



## **REQUEST FOR QUOTATIONS (RFQ) CONSULTING SERVICES**

**RFQ CONSULTING SERVICES NUMBER: 27/02/26/CS/COMM-STRATEGY-SOP/MFAT/DoWR**

To: Potential Bidders

Date: 26<sup>th</sup> February 2026

The **Department of Water Resources (DoWR)** (the Purchaser) 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).

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

- 1) Description of Services and Location: **Provision of National Consulting Services for the Development of a Comprehensive Communications Strategy, Implementation Plan, Monitoring and Evaluation (M&E) Framework, and Standard Operating Procedures (SOPs) for the Department of Water Resources (DoWR)**
- 2) Quotations should be:  
**Exclusive of VAT and duties**
- 3) Services are to commence: **6 April 2026** Services are to be completed by: **31 May 2026**
- 4) Quotations must be valid for **60 Days** from the Submission Date and Time given below.
- 5) Quotations and supporting documents specified in Section B must be marked with the RFQ Consultancy Services Number given above and indicate your acceptance of the stated terms and conditions.
- 6) Quotations must be received no later than the Submission Date and Time being: **4:00 PM on 20 March 2026** by hand delivered to the address specified below. **Email or electronic submission will be disregarded.**



7) Quotations must be returned to:

**Sealed in envelope and clearly marked with RFQ-  
27/02/26/CS/COMMSTRATEGY-SOP/MFAT/DoWR**

**submission Address:** DoWR Administration  
Crown Royal Apartment  
Opposite Hibiscus Motel, Port-Vila.

- 8) The attached Terms of Reference detail the services to be performed. You are requested to quote by completing the attached Response Schedules. Quotations shall cover all fees, overheads, profits and all associated costs for performing the services.
- 9) The Contract will be awarded to the Tenderer whose Tender is substantially responsive and offers the lowest evaluated price. However, the Purchaser is not bound to accept the lowest or any quotation.

Signed:



Name: **Paolo Malatu**  
Title/Position: **Officer in Charge (OIC)**  
Address: **Department of Water Resource  
Crown Royal Apartment  
Opposite Hibiscus Motel  
Port-Vila**

(For, and on behalf of the Purchaser)



## SECTION B: CONTRACTORS QUOTATION

**PURCHASER'S RFQ CONSULTING SERVICES NUMBER: 27/02/26/CS/COMM-STRATEGY-SOP/MFAT/DoWR**

- 1) Currency of Quotation: VATU
- 2) Services will commence on: **06 April 2026** Services to be completed by: **31 May 2026**
- 3) The validity period of this Quotation is: 60 days from the Submission Date.
- 4) We enclose the following documents:
  - **A copy of our business registration certificate if registered as a business &**
  - **Valid Business License if operate as a business**
  - **Updated CV**
  - **Technical Proposal (methodology, understanding of assignment, workplan)**
  - **Financial Proposal (lump sum professional fees for 30 working days)**
- 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: TERMS OF REFERENCE**

### **Terms of Reference (ToR)**

**Development of Communications Strategy and Standard Operating Procedure (SOP) for the Department of Water Resources (DoWR)**



## 1. Background

Vanuatu, an archipelago in the Melanesian region of the South Pacific Ocean, faces significant water security challenges due climate change. With a population of approximately 302,000, 78 per cent reside in rural areas and rely on subsistence farming. While 91per cent of households have access to basic water services, only 56 per cent of urban residents have access to safely managed drinking water. Rural communities, many of which depend on rainwater harvesting, are particularly vulnerable to droughts, El Niño events, and natural disasters.

To address these challenges, the Department of Water Resources (DoWR) has implemented the Drinking Water Safety and Security Plan (DWSSP) since 2013, adapted from the WHO's Water Safety Plan approach. The DWSSP ensures communities assess and manage risks to their water supply systems and maintain year-round water availability. In 2017, DoWR launched the National Implementation Plan and Capital Assistance Programme (NIP/CAP) to align with the National Sustainable Development Plan (NSDP), strengthen community's resilience and support climate-resilient water infrastructure development.

Despite progress, water quality remains a major concern, and the adoption of household water treatment methods has been slow. The 2023 Multiple Indicator Cluster Survey (MICS) revealed that 80 per cent of water sources and 84.4 percent of household drinking water are contaminated with fecal matters. Diarrhea incidence among children under five is 5.8 per cent, with higher rates in urban areas. These findings underscore the urgent need for improved water quality, hygiene practices, and public awareness.

To support its vision of “Sustainable and Equitable Access to Safe Water for the People of Vanuatu to Support Improved Public Health and Promote Social and Economic Development,” DoWR seeks a national consultant to develop a comprehensive Communications Strategy. This strategy will promote the implementation of NIP/CAP, DWSSP rollouts, climate-resilient infrastructure, household water treatment (e.g., filters), and social behavior changes in hygiene practices such as handwashing with soap.



## 2. Objective

To develop a culturally appropriate, comprehensive, and multi-level Communications Strategy that DoWR's vision and in achieving its national goals by enhancing public awareness, stakeholder engagement, and community participation in water safety and security initiatives.

## 3. Scope of Work

The consultant will:

Mentor, provide training and support the DoWR Public Relation Officer to:

Understand roles and responsibilities of current communication arrangement in DoWR

### **Conduct a Situational Analysis:**

- Review existing communication materials, tools, and platforms/channels used by DoWR.
- Collaborate with ongoing IM/KM stocktaking activities within DoWR and integrate findings from DoWR's ongoing IM/KM stocktaking into the communication strategy.
- Assess communication gaps at national, provincial, and community levels.
- Identify key stakeholders and target audiences and conduct Key Informant Interviews and Focus Group Discussions with primary target groups to gather insights.

### **Develop the Communications Strategy:**

- Define communication objectives aligned with DoWR's vision and NSDP targets.
- Ensure the strategy explicitly incorporates IM/KM considerations.
- Outline of communication program process
- Recommend effective communication channels/platforms (radio, social media, community theatre, IEC materials).
- Identify target audiences.
- Propose communication methods and key messages tailored to diverse audiences.
- Develop Monitoring and Evaluation Framework to monitor the progress and collect stakeholders' feedback
- Design a strategy to disseminate poor water quality results to stakeholders shared at: <https://dowr.gov.vu/index.php/en/monitoring-evaluation-unit-water#dashboards-reports-2>
- Integrate cross-cutting themes: climate resilience, gender, disability, and social inclusion and cultural relevance.

### **Create Standard Operating Procedure (SOP)**

Consult relevant stakeholders

Draft standard operating procedures for routine DoWR communication activities such as website, social media, press releases, global WASH days, water system openings, and contacting media outlets using practical communication channels

Conduct training for heads of sections and provincial officers on the SOPs



### **Design An Implementation Plan:**

- Review existing IEC materials shared at: <https://dowr.gov.vu/index.php/en/advocate-awareness#water-2>
- Identify capacity-building needs for DoWR staff and partners.
- Identify gaps in the current advocacy materials
- Create a workplan, budget and Terms of References to address identified gaps
- Propose a monitoring and evaluation (M&E) framework to assess communication impact.

### **4. Deliverables**

- Situational Analysis Report.
- Draft Communications Strategy.
- Final Communications Strategy with Implementation Plan and M&E framework.
- Presentation of the strategy to DoWR and key stakeholders.

### **5. Duration and Location**

- Duration: 30 working days over a 6-month period.
- Location: Port Vila, with possible travel to selected provinces and communities.

### **6. Qualifications and Experience**

- Bachelor degree in Communications, Public Health, Development Studies, or related field.
- Minimum 5 years of experience in developing communication strategies, preferably in WASH or development sectors.
- Proven experience in community engagement and behavior change communication.
- Familiarity with Pacific Island contexts and climate resilience is an asset.
- Excellent writing, facilitation, and interpersonal skills.

### **7. Reporting and Supervision**

The consultant will report to the Manager of M&E unit of the Department of Water Resources and work closely with DoWR Public Relations Officer, UNICEF and relevant stakeholders.



## 9. Timeline for Deliverables

| Tasks   | Deliverables/outputs  | Timeline   |
|---|---|------------|
| <p><b>Task 1:</b> Conduct a Situational Analysis</p> <ul style="list-style-type: none"> <li>Review existing communication materials, tools, and platforms/ channels used by DoWR</li> <li>Collaborate with ongoing IM/KM stocktaking activities within DoWR and integrate findings and recommendations into the communication strategy</li> <li>Assess communication gaps at national, provincial, and community levels.</li> <li>Identify key stakeholders and target audiences, and conduct KIIs and FGDs</li> </ul>  | - Situation of analysis report with summary of findings   | Week 1-6   |
| <p><b>Task 2:</b></p> <p>2.1: Draft DoWR's communication strategy with an implementation plan</p> <ul style="list-style-type: none"> <li>Communication objectives, communication program process, communication channel/ platform, target audiences, M&amp;E Learning framework and cross-cutting themes</li> <li>Create a workplan, budget and Terms of References to address identified gaps</li> </ul> <p>2.2: Develop Standard Operating Procedure</p> <ul style="list-style-type: none"> <li>Consult relevant stakeholders</li> <li>Draft standard operating procedures for routine DoWR communication activities</li> <li>Conduct training for heads of sections and provincial officers on the SOPs</li> </ul> | <ul style="list-style-type: none"> <li>Draft DoWR's communication strategy with an implementation plan developed</li> <li>Stakeholders' meetings conducted</li> <li>Draft Standards Operating Procedures developed</li> </ul> | Week 7-16  |
| <p><b>Task 3:</b> Share the first draft Communication Strategy and SOP with all stakeholders and DoWR for review and feedback</p>   | - Inputs and feedback consolidated  | Week 17-20 |
| <p><b>Task 4:</b> Finalize a revised Communication Strategy and Standard Operating Procedure (SOP) incorporating initial inputs from consultations with all key stakeholders and getting approval from the Director of DoWR<br/>Presentation to DoWR and stakeholders</p>   | <ul style="list-style-type: none"> <li>A revised Communication Strategy and SOP developed</li> <li>A revised Communication Strategy and SOP submitted for endorsement/approval</li> </ul>                                     | Week 21-24 |
| <b>Total days: Service fees</b>   | <b>30 days (across 6 months)</b>  |            |



## **SECTION D: CONSULTANTS ORGANISATION AND EXPERIENCE**

[CONTRACTOR to enter]

[Provide a brief on your firm's organisation and experience relevant to the assignment]



## **SECTION E: APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

[CONTRACTOR to enter]

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are required to present your Technical Proposal divided into the following four chapters:

- a) Understanding of and comments on the Terms of Reference
- b) Technical Approach and Methodology
- c) Work Plan, and
- d) Organization and Staffing]



## SECTION F: CURRICULA VITAE OF PROPOSED STAFF

|                        |   |   |             |                     |         |
|------------------------|---|---|-------------|---------------------|---------|
| 1                      | Proposed Position   | [Only one candidate shall be nominated for each position]   |             |                     |         |
| 2                      | Name of Firm  | [Enter name of firm proposing the staff]  |             |                     |         |
| 3                      | Name of Staff<br>Years with Firm/Entity   | [Enter full name]<br>[Enter no. of years]   |             |                     |         |
| 4                      | Date of Birth   | [Enter day/month/year]  | Nationality | [Enter nationality] |         |
| 5                      | Education   |   |             |                     |         |
| 6                      | Membership of Professional Associations   |   |             |                     |         |
| 7                      | Other Training  |   |             |                     |         |
| 8                      | Countries of Work Experience  | [List countries where staff has worked in the last ten years]   |             |                     |         |
| 9                      | Languages (5 Fluent down to 1 Poor)   | Language  | Speaking    | Reading             | Writing |
|                        |   |   |             |                     |         |
|                        |   |   |             |                     |         |
|                        |   |   |             |                     |         |
| 10                     | Employment Record   | [Starting with present position, list in reverse order every employment held by staff member for past ten years, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.]  |             |                     |         |
|                        |   | From:   |             | To:                 |         |
|                        |   | Employer:<br>Position Held:   |             |                     |         |
|                        |   | From:   |             | To:                 |         |
|                        |   | Employer:<br>Position Held:   |             |                     |         |
|                        |   | From:   |             | To:                 |         |
|                        |   | Employer:<br>Position Held:   |             |                     |         |
|                        |   |   |             |                     |         |
| 11                     | Detailed Tasks Assigned<br>[List all tasks to be performed under this assignment] | Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned<br>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under this point 11.] |             |                     |         |
|                        |   | Assignment No 1   |             |                     |         |
|                        | Employer:   |   |             |                     |         |
|                        | Name of assignment:   |   |             |                     |         |
|                        | Location:   |   | Year:       |                     |         |
|                        | Positions held:   |   |             |                     |         |
| Main project features: |   |   |             |                     |         |



|                 |          |   |
|-----------------|----------|---|
|                 |          | Activities performed:   |
| Assignment No 2 |          | Employer:   |
|                 |          | Name of assignment:   |
|                 |          | Location: _____ Year: _____   |
|                 |          | Positions held:   |
|                 |          | Main project features:  |
|                 |          | Activities performed:   |
| Assignment No 3 |          | Employer:   |
|                 |          | Name of assignment:   |
|                 |          | Location: _____ Years: _____  |
|                 |          | Positions held:   |
|                 |          | Main project features:  |
|                 |          | Activities performed:   |
| 12              | Referees | <b>[Insert the names and contact details of the referees for the last 4 employment positions]</b> |

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and me. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I further understand that the Purchaser may require additional documents supporting the data and information provided in this CV and that my failure to provide such documentation satisfactory to the Purchaser may lead my disqualification or dismissal, if engaged.

|  |       |
|--|-------|
| Signature of staff member:                                       | Date: |
| OR   |       |
| Name and Signature of authorised representative of staff member: | Date: |



## SECTION G: BREAKDOWN OF COST

### 1. Person-day fee rates

| Name of Expert                      | Position / Title | No. of Working Days | Daily Rate (Currency) | Total (Currency) |
|-------------------------------------|------------------|---------------------|-----------------------|------------------|
|                                     |                  | 30                  |                       |                  |
| <b>Subtotal – Professional Fees</b> |                  |                     |                       |                  |

### 2. Reimbursable Costs Payable

| Item                                 | Description                     | Total (Currency) |
|--------------------------------------|---------------------------------|------------------|
| Travel                               | Provincial travel (if required) |                  |
| Accommodation                        | Hotel / lodging                 |                  |
| Per Diem                             | Meals and incidentals           |                  |
| Communication / Materials            | Printing, stationery, internet  |                  |
| Other Costs                          | Specify if any                  |                  |
| <b>Subtotal – Reimbursable Costs</b> |                                 |                  |



### 3. Total Financial Proposal

| Item                          | Total (Currency) |
|-------------------------------|------------------|
| Professional Fees             |                  |
| Reimbursable Costs            |                  |
| <b>Grand Total (Lump Sum)</b> |                  |

**Note:** All Prices in the Financial Proposal are:

Exclusive of VAT and duties

Signed:

Name:

Title/Position:

Authorized for and on behalf of:

Supplier:

Address:



## SECTION H: 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 organisation stated in the Contract Agreement whose Proposal 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 Price** means the price stated in the Contract and thereafter as adjusted in accordance with the provisions of the Contract;

**Date for Commencement** means the date specified in the **SCC** by which the Contractor will be required to commence the Services;

**Date for Completion** means the date specified in the **SCC**, by which the Services are required to be substantially completed;

**Days** mean working days, **Weeks** means working weeks and **Months** means working months;

**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);

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

**Foreign Personnel** means such professionals and support staff who at the time of being so provided have their domicile outside of VANUATU;

**Local Personnel** means such professionals and support staff who at the time of being so provided have their domicile inside VANUATU;

**Key Personnel** are those listed in the PRS to the Contract;

**Purchaser** means the Procuring Entity stated in the Contract Agreement;

**Services** are what the Contract requires the Contractor to provide;



**Schedule of Prices** means any schedule included in the Contract which shows the respective unit rate of payment for supply of the Services;

**Site** means the place(s) of performance of the Services specified in the Contract;

**Terms of Reference** means the statement set out in the Contract specifying and describing the Services.

**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.

### 7. Standard of Performance

(1) The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Contractors or Third Parties.

### 8. 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.

### 9. 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).

(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 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.



#### 10. Confidentiality

(1) Except with the prior written consent of the Purchaser, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### 11. Variation Orders

(1) Subject to the agreement of the Parties the Purchaser may prepare a Variation Order making changes to the Services, Terms of Reference, timing and/or cost of the Contract.

(2) The Contractor may submit a written proposal to the Purchaser requesting a variation in the 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**

#### 12. Payment Conditions

(1) The total payments made to the Contractor for the provision of the Services under the Contract shall not exceed the Contract Price stated in the Contract Agreement, except for Variation Orders made to the Contract.

(2) Payments will be made to the Contractor according to the terms stated in the SCC.

(3) Payment shall be made within 30 days of receipt of the invoice and the relevant documents and within 60 days in the case of the final payment. The Contractors' Personnel providing Services under this Contract, during the course of their work (including field work) under this Contract, may be required, as stated in the **SCC**, to complete time sheets or other such documents used to identify time spent, as well as expenses incurred.

(4) If and Advance Payments are allowed they are as detailed in the **SCC**. Other payments shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor has submitted an invoice to Purchaser specifying the amount due.

#### 13. Payment on Termination

(1) Upon termination of this Contract the Purchaser shall make the following payments to the Contractor:

- a) Remuneration for Services satisfactorily performed prior to the effective date of termination; and
- b) Except in the case of termination reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the repatriation travel of the Personnel and their eligible dependents.



#### 14. Taxes and Duties

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

### **SAFETY HEALTH AND WELFARE**

#### 15. Requirements for Safety Health and Welfare

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

### **TERMINATION AND SUSPENSION**

#### 16. 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) Does not remedy a failure in the performance of its obligations, as specified in a Notice of Suspension within 30 days after being notified or within a further period as Purchaser may have subsequently approved in writing;
- b) Fails to perform any other obligation under the Contract; or
- c) Has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

#### 17. 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 Purchaser.

#### 18. Termination for Convenience

(1) The Purchaser may, without cause, by written notice order 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 provided that any such Consulting Services were not late or otherwise overdue for completion at the date of termination. The Contractor shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser, of all outstanding subcontracts.

#### 19. Termination by the Contractor

(1) In the event that:

- a) The Purchaser fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute hereof within 45 days after receiving written notice from the Contractor that such payment is overdue.
- b) As the result of an event of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than 60 days.

(2) The Contractor may terminate this Contract on the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. The Contractor shall give a not less than 30 days' written notice of termination to Purchaser.



#### 20. Suspension of Payments

(1) The Purchaser may, by written Notice of Suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding 30 days after receipt by the Contractor of such notice of suspension.

#### 21. 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.

#### 22. Suspension of the Services

(1) In the event that the Services are suspended due to circumstances beyond the control of the Purchaser or the Contractor, the Purchaser shall after due consultation with the Contractor, determine any extension of time and the amount that shall be added to the Contract Price to which the Contractor is entitled.

### **DISPUTES AND SETTLEMENT**

#### 23. 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. Failing successful negotiation the courts in Vanuatu will settle any disputes in line with the laws of the Republic of Vanuatu.

### **FORCE MAJEURE**

#### 24. 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 25. 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.

#### 26. 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, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.



## **INTEGRITY/ PROBITY**

### **27. 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 practices 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 I: SPECIAL CONDITIONS OF CONTRACT**

| <b>GCC Ref.</b> | <b>HEADING</b>                             | <b>DETAILS TO BE ENTERED BY PURCHASER (Where Applicable)</b> |
|-----------------|--|--|
| 4               | Contract Manager                           |  |
| 5(1)            | Date of Commencement<br>Date of Completion |  |
| 9(2)            | Insurance                                  | Professional Indemnity Insurance<br>Public Liability         |
| 12              | Terms of Payment                           |  |
| 14.(1)          | Taxes and Duties                           |  |
|                 |  |  |
|                 |  |  |



## **SECTION J: SAMPLE FORMS**

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

**FORM 1 - Contract Agreement**

**FORM 2 – Advance Payment Security (Bank Guarantee)**

**FORM 3 – Time Sheet**



| <b>FORM 1 - Contract Agreement</b> |  |
|------------------------------------|--|
| <b>Contract No:</b>                |  |
| <b>Brief Description:</b>          |  |

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

Whereas the Purchaser has accepted the Quotation of the Contractor [Purchaser to enter reference number and date] for the supply of Physical 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 Contractor's Quotation including the Response Schedules
- (e) Other documents [Purchaser to enter as required]

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 - 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 services. 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.



**FORM 3 – Time Sheet**

**Project:**

**Month:**

**Name of Expert:**

**Position/ Job Title of Expert:**

| Day          | Days Worked | Comments (if applicable) |
|--------------|-------------|--------------------------|
| 1            |             |                          |
| 2            |             |                          |
| 3            |             |                          |
| 4            |             |                          |
| 5            |             |                          |
| 6            |             |                          |
| 7            |             |                          |
| 8            |             |                          |
| 9            |             |                          |
| 10           |             |                          |
| 11           |             |                          |
| 12           |             |                          |
| 13           |             |                          |
| 14           |             |                          |
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| 16           |             |                          |
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| 18           |             |                          |
| 19           |             |                          |
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| 22           |             |                          |
| 23           |             |                          |
| 24           |             |                          |
| 25           |             |                          |
| 26           |             |                          |
| 27           |             |                          |
| 28           |             |                          |
| 29           |             |                          |
| 30           |             |                          |
| 31           |             |                          |
| <b>Total</b> |             |                          |

Signature of Expert

Signature of [either the Consultant's Representative or delegated Team Leader]

Date

Date