

# REQUEST FOR QUOTATIONS (RFQ) GOODS AND SERVICES

RFQ GOODS NUMBER: 02/01/26/RFQ/G/  
SERVICE/MELE/WS/RESTORATION/UNICEF/DOWR

To: **Potential Bidders**

Date: 15<sup>th</sup> January 2025

The **Department of Water Resources (DoWR)** (the Purchaser) invites you to submit your quotation for the goods and services described herein. Partial Quotations may be rejected, and the Purchaser reserves the right to award a contract for selected items only. 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 Goods and related Services up to 20%.

## **SECTION A: QUOTATION REQUIREMENTS:**

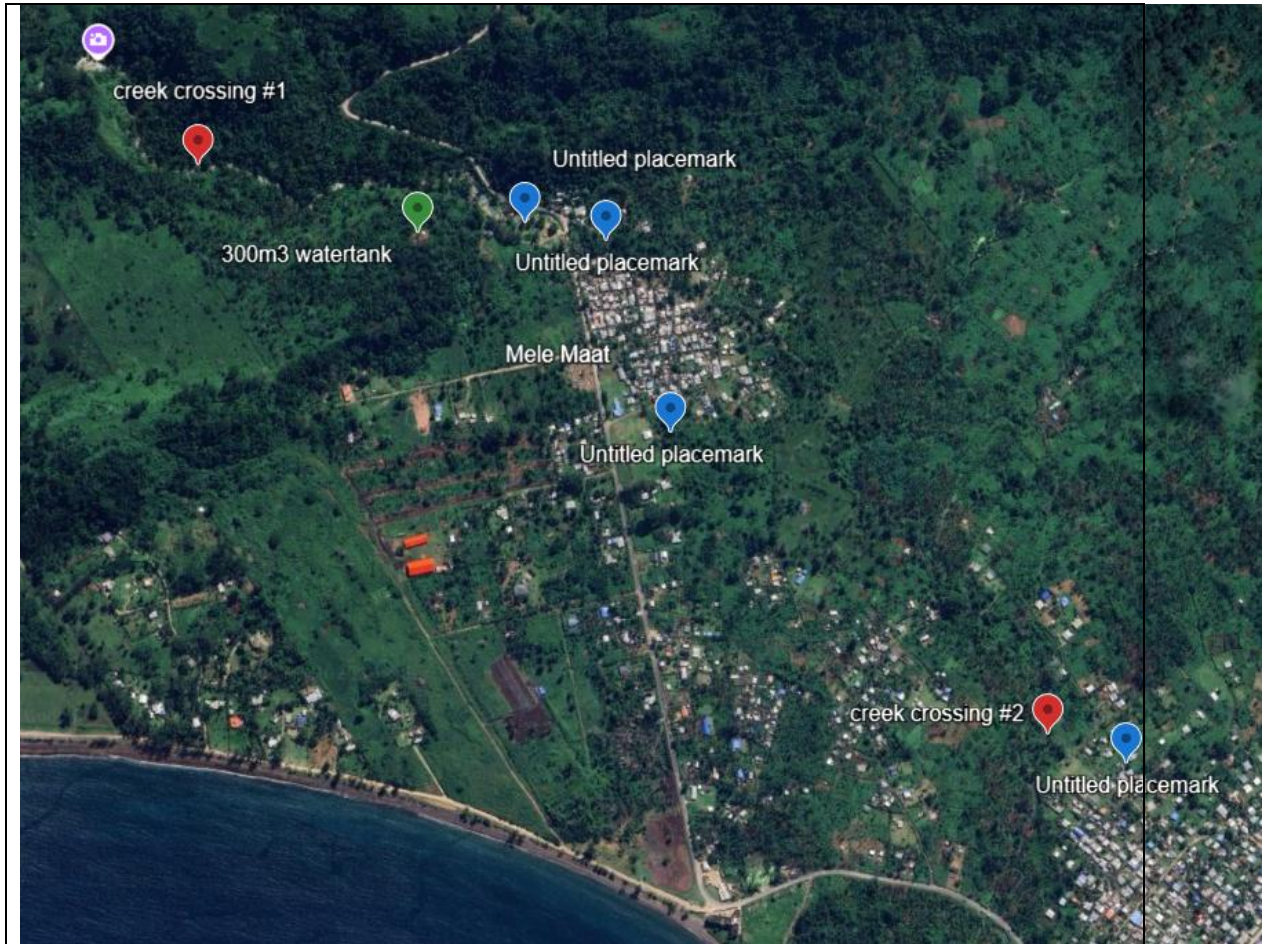
1) Description of Goods, Services and place(s) of delivery: **The Department of Water Resources (DoWR) requires your quotation for the design and build contractor for two creek crossings of the Mele Water Supply System rehabilitation, Efate Island, Shefa Province.**

- a) Develop a detailed design and BoQ of two creek crossings with ductile iron pipe at Mele cascade and mele village.
- b) Construct (supply and works) of the two creek crossings as per design and BoQ developed



### Detailed description

The scope of works contains the detailed design and actual construction, including the materials, of two different creek crossings to be made of Ductile Iron (DI) Pipe supported by concrete piers/ abutments. The locations of the two creek crossing as given in the below layout.



Locations of creek crossing #1 and #2

### Creek crossing #1; GPS coordinates: 17°40'30"S 168°15'16"E

The first creek crossing is on the pipe alignment of the new 90mm HDPE from water source to water tank located at the Mele cascade. The total length of the creek crossing is approximately 40m, with a distance of 18m which is currently in the water, while the remaining 22m is in an area that can experience flooding. The current set-up crossing the creek over the water is shown in the photo 1 and 2, with the HDPE temporarily secured with metal pegs. The creek crossing cannot be accessed from the main road, but there is an access road that can be used with an approximate 75m distance to the creek crossing to deliver materials.



Photo #1; the first water section (the photo is taken from the 2 <sup>nd</sup> pier location, looking toward the 1 <sup>st</sup> pier)	Photo #2; the second water crossing- right side is the anticipated the 3 <sup>rd</sup> pier.
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The to be constructed creek crossing is expected to be made from Ductile Iron (DI) pipe supported by concrete piers, founded firmly into the ground to ensure stability of the pipeline at the same location as the HDPE pipe. The DI pipe is anticipated to be about 1.5m above the current water level, while the highest recovered water level during floods is 1.2m.

Based on assessment, the concept of the creek crossing is to be supported by 5 piers. Pier 1 would be at the start of the crossing and would connect the existing HDPE pipe to the creek crossing. The location has some level of freedom. The pier #2 is in the middle of the water section and there is rock formation above the water level, and is set on this location to limit the obstruction of creek water flow. The pier #3 is at the end of the water section, susceptible to floods. The pier #4 is in the middle of the flood section and pier #5 is where the flood section ends and where the DI pipe is to be connected to the HDPE pipe.

Pier #	length (m)	Comments
1	0	Start of creek crossing with freedom to place
2	7	Middle of water section, limited freedom to place; on top of a rock formation well above water level
3	18	End of water crossing- freedom to place
4	28	Middle of flooding section- freedom to place
5	40	End of flood section- freedom to place

The DI pipe needs to have the same (or slightly larger) inside diameter as the 90mm HDPE PN12.5 pipe. While the static head is around 100m, the pressure rating should be at least 125Kpa. The pipe is to be laid in the direction of the flow, and have a 1% grade and be without any bends. A washout is to be installed to allow removal of sediment. The pipe is to be embedded within the concrete piers and have sufficient reinforced concrete around it, but should have some freedom of movement to allow potential expansion subtraction of the pipe due to temperature variations. This freedom of movement could be achieved by wrapping geotextile around the DI pipe before the pouring of concrete to secure the pipe in the pier. The DI pipe is to have proper fitting connections on each side to connect the existing 90mm HDP pipe.



The anticipated dimension of the piers is 400mmx 300mm with steel reinforcement. Sufficient stability of the creek crossing is to be achieved. Ideally, the pier should be anchored in the rock by excavation/ cleaning the rock, and by drilling holes into the rock and placing iron bars in the rock (probably 200mm). This can certainly be achieved at pier 1, but there is uncertainty for the other locations. In case there is no rock foundation, the ground needs to be excavated until a firm foundation is reached. The foot needs to be of adequate sizing to achieve sufficient stability, which would be around 600mmx600mmx300mm. This works might require small creek water diversion activities by placing sandbags to ensure a dry area for pouring the foot of the piers.

A detailed stretch of the piers and DI pipe connection is given below in figure 1. The above information is for consideration only, and the contractor is free to propose alternative solutions based on this information being provided. The contractor is to prove the stability and resilience of the proposed solution with engineering calculations.

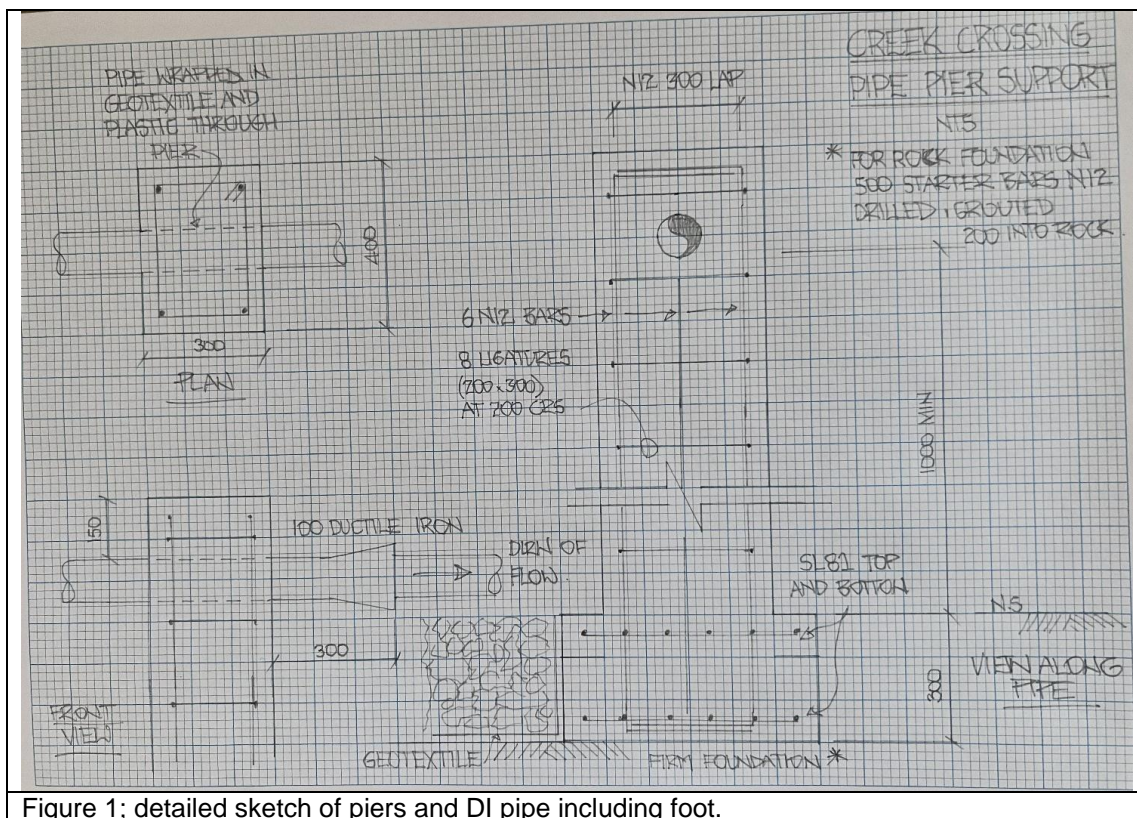


Figure 1; detailed sketch of piers and DI pipe including foot.

### Creek crossing #2; GPS coordinates: 17°41'03"S 168°16'07"E

The second creek crossing concerns a crossing of a small stream close to the Mele village. The current set-up is an old metal pipe with three piers, one in the middle of the stream, which is connected to an old 155mm "grey" PVC pipe. This pipe will be replaced with a 160mm HDPE pipe by UNICEF, which will be procured with a different contract modality. This contract only concerns the construction of a creek crossing as the current old creek crossing is a poor state. The creek crossing can be accessed up to 20m by road in the Mele village.

The creek crossing has 3 piers, of which one is in the middle of the stream, and it seems that this middle pier has been impacted by erosion and the moved. As a result, the connection



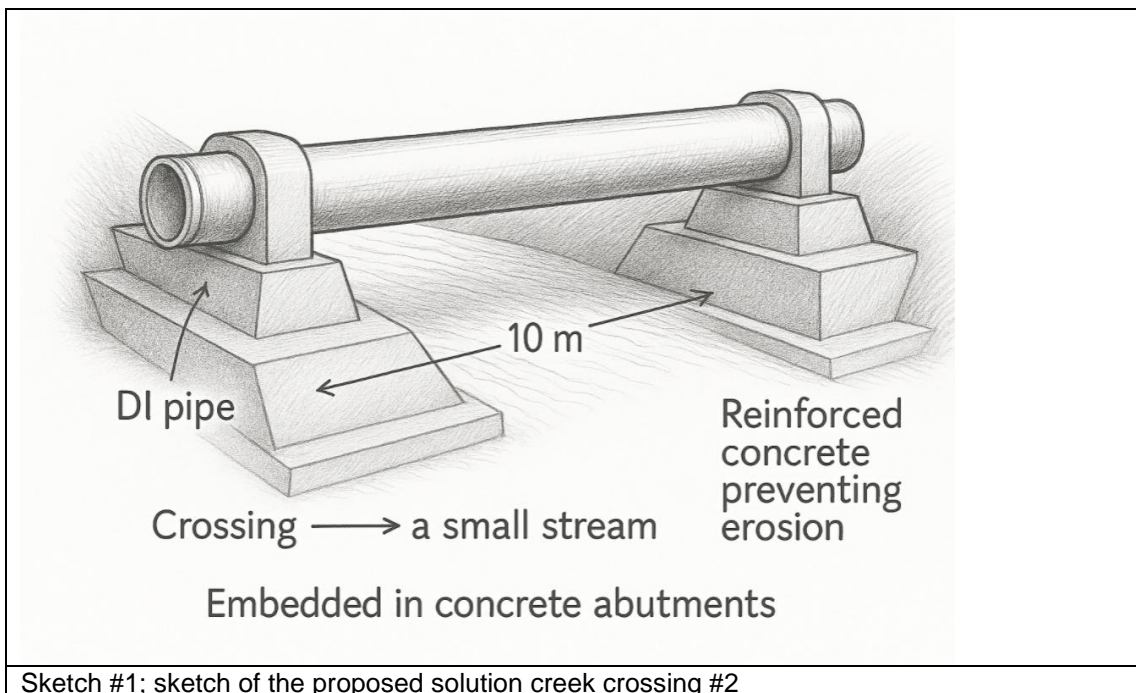
between pipes is currently leaking. It is unlikely that this can be fixed, and the presence of the pier in the stream will cause further erosion over time.



Photo #3; the old creek crossing at mele village

Photo #4; the old creek crossing at mele village

The proposed solution for this creek crossing would be without a pier in the middle of the stream to avoid the obstruction of the flow and risk of erosion. The envisioned solution would be to cross the stream with one length of DI pipe and suspend the pipe with abutments on each side of the banks. While the exact width has not been measured it is believed this but is about 10m. With reinforcing each abutment with a concrete structure the span with could be achieved with one length of 11m DI pipe. The contract is to design the abutment made from reinforced concrete. The design should achieving no to limited the restriction of the flow and reduced risk of erosion at time of floods. There is some level of freedom to located this creek crossing as the whole pipeline will be replaced. A sketch drawing is provided below.



Sketch #1; sketch of the proposed solution creek crossing #2



The DI pipe needs to have the same (or slightly larger) inside diameter as the 160mm HDPE pipe. The static head is around 60m, and the pressure rating should be at least 125Kpa. The pipe is to be laid in the direction of the flow, and have a 1% grade and be without any bends. An air valve is to be installed at one side of the creek crossing to prevent any airlock. The pipe is to be well embedded within the abutment, and have sufficient reinforced concrete around it, but should have some freedom of movement to allow potential expansion or subtraction of the pipe due to temperature variations.

The above information is for consideration only, and the contractor is free to propose alternative solutions based on this information being provided. The contractor is to prove the stability and resilience of the proposed solution with engineering calculations.

### **Approach**

The contract is expected to have three main stages of implementation.

#### **1. Assessment, concept design, detailed design and bill of quantities.**

The contractor is to conduct a site assessment and develop a concept design of the two creek crossings. The concept will be discussed with UNICEF and the DoWR for approval. Based on the approved concept, the contractor is to detail the design with technical drawings and develop a BoQ. The detailed design will need to include engineering check to prove the resilience of the proposed designs, which includes stability and flood resilience. The design will need to be approved by UNICEF and DoWR, and they might conduct an independent verification of the design. The bill of quantity will also need to be reviewed and approved by UNICEF/ DoWR before actual procurement can commence.

#### **2. Procurement and mobilization of materials to site location**

The contractor is expected to procure the requirement materials as per approved BoQ. It is expected that these materials are to be sourced from outside Vanuatu and with an anticipated 2 months delivery time. Custom clearance is under the responsibility of the vendor, while the DoWR can provide the GIP and vat exemption for importation. The vendor is expected to store and deliver the materials to the two different locations. The DoWR is to verify the materials and quality before construction can commence.

#### **3. Construction of works at the two locations.**

The contractor is expected to conduct all works at the given locations and ensure that the two structures are as per design. While the community will do the main clearing, the site preparation is under the responsibility of the contractor. The contractor is to inform the DoWR weekly on the progress by writing and weekly meetings can be scheduled if required. The contractor is to inform the DoWR before the pouring of concrete or other structural matters, so that site inspection can be done. At the end of the works, the DoWR and contractor are to do a joint verification visit and a list of defects to be documented and agreed upon. The list of defects needs to be addressed before the formal final inspection. After final inspection the final payment can be made, while withholding the 5% retention fee, paid after 3 months.

### **Notes**

- Environmental permit and waterworks permit will be applied by the DoWR on behalf of the contractor. The contractor is liable to undertake the works as per permit.
- Clearing of bushes will be done by the community, while the contractor is responsible to prepare the ground for the actual works
- Access to the Mele cascade will be facilitated by the DoWR through the Water committee.



- 2) Quotations should be:  
**Exclusive of VAT and duties**
- 3) The required delivery date of Materials and Construction shall be commenced two months after the approval of the BoQ.
- 4) Quotations must be valid for **90 days** from the Submission Date and Time given below.
- 5) The warranty/guarantee offered shall be: **N/A**
- 6) Quotations and supporting documents as specified in Section B must be marked with the RFQ Goods Number above and indicate your acceptance of the terms and conditions.
- 7) Quotations must be received no later than the Submission Date and Time being: **4:00 PM on 6<sup>th</sup> of February 2026** by mail or hand delivered to the address specified below.
- 8) Quotations must be returned to:  
**Department of Water Resources  
Project Unit  
George Pompidou Complex**


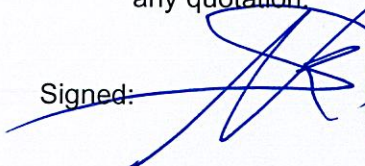
Tel: +678-33435

Email: [hnasawa@vanuatu.gov.vu](mailto:hnasawa@vanuatu.gov.vu)



- 9) The attached Schedule of Requirements at Section C detail the items to be purchased and you are requested to advise whether you conform with the Purchaser's specifications and, if not, what the variations are. You are requested to quote your delivered price for these items by completing and returning Sections B, C, D and E.
- 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:



Name: **William Nasak**

Title/Position: **Director General**

Address: **Ministry of Lands & Natural Resources (MoLNR)**

**George Pompidou Complex**

**Port Vila**

(For, and on behalf of the Purchaser)



## SECTION B: SUPPLIER'S QUOTATION

**PURCHASER'S RFQ GOODS NUMBER: 02/01/26/RFQ/G/  
SERVICE/MELE/WS/RESTORATION/UNICEF/DOWR**

- 1) Currency of Quotation: **Vatu**
- 2) Delivery Date: **4:00 PM on 6<sup>th</sup> of February 2026**
- 3) The validity period of this Quotation is: **90** days from the Submission Date.
- 4) Warranty period (where applicable): **N/A**
- 5) We enclose the following documents:
  - **A copy of our business registration certificate**
  - **Valid Business License**
- 6) 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.
- 7) 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:

Supplier Name:

Address:



**SECTION C: SCHEDULE OF REQUIREMENTS (Technical Specifications, Quantities and Service required)**

<b>Item</b>	<b>Description of Goods &amp; Services (Purchaser's Specification)</b>	<b>Quantity</b>	<b>Technical Specification</b>
<b>1</b>	Detailed design and BoQ for creek crossing #1 at the mele cascade	<b>1</b>	<ul style="list-style-type: none"> <li>• Concept design after the field visit</li> <li>• Detailed design with technical detailed drawings and engineering calculations</li> <li>• Bill of quantity to be developed after approval of detailed design</li> </ul>
<b>2</b>	Detailed design and BoQ for creek crossing #2 at the mele village	<b>1</b>	<ul style="list-style-type: none"> <li>• Concept design after the field visit</li> <li>• Detailed design with technical detailed drawings and engineering calculations</li> <li>• Bill of quantity to be developed after approval of detailed design</li> </ul>
<b>3</b>	Construction works (materials and works) of creek #1	<b>1</b>	<ul style="list-style-type: none"> <li>• BoQ with different materials and costs to be submitted. The exact BoQ can be updated after approval of the design (item 1)</li> <li>• Works (labour) needs to be specified for the different human resource categories.</li> </ul>
<b>4</b>	Construction works (materials and works) creek #2	<b>1</b>	<ul style="list-style-type: none"> <li>• BoQ with different materials and costs to be submitted. The exact BoQ can be updated after approval of the design (item 2)</li> <li>• Works (labour) needs to be specified for the different human resource categories.</li> </ul>

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier Name:

Address:



### SECTION D: SCHEDULE OF PRICES

Item	Description of Goods & Service	Unit	Quantity	Unit Price	Total Price
1	Detailed design and BoQ for creek crossing #1 at the mele cascade	Each	1		
2	Detailed design and BoQ for creek crossing #2 at the mele village	Each	1		
3	Construction works (materials and works) of creek #1	Each	1		
4	Construction works (materials and works) creek #2	each	1		
				<b>Total</b>	

- Exclusive of VAT and duties  
 Inclusive of VAT and duties

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier Name:

Address:



## SECTION E: DELIVERY SCHEDULE

Please insert delivery times for individual items:

Item No.	Item	Quantity	Delivery Date
1	Detailed design and BoQ for creek crossing #1 at the mele cascade	1	One month after contract signing
2	Detailed design and BoQ for creek crossing #2 at the mele village	1	One month after contract signing
3	Construction works (materials and works) of creek #1	1	Three months after approval of item 1
4	Construction works (materials and works) creek #2	1	Three months after approval item 2

**Mode of Transport:** Suppliers Responsibility

**Place(s) of Delivery:**

Mele cascade and Mele village

**We confirm delivery as specified above.**

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier Name:

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 Supplier. 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 Supplier 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:

**Contract Manager** means the person named in the Special Conditions of Contract (**SCC**) who manages the implementation of the Contract on behalf of the Purchaser;

**Contract** means the signed Contract Agreement and the documentation specified therein, as entered into between the Purchaser and the Supplier for the provision of the Goods and related Services;

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

**Days** mean 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;

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

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

**Subcontractor** means any person or organisation that supplies goods, materials or services to the Supplier;

**Supplier** means the person or organisation stated in the Contract Agreement whose Quotation to provide the Goods and related Services where applicable has been accepted by the Purchaser;

**Technical Specifications** means the Specifications of the Goods included in the Contract and any modification or addition made or approved by the Contract Manager;

**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. Contract Manager**

- (1) The Purchaser shall appoint a Contract Manager to act on its behalf for the management of any queries arising during the supply and delivery period.
- (2) The Purchaser shall pay to the Supplier sums due under the Contract.

## **OBLIGATIONS OF THE SUPPLIER**

### **6. Scope of Supply**

- (1) The Supplier shall deliver the Goods to the location/s specified in the Delivery Schedule and shall obtain a signed 'Goods Delivery and Acceptance Note' from the Purchaser.

### **7. Subcontracting**

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

### **8. Specification and Standards**

- (1) The Goods and related Services supplied under the Contract shall conform to the technical specifications (including the standards mentioned in the technical specifications). When no applicable standard is mentioned in the Technical Specifications, the standard shall be equivalent or superior to that given in the **SCC**.
- (2) Where references are made to codes or standards, the edition or the revised version of such codes and standards shall be those specified in the **SCC**.

### **9. Copyright**

- (1) The intellectual property and copyright (IP) in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party, save insofar as the Supplier shall grant to the Purchaser a world-wide, non-exclusive, irrevocable and royalty-free licence to use the IP to give effect to the provisions of this agreement.

### **10. Inspection and Tests**

- (1) The Supplier shall at its own expense and at no additional cost to the Purchaser arrange all such tests and/or inspections of the Goods and related Services as stated in the **SCC**.
- (2) At the option of the Purchaser, the inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **SCC**.
- (3) If conducted on the premises of the Supplier or its Subcontractor all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors and/or testers at no charge to the Purchaser.
- (4) The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.



(5) The Supplier shall provide the Purchaser with a copy report of the results of any such test and/or inspection.

#### 11. Packing and Documents

(1) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their Final Destination(s). The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Final Destination(s), and the absence of heavy handling facilities at all points in transit.

(2) Any special packing requirements additional to the foregoing shall be as specified in the **SCC**.

(3) The marking and documentation inside and outside the packages shall comply with the instructions specified in the **SCC**.

#### 12. Transportation and Insurance

(1) Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms, and the mode of transport and point(s) of final delivery shall be as specified in the Delivery Schedule.

(2) Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms.

### **DELIVERY, ACCEPTANCE AND REJECTION**

#### 13. Delivery of Goods

(1) The Supplier shall deliver the Goods within the time period, and to the place(s) specified in the Delivery Schedule.

(2) The Supplier shall provide to the Purchaser any shipping and other documents as specified in the **SCC**. If they are not received by the time specified the Supplier shall be responsible for any consequent expenses.

#### 14. Provision of Related Services

(1) If there are Related Services included in the supply of the Goods these shall be as specified in the Purchaser's Technical Specifications.

#### 15. Acceptance of the Goods and Related Services

(1) Acceptance shall not be considered complete until receipt of the Goods and satisfactory testing, installation and commissioning, as applicable, has taken place. To certify delivery the Supplier shall provide to the Purchaser a Goods Delivery and Acceptance Note signed and stamped by the Purchaser.

(2) Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an action for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

#### 16. Rejection of the Goods

(1) The Purchaser may reject Goods which are not in accordance with the Purchaser's Technical Specifications and Other Conditions, and the Quotation. The Purchaser shall, upon rejection of any Goods, notify the Supplier and may direct that the rejected



Goods be removed and replaced or rectified at the Supplier's risk and expense within such reasonable time as the Purchaser may direct. Should the Supplier fail to remove or rectify the rejected Goods within the time directed the Purchaser may have the rejected Goods returned at the Supplier's risk and expense.

## **VARIATION ORDERS**

### **17. Purchaser and Suppliers Rights**

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

(2) The Supplier may submit a written proposal to the Purchaser requesting a variation in the Supply. 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 Supplier.

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

## **TERMS OF PAYMENT**

### **18. Contract Cost**

(1) Unit Costs charged by the Supplier for the Goods supplied and any Related Services provided under the Contract shall not vary from those stated in the Contract.

(2) The total payments to be made against the Contract shall not exceed the Contract Cost stated in the Contract, except for changes made to the Contract as provided for in Clause 17.

### **19. Advance Payment**

(1) If specified in the SCC, the Purchaser will make an advance payment to the Supplier against submission of an unconditional Bank Guarantee to the full amount of the advance payment in the format specified by the Purchaser.

(2) The advance payment shall be repaid by deducting equal or proportionate amounts from payments otherwise due to the Supplier, to be recovered during the period of the Contract.

### **20. Payment Provisions**

(1) Payment(s) to the Supplier shall be made as specified in the Contract and in the currency of the Contract.

(2) Request(s) for payment(s) shall be made to the Purchaser in writing, accompanied by invoices and supporting documents listed in the **SCC** describing, as appropriate, the Goods delivered and any related Services performed. ,

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

### **21. Taxes and Duties**

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



## **PERFORMANCE SECURITY**

### 22. Requirement for Performance Security

(1) Details of any Performance Security, if required, are as stated in the **SCC**. Failure to provide the Performance Security (if required) within 14 days of Contract signature will result in automatic cancellation of the Contract.

## **LIQUIDATED DAMAGES**

### 23. Provisions for Liquidated Damages

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

## **SUPPLIER WARRANTY**

### 24. Warranty Requirements

(1) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Purchaser's Technical Specifications.

(2) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the Republic of Vanuatu.

(3) Unless otherwise specified in the **SCC**, the warranty shall be provided within 10 days of shipment and remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for 18 months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

(4) If a defect (fair wear and tear excepted) appears in the Goods within the Warranty Period, the Supplier shall remedy such defect by either repairing or replacing the defective Goods without cost to the Purchaser within the period specified in the **SCC** and the Supplier shall obtain for the Purchaser the benefit of any manufacturer's warranty.

(5) If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC** the Purchaser may proceed to take, within a reasonable period, such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **TERMINATION AND SUSPENSION**

### 25. Termination for Default

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

(a) Fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser on notification by the Supplier of the cause and its likely duration; or

(b) Fails to perform any other obligation under the Contract; or

(c) Has engaged in fraud, corruption, collusion, coercion and/or obstructive practises 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, Goods or related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such



similar Goods or related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 26. Termination for Insolvency

(1) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the Supplier shall be paid for the Goods delivered up to the date of termination only, 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.

#### 27. Termination for Convenience

(1) The Purchaser may, without cause, by written notice instruct the Supplier to terminate its engagement under the Contract. Upon such termination, the Supplier shall be paid for the Goods delivered up to the date of termination, provided that any such undelivered Goods were not late or otherwise overdue for delivery at the date of termination. The Supplier shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser of all outstanding subcontracts.

#### 28. Termination by the Supplier

(1) The Supplier 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 Supplier is unable to perform a material portion of the contract
- (c) The Purchaser fails to comply with any negotiated settlement

#### 29. Suspension of Funding

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

### **DISPUTES AND SETTLEMENT**

#### 30. 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 MAJEUR**

#### 31. No Breach of Contract

(1) The failure of a Party to fulfil 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.



### 32. 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.

### 33. Payments

(1) During the period of their inability to Supply the Goods or provide the related Services as a result of an event of Force Majeure, the Supplier shall be entitled to continue to be paid under the terms of this Contract.

## **INTEGRITY/ PROBITY**

### 34. 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)

In addition to any other specific issues, add any of the following issues, as mentioned in the GCC, if applicable:

GCC Ref.	HEADING	DETAILS TO BE ENTERED BY PURCHASER (Where Applicable)															
4 & 5	Contract Manager	Erie Sami Project & Operation Manager, DoWR Email: <a href="mailto:esami@vanuatu.gov.vu">esami@vanuatu.gov.vu</a> Ph: 7771027															
8(1) &(2)	Standards	N/A															
10(1)	Specification of Inspection and Tests																
10(2)	Location of Inspection and Tests																
11(2)	Packing Requirements																
11(3)	Marking and Documentation																
12(2)	Insurance																
13(2)	Shipping Documents																
19(1)	Advance Payment	25% of the total contract value															
20	Payment Provisions	<table border="1"> <thead> <tr> <th></th> <th>payment</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Design creek crossing #1</td> <td>10%</td> <td>after approval of design and BoQ</td> </tr> <tr> <td>Design creek crossing #2</td> <td>10%</td> <td>after approval of design and BoQ</td> </tr> <tr> <td>Procurment of materials creek #1</td> <td>10%</td> <td>after materials have arrived in country and verification by DoWR</td> </tr> <tr> <td>Procurment</td> <td>10%</td> <td>after</td> </tr> </tbody> </table>		payment	Description	Design creek crossing #1	10%	after approval of design and BoQ	Design creek crossing #2	10%	after approval of design and BoQ	Procurment of materials creek #1	10%	after materials have arrived in country and verification by DoWR	Procurment	10%	after
	payment	Description															
Design creek crossing #1	10%	after approval of design and BoQ															
Design creek crossing #2	10%	after approval of design and BoQ															
Procurment of materials creek #1	10%	after materials have arrived in country and verification by DoWR															
Procurment	10%	after															



		of materials creek #2		materials have arrived in country and verification by DoWR
		Works creek #1	25%	After final inspection
		Works creek #2	25%	After final inspection
		Retention Creek crossing #1	5%	After 3 months
		Retention Creek crossing #2	5%	After 3 months
21	Taxes and Duties	ALL payments in this contract are exclusive of VAT		
22	Performance Security	N/A		
23	Liquidated Damages			
24(3) (4) (5)	Warranty			



## **SECTION H: SAMPLE FORMS**

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

**FORM 1 – Contract Agreement**

**FORM 2 - Goods Delivery and Acceptance Note**

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

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



## FORM 1 - Contract Agreement

<b>Contract No:</b>	
<b>Brief Description:</b>	

This Contract is made this day of [Enter date] by and between [Enter name and address of Purchaser] (the 'Purchaser') on the one part and [Enter name and address of Supplier] (the 'Supplier') on the other part.

Whereas the Purchaser has accepted the Quotation of the Supplier [Purchaser to enter reference number and date] for the supply of such Goods and related Services in the sum of:

[Purchaser 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 Supplier's Quotation

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

The Purchaser hereby agrees to pay the Supplier in consideration of the delivery of the Goods and related 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.

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



RFQ Goods Number: [Purchaser to enter]

FORM 2 - Goods Delivery and Acceptance Note				
<b>Contract No.</b>		<b>Description</b>		
<b>Date of Contract</b>		<b>Delivery Date</b>		<b>Date of Goods Receipt</b>
<b>Purchaser:</b>		<b>Supplier:</b>	<b>Delivery Address/es:</b>	
<b>Project Code:</b>				

Item No.	Goods Description	Unit	Quantity Ordered	Quantity Received	Discrepancies
<b>Goods Received</b>				<b>Installation and commissioning (if applicable)</b>	
I/We confirm having received in good condition the Goods listed above in the quantities stated in the 'Qty Received' column. Any discrepancies between quantities ordered and those delivered or between the specifications of the Goods ordered and also the Goods delivered are recorded in the "Discrepancies" column. Any further shortages that could not reasonably be noticed at the time of delivery and receipt will be notified in writing within 48 hours after the delivery.				I/We confirm that installation and commissioning has been satisfactorily completed for the Goods listed above in the quantities stated in the 'Qty Received' column. Any discrepancies or shortages are recorded in the "Discrepancies" column. Any further shortages that could not reasonably be noticed at the time of installation and/or commissioning will be notified in writing within 48 hours after the installation and/or commissioning.	
<b>Name:</b>				<b>Name:</b>	
<b>Organization:</b>				<b>Organization:</b>	
<b>Designation:</b>				<b>Designation:</b>	
<b>Signature:</b>				<b>Signature:</b>	
<b>Stamp:</b>				<b>Stamp:</b>	
<b>Date:</b>				<b>Date:</b>	



**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.

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[Seal of Bank and Signature(s)]

**Note:**

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<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 warranty 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 the warranty 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 delivery. 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.