



SERVICE AGREEMENT

BETWEEN

- 1. SOLOMON ISLANDS NATIONAL UNIVERSITY**
- 2. MINISTRY OF EDUCATION AND HUMAN RESOURCE DEVELOPMENT**
- 3. MINISTRY OF FINANCE AND TREASURY**

AND

SSS CONSTRUCTION LIMITED

FOR CONSTRUCTION OF FNMHS LAB & CLASSROOM COMPLEX AT KUKUM CAMPUS

CONTRACT NO.: SINU-UTB005/2022

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SERVICE AGREEMENT

This **SERVICE AGREEMENT [SA]** is made at Honiara this *6th* day of
..... *September* 2023.

BETWEEN:

1. **SOLOMON ISLANDS NATIONAL UNIVERSITY**, [hereinafter referred to as the "**Purchaser**"] of P.O.BOX R113, Honiara, Solomon Islands, Represented by the Vice Chancellor, **Prof. Transform TA Aqorau**.
2. **MINISTRY OF EDUCATION AND HUMAN RESOURCE DEVELOPMENT**, [hereinafter referred to as the "**MEHRD**"] of P.O.BOX G28, Honiara, Solomon Islands, Represented by the Permanent Secretary, **Dr Franco Rodie**.
3. **MINISTRY OF FINANCE AND TREASURER** [hereinafter referred to as the "**MOFT**"] of P.O.BOX G26, Honiara, Solomon Islands, Represented by the Permanent Secretary, **Mr. Mckinnie Dentana**.

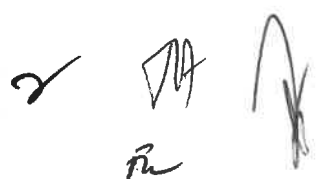
AND:

4. **SSS CONSTRUCTION LIMITED** [hereinafter referred to as the "**Contractor**"] whose registered office is located at LKK Building, Fox Street, point Cruz, Honiara, Solomon Islands, Represented by **Mr. Basanio Lee**.

Both are herein referred to as the "**Parties**"

Have agreed as follows:

5. Both Parties have agreed for the contractor to perform the works specified as **CONSTRUCTION OF FNMHS LAB & CLASSROOM COMPLEX AT KUKUM CAMPUS**.
6. The price of the execution of Works is confirmed in the Tender and Price Schedule as part of your Tender submitted on **23rd September 2022**.
7. The total Price shall be **Sixty-Seven Million Eight Hundred and Twelve Thousand One Hundred and Six Dollars and Twenty-Two Cents (SBD67, 812, 106.22)**. The agreed price for the execution of the Works is fixed for the duration of the Contract.
8. The works shall be completed within **18 months**.



9. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.

10. The Contractor's invoice(s) to the Purchaser for the completion of all progressive works shall be addressed to:

Prof. Transform Aqorau
Vice Chancellor, Solomon Islands National University
P.O.BOX R113, Kukum Campus, Honiara,

Attention: Director, Property Facilities, & Projects, P.O Box R113, Honiara,
Quoting the above-mentioned Contract number **SINU-UTB005/2022**

11. This Contract is subject to the provisions of the attached General Conditions of Contracts and Special Conditions of Contract for the Execution of Works.

12. This Contract is made up of the following documents, in order of precedence:

- a. This Contract Letter
- b. The General Conditions of Contract
- c. The Special Conditions of Contract
- d. Contractors Form of Tender
- e. Payment Schedule
- f. Performance and Securing Declaration
- g. The Specification and Performance Requirement
- h. Bill of Quantities
- i. Design Drawings.

The various documents making up this Contract shall be deemed to be mutually explanatory; in cases of a different interpretation, the documents shall prevail in the order in which they appear above.

This contract enters into force on the date on which it is signed by both Parties (And ends as soon as the Execution of the Works has been completed).

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

SIGNED for and on behalf of SINU
Vice Chancellor
Solomon Islands National University

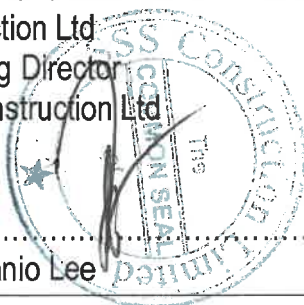


.....
Professor Transform Agorau

06/09/2023

.....
Date of signature

SIGNED for and on behalf of SSS
Construction Ltd
Managing Director
SSS Construction Ltd



.....
Mr. Basanio Lee

06/09/2023

.....
Date of signature

SIGNED for and on behalf of MERHD
Permanent Secretary
Ministry of Education and Human Resource
Développement



.....
Dr Franco Rodie

6/9/2023

.....
Date of signature

SIGNED for and on behalf of MOFT
Permanent Secretary
Ministry of Finance and Treasury



.....
Mr. Mckinnie Dentana

20/9/20

.....
Date of signature

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GENERAL CONDITIONS OF CONTRACT

Article 1: Definition

The Terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are defined as follows.

- 1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both Parties, forms part of the Contract.
- 1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.
- 1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
- 1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Purchaser's request on the Contractor's site prior to Delivery.
- 1.5 **PURCHASER:** the Solomon Islands National University (SINU).
- 1.6 **CONTRACTOR:** the Purchaser's counterparty.
- 1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **CONTRACT:** the written agreement between the Purchaser and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** the Purchaser or the Contractor, depending on the context.
- 1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
- 1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of his Contract
- 1.12 The **DIRECTOR PROPERTY & FACILITIES** is the person **named in the Special Conditions of Contract (SCC)** (or any other competent person appointed by the Purchaser and notified to the Contractor, to act in replacement of the Director Properties & Facilities) who is responsible for supervising the execution of the Works.

- 1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.

Article 2:
Application

- 2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 1.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

I. PERFORMANCE OF THE CONTRACT

Article 3:
Delivery

- 3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Purchaser in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Purchaser, and the Contractor shall bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.
- 3.2 The agreed delivery date(s) or period(s) are considered to be fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor shall be in default without notice of default being required.
- 3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) shall take place only after prior written consent has been obtained from the Purchaser and shall not alter the agreed payment date.
- 3.4 The Purchaser has the right to defer Delivery, unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Purchaser at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties shall hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Purchaser, except that the Contractor shall be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4:
Guarantee

4.1. The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Purchaser by issuing this contract, is free of defects and is suitable for the purpose for which the Works are intended. The Work does not comply with the Contract if the product does not have the characteristics the Purchaser might expect on the basis of the Contract.

4.2. if the Purchaser has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirement and customary industry regulation concerning quality, safety, health, and the environment.

4.3. The Purchaser may no longer refer to the facts that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60 days of discovering this fact. If the Contractor receives such a notification from the Purchaser, the Contractor shall rectify the defect or non-conformity within a period set by the Purchaser in accordance with the Provision in article 13.

4.4. The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Purchaser has not accepted explicitly and in writing. The Contractor indemnifies the Purchaser against all claims in this regard.

4.5. The Purchaser may demand that, as security for compliance with, inter alia, the Contractor defects liability period obligations under this contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Purchaser.

4.6. The Purchaser may demand that, as security for the completion of the Contract, and the contractor's performance obligation under this contract, a Performance Guarantee in a form of a Banker Guarantee through a bank accepted by the Purchaser.

4.7. The Contractor guarantees the delivery of spare-parts for the equipment delivered under the performance of this contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

Article 5:
Inspection

- 5.1. At the Purchaser's request, the Works may be regularly inspected by the Purchaser or a third Party designated by the Purchaser during the execution of the Contract. However, the Purchaser is not obliged to carry out such an Inspection.
- 5.2 If the Purchaser wishes to inspect the Works:
- a. the Contractor shall allow the Purchaser or a third party appointed by the Purchaser full access to the location where the Contractor is executing the Contract;
 - b. the Contractor shall, upon request and at no cost to the Purchaser, cooperate with the Inspection and facilitate the Purchaser or a third party appointed by the Purchaser at the location and reasonable assistance in terms of staff and materials;
 - c. the Inspection, if the Contractor so desires, shall take place in its presence or in the presence of an expert designated by the Contractor. The associated costs shall be borne by the Contractor.
- 5.3 If the Purchaser rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Purchaser, to rectify without delay, at its own expense and risk, the defects and notify the Purchaser when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Purchaser during the first or previous Inspection shall not lead to the agreed delivery period being extended.

II. RELATIONS BETWEEN THE PARTIES

Article 6:
Contacts

- 6.1 Each Party shall appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties shall notify each other in writing of the person they have appointed as their contact person.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7:
Method of notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing.
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 'In writing' is understood to include 'electronically', provided:
- a. the notification can be consulted by the addressee;
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8:
Confidentiality

- 8.1 The Contractor shall not disclose in any way any information that is provided by the Purchaser or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
- 8.2 The Contractor shall pass-on the duty of confidentiality referred to in this article to all staff or sub-contractors it engages in the performance of the Contract and shall ensure that this duty is observed.
- 8.3 The Contractor shall not issue press releases or make other public statements about the Contract except with the prior consent of the Purchaser
- 8.4 If the Contractor breaches its duty of confidentiality, the Purchaser may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

III. FINANCIAL PROVISIONS

Article 9:
Prices

- 9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

- 9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the manner in which such an adjustment should be made.

Article 10:

Invoicing and payment

- 10.1 The Contractor shall invoice the Purchaser for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor shall send the invoice to the address specified by the Purchaser, stating the date and number of the Contract and other details requested by the Purchaser.
- 10.2 The Contractor shall send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Purchaser.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Purchaser shall pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Purchaser has the right to offset invoice amounts owed against amounts that the Contractor owes the Purchaser.
- 12.4. The Purchaser shall withdraw retention payments of 5% from the Contractors milestone payments. The retention payment shall be released to the Contractor at the end of the retention period of 12 months from the Acceptance of the Works provided that there are no serious defects.
- 12.5. In case payment is subject to SIG tax law, all taxes applicable shall be deducted from the invoice before payment.

Article 11:

Advance

- 11.1. If it has been agreed that, for the purpose of performing the Contract, the Purchaser should make an Advance Payment prior to the start of the Works, the Contractor shall issue the Purchaser with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.
- 11.2. The maximum amount to be advanced shall be 20% of the contract works amount and the advance payment shall be recovered over the next two milestone payments.
- 11.3. The *Advance Payment Guarantee* shall be issued by a bank approved by the Purchaser, in accordance with the model attached to the Standard Bidding Documents.
- 11.4. The Purchaser may allow the Contractor to claim Milestone payments and allow an offset of the Advance Payment to the milestone payments.

IV. NON-PERFORMANCE AND DISSOLUTION

Article 12:

Penalty

- 12.1. If the Works have not been delivered within the time period, the Contractor shall owe the Purchaser an immediately payable penalty of 0.1% of the price of the Contract for every day in the event the failure persists. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor shall immediately be liable for the full penalty of 10% of the maximum price of the goods in question.
- 12.2 The penalty is payable to the Purchaser without prejudice to all its other rights or claims, including:
- a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);
 - b. its right to compensation.
- 12.3 The penalty shall be set off against the amounts owed by the Purchaser irrespective of whether the rights to such amounts have been assigned to a third party.

Article 13:

Non-performance

- 13.1. If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Purchaser may demand that the Contractor repair or correct the Works. The associated cost shall be borne by the Contractor.
- 13.2. If, after receiving a written demand from the Purchaser, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Purchaser has the right, without prior recourse to the Courts, to choose between:
- a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
 - b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 15 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.
- 13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the Purchaser may derive from non-performance.

Article 14:
Liability

- 14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.
- 14.2 The Contractor indemnifies the Purchaser against any third-party claims for damages resulting from a failure as referred to in article 13.1.

Article 15:
Force majeure

- 15.1 In the event of temporary force majeure, the Contractor shall immediately notify the Purchaser in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Purchaser then has the right to choose between:
- a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Purchaser has the right to dissolve the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor;
 - b. Dissolution of the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.
- 15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor shall immediately notify the Purchaser and the Purchaser has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.
- 15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by Contractors, failures in the Contractor's production process and liquidity or solvency problems on the part of the Contractor, or failures on the part of third parties engaged by the Contractor.

Article 16:
Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.

- 16.2 In the event of force majeure, the Purchaser has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Purchaser may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 20 occur, or if the Contractor undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Contractor shall repay the undue amounts already paid to it by the Purchaser. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17:

Retention of right to demand compliance

- 17.1 If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this shall not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

V. MISCELLANEOUS

Article 18:

Documentation

- 18.1 The Contractor shall provide the Purchaser with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
- 18.2 The Purchaser has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Purchaser against claims that third Parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19:

Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third Parties without the written consent of the other Party. The other Party shall not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Section 19.1 does not apply to the establishment of limited rights, such as the right of pledge.

Article 20:

Insurance

- 20.1 The Contractor has taken out and shall retain adequate insurance cover for business related liability, including 3rd Party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Purchaser's request, the Contractor shall immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in article 20.1, or a statement from the insurer to the effect that the insurance exists. The Contractor shall not terminate or alter the insurance contract without the Purchaser's prior written consent. The Contractor has no right to change the insured sum to the Purchaser's disadvantage without the Purchaser's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Purchaser in advance all rights to the payment of insurance proceeds as referred to in article 20.1, in so far as such proceeds relate to damage for which the Contractor is liable to the Purchaser under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Purchaser, without prejudice to the Purchaser's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Purchaser shall be deducted from the amount of compensation the Contractor is required to pay to the Purchaser in respect of the insured event.

Article 21:

Bribery and Conflicts of Interest

- 21.1 The Parties shall not offer to each other or to third Parties, or ask for, accept or obtain a promise of, from each other or third Parties, whether for themselves or for

any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

- 21.2 If it transpires that one of the Purchaser's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Purchaser was not informed of this prior to the signing of the Contract, the Purchaser may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22: Invalidity

22.1. If one or more provisions of these General Contract Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions shall retain their legal force.

22.2. The Parties shall consult on the former provisions in order to make alternative arrangements. The alternative arrangements must not undermine the purport of these General Conditions for the Execution of Works or the Contract.

Article 23: Follow-up order

23.1. The Contract does not entitle the Contractor to any follow-up orders.

Article 24: Long-term obligations

24.1. Provisions which by their nature are intended to persist after the Contract has been performed shall remain in force after the expiry of the Contract. They include the provisions on: confidentiality (article 8), non-performance (article 13), liability (article 14), penalty (article 12), documentation (article 18), assignment of insurance proceeds (article 20), and disputes and applicable law (article 25).

Article 25:

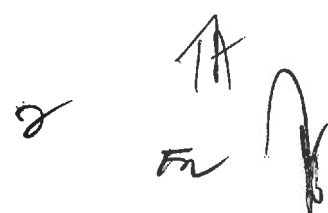
Disputes and applicable law

- 25.1 Any dispute between the Parties in relation to the Contract shall only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.
- 25.2. The Contract is governed by the law of the Solomon Islands.

Article 26:

Final provisions

- 26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product shall be nullified by the signature of the Contract.

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SECTION II: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract for the Execution of Works. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions for the Execution of Works (GCC). The corresponding Article numbers in the General Conditions of Contract are indicated below.

GCC Article	No.	Particulars
1. Definitions	1.5	<p>a. THE PURCHASER: Is referred to as the "Solomon Islands National University" of P.O.BOX R133, Kukum Campus, Honiara, Solomon Islands.</p> <p>b. THE CONTRACTOR: Is referred to as the "SSS Construction Limited" of LKK Building, Fox Street, Point Cruz, Honiara, SI.</p> <p>c. THE LOCATION SITE: Solomon Islands National University Faculty of Nursing Medicine and Health Science" of P.O.BOX R113, Kukum Campus, Honiara, Solomon Islands.</p>
	1.12	<ul style="list-style-type: none"> • THE DIRECTOR PROPERTY: Nixon Hudson Maekasia Director of Property and Facilities (Ag) Property & Facilities Department, Solomon Islands National University, P.O Box R113, Kukum Campus, Honiara, Solomon Islands.

		<ul style="list-style-type: none"> • THE ASSISTANT PROJECT MANAGER: Allan Alulu Property & Facilities Department Solomon Islands National University P.O.BOX R11, Kukum Campus, Honiara, Solomon Islands
	1.13	<ul style="list-style-type: none"> • THE CONTRACT ADMINISTRATOR: Wendy Afu Chief Procurement Officer, Solomon Islands National University, P.O.BOX R113, Kukum Campus, Honiara, Solomon Islands.
13. Delivery of the Works	3.1	The works shall be completed within 18 months from the Contract Commencement date. Note: <i>For the purpose of this Contract it is a six day working week. The Contract commences on the day that it has been signed and countersigned by all Parties to the Contract.</i>
4. Guarantee	4.5	The Defects Liability Period shall be 1 year , for quality of workmanship, from the date of acceptance of the Works.
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Purchaser, in lieu of a Performance Security.
5. Inspection	5.1	<p>Inspection and tests by the Purchaser or 3rd Party in the name of the Purchaser regarding the Execution of the Works and the quality levels applied to may be implemented as follows:</p> <p>The time limit for inspection and quality assurance may be undertaken at all times during the Execution of the Works. There is no need for the Purchaser or their representative to announce their inspection beforehand.</p>

6. Contacts	6.1	<p>THE PURCHASER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS;</p> <p>MR. NIX HUDSON</p> <p>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:</p> <p>MR. BASANIO LEE</p>
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Purchaser provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Purchaser to be necessary and the price quoted is reasonable.
10. Invoicing & Payment	10.1	<p>Payment for Works carried out under this contract shall be made in SBD, as follows.</p> <ul style="list-style-type: none"> i. Mobilization Payment of 20% of the contract sum payable after the project has mobilized. ii. All progress claim payments shall be made in full, less SIG taxes, only upon satisfactory completion of works in accordance with Purchaser's requirements and specifications as certified by project Manager. <p>Progressive payments are stated in the Payment Schedule as in the Contract.</p>
	10.6	<p>In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department:</p> <p>http://www.ird.gov.sb</p>
11. Advance Payment	11.1	20% of total contract sum.

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12. Penalty (Liquidated Damages)	12.1	Applicable rate for the Liquidated damages shall be 0.1% of total contract price for every day of delay in completing the work up to a maximum of 10% of total contract price. After 10% contract will be terminated.
14. Contractors Liability	14.1	Notwithstanding Article 13.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Purchaser and Contractor.
20. Insurances	20.1	<p>Contractor shall provide with their tender the following proof of insurance:</p> <p>j. Workmen's Compensation: As required by SI Law</p> <p>k. Third Party Liability: SBD 2,000,000</p> <p>l. Equipment for use in Project: Replacement Value</p>