**SOLOMON ISLANDS GOVERNMENT**

# STANDARD BIDDING DOCUMENTS FOR CLEAR AND GRUBBING WORKS FOR ROAD NETWORK AT SOUTH HONIARA SUBDIVISION

## Simplified Competitive Bidding Format

## PROCUREMENT OF WORKS

Honiara, Solomon Islands.

March 2013.

## Preface

Procurement under projects financed from the Public Funds of the Solomon Islands Government, is carried out in accordance with the procedures laid down in the Procurement and Contract Administration Manual and SIG Financial Instructions 2010.

This Simplified Standard Competitive Bidding Format for Procurement of Works has been prepared for use by Purchaser in the preparation of Tenders procured through Competitive Bidding procedures for tenders estimated to cost over SBD 200,000 and less than SBD 2,500,000. The procedures and practices they convey are in accordance with donors' procedures and have been developed through their international experience.

These Standard Bidding Documents are intended as model lump sum types of Contracts, which are the most common in simple Works contracting. Lump sum contracts are used in particular for Works which are well defined and are unlikely to change in quantity or specification and where encountering difficult or unforeseen site conditions are unlikely. Lump sum contracts should be used for Works that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design or performance variations are minimal. In lump sum contracts, the concept of priced "activity schedules" has been introduced, to enable payments to be made as "activities" are completed. Payments can also be made on the basis of percentage completion of each activity.

Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Works to be carried out. The following directions should be observed when using the documents: All the documents listed in the Table of Contents are normally required for the procurement of Works; however, they should be adapted as necessary to the circumstances of the particular Project.

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Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Works to be carried out. The following directions should be observed when using the documents: All the documents listed in the Table of Contents are normally required for the procurement of Works; however, they should be adapted as necessary to the circumstances of the particular Project.

The methods of advertising shall be determined by the AO of the purchaser and may include any combination of the following where appropriate and feasible;

- National print media of wide circulation in the Solomon Islands,
- In MoFT web site www.mof.sb/ReportsNew/ProcurementTenders.aspx
- On local radio station(s), posters,
- By distribution through Provincial Governments to provide equal opportunity for province based Contractors.
- an advertisement in a Procurement Bulletin and/or well-known technical magazines, for Large, specialised, or important contracts;

- a letter addressed to interested Tenderer who, following the publication of a request for expressions of interest, have expressed interest in the Tender for the goods for which the Invitation is issued; and
- in major national newspapers in the region.

The advertisement shall identify;

- The purchaser – *Ministry of Lands, Housing and Survey*
- Tender reference number MTB-*04/2026*
- CTB reference number;
- Name of project: ***Clearing and Grubbing Works for Road network within the South Honiara Subdivision***
- Brief description of works; *General Clearance works of Existing Road Alignment of 6 Road Sections at the South Honiara Subdivision*
- Location of works; *South Honiara_ Upper Tuvuruvu Ridge*
- Address for the collection of tender documents from the purchaser; *Lands Cashier Counter (Level 3 (101 Building)*
- Cost of tender documents, if any; *$150.00*
- Closing date and time for submission of bids*; Monday 16th November 2026 at 2pm*

Address for submission of bids.

***Permanent Secretary***
***Ministry of Lands, Housing and Survey,***
***P.O. Box 38,***
***Honiara, Solomon Islands***

**NEWSPAPER ADVERTISEMENT**
**Advertisement**

Solomon Islands Government

**Ministry of Lands, Housing and Survey**

Tender Reference Number: MTB-04/2026

Central Tender Board Reference

Name of Project: **Clearing and Grubbing Works for Road Network at South Honiara Subdivision**

The Ministry of Lands, Housing and Survey invites interested eligible Contractors to submit tenders for the Construction of Works for the Road network within the south Honiara Subdivision. Full details are provided in the attached Technical Specifications, Schedule of Activities and Drawings.

Bidding will be conducted through the Competitive Tendering procedure specified in the SIG Financial Instructions 2010 and the Procurement and Contract Administration Manual and is open to all eligible Tenderer. The contract will be awarded the lowest responsive evaluated tender.

Interested eligible Tenderer may obtain further information from Ministry of Lands, Housing and Survey*; Buddley Ronnie, email: BRonnie@mlhs.gov.sb, Phone: 7605769* and inspect the Bidding Documents at the address given below
*Lands office, Cashier counter*
*(Level 3, 101 Building) from 9:30am-4:30pm.*
A complete set of Tender documents in English may be obtained by interested Tenderer on the submission of a personal or written application to the address below

**Permanent Secretary**
**Ministry of Lands, Housing and Survey,**
**P.O. Box 38,**
**Honiara, Solomon Islands**
**Attn: *MTB 04/2026* -Clearing and Grubbing works for Road Network at South Honiara subdivision**
Tenders, comprising the documents identified in the Instruction to Tenderers (ITT), and following the requirements of the ITT, must be delivered to the address below *at* or before Monday ***16th November at 2pm***. Tenders shall be valid for a period of 21 days after the deadline of Tender submission. Late or incomplete Tenders will be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below;
*The Ministry Headquarter (Conference Room, Level 5, 101 Building)*
***Close of tender: 2:00pm Monday 16th November 2026***
***Opening of tender: 3:00pm Monday 16th November 2026***

*Ben Safomea (PC)/ Buddley Ronnie (DST).*
*Ministry of Lands, Housing and Survey.*
*P.O Box G38, Honiara.*
*+0677 21516*
*BSafomea@mlhs.gov.sb/ BRonnie@mlhs.gov.sb*

***A non-refundable fee of $150.00 shall be paid to the Ministry of Lands Cashier or the Ministry of Finance before the tender documents can be collected. Proof of payment may be required upon collection.***

**SOLOMON ISLANDS GOVERNMENT**

# MINISTRY OF LANDS, HOUSING AND SURVEY

**Procurement of Works – Clearing and Grubbing Works for Road Network at South Honiara Subdivision Project Site**

**Project Location**
South Honiara_ Upper Tuvuruvu Ridge

**Tender Reference Number: MTB- 04/2026**

**Central Tender Board Reference:**

**20th October 2026**

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## LETTER OF INVITATION

*Date:22nd October 2026*

To all Tenderers

Tender reference number: MTB-04/2026

CTB reference:

Project name: **Clearing and Grubbing Works for Road Network at South Honiara Subdivision Project Site**

The Ministry of Lands, Housing and Survey has budget funding for the following works "Clearing and Grubbing of 6 road sections at the South Honiara subdivision now invites interested eligible Contractors to submit tenders for the provision of these works. Full details are provided in the attached Technical Specifications and Bill of Quantities/Schedule of Activities.

The expected start date on site is 23rd November 2026
The expected completion date is 23rd December 2026

A Contractor will be selected under Solomon Islands Government Competitive Tendering procedures, specified in SIG Financial Instructions 2010 and the Procurement and Contract Administration Manual, and is open to all eligible Tenderer.

A complete set of Tender documents in English may be obtained by the interested Tenderer on the submission of a personal or written application to the address below *Lands office, Reception counter* (Level 3, 101 Building) from *9:30am-4:30pm*

Tenders must be delivered in sealed envelopes to the address below at or before 2pm, 12th November 2026. Tenders shall be valid for a period of 21 days after the deadline of Tender submission. Tenders will be opened promptly thereafter in public and in the presence of the Tenderers' representatives who choose to attend at the address below *at 2pm on the 16th November 2026.* Late or incomplete tenders shall not be accepted.

**Permanent Secretary**
**Ministry of Lands, Housing and Survey,**
**P.O. Box 38, Honiara**

**Attn: *MTB 04/2026* -Clearing and Grubbing works for South Honiara subdivision Road Network**

*The Ministry Headquarter (Conference Room, Level 5, Honiara 101 Building)*
***Close of tender: 2:00pm Monday 16th November 2026***
***Opening of tender: 3:00pm Monday 16th November 2026***

***A non-refundable fee of $150.00 shall be paid to the Ministry of Lands Cashier or the Ministry of Finance before the tender documents can be collected. Proof of payment may be required upon collection.***

# Section I - Letter of Invitation

# INSTRUCTIONS TO TENDERERS

## 1. GENERAL

### *1.1. Scope*

The Invitation to Tender (ITT) document is for the **Clearing and Grubbing works for South Honiara subdivision Road Network**
Tenderer must comply fully with the requirements set out in this document. All tenders are to be completed and returned to the Purchaser in accordance with these Instructions.

### *1.2. Source of Funds*

Funding for this tender will be made available from the Solomon Islands Budget.

### *1.3. Eligibility*

Participation in this tender process is open to all interested and eligible Contractors.

### *1.4. Restrictions to Eligibility*

Organisations or individuals who are prohibited from participation by any act taken in compliance with a decision of the UN Security Council, or those blacklisted by a "watchdog" committee of the Solomon Islands Government, or any international development agency will not be considered.

### *1.5. Conflict of Interest*

A conflict of Interest arises from any event influencing the capacity of a Tenderer from performing in an objective and impartial professional manner, or preventing him, at any moment, from giving priority to the interests of the Purchaser.
A Conflict of Interest also arise from any consideration relating to possible contracts in the future or conflict with other commitments, past, present, of a Tenderer, or any conflict with his own interests. These restrictions also apply to sub-Contractors and employees of the Contractor.
There is a conflict of interest if compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

### *1.6 Ethics*

It is a requirement that both the Purchaser and prospective Tenderers observe the highest standards of ethics during the procurement and execution of contracts.

In pursuance of this policy, the Purchaser requires that all Tenderers concerned take measures to ensure that no transfer of gifts, payments or other benefits to public officials and/or procurement/ management staff with decision making responsibility or influence, occur.

The Purchaser reserves the right to suspend or cancel a tender if corrupt or fraudulent practices of any kind are discovered at any stage of the award process. For the purpose of this provision, the terms set forth below shall have the following meaning:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any officer involved in the procurement of goods and/or services, or the threatening of injury to a person, property or reputation in connection with the procurement process or in contract execution, in order to obtain or retain business or other improper advantage in the conduct of business; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the SIG, and includes collusive practices among Contractors (prior

to or after submission of tenders) designed to establish prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Purchaser during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties (e.g. suspension from future tender procedures).

The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Purchaser may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

Any Tenderer who attempts to influence the outcome of the selection process by discrediting competing applications, or by threatening any member sitting on the selection panel, the Purchaser or any of its staff, or transfers gifts, payments or other benefits to the Purchaser, any staff member, or any member sitting on the evaluation panel, will be automatically disqualified from consideration.

### *1.7 Cost of Bidding*

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Purchaser shall not be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

### *1.8 Officer Responsible*

The designated Project Manager responsible for managing the tender process in the Ministry of Lands, Housing and Survey and from whom further information can be obtained, or instructions issued are:

*Name: Ben Safomea*
*Title: Project Coordinator (South Honiara Urban Development Project)*
*P.O Box G38_Honiara*
*e-mail: BSafomea@mlhs.gov.sb*
*telephone number:7312593*
*etc.*

## 1. TENDER DOCUMENTS

### *2.1 Tender Form*

The Tenderer shall complete the Tender Form and the appropriate schedules, including the Bill of Quantities, and forms furnished in the Tender Documents, including a complete description of the works to be undertaken.

### *2.2 Tender Documents*

The Tender Documentation shows the details of the various elements of the Works and the positions and extent of the installation of the Works. In addition to the Invitation for Tenders, the Tender Documents include:

a. Instruction to Tenderer (ITT);
b. Contract Form;
c. General Conditions of Contract (GCC);
d. Special Conditions of Contract (SCC);
e. Technical Specifications;
f. Drawings
g. Bill of Quantities/Schedule of Activities;
h. Tender Form and Price Schedules;
i. Bank Guarantee for Advance Payment Form;
j. Post qualification information

From time to time, revised or additional drawings, and instructions may be issued to the Tenderers. Should the Tenderer find any discrepancy, inconsistency, error or omission between Plans, Details and Specification or between one part of the Plans, Details and the Specification and another part, then the Tenderer is so obliged to advise the Purchaser and request clarification in accordance with ITT Clause 2.4.

### *2.3 Qualifications of Tender*

Tenderer must submit a responsive tender by the due date and time. Non-responsive tenders will be rejected. Post qualification information is indicated in the attached requirements.

### *2.4 Request for Clarification* *The minimum requirement in SIG Procurement Manual is 7 days and 3 days the deadlines in this clause must reflect the value and complexity of the requirements – determine as appropriate for each tender*

Any request for clarification must be received by the Purchaser in writing, at least **10 days** before the deadline for submission of tenders. The Purchaser will respond to Tenderes' questions at least **7 days** before the deadline for submission of tenders. If the Purchaser, either on its own initiative or in response to a request from a Tenderer, provides additional information on the tender document, such information will be sent in writing to all Tenderers who have obtained the Invitation to Tender.

### *2.5 Amendment of Tender Documents*

At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tender Documents by amendment. All prospective Tenderers will be notified of the amendment in writing, and it will be binding on them. The Purchaser may, at their discretion, extend the deadline to allow Tenderer reasonable time to take the amendment into account.

All such responses issued in writing to all Tenderers will form a specification addendum, which shall then become part of the Specification.

### *2.6 Confidentiality*

All documents issued for this tender are strictly confidential and information contained therein may not be divulged or copied without permission of the Purchaser.

## 3. PREPARATION of TENDERS

### *3.1 Nature of Tender*

The tender is to be a LUMP SUM FIXED PRICE which shall include for all site measurement, shop drawings, fabrication, transportation, erection, all finishes, completion in all respects and tidy-up. The supply of all material, plant, equipment, labour and supervision including all incidental items not specifically shown on the Drawings or included in the Combined Specification and Bill of Quantities/Schedule of Activities but necessarily required for the satisfactory execution of the work, and all establishment costs.

### *3.2 Substitutions*

When item names or type and/or models of materials or equipment and their equivalents are indicated in the Combined Specification, Bill of Quantities/Schedule of Activities and detailed prices per item, or on the drawings, Tenderer shall allow for such quality of items by the most superior specification.

Should the successful Contractor prior to construction wish to offer any substitutes in goods, materials, workmanship or method he shall seek approval from the Project Manager in writing for any such substitution, giving technical information certifying that the particular item is of equal or better quality and effectiveness than that specified, and the saving of cost to the principal. In the absence of the Project Manager's written approval, no substitute will be accepted. The Project Manager in conjunction with the Purchaser shall have the sole right of final determination on the use of the

substitution.

### *3.3 Intent of Documents*

In submitting a tender, the Tenderer acknowledges the Drawings and Specification are appropriate and adequate for the construction and completion of Works. The Tenderer shall include all work, materials and finishes incidental to the Works specified in order to complete the Works to the true intent of the Drawings notwithstanding the fact that such incidental items or necessary finishes may not specifically be included in the Schedules or Drawings.

Should there be any discrepancy between Plans, Details and Specification or between one point of the Plans, Details and Specification and another part, the Contract will include the greater numbers of articles and larger amount and superior quality of labour and/or materials specified or shown.

The omission of a price or rate for any item will in no way release the Tenderer from the obligations stated and in such case allowance for compliance with the requirements shall be deemed to be included in the relevant sections of the Lump Sum Tender.

### *3.4 Preliminary Programme*

The Tenderer shall submit with his tender a preliminary programme in a bar chart or Gantt chart form, which clearly indicates the intended approach to the Works within the duration for Practical Completion.

It will be expected that the programme required by the Contract shall not deviate substantially from this programme. The preliminary programme shall be based upon 5½ days per working week.

### *3.5 Bill of Quantities/Schedule of Activities*

The Tenderer shall complete the attached, itemised "Bill of Quantities/Schedule of Activities" will follow this issue of tender documents and forms a part of the Tender Submission.

### *3.6 Equipment Schedule*

The Tenderer shall provide an itemised Schedule with the tender for the various items of equipment to be used on the project, indicating whether it is owned or to be hired.

### *3.7 Examination of Site*

The Tenderer shall be deemed to have examined the site and surroundings and satisfied himself as to the limits of size accessibility, existing services, etc. and to any associated preliminary work required and to the nature and extent of the Works to be carried out under this Contract.

### *3.8 Work Generally*

The nature and spirit of the documentation is that the Tenderer shall execute the Works specified therein and shown on the Drawings and that on completion the Works shall be fully completed in every detail and suitable for the purpose intended and designed.

The Tenderer shall provide and shall be deemed to have allowed in his tender for everything necessary for the proper execution of the Works whether shown on the Drawings provided the same may be reasonable inferred there from or is necessary for proper completion of the Works.

### *3.9 Tenderer's Competence and Finance*

The Tenderer may be called upon to submit further evidence in regard to their competence and financial ability to satisfactorily complete the Works within the specified completion time.

### *3.10 Construction Personnel*

The Tenderer shall submit to the Project Manager, the Tenderer's proposed Senior Personnel and Subcontractor(s) if included in the tender for the Project together with full curriculum vitae for approval by the Project Manager, which approval shall not be unreasonably withheld.

The Tenderer shall provide where requested, full details for the actual cost of his on-site representatives to the project and of any other project staff working in other than a manual capacity on the site of the Works as priced herein and the basis of computation of such costs, duration of time employed on site, and state as a cost per week or such other period, in the space provided herein. These shall be provided within 7 days of such request by the Project Manager.

If the Tenderer wishes to change or amend construction personnel the Tenderer shall seek approval for the change or amendment from the Project Manager in writing, approval for which shall not be withheld unreasonably.

### *3.11 Currency of Tender*

All national tenders must be presented in **Solomon Island Dollars.** or for International Tenderers, in a freely convertible currency. Tenders in a freely convertible currency will be converted to Solomon Island Dollars at the selling rate of the Central Bank of Solomon Islands prevailing on the tender closing date, for purposes of the evaluation. Payment will be in the currency of the Tenderer's offer and may not be changed after submission of tender.

### *3.12 Tender Validity*

Tenderer shall be bound by their tenders for a period of **21 days** from the deadline for the submission of tenders. In exceptional cases and prior to the expiry of the original tender validity period, the Purchaser may ask Tenderer in writing to extend this period. Tenderer that agrees to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated. The successful Tenderer will be bound by his tender for a further period of **30 days** following receipt of the notification that he has been selected.

### *3.13 Format and Signature of Tender*

The Tenderer shall prepare one original (marked **"ORIGINAL"**) and the one copy (marked **"COPY"**) of its tender. The original and copy of the tender shall be typed or written in indelible ink and signed by an authorised signatory on behalf of the Tenderer. Any alterations or erasures shall only be valid if initialled by the person signing the tender. For ease of evaluation, the Tenderer may also submit a soft copy on CD in MS Word, MS Excel, or in PDF format and included with the marked **Copy**. In case of a difference between hard and soft versions, the **Original** hard copy shall be applicable.

### *3.14 Tender Pricing*

Tenderer will be deemed to have satisfied themselves, before submitting their tender, as to its correctness and completeness and to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in the rates and prices.

## 4. SUBMISSION AND OPENING OF TENDERS

### *4.1 Submission, Sealing and Marking of Tenders*

Tenderer may submit their tenders by mail, by courier or by hand. The Tenderer shall seal the original and all copies of the Tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."

The inner and outer envelopes shall be addressed to the **Permanent Secretary, Ministry of Lands, Housing and Survey, P.O Box G38, Honiara** at the following; *Cashier Counter @ Ministry of Lands, Housing and Survey, Level 3 (101 Building);* bear the name and identification number of the Contract; and provide a warning not to open before the specified time and date for Tender opening as defined in Clause 4.2 below.

In addition to the identification required above, the outer envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late, pursuant to Clause 4.3 below.

If the outer envelope is not sealed and marked as above, the Ministry of Lands, Housing and Survey shall assume no responsibility for the misplacement or premature opening of the Tender.

### *4.2 Deadline for Submission of Tenders*

Tenders shall be delivered to the **Permanent Secretary, Ministry of Lands, Housing and Survey, P.O Box G38, Honiara** at the address specified above no later than the **Monday 16th November 2026 at 2pm**.

The Ministry of Lands, Housing and Survey may extend the deadline for submission of tenders by issuing an amendment in accordance with ITT Clause 2.5, in which case all rights and obligations of the Ministry of Lands, Housing and Survey and the tenderer previously subject to the original deadline shall then be subject to the new deadline.

### *4.3 Late Tenders*

Any Tender received by the Ministry of Lands, Housing and Survey after the deadline prescribed in Clause 4.2 shall be returned unopened to the Tenderer.

### *4.4 Withdrawal, Substitution and Modification of Tenders*

Tenderer may withdraw, substitute or modify their Tenders by giving notice in writing before the deadline prescribed in Clause 4.2 above.

Each Tenderer's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 3 and 4, with the outer and inner envelopes additionally marked or "WITHDRAWAL," SUBSTITUTION," OR "MODIFICATION" as appropriate. No Tender may be substituted or modified after the deadline for submission of Tenders.

Tenderer may only offer discounts to, or otherwise modify the prices of their tenders, by submitting Tender modifications in accordance with this clause or included in the initial Tender

## 5. EVALUATION AND AWARD OF CONTRACT

### *5.1 Acceptance of Tenders*

Without liability, the Purchaser shall not be bound to accept the lowest or any other tender.

### *5.2 Evaluation and Comparison of Tenders*

The Evaluation Committee of the Purchaser shall evaluate and compare only the tenders determined to be substantially responsive in accordance with the ITT.

In evaluating the tenders, the Evaluation Committee shall determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

(a) making any correction for errors pursuant to the ITT;
(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule/Bill of Quantities, but including Daywork, where priced competitively;
(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT; and
(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT.

Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in unsolicited benefits for the Purchaser shall not be taken into account in Tender Evaluation.

The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the ITT.

### *5.3 Post Qualification Requirements*

After determining the lowest evaluated tender in accordance with clause 5.2 above, the Purchaser will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Purchaser deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderer's qualifications.

An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Purchaser will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### *5.4 Award of Contract*

The Contract shall be awarded to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest evaluated Tender price, provided that such Tenderer has been determined to be qualified in accordance with the provisions of ITT Clause 5.3.

## Section III - Contract

### CONTRACT

#### Draft Works Contract

No <Contract number>

1. The Government of the Solomon Islands, which has its seat in Honiara, represented by the Ministery / Agency……., legally represented in this matter by [*signatory's name and position*], hereinafter referred to as the Purchaser,

and

2. [*contractor's name*],
which has its registered office in …, legally represented in this matter by ..... [*and ...*] [*signatory's name*], hereinafter referred to as the Contractor,

have agreed as follows:

[General description of the Works, including quantities], in ……..lot(s)

[lot no 1, general description with an indication of Works]
[lot no 2, general description with an indication of Works]
[lot no …] *omit if tender not divided into lots*

The price of the execution of Works is confirmed in the Tender and Price Schedule as part of your Tender. dated [……]

The total Price shall be ……. SBD (*in words and figures*). The agreed price for the execution of the Works is fixed for the duration of the Contract.

The place where the Works have to be executed shall be [address of the site].

The time limits for execution of the Works shall be max [……] days/date and shall be on the basis turn-key.

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

Please send your invoice(s) to the Purchaser, [*Full invoice address of the Purchaser*], quoting the above-mentioned Contract number [….].

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

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

- this Contract Letter;
- the Special Conditions;
- the General Conditions of Contract;
- Contractors Form of Tender
- the Technical Offer [including clarifications from the Tenderer provided during tender evaluation];
- the Specifications and Performance Requirements

## Section III - Contract

- the Invitation for Tenders

The various documents making up this 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].

| For the Purchaser | For the Contractor |
|---|---|
| **Name:** | **Name:** |
| **Title:** | **Title:** |
| **Signature:** | **Signature:** |
| **Date:** | **Date:** |

For the MoFT (*over SBD 100,000*)

**Name:**

**Title:**

**Signature:**

**Date:**

## Section III - Contract

### General Conditions of Contract

## I DEFINITIONS

The following terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are written with initial capitals and 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 Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

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 **Project Manager** 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 Project Manager) who is responsible for supervising the execution of the Works and 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.

2.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

## II 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 will 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 will 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) will take place only after prior written consent has been obtained from the Purchaser and will 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 will 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 will 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 Works 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 requirements and customary industry regulations concerning quality, safety, health and the environment.

4.3 The Purchaser may no longer refer to the fact 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 will rectify the defect or non-conformity within a period set by the Purchaser in accordance with the provisions of 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's 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 obligations under this Contract, a Performance Guarantee in a form of a Bankers 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 his 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 will 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 will, 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, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will 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 will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Purchaser does not include any approval that the Works complies with the guarantees given in accordance with article 4.

## III RELATIONS BETWEEN THE PARTIES

**Article 6 Contacts**

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

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 will 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 will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will 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 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.

## IV 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, 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 will invoice the Purchaser for the delivered Works at the agreed prices. The Contractor will 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 will 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 will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. If the Purchaser fails without good reason to pay Contractor's invoice within this period, it will be liable to pay the Contractor interest at the Lending Rate of the Central Bank of the Solomon Islands applicable on the date that payment was due. The Contractor is not entitled to the payment of interest unless the invoice in question satisfies the provisions of paragraph (10.1). The Purchaser has the right to offset invoice amounts owed against amounts that the Contractor owes the Purchaser.

10.4 The Contractor will withdraw retention payment from the Contractors milestone payments. At the Acceptance of the Works, 50% of the accumulated retention payments will be released to the Contractor and the remaining retention payment will be released after satisfactory performance during the Defects Liability Period.

10.5 Payment of an invoice by the Purchaser does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will 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 will issue the Purchaser with an Advance Payment bank guarantee in advance of making the payment to the Contractor. This Advance Payment bank guarantee issued by the Contractor will cover the value of the Advance Payment. The Purchaser is not required to pay any of the cost of the guarantee.

11.2 The '*Advance Payment Guarantee*" will be issued by a bank approved by the Purchaser, in accordance with the model attached to the Standard Bidding Documents.

11.3 The Purchaser may allow the Contractor to claim Milestone payments and allow an offset of the Advance Payment to the milestone payments.

## V NON-PERFORMANCE AND DISSOLUTION

**12. Penalty**

12.1 If the Works has not been delivered within the time limit agreed, the Contractor will owe the Purchaser an immediately payable penalty of 0.1% of the price of the Works in question for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product 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 will 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 costs will 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 the Contractor or replace/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replace 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 16 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 paragraph 1.

## Article 15 Force majeure

15.1 In the event of temporary force majeure, the Contractor will 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;

or

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 will 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 21 occur, or if the Contractor undergoes a merger or division.

16.4 If the Contract is dissolved, the Contractor will 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 will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

## VI MISCELLANEOUS

**Article 18 Documentation**

18.1 The Contractor will 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 will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (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 will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the SCC.

20.2 At the Purchaser's request, the Contractor will 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 paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will 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 paragraph 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 will 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 will 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**

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 will retain their legal force. The Parties will 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**

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

**Article 24 Long-term obligations**

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. They include the provisions on: guarantee (article 4), confidentiality (article 8), non-performance (article 13), liability (article 14), termination (article 16.4), documentation (article 18), assignment of insurance proceeds (article 20.3), 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 will 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 will be nullified by the signature of the Contract.

## Section III - Contract

### Special Conditions of Contract

***Please remove articles which are not applicable for specific contracts***

The following Special Conditions of Contract shall supplement the General Conditions for the Execution of Works for the Government of the Solomon Islands. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions for the Execution of Works (GCC). The corresponding clause numbers in the General Contract Conditions are indicated in below paragraphs. Where sample provisions are furnished, they are only illustrative of the provisions that the Contractor should draft specifically for each Works contract.

| | | |
|---|---|---|
| **1. Definitions (GCC Clause 1)** | 1.5 | a. The Purchaser is: ……..…… ……... *[Name and Address of Purchaser]*<br><br>b. The Contractor…… ……. *[Name and Address of Contractor]*<br><br>c. The Location site is: ……. ……. *[Insert name and address of delivery site if applicable]* |
| | 1.12 | The Project Manager is: …… ……. [*Name and Address of the Project Manager*] |
| **2. Inspection and Tests (GCC Clause 5)** | 5.1 | Inspection and tests by the Purchaser or 3rd party in name of the Purchaser regarding the Execution of the Works and the quality levels applied to may be implemented as follows:<br><br>a. 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 his representative to announce their inspection on beforehand. *[Specify the quality assurance to be inspected and/or tested. Consideration could be given to material samples of concrete used, type of reinforcement and other materials used during construction.]*<br>*b.* ……*[Specify such other criteria for inspection and tests, if necessary*] |
| **3. Delivery and Documents (GCC Clause 3)** | 3.1 | For Products delivered within the Works<br><br>i. Manufacturer's Warranty Certificate<br><br>ii. Inspection Certificate issued by the nominated inspection agency, and the Contractor's factory inspection report. [*if applicable*] |
| **4. Incidental** | 9.1 | Incidental services to be provided are: |

| | | |
|---|---|---|
| **Services (GCC Clause 9.1)** | | i. Installation and commissioning of Products;<br><br>ii. Operational and maintenance training of Products.<br><br>iii. ……[insert any other additional requirement].<br>*[Selected services covered under GCC Clause 4 and/or other should be specified with the desired features. The price quoted in the Contractor or agreed with the Contractor shall be included in the Contract Price. If no incidental services are required state "not applicable"]* |
| **5. Spare Parts (GCC Clause 3.5 & 4.7)** | 6.1 | Additional spare parts requirements are: (*as applicable if included in tender)* |
| **6. Guarantee (GCC Clause 4.4)** | 7.1 | The Defects Liability Period shall be…..months *[as applicable and if necessary*] of operation from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If, for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either:<br><br>a.) make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense<br><br>or<br><br>b.) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.1 to 0.5%) per week. |
| | 7.2 | …… [specify other suitable conditions for *warranty, if necessary]*. |
| **7. Prices (GCC Clause 9)** | 9.1 | Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser. |
| | 9.2 | Purchaser shall not entertain Contract Price variation due to the effect of any notice of notification of exchange rate variation of any convertible currency. |
| **8 Payment (GCC Clause 10)** | 10.1 | Payment for Works supplied shall be made in SBD, as follows;<br><br>*Payment schedule to be adjusted in relation to the conditions of the Purchaser*<br>i. Advance Payment: *[10/20*] percent of the Contract Price shall be paid within twenty-eight (.28.) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tender documents or another form acceptable to the Purchaser. |

ii. On Delivery/milestone payments: (…10/20/ 40) percent of the Contract Price shall be paid on receipt of the Works Progress report stating the achieved milestone(s) and confirming the claim for payment in GCC Clause 10.

iii. On Acceptance: The remaining (…) percent of the Contract Price shall be paid to the Contractor within twenty eight (28) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

| | | |
|---|---|---|
| | 10.4 | Retention will be deducted from the Milestone payments at a rate of 5% |
| | 10.6 | 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: http://www.ird.gov.sb |
| **9 Advance Payment (GCC Clause 11)** | 11.1 | The Advance Payment will be reclaimed from the milestone payments with a rate of 25% of the Advance Payment. When the total Advance Payment has been reclaimed, the Purchaser will return the Advance Payment Guarantee to the Contractor. |
| **10 Contractors Liability (GCC Clause 14)** | 14.1 | Notwithstanding Article 14.1 of the GCC, the Contractors liability is [2/3] times the Contract value as stated in the formal contract between Purchaser and Contractor. |
| **11. Liquidated Damages (GCC Clause 12)** | 12.1 | Applicable rate for the Liquidated damages is: 0.1% per day. *[Applicable as per the nature of the Works. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.]* |
| **12. Insurances (GCC Clause 20)** | 201. | Contractor has to provide with his tender to following proof of insurance :<br>- Workmen's Compensation As required by SI Law<br>- Third Party Liability SBD 2,000,000<br>- Equipment for use in Project Replacement Value |

## SPECIFICATIONS

## *TO BE DELETED BEFORE TENDER DOCUMENTS ARE ISSUED*

*A set of precise and clear Specifications is a prerequisite for tenderer to respond realistically and competitively to the requirements of the Purchaser without qualifying or conditioning their tenders. In the context of competitive tendering, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured.*

*Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realised, responsiveness of tenders be ensured, and the subsequent task of Tender evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.*

*Samples of Specifications from previous similar projects in Solomon Islands or a country with similar conditions are useful for the preparation of Specifications. Most Specifications are normally written specially by the Purchaser to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.*

*There are considerable advantages in standardising General Specifications for repetitive Works in recognised public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.*

*Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognised international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Solomon Islands or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.*

*These Notes for Preparing Specifications are intended only as information for Purchaser or the person drafting the Tender Documents and should not be included in the Tender Documents.*

TO BE DELETED

## Specifications and Performance Requirements

### DRAWINGS

*Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.*

## Specifications and Performance Requirements

## BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES[1]

***Objectives***

*The objectives of the Bill of Quantities/Schedule of Activities are:*

*(a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and*

*(b) when a Contract has been entered into, to provide a priced Bill of Quantities/Schedule of Activities for use in the periodic valuation of Works executed.*

*In order to attain these objectives, Works should be itemised in the Bill of Quantities/Schedule of Activities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities/Schedule of Activities should be as simple and brief as possible.*

***Daywork Schedule***

*A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities/Schedule of Activities, is high. To facilitate checking by the Purchaser of the realism of rates quoted by the tenderer, the Daywork Schedule should normally comprise the following:*

*(a) A list of the various classes of labour, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*

*(b) Nominal quantities for each item of daywork, to be priced by each Tenderer at daywork rates as Tender. The rate to be entered by the Tenderer against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

***Provisional Sums***

*A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities/Schedule of Activities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities/Schedule of Activities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).*

*The estimated cost of specialised work to be carried out, or of special goods to be supplied, by other contractors (refer to GCC Clause 8) should be indicated in the relevant part of the Bill of Quantities/Schedule of Activities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Purchaser to select such specialised contractors. To provide an element of competition among the Tenderer in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities/Schedule of Activities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.*

*These Notes for Preparing a Bill of Quantities/Schedule of Activities are intended only as information for the Purchaser or the person drafting the Tender Documents. They should not be included in the final documents.*

The Lump Sum Cost for the Whole of the Works must match the Lump Sum price in the Tender Form.

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[1] *In lump sum contracts, the "Bill of Quantities" is prepared for information; it is not contractual. The contractual document prepared by the Tenderer shall be a "Schedule of Activities."*

## Sample Forms

*The **Tenderer** shall fill in and submit this Tender form with the Tender.*

## SAMPLE FORMS

### Form of Tender

*[date]*

To: *[name and address of Purchaser*]

Having examined the Tender Documents, including addenda *[insert list]*, we offer to execute the *[name and identification number of Contract]* in accordance with the GCC accompanying this Tender for the Contract Price of *[* SBD *insert amount in numbers.]*, *[insert amount in words]* Solomon Island Dollars.

The advance payment required is: *[ 10/20/…as per the Special Conditions]]*

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity as specified in the ITT.

We, including any subcontractors or Contractors for any part of the Contract, have nationalities from eligible countries in accordance with ITT Clause 1.4;

We have no conflict of interest in accordance with ITT Clause 1.5;

Our firm, its affiliates or subsidiaries—including any subcontractors or Contractors for any part of the contract—has not been declared ineligible by SIG, or under the SIG's country laws or official regulations, in accordance with ITT Sub-Clauses 1.4

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---|---|---|
| | | |
| | | |

(if none, state "none")

Authorised Signature: _
Name and Title of Signatory: __
Name of Tenderer: ____
Address: _____

# Sample Forms

## Bank Guarantee Form for Advance Payment

Date:

To: [name of Purchaser]

[address of Purchaser]

[name of Contract]

Dear Sirs;

In accordance with the payment provision included in the Special Conditions of Contract, to provide for advance payment, *[name and address of Contractor]* (hereinafter called "the Contractor") shall deposit with *[name of the Purchaser],* The Solomon Islands Government (hereinafter called "the Purchaser") a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words in Solomon Islands Dollars]*.

We, the *[name of the bank]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding *[amount of guarantee in figures and words in Solomon Islands Dollars]*.

We further agree that no change or addition to or other modification of the terms of the supply of Goods to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.
This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal of the Bank

_____

[name of Bank]

_____

[address]

_____

[date

## Post Qualification Information

*TENDERER TO FILL IN THIS FORM:*

| | | | | |
|---|---|---|---|---|
| | **POST QUALIFICATION INFORMATION** | | | |
| 1.1 | Constitution or legal status of Tenderer *[attach copy]*<br><br>Place of registration : ……..<br>Principal place of business : ……..<br>Power of attorney of signatory of Tenderer : *[attach original]* | | | |
| 1.2 | **Years of relevant company experience**<br>*How many years of experience have your organisation got in work relevant to this project?* | | | |
| 1.3 | Total annual volume of supplies made in the last two years, in SBD:<br>20xx/20xx ……..<br>20xx/20xx …….. | | | |
| 1.4 | **Experience with government funded projects**<br>*List below the names of projects and their values undertaken for SIG or other government organisations including RAMSI related projects or RAMSI support organisations. Add attachments if space does not allow. Be prepared, if asked, to provide referees that MID can contact in regard to any of these.* | | | |
| | | Title | Type of work | Contract value |
| | 1<br>2<br>3<br>4<br>6<br>7<br>8<br>9<br>10<br><br>Attach if more | | | SB$<br>SB$<br>SB$<br>SB$<br>SB$<br>SB$<br>SB$<br>SB$<br>SB$ |
| 2.1 | **Relevant education and training**<br>*Attach list of key staff, their role in this project, CVs if any, and their formal qualifications* | | | |
| | See attached list, CVs and qualifications. Attached? Yes/No | | | |
| 2.2 | **Applicable Work Experience**<br>*Applicable Work Experience (AWE) = x/y where x=Key Staff total number of years in construction business & y=number of key staff. This should be supported by the CVs above.* | | | |
| | AWE: | | | |
| 3.1 | **Capacity to handle the work**<br>*Capacity of your firm to handle projects = x/y where x = SB$ value of past and ongoing projects & y=number of those projects.* | | | |
| | Capacity: | | | |
| 4.1 | **Workplan** | | | |
| | *Describe below the steps you would take to carry out this project, your management structure, access to resources and communications. Attach document if space does not allow. Be* | | | |

## Post Qualification Information

| | |
|---|---|
| | *prepared to discuss if you are called to a tender interview. Include Gantt chart* |
| | Attached? Yes/No |
| 5.1 | **Proof of availability of finance**<br>*Show evidence of a security bond or ability to raise one, letter from bank attesting to funds available to cover the total of the priced BoQ.* |
| | Financial reports for the last two years : balance sheet, profit and loss statements, auditors' reports, etc. List them below and attach copies.<br>……<br>……<br>……<br>……<br>Names, addresses and telephone, telex, facsimile numbers and email addresses of banks that may provide references if contacted by the Purchaser.<br>……<br>……<br>……<br>……<br>Information on current litigation in which the Tenderer is involved.<br><br>Other party(ies) Cause of dispute Amount involved |
| | Attach copy of documents Attached? Yes/No |
| 6.1 | **Provincial Business licence** |
| | Attach copy of documents Attached? Yes/No |
| 6.2 | **Worker's Compensation insurance** |
| | Attach copy of documents Attached? Yes/No |
| 7.1 | **Additional Requirements**<br>Tenderers should provide any additional information required in the Bid Data Sheet.<br>……<br>……<br>……<br>……<br>…… |

## Checklist

| | | | |
|---|---|---|---|
| **CHECKLIST**<br>**Check that you have included all the documents in your tender here:**<br>*Send copies only, not originals of items 5, 6, & 7.* | | | |
| 1 | Tender Form | Yes | No |
| 2 | The Assessment Criteria | Yes | No |
| 3 | CVs | Yes | No |
| 4 | Work plan | Yes | No |
| 5 | Proof of Finance | Yes | No |
| 6 | Business Registration | Yes | No |
| 7 | Workers' Compensation | Yes | No |
| 8 | Priced Bill of Quantities/Schedule of Activities | Yes | No |
| 9 | All other forms included with ITT *indicate each individually* | Yes | No |