

## Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### Part A – Contract Data

Ref. GCC	Subject	Data
1.1.2.2 & 1.3	Employer's name and address	EU-GIZ ACSE PROJECT MANAGEMENT UNIT MINISTRY OF ENVIRONMENT, CLIMATE CHANGE, DISASTER MANAGEMENT AND METEOROLOGY
1.1.2.4 & 1.3	Employer's Engineer name and address	LEMUEL LIOLEA EU-GIZ ACSE PROJECT MANAGEMENT UNIT MINISTRY OF ENVIRONMENT, CLIMATE CHANGE, DISASTER MANAGEMENT AND METEOROLOGY
1.1.3.3	Time for Completion	8 MONTHS. ESTIMATED START DATE: 1 <sup>ST</sup> DECEMBER 2018 INTENDED COMPLETION DATE: 1 <sup>ST</sup> JULY 2019
1.1.3.7	Defects Notification Period	2 years commissioning date.
1.4	Governing Law	SOLOMON ISLANDS
1.4	Ruling language	English
1.4	Language for communications	English
2.1	Time for access to the Site	Site Access available during Tender period, and after contract signature
3.1(B)(ii)	Engineer's Duties and Authority	Variations resulting in an increase of the Accepted Contract Amount in excess of 10% shall require approval of the Central Tender Board.
6.5	Normal working hours	In accordance with Solomon Islands' labor law.
8.7 & 14.15(b)	Delay damages for the Works	0.1% of the Contract Price per day for every day of delay of completion of the works.
8.7	Maximum amount of delay damages	10% of the Accepted Contract Price plus values of approved variation orders and additional works, if any.
13.5.(b)(ii)	Provisional Sums	Not applicable.
13.8	Adjustments for Changes in Cost	The Contract Price shall be fixed during Contract Execution.
14.1	The Contract Price	TBD

<p>14.4</p>	<p><b>Schedule of payments</b></p>	<p>The below payment schedule shall apply:</p> <ol style="list-style-type: none"> <li>1. 20% of contract value on signature</li> <li>2. 30% upon bill of lading</li> <li>3. 20% establishment of works on site (includes arrival of all goods, required tools and personnel to Selwyn College)</li> <li>4. 20% upon commissioning and agreed acceptance of commissioning report</li> <li>5. 10% upon completion of service and report of performance in December 2019</li> </ol>
<p>15.1</p>	<p><b>Corrupt and Fraudulent Practices</b></p>	<p>The following sentence shall apply:</p> <p>For the purposes of this Sub-Clause:</p> <p><b>SIG's Anticorruption Policy</b> requires that Contractors, Subcontractors, manufacturers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SIG:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ol style="list-style-type: none"> <li>(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</li> <li>(v) "integrity violation" means any act which violates SIG's Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice;</li> <li>(vi) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an SIG investigation; (b) making false statements to investigators in order to materially impede an SIG investigation; (c) failing to comply with requests to provide information, documents or records; or (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</li> </ol> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>(c) will sanction impose remedial actions on a firm or an individual, at any time, in accordance with SIG's anticorruption policy including declaring ineligible, either indefinitely or for a stated period of time, to</p>

		participate in any ministry or agency tender, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.
17.6	<b>Maximum total liability of the Contractor to the Employer</b>	<b>ONE-AND-HALF (1.5) TIMES THE ACCEPTED TOTAL CONTRACT PRICE.</b>
18.1	<b>Periods for submission of insurance:</b>  <b>a. evidence of insurance.</b> <b>b. relevant policies</b>	  15 days 15 days
18.2(d)	<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	<b>SBD 1,000,000</b>
18.3	<b>Minimum amount of third party insurance</b>	<b>SBD 5,000,000</b>
20.2	<b>Date by which the DB shall be appointed</b>	<b>NOT APPLICABLE.</b>
20.2	<b>The DB shall be comprised of</b>	<b>NOT APPLICABLE.</b>
20.2	<b>List of potential DB sole members</b>	<b>NOT APPLICABLE.</b>
20.3	<b>Appointment (if not agreed) to be made by</b>	<b>NOT APPLICABLE.</b>
20.6 (a)	<b>Arbitration</b>	<b>The laws of Solomon Islands shall apply for all arbitration matters</b>
20.6	<b>Place of Arbitration</b>	<b>SOLOMON ISLANDS</b>

## Part B – Specific Provisions

**- Note -**

Part B - Specific Provisions of the PCC are intended to address country, project, and contract specific requirements not covered by the GCC. Whoever drafts the Specific Provisions should be thoroughly familiar with the provisions of the GCC and with any specific requirements of the contract. Legal advice is recommended when amending provisions or drafting new ones.