



REQUEST FOR QUOTATIONS (RFQ) WORKS

RFQ WORKS NUMBER:

006/06/23/17P269C/Labour/SanmaProvince/Malo/Avunarani/WaterSupply/CONSTRUCTIONS

To: Potential Bidders

Date: 26th June 2023

The **Department of Water Resources (DoWR)** (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 25%.

SECTION A: QUOTATION REQUIREMENTS:

1) Description of Works and Location:

Description of Work.

No.	Province	Island	Village/Community	Type of work	Description of work
1	SANMA	MALO	Avunarani	Water Supply Project	<ol style="list-style-type: none">1. Preliminary and General Items2. Water Source Intake Works3. Storage, Break Pressure Tanks4. Transmission Pipeline Works5. Water Distribution Works. <p>(Interested Bidder to contact email address below for the detail scope of works)</p>

2) Quotations should be: **Exclusive of VAT and duties.**

3) Works are to commence: **03rd July 2023** Works are to be completed by: **31st November 2023**

4) Quotations must be valid for **90 days** from the Submission Date and Time given below.

5) The defects liability period offered shall be: **3 months from practical completion.**

6) Quotations and supporting documents as specified in Section B must be clearly marked with the RFQ Works Number given above and must indicate your acceptance of the terms and conditions.

7) Quotations must be received no later than the Submission Date and Time being: **04:30pm on Friday 30th June 2023**, by e-mail or hand delivered to the address specified below.

RFQ - 006/06/23/17P269C/Labour/SanmaProvince/Malo/Avunarani/WaterSupply/CONSTRUCTIONS

PROJECT UNIT,
Department of Water Resource-DoWR
Port-Vila

Soft copy of Quotation and RFQ document can also be sent to DoWR RFQ email address, waterdepartmentprocurement@gmail.com

Interested Bidders with any queries relating to the scope of works to the contract can contact Andrew via email: ataribiti@vanuatu.gov.vu or Harold on haroldnasawa@gmail.com

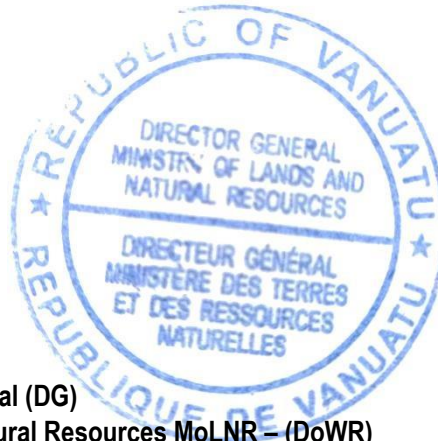
To request details for the scope of works, rates excel, word RFQ doc., "INTERESTED BIDDERS – MUST PROVIDE THEIR COMPANY NAME, AND CONTACT DETAILS FOR REGISTRATIONS" by emailing the above email address.



9) Section D details the works required to be performed. You are requested to quote by completing **Sections B, C and either D or E**. Quotations shall cover all costs of labour, equipment, overheads, profits and all associated costs for performing the works. The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted.

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 Employer is not bound to accept the lowest or any quotation.

Signed:



Name: **Mr. Erickson Sammy**

Title/Position: **Acting Director General (DG)**

Address: **Ministry of Lands and Natural Resources MoLNR – (DoWR)**



SECTION B: CONTRACTORS QUOTATION EMPLOYER'S

RFQ WORKS NUMBER: 006/06/23/17P269

RFQ WORKS NAME: Labour/SanmaProvince/Malo/Avunarani/WaterSupply/CONSTRUCTIONS

1) We agree to be bounded to by the General Conditions of Contract, Special Condition of Contract, Technical Specification and we hereby offer to performs 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:

Total Quotation Price in Figure and Currency	
Total Quotation Price and Currency in Words	

- This amount is exclusive of VAT and duties

3) Works will commence on: **03rd July 2023** Works are to be completed by: **31st November 2023**

4) The validity period of this Quotation is: **90 days** from the Submission Date. **Friday 30th June 2023**

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.**

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 projects.

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 projects.

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.

Tenderers Proposed Key Personal				
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.

Tenderer's Proposed Equipment's.									
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 items 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.

Tenders Hired or Leased Equipment's							
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.

1	Method of Work	Briefly explain the activities you will undertake to implement the works. Method of work shall be support by SECTION B1: Description of Works.
2	Source of Manpower	Briefly explain who will be doing the works. <ul style="list-style-type: none">• Only your company.• Will you be using subcontractor(s)?• Will you employ local community workers?
3	Quality Assurance	Briefly explains the measures and specification standards you will be using on this project.
4	Health, Safety, COVID19	Outline the health, safety and COVID19 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 – LABOUR ONLY CONTRACT** as defined by the GCC.

This contract includes the construction of the **Avunarani NEW Rain Water Harvest (RWH), Direct Gravity Fed system (DGF) and Indirect gravity Fed water system (IDGF)** in MALO. 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's and other equipment's to complete the works.

Site Visit - the tenderers are recommended to undertake a site visit to areas 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
Stage 1	Inspection of Materials/ Sea and Land Transportation.	<ul style="list-style-type: none"> • Cross check all materials on the design specification with materials supplied by hardware. • Ensure materials supplied with the right quantity and quality. • Assist with the packaging of materials and labelling. • Inspect materials when delivered to ship and ensure materials are loaded safely • Collect delivery docket from supplier. • Accompany materials from departure port to destination port. • Monitor unloading of materials, ensure all materials are unloaded safely. • Ensure materials are transported safely from destination port to project site. • Ensure materials are stored safely on the project site.
Stage 2	Mobilisation / Establishment	<ul style="list-style-type: none"> • Mobilise plant, equipment and tools to site. • Verify materials on site. • Establish working and admin areas. • Liaise with community to ensure coral, stones, and sands are brought to site. • Undertake project start-up meeting with Provincial Water Supervisor, Contract Manager, Supervisor and Workers. • Undertake site set out and clarify work requirements.
Stage 3	Demolition	<ul style="list-style-type: none"> • Liaise with Construction Carpenter, plumber and workers to identify demolition areas. • Demolish and remove demolition materials from site. <p>If demolished items can be used as fill, use as deemed necessary.</p>
Stage 4	Preliminary and General Activities	<ul style="list-style-type: none"> • Consult Community(ies) within the Work Section and site meetings with Local Community(ies) to promote community ownership/participation engagement/protection of water infrastructure (including fencing) • Mobilisation to Site • Provide Materials and Erect Project Announcement Board to Specification • Prepare and provide marked up drawings to represent as built condition of all the constructed water supply component works to as approved by the Engineer • Provisional sum for water system pressure test and inspection of system efficiency by Employer's staff • Provisional sum for disinfection of tanks and pipelines with suitable chemical solution as directed by the DoWR. • Development and implementation of Workplace Health and Safety Management Plan and Safeguarding Plan • Development and implementation of the Environmental Management Plan. DoWR to obtain environmental permits from Department of Environment. • Demobilisation from Site • Restore all sites to near or improved pre-existing conditions.



<p>Stage 5</p>	<p>Water Source Intake works</p>	<p>SETTING OUT</p> <ul style="list-style-type: none"> Confirmation surveyed intake point and set out alignments <p>SITE CLEARANCE</p> <ul style="list-style-type: none"> Clear Bush, Cut Trees and/or Remove Fallen Tree Trunks and Debris from site and Local Disposal <p>EARTH WORKS</p> <ul style="list-style-type: none"> Manual excavation (in-situ) as per drawings including disposal of surplus excavated materials. <p>SOURCE INTAKE CHAMBER WORKS</p> <ul style="list-style-type: none"> Installation and construction of source intake box and scour protection as per construction drawings, including temporary works, steel reinforcement, mixing, placing, compacting and curing all concrete. Installation of all pipes, fittings, valves, strainers for source intake box as per construction drawings. <p>TEMPORARY FLOW DIVERSION WORKS</p> <ul style="list-style-type: none"> Carry out temporary diversion of Water and construct flow controls to reroute water and restrict flows from entering the designated construction Site. <p>PUMPS</p> <ul style="list-style-type: none"> Contractor to investigate requirements to install solar powered pump to supply villages for System 3, source Wailapa Contractor to submit methodology including quote, pump & solar power model, pump and solar power arrangement to DoWR for review. Contractor to supply, install and commission solar powered pump and all system components. PROVISIONAL SUM TO BE RELEASED ON APPROVAL BY DOWR. <p>MISCELLANEOUS</p> <ul style="list-style-type: none"> Contractor to supply and construct inspection maintenance hole cover as per Drawings
<p>Stage 6</p>	<p>Storage and Break Tanks works</p>	<p>SETTING OUT</p> <ul style="list-style-type: none"> Set out location of all break pressure tanks Set out location of all storage tanks <p>SITE CLEARANCE</p> <ul style="list-style-type: none"> Clear Bush, Cut Trees and/or Remove Fallen Tree Trunks and Debris from site and Local Disposal <p>EARTH WORKS</p> <ul style="list-style-type: none"> Manual excavation (in-situ) as per drawings including disposal of surplus excavated materials. <p>BREAK PRESSURE TANKS</p> <p>Installation, construction of break pressure tanks in line with construction drawings.</p> <ul style="list-style-type: none"> Supply and installation of all pipes, fittings and valves connected to the break pressure tank in line with the construction drawings. <p>STORAGE TANKS</p> <ul style="list-style-type: none"> Installation, construction of storage tanks in line with construction drawings. Installation of all pipes, fittings and valves connected to the storage tank in line with the construction drawings.
<p>Stage 7</p>	<p>Transmission of pipeline works</p>	<p>SETTING OUT</p> <ul style="list-style-type: none"> Confirmation of survey points by transect walk and set out pipe alignment including standardized observations and measurements by marking out the chainage. <p>CLEARANCE WORKS</p> <ul style="list-style-type: none"> Clear Vegetation and trees within center alignment of pipe to a width of maximum 4m clearance for easy access and movements of pipes, including disposal of excess materials <p>TRENCHING & EARTH WORKS</p>



		<ul style="list-style-type: none"> • Excavation (in-situ) as per drawings to minimum 0.4m width and 0.8m depth including disposal of surplus excavated materials. Contractor to note construction methodology (qty provided is in situ volume). • Provide backfill and compaction as directed by Engineer, including disposal of surplus material (qty provided is in situ volume). <p>PIPE LAYING WORKS</p> <ul style="list-style-type: none"> • DoWR Supplies all HDPE transmission pipes including all couplings, valves and fittings. Contractor to install all pipeline as indicated on construction drawings. <p>WASHOUT VALVE WORKS</p> <ul style="list-style-type: none"> • DoWR procures all pipes, fittings and valves for washout valve arrangements. Contractor to install the washout pipes, valves and fittings in line with the construction drawings. • Constructs washout chamber as per construction drawings <p>AIR RELIEF VALVE WORKS</p> <ul style="list-style-type: none"> • DoWR procures all pipes, fittings and valves for air valve arrangements. Contractor to install the air pipes, valves and fittings in line with the construction drawings. • Constructs air valve chamber as per construction drawings. <p>CREEK AND GULLY CROSSINGS</p> <ul style="list-style-type: none"> • Install and construct creek or gully crossing of 200 m span in line with construction drawings. <p>MISCELLANEOUS</p> <ul style="list-style-type: none"> • Construction and installation of precast concrete marker posts for air valves and washout valves as per Drawing • Construction and installation of precast concrete marker posts along the transmission pipeline as per Drawing.
Stage 8.	Water Distribution Works	<p>SETTING OUT</p> <ul style="list-style-type: none"> • Confirmation of survey points by transect walk and set out pipe alignment including standardized observations and measurements by marking out the changes through the landscape and communities <p>CLEARANCE WORKS</p> <ul style="list-style-type: none"> • Clear Vegetation and trees within center alignment of pipe to a width of maximum 3m clearance for easy access and movements of pipes, including disposal of excess materials <p>TRENCHING & EARTH WORKS</p> <ul style="list-style-type: none"> • Excavation as per drawings to minimum 0.4m width and 0.6m depth including disposal of surplus excavated materials. Contractor to note construction methodology (qty provided is in situ volume) • Provide backfill and compaction as directed by Engineer, including disposal of surplus material (qty provided is in situ volume) <p>PIPE LAYING WORKS</p> <ul style="list-style-type: none"> • DoWR Supplies all HDPE distribution pipes from all sizes including all fittings. Contractor to install all pipeline as indicated on construction drawings. <p>WASHOUT VALVE WORKS</p> <ul style="list-style-type: none"> • DoWR procures all pipes, fittings and valves for washout valve arrangements. Contractor to install the washout pipes, valves and fittings in line with the construction drawings. • Contractor supplies and constructs washout chamber as per construction drawings <p>AIR RELIEF VALVE WORKS</p> <ul style="list-style-type: none"> • DoWR procures all pipes, fittings and valves for air valve arrangements. Contractor to install the air pipes, valves and fittings in line with the construction drawings. • Construct air valve chamber as per construction drawings <p>ROAD CROSSING</p> <ul style="list-style-type: none"> • Install and construct road crossing in line with construction drawings. <p>COMMUNAL TAP STANDS</p> <ul style="list-style-type: none"> • Construct communal water points/tap stands including soakaway pits as per Drawing • Provisional Sum for rehabilitation of existing Communal tap stands <p>MISCELLANEOUS</p> <ul style="list-style-type: none"> • Disconnection of existing pipe lines and connection to the new distribution line



		<ul style="list-style-type: none"> • Construction and installation of precast concrete marker posts for air valves and washout valves as per Drawing • Construction and installation of precast concrete marker posts along the distribution pipeline as per Drawing
Stage 9	Project / Contract Management	<ul style="list-style-type: none"> • Manage the project site and coordinate works with Construction Carpenter, Plumber and Workers. • Conduct site meetings with team where necessary. • Manage the works and compliance with project requirements. • Undertake project administration including submission of invoices, and evidence of completion of stages of work and keeping project records such as a site diary and maintenance of quality.
Stage 10	Work Health & Safety and Environmental Management	<ul style="list-style-type: none"> • Develop Site Safety Plan (SSP) and submit to Construction team within 14 days after signing contract for approval. • Establish site safety and environmental controls on site including waste management system. • Maintain a safe work environment on site, maintain site work health and safety controls including daily safety meetings/toolbox talks.
Stage 11	Insurances	<ul style="list-style-type: none"> • Establish and / or maintain insurances required for the works: <ul style="list-style-type: none"> - Public Liability. - Workers Compensation.
Stage 12	Works	Execute works per the drawings included in attachment 1.

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 **Provincial Water Supervisor, 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.

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. Measure 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
- **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 fist 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 C2: SCHEDULE OF REQUIREMENTS (Description of Works and proposed Construction Schedule):

Item / Stage	Description of work	Month 1				Month 2				Month 3				Month 4			
		W1	W2	W3	W4	W1	W 2	W3	W4	W1	W 2	W3	W4	W1	W 2	W3	W4
1	<ul style="list-style-type: none"> Preliminary and General Activities (Inspection of Materials/ Sea and Land Transportation, Mobilisation / Establishment, Demolition) 																
2	<ul style="list-style-type: none"> Water Source Intake works 																
3	<ul style="list-style-type: none"> Storage and Break Tanks works 																
4	<ul style="list-style-type: none"> Transmission of pipeline works 																
5	<ul style="list-style-type: none"> Water Distribution Works 																

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.

Stages	Work Activity	Payment to Contractor (%)
1	Preliminary and General Activities (Inspection of Materials/ Sea and Land Transportation, Mobilisation / Establishment, Demolition)	20
2	Water Source Intake works	20
3	Storage and Break Tanks works	20
4	Transmission of pipeline works	20
5	Water Distribution Works	20
Total Lump Sum		100%

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



SECTION D: SCHEDULE OF RATES AND PRICES:

(For Contracts where Payment is to be based on Quantities of Work actually performed at the unit rates quoted)

STAGE 1: PRELIMINARY AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
BILL A.1: PRELIMINARY AND GENERAL ITEMS					
A.1.1	Consult Community(ies) within the Work Section and site meetings with Local Community(ies) to promote community ownership/participation engagement/protection of water infrastructure (including fencing)	LS	1.00		-
A.1.2	Mobilisation to Site	LS	1.00		-
A.1.3	Provide Materials and Erect Project Announcement Board to Specification	LS	1.00		-
A.1.4	Prepare and provide marked up drawings to represent as built condition of all the constructed water supply component works to as approved by the Engineer	LS	1.00		-
A.1.5	Provisional sum for water system pressure test and inspection of system efficiency by Employer's staff	PS	1.00		-
A.1.6	Provisional sum for disinfection of tanks and pipelines with suitable chemical solution as directed by the DoWR.	PS	1.00		-
A.1.7	Development and implementation of Workplace Health and Safety Management Plan and Safeguarding Plan	LS	1.00		-
A.1.8	Development and implementation of the Environmental Management Plan. DoWR to obtain environmental permits from Department of Environment.	LS	1.00		-
A.1.9	Demobilisation from Site	LS	1.00		-
A.1.10	Restore all sites to near or improved pre-existing conditions	LS	1.00		-
SUBTOTAL BILL A.1: PRELIMINARY AND GENERAL ITEMS					-
TOTAL ORDERED WORKS ALL BILLS					-

STAGE 2: WATER SOURCE INTAKE WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
BILL A.2: SETTING OUT					
A.2.1	Confirmation surveyed intake point and Set out alignments	LS	1.00		-
SUBTOTAL BILL A.2: SETTING OUT					-
BILL B.2 SITE CLEARANCE					
B.2.1	Clear Bush, Cut Trees and/or Remove Fallen Tree Trunks and Debris from site and Local Disposal	Sq.m	147.00		-
SUBTOTAL BILL B.2 SITE CLEARANCE					-
BILL C.2 EARTH WORKS					



C.2.1	Manual excavation (in-situ) as per drawings including disposal of surplus excavated materials.	Cu.m	72.00		-
SUBTOTAL_ BILL C.2 EARTH WORKS					-
BILL D.2 SOURCE INTAKE CHAMBER WORKS					
D.2.1	Installation and construction of source intake box and scour protection as per construction drawings, including temporary works, steel reinforcement, mixing, placing, compacting and curing all concrete.	No.	3.00		-
D.2.2	Installation of all pipes, fittings, valves, strainers for source intake box as per construction drawings.	LS	1.00		-
SUBTOTAL_ BILL D.2 SOURCE INTAKE CHAMBER WORKS					-
BILL E.2 TEMPORARY FLOW DIVERSION WORKS					
E.2.1	Contractor carry out temporary diversion of Water and construct flow controls to reroute water and restrict flows from entering the designated construction Site.	LS	1.00		-
SUBTOTAL_ BILL E.2 TEMPORARY FLOW DIVERSION WORKS					-
BILL F.2 PUMPS					
F.2.1	Contractor to investigate requirements to install solar powered pump to supply villages for System 3, source Wailapa	LS	1.00		-
F.2.1	Contractor to submit methodology including quote, pump & solar power model, pump and solar power arrangement to DoWR for review.	LS	1.00		-
F.2.1	Contractor to install and commission solar powered pump and all system components. PROVISIONAL SUM TO BE RELEASED ON APPROVAL BY DOWR.	LS	1.00		-
SUBTOTAL_ BILL F.2 PUMPS					-
BILL G.2 MISCELLANEOUS					
F.2.1	Contractor to construct inspection maintenance hole cover as per Drawings	No.	3.00		-
SUBTOTAL_ BILL G.2 MISCELLANEOUS					-
TOTAL ORDERED WORKS ALL BILLS					-

STAGE 3: TANK WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
BILL A.4: SETTING OUT					
A.4.1	Set out location of all break pressure tanks	LS	1.00		-



A.4.2	Set out location of all storage tanks	LS	1.00		-
SUBTOTAL_ BILL A.4: SETTING OUT					-
BILL B.4 SITE CLEARANCE					
B.4.1	Clear Bush, Cut Trees and/or Remove Fallen Tree Trunks and Debris from site and Local Disposal	Sq.m	150.00		-
SUBTOTAL_ BILL B.4 SITE CLEARANCE					-
BILL C.4 EARTH WORKS					
C.4.1	Manual excavation (in-situ) as per drawings including disposal of surplus excavated materials.	Cu.m	27.00		-
SUBTOTAL_ BILL C.4 EARTH WORKS					-
BILL D.4 BREAK PRESSURE TANKS					
D.4.1	Installation, construction of break pressure tanks in line with construction drawings.	No.	2.00		-
D.4.2	Installation of all pipes, fittings and valves connected to the break pressure tank in line with the construction drawings.	LS	1.00		-
SUBTOTAL_ BILL D.4 BREAK PRESSURE TANKS					-
BILL E.4 STORAGE TANKS					
E.4.1	Installation, construction of storage tanks in line with construction drawings.	No.	4.00		-
E.4.2	Installation of all pipes, fittings and valves connected to the storage tank in line with the construction drawings.	LS	1.00		-
SUBTOTAL_ BILL E.4 STORAGE TANKS					-
TOTAL ORDERED WORKS ALL BILLS					-

STAGE 4: TRANSMISSION PIPE LINE WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
BILL A.5: SETTING OUT					
A.5.1	Confirmation of survey points by transect walk and set out pipe alignment including standardized observations and measurements by marking out the chainages	LS	1.00		-
SUBTOTAL_ BILL A.5: SETTING OUT					-
BILL B.5 CLEARANCE WORKS					
B.5.1	Clear Vegetation and trees within center alignment of pipe to a width of maximum 4m clearance for easy access and movements of pipes, including disposal of excess materials	Sq.m	16,800.00		-



SUBTOTAL BILL B.5 CLEARANCE WORKS									-
BILL C.5 TRENCHING & EARTH WORKS									
C.5.1	Excavation (in-situ) as per drawings to minimum 0.4m width and 0.8m depth including disposal of surplus excavated materials. Contractor to note construction methodology (qty provided is in situ volume).	Cu.m	1,344.00						-
C.5.2	Provide backfill and compaction as directed by Engineer, including disposal of surplus material (qty provided is in situ volume).	Cu.m	1,344.00						-
SUBTOTAL BILL C.5 TRENCHING & EARTH WORKS									-
BILL D.5 PIPE LAYING WORKS									
D.5.1	DoWR Supplies all HDPE transmission pipes including all couplings, valves and fittings. Contractor to install all pipeline as indicated on construction drawings.	Lm	4,200.00						-
SUBTOTAL BILL D.5 PIPE LAYING WORKS									-
BILL E.5 WASHOUT VALVE WORKS									
E.5.1	DoWR procures all pipes, fittings and valves for washout valve arrangements. Contractor to install the washout pipes, valves and fittings in line with the construction drawings.	No.	4.00						-
E.5.2	Constructs washout chamber as per construction drawings	No.	4.00						-
SUBTOTAL BILL E.5 WASHOUT VALVE WORKS									-
BILL F.5 AIR RELIEF VALVE WORKS									
F.5.1	DoWR procures all pipes, fittings and valves for air valve arrangements. Contractor to install the air pipes, valves and fittings in line with the construction drawings.	No.	3.00						-
F.5.2	Constructs air valve chamber as per construction drawings	No.	4.00						-
SUBTOTAL BILL F.5 AIR RELIEF VALVE WORKS									-
BILL G.5 CREEK AND GULLY CROSSINGS									
G.5.1	Install and construct creek or gully crossing of 200 m span in line with construction drawings.	No.	2.00						-
SUBTOTAL BILL G.5 CREEK AND GULLY CROSSINGS									-
BILL H.5 ROAD CROSSING									
H.5.1	Construct road crossing in line with construction drawings.	No.	2.00						-
SUBTOTAL BILL H.5 ROAD CROSSING									-
BILL I.5 MISCELLANEOUS									
I.5.1	Construction and installation of precast concrete marker posts for air valves and washout valves as per Drawing	No.	7.00						-
I.5.2	Construction and installation of precast concrete marker posts along the transmission pipeline as per Drawing	No.	10.00						-
SUBTOTAL BILL I.5 MISCELLANEOUS									-
TOTAL ORDERED WORKS ALL BILLS									-



STAGE 5: WATER DISTRIBUTION WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
BILL A.6: SETTING OUT					
A.6.1	Confirmation of survey points by transect walk and set out pipe alignment including standardized observations and measurements by marking out the chainages through the landscape and communities	LS	1.00		-
SUBTOTAL BILL A.6: SETTING OUT					
BILL B.6 CLEARANCE WORKS					
B.6.1	Clear Vegetation and trees within center alignment of pipe to a width of maximum 3m clearance for easy access and movements of pipes, including disposal of excess materials	Sq.m	18,600.00		-
SUBTOTAL BILL B.6 CLEARANCE WORKS					
BILL C.6 TRENCHING & EARTH WORKS					
C.6.1	Excavation as per drawings to minimum 0.4m width and 0.6m depth including disposal of surplus excavated materials. Contractor to note construction methodology (qty provided is in situ volume)	Cu.m	1,488.00		-
C.6.2	Provide backfill and compaction as directed by Engineer, including disposal of surplus material (qty provided is in situ volume)	Cu.m	1,488.00		-
SUBTOTAL BILL C.6 TRENCHING & EARTH WORKS					
BILL D.6 PIPE LAYING WORKS					
D.6.1	DoWR Supplies all HDPE distribution pipes from all sizes including all fittings. Contractor to install all pipeline as indicated on construction drawings.	Lm	6,200.00		-
SUBTOTAL BILL D.6 PIPE LAYING WORKS					
BILL E.6 WASHOUT VALVE WORKS					
E.6.1	DoWR procures all pipes, fittings and valves for washout valve arrangements. Contractor to install the washout pipes, valves and fittings in line with the construction drawings.	No.	2.00		-
E.6.2	Constructs washout chamber as per construction drawings	No.	2.00		-
SUBTOTAL BILL E.6 WASHOUT VALVE WORKS					
BILL F.6 AIR RELIEF VALVE WORKS					
F.6.1	DoWR procures all pipes, fittings and valves for air valve arrangements. Contractor to install the air pipes, valves and fittings in line with the construction drawings.	No.	2.00		-
F.6.2	Constructs air valve chamber as per construction drawings	No.	2.00		-
SUBTOTAL BILL F.6 AIR RELIEF VALVE WORKS					
BILL G.6 ROAD CROSSING					
G.6.1	Install and construct road crossing of in line with construction drawings.	No.	2.00		-



SUBTOTAL BILL G.6 ROAD CROSSING					-
BILL H.6 COMMUNAL TAP STANDS					
H.6.1	Construct communal water points/tapstands including soakaway pits as per Drawing	No.	50.00		-
H.6.2	Provisional Sum for rehabilitation of existing Communal tap stands	PS	1.00		-
SUBTOTAL BILL H.6 COMMUNAL TAP STANDS					-
BILL I.6 MISCELLANEOUS					
I.6.1	Disconnection of existing pipe lines and connection to the new distribution line	No.	3.00		-
I.6.2	Construction and installation of precast concrete marker posts for air valves and washout valves as per Drawing	No.	4.00		-
I.6.3	Construction and installation of precast concrete marker posts along the distribution pipeline as per Drawing	No.	8.00		-
SUBTOTAL BILL I.6 MISCELLANEOUS					-
TOTAL ORDERED WORKS ALL BILLS					-



SECTION E: ACTIVITY AND PRICE SCHEDULE:

(For Lump Sum Contracts)

Stages	Work Activity	Price (VT)
1	Preliminary and General Activities (Inspection of Materials/ Sea and Land Transportation, Mobilisation / Establishment, Demolition)	
2	Water Source Intake works	
3	Storage and Break Tanks works	
4	Transmission of pipeline works	
5	Water Distribution Works	
Total Lump Sum		

- Exclusive of VAT and duties

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL PROVISIONS

1. The Documents listed in the Contract represent the entire and integrated Contract between the Employer 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 Employer nor the Contractor shall assign, in whole or in part, their obligations under the Contract, except with the prior written consent of the other party.
4. In these Conditions of Contract, unless the context otherwise requires:
 - **Contractor** means the person or organization stated in the Contract Agreement whose Quotation to provide the Services has been accepted by the Employer;
 - **Contract** means the signed Contract Agreement, and the documentation specified therein, as entered into between Employer 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 Employer;
 - **Contract Cost** means the total sum stated in the Contract Agreement in both words and figures;
 - **Days** means calendar days,
 - **Force Majeure** means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, natural disasters (such as earthquakes, tsunamis, fires, floods etc.), epidemics, quarantine restrictions, and freight embargo;
 - **In writing** means communicated in written form (e.g. by letter, e-mail or fax);
 - **Months** mean calendar months;
 - **Employer** means the Government of Vanuatu Procuring Entity stated in the contract,
 - **Personnel** means professional and support staff, provided by the Contractor, or by Subcontractors assigned to perform the Services or any part thereof;
 - **Specification** means the Specification of the Physical Services included in the Contract Agreement and any modification or addition made or approved by the Contract Manager;
 - **Subcontractor** means any person or organization that provides physical services to the Contractor;
 - **Variation** is an instruction given by the Employer 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 EMPLOYER

5. General Obligations

- (1) The Employer 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 Employer shall pay to the Contractor sums due under the Contract.

OBLIGATIONS OF THE CONTRACTOR

6. Scope of Services

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

7. Subcontracting

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

8. Insurance

(1) The Contractor shall provide, in the joint names of the Employer and the Contractor, such insurances as are necessary to cover the liability of the Contractor, and subcontractor(s) where applicable, in respect of, but not limited to, (a) personal injuries or deaths and damage to real or personal property arising out of or in the course of the carrying out of the Physical Services; (b) all equipment, materials and goods intended for the Physical Services, delivered to, or placed where or adjacent to where the Physical Services will be carried out and during warehousing and transit in an amount not less than the full replacement cost of such equipment, materials and goods against all risks or physical loss or damage.

(2) Such insurances shall be in the type and amounts specified in the **SCC** and shall cover the period from the Commencement Date to the Completion Date of the Physical Services as stated in the Contract Agreement. The Contractor shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Employer.

ACCEPTANCE AND REJECTION

9. Performance of the Physical Services

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

10. Acceptance of the Physical Services

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

11. Rejection of the Physical Services

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



VARIATION ORDERS

12. Employer and Contractors Rights

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

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

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

TERMS OF PAYMENT

13. Contract Cost

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

14. Advance Payment

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

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

15. Interim Payments

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

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

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

16. Final Payment

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

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

17. Taxes and Duties

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



PERFORMANCE SECURITY

18. Requirement for Performance Security

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

LIQUIDATED DAMAGES

19. Provisions for Liquidated Damages

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

SAFETY HEALTH AND WELFARE

20. Requirements for Safety Health and Welfare

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

TERMINATION AND SUSPENSION

21. Termination for Default

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

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

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

22. Termination for Insolvency

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

23. Termination for Convenience

- (1) The Employer may, without cause, by written notice instruct the Contractor to terminate its engagement under the Contract. Upon such termination, the Contractor shall be paid for the Services performed up to the point of termination. The Contractor shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Employer of all outstanding subcontracts.

24. Termination by the Contractor



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

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

25. Suspension of Funding

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

DISPUTES AND SETTLEMENT

26. Negotiated Settlement

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

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

FORCE MAJEURE

27. No Breach of Contract

(1) The failure of a Party to 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.

28. Extension of Time

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

29. Payments

(1) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract.

INTEGRITY/ PROBITY

30. Competing for and Executing the Contract

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

- (a) Immediate termination of contract (refer Termination and Suspension above);
- (b) Liability for damages to the Government of Vanuatu and other competing bidders;



(c) Debarment (blacklisting) for five years from engaging in any further contract with the Government of Vanuatu; and

(d) Public Prosecution under the Penal Code Act.

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



SECTION G: SPECIAL CONDITION 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: McCarthy Aga Manager Projects and Operations Department of Water Resources (DoWR) Email: maga@vanuatu.gov.vu Power may be delegated to a third party.
4	Contractor	The contractor appointed for this contract is TBC .
8 (2)	Insurance	Public Liability. Workers compensation.
9 (1)	Performance of Physical Service	The Contractor shall complete the works within the time period of 4 months . <ul style="list-style-type: none"> • Works are to commence on 03rd July 2023. • Works are to be completed on 30th November 2023.
14 (1)	Advance Payment	The first 25% for stage (1) on Section C3: Schedule of payment , will be paid to the contractor after signing of this contract.
15 (1)	Interim Payments	As per Section C3: Schedule of payment .
16 (1 & 2)	Payment & Defects	Receipt of final invoice with evidence of completion of work (photos) and signed certificate of completion. 10% Retention – Defects
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 – Practical Completion (“Taking Over”) Certificate

FORM 3 – Performance Security (Bank Guarantee)

FORM 4 – Advance Payment Security (Bank Guarantee)

FORM 5 – Defects Liability Certificate



FORM 1 – CONTRACT AGREEMENT

Contract No.	
Description of the Contract:	

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

Whereas the Employer has accepted the Quotation of the Contractor [enter reference number and date] for the performance of such Works in the sum of: [Employer 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 Contractors Quotation, including the Schedule of Requirements and associated Construction Schedule, the Schedule of Rates and Prices or (in the case of a Lump Sum Contract Activity and Price Schedules) [Employer to enter as required]
- (e) Other documents [Employer to enter as required]

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

The Employer hereby agrees to pay the Contractor in consideration of the completed Works 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 Employer		For the Contractor	
Date		Date	
Signature		Signature	



FORM 2 – PRACTICAL COMPLETION (“TAKING OVER”) CERTIFICATE

Contract No.	
Contract Title/ Description:	
Contractor:	
Location of Work:	
Contract Start Date:	
Total Cost of Work:	

DESCRIPTION OF WORKS COVERED BY THIS CERTIFICATE

1.	

In accordance with the provisions set forth in the Contract Agreement and on the basis of the verification/inspection of completion of the works undertaken by the Employer’s Representative on [Enter date of inspection], we hereby certify that the Contractor has satisfactorily and fully completed the scope of works [Employer to enter, including variations, if any] as called for in the Contract Agreement, in accordance with the Schedule of Requirements and associated Construction Schedule, approved plans and technical specifications, and the Price Schedule (whether based on unit prices or lump sum). The defects liability period commences from the date of Practical Completion and shall remain in effect for [Employer to enter defects liability period] thereafter.

SCHEDULE OF DEFECTS AND/OR OUTSTANDING WORKS AT DATE OF ISSUE OF NOTICE

LOCATION	DESCRIPTION

This Certificate likewise provides approval for the release of 50% of the Retention due to the Contractor in accordance with the terms and conditions of the Contract.

Practical Completion Date:	Date of Issuance of this Certificate:
For and Behalf of: (Employer)	Confirming Acceptance for and on behalf of: [Contractor]
By: [Employer to enter name] [Enter signature]	By: [Contractor to enter name] [Enter signature]



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] 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 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] 2 and any demand for payment under it must be received by us at this office on or before that date. We agree to a onetime 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)]

Note: 1 Insert the amount representing 10% of the Contract Price and denominated in the currency of the Contract.

2 Enter the date thirty days after the expiry of the defects liability 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 of the Defects Liability Period), the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



FORM 4 - Advance Payment Security (Bank Guarantee)

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

To: Beneficiary: [Enter beneficiary]

Date: [Enter date]

ADVANCE PAYMENT GUARANTEE No.: [Enter Guarantee Number]

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

Furthermore, we understand that, according to the Terms and Conditions of the Contract, an advance payment in the sum of [enter name of currency and amount in figures and words] 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 works. 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 5 – DEFECTS LIABILITY CERTIFICATE

Contract No. [Employer to insert]

Description of Works	
Location of Works	
Name of Contractor	
Total Cost of Works	
Date Started	
Date Completion of Defects Liability Period	

In accordance with the provisions set forth in the Contract and on the basis of the verification of the completion of notified defects undertaken by the Construction Supervisor on [Insert Date of inspection], we hereby certify that the Contractor has satisfactorily and fully completed the Contract in its entirety and in accordance with the Schedule of Works and Quotation Schedule, approved plans and technical specifications, and any other contractual documents.

This Certificate likewise provides approval for the release of the Performance Security and remaining Retention Monies due to the Contractor in accordance with the terms and conditions of the Contract.

Issued [Enter date].

By:

[Employer to enter name]

[Employer to enter name of recipient
who will also sign to confirm
acceptance of the works]

Construction Supervision Engineer

[Enter signature]