



REQUEST FOR QUOTATIONS (RFQ) CONSULTING SERVICES

HYDRAULIC MODELLING OF LUGANVILLE WATER SUPPLY NUMBER:81/10/25/RFQ/CS/LUGANVILLE/WS/SANMA/DOWR

To: **Potential Bidders**

Date: 12/06/2026

The Department of Water Resources (the Purchaser) invites you to submit your quotation for carrying out the services as 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 ten (10%) percent.

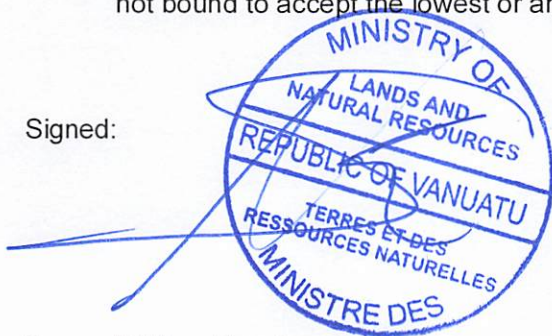
SECTION A: QUOTATION REQUIREMENTS

- 1) Description of Services and Location:
Hydraulic Modelling of the Luganville Water Supply Network System in Luganville – Santo.
- 2) Quotations should be:
Inclusive of VAT and duties.
- 3) Services are to commence: Within 1 month of contract signing. Services are to be completed by: Within 17 weeks of contract signing.
- 4) Quotations must be valid for 60 days from the Submission Date and Time given below.
- 5) 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.
- 6) Quotations must be received no later than the Submission Date and Time being: 5pm Vanuatu time on 03rd July 2026 2025 by email to the address specified below.
- 7) Quotations must be returned to:
Erie Sami
Manager of Operations, DoWR
Port Vila
email: esami@vanuatu.gov.vu



- 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: **William Nasak**
Title/Position: **Director General**
Address: **Ministry of Lands & Natural Resources**
(For, and on behalf of the Purchaser)



SECTION B: CONTRACTORS QUOTATION

PURCHASER'S RFQ CONSULTING SERVICES NUMBER:

81/10/25/RFQ/CS/LUGANVILLE/WS/SANMA/DOWR

- 1) Currency of Quotation: Vatu
- 2) Services will commence on: Within 1 month of contract signing Services to be completed by: Within 17 weeks of contract signing
- 3) The validity period of this Quotation is: **60 days** from the Submission Date. **03 July 2026**
- 4) We enclose the following documents:
N/A – Overseas Company
- 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 REQUIREMENT

Specifications

1. Introduction

The Luganville Resilient Urban Water Supply and Sanitation Project (LRUWSSP) will support the Government of Vanuatu to improve the accessibility, sustainability, and inclusivity of urban services, mainly water supply, sanitation, and climate change and disaster resilience of greater Luganville. The project will support resilient water supply systems by (i) increasing the diversity of water supply sources, (ii) upgrading the existing transfer and distribution system, (iii) supporting the Water Supply operation and maintenance (O&M) services for 5 years, and (iv) reducing nonrevenue water (NRW).

The purpose of this assignment is to assess the current operation and performance of the water supply network, identify deficiencies and operational constraints, and prepare a strategic improvement plan with projections up to the year 2045.

The study will support the Government of Vanuatu in planning future investments, improving operational efficiency, strengthening water service reliability, and establishing a sustainable investment and tariff framework for the Luganville urban water supply system.

2. Background

This Request for Quotation (RFQ) is based on the technical framework, assumptions, and hydraulic modelling principles established under the “Luganville Urban Resilience Water Supply and Sanitation Project (LRUWSSP) – Hydraulic Modelling Report, Version 3, June 2025”. The hydraulic modelling report was prepared as part of the LRUWSSP Water Supply Component and forms the primary technical reference for this assignment.

The RFQ intends to expand, validate, update, and operationalize the hydraulic modelling work already undertaken under the LRUWSSP framework.

The existing hydraulic modelling study established:

- The Water Supply Improvement Works configuration and performance;
- District Metered Area (DMA) concepts and boundaries;
- Future water demand projections up to 2050;
- Pumping, Transmission and Storage Strategies;

The Consultant shall review all existing modelling reports, GIS data, network information, demand projections, and previous technical studies before commencing the assignment.

The assignment shall build upon the hydraulic modelling approach already developed under the LRUWSSP including:

- Existing network modelling;
- DMA configuration assessment;
- Future demand projection modelling;
- Hydraulic simulation of future scenarios;
- Network reinforcement analysis;
- Pressure and flow management review;
- Operational optimisation.



The Consultant shall ensure compatibility with existing modelling assumptions and provide recommendations for improvements, updates, and validation of the current hydraulic model.

2.1. Existing Reference Documents

The Consultant shall review and utilise, where applicable, the following reference documents:

1. PRF Hydraulic Modelling Report V3, Appendix 1;
2. PRF Luganville Demand Assessment and Forecast Report, Appendix 2;
3. PRF 2040 model option 4, Appendix 3;
4. PRF 2050 Model Option 4, appendix 4;
5. Luganville Water Supply Network, Appendix 5A-5B.

The hydraulic modelling report identified the following important technical considerations which shall be considered under this assignment:

- Six (6) proposed District Metered Areas (DMAs);
- Existing network containing approximately 1,707 nodes and 1,817 pipes;
- Future demand projections to 2050;
- Hydraulic performance limitations in the current network;
- Pressure management requirements;
- Need for staged network reinforcement;
- Importance of future operational flexibility and climate resilience.

The Consultant shall review the assumptions previously adopted, including but not limited to:

- Domestic demand assumptions;
- Peak demand factors;
- Storage requirements;
- Pipe sizing assumptions;
- Pump sizing assumptions;
- Operational pressure criteria;
- Energy optimisation assumptions;
- 24/7 supply objectives.

The Consultant may propose updated assumptions where justified through technical analysis.

3. Objectives of the Assignment

The objectives of the consultancy are to:

1. Assess the existing condition and operational performance of the Luganville water supply network system;
2. Develop and calibrate a hydraulic model of the network;
3. Identify current operational deficiencies and future infrastructure constraints;
4. Assess future network requirements for the years 2035 and 2045;
5. Define reinforcement and upgrade requirements;
6. Establish phased investment and implementation priorities;
7. Evaluate operational and commercial impacts including water tariff considerations;
8. Provide recommendations for sustainable operation and future network expansion.



4. Scope of Services

4.1. General

The Consultant shall provide all professional services, personnel, software, equipment, field investigations, technical analysis, hydraulic modelling, reporting, and stakeholder consultation necessary to complete the assignment.

The services shall build upon the existing hydraulic modelling studies undertaken under the LRUWSSP PRF (Project Readiness Financing) and shall update, validate, and further develop the hydraulic assessment of the Luganville Water Supply Network System.

The Consultant shall ensure that all assessments, modelling outputs, and recommendations are technically sound, operationally practical, and suitable for future implementation planning by the Department of Water Resources DoWR.

4.2. Project Inception and Review of Existing Information

Objectives

The objective of this task is to establish a clear understanding of the existing water supply system, previous studies, available data, and project requirements before commencement of field and modelling activities.

Scope of Activities

The Consultant shall review all available technical reports, hydraulic models, GIS data, operational records, and related project documents relevant to the Luganville Water Supply System.

The Consultant shall review previous hydraulic modelling assumptions, calibration methodologies, demand projections, and network configurations developed under the LRUWSSP PRF.

Meetings shall be conducted with DoWR and relevant stakeholders to confirm project objectives, available information, operational constraints, and expected deliverables.

The Consultant shall prepare a detailed methodology, workplan, staffing schedule, and implementation program for approval by DoWR.

Deliverables

- Inception Report;
- Detailed workplan and methodology;
- Data gap assessment;
- Stakeholder coordination plan.

4.3. Data Collection, Field Survey, and Network Verification

Objective

The objective of this task is to verify existing network information and collect sufficient operational and field data to support hydraulic model updating and calibration.

Scope of Activities

The Consultant shall undertake field inspections and verification of existing pipelines, reservoirs, tanks, valves, pump stations, fittings, and associated infrastructure.



The Consultant shall confirm pipeline diameters, materials, alignments, elevations, and operational conditions.

GPS and GIS surveys shall be undertaken for critical infrastructure and network components where existing information is incomplete or inaccurate.

Pressure logging and flow measurements shall be undertaken at strategic locations throughout the network, including DMA inlets, reservoirs, and pumping stations.

The Consultant shall collect operational information related to water production, supply patterns, storage operation, pumping schedules, and customer consumption.

Visible leaks and operational deficiencies identified during the survey shall be recorded, mapped, and reported to DoWR.

Deliverables

- Updated GIS database;
- Asset verification records;
- Pressure and flow monitoring data;
- Field survey report;
- Data collection report.

4.4. Development and Updating of Hydraulic Model

Objective

The objective of this task is to update and improve the existing hydraulic model of the Luganville Water Supply Network.

Scope of Activities

The Consultant shall utilise recognised hydraulic modelling software acceptable to DoWR, including WaterGEMS, KYPIPE, EPANET, or equivalent approved software.

The Consultant shall update the hydraulic model using revised GIS information, verified field data, updated operational parameters, and revised demand allocations.

The hydraulic model shall include all major network components including pipelines, nodes, reservoirs, storage tanks, valves, pumps, and DMA arrangements.

The Consultant shall develop simulation scenarios for existing and future operational conditions, including peak demand, average demand, emergency conditions, and future expansion scenarios.

The Consultant shall ensure that the hydraulic model is compatible with future operational planning and investment assessment requirements.

Deliverables

- Updated hydraulic model;
- Hydraulic modelling database;
- Simulation scenarios and outputs;
- Updated network layout plans.



4.5. Hydraulic Model Calibration and Validation

Objective

The objective of this task is to ensure that the hydraulic model accurately reflects the operational behavior of the existing water supply network.

Scope of Activities

The Consultant shall calibrate the hydraulic model using field measurements, operational records, and monitoring data.

Calibration shall include verification of pressure distribution, flow rates, pump operation, tank operation, demand allocation, and network performance.

The Consultant shall document all calibration assumptions, methodologies, adjustment factors, and validation results.

Where discrepancies are identified, the Consultant shall review and adjust model assumptions accordingly.

Deliverables

- Calibrated hydraulic model;
- Calibration report;
- Model validation report.

4.6. Existing Network Performance Assessment

Objective

The objective of this task is to assess the operational performance and limitations of the current water supply system.

Scope of Activities

The Consultant shall assess pressures, flows, storage performance, pumping arrangements, operational reliability, and service coverage throughout the network.

The Consultant shall identify hydraulic bottlenecks, low-pressure zones, excessive pressure areas, operational inefficiencies, and infrastructure deficiencies.

The assessment shall include review of DMA functionality, pressure management requirements, storage adequacy, and network redundancy.

Operational risks and vulnerabilities affecting system reliability shall also be identified.

Deliverables

- Existing network assessment report;
- Deficiency and constraint assessment;
- Operational performance assessment.

4.7. Future Water Demand and Network Assessment

Objective

The objective of this task is to assess future water demand requirements and future network performance for planning horizons up to 2045.



Scope of Activities

The Consultant shall review and update population growth projections, urban development forecasts, and water demand assumptions.

Future demand scenarios shall be developed for 2035 and 2045, including domestic, commercial, institutional, and future development demand.

The hydraulic model shall be used to assess future network performance under projected demand conditions.

The Consultant shall identify future infrastructure limitations, storage deficiencies, pumping requirements, and pressure management issues.

Deliverable

- Future demand assessment;
- Future network performance assessment;
- Future infrastructure requirements report.

4.8. Network Reinforcement and Improvement Options

Objective

The objective of this task is to identify and assess practical network reinforcement and improvement options.

Scope of Activities

The Consultant shall identify required pipeline upgrades, storage improvements, pump station upgrades, transmission reinforcements, and pressure management measures.

Improvement options shall consider operational reliability, energy efficiency, future expandability, climate resilience, operational simplicity, and lifecycle cost.

The Consultant shall compare options using technical, operational, and financial criteria and recommend a preferred option for implementation.

Deliverables

- Improvement options report;
- Reinforcement strategy;
- Recommended preferred option.

4.9. Investment Planning and Cost Assessment

Objective

The objective of this task is to establish investment requirements and implementation priorities for future improvements.

Scope of Activities

The Consultant shall prepare capital cost estimates, operational cost estimates, and phased implementation schedules for recommended improvements.

The Consultant shall assess operational expenditure implications, energy costs, maintenance requirements, and lifecycle costs.



Investment priorities shall be developed based on operational risk, urgency, service improvement requirements, and implementation feasibility.

Deliverables

- Capital and operational cost estimates;
- Investment plan;
- Phased implementation schedule.

4.10. Water Tariff and Financial Assessment

Objective

The objective of this task is to assess the financial sustainability implications of the proposed network improvements.

Scope of Activities

The Consultant shall assess the impact of future operational and investment costs on water tariffs and operational sustainability.

The assessment shall include consideration of maintenance costs, energy costs, operational efficiency, and future investment recovery requirements.

Preliminary recommendations shall be provided regarding long-term financial sustainability.

Deliverables

- Tariff assessment report;
- Financial sustainability assessment.

4.11. Climate Resilience and Operational Sustainability

Objective

The objective of this task is to assess climate resilience and operational sustainability considerations associated with future network improvements.

Scope of Activities

The Consultant shall assess resilience of the water supply system to climate change impacts, extreme weather events, operational failures, and future service demands.

The Consultant shall assess operational redundancy, energy efficiency opportunities, and long-term sustainability measures.

Recommendations shall be provided to improve resilience, operational flexibility, and sustainability of the network.

Deliverables

- Climate resilience assessment;
- Sustainability recommendations.

4.12. Reporting, Consultation, and Finalization

Objective

The objective of this task is to ensure effective reporting, consultation, and finalization of the assignment.



Scope of Activities

The Consultant shall prepare draft and final reports summarising all investigations, modelling, assessments, recommendations, and implementation priorities.

Technical presentations and consultation meetings shall be conducted with DoWR and VPMU (Vanuatu Project Management Unit) and relevant stakeholders.

The Consultant shall address all comments received during the review process and finalise all deliverables.

Final Deliverables

The Consultant shall provide:

- Final hydraulic model files;
- GIS and mapping files;
- Technical reports;
- Hydraulic simulation outputs;
- Cost estimates and investment plans;
- Electronic and hardcopy submissions.

4.13. Training of the Hydraulic Modelling

The objective of the hydraulic modelling training session is to provide practical and technical knowledge to participants on the use and application of hydraulic modelling for water supply systems. The training aims to enhance the participants' understanding of hydraulic network analysis, system operation, and modelling techniques to support planning, design, operation, and maintenance activities.

Specific objectives include:

- Introduce participants to hydraulic modelling concepts and principles.
- Build participant capacity in the use of hydraulic modelling software such as EPANET or equivalent.
- Develop practical skills in creating, running, and interpreting hydraulic models.
- Improve understanding of water distribution system performance and operational analysis.
- Enable participants to apply hydraulic modelling outputs in decision-making and system improvement planning.

4.13.1 Scope of Activities

The hydraulic modelling training session shall include the following activities:

4.13.1.1. Training Preparation

- Preparation of training agenda and session program.
- Preparation of training presentations, manuals, and practical exercises.
- Setup of required software and training equipment.
- Coordination with participants regarding venue, schedule, and training requirements.



4.13.1.2. Introduction to Hydraulic Modelling

- Overview of hydraulic modelling applications in water supply systems.
- Introduction to hydraulic concepts including:
 - Flow
 - Pressure
 - Headloss
 - Velocity
 - Demand allocation
- Overview of modelling software interface and functions.

4.13.1.3. Practical Software Training

Hands-on practical exercises covering:

- Creation of a hydraulic network model.
- Input of system data including pipes, nodes, reservoirs, and pumps.
- Demand pattern development.
- Running hydraulic simulations.
- Reviewing and interpreting model outputs.
- Troubleshooting common modelling issues.

4.13.1.4. System Analysis and Interpretation

- Analysis of pressure and flow results.
- Identification of low-pressure and high-pressure areas.
- Scenario testing and operational simulations.
- Introduction to system optimization concepts.

4.13.1.5. Group Exercises and Discussions

- Practical exercises using sample or project-specific network data.
- Interactive discussions and problem-solving sessions.
- Review of modelling results and participant feedback.

4.13.1.6. Training Evaluation

- Participant assessment and feedback session.
- Evaluation of participant understanding and practical application.



5. Deliverables

The Consultant shall provide the following deliverables:

Deliverable No.	Milestone/Deliverable	Tentative milestone / completion date [1]
1	Inception Report Methodology, workplan, staffing	2
2	Data Collection Report Field assessment and data collection findings	6
3	Hydraulic Model Model calibrated, Network Assessment and Tariff Assessment	12
4	Draft Final Report Full technical assessment and recommendations	14
5	Final Report Final revised report after comments	16
6	Training and workshop	17

[1] Weeks from commencement of contract

6. Duration of the Assignment

The expected duration of the assignment is approximately ninety (90) calendar days from the issuance of the Notice to Proceed or Purchase Order.

7. Consultant Qualification Requirements

Interested consultants/firms shall demonstrate:

Technical Expertise

- Experience in hydraulic modelling of water supply systems;
- Experience in water distribution network assessment;
- Experience in infrastructure planning and investment assessment;
- Experience in Pacific Island or remote environments;
- Experience in urban water supply projects.

Key Personnel

The Consultant shall provide qualified personnel including:

- Hydraulic Engineer;
- Water Supply Engineer;
- GIS/Mapping Specialist;
- Financial/Tariff Specialist.

Corporate Requirements

- Valid business registration;
- Relevant professional certifications;
- Availability of hydraulic modelling software;
- Demonstrated capacity to undertake field assessments.



8. Consultant Responsibilities

The Consultant shall:

- Provide all required personnel, equipment, transport, and software;
- Coordinate with DoWR during implementation;
- Maintain safety during field surveys;
- Protect confidential project information.

9. Client Responsibilities

The Department of Water Resources DoWR shall:

- Facilitate access to available network data;
- Facilitate coordination with relevant stakeholders;
- Provide comments and review of deliverables;
- Support field access where required.

10. Payment Terms

Payments shall be made according to the following schedule:

Milestone [2]	Payment
Inception Report	20%
Data Collection Report	15%
Hydraulic Model, Network Assessment and Tariff Assessment	25%
Draft Final Report	20%
Final Report	10%
Training and workshop	10%

[2] Payment upon approval of the milestone/deliverable

All payments shall be subject to submission of acceptable invoices and deliverables.

11. Submission Requirement

Interested firms shall submit the following:

Technical Proposal

- Company profile;
- Understanding of the assignment;
- Methodology and workplan;
- Proposed team composition;
- CVs of key personnel;
- Similar project experience;
- Project schedule.

Financial Proposal

The financial proposal shall include:

- Professional fees;
- Travel and accommodation;
- Field survey costs;



- Equipment and software costs;
- Administrative costs;
- Training and Workshop;
- Any other associated costs.

Prices shall be quoted in USD.

12. Evaluation Criteria

Quotations will be evaluated using the following criteria:

Criteria	Weight
Technical methodology and understanding	30%
Relevant experience	25%
Qualifications of key personnel	20%
Delivery schedule	10%
Financial proposal	15%

DoWR reserves the right to negotiate with the selected Consultant.

13. Submission of Quotations

Quotations shall be submitted electronically or in sealed envelope clearly marked:

“RFQ – Hydraulic Modelling of Luganville Water Supply Network System”



SECTION D: CONSULTANTS ORGANISATION AND EXPERIENCE

[CONTRACTOR to enter]

[Provide a brief on your firm's organization 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 Years with Firm/Entity	[Enter full name] [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 organization, positions held.]			
		From:		To:	
		Employer: Position Held:			
		From:		To:	
		Employer: Position Held:			
		From:		To:	
		Employer: Position Held:			
11	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [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	[Insert the names and contact details of the referees for the last 4 employment positions]

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 authorized representative of staff member:	Date:



SECTION G: BREAKDOWN OF COST

[This Form shall be used for both Time-Based contracts and for Lump-Sum contracts, as follows:

1. For Time-Based contracts to show the breakdown of costs.
2. For Lump-Sum Form contracts information provided in this Form shall only be used to establish payments to the Contractor for possible additional services requested by the Purchaser. In the case of Lump-Sum contracts Contractors are not required to enter the number of days and quantities in the tables below. Even if the Contractor does include such information (which is not desired), the number of days or quantities will not be considered for evaluation purposes or for calculations of payments due under the contract.

In all cases this Form will also be used to confirm that payment to individual experts is in conformity with [Purchaser to enter]

1. Person-day fee rates

Name of Expert	Position/ Job Title of Expert	Person-day fee (unit rate) [Insert currency]	Number of Working Days	Total Price [Insert currency]
Management Fee				
TOTAL				

Notes:

2. Reimbursable Costs Payable

Item	Unit & Quantity	Unit Cost [Insert currency]	Total Price [Insert currency]
International Airfares			
Accommodation			
Per Diems			
Other expenses			
Total			



3. Total Financial Proposal

Item	Total Price [Insert currency]
Person-day fee rates	
Reimbursable Costs Payable	
Total	

Note: All Prices in the Financial Proposal are:

- Exclusive of VAT and duties
- Inclusive 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

GCC Ref.	HEADING	DETAILS TO BE ENTERED BY PURCHASER (Where Applicable)
4	Contract Manager	Erie Sami – Manager of Operations, DoWR Christina Aga – Provincial Water Supervisor, DoWR Sanma
5(1)	Date of Commencement Date of Completion	Commencement of Project to be within 1 month of contract being signed. Completion of works to be within 6 months of contract being signed.
9(2)	Insurance	Professional Indemnity Insurance 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



FORM 1 - Contract Agreement	
Contract No:	
Brief Description:	

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.

For the Purchaser		For the Contractor	
Signature:		Signature:	
Date:		Date:	



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]¹ 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]¹ 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]². 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:

¹ Insert the amount representing the amount of the advance payment.

² 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		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
Total		

Signature of Expert

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

Date

Date

Appendix
SCOPE OF SERVICES

Appendix 1: PRF Hydraulic Modelling Report V3;
Appendix 2: PRF Luganville Demand Assessment and Forecast Report;
Appendix 3: PRF 2040 model option 4;
Appendix 4: PRF 2050 Model Option 4;
Appendix 5A-5B: Luganville Water Supply Network.