



## REQUEST FOR QUOTATIONS (RFQ) WORKS

RFQ WORKS NUMBER: 003-09-23-23A369/ Construction/MALAMPA Province/Malekula/Vao/Water Supply/LABOUR

To: Potential Bidders

Date: 26<sup>th</sup> September 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.

N o.	Province	Island	Village/Community	Type of work	Description of work
1	MALAMPA	Malekula	Vao	Water Supply Project	<ol style="list-style-type: none"><li>1. Inspection of Materials</li><li>2. Mobilization</li><li>3. Bore Hole Development</li><li>4. Transmission Line Pipe Works</li><li>5. Storage Tank Works</li><li>6. Distribution Line Pipe Works</li><li>7. Tap Stand Installation Works</li><li>8. Demobilization</li><li>9. Reporting</li></ol> <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: 01<sup>st</sup> November 2023 Works are to be completed by: 30<sup>th</sup> March 2024

- 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 Monday 09<sup>th</sup> October 2023, by e-mail or hand delivered to the address specified below.

RFQ - 002-09-23-23A369/ Labour/MALAMPA Province/Malekula/Vao/Water Supply/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, [haroldnasawa@gmail.com](mailto:haroldnasawa@gmail.com)

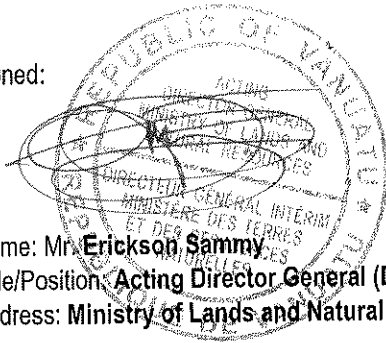
Interested Bidders with any queries relating to the scope of works to the contract can contact Harold Nasawa via email: [haroldnasawa@gmail.com](mailto:haroldnasawa@gmail.com) and copy [jwai@vanuatu.gov.vu](mailto:jwai@vanuatu.gov.vu)

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: 003-09-23-23A369**

**RFQ WORKS NAME: Labour/MALAMPA Province/Malekula/Vao/Water Supply/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:

<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: 01<sup>st</sup> November 2023 Works are to be completed by: 30<sup>th</sup> March 2024

4) The validity period of this Quotation is: 90 days from the Submission Date. Monday 09<sup>th</sup> October 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.

<b>Relevant Experience: Works of a Similar Size and Nature</b>										
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
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
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	<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>
2	<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>
3	<b>Quality Assurance</b>	Briefly explains the measures and specification standards you will be using on this project.
4	<b>Health, Safety, COVID19</b>	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:

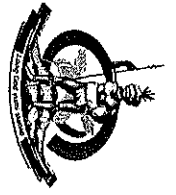
Name:

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 **Vao Indirect Gravity Fed Water System (IDGF)** in **Malekula**. 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"> <li>• Cross check all materials on the design specification with materials supplied by hardware.</li> <li>• Ensure materials supplied with the right quantity and quality.</li> <li>• Assist with the packaging of materials and labelling.</li> <li>• Inspect materials when delivered to ship and ensure materials are loaded safely</li> <li>• Collect delivery docket from supplier.</li> <li>• Accompany materials from departure port to destination port.</li> <li>• Monitor unloading of materials, ensure all materials are unloaded safely.</li> <li>• Ensure materials are transported safely from destination port to project site.</li> <li>• Ensure materials are stored safely on the project site.</li> </ul>
Stage 2	Mobilisation / Establishment	<ul style="list-style-type: none"> <li>• The contractor to carryout of inspection of materials at the supplied hardware prior packaging and delivery at the shipment port.</li> <li>• Establish suitably "fit for purpose" storage area(s) and construction site office. Any item that is recommended – required to be stored in certain conditions (Cement- PE Fittings) are to be housed in appropriate facilities on consultation with the community.</li> <li>• Complete a stock take of materials as they are unloaded off the ship and confirm with the Provincial Water Supervisor that all materials are accounted for.</li> <li>• Arrange for delivery of materials and equipment to the site store and complete stock take of materials.</li> <li>• Establish site accommodation and communications, including the ability to receive mobile phone and email communications during the duration of work hours, (within reason considering the reliance of third-party communication service suppliers)</li> <li>• Source supply of sand, stone/coral aggregate, concrete blocks, steel mesh and reinforcement, all construction consumables and all other local materials and transport to site. Screen and grade all aggregate and store in a temporary resource yard</li> </ul> <ol style="list-style-type: none"> <li>1. Movement of all personnel, equipment and materials to central work site</li> <li>2. Establish suitably "fit for purpose" storage area(s).</li> <li>3. Establish source Supply for sand, Coral and aggregates and all other local Materials and transport to site.</li> <li>4. Participate in Pre-start meeting at community. Employer to arrange meeting with provincial and community representatives and sign Access MOU to be facilitated by employer</li> <li>5. Transect works - verify and confirmed design of water system with employer</li> <li>6. Arrange all fittings and quantities and sizes per system components prior to material list and Delivery docket. Identify missing materials.</li> <li>7. Identify existing pipes and fittings that are re-usable and store safely at project site</li> </ol>
Stage 3	Works-Bore Hole Development	<ul style="list-style-type: none"> <li>• Develop Pump Test during the pre-start meeting. <ul style="list-style-type: none"> <li>➢ Develop Pump test for both bores for 72 hours maximum to understand the behaviour of the wells</li> </ul> </li> </ul>



		<ul style="list-style-type: none"> <li>• Arrange for all water source materials to be transported and safely stored close to the water source</li> <li>• Solar Pump Installation – Two solar pump installation as per installation manual provided by the supplier, including all concrete works and electrical works.             <ul style="list-style-type: none"> <li>➤ Solar Pump Selection - base on the pump test results</li> <li>➤ Solar Panel installations- base on the sun irradiance</li> <li>➤ Solar Pump Installation for both bores with proper fittings and Accessories</li> </ul> </li> <li>• Connect transmission pipeline (DN 50) from each solar pump to storage tank inlets. The boreholes should connect to two.             <ul style="list-style-type: none"> <li>➤ Install isolation gate valves at tank inlets</li> </ul> </li> </ul> <ol style="list-style-type: none"> <li>1. Water Quality test - collect samples and carryout test on site or DoWR Vila base office</li> <li>2. Test all transmission pipe line</li> </ol>
Stage 4	Transmission Line Pipe Works	<ul style="list-style-type: none"> <li>➤ Site clearance along pipeline.</li> <li>➤ Trench Excavation for pipes in soil formation with minimum 400mm depth and not exceeding 900mm depth</li> <li>➤ Backfilled with excavated material and proper compaction</li> <li>➤ PN 10, OD 50mm a PE pipe Laying and Jointing including fittings, Bends and all Accessories complete. Pipes and fittings to be provided by DoWR</li> <li>➤ Test all Transmission pipe work</li> </ul>
Stage 5	Storage Tank Works	<ul style="list-style-type: none"> <li>➤ Excavating ordinary soil, and soft rocks, starting at site strip level, maximum depth not exceeding 900mm</li> <li>➤ Backfilling and hard coring</li> <li>➤ M25 Concrete works, for footing and slab as per drawing</li> <li>➤ Reinforcement of 10mm Bar with cuttings, bends and tyre wire to mesh 6mm</li> <li>➤ Formwork to side beam</li> <li>➤ Install new Three 10KL Poly Tank to function as water Storage and Connect to HDPE DN50mm from the two bore holes as per Drawings (Associated by DN50)</li> <li>➤ Install 2" galvanized inlet and via fittings provided. All inlet is proposed new, existing tank outlet 20mm to use as tank washout. Ensure fittings are connected properly to avoid leakages.</li> <li>➤ Install and connect Poly Flange 50mm with both 2"GI Gate Valve plus 2" Nipple and connect to female adaptor 50mm x 2"(Associate tanks)</li> <li>➤ Install 1" float valve and overflow and test after completion.</li> <li>➤ Install and connect Poly Flange 75mm with both 3"GI Gate Valve plus 3" Nipple and connect to female adaptor 75mm x 3" Outlet pipe</li> <li>➤ Install PVC 80mm Overflow</li> <li>➤ Install Tank tied downs</li> </ul>
Stage 6	Distribution Line Pipe Works	<ol style="list-style-type: none"> <li>1. Site clearance along pipeline.</li> <li>2. Trench Excavation for pipes in soil formation with minimum 400mm depth and not exceeding 900mm depth</li> <li>3. Backfilled with excavated material and proper compaction</li> </ol>



		<ol style="list-style-type: none"> <li>4. PN 10, OD 75 mm a PE pipe Laying and Jointing including fittings, Bends and all Accessories complete. Pipes and fittings to be provided by DoWR</li> <li>5. PN 10, OD 63 mm a PE pipe Laying and Jointing including fittings, Bends and all Accessories complete. Pipes and fittings to be provided by DoWR</li> <li>6. PN 10, OD 50 mm a PE pipe Laying and Jointing including fittings, Bends and all Accessories complete. Pipes and fittings to be provided by DoWR</li> <li>7. PN 10, OD 40 mm a PE pipe Laying and Jointing including fittings, Bends and all Accessories complete. Pipes and fittings to be provided by DoWR</li> <li>8. PN 10, OD 32 mm a PE pipe Laying and Jointing including fittings, Bends and all Accessories complete. Pipes and fittings to be provided by DoWR</li> <li>9. PN 10, OD 25 mm a PE pipe Laying and Jointing including fittings, Bends and all Accessories complete. Pipes and fittings to be provided by DoWR</li> <li>10. Excavation of Gate valve chamber, creek crossing, concrete works and Installation of Gate valve, complete with all fittings necessary to make the installation</li> <li>11. Disinfection of distribution pipe work</li> <li>12. Test all Distribution pipe work</li> </ol>
Stage 7	Tap Stand Installation Works	<ol style="list-style-type: none"> <li>1. Excavate for foundation trenches with depth not exceeding 1m for tap stand and not exceeding 60cm for inspection chamber and disposed excavated materials off site.</li> <li>2. Excavate trench for soak pit with depth not exceeding 2m</li> <li>3. Backfill, compact and level underneath the foundation</li> <li>4. Provide 300m hard core underneath the base slab</li> <li>5. M25 Concrete works, for footing and slab as per drawing</li> <li>6. Reinforcement of mesh 6mm</li> <li>7. Formwork to side beam</li> <li>8. Installation of Tap stands complete with proper fittings to make installation as per drawing</li> <li>9. Soak-away works as per drawing</li> </ol>
Stage 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>
Stage 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. Final elevation and installed, repaired and modified system components. Final system Schematic (in electronic form compatible with QGIS) of all installed system components. Photographic evidence of all installed system components from each and every construction stages. Written confirmation of final project outputs</li> </ul>
Stage 10	Work Health & Safety and Environmental Management	<ul style="list-style-type: none"> <li>• Develop Site Safety Plan (SSP) and submit to Construction team 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>
Stage 11	Insurances	<ul style="list-style-type: none"> <li>• Establish and / or maintain insurances required for the works: <ul style="list-style-type: none"> <li>- Public Liability.</li> <li>- Workers Compensation.</li> </ul> </li> </ul>
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 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:

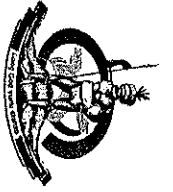
Title/Position:

Authorised for and on behalf of:

Contractor:

Address:





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

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	Transmission of pipeline works	20
4	Storage and Break Tank Works	20
5	Water Distribution Works	20
<b>Total Lump Sum</b>		<b>100%</b>

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)

ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
<b>BILL A.1: PRELIMINARY AND GENERAL ITEMS</b>					
A.1.1	Consult Community(ies) within the Work Section	LS	1.00	-	-
A.1.2	Site Meetings with Local Community(ies) to promote community ownership/ participation engagement and develop community development training program	PS	1.00	-	-
A.1.3	Mobilisation to Site	LS	1.00	-	-
A.1.4	Provide Materials and Erect Project Announcement Board to Specification	LS	1.00	-	-
A.1.5	Provide Engineers office of minimum 20 sq. m partitioned into two (2) rooms, furnished with two working desks, two swivel chairs, four guest chairs, one shelf, and all other furniture for the office including, ground telephone connected, water supply connected, toilet facilities provided, security watchmen, etc as described in the specification.	Months	6.00	-	-
A.1.6	Allow for Engineer's accommodation at least two bedrooms, sitting and dining room, kitchen with sufficient shelves and cupboards, cooker, mini refrigerator, toilet, bath room, ground telephone connection, including all necessary for the household as described in the specification	Months	6.00	-	-
A.1.7	Provision for soil tests and for concrete cubes testing as per Engineers recommendation	PS	1.00	-	-
A.1.8	Prepare and provide as built drawings of all the constructed water supply infrastructure to the scale as approved by the Engineer	LS	1.00	-	-
A.1.9	Provisional sum for water system pressure test and inspection of system efficiency by Employer's staff	PS	1.00	-	-
A.1.10	Supervision of the Works by the Contractor (Transport, Supervision, Site Administration) for Duration of the Works	LS	1.00	-	-
A.1.11	Implementation of Workplace Health and Safety Management Plan	LS	1.00	-	-
A.1.12	Implementation of the Environmental Management Plan	LS	1.00	-	-
A.1.13	Demobilisation from Site	LS	1.00	-	-
<b>SUBTOTAL BILL A.1: PRELIMINARY AND GENERAL ITEMS</b>					-
<b>TOTAL ORDERED WORKS ALL BILLS</b>					-



WATER SOURCE - BOREHOLE WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
<b>BILL A.1: Pump Test</b>					
A.1.1	Develop Pump test for both bores for 72 hours maximum to understand the behaviour of the wells	LS	1.00	-	-
A.1.2	Solar Pump Selection - base on the pump test results contractor to sent results to DoWR engineer to confirmed pump selection and carryout pump procurement	LS	1.00	-	-
A.1.3	Solar Pump Installation for both bores with proper fittings and Accessories	LS	1.00	-	-
A.1.4	Contractor to carryout Water Quality test - collect samples and carryout test on site or DoWR Vila base office	LS	1.00	-	-
<b>SUBTOTAL _BILL A.1: Pump Test</b>					
<b>BILL B.2 SOLAR PANEL WORKS</b>					
B.2.1	Contractor to installed solar panels base sun irradiance as per supply installation information including all reinforcement works & concrete works	LS	2.00	-	-
<b>SUBTOTAL _BILL B.2 SOLAR PANEL WORKS</b>					
<b>BILL C.3 PIPE WORKS</b>					
C.3.1	Supply and installation of all pipes, fittings, valves, strainers for source intake box as per construction drawings.	LS	2.00	-	-
<b>SUBTOTAL _BILL C.3 PIPE WORKS</b>					
<b>BILL D.4 SITE RESTORATION WORKS</b>					
D.4.1	Restore site condition to its original status to be verified by Site Engineer	LS	2.00	-	-
<b>SUBTOTAL _BILL D.4 SITE RESTORATION WORKS</b>					
<b>TOTAL ORDERED WORKS ALL BILLS</b>					



FERRO CEMENT TANK WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
<b>BILL A.1: SETTING OUT</b>					
A.1.1	Provide pegs and set out foundation alignments	No.	1.00	-	-
<b>SUBTOTAL BILL A.1: SETTING OUT</b>					-
<b>BILL B.2 CLEARANCE WORKS</b>					
B.2.1	Clearing and grubbing of site. Cart away debris from site and Local Disposal	sq.m	169.00	-	-
<b>SUBTOTAL BILL B.2 CLEARANCE WORKS</b>					-
<b>BILL C.3 EARTH WORKS</b>					
C.3.1	Dig foundation to reach impervious layer dependant on nature of site	Cu.m	64.00	-	-
C.3.2	Prepared surface and compacting to achieve the desired density, complete as as directed by Engineer and provide sand bedding	Cu.m	3.20	-	-
<b>SUBTOTAL BILL C.3 EARTH WORKS</b>					-
<b>BILL D.4 FERRO CEMENT TANK</b>					
D.4.0	Contractor supplies materials and construct 30,000L Ferro cement tank and all necessary works, pipes and fittings to complete as per Drawing	No.	1.00	-	-
<b>SUBTOTAL BILL D.4 FERRO CEMENT TANK</b>					-
<b>BILL E.5 TESTING &amp; FILLING UP WATER</b>					
E.5.1	Fill tank ¼ full with water (let stand for 7 days)	Days	7.00	-	-
E.5.2	Fill tank ½ full with water (let stand for 7 days)	Days	7.00	-	-
E.5.3	Fill tank ¾ full with water (let stand for 7 days)	Days	7.00	-	-
E.5.4	Totally fill tank and put into use	Days	3.00	-	-
<b>SUBTOTAL BILL E.5 TESTING &amp; FILLING UP WATER</b>					-
<b>TOTAL ORDERED WORKS ALL BILLS</b>					-



TRANSMISSION PIPE LINE WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
<b>BILL A.1: SETTING OUT</b>					
A.1.1	Confirmation of transmission survey line and set out pipe alignment including standardized observations and measurements by marking out the chainages through the landscape	Lm	100.00	-	-
<b>SUBTOTAL BILL A.1: SETTING OUT</b>					-
<b>BILL B.2 CLEARANCE &amp; GRUPPING</b>					
B.2.1	Clear Vegetation within center alignment of pipe to a width of maximum 4m clearance for easy access and movements of pipes	Sq.m	400.00	-	-
<b>SUBTOTAL BILL B.2 CLEARANCE &amp; GRUPPING</b>					-
<b>BILL C.3 TRENCHING WORKS</b>					
C.3.1	Manually trench pipe alignment and excavation of any soil type at ground level and excavate up to a minimum depth of 0.8m including disposal of surplus excavated materials.	Cu.m	26.00	-	-
C.3.3	Provide fine Sand bedding(Max. 2mm) and spread bedding thoroughly compacted depending on in situ soil type and condition with approval from site Engineer .	Cu.m	2.00	-	-
C.3.4	Provide Gravel bedding (8mm sized gravel particles) bedding material as primary backfill with approval from site Engineer	Cu.m	6.00	-	-
	Provide backfill layer material & Compact with approval by site Engineer	Cu.m	11.81	-	-
C.3.5	Provide fill cover material & Compact with approval by site Engineer	Cu.m	3.81	-	-
<b>SUBTOTAL BILL C.3 TRENCHING WORKS</b>					-
<b>BILL D.4 PIPE LAYING</b>					
D.4.1	DoWR Supplies all HDPE pipes including all fittings. Contractor to carryout pipe laying and Joining using Butt Fusion Welding Machine to complete	Lm	100.00	-	-
<b>SUBTOTAL BILL D.4 PIPE LAYING</b>					-
<b>TOTAL ORDERED WORKS ALL BILLS</b>					-



DISTRIBUTION PIPE LINE WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
<b>BILL A.1: SETTING OUT</b>					
A.1.1	Confirmation of transmission survey line and set out pipe alignment including standardized observations and measurements by marking out the chainages through the landscape	Lm	9,123.00	-	-
<b>SUBTOTAL BILL A.1: SETTING OUT</b>					-
<b>BILL B.2 CLEARANCE &amp; GRUPPING</b>					
B.2.1	Clear Vegetation within center alignment of pipe to a width of maximum 4m clearance for easy access and movements of pipes	Sq.m	36,429.00	-	-
<b>SUBTOTAL BILL B.2 CLEARANCE &amp; GRUPPING</b>					-
<b>BILL C.3 TRENCHING WORKS</b>					
C.3.1	Manually trench pipe alignment and excavation of any soil type at ground level and excavate up to a minimum depth of 0.8m including disposal of surplus excavated materials.	Cu.m	775.46	-	-
C.3.3	Provide fine Sand bedding(Max. 2mm) and spread bedding thoroughly compacted depending on in situ soil type and condition with approval from site Engineer .	Cu.m	91.23	-	-
C.3.4	Provide backfill layer material & Compact with approval by site Engineer	Cu.m	328.35	-	-
C.3.5	Provide fill cover material & Compact with approval by site Engineer	Cu.m	146.09	-	-
<b>SUBTOTAL BILL C.3 TRENCHING WORKS</b>					-
<b>BILL D.4 PIPE LAYING</b>					
D.4.1	DoWR Supplies all HDPE pipes including all fittings. Contractor to carryout pipe laying and Joining using Butt Fusion Welding Machine to complete	Lm	9,123.00	-	-
<b>SUBTOTAL BILL D.4 PIPE LAYING</b>					-
<b>TOTAL ORDERED WORKS ALL BILLS</b>					-



TAPSTAND WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
<b>BILL A.1: SETTING OUT</b>					
A.1.1	Confirm survey points and set out tapstand alignment including soakpit alignments	No.	52.00	-	-
<b>SUBTOTAL BILL A.1: SETTING OUT</b>					-
<b>BILL B.2 CLEARANCE &amp; GRUPPING</b>					
B.2.1	Clear Vegetation within location for easy access and movements for construction works	Sq.m	936.00	-	-
<b>SUBTOTAL BILL B.2 CLEARANCE &amp; GRUPPING</b>					-
<b>BILL C.3 TAPSTAND</b>					
C.3.1	Contractor supplies materials and construct communal water points/tapstands but not limited to, all necessary works, pipes and fittings to complete as per Drawing	No.	52.00	-	-
<b>SUBTOTAL BILL C.3 TAPSTAND</b>					-
<b>BILL D.4 STOPCOCK VALVE BOX</b>					
	Contractor supplies materials and construct stopcock valve box including installation of gate valve and all necessary works, pipes and fittings to complete as per Drawing	No.	1.00	-	-
<b>SUBTOTAL BILL D.4 STOPCOCK VALVE BOX</b>					-
<b>BILL E.5 SOAKPIT</b>					
C.3.3	Contractor supplies materials and construct soakawaypits, but not limited to, all necessary works, pipes and fittings and sanitary requirements to complete as per Drawing	No.	52.00	-	-
<b>SUBTOTAL BILL E.5 SOAKPIT</b>					-
<b>BILL D.4 PIPE CONNECTIONS</b>					
D.4.1	DoWR Supplies all HDPE pipes including all fittings. Contractor to connect distribution pipes	No.	104.00	-	-
<b>SUBTOTAL BILL D.4 PIPE CONNECTIONS</b>					-
<b>TOTAL ORDERED WORKS ALL BILLS</b>					-





AIR RELIEF VALVE WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
<b>BILL A.1: SETTING OUT</b>					
A.1.1	Confirm survey points and and set out alignments	No.	4.00	-	-
<b>SUBTOTAL_ BILL A.1: SETTING OUT</b>					
<b>BILL B.2 CLEARANCE &amp; GRUPPING</b>					
B.2.1	Clear Vegetation within location for easy access and movements for construction works	Sq.m	36.00	-	-
<b>SUBTOTAL_ BILL B.2 CLEARANCE &amp; GRUPPING</b>					
<b>BILL C.3 AIR VALVE WITH POST</b>					
C.3.1	Contractor supplies materials and construct Air valve with Post and all necessary works required to complete as per Drawing	No.	1.00	-	-
<b>SUBTOTAL_ BILL C.3 AIR VALVE WITH POST</b>					
<b>BILL D.4 AIR VALVE WITH CHAMBER</b>					
C.3.3	Contractor supplies materials and construct Air valve with Post and all necessary works required to complete as per Drawing	No.	4.00	-	-
<b>SUBTOTAL_ BILL C.3 AIR VALVE WITH POST</b>					
<b>BILL E.4 PIPE CONNECTIONS</b>					
D.4.1	DoWR Supplies all HDPE pipes including all fittings. Contractor to connect to Air Valve	No.	4.00	-	-
<b>SUBTOTAL_ BILL E.4 PIPE CONNECTIONS</b>					
<b>TOTAL ORDERED WORKS ALL BILLS</b>					



<b>WASHOUT VALVE WITH CHAMBER WORKS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITIES</b>	<b>RATE (VUV)</b>	<b>AMOUNT (VUV)</b>
<b>BILL A.1: SETTING OUT</b>					
A.1.1	Confirm survey points and and set out alignments	No.	4.00	-	-
<b>SUBTOTAL_ BILL A.1: SETTING OUT</b>					-
<b>BILL B.2 CLEARANCE &amp; GRUPPING</b>					
B.2.1	Clear Vegetation within location for easy access and movements for construction works	Sq.m	36.00	-	-
<b>SUBTOTAL_ BILL B.2 CLEARANCE &amp; GRUPPING</b>					-
<b>BILL C.3 WASHOUT VALVE WITH CHAMBER</b>					
C.3.1	Contractor supplies materials and construct washout with chamber and all necessary works required to complete as per Drawing	No.	4.00	-	-
<b>SUBTOTAL_ BILL C.3 WASHOUT VALVE WITH CHAMBER</b>					-
<b>BILL E.4 PIPE CONNECTIONS</b>					
D.4.1	DoWR Supplies all HDPE pipes including all fittings. Contractor to connect to Air Valve	No.	4.00	-	-
<b>SUBTOTAL_ BILL E.4 PIPE CONNECTIONS</b>					-
<b>TOTAL ORDERED WORKS ALL BILLS</b>					-



ROAD CROSSING WORKS					
ITEM	DESCRIPTION	UNIT	QUANTITIES	RATE (VUV)	AMOUNT (VUV)
<b>BILL A.1: SITE APPROVAL</b>					
A.1.1	Contractor request approval and certification for pipe road crossing works	No.	1.00	-	-
<b>SUBTOTAL BILL A.1: SITE APPROVAL</b>					-
<b>BILL B.2 ROAD CROSSING WORKS</b>					
B.2.1	Contractor supplies materials and construct road crossing and all necessary pipe works required to complete as per Drawing	Sq.m	48.00	-	-
<b>SUBTOTAL BILL B.2 ROAD CROSSING WORKS</b>					-
<b>BILL C.3 SITE RESTORATION WORKS</b>					
C.3.1	Restore site condition to its original status to be verified by Site Engineer	LS	4.00	-	-
<b>SUBTOTAL BILL C.3 SITE RESTORATION WORKS</b>					-
<b>BILL E.4 PIPE CONNECTIONS</b>					
D.4.1	DoWR Supplies all HDPE pipes including all fittings. Contractor to connect to Air Valve	No.	1.00	-	-
<b>SUBTOTAL BILL E.4 PIPE CONNECTIONS</b>					-

<b>TOTAL ORDERED WORKS ALL BILLS</b>					-
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**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 – Bore Hole Development	
3	Ferro-Cement Tank 30,000L	
4	Transmission pipeline works	
5	Distribution Pipe line Works	
6	Tapstand Works	
7	Air Valve Works	
8	Wash out Works	
<b>Total Lump Sum</b>		

- 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: <a href="mailto:maga@vanuatu.gov.vu">maga@vanuatu.gov.vu</a> Power may be delegated to a third party.
4	Contractor	The contractor appointed for this contract is <b>TBC</b> .
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 on <b>03<sup>rd</sup> July 2023</b>.</li> <li>• Works are to be completed on <b>30<sup>th</sup> November 2023</b>.</li> </ul>
14 (1)	Advance Payment	The first <b>25%</b> for stage (1) on <b>Section C3: Schedule of payment</b> , will be paid to the contractor after signing of this contract.
15 (1)	Interim Payments	As per <b>Section C3: Schedule of payment</b> .
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**

<b>Contract No.</b>	
<b>Description of the Contract:</b>	

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.

<b>For the Employer</b>		<b>For the Contractor</b>	
<b>Date</b>		<b>Date</b>	
<b>Signature</b>		<b>Signature</b>	



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

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

<b>DESCRIPTION OF WORKS COVERED BY THIS CERTIFICATE</b>	
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.

<b>SCHEDULE OF DEFECTS AND/OR OUTSTANDING WORKS AT DATE OF ISSUE OF NOTICE</b>	
<b>LOCATION</b>	<b>DESCRIPTION</b>

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.

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

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Construction Supervision Engineer

[Enter signature]

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

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