PACIFIC GAMES
SOLOMON ISLANDS

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: PREMIERE CONST – Retention Payment for Reno. Works @ Peach School Athletics Block

1) Minute	☑	Sign by ED			
2) Requisition	☑	Compliance Officer		Sign by ED	
3) Payment Voucher	☐	Sign by FC		Sign by ED	
4) LPO	☐	Sign by FC		Sign by ED	
5) IB Authorisations	☑	Sign by FC		Sign by ED	

9/1/24

Comments:

RECIEVED
DATE 20/12/23
PACIFIC GAMES SOLOMON ISLANDS SIGN



ANZ

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	09/01/2024 15:43
Transaction Number:	AHO71542

Transaction Details:
ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 86,970.04
Transfer From Amount: SBD 86,970.04
Indicative :
My Reference: Retentn & Varia

Payment Details

Account Name: Premiere Construction ,C E & C
Account Number: 2000865077
Bank Name: Bank of South Pacific
Reference To Payee : Inv#PCCE004

Pay Date : 09/01/2024

Comments:
* * * * * * * * * * Authorisation Details * * * * * * * * * * *
09/01/2024 15:43 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
09/01/2024 17:45 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
10/01/2024 01:29 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
10/01/2024 01:29 Debbie Ofaeri Sifoni
Transaction Processed
* *

PAID
DATE 10/1/24 CHQ. No.

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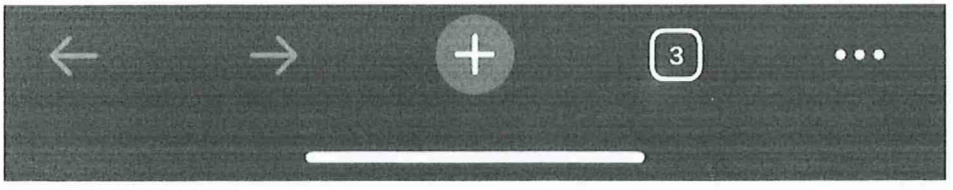

Your Reference

*** Important Information displayed on ANZ Internet Banking screen is not shown on this printout**

Held for Authorisation
Transaction Number AHO71542

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 86,970.04
Transfer From Amount: SBD 86,970.04
Indicative :
My Reference: Retentn & Varia

Payment Details

You can view the status and details of your transactions and requests for the last 12 months via ANZ Internet Banking.

9/11/24

NATIONAL HOSTING AUTHORITY
P O Box 2443
Honiara, Solomon Islands
E:Accounts@sol2023.com.sb

PAYMENT VOUCHER	
DATE	5/01/2024

Premiere Construction,Civil,Earthworks & Consultin
P.O Box 571
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $86,970.04

Payment No.03 10% Retention and Variation for renovation works for Perch Christian school-Ablution block

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
PCCE0012	00002076	15/11/2023	$530,085.10	$443,115.06	$86,970.04

5/1/24

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES

5/01/24.

Payment Voucher Prepared By: _____ Date: 5/1/24

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

RENOVATION WORKS FOR PERCH CHRISTIAN SCHOOL ABLUTION BLOCK

PREMIERE CONSTRUCTION CIVIL & EARTHWORKS & PROJECT MANAGEMENT

Payment No.	DATE		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			532,270.34		7.50%		
No.1	15/11/2023	50%	266,135.17		19,960.14	246,175.03	Paid
No.2	1/12/2023	40%	212,908.14		15,968.11	196,940.03	Paid
No.3	5/01/2024	10%	53,227.03		3,992.03	49,235.01	Payment In Progress
No.4	5/01/2024	VARIATION	40,794.64		3,059.60	37,735.04	Payment In Progress
TOTAL			***573,064.98***	-	***42,979.87***	***530,085.11***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1286/23

DEPARTMENT: PMU.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Approval of retention payment for Renovation of works at Perch christian school Ablution Block.	Premiere Construction Civil & Earthworks & Project Management.	–	$53,227.03
				TOTALS	$53,227.03

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $53,227.03 Date: 20/12/23

Requisition Officer (Name): Soleana Ciagahe Sign:

Account Code: 6-2717

Account Name: Other Local Other Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy Bird Sign:

Post: Executive Director

Department: OFC-PMU.

Authority is granted for expenditure not exceeding:

SBD$ 53,227.03

Signed:

Name: CNiey

Note: Authority for expenditure must be given by accounting officer or his/her deligated

Threshold Checklist

Payment requires one quote (10,000 below)	
Payment requires three quotes ($10,000.00 above)	
Is it a ITB Contract Payment	
Is it a GTB Contract Payment	
Payment is a Bid Waiver	

Compliance Check by: Signature

Name: Peter. H Date: 20/12/23

Position: CPP

Copy 1 White NHA Finance
Copy 2 Pink Compliance Department
Copy 3 Yellow Requesting Department

C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST
(For payment of contracts over $100,000)

This checklist is to be submitted along with contracts payments for works, goods and services

Required documents Prepared by Committee/Department	FI Ref	Committee	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓		
Draft Contract **(not yet signed by Supplier)**	P7 10.1	✓		
Tender Award by ITB/GTB	P7 10.1	✓		
PR signed by requisition officer		✓		
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Progress Report of works/Photos etc		N/A		
Completion report if goods/services and works have been completed		✓		
Other reports if any (goods and services)		N/A		
Payment certificate from Engineer matching amount in Requisition		✓		
Invoice from Contractor matching amount in requisition		✓		
Compliance checks required and done by Procurement				
Contract form approved and Signed by Chairman/EDs	P7 27.2		✓	
PR has been signed by authorized person (and not approving payment to themselves)	P7 44		✓	
Check amount on PR matches the signed contract			✓	
Account code used is correct	P7 38.5(e)		✓	
Name on PR matches signed contract	P7 38.5(e)		✓	
Check price and rates are reasonable	P7 43.2(b)		✓	
Data entry checks for PV and Cheque payments done by Finance Department				
Amount entered in AX matches Requisition				✓
Account code in AX matches Requisition				✓
Vendor name in AX matches Requisition				✓
Item code and Units entered (e.g. box, each) correctly				✓
Description has enough detail				✓
Check dates on future instalments entered correctly				
Budget OK				✓

Note: If any of the above is not able to be certified please include an explanation of why. This will speed up the compliance process.

Department Compliance performed by:

Signed: _____

Name and Position: HAZEL H (CA-ELECTRICAL)

Date: 20/12/2023

Procurement section Compliance performed by:

Signed: _____

Name and Position: Tumani Bird CPO

Date: 20/12/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: N. Jupar

Date: 23/12/23

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

C/-P.O. Box 2443
Honiara
Solomon Islands

Phone:
677 7702887

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Executive Director, NHA

Thru: Executive Director, PMU ..... Date: 19/12/23

From: Enoch Mae Paekera
Project Management Units,
NHA

NHA Ref: **EMP-191223**

Date: 19th December 2023

SUBJECT: Approval of Retention Payment for Renovation Works at Perch Christian School Ablution Block

Dear ED,

To date Premiere Construction, Civil & Earthworks and Project Management Ltd have completed all works under the scope of works of the project awarded to them. As Project Engineer I went on site and have confirmed that all works has been completed.
Ten percent (10%) Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after one month of Practical Completion.
With inspection conducted on the project site, there are no major defects identified and the building is in good condition ready to be used in the new academic year.
I therefore request your approval for the above payment to be made to the contractor. Kindly find attached invoice from **Premiere Construction, Civil & Earthworks and Project Management Ltd**.

PAYABLE AMOUNT: $ 53,227.03
PAYABLE TO: Premiere Construction, Civil & Earthworks and Project Management Ltd

Thank you for your understanding.

Kind regards,

Enoch Mae Paekera
Project Manager
Project Management Unit
National Hosting Authority

Trading as
Premiere Construction, Civil, Earthworks & Consulting
PO Box 571, Honiara, Solomon Islands

INVOICE

Invoice no.PCCE004
Invoice Date: 18th December 2023

Account payable by: National Hosting Authority
Sea King Building
Honiara.

Description: PERCH SCHOOL ABLUTION BLOCK REFUBISHMENT

Fourth payment - Retention - 10%	$ 53, 227. 03
Total owing Premiere Construction, Civil Earthworks	**$53,227.03**

HOW TO PAY: BSP ACC# 2000865077
Details Contact: 7707440

Thank you for doing Business with us

P.O. BOX 2443 Sea King Restaurant Building, Honiara, Solomon Islands

COMPLETION PAYMENT CERTIFICATE NO: 03

Payment Schedule Name:	Retention- Payment shall shall be paid upon satisfaction of all defects rectified by the Contractor after one month of Practical Completion.		
Project Name:	Renovation Works at Perch Christian School Ablution Block		
Contractor:	Premiere Construction, Civil & Earthworks and Project Management Ltd		
Project Manager	Enoch Mae Paekera	**Certificate:**	CP-03
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	18-Dec-23
		Date Issued for payment:	19-Dec-23
		Contract No:	N/A

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 532,270.34		
1	Progress claim 1 - 50%	$ 266,135.17	$ 266,135.17	Paid
2	Progress claim 2- 40%	$ 212,908.14	$ 212,908.14	Paid
3	Varaition Claim -1	$ 40,794.64	$ 40,794.64	In process
4	Retention claim-10%	$ 53,227.03	$ 53,227.03	This Claim
5	**Progress Claim to date**	**$ 573,064.98**		
6	**Original Contract Value**	**$ 532,270.34**		
7	**Total Adjusted Contract Value**	**$ 573,064.98**		
8	**Balance of Contract Payment**	$ -		

B PAYMENT DETAILS

	Progress payment for this claim	$ 53,227.03	
	Retention-Purchaser retains 5% of this payment pursuant to clause	$ -	
	With-Holding Tax (7.5%)	$ -	
	Amount payable for this claim after Retention & tax	**$ 53,227.03**	

Payment is certified as conform to payments terms and conditions as stated in SECTION IV: PAYMENT SCHEDULE of the Contract for the Renovation Works for Perch Christian School Ablution Block

Payment is hereby certified: ..... *Enoch Mae Paekera (Project Manager)* — 19/12/2023 *Date*

Compliance and approved by: ..... *Soleana Gagahe (Contract Administrator)* — 19/12/23 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU* — 19/12/23 *Date*

On presentation of this original to the Employer, the Contractor is entitled to payment within the period stated in the Agreement: Article 10.

19th DECEMBER 2023
RENOVATION WORKS_PERCH CHRISTIAN SCHOOL_ABLUTION BLOCK_ PROGRESS REPORT. dox

NHA Ref: EMP-191223

NHA Secretariat
National Hosting Authority
Old Sea King Building, Point Cruz, Honiara, Guadalcanal
SOLOMON ISLANDS

To whom it may concern,

PROJECT: RENOVATION WORKS AT PERCH CHRISTIAN SCHOOL ABLUTION BLOCK
SUBJECT: PROGRESS REPORT_RENOVATION WORKS OF ABLUTION BLOCK
CONTRACTOR: PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD

1 INTRODUCTION

1.1 Solomon Islands for the first time of its history will host the South Pacific Games which now called the Pacific Games comes this November 2023. The National Hosting Authority is working closely with responsible authorities to like Honiara City Council, the schools and other organizations to make sure all aspects of the game are fully met and prepared before welcoming our pacific neighbours to our shores.

1.2 One of the aspects of the preparation is the provision of public ablution blocks which can be accessed by the public during the two long weeks of games. The NHA is upgrading existing facilities to cater for this need. One of the sites for identified is the Perch Christian School which is located near Tongs Hardware and opposite of the East-End of the Sports City.

1.3 This is a completion report certifying that Pemiere Construction, Civil & R Earth Works and Project Management is eligible to receive the retention of ten percent (10%) for the defect's liability period on this particular project.

2 PROGRESS

2.1 The contract agreement between the National Hosting Authority and **PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD** was signed on the 13th of November for the Renovation Works for Perch Christian School Ablution Block.

2.2 The building is completed three weeks ago. The contractor is now sending their invoice claiming the last part of their payment.

2.3 As the project manager for this project, I went on site on the and have witnessed that the contractor is eligible to receive this portion of payment as there are no defects on the building.

2.4 The final payment (payment 3), shall be made once the defects liability period is reached. Therefore, the contractor is now eligible to receive their last payment.

3 FINANCIAL REPORT

3.1 The contract value for the Renovation Works for Perch Christian School Ablution Block totals up to the amount of **SBD$ Five Hundred Thirty-Two Thousand Two Hundred Seventy Dollars and Thirty-Four Cents (SBD$ 532,270.34).**

3.2 This claim is for the Retention Payment to the Contract (10%). The RetentionPayment shall be paid upon satisfaction of all defects rectified by the Contractor after one month of Practical Completion. It totals up to **SBD$ Fifty-Three Thousand Two Hundred Twenty-Seven Dollars and Three Cents (SBD$ $ 53,227.03).** See attached invoice as provided by PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD.

4 PHOTOS

Please see enclosed PERCH CHRISTIAN SCHOOL RENOVATION WORKS_DEC 2023– ATTACHMENT A_PHOTOS for photos of works that was carried out by PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD.

5 CONCLUSION

5.1 There are no defects identified for the newly renovated ablution block after the defects liability period is over.

5.2 Therefore, the contractor is eligible to receive the last payment (retention payment) in accordance to the payment schedule of their contract agreement with the National Hosting Authority.

Yours faithfully,



Enoch Mae Paekera
Project Management
Project Management Unit
Games Facilities Committee
National Hosting Authority
7702887

ENCLOSED:

PERCH CHRISTIAN SCHOOL ABLUTION BLOCK_DEC 2023- ATTACHMENT A_ PHOTOS

ATTACHMENT A – PHOTOS



Figure 1: Keys handover to the Perch Christian School Principal



Figure 2: The newly renovated Ablution Block



Figure 3: The Ablution Block_ Female Block

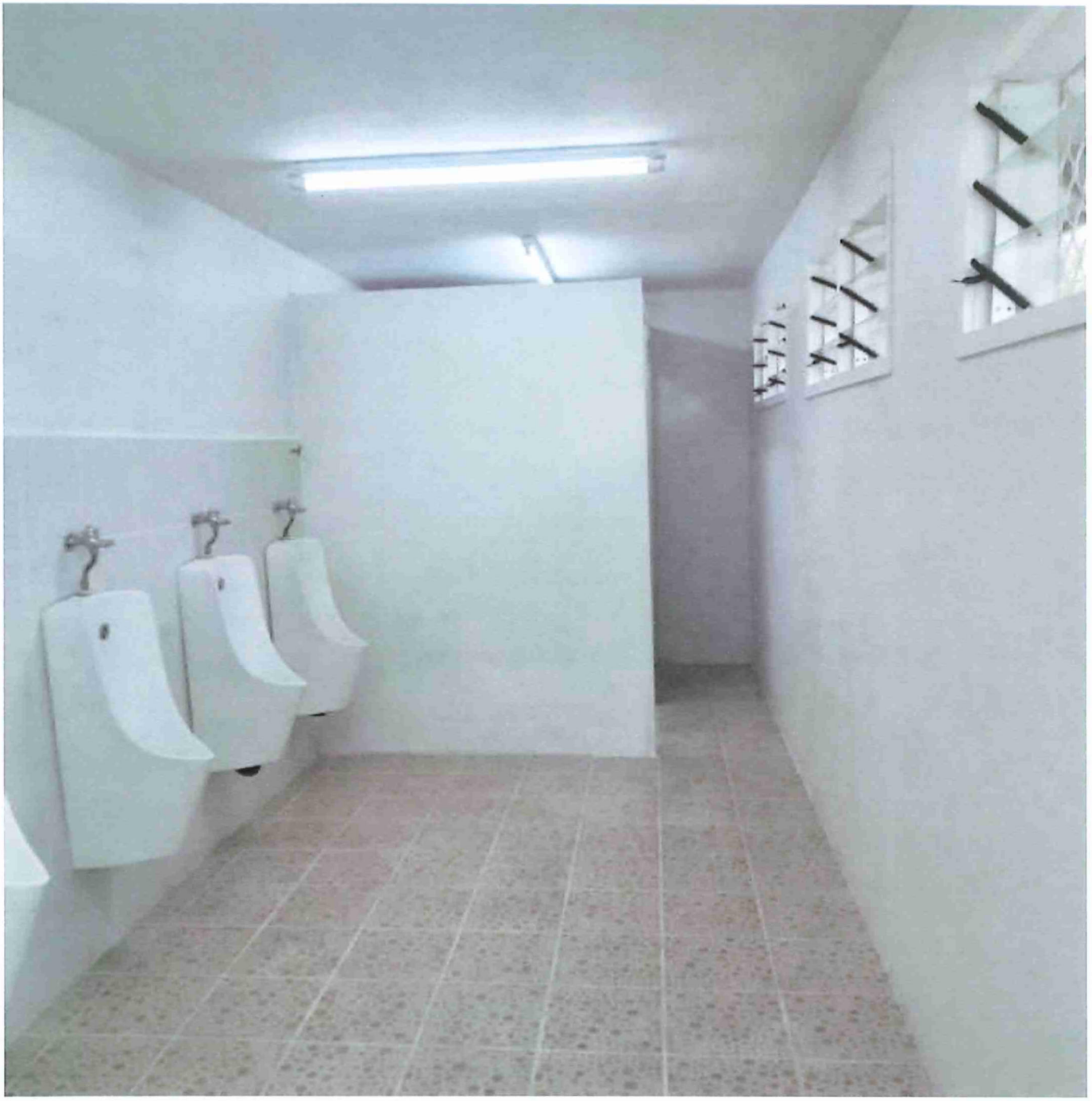

Figure 4: The Ablution Block_ Male Block



Figure 5: Newly Installed 5000L Water Supply Tank

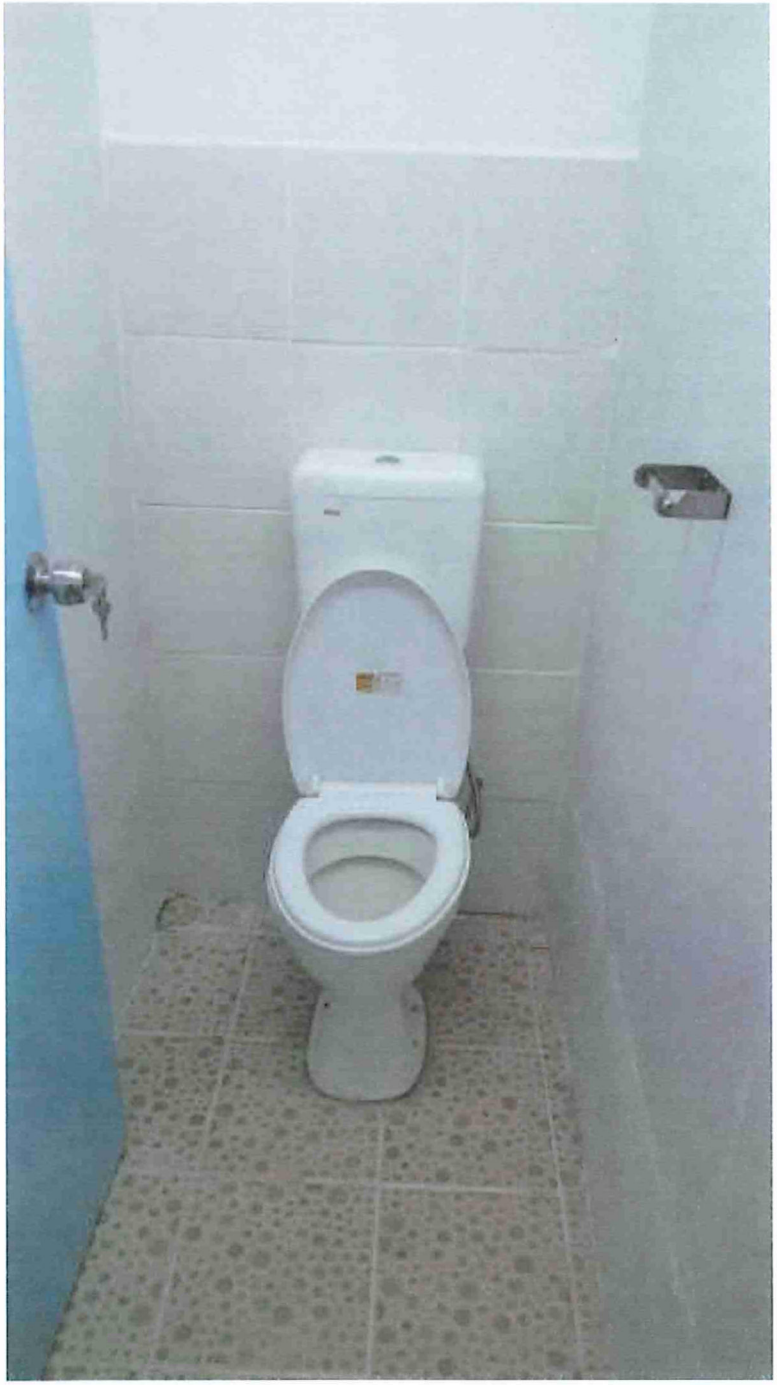

Figure 6: Newly installed Toilet Pan & Cistern

DEFECT LIABILITY RECTIFICATION NOTICE

Issued to: Premiere Construction, Civil & Earthworks and Project Management Ltd

Defect Liability Notice: 1 Month

Project name: Renovation of Perch Christian School Ablution Block

Project Number: N/A

SUBJECT: REQUEST RECTIFICATION OF DEFECTED WORKS AT THE PERCH CHRISTIAN SCHOOL ABLUTION BLOCK

In conformity of your Contract with the National Hosting authority in which your retention payment (10%) held against defect Liabilities as security of your completed works, you are hereby required as per contract terms and conditions to rectify defects identified as in defect list attached with this request letter.

Please do liaise with the Project manager Concern and rectify all defects identified. Your retention payment will be paid upon satisfactory completion and certification of the defects as required.

Attached herewith defects list

Sincerely

Enoch Mae Paekera
Project Manager
Project management Unit

Sea King Building
P.O. Box 2243
Honiara, Solomon Islands

PROJECT MANAGEMENT UNIT
DEFECTS ASSESSMENT REPORT.

PROJECT DETAILS:	
DOCUMENT NAME	Perch Christian School Ablution Block
CONTRACT #	N/A
CONTRACTOR	Premiere Construction, Civil & Earthworks and Project Management Ltd
DEFECTS PERIOD	1Month (30th November to 31st December 2023)
DEFECTS INSPECTION REPORT DATE.	19th Dec 2023
REPORT PREPARED BY	Enoch Mae Paekera

Inspection Summary

Premiere Construction, Civil & Earthworks and Project Management Ltd have notified the Project Management Unit of the completion of one month defects liability period for the Renovation Works for Perch Christian School Ablution block building on the 18th Dec 2023 which qualifies the contractor for retention (10%) payment as per the contract.

Project Manager visited the site on 19th Dec 2023 to inspect any defects that may occur during the one-month liability period. As per contract, defects liability period payment shall be paid upon satisfaction of all defects rectified by the contractor after six months of practical completion.

WBS	TASK NAME
1	Defects liability (1month)

After inspection, The Project Manager has identified that there are no defects on the ablution block building.
Therefore, the contractor is now eligible to receive the retention withheld to this project.

Summary of defects work rectified by the contractor:

Activity	Photos	Status
	No Defects	
Project Manager Comments.	No Defects.	
Project Manager sign off.		Enoch Mae Paekera Project Manager.

PACIFIC GAMES
SOLOMON ISLANDS

PROJECT MANAGEMENT UNIT
NATIONAL HOSTING AUTHORITY

Date: 1912/23

DEFECTS COMPLETION REPORT CERTIFICATE

To: Julie Haro Premiere Construction, Civil & Earthworks and Project Management Ltd *(The Contractor)*	**To: Leeroy Bird** Executive Director National Hosting Authority, Project Management Unit. PMU *(The Employer)*
Contact person: Julie Haro	**Contact person:** Enoch Mae Paekera
Address: C/ P.O. Box 571 Henderson, Honiara, SI	**Address:** Sea King Building P.O. Box 2443, Honiara, SI
Telephone: 7707440	**Telephone:** 7702887

Contract no: N/A
Contract title: Renovation Works for Perch Cg Ablution block building.

DEFECTS CERTIFICATE			
	Day	**Month**	**Year**
Completion achieved on:	30th	November	2023
The end of the last *defects correction period* is:	30th – 31st	Nov- Dec	2023
The *defects date* is:	31st	December	2023
This Defects Certificate Date is: (at the later of the *defects date* or the end of the last *defects correction period*)	31st	December	2023

Defect reference	**List of Defects modified before the *defects date* which the *Contractor* has not corrected** (or if there are no such Defects, a statement that there is none.)
	No Defects identified.

Final Approval Certificate

It is hereby certified that in accordance with the provisions of the General Conditions of Contract, that the above-mentioned works have been completed and all defects have been corrected in accordance with the provisions of the Contract.

Certified by the Engineer:

.....	ENOCH MAE PAEKERA	19/12/2023
Signature:	*Name:*	*Date:*

PROJECT MANAGEMENT UNIT
NATIONAL HOSTING AUTHORITY

Certificate of Final completion

(Defects period Lapse)

Date: 31/12/23

Contract Name: Renovation of Perch Christian School Ablution block.

Contract No: N/A

Defects Period: 30th November to 31st December 2023 (1 month)

Date of Issuance of Practical Completion: 1st November 2023

Name of Contractor: Premiere Construction, Civil & Earthworks and Project Management Ltd

The works performed under this contract has been inspected by the authorized project manager representing Project Management Unit of National Hosting authority for the Contract mentioned as Renovation works for Perch Christian School Ablution block is hereby declared complete final on this date of 20th December 2023

The list of items associated with the certificate of substantial completion have been satisfactorily completed.

Project Management Unit of National Hosting Authority hereby accepts final completion with a lapse of defects period.

.....	.....	.....
Enoch Mae Paekera	**Soleana Gagahe**	**Leeroy Bird**
Project Manager	**Contracts Manager**	**Executive Director**

Contractor hereby accepts construction project as finally complete:

.....

Managing Director

Premiere Construction, Civil & Earthworks and Project Management Ltd (Contractor)



CONTRACT AGREEMENT

FOR

RENOVATION WORKS FOR PERCH CHRISTIAN SCHOOL ABLUTION BLOCK

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD

November 2023

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SECTION VI: ANNEXES TO THE CONTRACT 36

SECTION I: CONTRACT AGREEMENT

This Contract Agreement is made between the two parties mentioned as the Client and Contractor herein described as below.

The Client

The Client herein named as the Government of the Solomon Islands, which has its seat in Honiara, represented by the **National Hosting Authority,** legally represented in this matter by **Mr Christian Nieng,** the **Executive Director, NHA,** hereinafter referred to as the Client,

And

The Contractor:

The Contractor herein named as **Premiere Construction, Civil & Earthworks and Project Management Ltd** which has its registered office in Honiara, legally represented in this matter by **Ms Julie Gegeu Haro,** hereinafter referred to as the Contractor, and have agreed to the **Renovation Works for Perch Christian School Ablution Block** herein mentioned as Works specified in the Scope of Works.

1. The price of the execution of Works is confirmed in the submitted documents approved on **Thursday 11th November 2023.**
2. The total accepted Bid Price shall be **SBD$ Five Hundred Thirty-Two Thousand Two Hundred Seventy Dollars and Thirty-Four Cents (SBD $532,270.34).** The agreed price for the execution of the Works is fixed for the duration of the Contract.
3. The place where the Works shall be-carried out is at **Perch Christian School, KGVI Area, East Honiara - Solomon Islands.**
4. The time limits for execution of the Works shall be maximum of 2 weeks and shall be on the basis turnkey specific contract process.
5. 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.
6. The Contractor, herein **Premiere Construction, Civil & Earthworks and Project Management Ltd** shall make invoice(s) to the Client at the Address mentioned as Project Management Unit of National Hosting Authority, quoting the, the amount of progress payment as per schedule and above-mentioned Contract number and name.
7. This Contract is subject to the provisions of the attached General Conditions of Contracts for the Execution of Works.
8. This Contract is made up of the following documents, in order of precedence:

- *this Contract Agreement*
- *the Special Conditions of Contract;*
- *the General Conditions of Contract;*

- *Payment Schedule*
- *Scope of Works/ Specifications*
- *Specifications & General Requirements*
- *Site Setout & Drawings*
- *Annexes to the Contract*
    - Tender Award Letter
    - Performance Securing Declaration
    - Contractor's Priced Bill of Quantities
    - Contractor's Insurance Certificate
    - Contractor's HCC License
    - Contractor's Company Haus License
    - Contractor's Inland Revenue Division Tax Certificate
    - Contractor's Work Schedule

The various documents making up this Contract 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.

SIGNING OF CONTRACT AGREEMENT

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].

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Solomon Islands on the day, month and year specified above.

Parties to this Contract hereby agreed and signed as follows:

For the Client - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Julie Gegeu Haro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director *Premiere Construction, Civil & Earthworks and Project Management Ltd*
Date:	13../..11.../2023	**Date:**	10/11/2023

Witness signing by Project Management Unit/NHA

Signature .....

Name: Leeroy Bird

Title: Executive Director

Date: 10/11/2023

SECTION II: GENERAL CONDITIONS OF CONTRACT

The terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands 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 Client's request on the Contractor's site prior to Delivery.

1.5 **CLIENT:** 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 Clients' 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 Client and the Contractor to which these Purchasing Conditions are declared to be applicable.

1.9 **PARTY:** The Client or the Contractor, depending on the context.

1.9 **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.

1.10 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.

1.11 The **PROJECT MANAGER** is the person named in the Special Conditions of the Contract (SCC) (or any other competent person appointed by the Client and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.

1.12 The **CONTRACT ADMINISTRATOR** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office 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.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Client in the Technical Specifications and Scope of Works, 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 Client, 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 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 Client and will not alter the agreed payment date.

3.4. The Client 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 Client 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 Client, 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 Client 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 Client might expect based on the Contract.

4.2 If the Client 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 in 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 Client 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 Client, the Contractor will rectify the defect or non-conformity within a period set by the Client 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 Client has not accepted explicitly and in writing. The Contractor indemnifies the Client against all claims in this regard.

4.5 The Client 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 Client.

4.6 The Client may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Client.

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 Client's request, the Works may be regularly inspected by the Client, or a third party designated by the Client during the execution of the Contract. However, the Client is not obliged to carry out such an Inspection.

5.2 If the Client wishes to inspect the Works:

a. the Contractor will allow the Client, or a third party appointed by the Client full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Client, cooperate with the Inspection and facilitate the Client or a third party appointed by the Client 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 Client rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Client, to rectify without delay, at its own expense and risk, the defects and notify the Client when the Works are ready for a new Inspection. The provisions of Article 5 apply in full. Rejection by the Client 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 Client does not include any approval that the Works complies with the guarantees given in accordance with Article 4.

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 Client 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 Client.

8.4 If the Contractor breaches its duty of confidentiality, the Client may impose a penalty, as laid down in the Special Conditions of 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.

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, and 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 way such an adjustment should be made.

Article 10 Invoicing and payment

10.1 The Contractor will invoice the Client for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Client, stating the date and number of the Contract and other details requested by the Client.

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 Client.

10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Client will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Client has the right to offset invoice amounts owed against amounts that the Contractor owes the Client.

10.4 The Client may withdraw retention payment from the Contractors milestone payments. The total sum of the accumulated retention payment shall be released after satisfactory performance after the Defects Liability Period and upon verification by the Client.

10.5 Payment of an invoice by the Client 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 Client should make an Advance Payment prior to the start of the Works, the Contractor will issue the Client 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 Client 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 Client, in accordance with the model attached to the Standard Bidding Documents.

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Client an immediately payable penalty of 0.1% of the price of the Contract 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 Client 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 Client, 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 Client 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 Client, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Client has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;

b. replacement of 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 Client 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 Client 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 Client in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Client 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 Client 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 Client and the Client 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 Client has the right to dissolve the Contract in accordance with the provisions of Article 15.

16.3 The Client, 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 Client. 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.

MISCELLANEOUS

Article 18 Documentation

18.1 Should the Contractor require it, the Client will provide the Contractor 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 Client has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Client 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 Special Conditions of Contract.

20.2 At the Client'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 Client's prior written consent. The Contractor has no right to change the insured sum to the Client's disadvantage without the Client'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 Client in advance all rights to the payment of insurance proceeds as referred to in paragraph 20.1, in so far as such proceeds relate to damage for which the Contractor is liable to the Client 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 Client, without prejudice to the Client's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Client will be deducted from the amount of compensation the Contractor is required to pay to the Client 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 Client'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 Client was not informed of this prior to the signing of the Contract, the Client 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

22.1 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

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

Article 24 Long-term obligations

24.1 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: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract for the Execution of Works for the Solomon Islands Government. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions for the Execution of Works (GCC). The corresponding Article numbers in the General Conditions of Contract are indicated below.

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE CLIENT IS:** National Hosting Authority Solomon Islands Government P.O. Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** **Premiere Construction, Civil & Earthworks and Project Management Ltd** P.O.Box 571 Honiara, Solomon Islands Email: premieregroupsolomons2009@gmail.com Mob: 7707440 **c. THE LOCATION SITE IS:** Perch Christian School, KGVI Area, East Honiara, Solomon Islands
	1.12, 1.13	• **THE CLIENT'S PROJECT MANAGER IS:** Enoch Paekera Project Management Unit National Hosting Authority Email: EPaekera@sol2023.com.sb
		• **THE CONTRACT ADMINISTRATOR IS.** Soleana Gagahe Contracts Manager Project Management Unit National Hosting Authority Email: SGagahe@sol2023.com.sb • **CONTRACTOR'S PROJECT MANAGER** **Julie Gegeu Haro** **Premiere Construction, Civil & Earthworks and Project**

		Management Ltd P.O.Box 571 Honiara, Solomon Islands Email: premieregroupsolomons2009@gmail.com Mob: 7707440
3. Delivery of the Works	3.1	The works shall be completed within 2 weeks from the Contract Commencement date. **Note:** *For this Contract, a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	The Defects Liability Period shall be 1 month, for quality of workmanship, 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: 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
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Client, in lieu of a Performance Security. The Performance Securing Declaration is at Section X: Annex II (page 38) of the Contract.
5. Inspection	5.1	Inspection and tests by the Client or 3rd party in name of the Client regarding the Execution of the Works and the quality levels applied to may be implemented as follows: • The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Client or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE CLIENT'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Leeroy Bird Executive Director Project Management Unit National Hosting Authority Email: LBird@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:** **Julie Gegeu Haro**

		Premiere Construction, Civil & Earthworks and Project Management Ltd P.O.Box 571 Honiara, Solomon Islands Email: premieregroupsolomons2009@gmail.com Mob: 7707440
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the employer provided the request for variation is made prior to the work being undertaken, and the variation is assessed by the Employer to be necessary and the price quoted is reasonable.
10. Payment	10.1	a) Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if in grievance with the Contractor authorise payment of the claim. b) If there is a difference between the assessed works complete and the claim amount the Contractor is to adjust the claim to match the value of the completed works. c) Payment for milestone completion shall conform to the payment schedule as in section III of the Contract.
	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
11. Advance Payment	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
12. Penalty (Liquidated Damages)	12.1	Applicable rate for the Liquidated damages is: 0.1% per day.
14. Contractor's Liability	14.1	Notwithstanding Article 14.1 of the GCC, the Contractor's liability is twice the Contract value as stated in the Contract between the Client and Contractor.
20. Insurances	20.1	Contractor shall provide with their tender to following proof of insurance:

		- Workmen's Compensation	As required by SI Law
		- Third Party Liability	SBD 2,000,000
		- Equipment for use in Project	Replacement Value

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of the Contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractor's milestones and claims. If there are any inconsistencies of milestones claims from the Contractor, these milestones and Payment Schedule stated herein supersedes such Contractor's claims

CONTRACT VALUE			SBD$ 532,270.34
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (50%) Payment shall be made upon contractor's mobilization to site, and commencement of Works.	$ 266,135.17	$ 266,135.17
Payment No.2	40% payment shall be made upon completion of all Works as per the Scope of Works and upon verification by the Project Manager and Issuance of the Practical Completion Certificate to the Contractor	$ 212,908.14	$ 212,908.14
Payment 3 -Retention	10% Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after one month of Practical Completion.	$ 53,227.03	$ 53,227.03
TOTAL			$ 532,270.34

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

1. INTRODUCTION

Solomon Islands for the first time of its history will host the South Pacific Games which now called the Pacific Games comes this November 2023. The National Hosting Authority is working closely with responsible authorities to like Honiara City Council, the schools and other organizations to make sure all aspects of the game are fully met and prepared before welcoming our pacific neighbors to our shores.

One of the aspects of the preparation is the provision of public ablution blocks which can be accessed by the public during the two long weeks of games.

The NHA is upgrading existing facilities to cater for this need. One of the sites for identified is the Perch Christian School which is located near Tongs Hardware and opposite of the East-End of the Sports City.

2. PROJECT INFORMATION

2.1. Description of the Building

The building is concrete building with timber roof framing with the following services.

a. The building is 6.8 meter long and of 4.75 meters wide.
b. The building comprises of two blocks (male and female).
c. It has Floor mosaic ceramic tiles.
d. The Female Block has toilet has 7 toilets and one concrete hand-wash basin.
e. The Male Block has two toilet and five urinal blocks and a concrete hand-wash basin.
f. The roof structure is old and the whole building itself does not allow for good air ventilation.
g. The water supply to the building is cut-off. Students had to carry bucket of water after use.
h. The existing concrete tank base has visible cracks which therefore caused the school not to fill up the water tanks which sits on top of it. Thus, causing the cut-off of water supply to both the male and female ablution blocks.
i. There is no electrical wiring to the building. No lights. In this scope of works, it allows for the instalment of new lightings in the building.

2.2. Location

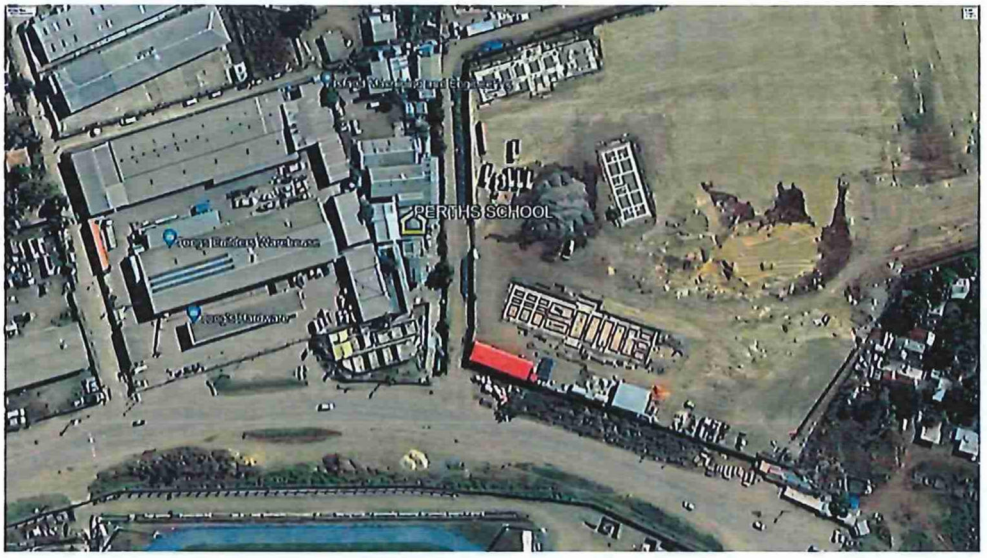

Figure 1: Location of Perch Christian School_ located beside the Tongs Hardware

3. SCOPE OF WORKS REQUIREMENTS

The Scope of Work to be carried out by the contractor is in two parts one for the Males Block and the other is for the Female Block. The Scope of Works are expected to include, but is not limited to the following:

3.1.MALE BLOCK

1. CARPENTRY WORKS

1.1.EXTERNAL DOORS

- Remove and replace old doors with new solid core doors
- Ensure to install timber door frames of 150 x 50mm Vasa Dressed hardwood Timber
- Ensure to install Door stopper of 50x25 mm Vasa Dressed hard-wood Timber
- Ensure to install Dressed 70x25 HWD vasa door cover battens
- Ensure to install new 100 butt hinges for the newly installed doors.
- Ensure to install new double-sided dead lock- for the external door.
- Ensure to install a new entrance lockset for the external door.

1.2.INTERNAL DOORS

- Remove all existing timber frames and existing internal doors.
- Ensure to install new timber door frames of 150 x 50mm Vasa Dressed hardwood Timber.
- Ensure to Install new Door stopper of 50x25 mm Vasa Dressed hardwood Timber.
- Ensure to install new 100 butt hinges for the newly installed internal doors.
- Ensure to install new entrance lockset for each internal door.

1.3.WINDOWS

- Allow for cutting of the block work wall for new window openings. Refer to the drawings for the dimension and design of each window.
- Ensure to install Dressed hardwood Vasa Timber frames (6'x2') for all windows.
- Supply and install window Alu. Diamond Mesh 1200 x 5.8mtr (6.96 M2)

  Ensure to install the strips for the Alu. Diamond Mesh.
- Supply and installation of window insect screening to all window openings.
- Supply and Install 4-blade Palmair louvre frame for all windows.
- Supply and install 4mm clear float glass louver blades, 152mm wide fixed to louvre frames.

1.4.TIMBER WINDOW FRAMES

- Ensure to install DAR 70x25 HWD vasa window cover batterns for all windows.

- Ensure to install 20x20 HWD vasa Window stopper for all windows.
- Ensure to install DAR 145x45 HWD vasa window sill for all windows.

1.5.FLOOR

- Remove and dispose all existing tiles.
- Supply and installation of 300x300 ceramic floor tiles.
- Ensure to have a quality finish.

1.6.INTERIOR WALLS

- Allow to install new 300 x300 ceramic tiles for the section of wall that separates the men's and female block.
- The concrete wall surface on the east side will not be tiled. It will only be painted to a color paint which is agreed by the contractor and the client.

1.7.EXTERIOR WALLS

- Allow for wash clean and repainting of exterior concrete wall surface. Three coats of paint (one undercoat & two coats of final paint work of the agreed color).

1.8.ROOF STRUCTURE

1.8.1 TIMBER STRUCTURE & COVER

- The existing roof structure is to demolished to allow for the construction of a new roof structure. Refer to the design and drawings.
- Supply and install rafters for roof truss of 150mm x 50mm Akwa hardwood Timber.
- Supply and install 150mm x 50mm Akwa hardwood Timber for the Bottom Chord of the Roof Truss.
- Supply and install 1OOmm x 50mm Akwa hardwood Timber for the Vertical Brace of the Roof Truss.
- Supply and install 75mm x 50mm Akwa hardwood Timber for purlins.
- Supply and install facia board 200mm x 25mm.
- Supply and install barge board 200mm x 25mm.
- Supply and install double Siscilation as required.
- Supply and Install bird net as required.
- Supply and Install 24G corrugated custom orb roof sheeting.
- Apply and install of barge roll.
- Supply and install strap Pryda bracing to support roof.

1.8.2 CONCRETE BEAM

- construction of formwork for new reinforced concrete beam ontop of the existing block work
- Supply and install D12 reinforcements for reinforced concrete columns and beam
- Supply and install R6mm Stirrups for the Beam

- Allow for tire wire
- Concrete Pouring of 20Mpa Concrete to new reinforced concrete beam

1.9.CEILING

- Supply and install new fibre cement material (4.5 mm) for ceiling

2. PLUMBING WORKS

2.1.TOILET

- Allow for the replacement of all toilet pans, cisterns and other accessories.
- Allow for the supply and instalment of toilet paper holders for each toilet block.
- Allow for the replacement old waste pipes, junctions elbows and other connections.
- Supply and install of 4.5mm FC Boards for the partition walls of each toilet block.
- Construction of Wall frames for the Partition Walls.
- Ensure to have 3 coats of paint job on the Partition Wall Linings.

2.2.URINAL

- Allow for the demolition of existing urinal design
- Allow for the supply and install of new urinals & accessories with new ones, including replacement of waste pipes if necessary.

2.3.HAND WASH BASIN

- Allow for demolition and disposal of existing concrete hand wash basin
- Supply and install of new Hand-wash basin including its tap.
- Supply and install of taps, S-trap and accessories with new ones.
- supply and install of piping and fitting to all and connect to septic where necessary
- Allow miscellaneous for plumbing fittings as required for all plumbing connections

2.4.TANK BASE & WALK-WAY

- Allow for demolition of existing tank base & walk-way slab (reinforced concrete) and dispose from site
- construction of formwork for new reinforced concrete, pad footings, columns, beams, and new tank base, walk way slab
- Supply and install D12 reinforcements for reinforced concrete pad footings, columns, beam and slab
- Allow for R6mm Stirrups for reinforced concrete pad footings, columns, beams
- Concrete Pouring of 20Mpa Concrete to new reinforced pad/strip footings, column, beam, the new tank base slab and walk-way slab
-

3. PAINTING WORKS

- Prepare and apply primer to all dressed hardwood timber in window frames, door frames, newly installed doors, barge board, fascia board

4. ELECTRICAL WORKS

Switchboard and Cables

- Allow for compliance with relevant local acts and Solomon Islands Electricity Authority (SIEA) regulations and requirements
- Allow for giving notices, obtaining permits, and completion certificates, fees and charges in connection with the installations

Cables

- Supply and installation of main supply cable from the powerlines, main switch to the Ablution block
- Supply and install 1.5mm light cables to all lightings as required in the drawings and designs
- Supply and install power points cables as required in the drawings and designs

Switch board

- Allow to supply recommended main switchboard including 80A main circuit breaker
- Allow to supply recommended 40A main circuit breaker, 5way switch board, 2x 10A breakers and other necessary breakers and appliances as required in the Drawings and designs

Conduits & Conduit Sleeves

- Allow to supply conduits, corrugate/flexible conduits and bends arrangement fixed to the building surfaces complete with all fittings and accessories including sleeves from the main switch board to the sub-distribution and where necessary for the connection of appliances

Earthing & Lightning Conductors

- Allow for installation of grounding system including earthing and lightning conductors, cables, test- clamps, earth electrodes, terminations and similar accessories

Miscellaneous

- Allow for terminations to, switchgear, appliances and similar items including cable joints and other accessories

Electrical Fittings (Switch, outlet, light and similar

- Supply and install 600mm fluorescent light fittings including accessories
- Security light weather proof for both ends of the building
- Allow to supply recommended lighting points including light switches

3.2.PART B: FEMALE BLOCK

1. CARPENTRY WORKS

1.1 EXTERNAL DOORS

- Remove and replace old doors with new solid core doors (exterior doors).
- Ensure to install new door frames of150 x 50mm Vasa Dressed hardwood Timber.
- Supply and Install new Door stopper, 50x25 mm Vasa Dressed hardwood Timber.
- Dressed 70x25 HWD vasa dressed door cover battens for the newly installed door.
- Supply and installation of new 100 butt hinges.
- Supply and installation of double-sided dead lock for the new doors that is installed.
- Supply and installation of entrance lockset for the newly installed doors.

1.2 INTERNAL DOORS

- Remove all existing timber frames and existing internal doors and replace with new ones.
- Ensure to install new door frames of 150 x 50mm Vasa Dressed hardwood Timber.
- Ensure to install new Door stopper of 50x25 mm Vasa Dressed hardwood Timber.
- Supply and installation of 100 butt hinges for all internal doors.
- Supply and installation of entrance lockset for all internal doors.

1.3 WINDOWS

- Allow for cutting of the block work wall for window openings. Refer to the design and drawings for the designs.
- Supply and installation of Dressed hardwood Timber frames (6'x2'). Timber to be vasa.
- Ensure to supply and install DAR 70x25 HWD vasa window cover batterns for all windows.
- Ensure to supply install 20x20 HWD vasa Window stoppers for all windows.
- Ensure to supply install DAR 145x45 HWD vasa window sill for all windows.
- Supply and install window Alu. Diamond Mesh 1200 x 5.8mtr (6.96 M2) for all windows, including strips for the Alu.Diamond Mesh
- Supply and installation of window insect screening to all window opening.
- Supply and Install 4-blade Palmair louvre frame for all windows.
- Supply and install 4mm clear float glass louver blades, 152mm wide fixed to louvre frames for all windows.

1.4 FLOOR

- Remove and dispose all existing tiles.
- Supply and installation of 300x300 ceramic floor tiles
- Ensure to have a neat and quality finish.

1.5 INTERIOR WALLS

- Allow for 3 coats of paint to concrete wall. This will be for the west side section of the block. The paint color will be the color which is agreed by the contractor and the client.
- Allow for supply and install 300x300 ceramic tile to wall. The only section to be tiled is the east-side of the female block. It will be tile up to ceiling height.

1.6 EXTERIOR WALLS

- Allow for wash clean and repainting of exterior concrete wall surface. Three coats of paint (one undercoat & two coats of final paint work of the agreed colour).

1.7 ROOF STRUCTURE

1.7.1 TIMBER ROOF STRUCTURE & COVER

- Allow for demolition of existing roof structure to allow for the construction of a new roof structure. Refer to the design and drawings.
- Supply and install rafters for roof truss of150mm x 50mm Akwa hardwood Timber
- Supply and install 150mm x 50mm Akwa hardwood Timber for the Bottom Chord of the Roof Truss.
- Supply and install 1OOmm x 50mm Akwa hardwood Timber for the Vertical Brace of the Roof Truss.
- Supply and install 75mm x 50mm Akwa hardwood Timber for purlins.
- Supply and install facia board 200mm x 25mm.
- Supply and install barge board 200mm x 25mm.
- Supply and install double siscilation as required.
- Supply and Install bird net as required.
- Supply and Install 24G corrugated custom orb roof sheeting.
- Supply and install of barge roll.
- Supply and install strap Pryda bracing to support roof.

1.8 CEILING

- Supply and install new fibre cement material (4.5 mm) for ceiling.
- Supply and install 50x50mm Ceiling Noggings.
- Ensure to have 3 coats of paint job of the agreed color to the newly installed ceiling linings.
- Ensure to have a neat and quality finish.

1.9 EXTENTION TO FEMALE BLOCK

- Remove existing king posts and support beam.
- Allow for D12 Bars for the strip footing (400x200mm).
- Allow for D12 Starter Bars which will extend into the concrete hollow blocks.
- Allow for 6mm Stirrups for the strip footing.
- Allow for form work of the strip footing.
- Allow for concrete pouring to the strip footing and core fill to concrete hollow blocks
- Supply and install of CHB of 150x200x400mm for the western end & Northern end of the female block.

2. PLUMBING WORKS

2.1 TOILET

- Allow for the replacement of all toilet pans, cisterns for all toilet blocks.
- Allow for supply and installation of toilet paper holders for each toilet block.
- Allow for the replacement old waste pipes, junctions elbows and other connections.
- Supply and install of 4.5mm FC Boards for the partion walls of each toilet block.
- Ensure to have 3 coats of paint work the newly installed Partition Wall Linings.
- Construction of Wall frames for the Partition Walls.

2.2 HAND WASH BASIN

- Allow for demolition and disposal of existing concrete hand wash basin
- Supply and install of new Hand-wash basin.
- Supply and install of taps, S-trap and accessories with new ones.
- supply and install of piping and fitting to all and connect to septic where necessary
- Prepare and apply primer to all dressed hardwood timber, in window frames, door frames, newly installed doors, barge board & fascia board
- Allow for trays, paint Bruss, roller handles, rollers and turpentine

3.1 ELECTRICAL WORKS

Cables

- Supply and installation of main supply cable from the powerlines to the building
- Supply and install 1.5mm light cables to all lightings as required in the drawings and designs
- Supply and install power points cables as required in the drawings and designs

Conduits & Conduit Sleeves

- Allow for supply of conduits/corrugate with all complete fittings and accessories including sleeves where necessary

Earthing & Lightning Conductors

- Allow for installation of grounding system including earthing and lightning conductors, cables, test- clamps, earth electrodes, terminations and similar accessories

Power Points

- Allow for terminations to, switchgear, appliances and similar items including cable joints and smilar accessories
- Allow for conduit sleeves to walls and floors where appropriate complete with accessories
- Installations for lighting points including switches

Electrical Fittings (Switch, outlet, light and similar

- Supply and install 600mm fluorescent light fittings including accessories
- Security light weather proof for both ends of the building
- Allow to supply recommended lighting points including light switches

EQUIPMENTS AND PERSONNEL REQUIRED

All tools, equipment's and personnel to be provided by the contractor.

REPORTING REQUIREMENTS

The contractor(s) is/are expected to send a daily report on work progress to the PMU designated officers. The daily report should highlight progress of the work and any other information deemed as vital for the NHA/PMU's knowledge.

RESOURCES & EQUIPMENT

Provide description of all available equipment's under your control.

SKILLS & EXPERIENCE

Minimum requirements to meet qualifications,

- 5 years minimum experienced excavator operator.
- TIN Number. Must be legally registered.
- Experience of company with similar work.
- Schedule of Works-Proposed schedule to complete all works by the required completion date.
- Good working history with no background of non-compliance.

4. SITE MAPS AND DETAILS

SITE PHOTOS

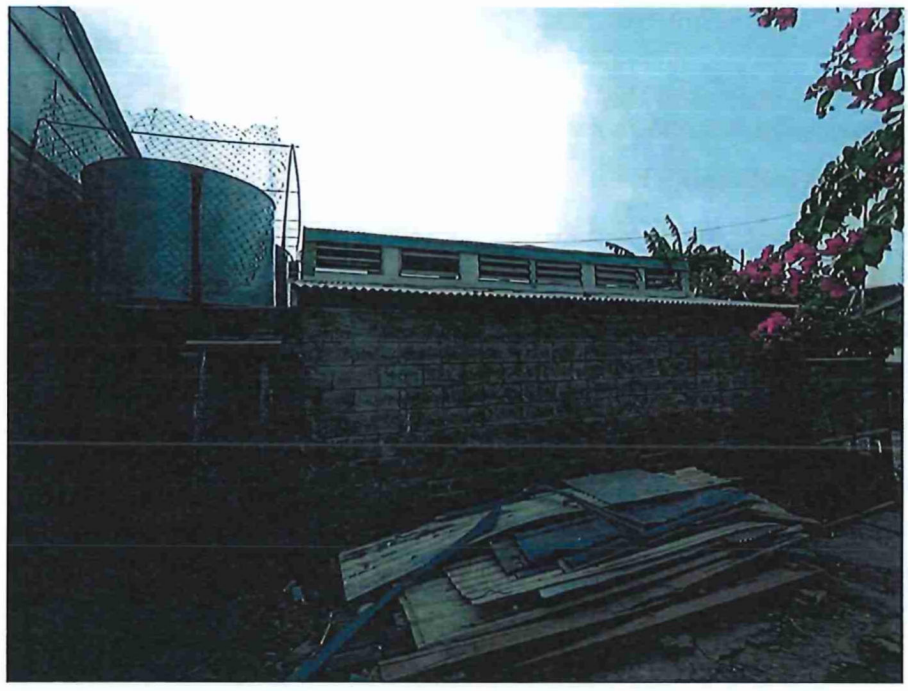

Figure 2: Perch Ablution Block_ Eastern End



Figure 3: The Male Urinal Blocks



Figure 4: Interior of the Male Ablution Block



Figure 5: The Female Ablution Block



Figure 6: The Interior of the Female Ablution Block

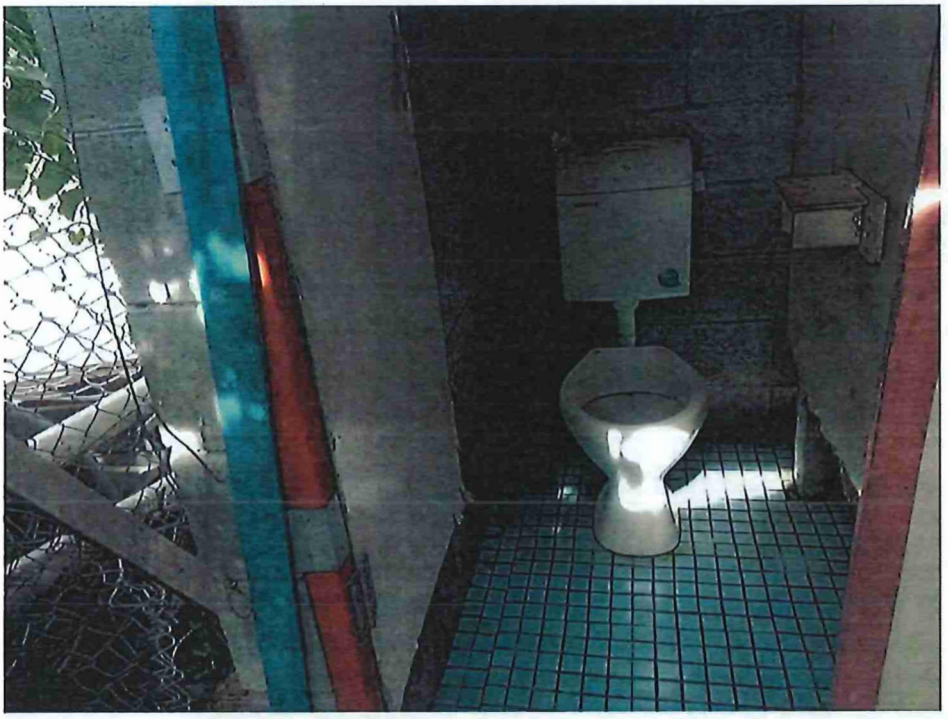

Figure 7: The existing condition of the Toilet Block

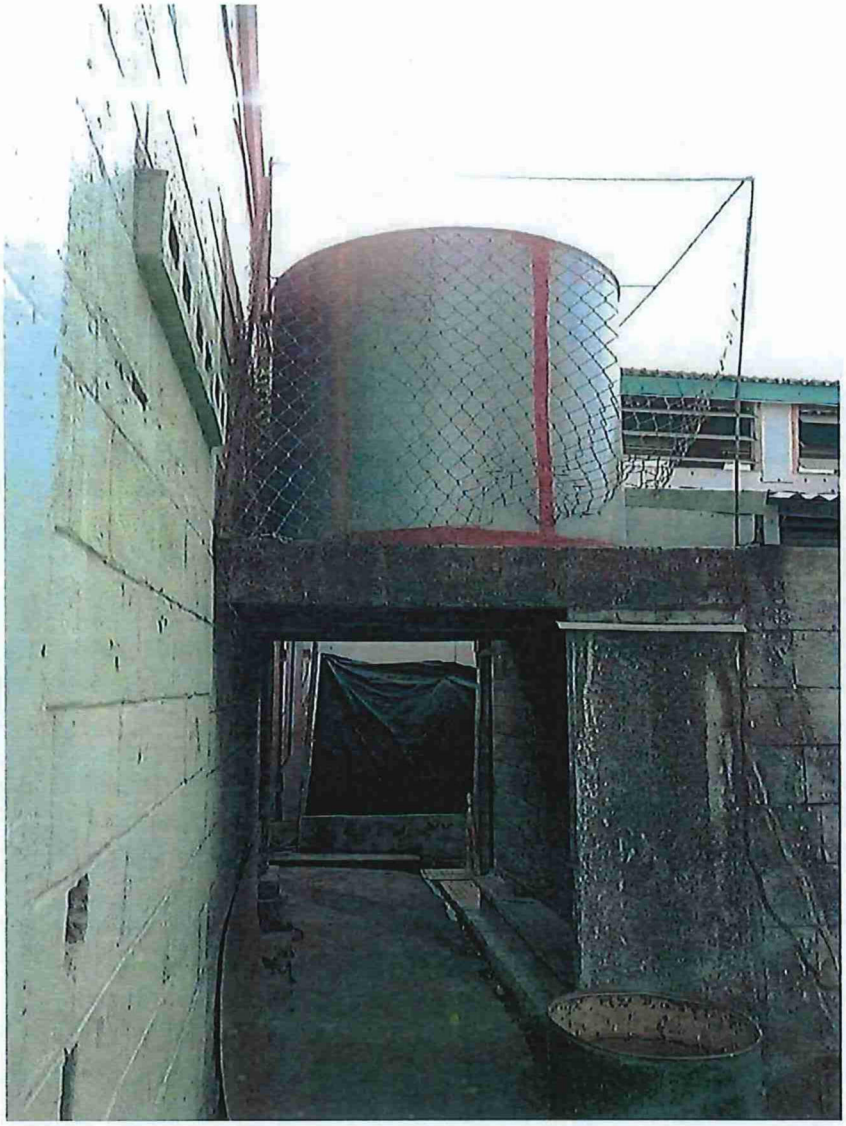

Figure 8: The Tank base which supports two water storage tanks

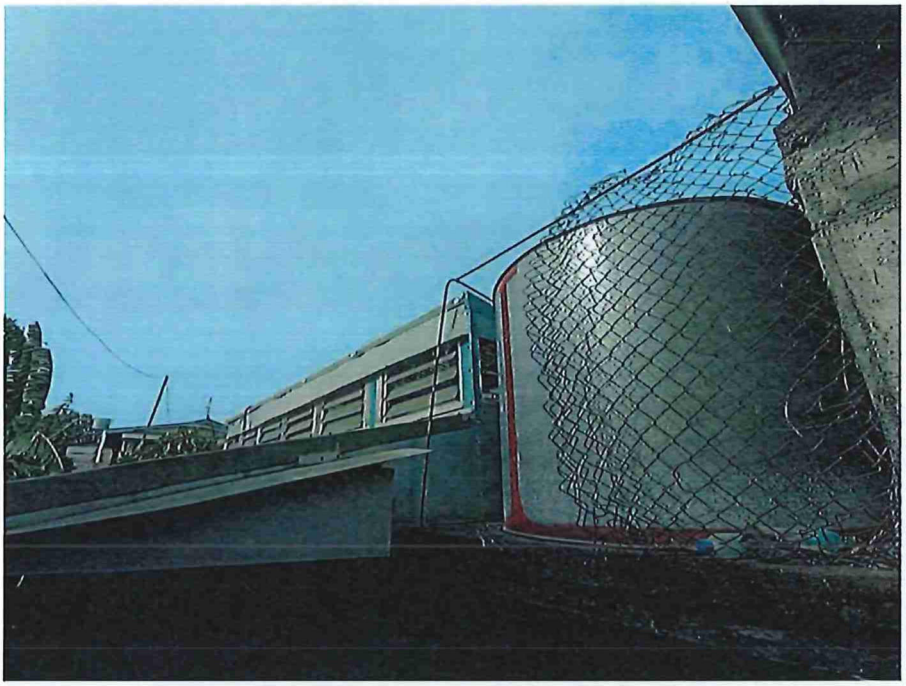

Figure 9: The existing roof structure

SECTION VI: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: CONTRACTOR'S PRICED BILL OF QUANTITIES

ANNEX III: CONTRACTOR'S INSURANCE CERTIFICATE

ANNEX IV: CONTRACTOR'S HONIARA CITY COUNCIL BUSINESS LICENSE

ANNEX V: CONTRACTOR'S COMPANY HAUS CERTIFICATE

ANNEX VI: CONTRACTOR'S INLAND REVENUE TAX CERTIFICATE

ANNEX VII: CONTRACTOR'S WORK SCHEDULE

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

C/-P.O. Box 2443
Honiara
Solomon Islands

Phone:
677 7702887

Facebook page:
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MEMORANDUM

To: Chairman, National Hosting Authority

Thru: Leeroy Bird, Executive Director, PMU

From: Enoch Mae Paekera, PMU

NHA Ref: **EMP -071123**

Date: Tuesday 07th November 2023

This should support the bid waiver to help us dump the games and leave a legacy for school students. It can also be used for public toilets for the event.

8/11/23

SUBJECT: REQUEST FOR BID WAIVER – PROPOSED RENOVATION WORKS AT PERCH CHRISTIAN SCHOOL ABLUTION BLOCK.

Dear ED,

I hereby request the approval for the renovation works at PERCH CHRISTIAN SCHOOL ABLUTION BLOCK.

With urgency to deliver the required facilities for the Pacific Games 2023, NHA-PMU is seeking the service of works of qualified contractors to do renovation works for the upgrade of the Ablution Block at Perch Christian School. The upgrade of this building is essential to our preparation towards delivering a successful game. This building will be first used during the games as one of the Public Ablution Block open for the General Public then can benefit the school afterwards.

Waiver is required to quickly identify contractors for the renovation works as required, however, while waiver of the tender process, collection of quotes was conducted were four contractors requested to submit their costings.

Attached are the following documents for your review and approval.

1. Bid waiver (tender process)
2. RFQ (Scope)
3. Bid costs from contractors
4. TEC Report

Considering this factor, NHA-PMU kindly request your approval to grant a bid waiver for the works to proceed.

Kind regards,

Enoch Mae Paekera
Project Manager
Project Management Unit – PMU

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FOR SECRETARIAT OFFICE USE ONLY

Approved	Not Approved
✓	

8/11/23

Signature Date

Jimmy Rodgers (SPM)
Chairman
National Hosting Authority

Cc. FC
Cc. CM

C/-P.O. Box 2443
Honiara
Solomon Islands

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Solomon Islands Government

Bid / Quotation Waiver

In some instances, it is recognised it may not be possible to observe the requirements of competitive quotations or tendering as is stipulated in the FIs, and in which case a **Bid Waiver Form** must be completed. This is prepared by the Division / Section making the purchase, and must be approved by the authority that would approve a purchase of that value (e.g. GTB for Bid Waivers on purchases over $1,000,000). The waiver will only be granted in circumstances where observing the normal requirements would result in detriment to the people or assets of the Solomon Islands, or where no benefit would be obtained by observing the requirements.

Example where are waiver would be granted include but would be limited to the below.

- In a declared emergency (e.g. SI at War, Emergency, Natural Disaster)
- There is a genuine market limitation on the number of suppliers.
- Equipment is specialized or technical in nature.

Description of Product / Service					
RENOVATION WORKS – PERCH CHRISTIAN SCHOOL ABLUTION BLOCK.					
REASON FOR REQUEST (Please Tick)					
Genuine Market Limitation		**Natural Disaster**		**SI at War**	
Public Emergency	✓	**Technical or Specialized Equipment**		**Other**	✓

Please summarise the reason for the request (you may attach further support if necessary)

NHA –PMU is in the process of construction and renovation works to upgrade existing public ablutions block in Honiara which can be accessed by the public during the two long weeks of games. One of the sites for identified is the Perch Christian School which is located near Tongs Hardware and opposite of the East-End of the Sports City.

However, NHA –PMU are facing time constraints that necessitate an urgent approach to this matter. The project scheduled to complete just before the opening ceremony of the games. With the time restrain, it is necessary to fast track the normal procedure that guides our tendering process.

Given these time constraints waiver is required to quickly identify contractors for the works as required, however, while waiver of the tender process, collection of quotes was conducted where four contractors requested to submit their costings.

NHA –PMU (TEC) hereby recommends **Premiere Group of Companies Limited**
for the renovation works at PERCH CHRISTIAN SCHOOL for the bid price of **$532,270.34**

NHA –PMU had proven these companies have the experience, equipment, expertise and professionalism to deliver the works with highest standards, on time and within budget.

Requested by: Division / Section	**Signed:** ..... **Date:** 08/11/23
Project Management Unit (GFC)	**Leeroy Bird**
	Post: Executive Director (PMU)
Approved by: Accounting Officer	**Signed:** **Date:** 09/11/23
	Christian Nieng **Executive Director** **National Hosting Authority**

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 1223/23

DEPARTMENT: PMU.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Approval of Variation payment NO.1 for additional works at Perch Christian school Abluthan Block.	Premiere Construction Civil & Earthworks & Project Mangement LTD.	—	$40,794.64
				TOTALS	$ 40,794.64

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $40,794.64 Date: 18/12/23

Requisition Officer (Name): Soleana Cagaha Sign:

Account Code: 6-2717

Account Name: Other Local Other Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy Bird Sign:

Post: Executive Director

Department: CFC-PMU.

Authority is granted for expenditure not exceeding:

SBD$ 40,794.64

Signed:

Name:

Note: Authority for expenditure must be given by accounting officer or his/her deligated

Threshold Checklist

Payment requires one quote (10,000 below)	
Payment requires three quotes ($10,000.00 above)	
Is it a ITB Contract Payment	
Is it a GTB Contract Payment	
Payment is a Bid Waiver	

Compliance Check by: Signature

Name: Truman. B Date: 20/12/23

Position: C-PO

Copy 1 White NHA Finance
Copy 2 Pink Compliance Department
Copy 3 Yellow Requesting Department

C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST
(For payment of contracts over $100,000)

This checklist is to be submitted along with contracts payments for works, goods and services

Required documents Prepared by Committee/Department	FI Ref	Committee	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓		
Draft Contract **(not yet signed by Supplier)**	P7 10.1	✓		
Tender Award by ITB/GTB	P7 10.1	✓		
PR signed by requisition officer		✓		
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Progress Report of works/Photos etc		N/A		
Completion report if goods/services and works have been completed	VO 1 comp. Report	✓		
Other reports if any (goods and services)		✓		
Payment certificate from Engineer matching amount in Requisition		✓		
Invoice from Contractor matching amount in requisition		✓		
Compliance checks required and done by Procurement				
Contract form approved and Signed by Chairman/EDs	P7 27.2		✓	
PR has been signed by authorized person (and not approving payment to themselves)	P7 44		✓	
Check amount on PR matches the signed contract			✓	
Account code used is correct	P7 38.5(e)		✓	
Name on PR matches signed contract	P7 38.5(e)		✓	
Check price and rates are reasonable	P7 43.2(b)		✓	
Data entry checks for PV and Cheque payments done by Finance Department				
Amount entered in AX matches Requisition				✓
Account code in AX matches Requisition				✓
Vendor name in AX matches Requisition				✓
Item code and Units entered (e.g. box, each) correctly				✓
Description has enough detail				✓
Check dates on future instalments entered correctly				
Budget OK				✓

copy of signed

See attached Approvals

Note: If any of the above is not able to be certified please include an explanation of why. This will speed up the compliance process.

Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

Procurement section Compliance performed by:

Signed: _____

Name and Position: Tumeau. Bvirl C.P

Date: 20/12/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: N. Vuplan

Date: 23/12/23

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

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Solomon Islands

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677 7702887

Facebook page:
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MEMORANDUM

To: Executive Director, NHA

Thru: Executive Director, PMU ..... Date: 19/12/23

From: Enoch Mae Paekera
Project Management Units,
NHA

NHA Ref: **EMP-181223**

Date: 18th December 2023

SUBJECT: Approval of Variation Payment N0.1 For Additional Works at Perch Christian School Ablution Block

Dear ED,

Premiere Construction, Civil & Earthworks and Project Management Ltd has worked on additional works at Perch Christian School Ablution Block due to poor workmanship of the previous contractor who constructed the building.

- The existing reinforced concrete slab has been poorly constructed thus when the contractor is removing the existing floor tiles it can be seen that the slab is not constructed to the standard thickness thus ground soil is exposed. This leaves an uneven surface to all of the ablution block floor area.
- In addition to that, when the existing slab is demolished, the contractor uncovered that the internal wall sits barely on the ground surface without any proper footing. This is poor workmanship from the previous contractor who built the building.
- Therefore, considering the safety of the building, as the project engineer, I advised the contractor to construct a new base strip footing to support the existing wall. The contractor has already demolished the whole existing slab area to allow for the reconstruction of a new slab for both the Male and Female Block. Also, the new strip footing has been constructed to support the existing internal wall. These works are all additional as it is not included in the original scope of works. The final additional works is the plastering of both internal and external walls of the building

To date Premiere Construction, Civil & Earthworks and Project Management Ltd have completed all works mentioned above. As Project Engineer I went on site and have confirmed that all works has been completed. I therefore request your approval for the above payment to be made to the contractor. Kindly find attached invoice from **Premiere Construction, Civil & Earthworks and Project Management Ltd**.

PAYABLE AMOUNT: $ 40,794.64
PAYABLE TO: Premiere Construction, Civil & Earthworks and Project Management Ltd

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

Thank you for your understanding.

Kind regards,

Enoch Mae Paekera
Project Manager
Project Management Unit
National Hosting Authority

C/-P.O. Box 2443
Honiara
Solomon Islands

Phone:
677 7702887

Facebook page:
Sol2023 XVII Pacific Games

P.O. BOX 2443 Sea King Restaurant Building, Honiara, Solomon Islands

COMPLETION PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Variation Payment 1 - Payment shall be made upon Completion of all Works		
Project Name:	Additional Works for the Renovation Works at Perch Christian School Ablution Block		
Contractor:	Premiere Construction, Civil & Earthworks and Project Management Ltd		
Project Manager	Enoch Mae Paekera	**Certificate:**	VP-01
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	18-Dec-23
		Date Issued for payment:	19-Dec-23
		Contract No:	N/A

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 532,270.34		
1	Progress claim 1 - 50%	$ 266,135.17	$ 266,135.17	Paid
2	Progress claim 2- 40%	$ 212,908.14	$ 212,908.14	Paid
3	Varaition Claim -1	$ 40,794.64	$ 40,794.64	This Claim
3	**Progress Claim to date**	**$ 519,837.95**		
4	**Original Contract Value**	**$ 532,270.34**		
5	**Total Adjusted Contract Value**	**$ 573,064.98**		
6	**Balance of Contract Payment**	**$ 53,227.03**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 40,794.64	
	Retention-Purchaser retains 5% of this payment pursuant to clause	$ -	
	With-Holding Tax (7.5%)	$ -	
	Amount payable for this claim after Retention & tax	**$ 40,794.64**	

Payment is certified as conform to payments terms and conditions as stated in SECTION IV: PAYMENT SCHEDULE of the Contract for the Renovation Works for Perch Christian School Ablution Block

Payment is hereby certified: ..... *Enoch Mae Paekera (Project Manager)* 18/12/2023 *Date*

Complianced and approved by: ..... *Soleana Gagahe (Contract Administrator)* 18/12/23 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU* 19/12/23 *Date*

On presentation of this original to the Employer, the Contractor is entitled to payment within the period stated in the Agreement: Article 10.

Trading as
Premiere Construction, Civil, Earthworks & Consulting
PO Box 571, Honiara, Solomon Islands

INVOICE

Invoice no.PCCE003
Invoice Date: 18th December 2023

Account payable by: National Hosting Authority
Sea King Building
Honiara.

Description: PERCH SCHOOL ABLUTION BLOCK REFURBISHMENT - VARIATION COST

Variation	$40, 794. 64
Total owing Premiere Construction, Civil Earthworks	**$40 ,794.64**

HOW TO PAY: BSP ACC# 2000865077
Details Contact: 7707440

Thank you for doing Business with us

18th December 2023
PERCH CHRISTIAN SCHOOL RENOVATION WORKS_ DEC 2023_PM COMPLETION REPORT. dox

NHA Ref: EMP-181223

NHA Secretariat
National Hosting Authority
Old Sea King Building, Point Cruz, Honiara, Guadalcanal
SOLOMON ISLANDS

To whom it may concern,

PROJECT: PERCH CHRISTIAN SCHOOL ABLUTION BLOCK
SUBJECT: COMPLETION REPORT_VARIATION FOR RENOVATION WORKS AT PERCH CHRISTIAN SCHOOL ABLUTION BLOCK
CONTRACTOR: PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD

1 INTRODUCTION

1.1 Solomon Islands for the first time of its history will host the South Pacific Games which now called the Pacific Games comes this November 2023. The National Hosting Authority is working closely with responsible authorities to like Honiara City Council, the schools and other organizations to make sure all aspects of the game are fully met and prepared before welcoming our pacific neighbours to our shores.

1.2 One of the aspects of the preparation is the provision of public ablution blocks which can be accessed by the public during the two long weeks of games. The NHA is upgrading existing facilities to cater for this need. One of the sites for identified is the Perch Christian School which is located near Tongs Hardware and opposite of the East-End of the Sports City.

1.3 This is a completion report on the additional works done by Pemiere Construction, Civil & R Earth Works and Project Management at Perch Christian School Ablution Block.

2 PROGRESS

2.1 The contract agreement between the National Hosting Authority and **PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD** was signed on the 13th of November for the Renovation Works for Perch Christian School Ablution Block.

2.2 The existing reinforced concrete slab has been poorly constructed thus when the contractor is removing the existing floor tiles it can be seen that the slab is not constructed to the standard thickness thus ground soil is exposed. This leaves an uneven surface to all of the ablution block floor area.

2.3 In addition to that, when the existing slab is demolished, the contractor uncovered that the internal wall sits barely on the ground surface without any proper footing. This is poor workmanship from the previous contractor who built the building.

2.4 Therefore, considering the safety of the building, as the project engineer, I advised the contractor to construct a new base strip footing to support the existing wall. The contractor has already demolished the whole existing slab area to allow for the reconstruction of a new slab for both the Male and Female Block. Also, the new strip footing has been constructed to support the existing internal wall. These works are all additional as it is not included in the original scope of works. The final additional works is the plastering of both internal and external walls of the building.

2.5 To date all the works mentioned above is now complete. As Project Engineer, I have visited the site and confirmed that all works are now completed. The contractor is now eligible to receive the payment for the additional works done at Perch Christian School Ablution Block.

3 FINANCIAL REPORT

3.1 The contract value for the Renovation Works for Perch Christian School Ablution Block totals up to the amount of **SBD$ Five Hundred Thirty-Two Thousand Two Hundred Seventy Dollars and Thirty-Four Cents (SBD$ 532,270.34).**

3.2 This claim is for the Variation 01 to the Contract (Variation Payment No.1). Variation Payment No.1 Payment shall be made upon Completion of all Additional Works. It totals up to **SBD$ Forty Thousand Seven Hundred Ninety-Four Dollars and Sixty-Four Cents (SBD$ 40,794.64).** See attached invoice as provided by PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD.

4 PHOTOS

Please see enclosed PERCH CHRISTIAN SCHOOL RENOVATION WORKS_DEC 2023– ATTACHMENT A_PHOTOS for photos of works that was carried out by PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD.

5 CONCLUSION

5.1 The contractor has now completed all additional works at Perch Christian School Ablution Block.

5.2 The contractor is now eligible to receive the payment for the Additional Works they performed at Perch Christian School Ablution Block.

Yours faithfully,



Enoch Mae Paekera
Project Management
Project Management Unit
Games Facilities Committee
National Hosting Authority
7702887

ENCLOSED:

PERCH CHRISTIAN SCHOOL ABLUTION BLOCK_DEC 2023- ATTACHMENT A_ PHOTOS

ATTACHMENT A – PHOTOS

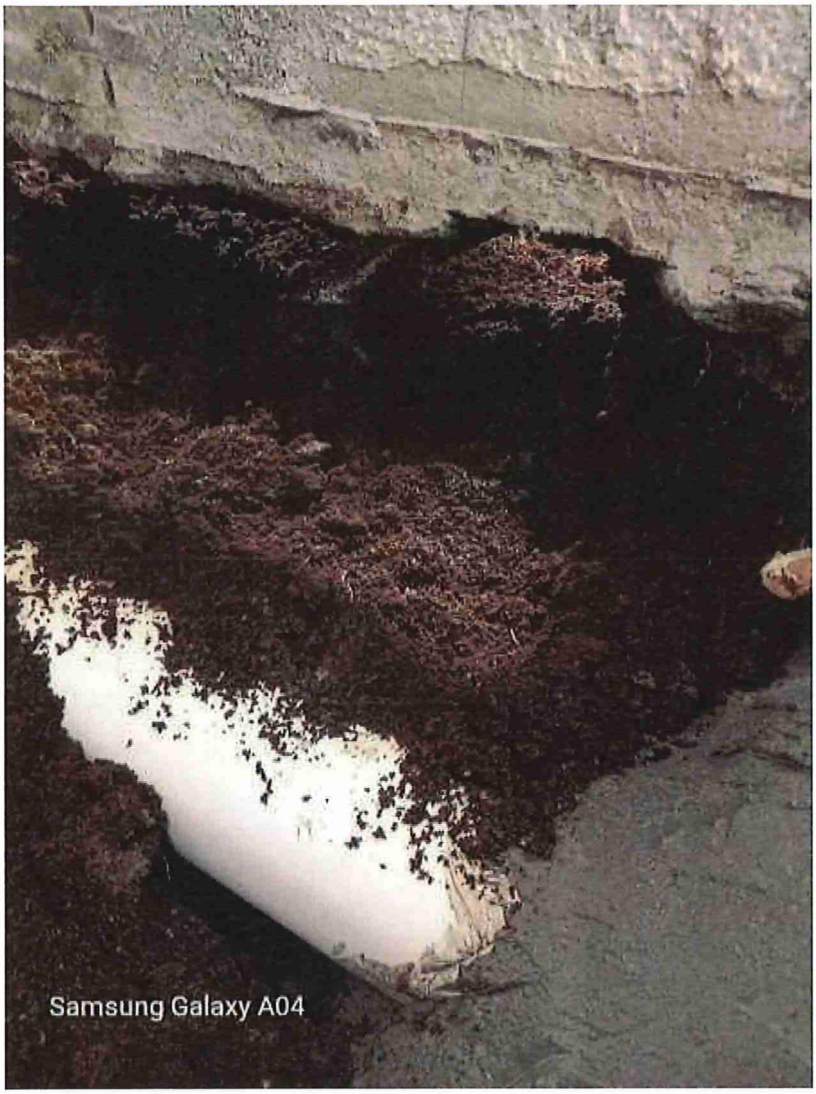


Figure 1: Internal Concrete Block Wall sits barely on the in-situ soil. No Footing to support the wall



Figure 2: Existing Concrete Slab. Tiles were removed and some spots the ground are exposed (female block)

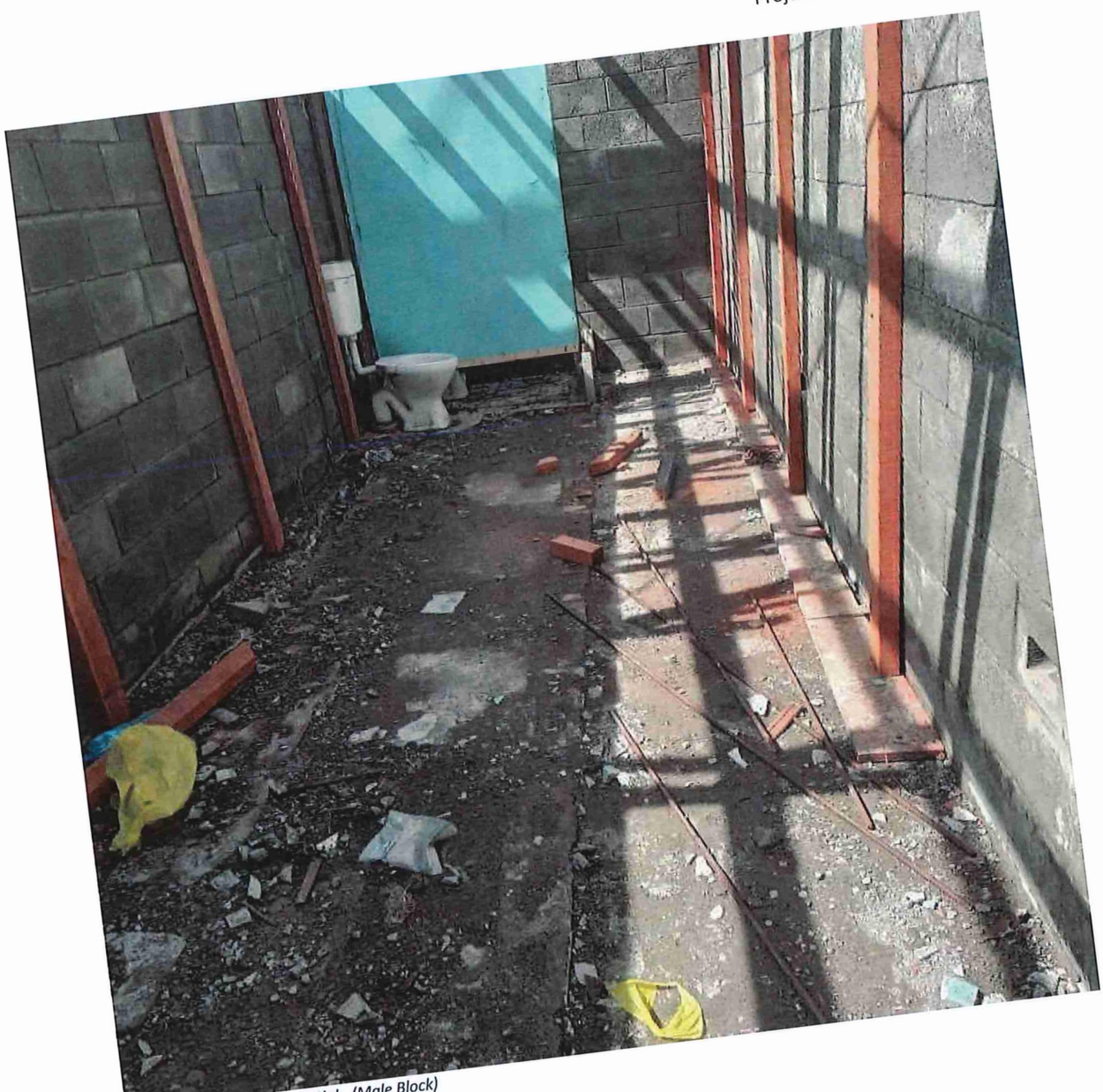


Figure 3: Existing Concrete Slab. (Male Block)

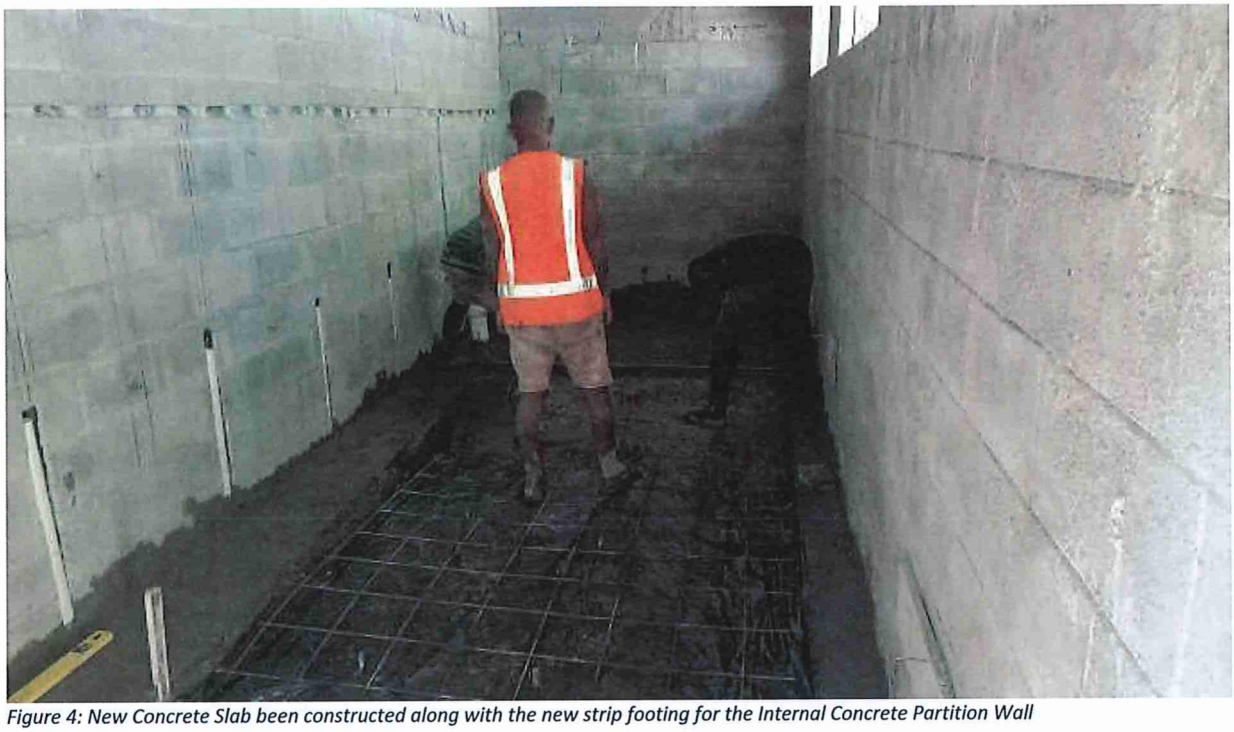


Figure 4: New Concrete Slab been constructed along with the new strip footing for the Internal Concrete Partition Wall

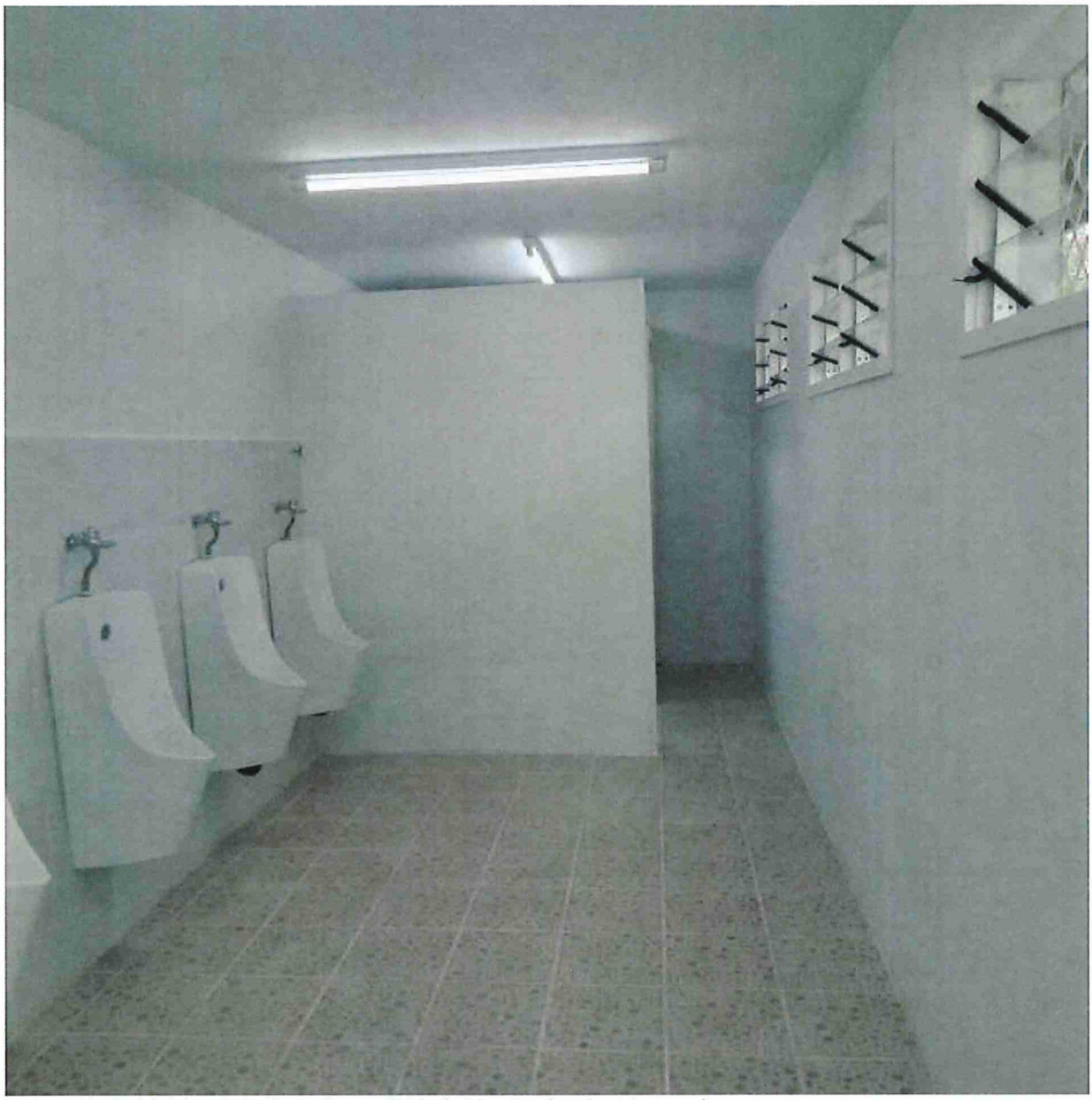


Figure 5: Newly slab being tiled. Also, walls were finished with paint after plastering complete

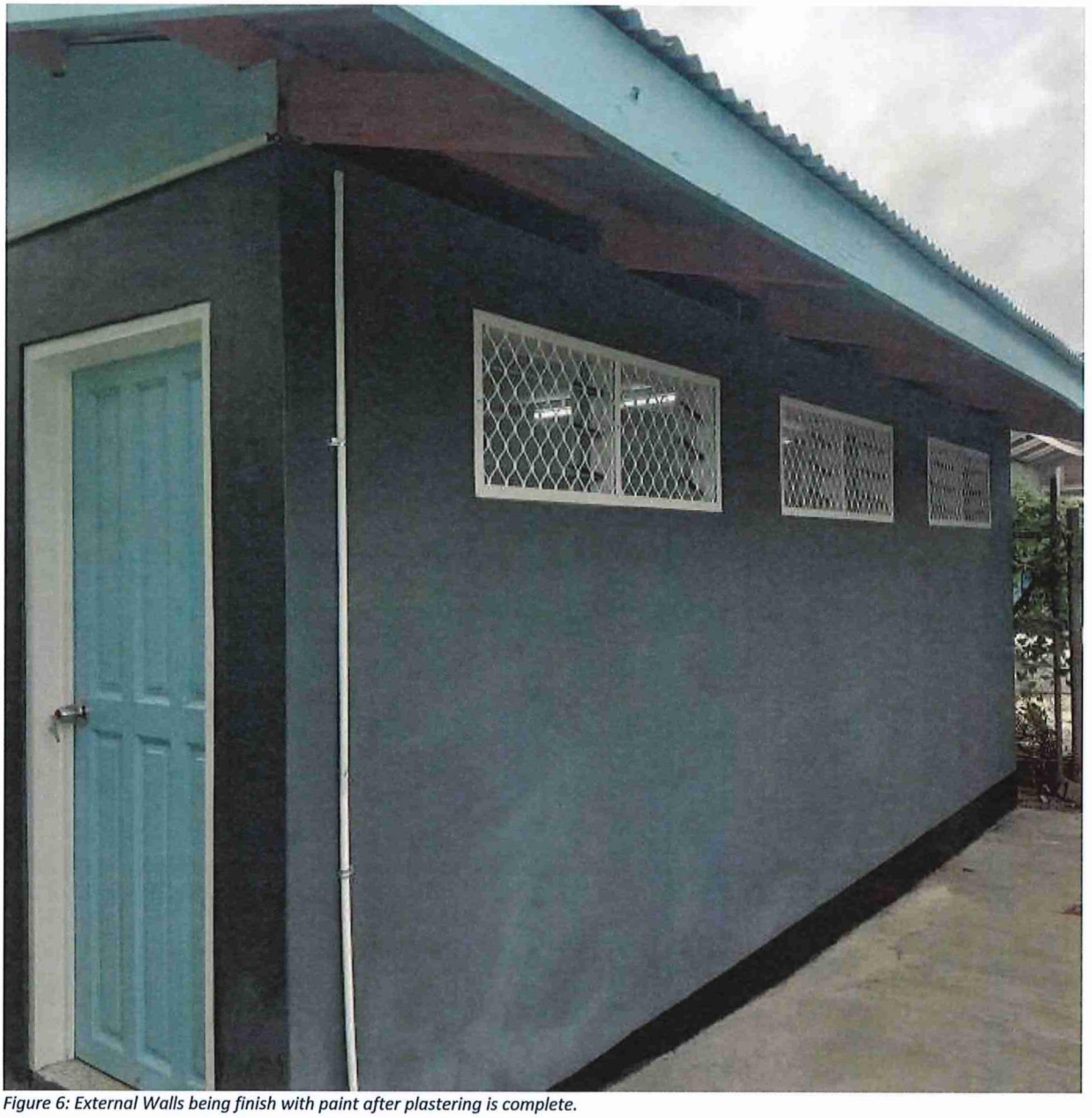


Figure 6: External Walls being finish with paint after plastering is complete.

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

Our ref: 24/11/23

24/11/ 2023

REQUEST FOR VARIATION

To: Christian Nieng ……Date: 24/11/23
Executive Director/Chair-ITB
Secretariat/ NHA

Thru: Leeroy Bird
Executive Director-PMU
Secretary GTB/ITB

Dear ED NHA,

SUBJECT: REQUEST APPROVAL TO PAY PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD FOR THE CONSTRUCTION OF STRIP FOOTING & RE-CONSTRUCTION OF FLOOR SLAB TO FEMALE & MALE ABLUTION BLOCK AT PERCH CHRISTIAN SCHOOL (ADDITIONAL WORKS) - SUM OF $40,794.64.

I refer to the above, this request is made pursuant to the contract between National Hosting Authority and Premiere Construction, Civil & Earthworks and Project Management Ltd ***Special Conditions of Contract 'Prices' (referenced GCC Article 9.2)*** which states that

"Variations of the Contract price may be granted by the employer provided the request for variation is made prior to the work being undertaken, and the variation is assessed by the Employer to be necessary and the price quoted is reasonable."

We've verified the RFI for variations and had agreed that suppliers had supplied additional materials thus affected change in contract adjusted value. The variation request had been because of the following reasons.

1. *Additional Scope of Works*

The summary cost is shown in table below:

Contract Name:	Renovation Works for Perch Christian School Ablution Block
Contract Amount	$532,270.34
Variation Claim	$40,794.64
Contract Price Adjustment	$ 573,064.98

Attached are the following documents for your approval.

1. **Request Variation letter**
2. **Variation Order**
3. **Other Documents/Deliveries & dockets**

In compliance with the SIG financial and PCAM2013 regulations, the following instructions guide the issuance of variations as requested.

A) Procurement and Contract Administration Manual 2013.

Refer Chapter and clauses 1: Chapter 6-Clause 6.1-Paragraph 2

Contract Variations totalling more than 10% of the original approved contract value need to be approved by the Tender Board that approved the original contract award. The same contract signing delegations outlined in Section 4.11 will apply as with the signing of the original contract.

B) Financial Instructions 2010- Chapter 7- P29-clause 29.3

Refer Chapter and clauses 1: Chapter 6-Clause 6.1-Paragraph 2

A Tender Board must approve contract variation orders for more than 10 percent of the original approved contract value. Any increase in Contract value of more than 10 percent requires a journal entry to increase the original Local Purchase Order issued for the contract; and adjust the amounts of any retention and security deposits.

Approval requested is in lieu of the following instructions.

The compliance team after review of the submitted documents agreed that the request made by PMU is in compliant with the waiver process stipulated in the PCAM 2013 Chapter 2 (2.7) as well as approval by the NHA board with waiver of threshold instruction granted by MoFT as follows.

a. *Pursuant to the Decision of the NHA Board taken at its meeting on 23rd March 2023, authorizing the expenditure level that can be approved by the NHA Chair of up to $8 million dollars per procurement/tender.*

b. *The new threshold issued by the Minister of Finance in accordance with the Cabinet endorsed paper 2023.*

Your approval is hereby sought to proceed with this Variation Claim.

Thank you for your understanding.

Regards



Peter Himane
Compliance Manager
Compliance Unit
National Hosting Authority

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

C/-P.O. Box 2443
Honiara
Solomon Islands

Phone:
677 7702887

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

24/11/23

To: Executive Director, NHA

Thru: Executive Director, PMU ..... Date: 24/11/23

From: Enoch Mae Paekera
Project Management Units,
NHA

NHA Ref: **EMP-241123**

Date: 24th NOVEMBER 2023

SUBJECT: APPROVAL FOR THE VARIATION FOR CONSTRUCTION OF STRIP FOOTING AND RE-CONSTRUCTION OF FLOOR SLAB TO BOTH FEMALE & MALE ABLUTION BLOCK AT PERCH CHRISTIAN SCHOOL

Dear ED,

The existing reinforced concrete slab has been poorly constructed thus when the contractor is removing the existing floor tiles it can be seen that the slab is not constructed to the standard thickness thus ground soil is exposed. This leaves an uneven surface to all of the ablution block floor area.
In addition to that, when the existing slab is demolished, the contractor uncovered that the internal wall sits barely on the ground surface without any proper footing. This is poor workmanship from the previous contractor who built the building. Considering the safety of the building, as the project engineer, I propose construction of new strip footing to support the structure. This however will be an additional work and thus needed variation approval.
The above mentioned issues are crucial to both the functionality and integrity of the structure; Thus work can only progress if these issues are given approval.

These works are all additional as it is not included in the original scope of works.
Premiere Construction, Civil & Earthworks and Project Management Ltd is the contractor engaged by NHA to conduct the renovation works at Perch Christian School.
I therefore request your approval for the variation for the additional works for "**Premiere Construction, Civil & Earthworks and Project Management Ltd**" who is still has an existing contract with NHA.to undertake the additional works.
AMOUNT: $ 40,794.64
CONTRACTOR: Premiere Construction, Civil & Earthworks and Project Management Ltd

Thank you for your understanding.
Kind regards,

Enoch Mae Paekera
Project Manager

Project Management Unit
Games Facilities Committee

REQUEST FOR VARIATION APPROVAL

VARIATION (VO-1) FOR RE-CONSTRUCTION OF SLAB OF BOTH FEMALE & MALE ABLUTION BLOCK AND ADDITIONAL FINISHING WORKS AT PERCH CHRISTIAN SCHOOL

Request Letter for Executive Director's Approval

NHA Ref: **EMP-241123**

Date: **24/11/2023**

PACIFIC GAMES
SOLOMON ISLANDS

To: **Executive Director**
Project Management Unit
National Hosting Authority

Attention: **Executive Director**
National Hosting Authority

Date:24/11/2023

Dear ED,

SUBJECT: REQUEST FOR APPROVAL FOR RE-CONSTRUCTION OF SLAB OF BOTH FEMALE & MALE ABLUTION BLOCK AND ADDITIONAL FINISHING WORKS AT PERCH CHRISTIAN SCHOOL

I hereby refer to the above subject made in Pursuant to **SIG/PCAM 2013-*SECTION 6: CONTRACT ADMINISTRATION*** and ***sub-clause 6.1- Contract Variations*, *paragraph 1*** which states "*Variations may only be approved if quantities or the scope of works are increased at the Purchaser's request.*"

The variation claim is for;

1. To construct new strip footing to the concerned new ablution structure

2. To construct new floor slab of an area of 37 m^2 for both Male and Female Ablution Block. The additional works include the re-construction of concrete slab constructed to the same level of the newly constructed concrete slab of the ablution block.

The existing reinforced concrete slab has been poorly constructed thus when the contractor (was carrying out scoped tiling works, the floor slab was also damaged as it was not of standard design.) is removing the existing floor tiles it can be seen that the slab was not constructed to the standard thickness thus ground soil is exposed. This leaves an uneven surface to both ablution block floor area.

In addition to that, when the existing slab is demolished, the contractor uncovered that the internal wall sits barely on the ground surface without any proper footing. This is poor workmanship from the previous contractor who built the building. Considering the safety of the building, as the project engineer, I propose construction of new strip footing to support the structure. This however will be an additional work and thus needed variation approval.

The above mentioned issues are crucial to both the functionality and integrity of the structure; Thus work can only progress if these issues are given approval.

All additional works is recommended to be conducted by Premiere Construction, Civil & Earthworks and Project Management Ltd as they have an existing Contract with NHA for the

Renovation Works for Perch Christian School Ablution Block. Your perusal and approval are hereby sought for the above request. Attached is the variation order for your review. Thank you for your understanding,

Sincerely,

Enoch Mae Paekera
Project Manager
Project Management Unit

CC: Executive Director – NHA
Contract Manager – Project Management Unit

Works are deemed necessary as the building will be used by school children after the Games. Therefore, conformity to standards of OHS is critical.

VARIATION ORDER FORM

CONTRACT SUMMARY INFORMATION			
Contract No:		**Variation Order No:**	No.1
Contract Name:	FOR RE-CONSTRUCTION OF SLAB OF BOTH FEMALE & MALE ABLUTION BLOCK AND ADDITIONAL FINISHING WORKS AT PERCH CHRISTIAN SCHOOL		
Variation Order description:	Variation for re-construction of slab of both female & male ablution block and additional finishing works at perch Christian school		

Requested by the Engineer / Employer on:	24/11/2023

REASON(S) FOR VARIATION:

1.	**Reason for Variation:**	Additional Work	✓	Design Change	
		Specification Change		Provisional Item	
		Prime Cost Item		Omitted Work	
2.	How will this variation affect the contract period? :		Increase original cost of Contract only		

THE ABOVE WILL NECESSITATE THE FOLLOWING:

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Demolition of existing slab	Ls	1	$4,000.00	$4,000.00
2	Allow for construction of formwork to prepare for the concrete pouring of the new slab	Ls	1	$1,500.00	$1,500.00
3	Supply and install of new F62 Mesh for the new slab	No	2	$800.00	$1,600.00
4	Supply and install membrane	Sq.m	37	$20.00	$740.00
5	Allow for Concrete Pouring of 25Mpa Concrete for new slab (both male and female block)	Cu.m	3	$1,800.00	$5,400.00
6	Supply and install of 600*200mm strip footing to support the centre wall of the building	Ls	1	$2,500.00	$2,500.00
7	Supply and install 12mm steel rod connected to both sides of internal walls	M	46	$15.00	$690.00
8	Supply of tie wire	Kg	3	$30.00	$90.00
9	Supply 50mm thick sand blinding	Cu.m	2	$400.00	$800.00

10	Demolition for external foot path slab	Ls	1	$3,500.00	$3,500.00
11	Allow for Concrete Pouring of 25Mpa Concrete for new slab (7.8X2,7X100mm floor slab	Cu.m	2	$1,800.00	$3,600.00
12	Allow 12mm for plastering external and internal walls	Sq.m	123	$30.00	$3,690.00
A	**TOTAL MATERIAL COST**				**$28,110.00**
B	**LABOUR (30%)**				$8,433.00
C	**TRANSPORTATION (5%)**				$1,405.50
D	**SUB-TOTAL**				**$37,948.50**
E	**TAX (7.5%)**				$2,846.14
	TOTAL LUMP SUM				**$40,794.64**

NEW RATES:

The value of the variations is calculated according to the contractor's rate..

ADDITIONAL EXPENDITURE:

Estimated additional expenditure :	$40,794.64	
CPA (Contract price Adjustment) :	$592,804.94	

The above rates are valid at base date for the purposes of contract price adjustment.

Summary of Variation Order and Claims is attached.

For approval of this Variation Order Form, the parties' representatives signed hereby;

Variation recommendation by: (to be requested by Project Manager and signed by Contractor)

Issued by; Enoch Mae Paekera **Project Manager, PMU**	Signed:..... Date:24/..11.../2023	**Accepted by; Julie Haro** **Managing Director,** Premiere Construction, Civil & Earthworks and Project Management Ltd **(Supplier)**	Signed:..... Date:24/..11.../2023

Endorsement by: (this endorsement shall be submitted for final approval by Authorizing Officer or relevant Tender Boards)

Name: Soleana Gagahe **Contracts Manager** **Project Management Unit**	Signed:..... Date:24/..11.../2023	**Name: Leeroy Bird** **Executive Director** **Project Management Unit**	Signed:..... Date:24/..11.../2023

BOARD REPRESENTATIVES' APPROVAL

Endorsement by: (this endorsement shall be submitted for final approval by Authorizing Officer or relevant Tender Boards) - PCAM 2023 Section 6 – Contract Variations

Name: Christian Nieng **ED/ ITB Chair** **National Hosting Authority**	Signed:..... Date:4/..11.../2023

GAMES FACILITIES COMMITTEE
PROJECT MANAGEMENT UNIT

Date: 24/11/2023

VARIATION REQUESTS FOR PERCH SCHOOL ABLUTION
REQUESTED BY: ENOCH MAE PAEKERA
SITE: PERCH SCHOOL

1. VARIATION REQUEST 1.

BUILDING NAME: Perch School Ablution
Plumbing Contractor: **Premiere Construction, Civil & Earthworks and Project Management Ltd**
Variation No. Variation 01

1.1. Issue:

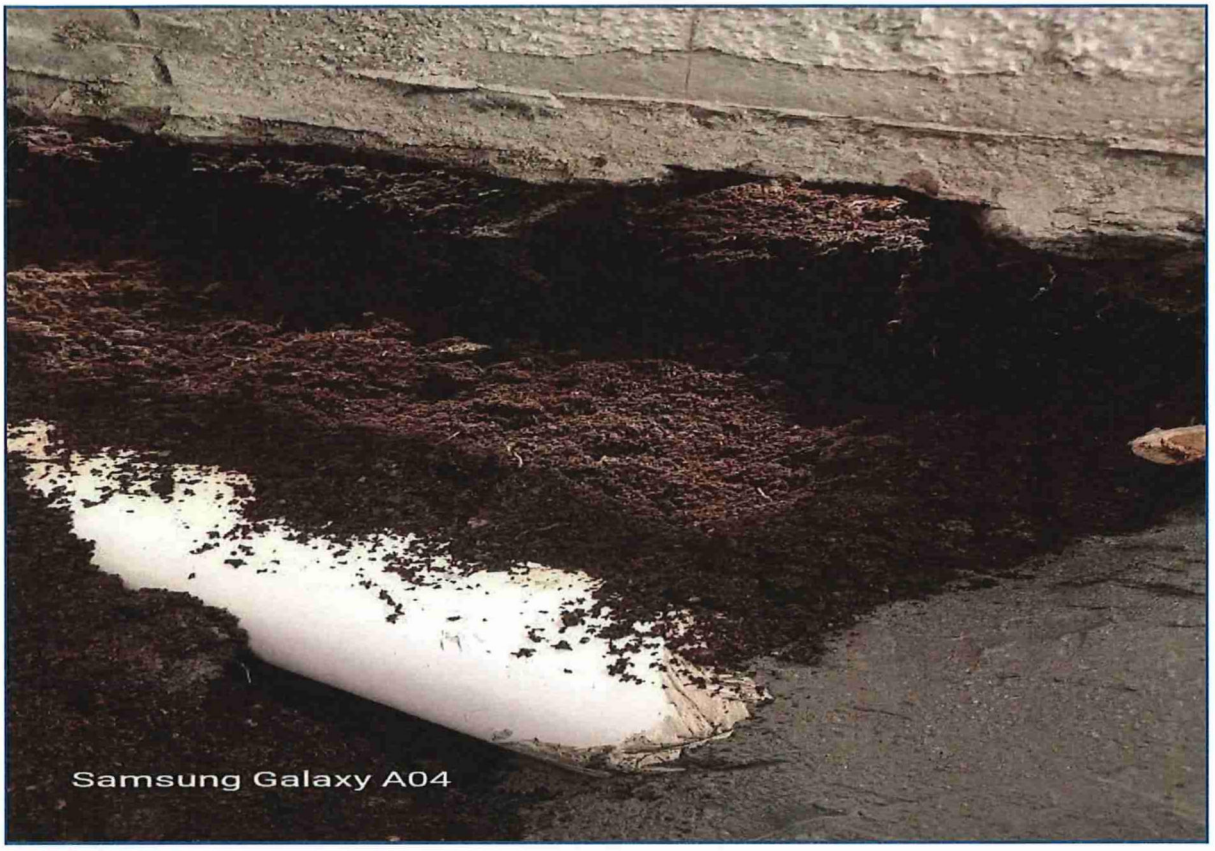
1.1.1. The existing structure does not have a proper footing. The walls brick linings were just seated on bare ground surface. This issue was not discovered during the scoping, as it was covered by yet another floor slab that is not of standard.

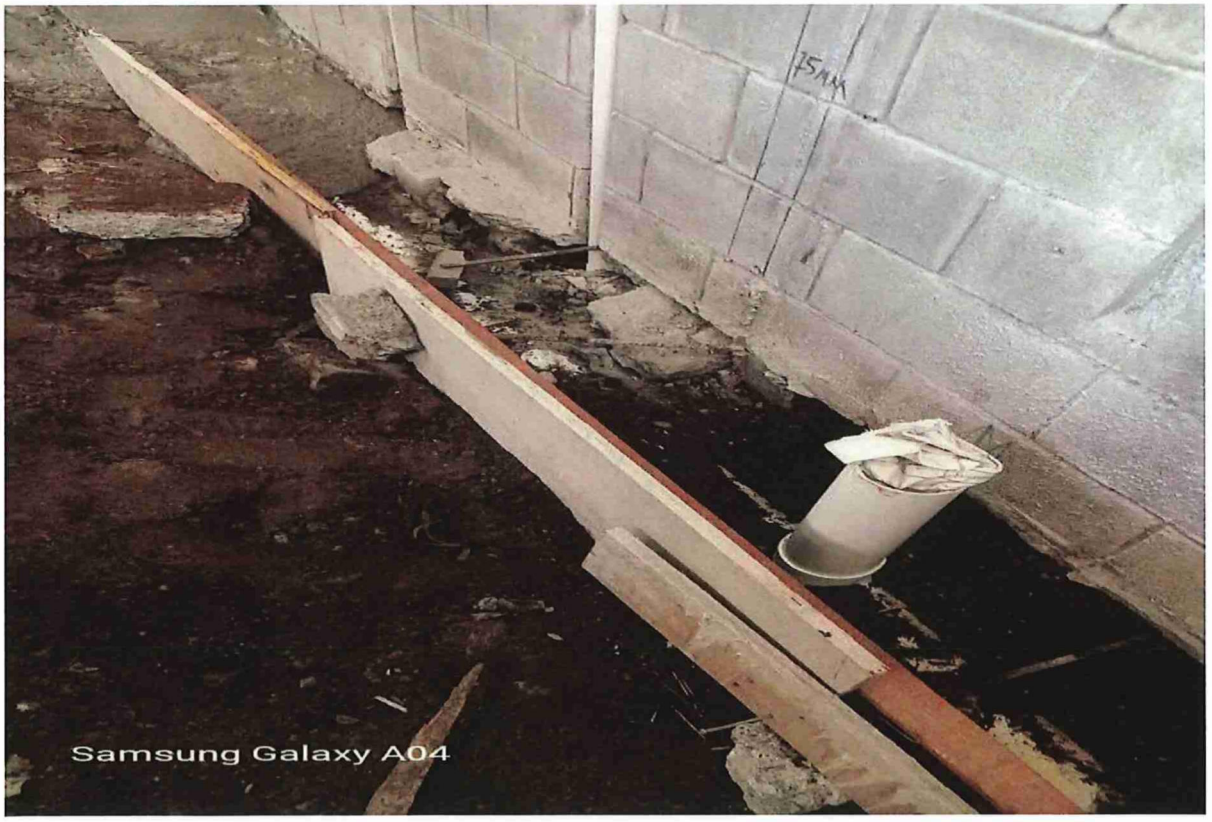
1.1.2. Existing floor slab to both student male and female ablutions were not of standard specification. As such, both floor slabs cracked off, as the contractors was carrying out tiling scoped works.

1.2. Proposed Solutions:

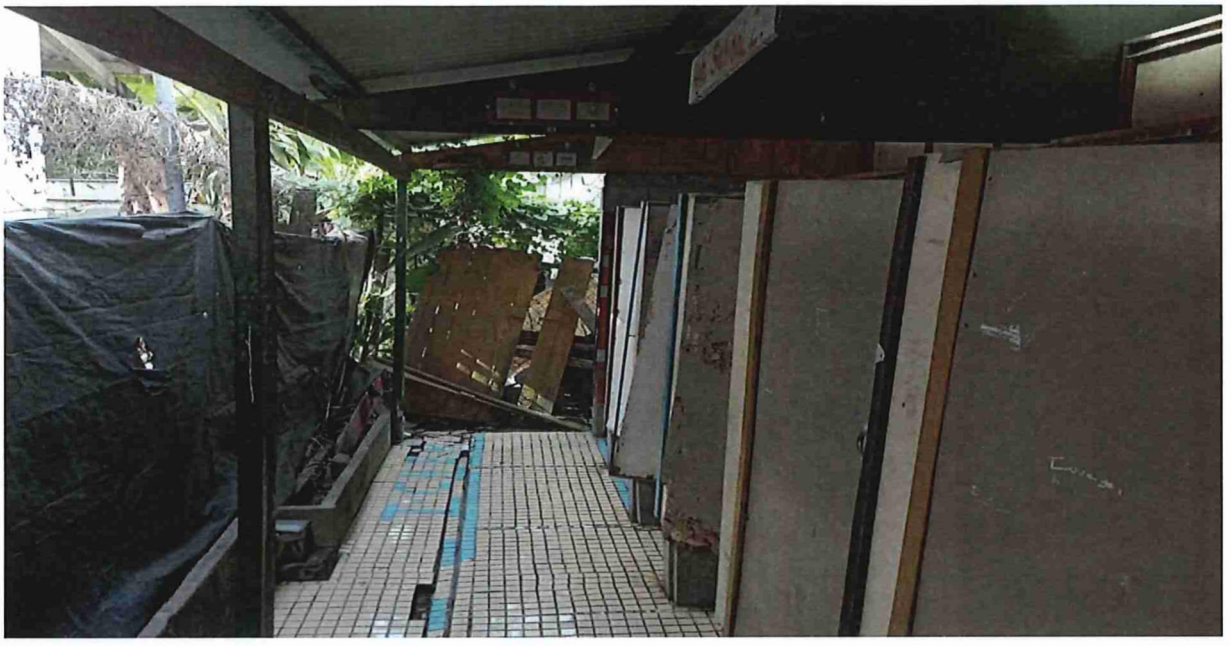
1.2.1. To ensure the concerned structure integrity and functionality. As the site engineer, I propose additional work for the contractor to ***construct new strip footing*** to support the concerned structure. All other scoped works can only be carried with the certainty that the structure is being supported by a standard strip footing. All walls brick works will need to be started from this strip footing, followed by all other structural elements.

1.2.2. To ensure the concerned structure integrity and functionality. As the site engineer, I propose additional work for the contractor to ***construct new standard floor slab*** to both male and the female ablutions. As other scoped works, like tiling, installation of toilet pans, partition walls cannot be installed in the absence of a proper slab.

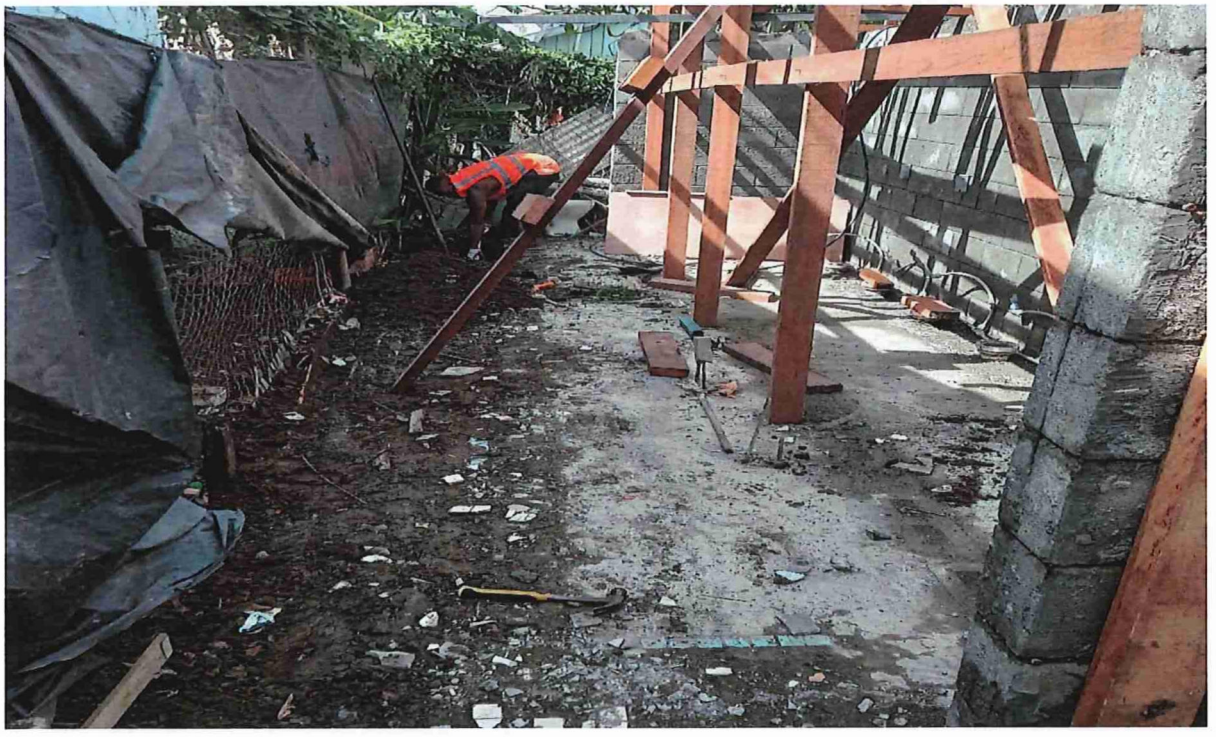




Both of the above photos, shows the exposed walls base with no proper footing



Pic:1: Shows the scoped floor tiled area to be stripped off.



Pic:2: Shows the uneven tiled stripped surface, and exposes the floor slab that is not of standard.

SOUTH PACIFIC GAMES 2023
PERTHS COMMUNITY HIGH SCHOOL ABLUTION BLOCK REFURBISHMENT
Perch Ablution Block Variation 01.

NO.	Description of Work	QTY	Unit	Rate	Amount
1	Demolition of existing slab	1	Ls	$ 4,000.00	$ 4,000.00
2	Allow for construction of formwork to prepare for the concrete pouring of the new slab	1	Ls	$ 1,500.00	$ 1,500.00
3	Supply and install of new F62 Mesh for the new slab	2	No	$ 800.00	$ 1,600.00
4	Supply and install membrane	37	sq.m	$ 20.00	$ 740.00
5	Allow for Concrete Pouring of 25Mpa Concrete for new slab (both male and female block)	3	cu.m	$1,800	$ 5,400.00
6	Supply and install 600*200mm strip footing to suport the centre wall of the building	1	LS	$ 2,500.00	$ 2,500.00
7	Supply and install 12mm steel rod connected to both sides of interal walls	46	metres	$ 15.00	$ 690.00
8	Supply tie wire	3	kg	$ 30.00	$ 90.00
9	Supply 50mm thick sand blinding	2	cubic	$ 400.00	$ 800.00
10	Demolition for external foot path slab	1	Ls	$ 3,500.00	$ 3,500.00
11	Allow for Concrete Pouring of 25Mpa Concrete for new slab (7.8X2,7X100mm floor slab	2	cu.m	$1,800	$ 3,600.00
12	Allow 12mm thickness for plastering external and internal walls	123	sq.m	$ 30.00	$ 3,690.00
A	**TOTAL MATERIAL COST**				**$ 28,110.00**
A.1	LABOUR (30%)				$ 8,433.00
	Transport (5%)				$ 1,405.50
B	**Sub-total**				**$ 37,948.50**
B.1	Tax (7.5%)				$ 2,846.14
C	**Total Project Cost**				**$ 40,794.64**



CONTRACT AGREEMENT

FOR

RENOVATION WORKS FOR PERCH CHRISTIAN SCHOOL ABLUTION BLOCK

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

PREMIERE CONSTRUCTION, CIVIL & EARTHWORKS AND PROJECT MANAGEMENT LTD

November 2023

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SECTION I: CONTRACT AGREEMENT

This Contract Agreement is made between the two parties mentioned as the Client and Contractor herein described as below.

The Client

The Client herein named as the Government of the Solomon Islands, which has its seat in Honiara, represented by the **National Hosting Authority**, legally represented in this matter by **Mr Christian Nieng**, the **Executive Director, NHA**, hereinafter referred to as the Client,

And

The Contractor:

The Contractor herein named as **Premiere Construction, Civil & Earthworks and Project Management Ltd** which has its registered office in Honiara, legally represented in this matter by **Ms Julie Gegeu Haro**, hereinafter referred to as the Contractor, and have agreed to the **Renovation Works for Perch Christian School Ablution Block** herein mentioned as Works specified in the Scope of Works.

1. The price of the execution of Works is confirmed in the submitted documents approved on **Thursday 11th November 2023.**
2. The total accepted Bid Price shall be **SBD$ Five Hundred Thirty-Two Thousand Two Hundred Seventy Dollars and Thirty-Four Cents (SBD $532,270.34).** The agreed price for the execution of the Works is fixed for the duration of the Contract.
3. The place where the Works shall be-carried out is at **Perch Christian School, KGVI Area, East Honiara - Solomon Islands.**
4. The time limits for execution of the Works shall be maximum of 2 weeks and shall be on the basis turnkey specific contract process.
5. 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.
6. The Contractor, herein **Premiere Construction, Civil & Earthworks and Project Management Ltd** shall make invoice(s) to the Client at the Address mentioned as Project Management Unit of National Hosting Authority, quoting the, the amount of progress payment as per schedule and above-mentioned Contract number and name.
7. This Contract is subject to the provisions of the attached General Conditions of Contracts for the Execution of Works.
8. This Contract is made up of the following documents, in order of precedence:

- *this Contract Agreement*
- *the Special Conditions of Contract;*
- *the General Conditions of Contract;*

- *Payment Schedule*
- *Scope of Works/ Specifications*
- *Specifications & General Requirements*
- *Site Setout & Drawings*
- *Annexes to the Contract*
    - Tender Award Letter
    - Performance Securing Declaration
    - Contractor's Priced Bill of Quantities
    - Contractor's Insurance Certificate
    - Contractor's HCC License
    - Contractor's Company Haus License
    - Contractor's Inland Revenue Division Tax Certificate
    - Contractor's Work Schedule

The various documents making up this Contract 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.

SIGNING OF CONTRACT AGREEMENT

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].

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Solomon Islands on the day, month and year specified above.

Parties to this Contract hereby agreed and signed as follows:

For the Client - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	**Julie Gegen Haro**
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director *Premiere Construction, Civil & Earthworks and Project Management Ltd*
Date:	13/11/2023	**Date:**	10/11/2023

Witness signing by Project Management Unit/NHA

Signature .....

Name: Leeroy Bird

Title: Executive Director

Date: 10/11/2023

SECTION II: GENERAL CONDITIONS OF CONTRACT

The terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands 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 Client's request on the Contractor's site prior to Delivery.

1.5 **CLIENT:** 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 Clients' 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 Client and the Contractor to which these Purchasing Conditions are declared to be applicable.

1.9 **PARTY:** The Client or the Contractor, depending on the context.

1.9 **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.

1.10 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.

1.11 The **PROJECT MANAGER** is the person named in the Special Conditions of the Contract (SCC) (or any other competent person appointed by the Client and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.

1.12 The **CONTRACT ADMINISTRATOR** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office 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.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Client in the Technical Specifications and Scope of Works, 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 Client, 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 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 Client and will not alter the agreed payment date.

3.4. The Client 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 Client 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 Client, 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 Client 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 Client might expect based on the Contract.

4.2 If the Client 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 in 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 Client 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 Client, the Contractor will rectify the defect or non-conformity within a period set by the Client 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 Client has not accepted explicitly and in writing. The Contractor indemnifies the Client against all claims in this regard.

4.5 The Client 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 Client.

4.6 The Client may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Client.

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 Client's request, the Works may be regularly inspected by the Client, or a third party designated by the Client during the execution of the Contract. However, the Client is not obliged to carry out such an Inspection.

5.2 If the Client wishes to inspect the Works:

a. the Contractor will allow the Client, or a third party appointed by the Client full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Client, cooperate with the Inspection and facilitate the Client or a third party appointed by the Client 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 Client rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Client, to rectify without delay, at its own expense and risk, the defects and notify the Client when the Works are ready for a new Inspection. The provisions of Article 5 apply in full. Rejection by the Client 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 Client does not include any approval that the Works complies with the guarantees given in accordance with Article 4.

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 Client 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 Client.

8.4 If the Contractor breaches its duty of confidentiality, the Client may impose a penalty, as laid down in the Special Conditions of 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.

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, and 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 way such an adjustment should be made.

Article 10 Invoicing and payment

10.1 The Contractor will invoice the Client for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Client, stating the date and number of the Contract and other details requested by the Client.

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 Client.

10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Client will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Client has the right to offset invoice amounts owed against amounts that the Contractor owes the Client.

10.4 The Client may withdraw retention payment from the Contractors milestone payments. The total sum of the accumulated retention payment shall be released after satisfactory performance after the Defects Liability Period and upon verification by the Client.

10.5 Payment of an invoice by the Client 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 Client should make an Advance Payment prior to the start of the Works, the Contractor will issue the Client 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 Client 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 Client, in accordance with the model attached to the Standard Bidding Documents.

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Client an immediately payable penalty of 0.1% of the price of the Contract 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 Client 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 Client, 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 Client 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 Client, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Client has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;

b. replacement of 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 Client 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 Client 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 Client in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Client 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 Client 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 Client and the Client 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 Client has the right to dissolve the Contract in accordance with the provisions of Article 15.

16.3 The Client, 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 Client. 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.

MISCELLANEOUS

Article 18 Documentation

18.1 Should the Contractor require it, the Client will provide the Contractor 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 Client has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Client 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 Special Conditions of Contract.

20.2 At the Client'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 Client's prior written consent. The Contractor has no right to change the insured sum to the Client's disadvantage without the Client'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 Client in advance all rights to the payment of insurance proceeds as referred to in paragraph 20.1, in so far as such proceeds relate to damage for which the Contractor is liable to the Client 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 Client, without prejudice to the Client's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Client will be deducted from the amount of compensation the Contractor is required to pay to the Client 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 Client'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 Client was not informed of this prior to the signing of the Contract, the Client 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

22.1 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

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

Article 24 Long-term obligations

24.1 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: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract for the Execution of Works for the Solomon Islands Government. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions for the Execution of Works (GCC). The corresponding Article numbers in the General Conditions of Contract are indicated below.

GCC Article	No.	Particulars
1. **Definitions**	1.5	a. **THE CLIENT IS:** National Hosting Authority Solomon Islands Government P.O. Box 2443 Honiara, Solomon Islands b. **THE CONTRACTOR:** **Premiere Construction, Civil & Earthworks and Project Management Ltd** P.O.Box 571 Honiara, Solomon Islands Email: premieregroupsolomons2009@gmail.com Mob: 7707440 c. **THE LOCATION SITE IS:** Perch Christian School, KGVI Area, East Honiara, Solomon Islands
	1.12, 1.13	• **THE CLIENT'S PROJECT MANAGER IS:** Enoch Paekera Project Management Unit National Hosting Authority Email: EPaekera@sol2023.com.sb
		• **THE CONTRACT ADMINISTRATOR IS.** Soleana Gagahe Contracts Manager Project Management Unit National Hosting Authority Email: SGagahe@sol2023.com.sb • **CONTRACTOR'S PROJECT MANAGER** **Julie Gegeu Haro** **Premiere Construction, Civil & Earthworks and Project**

		Management Ltd P.O.Box 571 Honiara, Solomon Islands Email: premieregroupsolomons2009@gmail.com Mob: 7707440
3. Delivery of the Works	3.1	The works shall be completed within 2 weeks from the Contract Commencement date. **Note:** *For this Contract, a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	The Defects Liability Period shall be 1 month, for quality of workmanship, 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: 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
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Client, in lieu of a Performance Security. The Performance Securing Declaration is at Section X: Annex II (page 38) of the Contract.
5. Inspection	5.1	Inspection and tests by the Client or 3rd party in name of the Client regarding the Execution of the Works and the quality levels applied to may be implemented as follows: • The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Client or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE CLIENT'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Leeroy Bird Executive Director Project Management Unit National Hosting Authority Email: LBird@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:** **Julie Gegeu Haro**

		Premiere Construction, Civil & Earthworks and Project Management Ltd P.O.Box 571 Honiara, Solomon Islands Email: premieregroupsolomons2009@gmail.com Mob: 7707440
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the employer provided the request for variation is made prior to the work being undertaken, and the variation is assessed by the Employer to be necessary and the price quoted is reasonable.
10. Payment	10.1	a) Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if in grievance with the Contractor authorise payment of the claim. b) If there is a difference between the assessed works complete and the claim amount the Contractor is to adjust the claim to match the value of the completed works. c) Payment for milestone completion shall conform to the payment schedule as in section III of the Contract.
	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
11. Advance Payment	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
12. Penalty (Liquidated Damages)	12.1	Applicable rate for the Liquidated damages is: 0.1% per day.
14. Contractor's Liability	14.1	Notwithstanding Article 14.1 of the GCC, the Contractor's liability is twice the Contract value as stated in the Contract between the Client and Contractor.
20. Insurances	20.1	Contractor shall provide with their tender to following proof of insurance:

		- Workmen's Compensation	As required by SI Law
		- Third Party Liability	SBD 2,000,000
		- Equipment for use in Project	Replacement Value

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of the Contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractor's milestones and claims. If there are any inconsistencies of milestones claims from the Contractor, these milestones and Payment Schedule stated herein supersedes such Contractor's claims

CONTRACT VALUE			SBD$ 532,270.34
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (50%) Payment shall be made upon contractor's mobilization to site, and commencement of Works.	$ 266,135.17	$ 266,135.17
Payment No.2	40% payment shall be made upon completion of all Works as per the Scope of Works and upon verification by the Project Manager and Issuance of the Practical Completion Certificate to the Contractor	$ 212,908.14	$ 212,908.14
Payment 3 -Retention	10% Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after one month of Practical Completion.	$ 53,227.03	$ 53,227.03
TOTAL			**$ 532,270.34**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

1. INTRODUCTION

Solomon Islands for the first time of its history will host the South Pacific Games which now called the Pacific Games comes this November 2023. The National Hosting Authority is working closely with responsible authorities to like Honiara City Council, the schools and other organizations to make sure all aspects of the game are fully met and prepared before welcoming our pacific neighbors to our shores.

One of the aspects of the preparation is the provision of public ablution blocks which can be accessed by the public during the two long weeks of games.

The NHA is upgrading existing facilities to cater for this need. One of the sites for identified is the Perch Christian School which is located near Tongs Hardware and opposite of the East-End of the Sports City.

2. PROJECT INFORMATION

2.1. Description of the Building

The building is concrete building with timber roof framing with the following services.

a. The building is 6.8 meter long and of 4.75 meters wide.
b. The building comprises of two blocks (male and female).
c. It has Floor mosaic ceramic tiles.
d. The Female Block has toilet has 7 toilets and one concrete hand-wash basin.
e. The Male Block has two toilet and five urinal blocks and a concrete hand-wash basin.
f. The roof structure is old and the whole building itself does not allow for good air ventilation.
g. The water supply to the building is cut-off. Students had to carry bucket of water after use.
h. The existing concrete tank base has visible cracks which therefore caused the school not to fill up the water tanks which sits on top of it. Thus, causing the cut-off of water supply to both the male and female ablution blocks.
i. There is no electrical wiring to the building. No lights. In this scope of works, it allows for the instalment of new lightings in the building.

2.2. Location

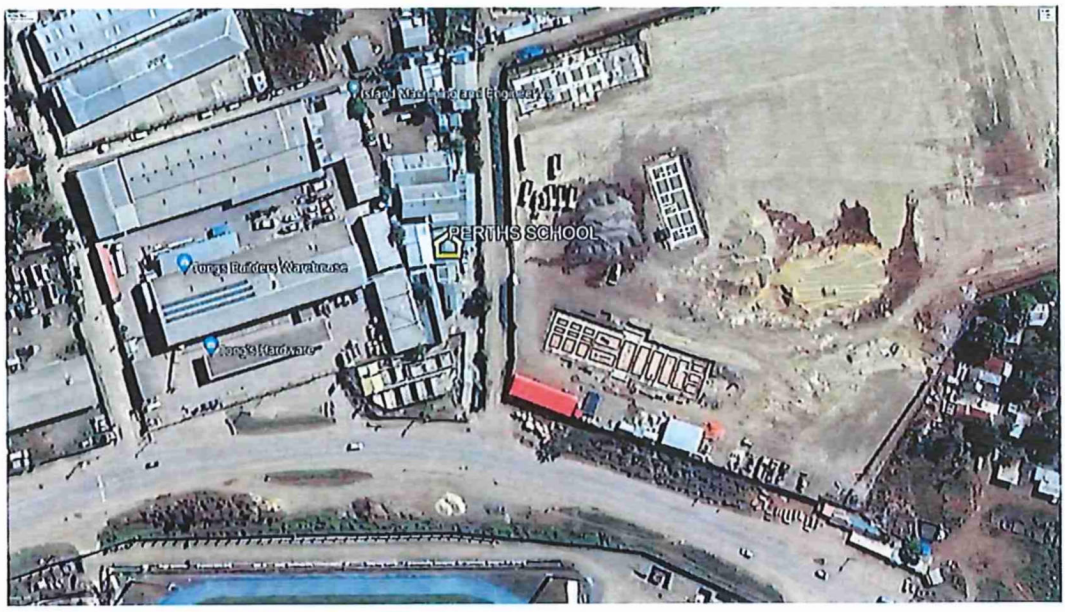

Figure 1: Location of Perch Christian School_ located beside the Tongs Hardware

3. SCOPE OF WORKS REQUIREMENTS

The Scope of Work to be carried out by the contractor is in two parts one for the Males Block and the other is for the Female Block. The Scope of Works are expected to include, but is not limited to the following:

3.1. MALE BLOCK

1. CARPENTRY WORKS

1.1. EXTERNAL DOORS

- Remove and replace old doors with new solid core doors
- Ensure to install timber door frames of 150 x 50mm Vasa Dressed hardwood Timber
- Ensure to install Door stopper of 50x25 mm Vasa Dressed hard-wood Timber
- Ensure to install Dressed 70x25 HWD vasa door cover battens
- Ensure to install new 100 butt hinges for the newly installed doors.
- Ensure to install new double-sided dead lock- for the external door.
- Ensure to install a new entrance lockset for the external door.

1.2. INTERNAL DOORS

- Remove all existing timber frames and existing internal doors.
- Ensure to install new timber door frames of 150 x 50mm Vasa Dressed hardwood Timber.
- Ensure to Install new Door stopper of 50x25 mm Vasa Dressed hardwood Timber.
- Ensure to install new 100 butt hinges for the newly installed internal doors.
- Ensure to install new entrance lockset for each internal door.

1.3. WINDOWS

- Allow for cutting of the block work wall for new window openings. Refer to the drawings for the dimension and design of each window.
- Ensure to install Dressed hardwood Vasa Timber frames (6'x2') for all windows.
- Supply and install window Alu. Diamond Mesh 1200 x 5.8mtr (6.96 M2)

  Ensure to install the strips for the Alu. Diamond Mesh.
- Supply and installation of window insect screening to all window openings.
- Supply and Install 4-blade Palmair louvre frame for all windows.
- Supply and install 4mm clear float glass louver blades, 152mm wide fixed to louvre frames.

1.4. TIMBER WINDOW FRAMES

- Ensure to install DAR 70x25 HWD vasa window cover batterns for all windows.

- Ensure to install 20x20 HWD vasa Window stopper for all windows.
- Ensure to install DAR 145x45 HWD vasa window sill for all windows.

1.5.FLOOR

- Remove and dispose all existing tiles.
- Supply and installation of 300x300 ceramic floor tiles.
- Ensure to have a quality finish.

1.6.INTERIOR WALLS

- Allow to install new 300 x300 ceramic tiles for the section of wall that separates the men's and female block.
- The concrete wall surface on the east side will not be tiled. It will only be painted to a color paint which is agreed by the contractor and the client.

1.7.EXTERIOR WALLS

- Allow for wash clean and repainting of exterior concrete wall surface. Three coats of paint (one undercoat & two coats of final paint work of the agreed color).

1.8.ROOF STRUCTURE

1.8.1 TIMBER STRUCTURE & COVER

- The existing roof structure is to demolished to allow for the construction of a new roof structure. Refer to the design and drawings.
- Supply and install rafters for roof truss of 150mm x 50mm Akwa hardwood Timber.
- Supply and install 150mm x 50mm Akwa hardwood Timber for the Bottom Chord of the Roof Truss.
- Supply and install 1OOmm x 50mm Akwa hardwood Timber for the Vertical Brace of the Roof Truss.
- Supply and install 75mm x 50mm Akwa hardwood Timber for purlins.
- Supply and install facia board 200mm x 25mm.
- Supply and install barge board 200mm x 25mm.
- Supply and install double Siscilation as required.
- Supply and Install bird net as required.
- Supply and Install 24G corrugated custom orb roof sheeting.
- Apply and install of barge roll.
- Supply and install strap Pryda bracing to support roof.

1.8.2 CONCRETE BEAM

- construction of formwork for new reinforced concrete beam ontop of the existing block work
- Supply and install D12 reinforcements for reinforced concrete columns and beam
- Supply and install R6mm Stirrups for the Beam

- Allow for tire wire
- Concrete Pouring of 20Mpa Concrete to new reinforced concrete beam

1.9.CEILING

- Supply and install new fibre cement material (4.5 mm) for ceiling

2. PLUMBING WORKS

2.1.TOILET

- Allow for the replacement of all toilet pans, cisterns and other accessories.
- Allow for the supply and instalment of toilet paper holders for each toilet block.
- Allow for the replacement old waste pipes, junctions elbows and other connections.
- Supply and install of 4.5mm FC Boards for the partition walls of each toilet block.
- Construction of Wall frames for the Partition Walls.
- Ensure to have 3 coats of paint job on the Partition Wall Linings.

2.2.URINAL

- Allow for the demolition of existing urinal design
- Allow for the supply and install of new urinals & accessories with new ones, including replacement of waste pipes if necessary.

2.3.HAND WASH BASIN

- Allow for demolition and disposal of existing concrete hand wash basin
- Supply and install of new Hand-wash basin including its tap.
- Supply and install of taps, S-trap and accessories with new ones.
- supply and install of piping and fitting to all and connect to septic where necessary
- Allow miscellaneous for plumbing fittings as required for all plumbing connections

2.4.TANK BASE & WALK-WAY

- Allow for demolition of existing tank base & walk-way slab (reinforced concrete) and dispose from site
- construction of formwork for new reinforced concrete, pad footings, columns, beams, and new tank base, walk way slab
- Supply and install D12 reinforcements for reinforced concrete pad footings, columns, beam and slab
- Allow for R6mm Stirrups for reinforced concrete pad footings, columns, beams
- Concrete Pouring of 20Mpa Concrete to new reinforced pad/strip footings, column, beam, the new tank base slab and walk-way slab
-

3. PAINTING WORKS

- Prepare and apply primer to all dressed hardwood timber in window frames, door frames, newly installed doors, barge board, fascia board

4. ELECTRICAL WORKS

Switchboard and Cables

- Allow for compliance with relevant local acts and Solomon Islands Electricity Authority (SIEA) regulations and requirements
- Allow for giving notices, obtaining permits, and completion certificates, fees and charges in connection with the installations

Cables

- Supply and installation of main supply cable from the powerlines, main switch to the Ablution block
- Supply and install 1.5mm light cables to all lightings as required in the drawings and designs
- Supply and install power points cables as required in the drawings and designs

Switch board

- Allow to supply recommended main switchboard including 80A main circuit breaker
- Allow to supply recommended 40A main circuit breaker, 5way switch board, 2x 10A breakers and other necessary breakers and appliances as required in the Drawings and designs

Conduits & Conduit Sleeves

- Allow to supply conduits, corrugate/flexible conduits and bends arrangement fixed to the building surfaces complete with all fittings and accessories including sleeves from the main switch board to the sub-distribution and where necessary for the connection of appliances

Earthing & Lightning Conductors

- Allow for installation of grounding system including earthing and lightning conductors, cables, test- clamps, earth electrodes, terminations and similar accessories

Miscellaneous

- Allow for terminations to, switchgear, appliances and similar items including cable joints and other accessories

Electrical Fittings (Switch, outlet, light and similar

- Supply and install 600mm fluorescent light fittings including accessories
- Security light weather proof for both ends of the building
- Allow to supply recommended lighting points including light switches

3.2. PART B: FEMALE BLOCK

1. CARPENTRY WORKS

1.1 EXTERNAL DOORS

- Remove and replace old doors with new solid core doors (exterior doors).
- Ensure to install new door frames of150 x 50mm Vasa Dressed hardwood Timber.
- Supply and Install new Door stopper, 50x25 mm Vasa Dressed hardwood Timber.
- Dressed 70x25 HWD vasa dressed door cover battens for the newly installed door.
- Supply and installation of new 100 butt hinges.
- Supply and installation of double-sided dead lock for the new doors that is installed.
- Supply and installation of entrance lockset for the newly installed doors.

1.2 INTERNAL DOORS

- Remove all existing timber frames and existing internal doors and replace with new ones.
- Ensure to install new door frames of 150 x 50mm Vasa Dressed hardwood Timber.
- Ensure to install new Door stopper of 50x25 mm Vasa Dressed hardwood Timber.
- Supply and installation of 100 butt hinges for all internal doors.
- Supply and installation of entrance lockset for all internal doors.

1.3 WINDOWS

- Allow for cutting of the block work wall for window openings. Refer to the design and drawings for the designs.
- Supply and installation of Dressed hardwood Timber frames (6'x2'). Timber to be vasa.
- Ensure to supply and install DAR 70x25 HWD vasa window cover batterns for all windows.
- Ensure to supply install 20x20 HWD vasa Window stoppers for all windows.
- Ensure to supply install DAR 145x45 HWD vasa window sill for all windows.
- Supply and install window Alu. Diamond Mesh 1200 x 5.8mtr (6.96 M2) for all windows, including strips for the Alu.Diamond Mesh
- Supply and installation of window insect screening to all window opening.
- Supply and Install 4-blade Palmair louvre frame for all windows.
- Supply and install 4mm clear float glass louver blades, 152mm wide fixed to louvre frames for all windows.

1.4 FLOOR

- Remove and dispose all existing tiles.
- Supply and installation of 300x300 ceramic floor tiles
- Ensure to have a neat and quality finish.

1.5 INTERIOR WALLS

- Allow for 3 coats of paint to concrete wall. This will be for the west side section of the block. The paint color will be the color which is agreed by the contractor and the client.
- Allow for supply and install 300x300 ceramic tile to wall. The only section to be tiled is the east-side of the female block. It will be tile up to ceiling height.

1.6 EXTERIOR WALLS

- Allow for wash clean and repainting of exterior concrete wall surface. Three coats of paint (one undercoat & two coats of final paint work of the agreed colour).

1.7 ROOF STRUCTURE

1.7.1 TIMBER ROOF STRUCTURE & COVER

- Allow for demolition of existing roof structure to allow for the construction of a new roof structure. Refer to the design and drawings.
- Supply and install rafters for roof truss of150mm x 50mm Akwa hardwood Timber
- Supply and install 150mm x 50mm Akwa hardwood Timber for the Bottom Chord of the Roof Truss.
- Supply and install 1OOmm x 50mm Akwa hardwood Timber for the Vertical Brace of the Roof Truss.
- Supply and install 75mm x 50mm Akwa hardwood Timber for purlins.
- Supply and install facia board 200mm x 25mm.
- Supply and install barge board 200mm x 25mm.
- Supply and install double siscilation as required.
- Supply and Install bird net as required.
- Supply and Install 24G corrugated custom orb roof sheeting.
- Supply and install of barge roll.
- Supply and install strap Pryda bracing to support roof.

1.8 CEILING

- Supply and install new fibre cement material (4.5 mm) for ceiling.
- Supply and install 50x50mm Ceiling Noggings.
- Ensure to have 3 coats of paint job of the agreed color to the newly installed ceiling linings.
- Ensure to have a neat and quality finish.

1.9 EXTENTION TO FEMALE BLOCK

- Remove existing king posts and support beam.
- Allow for D12 Bars for the strip footing (400x200mm).
- Allow for D12 Starter Bars which will extend into the concrete hollow blocks.
- Allow for 6mm Stirrups for the strip footing.
- Allow for form work of the strip footing.
- Allow for concrete pouring to the strip footing and core fill to concrete hollow blocks
- Supply and install of CHB of 150x200x400mm for the western end & Northern end of the female block.

2. PLUMBING WORKS

2.1 TOILET

- Allow for the replacement of all toilet pans, cisterns for all toilet blocks.
- Allow for supply and installation of toilet paper holders for each toilet block.
- Allow for the replacement old waste pipes, junctions elbows and other connections.
- Supply and install of 4.5mm FC Boards for the partion walls of each toilet block.
- Ensure to have 3 coats of paint work the newly installed Partition Wall Linings.
- Construction of Wall frames for the Partition Walls.

2.2 HAND WASH BASIN

- Allow for demolition and disposal of existing concrete hand wash basin
- Supply and install of new Hand-wash basin.
- Supply and install of taps, S-trap and accessories with new ones.
- supply and install of piping and fitting to all and connect to septic where necessary
- Prepare and apply primer to all dressed hardwood timber, in window frames, door frames, newly installed doors, barge board & fascia board
- Allow for trays, paint Bruss, roller handles, rollers and turpentine

3.1 ELECTRICAL WORKS

Cables

- Supply and installation of main supply cable from the powerlines to the building
- Supply and install 1.5mm light cables to all lightings as required in the drawings and designs
- Supply and install power points cables as required in the drawings and designs

Conduits & Conduit Sleeves

- Allow for supply of conduits/corrugate with all complete fittings and accessories including sleeves where necessary

Earthing & Lightning Conductors

- Allow for installation of grounding system including earthing and lightning conductors, cables, test- clamps, earth electrodes, terminations and similar accessories

Power Points

- Allow for terminations to, switchgear, appliances and similar items including cable joints and smilar accessories
- Allow for conduit sleeves to walls and floors where appropriate complete with accessories
- Installations for lighting points including switches

Electrical Fittings (Switch, outlet, light and similar

- Supply and install 600mm fluorescent light fittings including accessories
- Security light weather proof for both ends of the building
- Allow to supply recommended lighting points including light switches

EQUIPMENTS AND PERSONNEL REQUIRED

All tools, equipment's and personnel to be provided by the contractor.

REPORTING REQUIREMENTS

The contractor(s) is/are expected to send a daily report on work progress to the PMU designated officers. The daily report should highlight progress of the work and any other information deemed as vital for the NHA/PMU's knowledge.

RESOURCES & EQUIPMENT

Provide description of all available equipment's under your control.

SKILLS & EXPERIENCE

Minimum requirements to meet qualifications,

- 5 years minimum experienced excavator operator.
- TIN Number. Must be legally registered.
- Experience of company with similar work.
- Schedule of Works-Proposed schedule to complete all works by the required completion date.
- Good working history with no background of non-compliance.

4. SITE MAPS AND DETAILS

SITE PHOTOS



Figure 2: Perch Ablution Block_ Eastern End



Figure 3: The Male Urinal Blocks



Figure 4: Interior of the Male Ablution Block



Figure 5: The Female Ablution Block

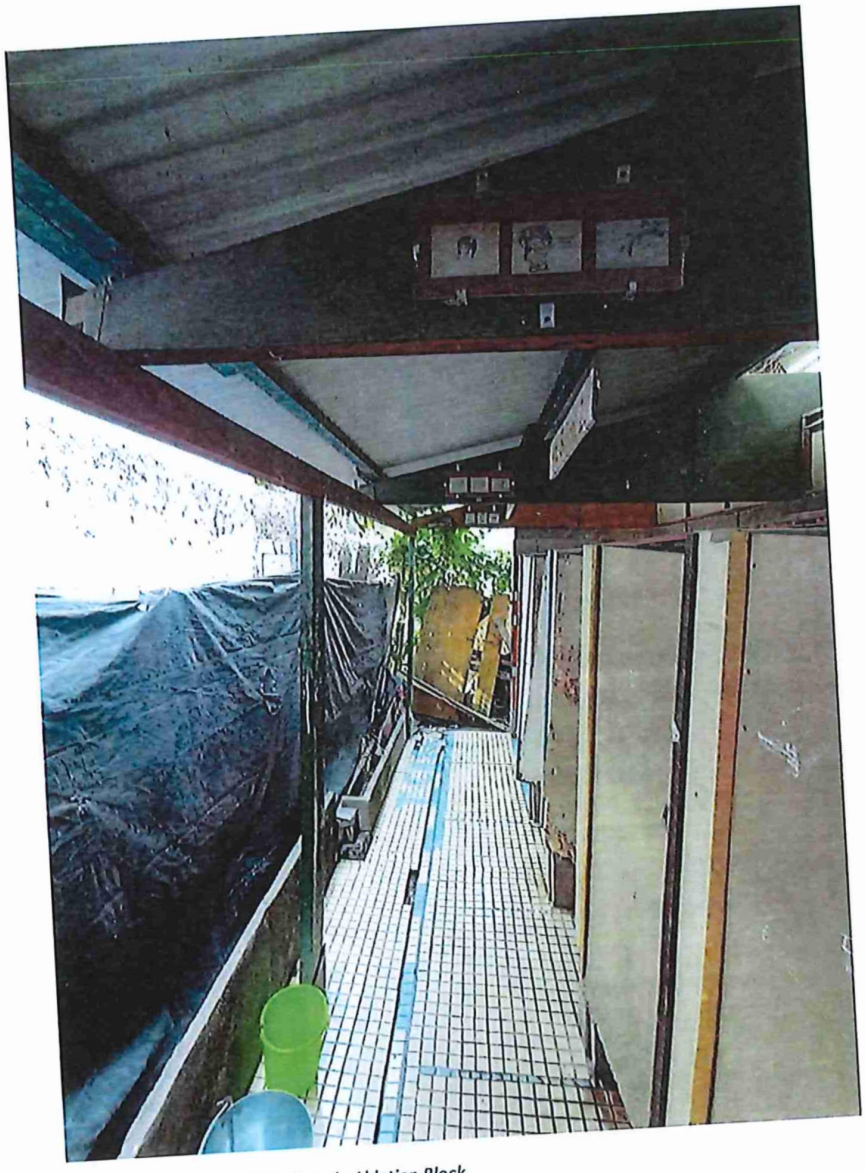

Figure 6: The Interior of the Female Ablution Block

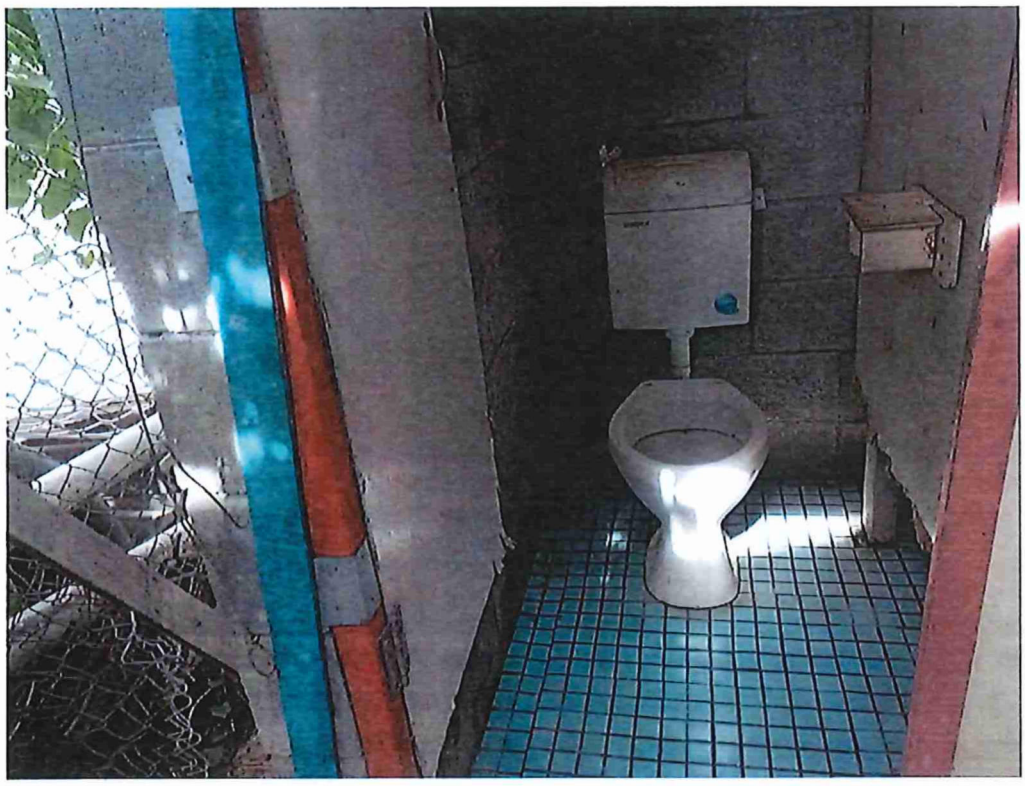

Figure 7: The existing condition of the Toilet Block

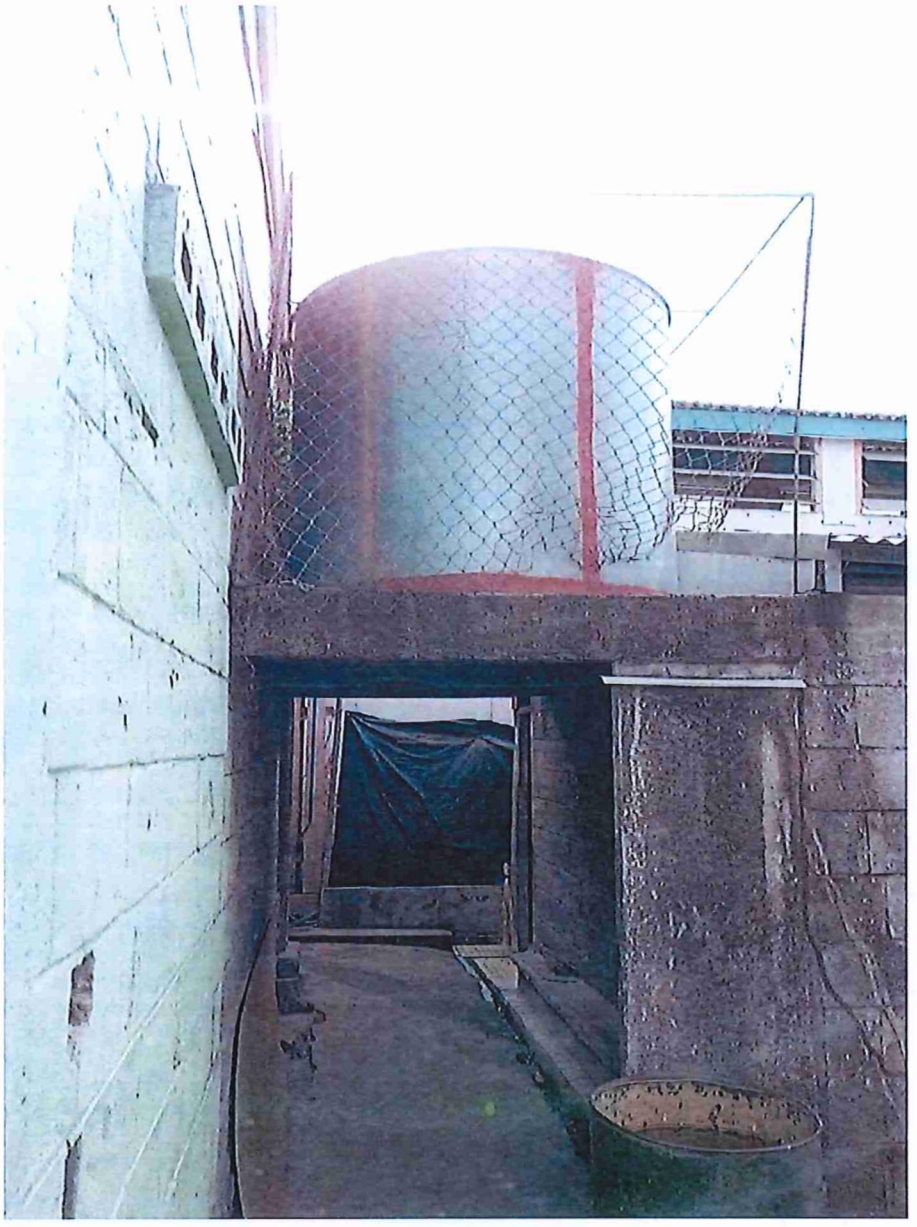

Figure 8: The Tank base which supports two water storage tanks



Figure 9: The existing roof structure

SECTION VI: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: CONTRACTOR'S PRICED BILL OF QUANTITIES

ANNEX III: CONTRACTOR'S INSURANCE CERTIFICATE

ANNEX IV: CONTRACTOR'S HONIARA CITY COUNCIL BUSINESS LICENSE

ANNEX V: CONTRACTOR'S COMPANY HAUS CERTIFICATE

ANNEX VI: CONTRACTOR'S INLAND REVENUE TAX CERTIFICATE

ANNEX VII: CONTRACTOR'S WORK SCHEDULE

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

C/-P.O. Box 2443
Honiara
Solomon Islands

Phone:
677 7702887

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Chairman, National Hosting Authority

Thru: Leeroy Bird, Executive Director, PMU

From: Enoch Mae Paekera, PMU

NHA Ref: **EMP -071123**

Date: Tuesday 07th November 2023

SUBJECT: REQUEST FOR BID WAIVER – PROPOSED RENOVATION WORKS AT PERCH CHRISTIAN SCHOOL ABLUTION BLOCK.

Dear ED,

I hereby request the approval for the renovation works at PERCH CHRISTIAN SCHOOL ABLUTION BLOCK.

With urgency to deliver the required facilities for the Pacific Games 2023, NHA-PMU is seeking the service of works of qualified contractors to do renovation works for the upgrade of the Ablution Block at Perch Christian School. The upgrade of this building is essential to our preparation towards delivering a successful game. This building will be first used during the games as one of the Public Ablution Block open for the General Public then can benefit the school afterwards.

Waiver is required to quickly identify contractors for the renovation works as required, however, while waiver of the tender process, collection of quotes was conducted were four contractors requested to submit their costings.

Attached are the following documents for your review and approval.

1. Bid waiver (tender process)
2. RFQ (Scope)
3. Bid costs from contractors
4. TEC Report

Considering this factor, NHA-PMU kindly request your approval to grant a bid waiver for the works to proceed.

Kind regards,

Enoch Mae Paekera
Project Manager
Project Management Unit – PMU

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY

Approved	Not Approved
✓	

8/11/23

Signature Date

Jimmy Rodgers (SPM)
Chairman
National Hosting Authority

Cc. FC
Cc. CM

C/-P.O. Box 2443
Honiara
Solomon Islands

Phone:
677 7702887

Facebook page:
Sol2023 XVII Pacific Games

NATIONAL HOSTING AUTHORITY
Solomon Islands Government

Bid / Quotation Waiver

In some instances, it is recognised it may not be possible to observe the requirements of competitive quotations or tendering as is stipulated in the FIs, and in which case a **Bid Waiver Form** must be completed. This is prepared by the Division / Section making the purchase, and must be approved by the authority that would approve a purchase of that value (e.g. GTB for Bid Waivers on purchases over $1,000,000). The waiver will only be granted in circumstances where observing the normal requirements would result in detriment to the people or assets of the Solomon Islands, or where no benefit would be obtained by observing the requirements.

Example where are waiver would be granted include but would be limited to the below.

- In a declared emergency (e.g. SI at War, Emergency, Natural Disaster)
- There is a genuine market limitation on the number of suppliers.
- Equipment is specialized or technical in nature.

Description of Product / Service

RENOVATION WORKS – PERCH CHRISTIAN SCHOOL ABLUTION BLOCK.

REASON FOR REQUEST (Please Tick)

Genuine Market Limitation		**Natural Disaster**		**SI at War**	
Public Emergency	✓	**Technical or Specialized Equipment**		**Other**	✓

Please summarise the reason for the request (you may attach further support if necessary)

NHA –PMU is in the process of construction and renovation works to upgrade existing public ablutions block in Honiara which can be accessed by the public during the two long weeks of games. One of the sites for identified is the Perch Christian School which is located near Tongs Hardware and opposite of the East-End of the Sports City.

However, NHA –PMU are facing time constraints that necessitate an urgent approach to this matter. The project scheduled to complete just before the opening ceremony of the games. With the time restrain, it is necessary to fast track the normal procedure that guides our tendering process.

Given these time constraints waiver is required to quickly identify contractors for the works as required, however, while waiver of the tender process, collection of quotes was conducted where four contractors requested to submit their costings.

NHA –PMU (TEC) hereby recommends **Premiere Group of Companies Limited** for the renovation works at PERCH CHRISTIAN SCHOOL for the bid price of **$532,270.34**

NHA –PMU had proven these companies have the experience, equipment, expertise and professionalism to deliver the works with highest standards, on time and within budget.

Requested by: Division / Section	**Signed:** ..... **Date:** 08/11/23
Project Management Unit (GFC)	**Leeroy Bird**
	Post: Executive Director (PMU)
Approved by: Accounting Officer	**Signed:** ..... **Date:** 08/11/23
	Christian Nieng **Executive Director** **National Hosting Authority**