



SERVICE AGREEMENT

BETWEEN

SOLOMON ISLANDS NATIONAL UNIVERSITY

AND

BOLMAR BUILDING & PLUMBING SERVICES

This **SERVICE AGREEMENT ("SA")** is made at Honiara this 5 day of July 2022;

BETWEEN:

SOLOMON ISLANDS NATIONAL UNIVERSITY P.O. Box R113, Kukum Campus, Honiara
("**SINU**"),

AND:

BOLMAR BUILDING & PLUMBING SERVICES P.O.BOX 1832, Ranadi, Honiara ("**Bolmar**").

Both of whom are herein referred to as the "Parties".

Now the Parties agree as follows:

1: Service

1.1. The Solomon Islands National University (SINU) under this agreement, hires Bolmar as preferred supplier to Supply Septic Pumping Services for SINU and Bolmar agrees to supply the services to the University on terms and condition specified in this Agreement.

2: Duration

2.1. This agreement is valid for a period of one (1) year and will enter into effect on the date of signing by the Parties. The operation of this agreement may be extended by mutual consent for such period(s) that may be considered desirable by the parties, which period shall be set out in writing in letters of exchange signed by both Parties.

3. Bolmar-Obligation

3.1. Bolmar as a preferred supplier to perform the following responsibilities:

- a. Bolmar is responsible for septic pumping for all septic tanks and pit of the University specified in table 1 whenever required by the University Property Division.
- b. Bolmar to conduct schedule pumping of all septic tanks and pit at the Kitchens and Hostels whenever required by the University
- c. Bolmar to collect, transport and disposed solid wastes and effluent collected as a result of the work to Honiara City Council (HCC) approved site.
- d. Bolmar shall provide all labour, materials, equipment, and other facilities required to pump septic tanks and pits when the need arise. The work shall include pumping effluent and cleaning the pipes to dislodge any obstruction.
- e. Bolmar shall perform or carrying out work in standard safety PPE. This includes hand gloves, musk, gum boots, protective eye glasses and safety, etc..
- f. Bolmar shall be available 24/7 to provide septic pumping services to the University's three campuses.
- g. Bolmar shall provide a call number for the Property Division to call whenever a service is required and contractor to respond within 1 hour of notification.
- h. Bolmar shall co-operate with University's to ensure optimal services of University is delivered.

4. SINU-Obligation

4.1. SINU to perform the following responsibilities:

- a. Pay Bolmar the overall services perform.
- b. Give access to Ultimate Enterprise to enter into the University Campuses, to carry out its responsibility in 3.1.
- c. Sign off by authorized SINU staff on work completion certificates at completion of work.

5. Legal Obligation

- 5.1. Bolmar to provide legal documentation, including copies of business license and permits approved by the national government and Honiara City Council, prior to commence its operation with SINU.

5.2. Bolmar to comply with all statutory requirements.

6. Payment

6.1. SINU shall pay Bolmar at the rate stated in the Appendix of the Agreement.

6.2. Bolmar shall provide original invoices, include detail of work performed, dates and location of service (house number/details).

6.3. Bolmar shall provide the original invoice.

6.4. SINU shall not allowed any payment should Bolmar fail to provide the original invoices and a signoff from the University by authorized personal

7. Liability

7.1. Bolmar shall indemnify SINU of all costs and/or expenses accruing to SINU on account of negligence in providing the contracted service. The auditable sums for such costs/expenses shall be deducted from the sum due to Ultimate Enterprise on a monthly basis.

7.2. SINU shall not be responsible for any cost or expenses or liability on any party arising from the negligence of Bolmar personnel in any of its campuses in any matter unconnected with the provision of the contracted service.

8. Insurance.

8.1. Bolmar and its subsidiaries engagement with the Solomon Islands National University shall be insured by insurers of a recognized insurance company for any unforeseeable losses and risk at any circumstances.

8.2. Bolmar and its subsidiary shall not refused any insurance coverage sought or otherwise applied for or to reject non-renewal of such existing insurance coverage when such coverage expired.

9. Legal effect

9.1. The Parties acknowledge that this Service Agreement is legally enforceable.

10. Termination

10.1. Either Party may terminate this contract upon giving to the other party one (1) months' notice in writing of its intention to do so.

10.2. In the event of termination, both Parties agree to 'pro rata' basis on any payment due on for any service being performed within the duration.

11. Settlement of disputes

11.1. The Parties agree that any dispute arising out of this contract shall be settled amicably in good faith through consultation or negotiation between the Parties.

12. Confidentiality & Intellectual Property

12.1. The Parties shall not disclose or distribute any confidential information, documents, data received or supplied to the other in the course of the implementation of this agreement to any third party except as authorized in writing to do so by the requesting party. The Parties further agree to recognize each other's intellectual property rights in relation to the performance of the responsibilities of each party under this agreement.

13. Governing law

13.1. The construction, interpretation and enforcement of this Service Contract shall be governed by the laws of Solomon Islands.

14. Force Majeure

14.1. Neither Party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigency of one or more of the force majeure events such as, but not limited to, act of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within 1(one) month of such occurrence or cessation.

15 .Modification and Amendments.

15.1. This agreement may be varied and/or amended by the mutual agreement of the Parties and any such variation shall be set out in writing and signed by the Parties.



16. Designation of office

16.1. Each party shall designate an office and/or an officer which/who shall serve as liaison for implementing this agreement. Unless the other party is advised in writing, for SINU, this person is the Manager Property and for Bolmar, this person is the Clement Waihaho; the respective contacts of these shall be exchanged on signing the agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures:

SIGNED on behalf of


SINU by



Dr. Jack Maebuta
Vice Chancellor (Ag.)

Date: 5/7/22

Witnessed by:

Signed:


Wendy Afu

Name:

Title:

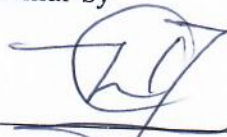
CPO

Date:

5/7/22

SIGNED on behalf of

Bolmar by




Clement Waihaho

Managing Director

Date: 08/07/2022

Witnessed by:

Signed:



Name: Clement Waihaho
Title: Accounts officer
Date: 08/07/22

APPENDIX: SERVICE CHARGE

ITEM	RATE (SBD)
Septic Pumping - Staff House	\$650.00 per load
Septic Pumping – Hostel	\$850.00 per load
Septic Pumping – Office	\$850.00 per load
Septic Pumping – Kitchen	\$850.00 per load
Scheduled pumping & cleaning of pipes –kitchen	\$850.00 per load
Scheduled pumping & cleaning of pipes –hostels	\$850.00 per load