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SIEA TRADING AS SOLOMON POWER

CONTRACT

RECRUITMENT OF CONSULTANTS

CONTRACT REF NO.SIEA-16-10-CW-EAST HONIARA-MASTER PLAN

EAST HONIARA (Green Village) - MASTER PLANNING



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LUMP SUM CONTRACT

This contract is entered into this **day of** **2016**, by and between

The **Solomon Islands Electricity Authority ‘trading as Solomon Power’** (hereinafter called “the client”) having its principal place of business at **Ranadi, Honiara**; and

..... (hereinafter called “ the consultant”) having its

principal office located

at

.....
.

Whereas, the client wishes to have the consultant perform the **Provision of Consultancy Services** for the **SIEA property at East Honiara (Land known as Lot 45 of 83/R) Master Planning**, services hereinafter referred to as “the Services”, and

Whereas, the consultant is willing to perform this services,

NOW THEREFORE THE PARTIES hereby agrees as follows:

1. Services

- I. The consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services”, which is made an integral part of this Contract (“the Services”).
- II. The Consultant shall provide the personnel listed in Annex B, “Consultants Personnel,” to perform the Services.
- III. The Consultant shall provide the Works Schedule in Annex C, “Gantt chart,” to allow the client to monitor progress
- IV. The Consultant shall submit to the Client the Reports in the form and within the time periods specified in Annex C, “Consultants Reporting Obligations.”

2. TERM

The Consultant shall perform the Services during the period

Commencing _____ 2017, to the _____ of _____, 2017,
or any other period as may be subsequently agreed by the parties in writing.



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3. PAYMENT

A. CEILING

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed One million Solomon Dollars (SBD\$1,000,000.00). This amount has been established based on the understanding that it includes all of the Consultants cost and profits as well as any tax obligation that may be imposed on the Consultant.

B. SCHEDULE OF PAYMENTS

The schedule of payments is specified below:

Percentage	Value (SBD)	Milestone
20%		Advance Payment Upon the client receipt of a copy of this Contract signed by the Consultant
80%		Master Plan Design Report – East Honiara Site Upon the Clients Acceptance of the East Honiara complete Master Plan Design Report, comprising of the total sub-reports in the correct format specified in A.3. Key Deliverables of the Scope of Services.
100%		TOTAL CONTRACT VALUE.

C. Payment Condition

Payment shall be made in Solomon Dollars, no later than 30 days following submission by the Consultant of invoices in duplicate to the Project Coordinator designated in Paragraph 4.

D. Tax Liability

Where payment is subject to SIG tax law, any applicable taxes will be deducted from Consultants invoice before payment. The latest information on the relevant withholding taxes and other payables are to be found on the website of the Inland Revenue Department:
[http\\www.ird.gov.sb](http://www.ird.gov.sb)



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4. Project Administration

A. Coordinator

The client designates, Mr. Esala Racava as Owner's Engineer; the Owner's Engineer will be responsible for the coordination of activities under this Contract, for Acceptance and Approval of the reports and of other deliverables by the client and for receiving and approving invoices for the payment.

B. Reports

The Design Report deliverables listed in Annex A shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. If the Consultant after written notice is still considered not performing in accordance with Clause 1 "Services", the client may terminate the Contract with written notice.

6. Confidentiality

The Consultants shall not, during this term of this Contract and within two years after its expiration, disclose any proprietary or confidentiality information relating to the Services, this Contract or the Client's business or operations without the prior written Consent of the Client.

7. Ownership of the material

Any study reports or other Materials, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.



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8. Consultant not to be engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage, including the liability of the Consultant.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Clients prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of The Solomon Islands and the language of the Contract shall be English.

12. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with the laws of the ***Solomon Islands***.

13. Project Duration

The project duration is 5 weeks and will encompass the following:

- i. Site Investigation (1 week)
- ii. Design (4 weeks)

Please note that it is a pre-requisite that the interested firm should have adequate experience and understanding of working in the Pacific (excluding Australia and New Zealand) doing similar works.



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For the Client

Signed by:

Witnessed by:

Title :

Title :

Date :

Date :

For the Consultant

Signed by:

Witnessed by:

Title :

Title :

Date :

Date :