



## **REQUEST FOR QUOTATIONS (RFQ) WORKS**

**RFQ WORKS NUMBER: 45/06/26/WK/MELE-DGF/UNICEF-DoWR**

To: **Potential Bidders**

Date: **22<sup>nd</sup> June 2026**

The Department of Water Resource of the Republic of Vanuatu (the Employer) invites you to submit your quotation for carrying out the works as described herein. Any resulting contract shall be subject to the attached General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). At the time the Contract is awarded, the Employer reserves the right to increase or decrease the works required up to 20%.

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

#### **1) Description of Goods, Services and place(s) of delivery:**

Department of Water Resources requires your quotation for the following works towards the Installation of OD160mm HDPE Pipe Water Supply mainline and associated works for the Mele Community, Efate Island, Shefa Province as part of the Rehabilitation Work of the Mele Water Supply system - Phase II (from storage tank to village connections).

#### **Background**

The Mele Water Supply System was constructed in the 80s and severely damaged during the 17<sup>th</sup> December 2024 earthquake.

Following the December 2024 earthquake and associated landslides, the Mele water system faced significant damage, including destruction of water storage tanks, burial of pipelines and disruption of access to the water source. This resulted in reduced access to safe water for the community.

In response, the Government of the Republic of Vanuatu, through DoWR and its partners, initiated a phased rehabilitation of the water supply system that includes replacement of the main distribution pipeline from the storage tank to the community to restore reliable and sustainable water supply to the Mele Community.



## Scope of Work

The main pipeline Installation work includes the following:

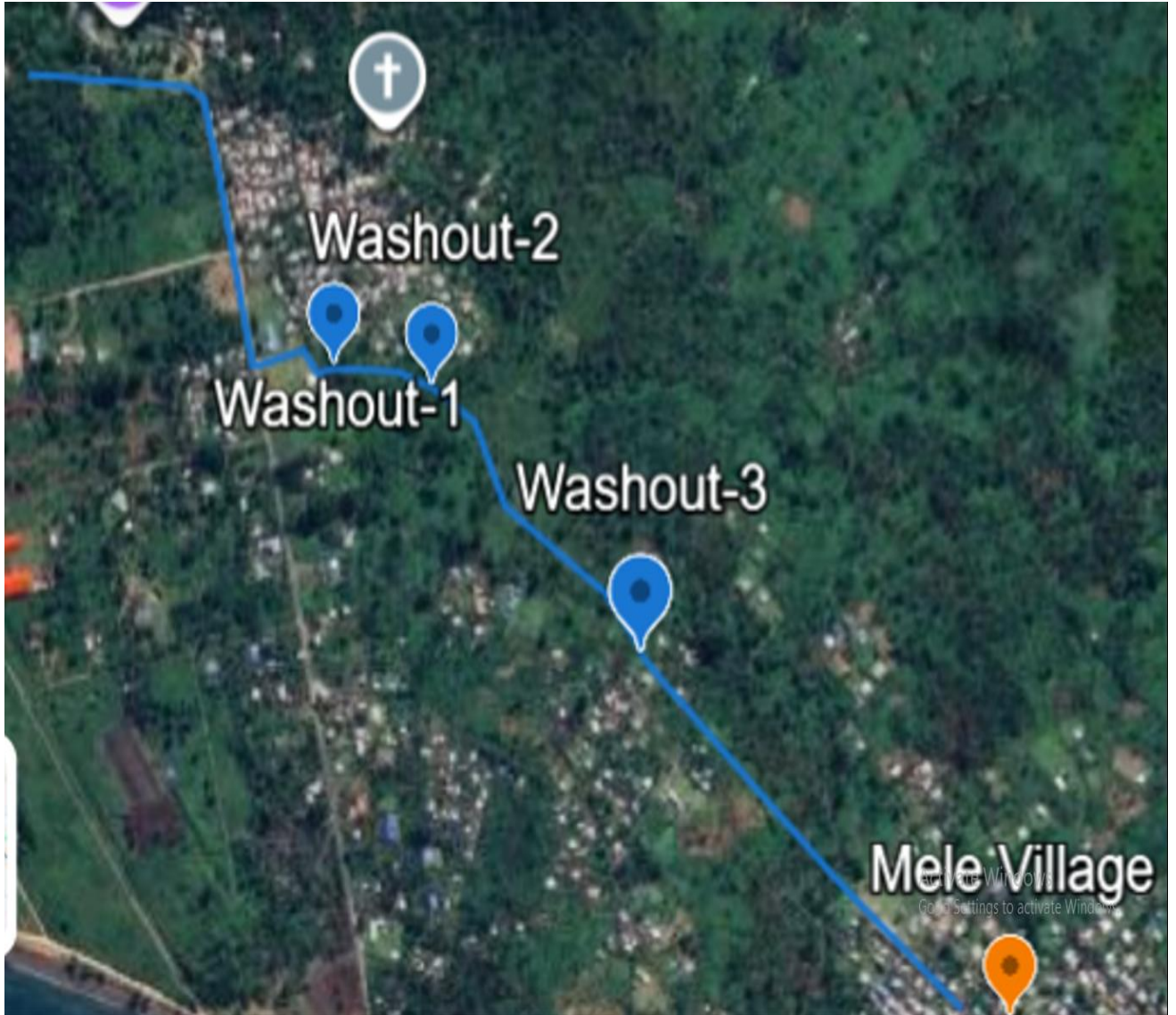
- Installation of total length is 1,900m OD 160mm HDPE pipe with appropriate pipe connection by butt welding, Electro fusion and fittings. Welding Machine will be provided by the Employer
- Pipe trench excavation and backfilling(not less than 1meter trench depth and 0.6m width)
- Appropriate Valve Chambers construction for Water Meters, Washouts and major Connection points where gate valves are provided
- Connections include:
  - The new main line will be connected to the existing 160mm HDPE line nearby the tank outlet.
  - 4 village saddle connections branching to 50mm including valve chamber construction as per the attached drawing
  - 3 washouts of 90mm along the main line including valve chamber construction as per the attached drawing
  - Connection to the old 155mm PVC pipe/ flange
  - Installation of 3 Water Meters including valve chamber construction as per the attached drawing
  - Include 2x 6m PVC 225mm wastewater pipe for the road crossing including road cutting, appropriately placing the casing material and the pipe and also backfilling as directed by the Employer's Engineer
  - Valve chambers for the wash outs and major connection points construction as per the attached drawing
- The work also includes temporary diversion of the stream mater and appropriate trench depth excavation under the bed level of the stream/creek found in Mele Village in such a way that the pipe passes being buried beneath the bed of the stream
- The pipeline and main fitting materials and including welding machine for this work will be provided by the Employer as can be seen in annex 1. The vendor is supposed to provide other equipment and materials for the execution of the entire works.
- It will be mandatory to construct valve chambers for each water meter, washout and gate valve supply of the required materials will be the responsibility of the contractor
- Provision of the required materials for construction of valve chambers including cement, sand, aggregate, rebar, formwork will be the responsibility of the contractor /Vendor



## Overall Layout and Arrangement







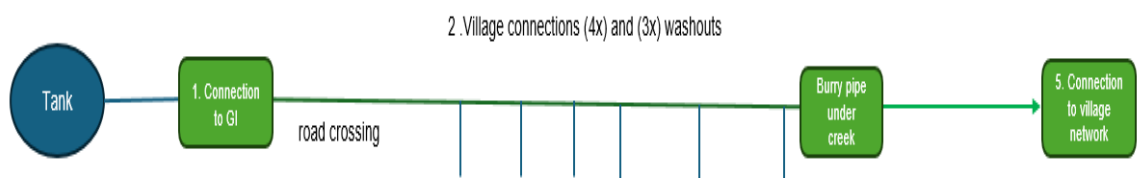


### Descriptions of Some the major works and connection points

Item No.	Description of Activity	Location	Details of the works
1	1.9km Pipe line installation	As shown in the layout	The work includes Pipe line installation including welding pipes, trench excavation and backfilling
2	Installation of DN 80mm Water meter	Tank Inlet	Cutting the existing inlet pipe and installing the water meter and also constructing valve chamber
3	Installation of DN 150mm water meter	Tank outlet	Cutting the existing outlet pipe and installing the water meter and also constructing valve chamber
4	Connecting the new 160mm HDPE to existing HDPE 160mm	Nearby the tank	Cutting the existing pipeline and welding it with the new one
5	Road crossing	Crossing point as can be seen from the layout	Road Cutting to the required depth and width, placing the casing, inserting the HDPE pipe and backfilling as directed by the Employer's Engineer
6	Creek Crossing	As shown in the layout	Temporary diversion of the stream Water and appropriate trench depth excavation under the bed level of the stream/creek in such a way that the pipe passes being buried beneath the bed of the stream/creek
7	Valve Chambers Construction and Washouts installation	As shown in the layout	There will be 3 valve chambers construction work and installation of Washouts as per the provided drawings
8	Saddle Connections	As shown in the layout	There will be four village connections with saddle branching from mainline



# Replacement set-up



- Total length is 1,900m with a new 160mm HDPE pipe with couplings and fittings, with a pressure is about 50m static head. Recommended pressure rating 125KPa
- Connections;
  - The new line will connect to the existing 160mm HDPE line with flange connection.
  - Expected to have 4x village connections to 50mm
  - Include 3x washout of 90mm
  - Connection to a creek crossing (under a different contract) with flange connections
  - Connection to the old 155mm PVC pipe/ flange
  - Include 2x 6m PVC 225mm wastewater pipe for the road crossing

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Move existing flange joint to lower ground, and build box for valve and water meter



Butterfly Valve

Water meter

# Connection phase II

Joint with flange to HDPE 160mm

Existing HDPE pipe (phase I)

HDPE 160mm (new)



HDPE 160mm (new)

Electrofusion socketed 160mm



Gasket



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## 2. Village connection (4x)



Tapping Saddles 160mm- 63mm  
(electrofusion)



Electrofusion Sockets  
63mm



Female Threaded  
Adaptors 63mm  
(electrofusion)



Reducing nipple  
63mm-50mm

Note: Connection to  
50mm pipe will be  
sourced locally



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Valve 50mm





### 3. WASH-out

HDPE 160mm (new)

**Electrofusion Reducing Tees**  
160mm-90mm

**Electrofusion Sockets**  
90mm

**Female Threaded Adaptors** 90mm (electrofusion)

**Reducing nipple** 90-80mm

**Valve** 80mm 3"

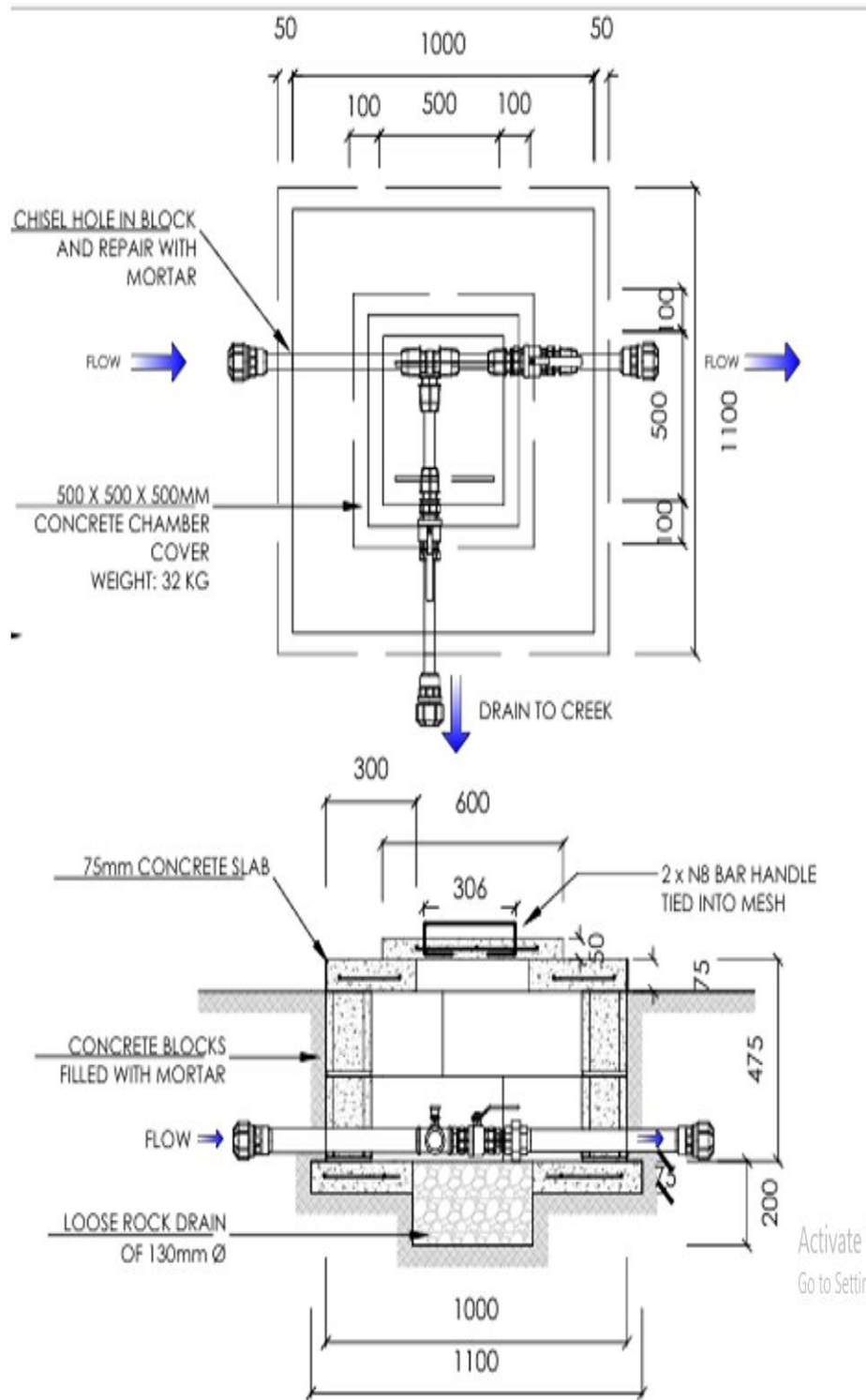
**Bushing** 80-90mm

**Female Threaded Adaptors** 90mm (electrofusion)

Note: HDPE 90mm PN12.5 available on location

**Electrofusion Sockets** 90mm (PN12.5)

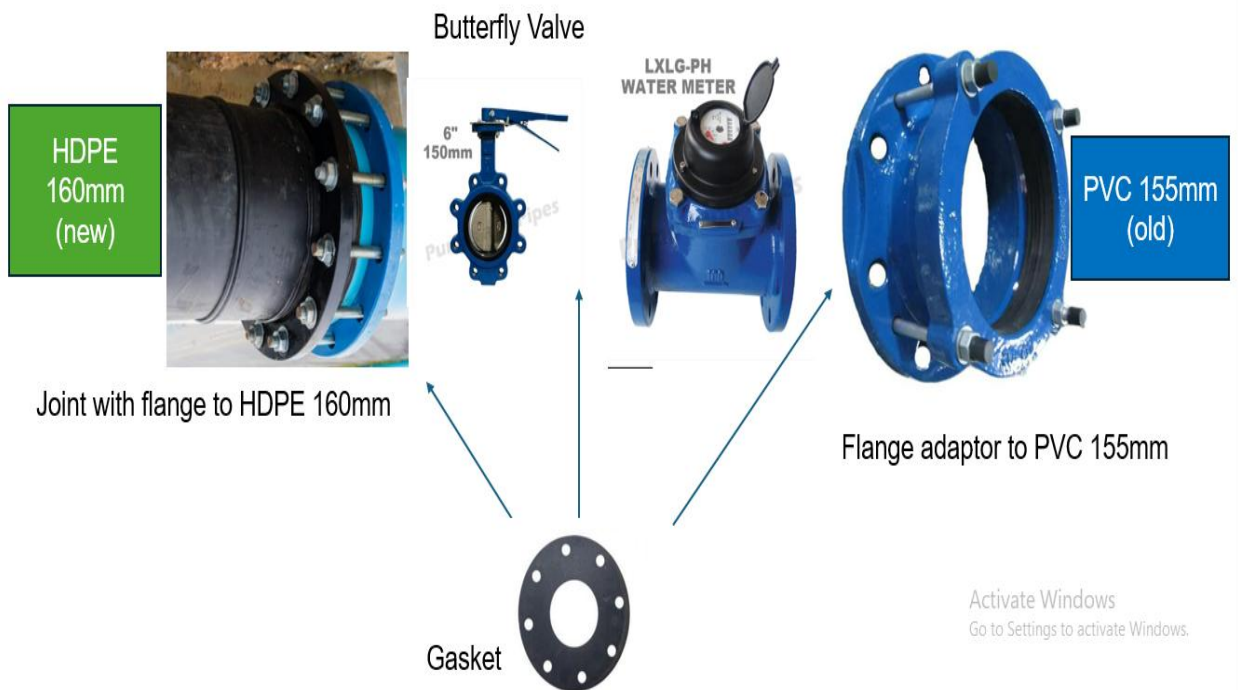
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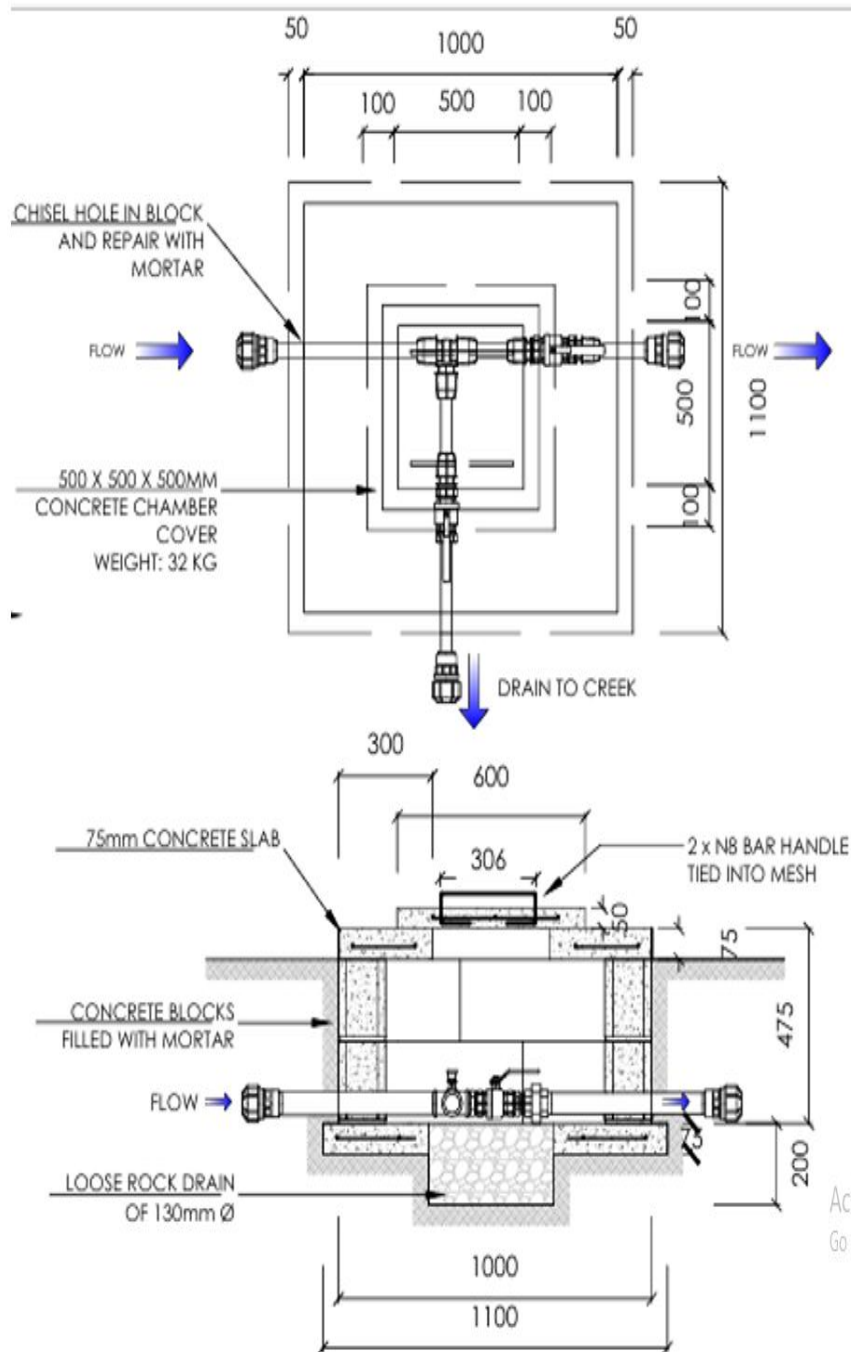


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## 4. Village connection





Activate Windows  
Go to Settings to activate Windows.



**Note :**

- It will be mandatory to construct valve chambers for each water meter, washout and gate valve
- Provision of the required materials for construction of valve chambers including cement, sand, aggregate, rebar, formwork and etc will be the responsibility of the contractor
- Welding Machine will be provided by the Employer
- Bidders are advised to visit the site for clarity on the scope of the work and also for appropriate bid proposal preparation

**Approach**

The Pipeline material will be supplied by the Employer. The contractor is expected to install the pipeline thereby following the appropriate pipeline route as selected by the Employer's Technical Staff and also construct the valve chambers for the wash outs and connection points as instructed by the Engineer from the Employer. Appropriate trench depths and backfilling must be maintained that will be supervised by the Employer. The contractor is expected to execute the entire work in close consultation and communication with the community representatives and the water committee. The Contractor will take the responsibility of rectifying the defects or any incompliances which may be identified during supervision and monitoring.

**Payment Schedule**

The proposed payment schedule is as described below.

<b>Payment</b>	<b>Percentage</b>
1. Advance Payment	20%
2. First Interim Payment after completion of 50% of the pipeline and associated work	30%
3. Second Interim Payment after 100% completion of the pipeline and associated work	45%
4. Retention Payment and	5%

- 2) Quotations should be:  
**Exclusive of VAT and duties**
- 3) Construction shall be commenced by **TBA**
- 4) Quotations must be valid for **90 days** from the Submission Date and Time given below.



Tenders will be scored as is outlined in the table below.

No.	Description	SECTION	SCORE
1	<b>Contractors' Quotation – Bid Price</b>	<b>Section B</b>	<b>20</b>
2	<b>Schedule of Requirements (Description of work)</b>	<b>Section C</b>	
3	<b>Schedule of Prices</b>	<b>Section D</b>	
4	<b>Company Organization and Background</b>	<b>Section B: Form 4/5</b>	<b>30</b>
	a <i>General Information of the Company</i>		5
	b <i>Company Structure</i>		5
	c <i>List of tools and equipment</i>		5
	d <i>List of skilled and unskilled labourers including their qualifications and/or number of years of experience in the industry.</i>		10
	e <i>Attach Clients References</i>		5
5	<b>Key Personnel</b>	<b>Section B: Form 3</b>	<b>25</b>
	a <i>Site Supervisor/ Qualification/ Experience/</i>		15
	b <i>Names of workers / Qualification/ Experience</i>		10
6	<b>List of most recent contracts of a similar nature, cost, and duration</b>		<b>25</b>
	<i>Works that are of similar nature and volume performed over the last five (5) years Photos must be included.</i>	<b>Section B: Form 1/8</b>	10
	a <i>Past similar work 1</i>	<b>Section B: Form 2</b>	5
	b <i>Past similar work 2</i>		5
	c <i>Past similar work 3</i>		5
d <i>copies of practical completion certificates for each completed project.</i>			
	<b>TOTAL</b>		<b>100</b>

**Important Note**

All Sections in the Request For Quotation must be completed correctly and signed. Bids will be non-responsive if they are incomplete, incorrectly filled and not signed.

- 5) The warranty/guarantee offered shall be: **12 Months**
- 6) Quotations and supporting documents as specified in Section B must be marked with the RFQ Goods Number above and indicate your acceptance of the terms and conditions.
- 7) Quotations must be received no later than the Submission Date and Time being: **4:00 PM on 07<sup>th</sup> of August 2026** by mail or hand delivered to the address specified below.



- 8) Quotations must be returned to:  
**RFQ-45/06/26/WK/MELE-DGF/UNICEF-DoWR**  
**Department of Water Resources**  
**MING KAI BUILDING, Port Vila**  
**Vanuatu**

Tel: (678)33435

For clarifications of the content of the RFQ, bidders shall contact the:  
[hnasawa@vanuatu.gov.vu](mailto:hnasawa@vanuatu.gov.vu) and cc'd [dbelay@unicef.org](mailto:dbelay@unicef.org)

- 9) The attached Schedule of Requirements at Section C detail the items to be purchased and you are requested to advise whether you conform with the Purchaser's specifications and, if not, what the variations are. You are requested to quote your delivered price for these items by completing and returning Sections B, C, D and E.
- 10) Quotations that are responsive, qualified and technically compliant will be ranked according to price. A Contract will generally be issued to the lowest priced quotation. However, the Purchaser is not bound to accept the lowest or any quotation.

Signed:

Name: **William Nasak**  
Title/Position: **Director General**  
Address: **Ministry of Lands & Natural Resources**  
**Port Vila**



(For, and on behalf of the Purchaser)



**SECTION B: CONTRACTORS QUOTATION EMPLOYER'S**

**RFQ WORKS NUMBER: 45/06/26/WK/MELE-DGF/UNICEF-DoWR**

**RFQ WORKS NAME: Installation of OD160mm HDPE Pipe Water Supply mainline and associated works for the Mele Community**

1) We agree to be bounded to by the General Conditions of Contract, Special Condition of Contract, Technical Specification and we hereby offer to perform the works in conformity with the Request for Quotation (RFQ) including the Schedule of Requirements and Schedule of Activities for a total Estimated quoted price of:

<b>Total Quotation Price in Figure and Currency</b>	
<b>Total Quotation Price and Currency in Words</b>	

- This amount is exclusive of VAT and duties

3) Works will commence on TBA Works are to be completed by: TBA

4) The validity period of this Quotation is: 90 days from the Submission Date. 4:00 PM on Friday 07<sup>th</sup> August 2026

5) Defect liability period: 3 months from practical completion.



6) We enclose the following documents:

- **A copy of our business registration certificate (VSFC).**
- **Copy of Valid Business Licence Certificate.**
- **Quotation.**
- **Complete and signed off on Section B-E with required documents attached.**
- **Company Profile (Work / Experience), including CV's + certificates + references.**
- **Detail work Methodology**
- **Proposed Labour Plan**
- **Proposed Work schedules – Timeframe**
- **Proposed Community Liaison Plan**
- **Proposed Environmental Management Plan.**
- **Proposed Work Health and Safety**

6) We confirm that our quotation is subject to both the attached General Conditions and Special Conditions of Contract and is based on the terms and conditions stated in your Request for Quotations referenced above.

7) We confirm that the prices quoted are fixed for the duration of the validity period and any subsequent contract that may be awarded.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



**SECTION B:**

**FORM 1: RELEVANT EXPERIENCE.**

1. Used this table for works that are of similar nature and volume performed over the last five (5) years.
2. Tenderers shall provide the following information for up to three (3) of their most recent contracts of a **similar nature, cost, and duration**.
3. Tenderers shall provide copies of **practical completion certificates** for each completed project.

Relevant Experience: Works of a Similar Size and Nature										
No	Project Name	Island/Province	Type of work	Original Contract Duration	Start Date	End Date	Were the works completed on time	Contract Value (VUV)	Name of Client/ Contact Person	Contact Details E/M
1										
2										
3										

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



**FORM 2: PAST PERFORMANCE.**

1. Used this table for construction works performed over the last five (5) years.
2. Tenderers shall provide the following information for up to three (3) of their most recent contracts.
3. Tenderers shall provide copies of **practical completion certificates** for each completed project.

Relevant Experience: Works of a Similar Size and Nature										
No	Project Name	Island/Province	Type of work	Original Contract Duration	Start Date	End Date	Were the works completed on time	Contract Value (VUV)	Name of Client/Contact Person	Contact Details E/M
1										
2										
3										

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



**FORM 3: KEY PERSONAL, MANAGEMENT AND TECHNICAL STAFF ASSIGNED.**

1. The tenderer shall provide a copy of CV and any qualification certificates for each of the key person proposed for these works.

<b>Tenderers Proposed Key Personal</b>				
No.	Name	Position	General experience in construction (Years)	Specific experience in proposed position (Years)
1				
2				
3				
4				
5				

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address



**FORM 4: PLANT AND EQUIPMENTS (OWNED).**

1. Listed below are the major items of plants and equipment's required to undertake the works – provide details for each of items listed (owned).
2. Attached copies of Red Book for all items that require registration certificates from Customs Department.
3. Provide evidence to show ownership of un-registered plant and equipment's.

<b>Tenderer's Proposed Equipment's.</b>									
No.	Item/Equipment Description	No. of Units (QTY)	Brand	Model/Serial No.	Age (Years)	Condition (Good, poor, working, under repair)	Do you hold spare parts for this equipment?	Current location	Date Equipment is Available.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



**FORM 5: PLANT AND EQUIPMENTS (To be leased OR hired).**

1. Complete details for each item of equipment's you intended to lease or hired.
2. Attached copies of signed and date lease / Hired Agreements from with the owner of these items.

<b>Tenders Hired or Leased Equipment's</b>							
No.	Item/Equipment Description	No of Units (QTY)	Name of Company	Name of Contact Person	Mobile Phone Number	Email	Is Hired/ Leased Agreement Attached? (Yes/No)
1							
2							
3							
4							
5							
6							
7							
8							
9							

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



**SECTION B: FORM 6: PROJECT FUNDINGS.**

1. Payment of this project work stages may take up to 30 days to be cleared into account.
2. This time starts when you submit complete and correct invoice.
3. Confirmation of available funds **MAY** be requested during the evaluation process.

Access to Funding's			
1	Please provide an estimate of the total amount of money you will require to cover expenses for the first two (2) months.	VUV	
2	Do you have access to this amount? Yes/No		
3	If your answer is No, please explain how you would fund these expenses.		

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



**FORM 7: METHODOLOGY STATEMENT** (attached separate sheet if more space is required)

1. Bidders are to submit an outline of each phase of works with a brief description of how they intend to carry out the works and what resources they will require.

<b>1</b>	<b>Method of Work</b>	Briefly explain the activities you will undertake to implement the works. Method of work shall be support by <b>SECTION B1: Description of Works.</b>
<b>2</b>	<b>Source of Manpower</b>	Briefly explain who will be doing the works. <ul style="list-style-type: none"> <li>• Only your company.</li> <li>• Will you be using subcontractor(s)?</li> <li>• Will you employ local community workers?</li> </ul>
<b>3</b>	<b>Quality Assurance</b>	Briefly explains the measures and specification standards you will be using on this project.
<b>4</b>	<b>Health, Safety</b>	Outline the health, safety measures you will be following and employers from inspection of materials at warehouse up to construction and handing over of project.

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



**FORM 8: WORKLOAD CAPACITY.**

1. The Tenderer shall submit the following details for **ALL Works** throughout all provinces for which you have a signed contract.
2. Evidence of ongoing contract awards **MAY** be requested during Evaluation Process.
3. If NO works state **NIL**.

List of All Current Works Commitments: Ongoing or Awarded										
No.	Project Name.	Island/province.	Type of Work.	Original Contract Duration	Start Date.	End Date. (Expected)	% of Work Complete.	Client Name.	Contact Person.	Contact Mobile/Email.
1										
2										
3										
4										

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



**SECTION C: SHEDULE OF REQUIREMENTS (Description of Works):**

Contract is **FIXED PRICE LUMP SUM – SERVICE AND LABOUR CONTRACT** as defined by the GCC.

This contract includes the construction of **Installation of OD160mm HDPE Pipe Water Supply mainline and associated works for the Mele Community**

The contract is based on a schedule of activities and lump sum for each activity. The contractor is to include all labour management, tools and equipment to complete the works.

Site Visit - the tenderers are recommended to undertake a site visit to the area in order to familiarise themselves with the site prior to submitting a tender for this project.

The Scope of Work is to be read in conjunction with the Drawings and Technical Specification and the following table:

Item	Description	Description of Works
1	Inspection of Materials	<ul style="list-style-type: none"> <li>• The contractor to carryout inspection of materials at the supplied hardware prior packaging and delivery at the shipment port.</li> <li>• Ensure materials supplied with the right quantity and quality.</li> <li>• Inspect materials when delivered to site and ensure materials are stored safely</li> <li>• Complete a stock take of materials as they are unloaded off the trucks to the site store and confirm with the Provincial Water Supervisor that all materials are accounted for.</li> </ul>
2	Mobilisation / Establishment	<ul style="list-style-type: none"> <li>• Participate in pre-start meeting at site; employer to arrange meeting.</li> <li>• Mobilise plant, equipment and materials to site.</li> <li>• Establish working and admin areas.</li> <li>• Transect works - verify and confirmed design site plan of the lab with employer.</li> <li>• Undertake site set out and clarify work requirements.</li> </ul>
3	Project / Contract Management	<ul style="list-style-type: none"> <li>• Manage the project site and coordinate works with Construction Supervisor.</li> <li>• Conduct fortnightly site meetings with Construction Supervisor.</li> <li>• Manage the works and compliance with project requirements.</li> <li>• Undertake project administration including submission of invoices, keeping project records such as a site diary and maintenance of</li> </ul>



		quality.
4	Work Health & Safety and Environmental Management	<ul style="list-style-type: none"> <li>• Develop Site Safety Plan (SSP) and submit to Construction Supervisor within 14 days after signing contract for approval.</li> <li>• Establish site safety and environmental controls on site including waste management system.</li> <li>• Maintain a safe work environment on site, maintain site work health and safety controls including daily safety meetings/toolbox talks.</li> </ul>
5	Insurances	<ul style="list-style-type: none"> <li>• Establish and / or maintain insurances required for the works:</li> <li>• Public Liability – 10million Vatu</li> <li>• Workers Compensation as per Vanuatu Laws.</li> </ul>
6	Quality Management	<ul style="list-style-type: none"> <li>• Manage project quality as per the inspection and Test Plan (ITP)</li> </ul>
7	Works	<ul style="list-style-type: none"> <li>• Execute works per the drawings</li> </ul>
8	Demobilization	<ul style="list-style-type: none"> <li>• Demobilize Contractor's staffs and Equipment's</li> <li>• Practical Completion Certificate to be issued by Employer</li> <li>• Defects Liability period</li> </ul>
9	Reporting	<ul style="list-style-type: none"> <li>• Weekly progress reports detailing Progress against schedule of works. Include Photos and extra materials if requires and justification on extra materials.</li> <li>• Project Final Report. Photographic evidence of all construction stages.</li> </ul>

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



## **SECTION C1: SECHEDULE OF REQUIREMENT (Project Administration):**

**Insurance** – The contractor, where necessary is to have insurance prior to commencing the works; by minimum the contractor should have:

- Public Liability
- Workers Compensation

**Pre-Start Meetings** – A prestart meeting is to be held onsite prior to the commencement of the project works. The objective of the pre-start meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are **DoWR Technical Unit Representatives, Contractor, Supervisor and Workers.**

**Project Updates and Invoices** – The contractor is responsible for providing updates on completion of each stage of work with evidence (photo) and draft invoices to be presented to the DoWR at least one week prior to the completion of each stage of the works for verification prior to issuance of stage payments.

**Invoices** – Draft invoices are to be presented to the Construction Supervisor at least one week prior to the completion of each stage of the works for verification prior to issuance of stage payment certification. **Access to Services** – The contractor is required to provide their own temporary electrical power and pay for utilities.

**Access to Services** – The Contractor is required to provide their own temporary electrical power and pay for utilities.

**Work Hours** – Work hours are generally to be 07.30am – 0500pm from Monday to Saturday.

**Security** - The Contractor is to ensure that site security is maintained at all times and that there is no theft on the worksite.

**Ablutions** – The contractor is to provide their own site ablutions during the project works.

**Behaviour** – All of the contractor's staff are to act in a professional manner.



## Work Health and Safety

The contractor is to ensure that all personnel involved in the works, visitors to the works site and people around (and adjacent to) the work site are kept safe. The contractor is to provide to the Construction Team a Site Safety Plan. Measures to manage Work Health and Safety (WHS) are to include:

- **PPE** – Construction Workers are to have personal protective equipment (PPE) appropriate to their tasks including (but not limited to) hearing protection (when operating noisy equipment), safety glasses (mechanical tool operation), gloves, boots and hard hats (when working below other works, and when construction equipment is operating).
- **High Visibility Clothing** – Site personnel are to wear high visibility vests onsite.
- **Vehicle Use - Vehicles** in and around the construction site are to be registered and operated by licenced drivers in a safe manner.
- **Electricity** – Any work that involves the use of electricity, including temporary power during works, is to be carried out by a suitably trained and certified electrician.
- **Signage** - The WHS measures and warnings are to be well signposted around the site.
- **Access** – DoWR will retain ownership of the site and the contractor is to manage access for the construction activities. The contractor is not to block or disrupt access to the site by DoWR staff.
- **Noise** – Noise is to be kept to a minimum
- **Delineation of the worksite** – The contractor is to delineate the worksite and control access at the gate entry.
- **Drugs and Alcohol** - No smoking, alcohol consumption or consumption of any other drugs is permitted by the contractor or staff on the project site or prior to commencement of work each day.
- **Accidents** – In event where there is any incident or accident on site, it is the contractor's responsibility to assess it and make changes to the Site Safety Plan if required.
- **First Aid Kit** - The contractor is to have a first aid kit on site and somebody who is trained in using the first aid kit.



## **Environmental**

Environmental measures for the project are to include:

- All waste is to be removed from site and disposed of as per Village/Community requirements.
- No waste is to be burnt onsite.
- Dust is to be managed and kept to a minimum.

## **Handover & Completion**

Upon reaching completion of the project works the contractor is to inform the DoWR. A joint inspection involving the Contractor and DoWR representative will be carried out to confirm any outstanding works and/or defects. If the project works comply with the contract drawings, documentation and specification then a Certificate of Completion will be issued.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



## **SECTION C1: PAYMENT SCHEDULE & PROGRAMME 1.**

1. The Programme Schedule shall be read in conjunction with the General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements AND Drawings.
2. The contractor shall provide a bid in accordance with the CONTRACTORS QUOTATION FORM IN SECTION B.
3. Payment for Work - Lump Sum in stages as per payment schedule.
4. A breakdown of the works is provided in the Payment Schedule. This breakdown of the offered Lump Sum over the major activities of the Contract constitutes the means by which the amount payable for the Works is apportioned for Payment Schedule.
5. This is the extent of the purpose of the Programme Schedule. It is not to be regarded or construed as placing or constituting any limit on the Contractor's obligations to provide all the Works described in the contract documentation against the offered Lump Sum.
6. The whole cost of complying with the provisions of the Contract shall be included in the Lump Sum, and where no item is provided in the Schedule of Activities, the cost shall be deemed to be distributed among prices entered for the related items of Work.
7. Provisional Sums included and so designated in the Schedule of Activities shall be expended in whole or in part at the direction and discretion of the Employer in accordance with the Conditions of Contract. 8. No Contingency Sum is included for this contract.
8. In the case of Arithmetic Errors, the Lump Sum will govern. The sums entered for the individual items in the Schedule of Activities will be adjusted by the Employer to accord with the Lump Sum tendered



**SECTION C2: SCHEDULE OF REQUIREMENTS (Description of Works and proposed Construction Schedule):**

Item	Description of Work	Month 1				Month 2				Month 3			
		W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
1.	Pipeline trench Excavation, Pipe welding & Installation and Backfilling												
2.	Structural Works: Construction of Valve Chambers, Road crossings, creek crossing												
3.	Installation of Water Meters and Washouts and gate valves												

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



### **SECTION C3: SCHEDULE OF PAYMENT:**

The payment schedule for the work is as per the following table.

#### **SCHEDULE OF PAYMENT**

The payment schedule for the Works is as per the following table.

<b>Stage</b>	<b>Work Activity</b>	<b>Payment to Contractor (%)</b>
<b>1</b>	Advance Payment	20%
<b>2</b>	First Interim Payment after completion of 50% of the pipeline and associated work	30%
<b>3</b>	Second Interim Payment after 100% completion of the pipeline and associated work	45%
<b>4</b>	Retention Payment	5%

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



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

Item	Description of Goods & Services (Purchaser's Specification)	Quantity	Technical Specification
1	1.9km Pipe line installation	LS	The work includes Pipe line installation including welding pipes and fitting, trench excavation and backfilling
2	Installation of DN 80mm Water meter	1	The work includes Cutting the existing inlet pipe and installing the water meter and also constructing valve chamber
3	Installation of DN 150mm water meter	1	Cutting the existing outlet pipe and installing the water meter and also constructing valve chamber
4	Connecting the new 160mm HDPE to existing HDPE 160mm	1	Cutting the existing pipeline and welding it with the new one
5	Road crossing	2	Road Cutting to the required depth and width, placing the casing, inserting the HDPE pipe and backfilling as directed by the Employer's Engineer
6	Creek Crossing	1	Temporary diversion of the stream Water and appropriate trench depth excavation under the bed level of the stream/creek in such a way that the pipe passes being buried beneath the bed of the stream/creek
7	Valve Chambers Construction and Washouts installation	3	There will be 3 valve chambers construction work and installation of Washouts as per the provided drawings
8	Saddle Connections	4	There will be four village connections with saddle branching from mainline

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier Name:

Address:



## SECTION D: SCHEDULE OF PRICES

Item	Description of Goods & Service	Unit	Quantity	Unit Price	Total Price
1	<p>Total Cost for the entire work Including all works as described in Schedule of requirements Section C above:</p> <ul style="list-style-type: none"> <li>- Installation of pipes and fittings including welding at connection points, water meters, washouts, saddle connection ,</li> <li>- Pipe trench Excavation and backfilling,</li> <li>- Structural works including Valve Chambers, road crossings, creek crossing</li> </ul>	LS	1		
				<b>Total</b>	

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

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier Name:

Address:



## SECTION E: DELIVERY SCHEDULE

Please insert delivery times for individual items:

Item No.	Item	Quantity	Delivery Date
NA			

**Mode of Transport:** NA

**Place(s) of Delivery:** NA

**We confirm delivery as specified above.**

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier Name:

Address:



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

### GENERAL PROVISIONS

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

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

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

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

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

**Days** mean calendar days;

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

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

**Months** mean calendar months;

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

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

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

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

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



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

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

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

Words indicating a gender include either gender.



## **OBLIGATIONS OF THE PURCHASER**

### **5. Contract Manager**

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

## **OBLIGATIONS OF THE SUPPLIER**

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

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

### **7. Subcontracting**

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

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

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

### **9. Copyright**

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

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

- (1) The Supplier shall at its own expense and at no additional cost to the Purchaser arrange all such tests and/or inspections of the Goods and related Services as stated in the **SCC**.
- (2) At the option of the Purchaser, the inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **SCC**.
- (3) If conducted on the premises of the Supplier or its Subcontractor all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors and/or testers at no charge to the Purchaser.



(4) The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.



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

#### 11. Packing and Documents

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

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

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

#### 12. Transportation and Insurance

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

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

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

#### 13. Delivery of Goods

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

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

#### 14. Provision of Related Services

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

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

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

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



#### 16. Rejection of the Goods

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



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

### **VARIATION ORDERS**

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

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

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

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

### **TERMS OF PAYMENT**

#### **18. Contract Cost**

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

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

#### **19. Advance Payment**

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

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

#### **20. Payment Provisions**

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

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

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

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

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



## **PERFORMANCE SECURITY**

### **22. Requirement for Performance Security**

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

## **LIQUIDATED DAMAGES**

### **23. Provisions for Liquidated Damages**

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

## **SUPPLIER WARRANTY**

### **24. Warranty Requirements**

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

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

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

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

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

## **TERMINATION AND SUSPENSION**

### **25. Termination for Default**

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

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

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

(c) Has engaged in fraud, corruption, collusion, coercion and/or obstructive practises in competing for or in executing the Contract.



(2) In the event the Purchaser terminates the Contract, in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such



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

#### 26. Termination for Insolvency

(1) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the Supplier shall be paid for the Goods delivered up to the date of termination only, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

#### 27. Termination for Convenience

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

#### 28. Termination by the Supplier

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

- (a) The Purchaser fails to pay any money due to the Contractor
- (b) As the result of an event of Force Majeure, the Supplier is unable to perform a material portion of the contract
- (c) The Purchaser fails to comply with any negotiated settlement

#### 29. Suspension of Funding

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

### **DISPUTES AND SETTLEMENT**

#### 30. Negotiated Settlement

(1) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation.

(2) Failing successful negotiation any disputes will be settled by the courts in Vanuatu.

### **FORCE MAJEUR**

#### 31. No Breach of Contract

(1) The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative



measures in order to carry out the terms and conditions of this Contract; and has informed the other Party as soon as possible about the occurrence of such an event.



### 32. Extension of Time

(1) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 33. Payments

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

## **INTEGRITY/ PROBITY**

### 34. Competing for and Executing the Contract

(1) Neither the Contractor, nor any Representative of the Contractor will engage in fraud, corruption, collusion, coercion and/or obstructive practises in competing for, or in executing the contract. Should the Contractor, or any Representative of the Contractor engage in the above, they could face any, or all, of the following sanctions:

- (a) Immediate termination of contract (refer Termination and Suspension above);
- (b) Liability for damages to the Government of Vanuatu and other competing bidders;
- (c) Debarment (blacklisting) for five years from engaging in any further contract with the Government of Vanuatu; and
- (d) Public Prosecution under the Penal Code Act.

(2) The Contractor, or any Representative of the Contractor, shall immediately report to the Police, Public Prosecutor and Chairman of the Public Service Commission any attempt by the Purchaser, or the Purchaser's Representative, to demand bribes or gifts in relation to this contract.



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

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

GCC Ref.	HEADING	DETAIL TO BE ENTERED BY THE EMPLOYER (Where applicable)															
4 & 5 (1)	Contract Manager	The contract manager appointed for this contract is:  <b>Erie Sami</b> <b>Project Manager</b> Department of Water Resources Email: <a href="mailto:esami@vanuatu.gov.vu">esami@vanuatu.gov.vu</a> Power may be delegated to a third party.															
4	Contractor	The contractor appointed for this contract is ----- -----															
8 (2)	Insurance	Public Liability. Workers' compensation.															
9 (1)	Performance of Physical Service	The Contractor shall complete the works within the time period of <b>4 months</b> . <ul style="list-style-type: none"> <li>• Works are to commence <b>on TBA</b>.</li> <li>• Works are to be completed <b>on TBA</b>.</li> </ul>															
14 (1)	Advance Payment – First Payment	20% advance payment shall be paid after signing of the contract															
15 (1)	Interim Payments	<table border="1"> <thead> <tr> <th>Stage</th> <th>Work Activity</th> <th>Payment to Contractor (%)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Advance Payment</td> <td>20%</td> </tr> <tr> <td>2</td> <td>First Interim Payment after completion of 50% of the pipeline and associated work</td> <td>30%</td> </tr> <tr> <td>3</td> <td>Second Interim Payment after 100% completion of the pipeline and associated work</td> <td>45%</td> </tr> <tr> <td>4</td> <td>Retention Payment</td> <td>5%</td> </tr> </tbody> </table>	Stage	Work Activity	Payment to Contractor (%)	1	Advance Payment	20%	2	First Interim Payment after completion of 50% of the pipeline and associated work	30%	3	Second Interim Payment after 100% completion of the pipeline and associated work	45%	4	Retention Payment	5%
Stage	Work Activity	Payment to Contractor (%)															
1	Advance Payment	20%															
2	First Interim Payment after completion of 50% of the pipeline and associated work	30%															
3	Second Interim Payment after 100% completion of the pipeline and associated work	45%															
4	Retention Payment	5%															
16 (1 & 2)	Payment & Defects	Receipt of final invoice with evidence of completion of work (photos) and signed certificate of completion.  <b>5% Retention – Defects</b>															
17 (1)	Taxes and Duties	Exclusive of VAT and duties.															
18 (1)	Performance Security	Contractors' responsibility to provide security on project site.															



19 (1)	Liquidate Damage	N/A.

## **SECTION H: SAMPLE FORMS**

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

**FORM 1 – Contract Agreement**

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

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

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



FORM 1 - Contract Agreement			
<b>Contract No:</b>			
<b>Contract Title:</b>			
<b>Brief Description:</b>			
<b>Contract Start Date</b>		<b>Contract End Date</b>	

This Contract is made this day \_\_\_\_\_ by and between \_\_\_\_\_, **Port Vila, Vanuatu** on the one part and ----- on the other part.

Whereas the Purchaser has accepted the Quotation of the Supplier for the supply of such Goods and related Services in the sum of -----  
-----.

In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Contract hereinafter referred to.

The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) The Supplier's Quotation including the Schedule of Requirements,
- (e) Schedule of Prices and Delivery Schedule
- (f) **Business Registration Certificate and Valid Business License certificate.**

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

The Purchaser hereby agrees to pay the Supplier in consideration of the delivery of the Goods and related Services as appropriate the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



IN WITNESS of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the Laws of the Republic of Vanuatu.

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



**RFQ Goods Number:**

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



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



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

[To be provided on headed notepaper of the bank issuing the guarantee]

To:

**Beneficiary:** [Enter beneficiary]

**Date:** [Enter date]

**PERFORMANCE GUARANTEE No.:** [Enter Guarantee Number]

We have been informed that [Name of the Contractor] ('the Contractor') has entered into Contract No [Enter Contract Number] dated [enter date] with you, for [Enter description] ('the Contract').

Furthermore, we understand that, according to the Terms and Conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in words and figures]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than [Enter date]<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed [insert number in words] months, in response to your written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

---

[Seal of Bank and Signature(s)]

---

<sup>1</sup> Insert the amount representing 10% of the Contract Price and denominated in the currency of the Contract.

<sup>2</sup> Enter the date thirty days after the expiry of the warranty obligations, as established in the contract. The Beneficiary should note that in the event of an extension of the time for completion of the Contract (and therefore the warranty period), the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



**Note:**



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

[To be provided on headed notepaper of the bank issuing the guarantee]

To:

**Beneficiary:** [Enter beneficiary]

**Date:** [Enter date]

**ADVANCE PAYMENT GUARANTEE No.:** [Enter Guarantee Number]

We have been informed that [name of the Contractor] ('the Contractor') has entered into Contract No. [Enter Contract Number] dated [Enter date] with you, for [Enter description] ('the Contract').

Furthermore, we understand that, according to the Terms and Conditions of the Contract, an advance payment in the sum of [Enter name of currency and amount in figures and words]<sup>1</sup> is to be made against an advance payment guarantee.

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in figures and in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligations under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor in its account number [Enter Contractor's account number] at [Enter name and address of the Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as stated in copies of submitted invoices which shall be presented to us. This guarantee shall remain valid and in full effect from the date the advance payment is received by the Contractor in its bank account until [Insert date]<sup>2</sup>. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed [Insert number] months, in response to the Beneficiary's written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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[Seal of Bank and Signature(s)]

**Note:**



- <sup>1</sup> Insert the amount representing the amount of the advance payment.
- <sup>2</sup> Insert the date stipulated in the Contract for completion of delivery. The Beneficiary should note that in the event of an extension of the time for completion of the Contract, the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



Annex 1: List of Pipes and Fittings already Procured by the Employer

Item No.	Material Description	Unit	Quantity
1	HDPE 160mm PN 10 11.8m length	PCS	161
2	160mm Electro Fusion Coupling PE100	PCS	171
3	Stub Flange 160mm short spigot	PCS	4
4	Gal backing ring for stub flange	PCS	4
5	UPVC Vanstone Flsng 155mm 2.11.168	PCS	1
6	Sensus WPD Woltman Water Meter 150mm	PCS	2
7	AVK Resilient Seated Gate Valve CI Flanged 150mm 570 Series	PCS	2
8	Stub Flange 160mm Short spigot	PCS	4
9	Gal Backing Rings for 160mm stub Flange	PCS	4
10	EF Elbow DN160mm x 45o SDR11-17 Plasson	PCS	16
11	Plasson Polymatic Plus USB 5m Cable + universal tips	PCS	1
12	EF Reducing Tee 160-90-160	PCS	3
13	EF Coupler 90mm	PCS	6
14	Poly Female Adaptor 90 * 4 Compression	PCS	6
15	Galv Reduce Nipple 100mm x 80mm 4" x 3"	PCS	3
16	Ball Valve Brass 80mm	PCS	3
17	Galvanised Nipple 80mm 3	PCS	3
18	Gal Bush 100* 80	PCS	3
19	Tapping Saddle EF 160*63	PCS	4
20	EF Coupler 63mm	PCS	4
21	Female Threaded Adaptor Long Spigot	PCS	4
22	Poly Reducing Nipple 65mm x 50mm 2 1/2" x 2" ALL	PCS	4
23	Lever Ball Valve 50mm 2	PCS	4
24	Storm Water Pipe 225mm * 6m	PCS	3
25	Gasket 150mm Rubber	PCS	8
26	Bolts and Nut for Flanges Galvanised/Set	PCS	8
27	EF Coupler 90mm	PCS	12
28	Sensus Woltman Water Meter 80mm	PCS	1
29	Poly stub flange 90mm	PCS	2
30	Backing Ring 90mm	PCS	2
31	Gasket Rubber 80mm	PCS	2
32	Bolt/Nut for 80mm Flange	PCS	16