**CONTRACT FOR THE PROVISION OF SERVICES**

This contract for Provision of Services (“Contract”) is entered between:

The Office Of Te Beretitenti of the Republic of Kiribati, with its office at the address stated in section SCC 4 (hereinafter referred to as the “Procuring Entity”)

and

**Ms Taiti Tatonga** with address as stated in section SCC 4 (hereinafter referred to as the “Service Provider”),

together referred as the “Parties”.

WHEREAS the Procuring Entity wishes to receive from the Service Provider, and the Service Provider is willing to provide to the Procuring Entity, the Services as more fully defined hereinafter;

WHEREAS the Service Provider is ready and willing to accept the Contract with the Procuring Entity on the said terms and conditions;

The Parties agree on what follows:

### General provisions

The following annexes form an integral part of the Contract:

* Annex A – Condition for provisions of Services;
* Annex B – Terms of Reference; and
* Annex C – Terms and Conditions (GCC).

### Provision of Services

The Service Provider shall provide the Services described in Annex A to the SCC “Conditions for Provision of Services” (the “Services”) on the delivery date or dates (“Delivery Date or Dates”) and in accordance with the “Terms of Reference” set out in Annex B to the SCC and shall remedy defects and / or problems in conformity in all respects with the provisions of the Contract.

### Payment

* 1. The Procuring Entity shall pay the Service Provider in accordance with the terms of the Contract a total amount of **AU$450.00** (the “Contract Amount”).
  2. Upon submission of an appropriate invoice by the Service Provider, the Contract Amount shall be paid upon the receipt of invoice.
  3. Final payment will be made upon acceptance of the Services.
  4. The Service Provider shall have sole responsibility for (i) the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Contract, whether paid as part of the Contract Amount or not, and (ii) the filing of any required tax returns or other information related thereto with the relevant tax authorities. If any tax must be paid by the Procuring Entity on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by the Procuring Entity to the Service Provider.
  5. Payment shall be made to the bank account of the Service Provider as specified in section SCC 4.

### Official Addresses for Notices and Requests

Any notice, or request under the Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or e-mail to the party to which it is required to be given or made at such party's address specified below:

For the Procuring Entity:

|  |  |
| --- | --- |
| Address | Office Of Te Beretitenti,  Bairki, Tarawa |
| Country | Republic of Kiribati |
| Attention of | Officer In Charge for OB |
| e-mail | ds@ob.gov.ki |
| Phone | 75021183 |

For the Service Provider:

|  |  |
| --- | --- |
| Address |  |
| Country |  |
| Attention of |  |
| e-mail |  |
| Phone |  |
| Bank account details |  |

### Rights and Obligations of the Service Provider

The rights and obligations of the Service Provider are strictly limited to the terms and conditions of the Contract, that includes the GCC and the SCC. Accordingly, the Service Provider shall not be entitled to any payment except as expressly provided in the Contract.

### Effectiveness

The Contract shall become effective upon due execution by the Parties and shall continue in full force and effect until the earlier of (i) complete performance of the Service Provider’s obligations under the Contract, including guarantees obligations, and all payments therefore, or (ii) termination of the Contract in accordance with section CGG 15 and section CGG 16.

### Duration of the Contract

The service had been started from late May and ended in September, 2023

\* \* \* \* \*

**FOR THE PROCURING ENTITY FOR THE SERVICE PROVIDER**

(date, name and signature) (date, name and signature)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Mr Tebwaatoki Taawetia Ms Taiti Tatonga

Secretary for OB Service provider

Bairiki, Tarawa Bairiki, Tarawa.

Kiribati Kiribati.

# ANNEX A – CONDITIONS FOR PROVISION OF SERVICES

### Services to be provided

* Services have been provided by the service provider for the given period, hence the need for payment to process.

*Beginning of execution – 14th May 2023*

*End of execution / contract duration – 10 September, 2023*

### Documents to be provided

* Invoice from service provider for processing payment

Required documentations.

* Signed Contract version for both references.

# ANNEX B – TERMS OF REFERENCE

**RESPONSIBILITY**

* Not necessary to indicate in this contract given the service had been completed, thus the need to pay the charge of the service

# ANNEX C – GENERAL CONTRACT CONDITIONS

* Entire Agreement

This Contract, including these general terms and conditions, and any special conditions, specifications, drawing and other documents herein constitute the entire agreement between the parties.

* Acknowledgement and Acceptance

The Service Provider signifies acceptance of the Contract and of the terms and conditions governing the Contract unless the Service Provider promptly notifies the Buyer of non-acceptance or modification and thereby has entered into and executed the contract for the Services stated.

* Price and Payment

The price of the Services stated in the Contract shall constitute the full compensation to the Service Provider for the Services, and shall include, unless otherwise stated, all costs, fees and other charges of any kind incurred by the Service Provider related to the Services prior to delivery of the Services to the Buyer. Payment will be made in accordance with the applicable provisions of the Contract

* Termination

The Buyer may at any time for any reason, including curtailment or termination of funding applicable to this agreement, terminate this Contract, in whole or in part, by giving written notice thereof to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to an equitable adjustment, provided only that the Buyer shall not be required to pay the Service Provider for Services ordered, but not delivered.

* Delay

Time is of the essence. Failure by the Service Provider to deliver the Services within the time specified in the Contract or within a reasonable period of time if no time is specified shall, at the option of the Buyer, relieve the Buyer of its obligations to accept and pay for the Services. Where delays in delivery are due to causes beyond the Service Provider’s reasonable control (such as act of nature, act of government, fire, general strike, flood, epidemic, war, riot or civil commotion), delivery shall be subject to an extension of the time for performance, provided the Service Provider has given the Buyer written notice of delay within three (3) days of its commencement. The extent of any extension to the performance period shall be equal to the time actually lost by the Service Provider as a result of the delay.

* Liquidated Damages

In case the Service Provider fails to deliver any or all of the Services within the time specified in the Contract, the Buyer may, without prejudice to any other remedy it may have under the order, deduct from the order value, as compensation for liquidated damages, a sum equivalent to two-tenths of one percent (0.2%) of the contract value for each day of delay in delivery subject to a maximum amount of ten percent (10%) of the order value.

* Warranty

The Service Provider warrants that the Services shall be free from defect in design, material, workmanship and title; shall conform in all respects with the terms of the Contract; and shall be of the best quality if no quality is specified. If any such defect of the Services becomes evident within one year of operation, and the Buyer so notifies the Service Provider within a reasonable period of time after discovery of the defect, the Service Provider shall thereupon promptly correct the defect at its expense.

If the Service Provider does not correct the Services as notified to the Service Provider as being defective within a period of time reasonable in the circumstances, the Buyer shall have the right to remedy the said defect at the Service Provider’s risk, cost and expense.

* Assignment/Subcontracting

The Service Provider shall not assign or subcontract this agreement or any part thereof to third parties unless the Service Provider has obtained prior approval in writing from the Buyer after informing the Buyer of its own procurement plan and procedures.