

## Section 8: Particular Conditions of Contract

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

<b>A. General</b>	
<b>GCC 1.1 (r)</b>	The Employer is <b>Solomon Power ( SP )</b>
<b>GCC 1.1 (w)</b>	The Intended Completion Date for the whole of the Works shall be Twelve (12) months
<b>GCC 1.1 (cc)</b>	The Project Manager is: To be Notified by SP ( <b>TBN</b> )
<b>GCC 1.1 (ff)</b>	The Site is located between Lungga and Honiara
<b>GCC 1.1 (hh)</b>	The Start Date shall be <b>within 28 days after the issuance of the Letter of Acceptance by the Employer</b>
<b>GCC 1.1 (mm)</b>	The Works consist of the design (as specified in GCC 23.1), Procurement, Quality Management, Fabrication, Supply and Delivery of all material to the worksite, Installation (including decommissioning of the existing OHEW), Testing and Commissioning of the new OPGW between Lungga and Honiara as specified.
<b>GCC 2.2</b>	Sectional Completions are: <b>Not Required</b>
<b>GCC 2.3 (j)</b>	The following documents also form part of the Contract: <b>The Contractor's Tender</b>
<b>GCC 3.1</b>	The language of the contract is <b>English</b>  The law that applies to the Contract is the law of <b>Solomon Islands</b>
<b>GCC 11.1</b>	The Project Manager <b>may</b> delegate any of his duties and responsibilities.
<b>GCC 14.1</b>	Schedule of other Contractors: <b>Not Applicable</b>
<b>GCC 19.1</b>	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: The Contract Price (b) for loss or damage to Equipment: AUD \$ 2,000,000 (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract AUD \$10,000,000 per occurrence (d) for personal injury or death: (i) of the Contractor's employees: Unlimited (ii) of other people: Unlimited (e) for Professional Indemnity: AUD \$10,000,000
<b>GCC 20.1</b>	Site Investigation Reports are: _____
<b>GCC 23.1</b>	The following shall be designed by the Contractor as specified, including all associated equipment and materials:

	<ol style="list-style-type: none"> <li>1. All Temporary Works;</li> <li>2. All earth peak modifications; and</li> <li>3. All OPGW requirements.</li> </ol> <p>Please refer to the file SP-LH-LS-002-001 Line Equipment Schedule.pdf. The quantity for the vibration dampers will be as recommended by the OPGW Supplier.</p> <p>The total length of the OPGW will depend on the location of the joint boxes, height of the structure, required OPGW tails for maintenance, sag, and wastage. The Contractor will order the drum length based on this information to ensure that sufficient of length of OPGW is provided for OPGW termination at the nominated joint box locations.</p> <p>The required steel and bolts for the OPGW earth peak will be as designed by the Contractor.</p>
<b>GCC 26.1</b>	The Site Possession Date(s) shall be: <b>within 28 days after the issuance of the Letter of Acceptance by the Employer.</b>
<b>GCC 29.1</b>	Appointing Authority for the Adjudicator: <b>Solomon Power</b>
<b>GCC 30.3</b>	The Adjudicator shall be paid by the hour at the rate of: <b>TBN</b> The reimbursable expenses are: <b>TBN</b>
<b>GCC 30.4</b>	<p>Institution whose Arbitration Procedures shall be used: <i>[select from below]</i></p> <p>(a) Contracts with foreign contractors:</p> <ol style="list-style-type: none"> <li>(a) International arbitration shall be conducted in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</li> <li>(b) Arbitration shall be administered by arbitration in accordance with the laws of the Solomon Islands (the Employer's country).</li> </ol> <p>The place of arbitration shall be: the place of the institution administering the Arbitration.</p> <p>(b) Contracts with Domestic Contractors:</p> <p>Arbitration shall be conducted in accordance with the laws of the Employer's country.</p>
<b>GCC 34.2</b>	<p>The following sentence shall apply:</p> <p>Respectful Work Environment</p> <p>The Contractor shall ensure that his Employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any Employees or Subcontractors, including suspension or termination of Employment or Sub-Contract, if any form of unethical or inappropriate behavior is identified.</p> <p>The Contractor shall conduct training programs for its Employees and Subcontractors to raise awareness on and prevent any form of bullying,</p>

	discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of his Employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.
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<b>C. Time Control</b>	
<b>GCC 35.</b>	The Contractor shall submit for approval a Program for the Works within <b>28</b> days from the date of the Letter of Acceptance.
<b>GCC 35.3</b>	The period between Program updates is <b>28</b> days. The amount to be withheld for late submission of an updated Program is Not Applicable ( <b>N/A</b> )
<b>D. Quality Control</b>	
<b>GCC 43.1</b>	The Defects Liability Period is: <b>12 months</b>
<b>E. Cost Control</b>	
<b>GCC 53.1</b>	The currency of the Employer's Country is: <b>Solomon Island Dollars</b>
<b>GCC 54.1</b>	The Contract <b>is not</b> subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients apply.  The coefficients and indexes for adjustment of prices in local and foreign currencies shall be as specified in the Table(s) of Adjustment Data submitted together with the Letter of Bid.
<b>GCC 55.1</b>	The proportion of payments retained is: <b>10%</b>
<b>GCC 56.1</b>	The liquidated damages for the whole of the Works are <b>AUD \$1,000</b> per day. <b>The maximum amount of liquated damages for the whole of the Works is 10% of the final Contract Price.</b>
<b>GCC 57.1</b>	The Bonus for the whole of the Works is <b>N/A</b> per day.
<b>GCC 58.1</b>	The Advance Payments shall be <b>10%</b> and shall be paid to the Contractor no later than 30 days from the date of issuance of the Letter of Acceptance by the Employer, provided an unconditional bank guarantee for the advance amount has been received and accepted by the Employer.
<b>GCC 58.3</b>	Repayment of the Advance Payments shall be: <b>2%</b> from each payment certificate.
<b>GCC 59.1</b>	The Performance Security amount is <b>10% of the Final Contract Amount</b>

<b>G. Finishing the Contract</b>	
<b>GCC 72.1</b>	The date by which operating and maintenance manuals are required is <b>within 14 days of completion</b>  The date by which “as built” drawings are required is <b>within 28 days of completion</b>
<b>GCC 72.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is <b>5% of the final Contract Sum</b>
<b>GCC 73.2 (h)</b>	The maximum number of days is: <b>TBN</b>
<b>GCC 75.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>150%</b>