract.**



## **SECTION H: SAMPLE FORMS**

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

**FORM 1 – Contract**

**FORM 2 – Certificate of Completion**



<b>FORM 1 - Contract Agreement</b>	
<b>Contract No:</b>	
<b>Brief Description:</b>	<b>Provincial WASH Profiles</b>

This Contract is made the day of **XXXXXXXXXXXX** by and between **Department of Water Resources** on the one part and **XXXXXXXXXXXX** (the 'Contractor') on the other part;

Whereas the Purchaser has accepted the Quotation of the Contractor dated **XXXXXXXX 2019** for the supply of Physical Services in the sum of **XXXXXXXX Vatu. (X million Vatu)**

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 (Form 1)
- (b) Special Conditions of Contract (Section G)
- (c) General Conditions of Contract (Section F)
- (d) The Contractor's Quotation (Section B) including: Schedule of Requirements (Section C), Schedule of Rates and Prices (Section D and E)
- (e) Quotation Requirements signed by Director DoWR (Section A)
- (f) Form 5 and Form 6

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

The Purchaser hereby agrees to pay the Contractor in consideration of the delivery of the Services 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.

<b>For the Purchaser</b>		<b>For the Contractor</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>		<b>Date:</b>	



**FORM 2 – CERTIFICATE OF COMPLETION**  
**Contract No. [Purchaser to enter]**

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

<b>DESCRIPTION OF PHYSICAL SERVICES COVERED BY THIS CERTIFICATE</b>
<p><i>The contractor completed the requirements for all 5 DWSSPs except for the following infractions for which the final fee was reduced X for each infraction.</i></p> <ul style="list-style-type: none"> <li>- 3 DWSSPS lacked a Detailed Bill of Quantities (BoQ) for specific component of the system for the propose upgrade or for the new system design</li> <li>- 2 communities stated hand-washing was not done before the meal</li> </ul>

In accordance with the provisions set forth in the Contract and on the basis of the verification of completion of the services undertaken by the Contract Manager **[Enter name and date]**, I/we hereby certify that the Contractor has satisfactorily and fully completed the scope of services as called for in the Contract Agreement, in accordance with the Schedule of Requirements and the Price Schedule.

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