2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: Westcape Earthworks & Construction

19/7/23	1) Requisition	☑	Sign by FC		Sign by ED	19/12/23
	2) Payment Voucher	☑	Sign by FC		Sign by ED	
	3) LPO	☑	Sign by FC		Sign by ED	
	4) IB Authorisations	☐	Authorised by FC		Authorised by ED	

Comments:

BSP Cht # 000029

PMU

SOC

NHA-DFAT PAYMENT VOUCHER

Cheque No: `000020

Payment to: WESTCAPE GENERAL EARTHWORKS & CONSTRUCTIO

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Voucher No: PMU-773/23

Date: 21-Jul-23

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOLOMON 2023 PACIFIC GAMES

Approval by: _____ 24/7/23
Executive Director Date:

Approval by: _____ 21/07/23
Financial Controller Date:

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
6-2600-07	ST NICHOLAS	Payment No.01-20% Mobilisation - Carpentry work Commencement of renovation work	55,028.82
	LABOUR WORK	St Nicholas school-Games village school upgrade	
		contract Value SBD297,453.09-LPO#1523	
		Total:-	55,028.82

Amount in Word: Fifty Five thousand and twenty eight dollars eighty two cents

Cheque Signatories:

Signature:	
Dr Jimmie Rodgers	NHA Chair

Signature:	
Mckinnie P Dentana	PS Finance

Signature:	
Gilbert John Osmond Muria	Attorney General

Procurement Checklist:

No: of Quatations:	Non
Purchase Order #	Non
PR #	PMU-773/23

Please indicate the type of payment:

CONSULTANCY FEE	
PAYMENT IN ARREARS	
RENTAL	
PERDIEM	
CONTRACT INSTALLMENT	✓
UTILITIES	
MISC/OTHER	

Betsy Sipolo
BSipolo
Received By
Name & Signature

PAID
DATE 31/7/23 CHQ. No. 000020

Gregory Sola
Prepared By
Finance Officer - Name & Signature

BSP HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

24, 07, 2023

Pay Westcape general Earthworks & Construction or bearer

the sum of Fifty five thousand and twenty Eight dollars 82/100 $ 55,028-82

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000020 2001614631

Betsy Sipolo

BSipolo 31/7/23

Bank - Bred

A/c #: 2010438112301S

NHA-DFAT FUND

WESTCAPE GENERAL EARTHWORKS & CONSTRUCTION
P.O.BOX 16,HONIARA
HONIARA
Solomon Islands

REMITTANCE ADVICE

Date: 21/07/2023

Payment Number:	000020
Payment Amount:	$55,028.82

WestCape - 20% Mobilization payment- labour based contract- School upgrade, St Nicholas College-Carpentry work

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00001523	20/07/2023	$275,144.11	$0.00	$0.00	$55,028.82

OFFICIAL PURCHASE ORDER

NHA/SOL2023 Pacific Games
PO Box 2443
Honoria, Solomon Islands

Phone: (677)7308800
Email: dsifoni@sol2023.com.sb

PACIFIC GAMES SOLOMON ISLANDS

PO # NHA 1523

DATE: 20/07/2023

Supplier:	Westcape Earthworks & Construction.	**Delivery to:**	PWD.
Address:	Honiara, Solomon Islands	**Attention:**	Peter Hinane.
Mobile:		**Mobile:**	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Labour-based contract			$297,453.09
	for the school Upgrade			
	Lot 5 - Carpentry works			
	for Building 5- Classroom.			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	$297,453.09
TAX	
TOTAL	$297,453.09

NHA Account Name: Other Local Other Costs

NHA Account Code: 6-2717

MOFT Account Name:

MOFT Account Code:

Approved by: ***Signature:*** .....

[Financial Controller]

Date: 20/07/2023

Signature: .....

[CEO]

Date: 20/7/23

Copy 1 White *Supplier*
Copy 2 Pink *Ordering Department*
Copy 3 Yellow *Finance*

OFFICIAL PURCHASE ORDER

NHA/SOL2023 Pacific Games
PO Box 2443
Honoria, Solomon Islands

Phone: (677)7308800
Email: dsifoni@sol2023.com.sb

PACIFIC GAMES SOLOMON ISLANDS

PO # NHA 00001 1523

DATE: 20/07/2023

Supplier:	Westcape Earthworks & Construction	**Delivery to:**	PHU.
Address:	Honiara, Solomon Islands	**Attention:**	Peter Hinane.
Mobile:		**Mobile:**	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Labour-based contract			$297,453.09
	for school Upgrade			
	Lot 5 - Carpentry works			
	for Building 5-Classroom			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	$297,453.09
TAX	
TOTAL	$297,453.09

NHA Account Name:	Other Local Other Costs	***NHA Account Code:***	6-2717
MOFT Account Name:		***MOFT Account Code:***	
Approved by:	***Signature:***	***Date:***	20/07/2023
	[Financial Controller]		
	Signature:	***Date:***	20/7/23
	[CEO]		

Copy 1 White	*Supplier*
Copy 2 Pink	*Ordering Department*
Copy 3 Yellow	*Finance*

PAYMENT SCHEDULE

WEST CAPE EARTHWORKS & CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST. NICHOLAS COLLEGE - CARPENTRY WORK / A52 / LOT 5.

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			297,453.09				
20/07/2023	No.1	20%	59,490.62		4,461.80	55,028.82	Payment in Progress
	No.2	35%	104,108.58		7,808.14	96,300.44	
	No.3	35%	104,108.58		7,808.14	96,300.44	
	No 4 - RETENTION	10%	29,745.31		2,230.90	27,514.41	
						-	
TOTAL			*297,453.09*	-	*22,308.98*	*275,144.11*	

NEW- POSTED TO DIRECT DFAT MYOB

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-773/23

DEPARTMENT: PMU.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	L.S	Request Mobilization Payment NO.1 (20%) for Labour-based Contract for upgrade of schools for Games Village to West Cape General Earthworks & Construction LOT 5, Carpentry works.	West Cape Earthworks & Construction	Invoice # 0001319	$59,490.62
				TOTALS	$59,490.62

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $59,490.62 Date: 18-07-23

Requisition Officer (Name): peter Himane Sign:

Account Code: 6-2717

Account Name: others - Local other Goods

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy. B Sign:

Post: ED PMU (Ag)

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 59,490.62

Signed:

Name: CMiery

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

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

RECIEVED DATE 19/07/2023 SIGN

Name: Daisy Villiam Date: 19/07/23

Position: PCO/NHA

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

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Executive Director, NHA 19/7/23

Thru: Leeroy Bird, Executive Director, PMU 18/7/23

From: Graham Lilo, PMU

NHA Ref: **GL-180723**

Date: Tuesday 18th July 2023

SUBJECT: Request Mobilization Payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for the Games Village to West Cape General Earthworks & Construction - Lot 5, Carpentry Works.

Dear ED,

I refer to the above subject, your approval is hereby sought to pay to West Cape General Earthquakes (as per contract terms and conditions). Details of payment are attached as herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	WestCape General Earthworks & Construction	20%	$59,490.62

I therefore request your approval for the above payment to be made. See attached invoice and other relevant documents in support of the above request.

Kind regards,

Graham Lilo
Project Manager, PMU

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR XVII 2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY

..... 19/7/23
Signature Date

Approved	Not Approved
✓	

Mr Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

Original

TAX INVOICE*/STATEMENT* 0001319

(*delete as appropriate)

Date 3/7/23

To National Hosting Authority

ABN (of Recipient) | Order No.

From West Cape General Construction

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	Being for renovation works at St. Nicholas School Building for Games Village	$59,490-62		
				$59,490-62

TOTAL INCLUSIVE OF G.S.T.

Total includes G.S.T. of

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

PROGRESS PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Payment No. 1		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 5 - Carpentry Works for Building 5- Classroom		
Contractor:	West General Earthworks & Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	3-Jul-23
		Date Issued for payment:	18-Jul-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	~~$279,453.00~~ $297,453.09		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$59,490.62	$59,490.62	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	$219,962.47		
9	**Original Contract Value**	$ 297,453.09 ~~279,453.00~~		
10	**Total Adjusted Contract Value**	$297,453.09 ~~279,453.00~~		
11	**Balance of Contract Payment**	$ 59,490.62		

B PAYMENT DETAILS

	Progress payment for this claim	$59,490.62	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 59,490.62	

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract (Contract No: GTB-GFC09/22)

Payment is hereby certified: 18/07/23
Graham Lilo (Project Manager) *Date*

Compliance and approved by: 18/07/2023
Peter Himatie (Contract Manager) *Date*

Claim is hereby approved for payment by: 18/07/23
Leeroy Bird (Executive Director - PMU) *Date*

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

CONTRACT AGREEMENT

FOR

LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 5– SAINT NICHOLAS COLLEGE

CARPENTRY WORKS FOR BUILDING 4 - CLASSROOM

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

WestCape General Earthwork & Construction

(GTB-GFC09/22)

July 2023

CONTRACT AGREEMENT

THIS AGREEMENT made on this **3rd July 2023,** between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

WestCape General Earthwork & Construction (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **John Tangisi,** herein the Managing Director of **WestCape General Earthwork & Construction,**

WHEREAS the Purchaser desires that the Works known as **Upgrade of Schools for the Pacific Games Villages 2023** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

The Purchaser and the Contractor (herein referred as parties) agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 7 months.

3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.

4. The total Price shall be **SBD$ 297,453.09.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** working days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority**.

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not be responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: SAINT NICHOLAS COLLEGE

    Name of Building: BUILDING 4 - CLASSROOM

11. From time to time during the 7 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:
    a. Tender Award Letter

b. Worker's Compensation Certificate
c. Police Clearance Certificates
d. Other documents attached as additional Annexes to the Contract

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

20. 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.

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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 Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	John Tangisi
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director WestCape General Earthwork & Construction
Date:	4.../..7../2023	**Date:**	3.../..07../2023

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL2023 PACIFIC GAMES

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 3.../..7../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 Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** 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 Employer's counterparty.

1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.

1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.

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

1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.

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

1.12 The **Project Manager** is the person **named in the Contract Terms & Conditions** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.

1.13 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.

1.2 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 Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, 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 Employer and will not alter the agreed payment date.

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

4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.

4.3 The Employer 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 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer 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 Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer 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 Employer.

4.6 The Employer 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 Employer.

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or accidentially invloved with the following;

a) Not enter premises of unauthorised during working hours unless authorized by the Purchasers representative (s).
b) In a possession or consume alcohol or any drug substances within school boundary.
c) Playing of loud music or using explicit or unacceptable language on site.
d) Enter project site without authorization from the site engineer or in such a case directive from project manager.
e) Contractor is not allowed to employ anyone under the age of eighteen years old as this will be breach of contract and Employment Act of Solomon Islands and all international employment conventions.
f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

4.8 The Contractor shall ensure that the Safeguard policy related to environment and social responsibilities are considered and applied during execution of works on site; these policies include:

a) All Asbestos materials to be handled with care under supervision of site managers and in accordance with Asbestos removal procedures.
b) All construction related wasted to be removed and disposed at the proper site from school buildings.
c) Maintain clean and safe site for children where all materials cut offs, metals, and aluminium to be stored or disposed properly.

4.9 In lieu of this Contract, sexual exploitation abuse and Harassment in schools by contractor is deemed breach of the contract. This means that the Contractor and its personnel shall not in any inappropriate manner contact or attempt to perform such acts to any child, student, teacher, and or any person being seen vulnerable to sexual exploitation.

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer 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 Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer 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 Employer 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 Employer 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 Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer 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 Employer 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 Employer, stating the date and number of the Contract and other details requested by the Employer.

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 Employer.

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

10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.

10.5 Payment of an invoice by the Employer 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 Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

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 Employer 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 Employer 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 Employer, 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 Employer 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 Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer 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 Employer 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 Employer 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 Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer 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 Employer 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 Employer and the Employer 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 Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer 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 Employer. 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 The Contractor will provide the Employer 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 Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer 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 Employer'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 Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer'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 Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer 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 Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer 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 Employer'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 Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

If one or more provisions of these General Contract Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make alternative arrangements. The alternative arrangements must not undermine the purport of these General Conditions for the Execution of Works or the Contract.

Article 23 Follow-up order

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

Article 24 Long-term obligations

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. They include the provisions on: guarantee (article 4), confidentiality (article 8), non-performance (article 13), liability (article 14), termination (article 16.4), documentation (article 18), assignment of insurance proceeds (article 20.3), and disputes and applicable law (article 25).

Article 25 Disputes and applicable law

25.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.

25.2 The Contract is governed by the law of the Solomon Islands.

Article 26 Final provisions

26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.

26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: APPLICABLE 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 PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** WestCape General Earthwork & Construction P.O. Box 16 Honiara Solomon Islands Email: tangisijohn@gmail.com Mob: 7209909 **c. THE LOCATION SITE IS:** LOT 5- SAINT NICHOLAS COLLEGE: BUILDING 4 - CLASSROOM
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Flory Anilafa Project Management Unit National Hosting Authority Email: FAnilafa@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Christina Langa'ana Contract Administrator Project Management Unit National Hosting Authority Email: CLangaana@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within four weeks for each Lot from the Contract Commencement date. **Note:** *To this Contract, it 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	It is for the Purpose of this Contract that the Contractor shall guarantee 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 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 Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer 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 Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**

		John Tangisi WestCape General Earthwork & Construction P.O. Box 16 Honiara Solomon Islands Email: tangisijohn@gmail.com Mob: 7209909
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, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	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	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractor's performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule.

CONTRACT VALUE			SBD$ 297,453.09
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	**$ 59,490.62**	**$ 59,490.62**
Payment No.2	35% payment shall be paid upon completion of 50% of all Carpentry Works for Building 4 as per the Scope of Works and upon verification by the Site Engineer	**$ 104,108.58**	**$ 104,108.58**
Payment No.3	35% payment shall be paid upon completion of the remaining 50% of Carpentry Works for Building 4, upon verification by the Site Engineer and the issuance of the Certificate of Practical Completion to the Contractor	**$ 104,108.58**	**$ 104,108.58**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after six months	**$29,745.31**	**$29,745.31**
TOTAL			**$ 297,453.09**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

PACIFIC GAMES SOLOMON ISLANDS

NATIONAL HOSTING AUTHORITY

PROJECT MANAGEMENT UNIT

ST. NICHOLAS SCHOOL BUILDINGS FOR GAMES VILLAGE.



ST. NICHOLAS SCHOOL

RENOVATION WORKS

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

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SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Description of Services:

The National Hosting Authority, Project Management Unit has required to renovate interior of the classroom buildings and Ablution blocks at ST. NICHOLAS SCHOOL as it is one of the seven schools. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to design and execute the job.

The Contractor shall provide all labor, equipment, supervision and other related items required to complete the project as per scope of work and specifications. Contractors are advised to visit the site, verify the existing site conditions to develop their proposal.

Summary of the Major Tasks

- Renovation of Classroom Buildings and Ablution Blocks.
- Main Buildings interior painting, including Classrooms and Ablution Blocks.
- Installing and replacing of broken louvre glasses and window frames.
- Replacing old door leaf and door frames.
- Installing new tiles to existing floor.

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

1. BUILDING 4.

Building 4 consists of six classrooms.

1.1. CARPENTERY WORKS

Doors

- Replace old and broken doors with new solid core doors, including butt hinges and entrance door lockset. Or as instructed by site engineer.
- Allow to replace old and damaged door frames.
- Repaint all door frames and door leaf with same paint color as the existing.

Windows

- Wash and clean all window frames and repaint with same paint color as the existing color.
- Replace broken 36 inches 150mm x 6mm TK clear louvre glasses with new ones.
- Replace all 10-blade louvre frame with new 10-blade aluminium palmair louvre frames with new ones.
- Replace all 4-blade louvre frame with new 4-blade aluminium palmair louvre frame with new ones.
- Replace old window mesh with new aluminium invisi mesh. This will be done by suppliers.

Ceiling & Roofing

- Roof and ceiling Maintenance.
- Extend copper to the end of roofing where leakage is visible.
- Replace rotted exterior timber ceiling and rafters.
- Scheme coat all ground floor ceiling with Gyprock compound.
- Install Cornice to ceiling corner.
- For the first-floor ceiling, replace all ceiling massonite with FC board.
- Wash and clean all interior and exterior ceiling surface area and re-paint with same colour as the existing colour (off White color Paint).
- Repaint all exterior walling with same paint color as the existing color.

Walling

- Wash and clean all interior and exterior wall surface area, replace any broken Masonite with FC board and re-paint with same colour as the existing colour (Off-White Colour paint).
- Wash cleaned all black board surface area and re-paint with chalk board paint.
- Remove old rotten notice board and replace it with a new Flame guard canite sheets, same specification as the existing one.
- Install Cornice to walling corner.
- Render broken walling.
- Use Metal corner Strip while plastering is done.

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Fascia board

- Remove old and rotten fascia board (8x1) with new one.
- Wash and clean all the fascia board surface and re-paint with the same paint colour as the existing.

Flooring

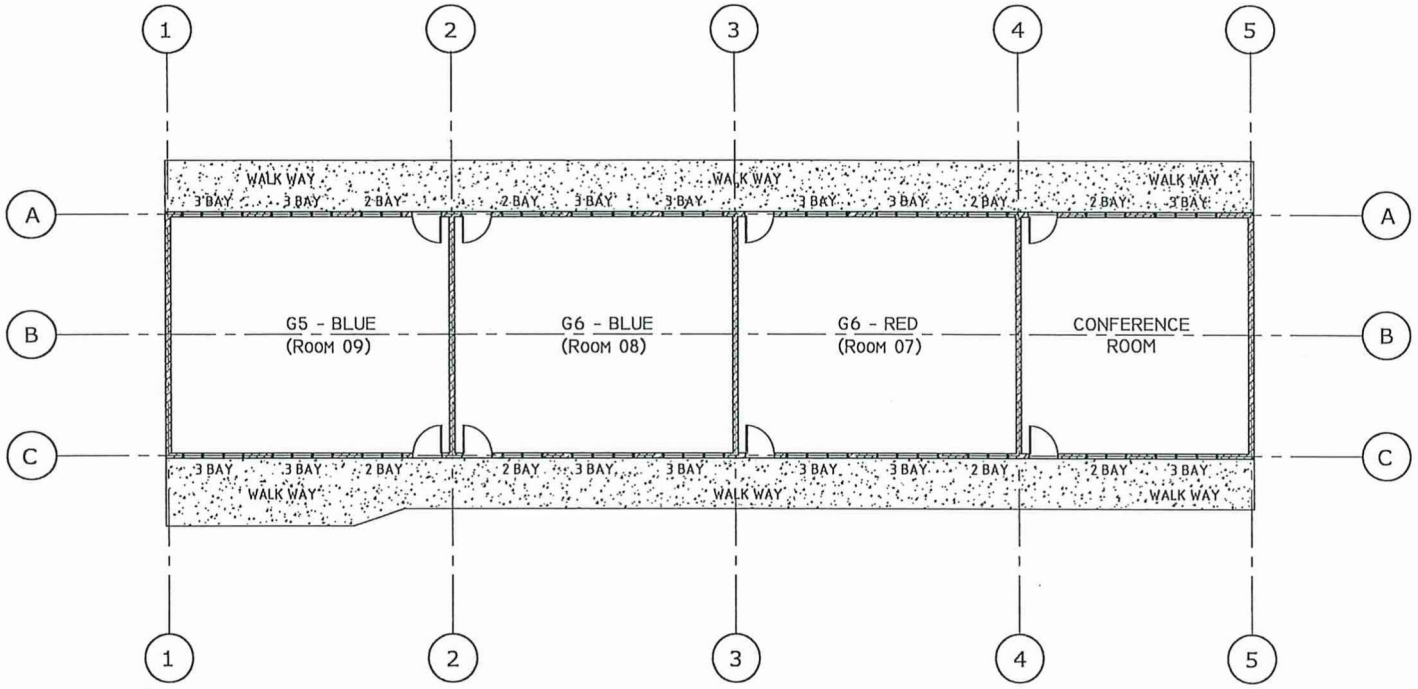
- Remove existing floor tiles.
- Allow for self-leveling floor compound
- Wash and clean existing floor and make sure there are no uneven surface on the floor surface.
- Install new vinyl tiles (300mmx300mm) to the flooring.

Railing and Staircase.

- Cut and replace any damaged or corroded 50mm CHS.
- Wash, clean and repaint all railing surfaces with same paint color as the existing one.
- Wash, clean and repaint all existing staircase with same paint color as the existing.
- Replace any damaged railing along the corridor with new ones, same specification as the existing ones.

1.2. PRIMARY SCHOOL BUILDING 4 FLOOR PLANS.

Refer to attached floor plans.



- XX-XX

FIRST FLOOR PLAN

1: 150 @ A3

National Hosting Authority
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remains the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	–/–/–

PROJECT TITLE:

SOL2023, IF, GAMES VILLAGE, ST. NICHOLAS, KUKUM

DRAWING TITLE:

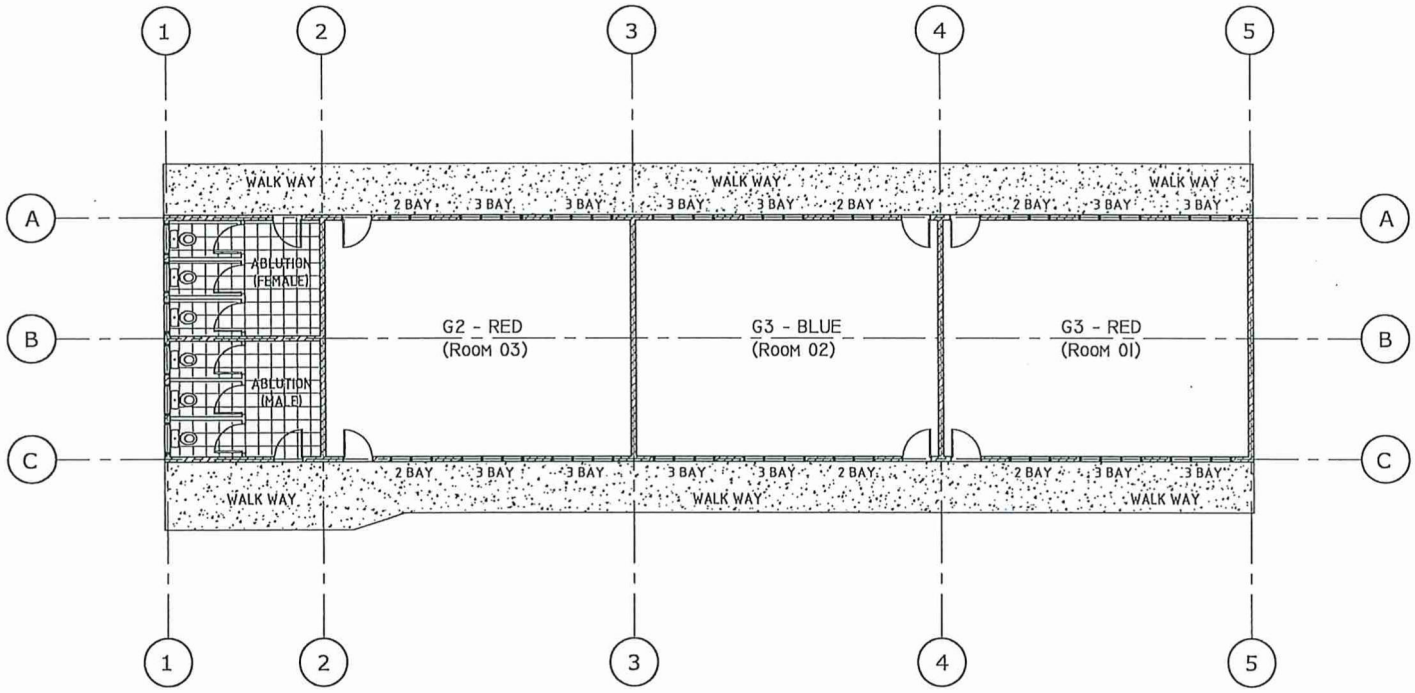
BUILDING 04 - FIRST FLOOR PLAN

CLIENT:

National Hosting Authority

ISSUE STAMP:

DRAWN. D.P	CHECKED. F
APPROVED. –	SCALE. 1:150 @A3
PROJECT No. –	PLOT DATE. 3/9/23
SHEET No. –	ISSUE No. A



GROUND FLOOR PLAN

- / XX-XX

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National Hosting Authority
2023 Pacific Games

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ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--/--

PROJECT TITLE:

SOL2023, IF, GAMES VILLAGE, ST. NICHOLAS, KUKUM

DRAWING TITLE:

BUILDING 04 - GROUND FLOOR PLAN

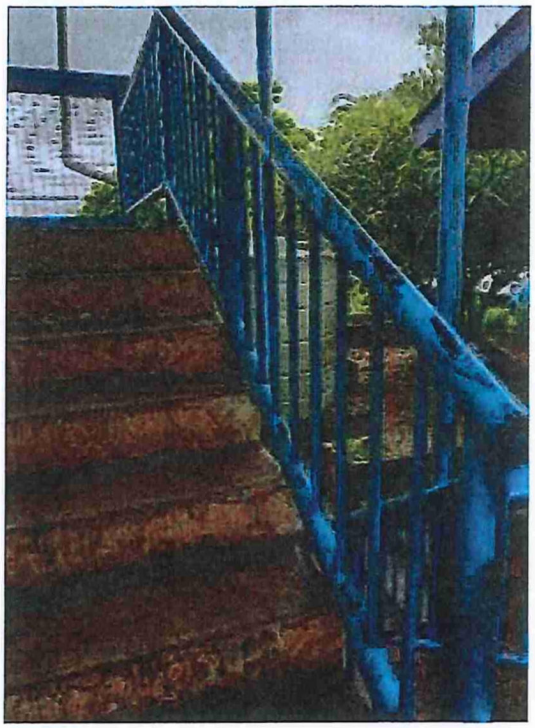
CLIENT:

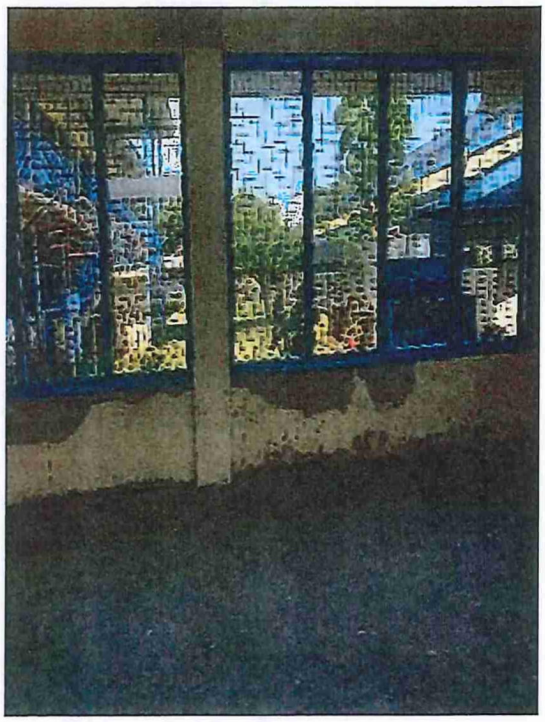
National Hosting Authority

ISSUE STAMP:

DRAWN. D.P	CHECKED. F
APPROVED. –	SCALE. 1:150 @A3
PROJECT No. –	PLOT DATE. 3/9/23
SHEET No. –	ISSUE No. A

1.3. ST. NICHOLAS SCHOOL BUILDING 4 PHOTOS







SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: John Tangisi
Managing Director
West Cape General Construction
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST NICHOLAS COLLEGE / CARPENTRY / A52 / Lot 5

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract for labour based supply for the Games Village Upgrade Works.

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

By Copy of this letter, responsible authorities are hereby advised of this award.

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3 Nov 22
Sign:
National Hosting Authority

Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

Capital
INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

12 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME	:	Westcape General Earthwork & Construction
POLICY TYPE	:	Workers Compensation
POLICY NUMBER	:	60312
PERIOD OF INSURANCE	:	From 9 December 2022 at 4:00pm To 9 December 2023 at 4:00pm
INTEREST INSURED	:	Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law
GEOGRAPHICAL LIMITS	:	Anywhere in Solomon Islands
SUMS INSURED	:	As per benefits under the Workers Compensation Act Common Law Liability Limit - $150,000 per event
STANDARD DEDUCTIBLE	:	Nil applies

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.

Shirley S. Hohoko
Senior Underwriter

Suite 208, Hyundai Mall, PO Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

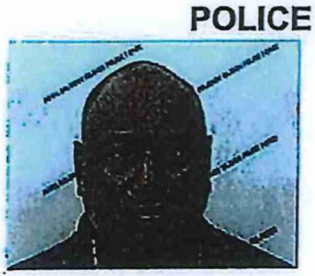
ANNEX III: POLICE CLEARANCE CERTIFICATES

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46133

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TANGISI	**John**
GENDER:	**DATE OF BIRTH:**
Male	**Dec 05, 1975**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

64096a5-06fe-4789-a2f2-e637dfbb2cb9

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46144

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
AFIA	**Lenny**
GENDER:	**DATE OF BIRTH:**
Female	**May 03, 2004**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

d2bf774e-c9d5-490e-bd03-0229888bb3a7

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46143

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
SAONUKU	**Tia Barrett**
GENDER:	**DATE OF BIRTH:**
Male	**Nov 29, 2000**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

2873aa26-ab3b-45ba-adfc-1dc52fa6bea1

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46142

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
BETI	Frank
GENDER:	DATE OF BIRTH:
Male	May 10, 2004

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

099e8146-b1de-4c77-b8a4-f165b85d6ae6

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46140

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ISA	**Adrian**
GENDER:	**DATE OF BIRTH:**
Male	**Dec 25, 1995**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

d94990b2-29fa-43b2-86cc-689cba4dba81

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46141

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TAUWATA	**Joseph**
GENDER:	**DATE OF BIRTH:**
Male	**Aug 15, 1998**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

5b31285e-11c5-4f25-a04e-660164861927

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46145

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ISA	**Jason**
GENDER:	**DATE OF BIRTH:**
Male	**Oct 25, 1998**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

f21d52f3-8ec1-4538-a794-fc4b3c0a4041

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46138

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TAVE	William
GENDER:	**DATE OF BIRTH:**
Male	Jul 17, 2000

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

dcf2d882-8b11-4eb7-8ea2-3983418cf976

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46137

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME: **WITLAM**

GIVEN NAMES: **Wilfred**

GENDER: **Male**

DATE OF BIRTH: **Aug 23, 1997**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

08c5b434-cdc4-4785-9efd-c94ed7d1efa0

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46136

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
POLESI	**Michael**
GENDER:	**DATE OF BIRTH:**
Male	**Aug 08, 1994**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

15303899-c067-4ce0-ad24-cd6ec044304a

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46134

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TANGISI	**Asinate**
GENDER:	**DATE OF BIRTH:**
Female	**Jan 24, 2003**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

ad74964d-7746-4ae8-94ad-d15481f14a7d

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46135

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
FORAU	**Clayson**
GENDER:	**DATE OF BIRTH:**
Male	**Feb 11, 2001**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

cf29fce0-85ce-46b6-bc19-98927bf68e1c

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

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	PMC 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		✓		
Completion report if ~~goods/services and~~ works have been completed		✓		
Other reports if any ~~(goods and services)~~ Completion Cert.		✓		
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 COA - ELECTRICAL

Date: 30/08/2023

Procurement section Compliance performed by:

Signed: _____

Name and Position: PA manager (PCM)

Date: 30/8/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: Pauline Tom - Accounts Payable.

Date: _____

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: WEST CAPE-GENERAL EARTHWORKS & CONSTRUCTION

1) Minute	☐	Sign by FC _____	Sign by ED _____
3) Requisition	☑	Sign by Complianceofficer	✓ _____
2) Requisition	☐	Sign by FC _____	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 _____

Comments:

Resp CHQ# 000061

~~NHA~~ PMU

NHA-DFAT PAYMENT VOUCHER

Cheque No: `000061

Payment to: WESTCAPE GENERAL EARTHWORKS & CONSTRUCTI

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Voucher No: PMU/824/23

Date: 10-Aug-23

Approval by: Executive Director 11/8/23
Date:

Approval by: Financial Controller 10/8/23
Date:

Account Codes			
Code	Name	FULL DETAILS OF CLAIM	Amount (SBD)
6-2600-07	ST NICHOLAS COL	Progress Payment No.02-35% Labour based Contract- ST Nicholas College- Carpentry -	96,300.44
	LABOUR COST	Classroom & Ablution Block-GTB-GFC09/22-Games Village	
		Total:-	96,300.44

Amount in Word: Ninety Six thousand three hundred dollars ~~only~~ and forty four cents,

Cheque Signatories:

Signature:	
Dr Jimmie Rodgers	NHA Chair

Signature:	
Mckinnie P Dentana	PS Finance

Signature:	
Gilbert John Osmond Muria	Attorney General

Procurement Checklist:

No: of Quatations:	Non
Purchase Order #	Non
PR #	PMU-824/23

Please indicate the type of payment:

CONSULTANCY FEE	
PAYMENT IN ARREARS	
RENTAL	
PERDIEM	
CONTRACT INSTALLMENT	
UTILITIES	
MISC/OTHER	

JOHN TANGISI

Received By
Name & Signature

PAID
DATE 14/8/23 000061

Gregory Sole

Prepared By
Finance Officer - Name & Signature

NHA-DFAT FUND

WESTCAPE GENERAL EARTHWORKS & CONSTRUCTION
P.O.BOX 16,HONIARA
HONIARA
Solomon Islands

REMITTANCE ADVICE

Date: 10/08/2023

Payment Number: 000061

Payment Amount: $96,300.44

WestCape - Payment No.02- 35% Progress claim work at St Nicholas College- Carpentry works- Games village

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00001523	20/07/2023	$275,144.11	$0.00	$55,028.82	$96,300.44

BSP
HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

11 / 08 / 2023

Pay West Cape General Earthworks & Construction or bearer

the sum of Ninety SIX thousand and three hundred dollars 44/100 $ 96,300-44

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000061 2001614631

JOHN TANGISI

14/08/23.

PAYMENT SCHEDULE

WEST CAPE EARTHWORKS & CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST. NICHOLAS COLLEGE - CARPENTRY WORK / A52 / LOT 5.

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			297,453.09				
20/07/2023	No.1	20%	59,490.62		4,461.80	55,028.82	Paid
10/08/2023	No.2	35%	104,108.58		7,808.14	96,300.44	Payment in progress
	No.3	35%	104,108.58		7,808.14	96,300.44	
	No 4 - RETENTION	10%	29,745.31		2,230.90	27,514.41	
						-	
TOTAL			*297,453.09*	-	*22,308.98*	*275,144.11*	

NEW- POSTED TO DIRECT DFAT MYOB

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-824/23.

DEPARTMENT: PMU.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY — SUPPLIER	ORDER NO.	COST
1	LS	Request payment NO.2 (35%) for Labour-based contract for upgrade of schools for Games Village to West Cape General Earthworks & Construction.	West Cape - General Earthworks & Construction.	—	$ 104,108.58
				TOTALS	$ 104,108.58

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 104,108.58 Date: 08-08-23.

Requisition Officer (Name): Soleana Cagahe 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$ 104,108.58

Signed:

Name: CN

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 Hiraue Date: 16/08/23

Position: PCM NHA

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-824/23

DEPARTMENT: PMU.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY — SUPPLIER	ORDER NO.	COST
1	Lot	Request payment NO.2 (35%) for Labour-Based contract for upgrade of schools for Games village to West Cape General Earthworks & Construction.	West Cape - General Earthworks & Construction.	—	$ 104,108.58
				TOTALS	$ 104,108.58

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 104,108.58 Date: 08-08-23.

Requisition Officer (Name): Soleana Lagahe Sign:

Account Code: 6-2717

Account Name: Other Land Fill Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy Bird Sign:

Post: Executive Director

Department: UFC - PMU.

Authority is granted for expenditure not exceeding:

SBD$ 104,108.58

Signed:

Name: CN/a

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 Hamave Date: 16/08/23

Position: PCM NHA

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

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Executive Director, NHA

Thru: Leeroy Bird, Executive Director, PMU 8/8/23

From: Graham Lilo, PMU

NHA Ref: **GL-080823**

Date: Tuesday 8th August 2023

SUBJECT: Request Payment N0.2 (35%) for Labour-based Contract for Upgrade of Schools for the Games Village to West Cape General Earthworks & Construction - Lot 5, Carpentry Works.

Dear ED,

I refer to the above subject, your approval is hereby sought to pay to **West Cape General Earthquakes** (as per contract terms and conditions). Details of payment are attached as herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	WestCape General Earthworks & Construction	35%	$104,108.58

I therefore request your approval for the above payment to be made. See attached invoice and other relevant documents in support of the above request.

Kind regards,

Graham Lilo
Project Manager, PMU

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR XVII 2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY

..... 10/8/23
Signature Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved
✓	

Cc. FC

Original

TAX INVOICE*/STATEMENT* 0001320

(*delete as appropriate)

Date 7/8/23

To National Hosting Authority

ABN (of Recipient) | Order No.

From West Cape General Construction

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	Being for renovation works at St. Nicholas School Building for Game Village. Building 4.			
				104,108-58
				104,108-58

TOTAL INCLUSIVE OF G.S.T.

Total includes G.S.T. of

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

PROGRESS PAYMENT CERTIFICATE NO: 02

Payment Schedule Name:	Payment No. 2		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 5 - Carpentry Works for Building 5- Classroom		
Contractor:	West General Earthworks & Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	7-Aug-23
		Date Issued for payment:	8-Aug-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$279,453.09		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$59,490.62	$59,490.62	Paid
2	Payment 2 - 35%	$104,108.58	$ 104,108.58	This Claim
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$163,599.20**		
9	**Original Contract Value**	**$ 279,453.09**		
10	**Total Adjusted Contract Value**	**$ 279,453.09**		
11	**Balance of Contract Payment**	**$ 115,853.89**		

B PAYMENT DETAILS

	Progress payment for this claim	$104,108.58	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 104,108.58	

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract (Contract No: GTB-GFC09/22)

Payment is hereby certified: 08/08/23
Graham Lilo (Project Manager) *Date*

Compliance and approved by: 08/08/23
Soleana Gagahe (Contract Manager) *Date*

Claim is hereby approved for payment by: 8/8/23
Leeroy Bird (Executive Director - PMU) *Date*

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

St Nicolas Primary School
Building 4

Site Report

*The leakage from the roof that caused damage to the ceiling has been fixed.

*All visor boards have been completely painted.

*Removing of bird nests from the external ceiling. Repatching and repainting are all completed.

*All damage Masonite's are removed and replace.

*Interior walling's are complete by painted.

*OID window frames has been removed and replaced/repainted.

*The OID tiles removed completely.

*Old doors have been repainted and reinstalled.

*All window frames/louvres have been removed and replace with new ones.

*All damage corridors ceiling has been removed replace and repainted.

*The old rail paints have been removed and repainted completely.

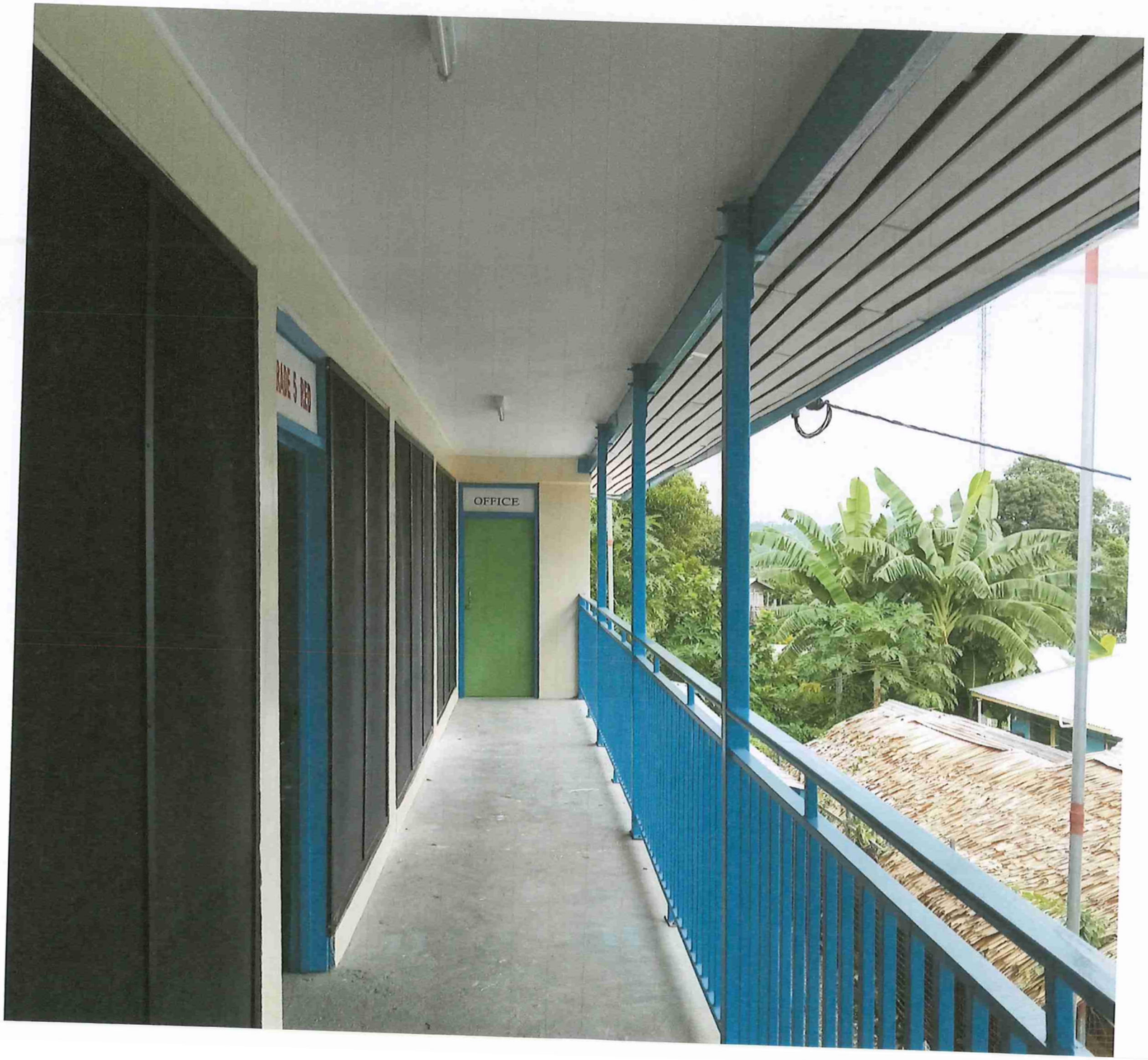
Both Boys and Girls ablutions

*The ablution blocks have been completely painted.

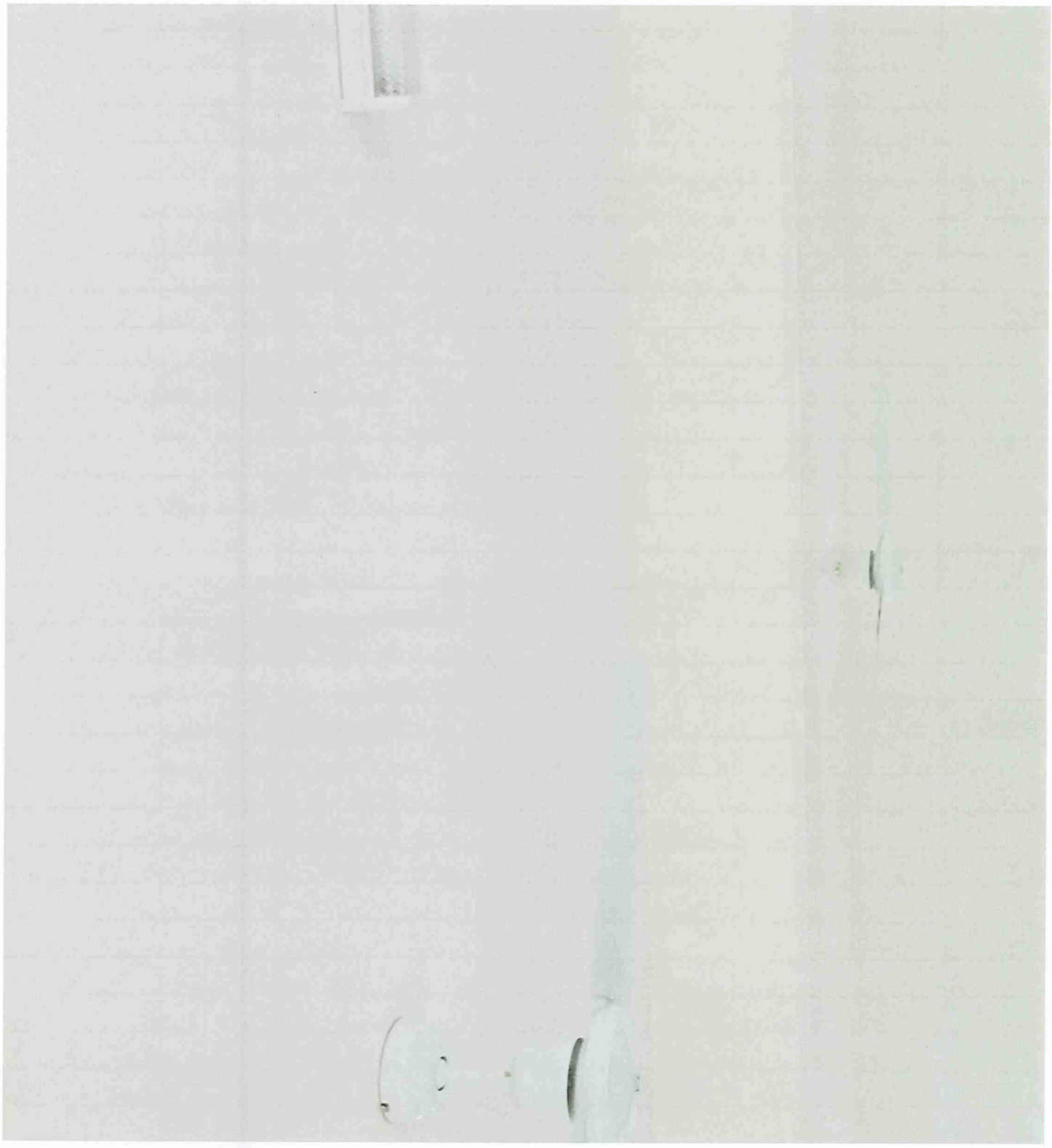
*Window frames/door frames and screen nets has been removed and replaced with the new ones and repainted completely.





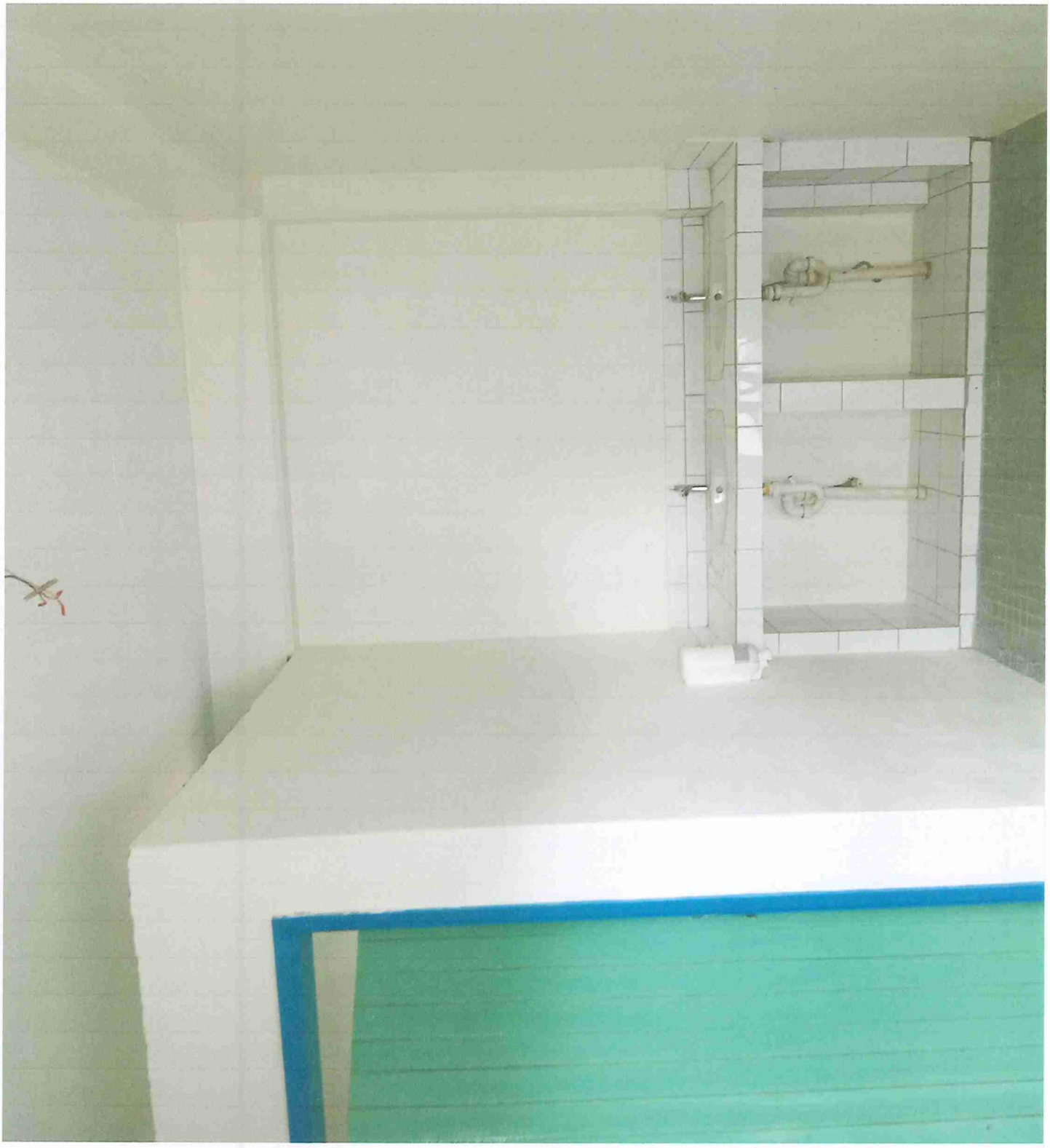

OFFICE











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

PROJECT MANAGEMENT UNIT
PROGRESS REPORT

PROJECT DETAILS:	
DOCUMENT NAME	GAMES VILLAGE. ST. NICHOLAS SCHOOL BUILDING 4 CARPENTRY WORKS.
CONTRACT #	**GTB-GFC09/22**
CONTRACTOR	WESTCAPE GENERAL EARTHWORKS & CONSTRUCTION.
CONTRACT START DATE	10th July 2023
REPORTING PERIOD	July 10th 2023 to 8th August 2023
REPORT PREPARED BY	Flory Anilafa

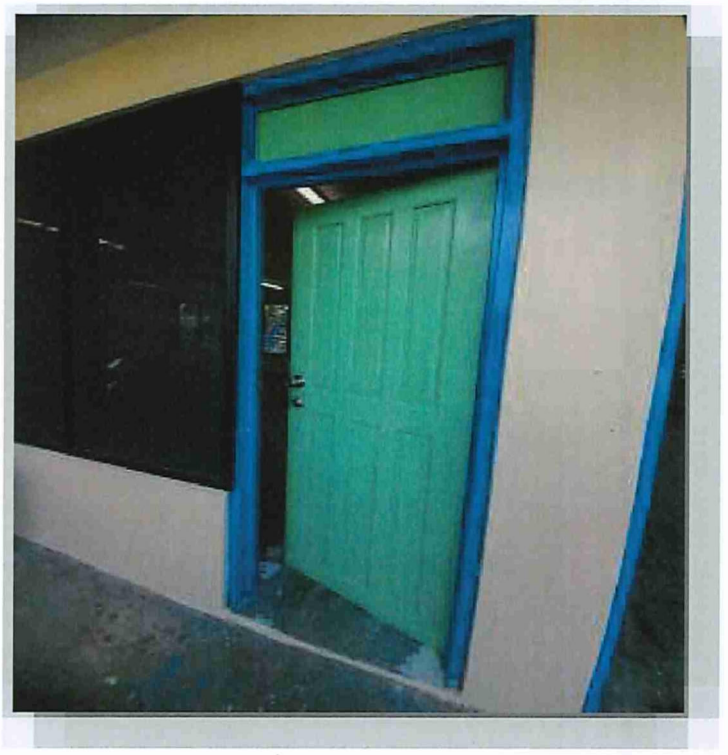
Inspection Summary

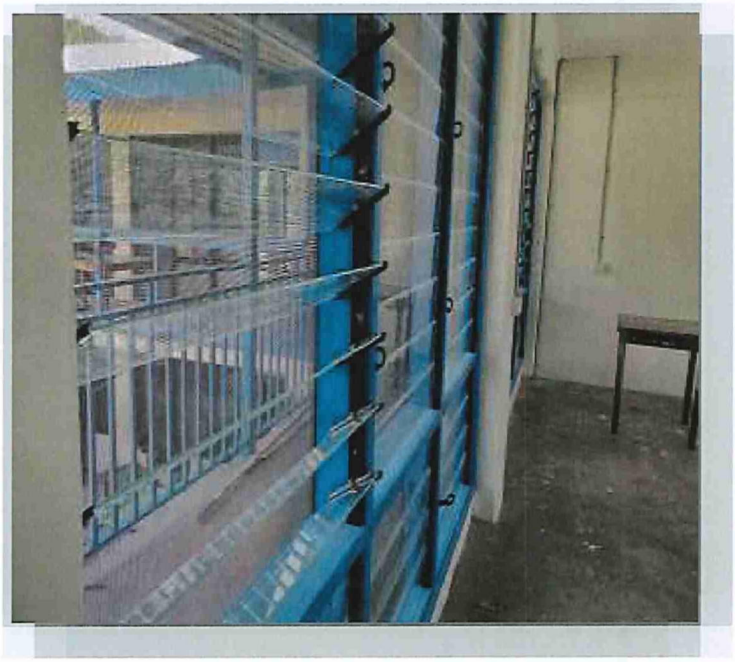
WESTCAPE CONSTRUCTION have notified the Project Management Unit of the completion of 50% Carpentry works for Building 4 on the 8th of August 2023 which qualifies the contractor for the second payment claim # 2 as per the contract.

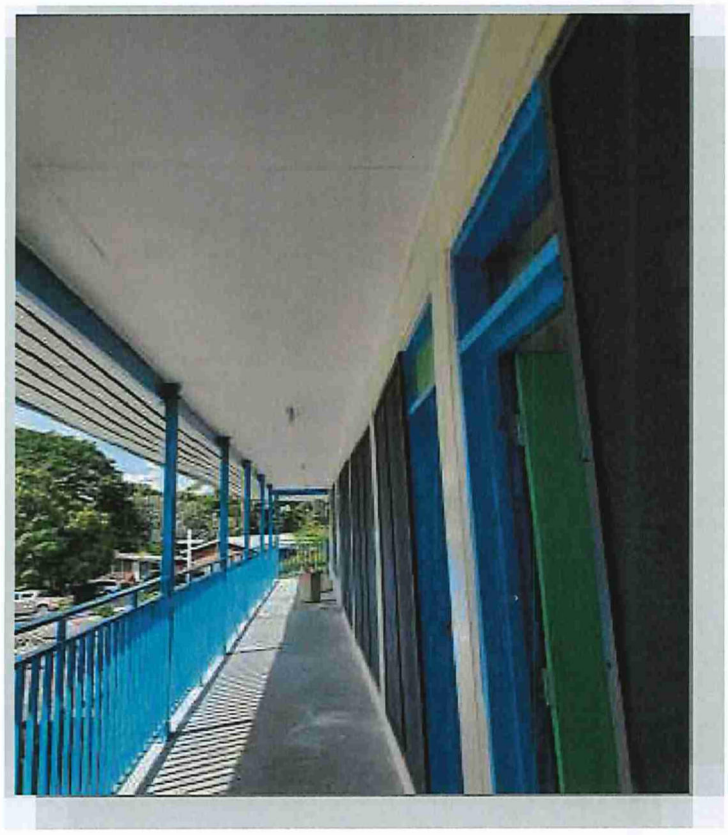
Upon site inspection on the 8th of July 2023 to inspect the completed works, contractor will be eligible for second payment claim #2 (35%) after completion of 50% Carpentry works for Building 4.

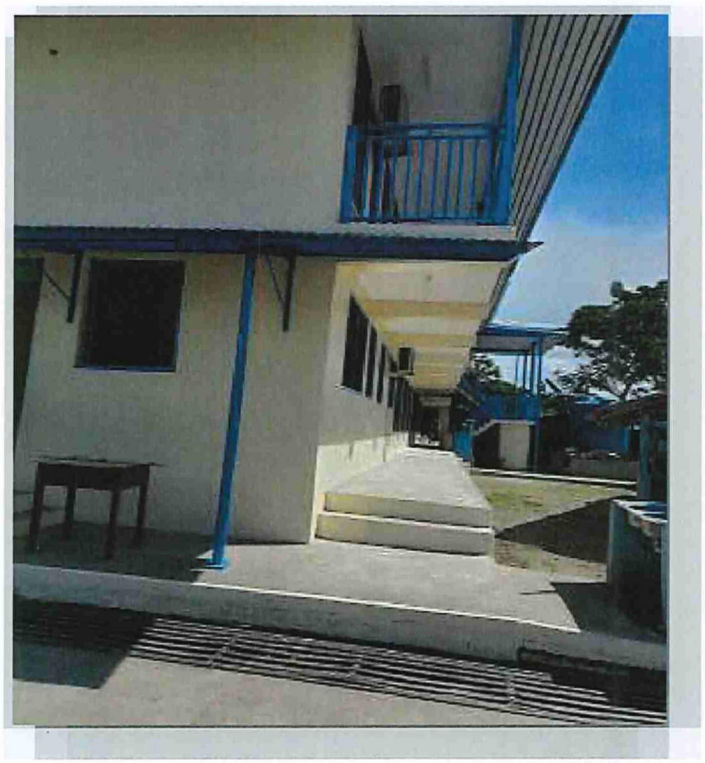
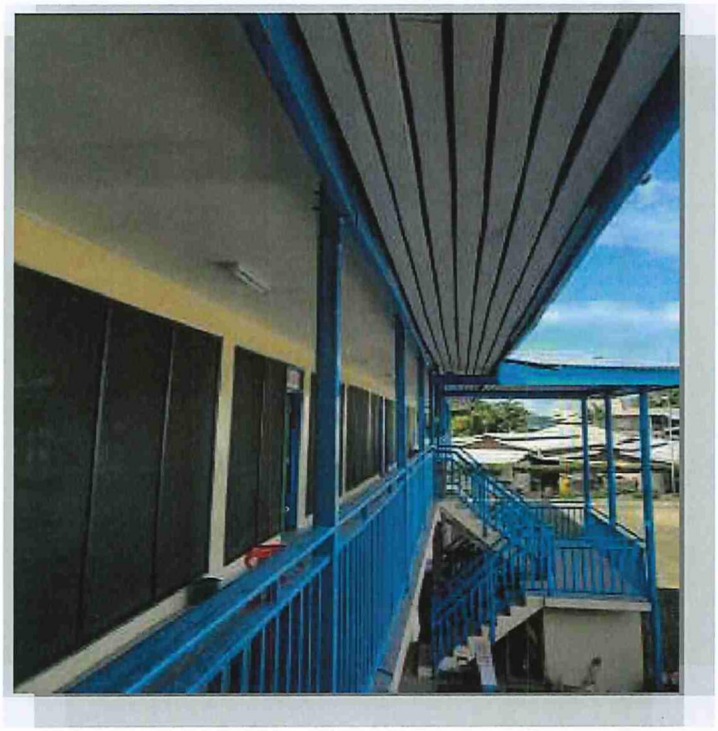
After inspection, it has been verified that the contractor has complied and completed all works that qualifies them for second claim #2 (35%).
Refer summary below for work details.

Summary of progress: Refer to photos below showing the completed Carpentry Works for Building 4.

Activity	Photos	Status
Replacing old doors with new ones. (Repaint, and Installing new door Knobs.)		Completed.

Sanding and repainting of window frames, installing new Louvre frames and louvre glasses to windows.		Completed.
Sanding and Repainting of Interior Walling and Ceiling		Completed

Interior Walling.		Completed
Sanding and Repainting of Exterior Walling and Ceiling.		Completed

Repainting of Exterior Walling.		Completed
Exterior walling		

Project Engineer Comments.	50% of Carpentry works for Building 4 completed and have complied with contract terms.	
Project Engineer sign off.		Flory Anilafa Project Engineer.

CONTRACT AGREEMENT

FOR

LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 5– SAINT NICHOLAS COLLEGE

CARPENTRY WORKS FOR BUILDING 4 - CLASSROOM

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

WestCape General Earthwork & Construction

(GTB-GFC09/22)

July 2023

CONTRACT AGREEMENT

THIS AGREEMENT made on this 3rd July 2023, between **National Hosting Authority,** representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

WestCape General Earthwork & Construction (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **John Tangisi,** herein the Managing Director of **WestCape General Earthwork & Construction,**

WHEREAS the Purchaser desires that the Works known as **Upgrade of Schools for the Pacific Games Villages 2023** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

The Purchaser and the Contractor (herein referred as parties) agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 7 months.

3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.

4. The total Price shall be **SBD$ 297,453.09.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** working days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority.**

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not be responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: SAINT NICHOLAS COLLEGE

    Name of Building: BUILDING 4 - CLASSROOM

11. From time to time during the 7 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:
    a. Tender Award Letter

b. *Worker's Compensation Certificate*
c. *Police Clearance Certificates*
d. *Other documents attached as additional Annexes to the Contract*

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

20. 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.

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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 Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	John Tangisi
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director WestCape General Earthwork & Construction
Date:	4.../7.../2023	**Date:**	3.../07.../2023

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL2023 PACIFIC GAMES

Witness signing by Project Management Unit/NHA	
Signature	.....
Name:	Eldon Tepa
Title:	Executive Director
Date:	3.../7.../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 Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** 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 Employer's counterparty.

1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.

1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.

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

1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.

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

1.12 The **Project Manager** is the person **named in the Contract Terms & Conditions** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.

1.13 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.

1.2 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 Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, 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 Employer and will not alter the agreed payment date.

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

4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.

4.3 The Employer 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 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer 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 Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer 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 Employer.

4.6 The Employer 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 Employer.

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or accidentially invloved with the following;

a) Not enter premises of unauthorised during working hours unless authorized by the Purchasers representative (s).
b) In a possession or consume alcohol or any drug substances within school boundary.
c) Playing of loud music or using explicit or unacceptable language on site.
d) Enter project site without authorization from the site engineer or in such a case directive from project manager.
e) Contractor is not allowed to employ anyone under the age of eighteen years old as this will be breach of contract and Employment Act of Solomon Islands and all international employment conventions.
f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

4.8 The Contractor shall ensure that the Safeguard policy related to environment and social responsibilities are considered and applied during execution of works on site; these policies include:

a) All Asbestos materials to be handled with care under supervision of site managers and in accordance with Asbestos removal procedures.
b) All construction related wasted to be removed and disposed at the proper site from school buildings.
c) Maintain clean and safe site for children where all materials cut offs, metals, and aluminium to be stored or disposed properly.

4.9 In lieu of this Contract, sexual exploitation abuse and Harassment in schools by contractor is deemed breach of the contract. This means that the Contractor and its personnel shall not in any inappropriate manner contact or attempt to perform such acts to any child, student, teacher, and or any person being seen vulnerable to sexual exploitation.

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer 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 Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer 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 Employer 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 Employer 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 Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer 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 Employer 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 Employer, stating the date and number of the Contract and other details requested by the Employer.

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 Employer.

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

10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.

10.5 Payment of an invoice by the Employer 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 Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

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 Employer 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 Employer 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 Employer, 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 Employer 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 Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer 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 Employer 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 Employer 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 Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer 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 Employer 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 Employer and the Employer 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 Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer 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 Employer. 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 The Contractor will provide the Employer 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 Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer 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 Employer'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 Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer'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 Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer 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 Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer 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 Employer'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 Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

If one or more provisions of these General Contract Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make alternative arrangements. The alternative arrangements must not undermine the purport of these General Conditions for the Execution of Works or the Contract.

Article 23 Follow-up order

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

Article 24 Long-term obligations

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. They include the provisions on: guarantee (article 4), confidentiality (article 8), non-performance (article 13), liability (article 14), termination (article 16.4), documentation (article 18), assignment of insurance proceeds (article 20.3), and disputes and applicable law (article 25).

Article 25 Disputes and applicable law

25.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.

25.2 The Contract is governed by the law of the Solomon Islands.

Article 26 Final provisions

26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.

26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: APPLICABLE 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 PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** WestCape General Earthwork & Construction P.O. Box 16 Honiara Solomon Islands Email: tangisijohn@gmail.com Mob: 7209909 **c. THE LOCATION SITE IS:** LOT 5- SAINT NICHOLAS COLLEGE: BUILDING 4 - CLASSROOM
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Flory Anilafa Project Management Unit National Hosting Authority Email: FAnilafa@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Christina Langa'ana Contract Administrator Project Management Unit National Hosting Authority Email: CLangaana@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within four weeks for each Lot from the Contract Commencement date. **Note:** *To this Contract, it 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	It is for the Purpose of this Contract that the Contractor shall guarantee 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 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 Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer 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 Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** **Eldon Tepa** **Executive Director** **Project Management Unit** **Email:** ETepa@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**

		John Tangisi WestCape General Earthwork & Construction P.O. Box 16 Honiara Solomon Islands Email: tangisijohn@gmail.com Mob: 7209909
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, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	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	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractor's performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule.

CONTRACT VALUE			SBD$ 297,453.09
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	**$ 59,490.62**	**$ 59,490.62**
Payment No.2	35% payment shall be paid upon completion of 50% of all Carpentry Works for Building 4 as per the Scope of Works and upon verification by the Site Engineer	**$ 104,108.58**	**$ 104,108.58**
Payment No.3	35% payment shall be paid upon completion of the remaining 50% of Carpentry Works for Building 4, upon verification by the Site Engineer and the issuance of the Certificate of Practical Completion to the Contractor	**$ 104,108.58**	**$ 104,108.58**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after six months	**$29,745.31**	**$29,745.31**
TOTAL			**$ 297,453.09**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

PACIFIC GAMES
SOLOMON ISLANDS

NATIONAL HOSTING AUTHORITY

PROJECT MANAGEMENT UNIT

ST. NICHOLAS SCHOOL BUILDINGS FOR GAMES VILLAGE.



ST. NICHOLAS SCHOOL

RENOVATION WORKS

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

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SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Description of Services:

The National Hosting Authority, Project Management Unit has required to renovate interior of the classroom buildings and Ablution blocks at ST. NICHOLAS SCHOOL as it is one of the seven schools. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to design and execute the job.

The Contractor shall provide all labor, equipment, supervision and other related items required to complete the project as per scope of work and specifications. Contractors are advised to visit the site, verify the existing site conditions to develop their proposal.

Summary of the Major Tasks

- Renovation of Classroom Buildings and Ablution Blocks.
- Main Buildings interior painting, including Classrooms and Ablution Blocks.
- Installing and replacing of broken louvre glasses and window frames.
- Replacing old door leaf and door frames.
- Installing new tiles to existing floor.

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

1. BUILDING 4.

Building 4 consists of six classrooms.

1.1. CARPENTERY WORKS

Doors

- Replace old and broken doors with new solid core doors, including butt hinges and entrance door lockset. Or as instructed by site engineer.
- Allow to replace old and damaged door frames.
- Repaint all door frames and door leaf with same paint color as the existing.

Windows

- Wash and clean all window frames and repaint with same paint color as the existing color.
- Replace broken 36 inches 150mm x 6mm TK clear louvre glasses with new ones.
- Replace all 10-blade louvre frame with new 10-blade aluminium palmair louvre frames with new ones.
- Replace all 4-blade louvre frame with new 4-blade aluminium palmair louvre frame with new ones.
- Replace old window mesh with new aluminium invisi mesh. This will be done by suppliers.

Ceiling & Roofing

- Roof and ceiling Maintenance.
- Extend copper to the end of roofing where leakage is visible.
- Replace rotted exterior timber ceiling and rafters.
- Scheme coat all ground floor ceiling with Gyprock compound.
- Install Cornice to ceiling corner.
- For the first-floor ceiling, replace all ceiling massonite with FC board.
- Wash and clean all interior and exterior ceiling surface area and re-paint with same colour as the existing colour (off White color Paint).
- Repaint all exterior walling with same paint color as the existing color.

Walling

- Wash and clean all interior and exterior wall surface area, replace any broken Masonite with FC board and re-paint with same colour as the existing colour (Off-White Colour paint).
- Wash cleaned all black board surface area and re-paint with chalk board paint.
- Remove old rotten notice board and replace it with a new Flame guard canite sheets, same specification as the existing one.
- Install Cornice to walling corner.
- Render broken walling.
- Use Metal corner Strip while plastering is done.

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Fascia board.

- Remove old and rotten fascia board (8x1) with new one.
- Wash and clean all the fascia board surface and re-paint with the same paint colour as the existing.

.Flooring

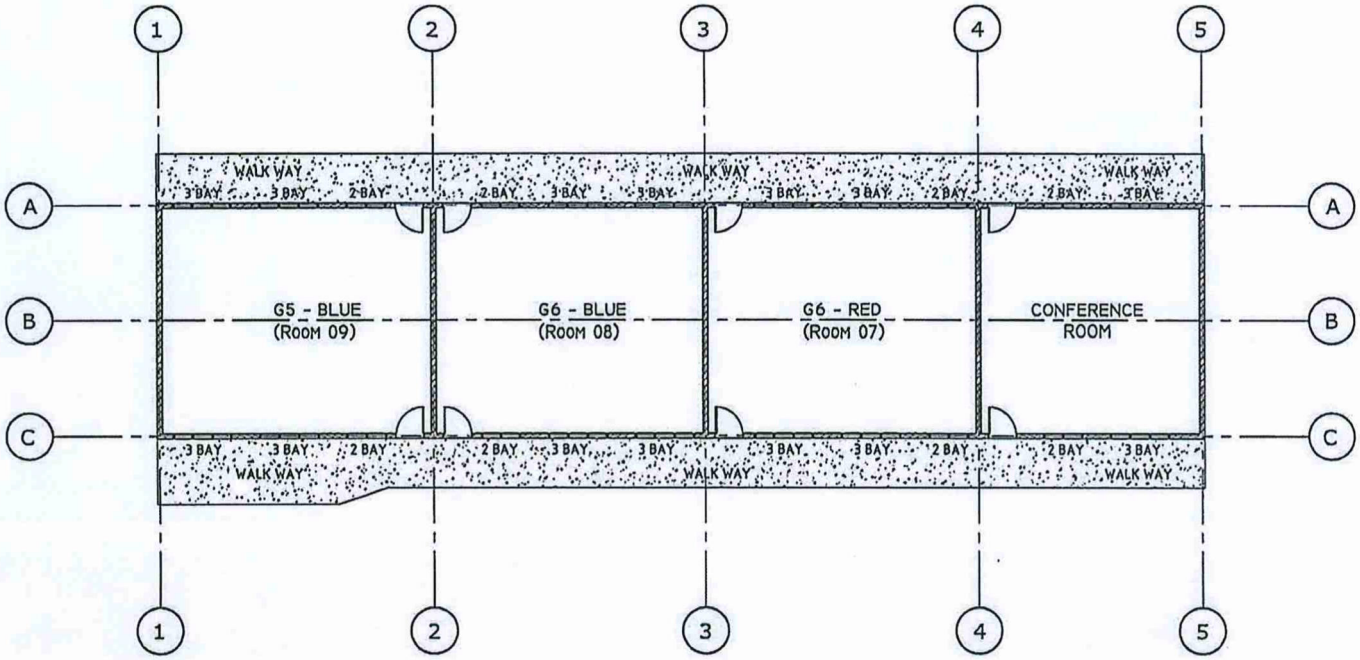
- Remove existing floor tiles.
- Allow for self-leveling floor compound
- Wash and clean existing floor and make sure there are no uneven surface on the floor surface.
- Install new vinyl tiles (300mmx300mm) to the flooring.

Railing and Staircase.

- Cut and replace any damaged or corroded 50mm CHS.
- Wash, clean and repaint all railing surfaces with same paint color as the existing one.
- Wash, clean and repaint all existing staircase with same paint color as the existing.
- Replace any damaged railing along the corridor with new ones, same specification as the existing ones.

1.2. PRIMARY SCHOOL BUILDING 4 FLOOR PLANS.

Refer to attached floor plans.



- / XX-XX

FIRST FLOOR PLAN

1:150 @ A3

National Hosting Authority
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remains the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--/--

PROJECT TITLE:

SOL2023, IF, GAMES VILLAGE, ST. NICHOLAS, KUKUM

DRAWING TITLE:

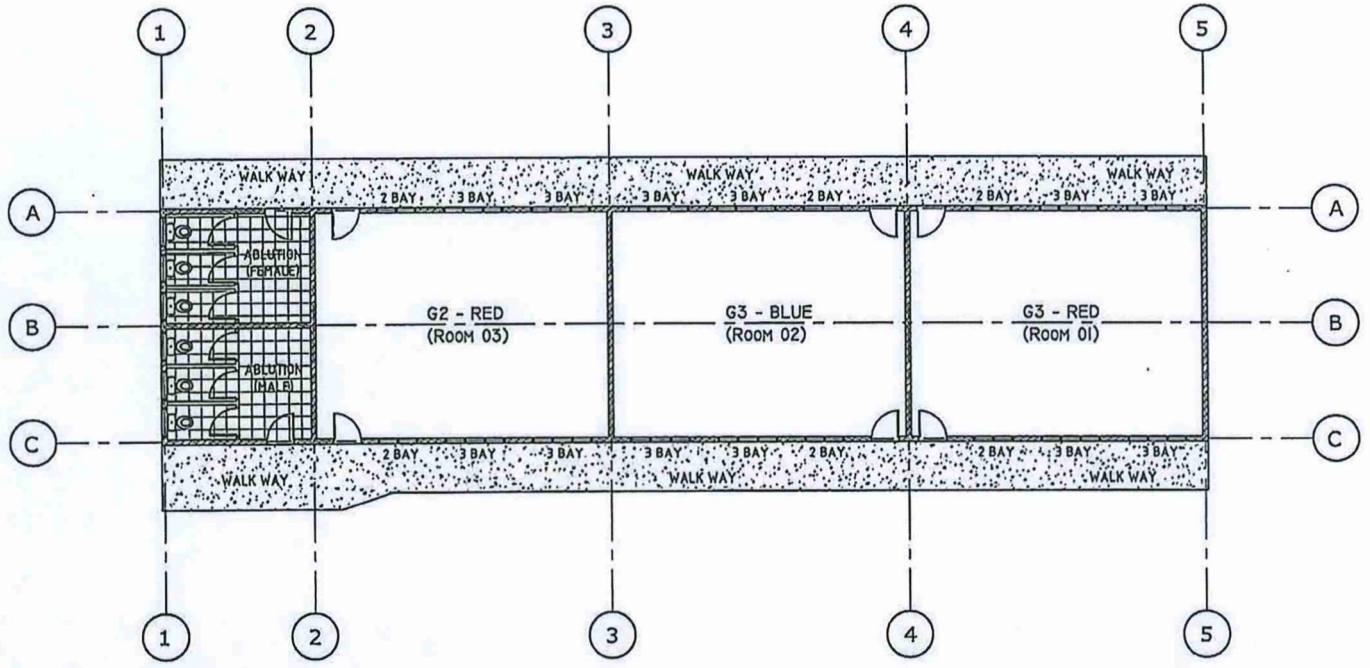
BUILDING 04 - FIRST FLOOR PLAN

CLIENT:

National Hosting Authority

ISSUE STAMP:

DRAWN. D.P	CHECKED. F
APPROVED. -	SCALE. 1:150 @A3
PROJECT No. -	PLOT DATE. 3/9/23
SHEET No. -	ISSUE No. A



GROUND FLOOR PLAN

- / XX-XX

1:150 @ A3

National Hosting Authority
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remains the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	–/–/–

PROJECT TITLE:
SOL2023, IF, GAMES VILLAGE, ST. NICHOLAS, KUKUM

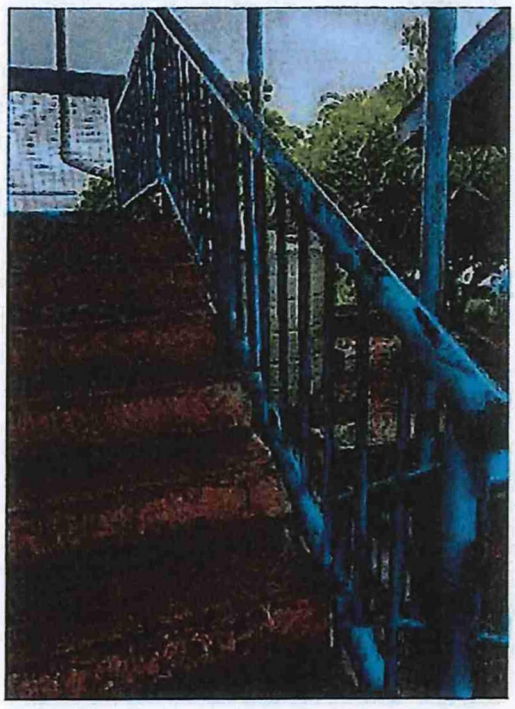
DRAWING TITLE:
BUILDING 04 - GROUND FLOOR PLAN

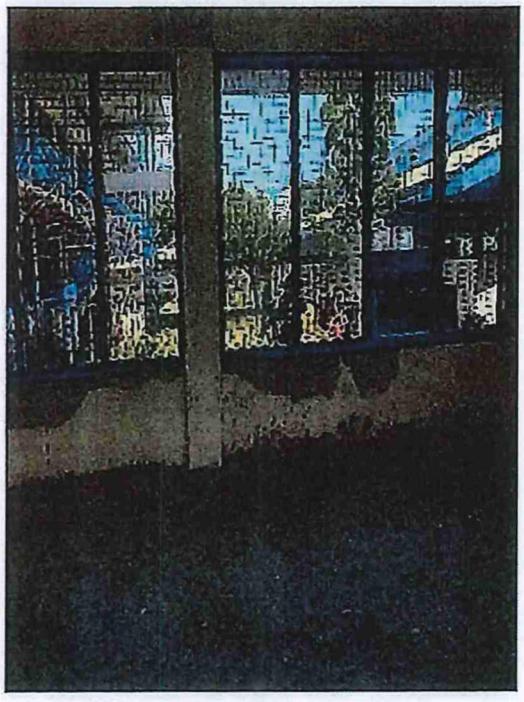
CLIENT:
National Hosting Authority

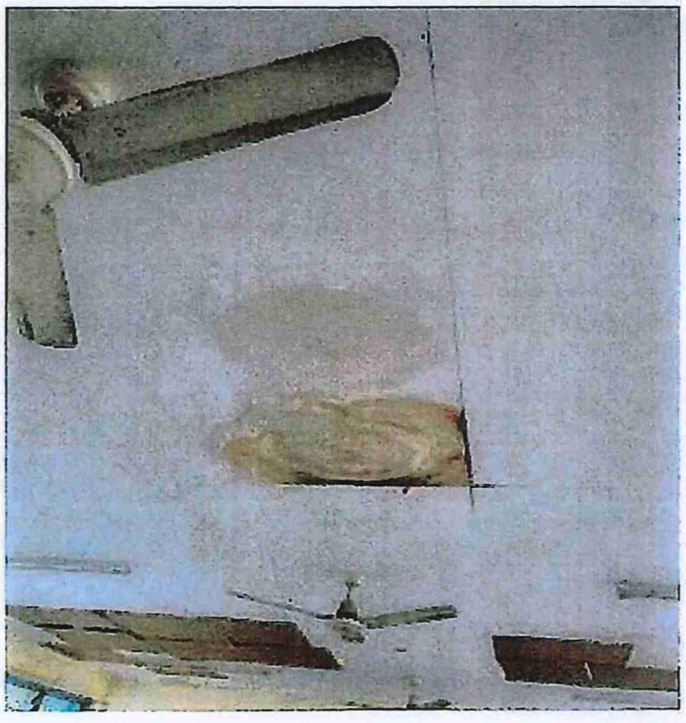
ISSUE STAMP:

DRAWN. D.P	CHECKED. F
APPROVED. –	SCALE. 1:150 @A3
PROJECT No. –	PLOT DATE. 3/9/23
SHEET No. –	ISSUE No. A

1.3. ST. NICHOLAS SCHOOL BUILDING 4 PHOTOS







SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: John Tangisi
Managing Director
West Cape General Construction
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST NICHOLAS COLLEGE / CARPENTRY / A52 / Lot 5

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract **for labour based supply for the Games Village Upgrade Works.**

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

By Copy of this letter, responsible authorities are hereby advised of this award.

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3/11/22
Sign:
National Hosting Authority

Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

Capital
INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

12 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME	:	Westcape General Earthwork & Construction
POLICY TYPE	:	Workers Compensation
POLICY NUMBER	:	60312
PERIOD OF INSURANCE	:	From 9 December 2022 at 4:00pm To 9 December 2023 at 4:00pm
INTEREST INSURED	:	Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law
GEOGRAPHICAL LIMITS	:	Anywhere in Solomon Islands
SUMS INSURED	:	As per benefits under the Workers Compensation Act Common Law Liability Limit - $150,000 per event
STANDARD DEDUCTIBLE	:	Nil applies

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.

Shirley S. Hohoko
Senior Underwriter

Suite 208, Hyundai Mall, PO Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

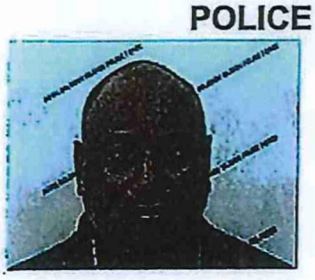
ANNEX III: POLICE CLEARANCE CERTIFICATES

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46133

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TANGISI	**John**
GENDER:	**DATE OF BIRTH:**
Male	**Dec 05, 1975**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

64096a5-06fe-4789-a2f2-e637dfbb2cb9

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46144

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
AFIA	**Lenny**
GENDER:	**DATE OF BIRTH:**
Female	**May 03, 2004**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

d2bf774e-c9d5-490e-bd03-0229888bb3a7

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46143

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
SAONUKU	**Tia Barrett**
GENDER:	**DATE OF BIRTH:**
Male	**Nov 29, 2000**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6./1./2023.
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

2873aa26-ab3b-45ba-adfc-1dc52fa6bea1

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46142

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
BETI	**Frank**
GENDER:	**DATE OF BIRTH:**
Male	**May 10, 2004**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

099e8146-b1de-4c77-b8a4-f165b85d6ae6

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46140

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ISA	**Adrian**
GENDER:	**DATE OF BIRTH:**
Male	**Dec 25, 1995**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

d94990b2-29fa-43b2-86cc-689cba4dba81

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46141

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TAUWATA	**Joseph**
GENDER:	**DATE OF BIRTH:**
Male	**Aug 15, 1998**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

5b31285e-11c5-4f25-a04e-660164861927

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46145

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ISA	Jason
GENDER:	DATE OF BIRTH:
Male	Oct 25, 1998

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

f21d52f3-8ec1-4538-a794-fc4b3c0a4041

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46138

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TAVE	William
GENDER:	**DATE OF BIRTH:**
Male	Jul 17, 2000

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

dcf2d882-8b11-4ab7-8ea2-3983418cf976

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46137

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
WITLAM	**Wilfred**
GENDER:	**DATE OF BIRTH:**
Male	**Aug 23, 1997**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

08c5b434-cdc4-4785-9efd-c94ed7d1efa0

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46136

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
POLESI	Michael
GENDER:	**DATE OF BIRTH:**
Male	Aug 08, 1994

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

15303899-e067-4ce0-ad24-cd6ec044304a

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46134

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TANGISI	**Asinate**
GENDER:	**DATE OF BIRTH:**
Female	**Jan 24, 2003**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

ed74964d-7746-4ae8-94ad-d15481f14a7d

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46135

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
FORAU	Clayson
GENDER:	DATE OF BIRTH:
Male	Feb 11, 2001

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

cf29fce0-85ce-46b6-bc19-98927bf68e1c

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

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

PMU.

Required documents Prepared by Committee/Department	FI Ref	Committee	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓	✓	✓
Signed 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)				
Progress Report of works/Photos etc		Progress report.		
Completion report if goods/services and works have been completed				
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				✓

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: Christina. L (CA)

Date: 09th_08-2023.

Procurement section Compliance performed by:

Signed: _____

Name and Position: Peter Hinane PCM NHA

Date: 10/08/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: Gregory Sele (FO)

Date: 10/8/2023

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: WestCape General Earthworks & Construction

30/8/23 Payment

~~1) Minute~~	✓	Sign by ED			
2) Requisition	✓	Compliance Officer		Sign by ED	
1/9/23 ~~3)~~ Payment Voucher	✓	Sign by FC		Sign by ED	pp
4) LPO		Sign by FC		Sign by ED	
5) ~~IB Authorisations~~	✓	Sign by FC		Sign by ED	pp

ett@107

Comments:

Payment for approval & processing.

Bsp CHQ#000107

2023 RECIEVED
DATE 21/9/23
PACIFIC GAMES SOLOMON ISLANDS
SIGN

NHA-DFAT PAYMENT VOUCHER

Cheque No: `000107

Payment to: WEST CAPE EARTHWORTHS & CONSTRUCTION

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Voucher No: PMU-873/23

Date: 01-Sep-23

Approval by: _____ 4/9/23
Executive Director Date:

Approval by: _____ 4/9/23
FP Financial Controller Date:

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
6-2600-07	ST NICHOLAS COL	Payment No.03-35% Labour based Contract - For completion of50% of ALLCarpentry works	96,300.44
	LABOUR COST	Building No.04,lot 5- St Nicholas college	
		Total:-	96,300.44

Amount in Word: Ninety six thousand three hindred dollars and forty four cents

Cheque Signatories:

Signature:	
Dr Jimmie Rodgers	NHA Chair

Signature:	
Mckinnie P Dentana	PS Finance

Signature:	
Gilbert John Osmond Muria	Attorney General

Procurement Checklist:

No: of Quatations:	Non
Purchase Order #	Non
PR #	PMU-873/23

Please indicate the type of payment:

CONSULTANCY FEE	
PAYMENT IN ARREARS	
RENTAL	
PERDIEM	
CONTRACT INSTALLMENT	
UTILITIES	
MISC/OTHER	

JOHN TAN GISI _____
Received By
Name & Signature

PAID
DATE 05/9/23 CHQ. NO. 000107

Gregory Sale _____
Prepared By
Finance Officer - Name & Signature

NHA-DFAT FUND

WESTCAPE GENERAL EARTHWORKS & CONSTRUCTION
P.O.BOX 16,HONIARA
HONIARA
Solomon Islands

REMITTANCE ADVICE

Date: 1/09/2023

Payment Number: 000107

Payment Amount: $96,300.44

Westcape - Payment No.03-35%-labour based contract- 50% completion of All carpentry works- St Nicholas College. Building

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00001523	20/07/2023	$275,144.11	$0.00	$151,329.26	$96,300.44

BSP
HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

04, 09, 2023

Pay West Cape General Earthworks & Construction or bearer

the sum of Ninety Six Thousand Three Hundred $ 96,300.44

Dollars 44/100

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000107 2001614631

JOHN TANGISI

05/09/23.

JTangisi

PAYMENT SCHEDULE

WEST CAPE EARTHWORKS & CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST. NICHOLAS COLLEGE - CARPENTRY WORK / A52 / LOT 5.

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			297,453.09				
20/07/2023	No.1	20%	59,490.62		4,461.80	55,028.82	Paid
10/08/2023	No.2	35%	104,108.58		7,808.14	96,300.44	paid
1/09/2023	No.3	35%	104,108.58		7,808.14	96,300.44	Payment in progress
	No 4 - RETENTION	10%	29,745.31		2,230.90	27,514.41	
						-	
TOTAL			*297,453.09*	-	*22,308.98*	*275,144.11*	

NEW- POSTED TO DIRECT DFAT MYOB

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-873/23

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 payment for progress claim No.3 (35%) for completion of Final 50% Carpentry works for LOTS, St. Nicholas, Building 4 - Classroom.	West Cape General Earthworks & Construction.	Invoice # 0001321	$104,108.58
				TOTALS	$104,108.58

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $104,108.58 Date: 30th.08.23

Requisition Officer (Name): Soleana Cagahe Sign:

Account Code: 6-277

Account Name: Other Local Other Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy Bird Sign:

Post: Executive Director 30/08/23

Department: CFC-PMU.

Authority is granted for expenditure not exceeding:

SBD$ 104,108.58

Signed:

Name:

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

Compliance Check by: Signature

Name: Date: 30/8/23

Position:

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	

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

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA 31/8/23

Thru: Leeroy Bird, Executive Director, PMU 30/08/23

From: Graham Lilo, PMU

NHA Ref: **GKL - 300823**

Date: Wednesday 30th August 2023

SUBJECT: **Approval of Payment for Progress Claim No. 3 (35%) for completion of Final 50% Carpentry works for Lot 5, St. Nicholas, Building 4 -Classroom.**

Dear ED,

As per *Part IV "Payment Schedule"* of the Contract between NHA and **West Cape General Earthwork & Construction,** 35% payment shall be made upon completion of all works for Building 4 -Classroom.

After site assessment carried out **on 25th August 2023**, final 50% of Carpentry works has been done and thus are now eligible to claim completion payment N0.3 as per contract.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	**West Cape General Earthwork & Construction** Payment 3	35%	$104,108.58

I therefore request your approval for the above payment to be made. See attached invoice and other relevant documents in support of the above request.

Kind regards,

Graham Lilo
Project engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

31/8/23
Signature Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved
✓	

Cc. FC

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

Original

TAX INVOICE*/STATEMENT* 0001321

(*delete as appropriate)

Date 29/8/23

To National Hosting Authority

ABN (of Recipient) | Order No.

From West Cape General Construction

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	Being for Completion of St. Nicholas School Building for Game Village Building 4			
				104,108.58
				$104,108.58

TOTAL INCLUSIVE OF G.S.T.

Total includes G.S.T. of

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

PROGRESS PAYMENT CERTIFICATE NO: 03

Payment Schedule Name:	Payment No. 3		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 5 - Carpentry Works for Building 5- Classroom		
Contractor:	West General Earthworks & Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 03
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	29-Aug-23
		Date Issued for payment:	30-Aug-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$279,453.09		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$59,490.62	$59,490.62	Paid
2	Payment 2 - 35%	$104,108.58	$104,108.58	Paid
3	Payment 3 - 35%	$104,108.58	$104,108.58	This Claim
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$267,707.78**		
9	**Original Contract Value**	**$ 279,453.09**		
10	**Total Adjusted Contract Value**	**$ 279,453.09**		
11	**Balance of Contract Payment**	**$ 11,745.31**		

B PAYMENT DETAILS

	Progress payment for this claim	$104,108.58
	Retention-Purchaser retains % of this payment pursuant to clause	$ -
	Amount payable for this claim after Retention	$ 104,108.58

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract (Contract No: GTB-GFC09/22)

Payment is hereby certified: 30/08/23
Graham Lilo (Project Manager) *Date*

Complianced and approved by: 30/08/23
Soleana Gagahe(Contract Manager) *Date*

Claim is hereby approved for payment by: 30/08/23
Leeroy Bird (Executive Director - PMU) *Date*

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

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

CERTIFICATE OF PRACTICAL COMPLETION

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	**PROJECT REF**	05 ST. NICHOLAS
NHA PROJECT REF:	03 GV	**CERTIFICATE NO:**	ST. NICHOLAS - BUILDING 4- CLASSROOM
CONTRACT NO:	GTB 09/22	**DATE ISSUED OF COMPLETION CERTIFICATE**	30th -08-2023
CONTRACTOR:	WestCape General Earthworks & Construction.	**DLP (Defect Liability Period)**	2 Months
WORK TYPE:	CARPENTRY WORKS	**Lot No:**	Lot 5
PROJECT SITE:	ST. NICHOLAS SCHOOL	**BUILDING No.:**	BLD 4
BUILDING NAME:	BUILDING 4 CLASSROOMS		

1. TERMS AND CONDITIONS OF PRACTICAL COMPLETIONS

Practical Completion means that the Contract Works have been completed pursuant to the scope, terms and conditions of the Contract.

a) Pursuant to **Article 4 (Guarantee)**that the works is completed and shall be used for its intended purpose without material inconvenience and other works rectification completed.
b) Completed in accordance with the Contract terms and conditions pursuant to **Article 3-Delivery** as referenced in the scope of works and satisfactory inspection pursuant to **Article 5-Inspection**
c) With this Practical completion issuance, **Article 4 clause 4.5 (Defects Liability Period)** remained binding with the following terms and conditions.
    i. It is the liability of the Contractor to rectify any Minor defects and minor omissions for completion during the Defects Liability Period.
    ii. The Purchaser shall notify contractor of any defect during defects Liability period if cause of any damage is due to contractor's prior improper works.
    iii. Any undiscovered, latent or other defect or omission which the Site Engineer/Project Manager could not have reasonably discovered.
    iv. Any work which the site engineer and the Contractor have agreed to defer for completion during the Defects Liability Period, or such later date as agreed between the parties.
    v. Replace or repair any goods or technical installed equipment under Warranties of such goods or equipment.
    vi. Defects Liability Period commences thereafter signing and issuance f this certificate

for the period mentioned herein and as stated in the contract.

2. *Certification of Completion Endorsement*

i. *Inspection of the aforementioned works has been carried out on the 25th August 2023*
ii. *This is to certify that the Contract Works have been inspected and qualified for Practical Completion on 30th August 2023*
iii. *The Defects Liability Period commenced on this date and continues for a period of 30th August 2023 to 30th October 2023.*

This certificate shall form part of the contract and is legally binding, no waiver of this certificate unless so agreed by parties subjected herein and amendment to the original contract. This certificate is provided to the Principal and Contractor only, and for the purposes set out in this Contract. It is not to be used by the Principal, the Contractor, or any other person, for any other purpose.

Issued by: Graham Lilo (Project Manager) — 30/08/23 (Date)

John Tangisi
Contractor Representative — 30/08/23. (Date)

Signed by Soleana Gagahe
Contracts Manager — 30/08/2023 (Date)

Signed by Leeroy Bird
(Executive Director) — 30/08/23 (Date)

Copy to Contractor
Project Management Unit of the Games Facilities Committee, National Hosting Authority

Address: Lengakiki, Honiara, Solomon Islands

P.O Box G16

Email: JTangisi47

Contact: (677) 7440011

20th August 2023

TO: Chief Executive Officer
Project Management Unit
Games Facilities Committee
National Hosting Authority
Old Sea King Building, Point Cruz, Honiara, Guadalcanal
SOLOMON ISLANDS

Through: Site Construction Manager:

PROJECT: **Saint Nicholas Carpentry / Block 04: MONTHLY REPORT August 2023.**

1 INTRODUCTION

1.1 General

The Block 04 project is located/situated at the western side of the St.Nicholas Campus. The Block 04 project is a primary classroom with a double floor raised concrete block. The building is facing north and access at the front door. Contains one open classroom, with ablution room, with one separate toilet and a small store room. This is a full concrete building. Full electricity and water supply are in good condition.

1.2 The contractor for the Carpentry Component of the building Block 04 is the **Westcape General Earthworks & construction *Company*** of Honiara, Guadalcanal Province. This was a full labor contract, which was different from the general contract. Other components of the building

include but not limited to the Plumbing work, Electrical work, Timber supply, Hardware Materials, and last but not the least the transport.

1.3 The purpose of this report is to provide a monthly progress update on the Saint Nicholas /Carpentry /Block 04. And most importantly to allow the site supervisor doing his assessment, produce his report/recommendation to enable the payment progress without anymore difficulties. The project is aiming at completing within a month time line from the starting date.

1.4 Also this should help the site engineers so as the whole executive team to know exactly the progress and hope to make necessary and realistic estimation both in terms of duration as well costing.

2. PROGRESS TO DATE: For St. Nicholas /Carpentry /Block 04

Since 2022, the project was tendered out, and not until later in November then the award was received. The contract was officially signed by both parties on 3rd November 2022.

Weekly Progress Overview

July: 17-22

- Full clean up include all windows, doors, cupboards, bath-room, roofing, gutters etc.
- 2/4 of the materials arrived on site

July: 24 – 29

- Removal of all broken doors & door frames commence.
- Removal of all broken louvers, louver frame & window frame commence.
- Removal of all ceiling commence.

July- August: 31 - 5

- Removal of all broken doors & door frames still ongoing.
- Removal & installation of all broken louvers, louver frame & window frame still ongoing.
- Removal & installation of all ceiling still ongoing.
- Full sanding both internal and external part commence.

- Installation & painting of door frames & window frames completed.
- Installation of doors & louver clear sheet commence.
- Installation of window frames, partitioning, parking, battens, Silicones etc. commence.
- Installation of floor tiles commence.

August: 07 - 12

- Removal of all broken doors & door frames still ongoing.
- Removal & installation of all broken louvers, louver frame & window frame still ongoing.
- Removal & installation of all ceiling still ongoing.
- Full sanding both internal and external part still ongoing.
- Installation & painting of door frames & window frames completed.
- Installation of doors & louver clear sheet still ongoing.
- Installation of window frames, partitioning, parking, battens, Silicones etc. commence.
- Full sanding both internal and external part completed.
- Installation of window frames, partitioning, parking, battens, Silicones etc. completed.
- Installation of floor tiles completed.

August: 14 - 19

- Full installation & applying of paints on all doors, door frames, windows & window frames completed.
- Constructing & applying of paints on roof top, fascia board installation of ceiling & patching completed.
- Installation & applying of paints on all walls interior & exterior part completed.
- Constructing, Installation & applying of paints on flooring, railing & staircase completed.

3. CONCLUSION:

My brief conclusion of the work so far, it was fair and good. Whatever happens particularly, the late delivery of the materials on site, these needs to improve the coordination in between contractors etc. The effective payment schedules were all due to the approach that we accepted and adopted.

However, whatever as mentioned we determines to ensure that this project is fully complete with in the time frame.

4. RECOMMENDATION:

- Finally, the payment process needs to be ready within one or two days from the date the invoice was issued.
- Until we reconsider the procurement process, we will still have problem with late deliveries of materials.
- I am requesting our third payment (30%) be released. At least we still have the retention with you that can cater for any defected part after.

John Tangisi
Managing Director

Sign: 

CONTRACT AGREEMENT

FOR

LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 5– SAINT NICHOLAS COLLEGE

CARPENTRY WORKS FOR BUILDING 4 - CLASSROOM

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

WestCape General Earthwork & Construction

(GTB-GFC09/22)

July 2023

CONTRACT AGREEMENT

THIS AGREEMENT made on this 3rd July 2023, between **National Hosting Authority,** representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

WestCape General Earthwork & Construction (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **John Tangisi,** herein the Managing Director of **WestCape General Earthwork & Construction,**

WHEREAS the Purchaser desires that the Works known as **Upgrade of Schools for the Pacific Games Villages 2023** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

The Purchaser and the Contractor (herein referred as parties) agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 7 months.

3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.

4. The total Price shall be **SBD$ 297,453.09.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** working days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority.**

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not be responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: SAINT NICHOLAS COLLEGE

    Name of Building: BUILDING 4 - CLASSROOM

11. From time to time during the 7 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:
    a. Tender Award Letter

b. *Worker's Compensation Certificate*
c. *Police Clearance Certificates*
d. *Other documents attached as additional Annexes to the Contract*

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

20. 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.

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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 Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	John Tangisi
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director WestCape General Earthwork & Construction
Date:	4.../.7./2023	**Date:**	3.../.07./2023

NATIONAL HOSTING AUTHORITY * EXECUTIVE DIRECTOR * SOL 2023 PACIFIC GAMES

Witness signing by Project Management Unit/NHA	
Signature	.....
Name:	Eldon Tepa
Title:	Executive Director
Date:	3.../.7../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 Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** 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 Employer's counterparty.

1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.

1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.

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

1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.

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

1.12 The **Project Manager** is the person **named in the Contract Terms & Conditions** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.

1.13 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.

1.2 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 Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, 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 Employer and will not alter the agreed payment date.

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

4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.

4.3 The Employer 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 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer 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 Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer 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 Employer.

4.6 The Employer 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 Employer.

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or accidentially invloved with the following;

a) Not enter premises of unauthorised during working hours unless authorized by the Purchasers representative (s).
b) In a possession or consume alcohol or any drug substances within school boundary.
c) Playing of loud music or using explicit or unacceptable language on site.
d) Enter project site without authorization from the site engineer or in such a case directive from project manager.
e) Contractor is not allowed to employ anyone under the age of eighteen years old as this will be breach of contract and Employment Act of Solomon Islands and all international employment conventions.
f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

4.8 The Contractor shall ensure that the Safeguard policy related to environment and social responsibilities are considered and applied during execution of works on site; these policies include:

a) All Asbestos materials to be handled with care under supervision of site managers and in accordance with Asbestos removal procedures.
b) All construction related wasted to be removed and disposed at the proper site from school buildings.
c) Maintain clean and safe site for children where all materials cut offs, metals, and aluminium to be stored or disposed properly.

4.9 In lieu of this Contract, sexual exploitation abuse and Harassment in schools by contractor is deemed breach of the contract. This means that the Contractor and its personnel shall not in any inappropriate manner contact or attempt to perform such acts to any child, student, teacher, and or any person being seen vulnerable to sexual exploitation.

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer 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 Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer 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 Employer 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 Employer 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 Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer 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 Employer 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 Employer, stating the date and number of the Contract and other details requested by the Employer.

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 Employer.

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

10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.

10.5 Payment of an invoice by the Employer 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 Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

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 Employer 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 Employer 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 Employer, 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 Employer 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 Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer 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 Employer 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 Employer 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 Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer 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 Employer 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 Employer and the Employer 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 Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer 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 Employer. 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 The Contractor will provide the Employer 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 Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer 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 Employer'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 Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer'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 Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer 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 Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer 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 Employer'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 Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

If one or more provisions of these General Contract Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make alternative arrangements. The alternative arrangements must not undermine the purport of these General Conditions for the Execution of Works or the Contract.

Article 23 Follow-up order

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

Article 24 Long-term obligations

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. They include the provisions on: guarantee (article 4), confidentiality (article 8), non-performance (article 13), liability (article 14), termination (article 16.4), documentation (article 18), assignment of insurance proceeds (article 20.3), and disputes and applicable law (article 25).

Article 25 Disputes and applicable law

25.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.

25.2 The Contract is governed by the law of the Solomon Islands.

Article 26 Final provisions

26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.

26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: APPLICABLE 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 PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** WestCape General Earthwork & Construction P.O. Box 16 Honiara Solomon Islands Email: tangisijohn@gmail.com Mob: 7209909 **c. THE LOCATION SITE IS:** LOT 5- SAINT NICHOLAS COLLEGE: BUILDING 4 - CLASSROOM
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Flory Anilafa Project Management Unit National Hosting Authority Email: FAnilafa@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Christina Langa'ana Contract Administrator Project Management Unit National Hosting Authority Email: CLangaana@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within four weeks for each Lot from the Contract Commencement date. **Note:** *To this Contract, it 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	It is for the Purpose of this Contract that the Contractor shall guarantee 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 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 Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer 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 Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** **Eldon Tepa** **Executive Director** **Project Management Unit** **Email:** ETepa@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**

		John Tangisi WestCape General Earthwork & Construction P.O. Box 16 Honiara Solomon Islands Email: tangisijohn@gmail.com Mob: 7209909
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, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	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	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractor's performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule.

CONTRACT VALUE			SBD$ 297,453.09
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	**$ 59,490.62**	**$ 59,490.62**
Payment No.2	35% payment shall be paid upon completion of 50% of all Carpentry Works for Building 4 as per the Scope of Works and upon verification by the Site Engineer	**$ 104,108.58**	**$ 104,108.58**
Payment No.3	35% payment shall be paid upon completion of the remaining 50% of Carpentry Works for Building 4, upon verification by the Site Engineer and the issuance of the Certificate of Practical Completion to the Contractor	**$ 104,108.58**	**$ 104,108.58**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after six months	**$29,745.31**	**$29,745.31**
TOTAL			**$ 297,453.09**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

NATIONAL HOSTING AUTHORITY

PROJECT MANAGEMENT UNIT

ST. NICHOLAS SCHOOL BUILDINGS FOR GAMES VILLAGE.



ST. NICHOLAS SCHOOL

RENOVATION WORKS

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Table of Contents

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1.2. PRIMARY SCHOOL BUILDING 4 FLOOR PLANS. 6

1.3. ST. NICHOLAS SCHOOL BUILDING 4 PHOTOS 7

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Description of Services:

The National Hosting Authority, Project Management Unit has required to renovate interior of the classroom buildings and Ablution blocks at ST. NICHOLAS SCHOOL as it is one of the seven schools. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to design and execute the job.

The Contractor shall provide all labor, equipment, supervision and other related items required to complete the project as per scope of work and specifications. Contractors are advised to visit the site, verify the existing site conditions to develop their proposal.

Summary of the Major Tasks

- Renovation of Classroom Buildings and Ablution Blocks.
- Main Buildings interior painting, including Classrooms and Ablution Blocks.
- Installing and replacing of broken louvre glasses and window frames.
- Replacing old door leaf and door frames.
- Installing new tiles to existing floor.

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

1. BUILDING 4.

Building 4 consists of six classrooms.

1.1. CARPENTERY WORKS

Doors

- Replace old and broken doors with new solid core doors, including butt hinges and entrance door lockset. Or as instructed by site engineer.
- Allow to replace old and damaged door frames.
- Repaint all door frames and door leaf with same paint color as the existing.

Windows

- Wash and clean all window frames and repaint with same paint color as the existing color.
- Replace broken 36 inches 150mm x 6mm TK clear louvre glasses with new ones.
- Replace all 10-blade louvre frame with new 10-blade aluminium palmair louvre frames with new ones.
- Replace all 4-blade louvre frame with new 4-blade aluminium palmair louvre frame with new ones.
- Replace old window mesh with new aluminium invisi mesh. This will be done by suppliers.

Ceiling & Roofing

- Roof and ceiling Maintenance.
- Extend copper to the end of roofing where leakage is visible.
- Replace rotted exterior timber ceiling and rafters.
- Scheme coat all ground floor ceiling with Gyprock compound.
- Install Cornice to ceiling corner.
- For the first-floor ceiling, replace all ceiling massonite with FC board.
- Wash and clean all interior and exterior ceiling surface area and re-paint with same colour as the existing colour (off White color Paint).
- Repaint all exterior walling with same paint color as the existing color.

Walling

- Wash and clean all interior and exterior wall surface area, replace any broken Masonite with FC board and re-paint with same colour as the existing colour (Off-White Colour paint).
- Wash cleaned all black board surface area and re-paint with chalk board paint.
- Remove old rotten notice board and replace it with a new Flame guard canite sheets, same specification as the existing one.
- Install Cornice to walling corner.
- Render broken walling.
- Use Metal corner Strip while plastering is done.

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Fascia board.

- Remove old and rotten fascia board (8x1) with new one.
- Wash and clean all the fascia board surface and re-paint with the same paint colour as the existing.

.Flooring

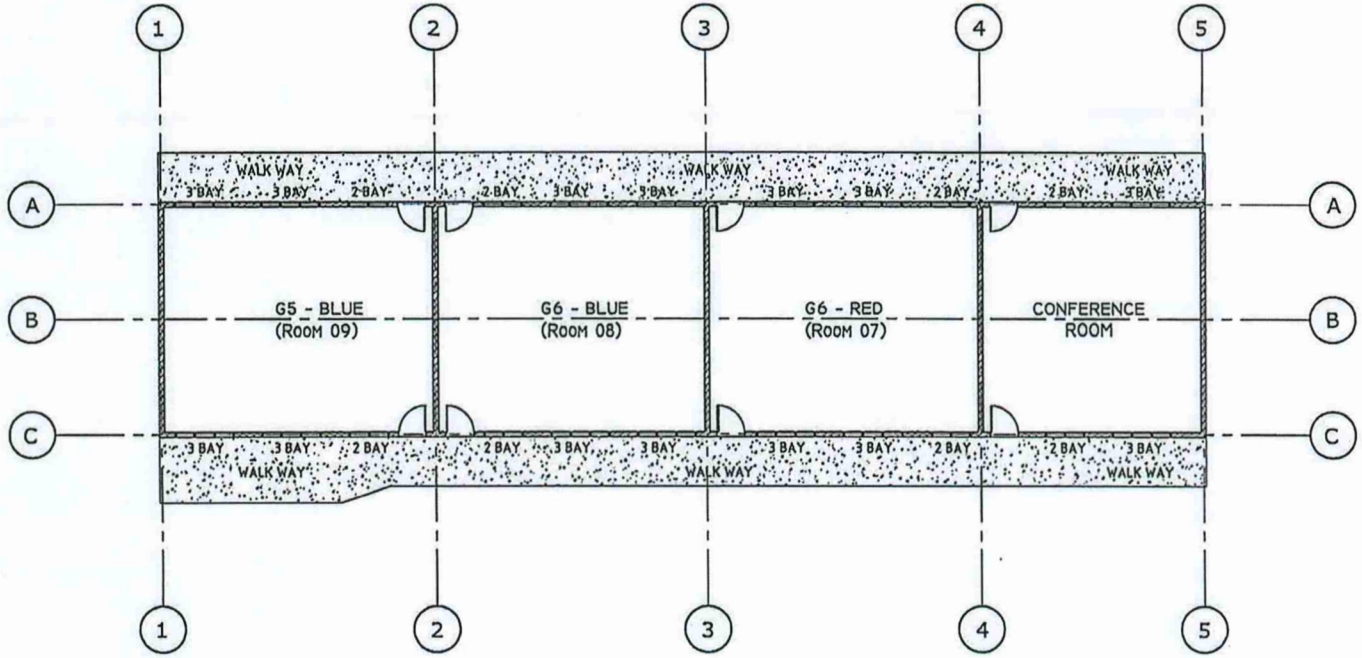
- Remove existing floor tiles.
- Allow for self-leveling floor compound
- Wash and clean existing floor and make sure there are no uneven surface on the floor surface.
- Install new vinyl tiles (300mmx300mm) to the flooring.

Railing and Staircase.

- Cut and replace any damaged or corroded 50mm CHS.
- Wash, clean and repaint all railing surfaces with same paint color as the existing one.
- Wash, clean and repaint all existing staircase with same paint color as the existing.
- Replace any damaged railing along the corridor with new ones, same specification as the existing ones.

1.2. PRIMARY SCHOOL BUILDING 4 FLOOR PLANS.

Refer to attached floor plans.



- / XX-XX

FIRST FLOOR PLAN

1:150 @ A3

National Hosting Authority
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remains the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	-/-/-

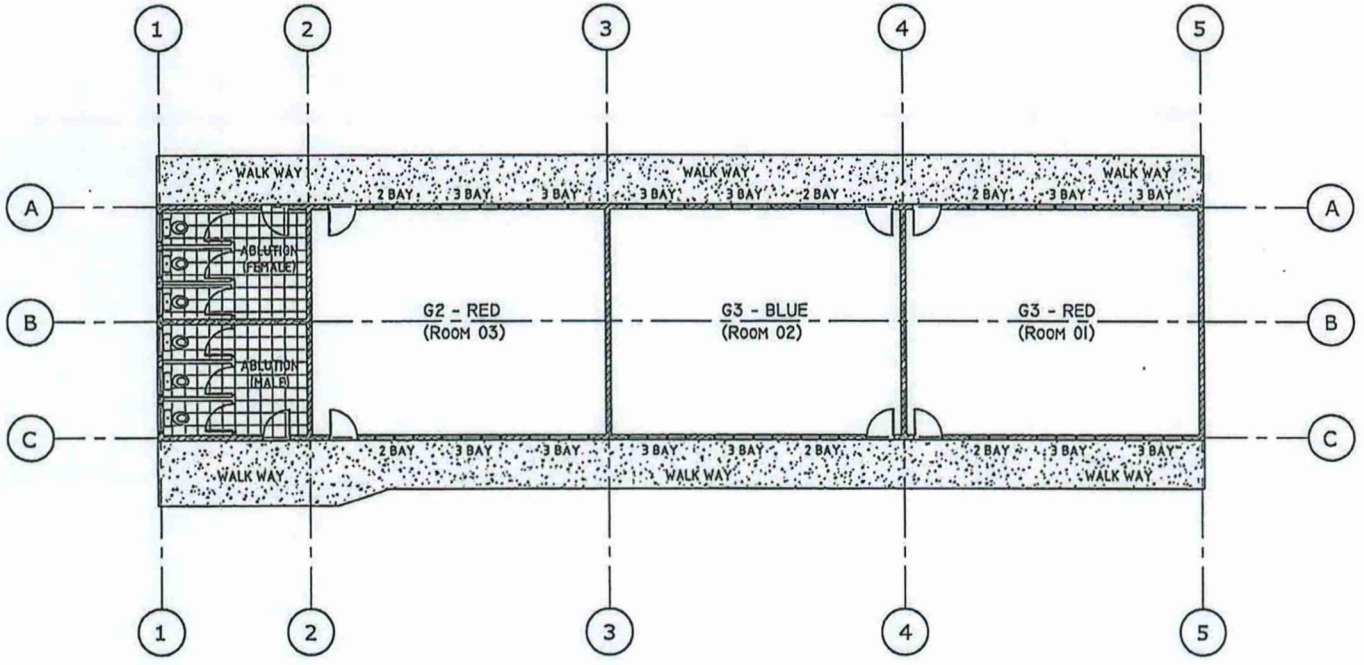
PROJECT TITLE:
SOL2023, IF, GAMES VILLAGE, ST. NICHOLAS, KUKUM

DRAWING TITLE:
BUILDING 04 - FIRST FLOOR PLAN

CLIENT:
National Hosting Authority

ISSUE STAMP:

DRAWN. D.P	CHECKED. F
APPROVED. -	SCALE. 1:150 @A3
PROJECT No. -	PLOT DATE. 3/9/23
SHEET No. -	ISSUE No. A



GROUND FLOOR PLAN

- / XX-XX

1:150 @ A3

National Hosting Authority
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remains the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	-/-/-

PROJECT TITLE:

SOL2023, IF, GAMES VILLAGE, ST. NICHOLAS, KUKUM

DRAWING TITLE:

BUILDING 04 - GROUND FLOOR PLAN

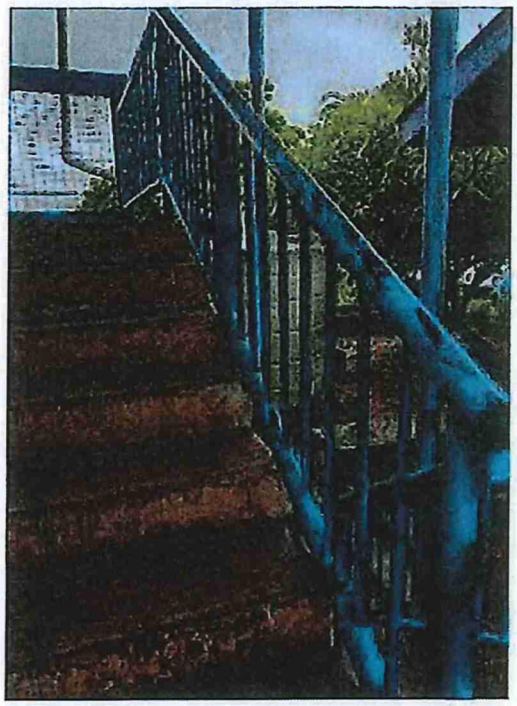
CLIENT:

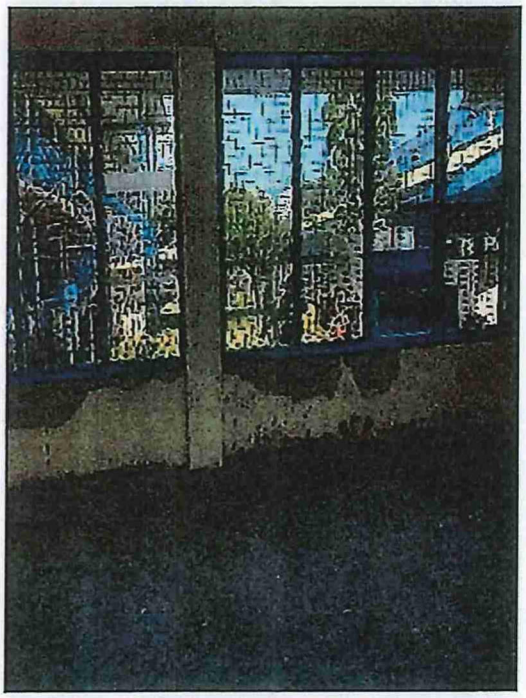
National Hosting Authority

ISSUE STAMP:

DRAWN. D.P	CHECKED. F
APPROVED. -	SCALE. 1:150 @A3
PROJECT No. -	PLOT DATE. 3/9/23
SHEET No. -	ISSUE No. A

1.3. ST. NICHOLAS SCHOOL BUILDING 4 PHOTOS







SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: John Tangisi
Managing Director
West Cape General Construction
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST NICHOLAS COLLEGE / CARPENTRY / A52 / Lot 5

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract for labour based supply for the Games Village Upgrade Works.

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

By Copy of this letter, responsible authorities are hereby advised of this award.

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3/11/22
Sign:
National Hosting Authority

Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

Capital
INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

12 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME	:	Westcape General Earthwork & Construction
POLICY TYPE	:	Workers Compensation
POLICY NUMBER	:	60312
PERIOD OF INSURANCE	:	From 9 December 2022 at 4:00pm To 9 December 2023 at 4:00pm
INTEREST INSURED	:	Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law
GEOGRAPHICAL LIMITS	:	Anywhere in Solomon Islands
SUMS INSURED	:	As per benefits under the Workers Compensation Act Common Law Liability Limit - $150,000 per event
STANDARD DEDUCTIBLE	:	Nil applies

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.

Shirley S. Hohoko
Senior Underwriter

Suite 208, Hyundai Mall, PO Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

ANNEX III: POLICE CLEARANCE CERTIFICATES

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46133

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TANGISI	**John**
GENDER:	**DATE OF BIRTH:**
Male	**Dec 05, 1975**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

64096a5-06fe-4789-a2f2-e637dfbb2cb9

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46144

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
AFIA	**Lenny**
GENDER:	**DATE OF BIRTH:**
Female	**May 03, 2004**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

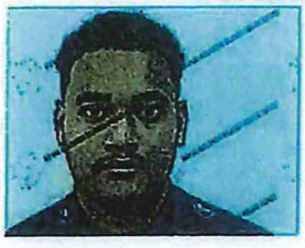
d2bf774e-c9d5-490e-bd03-0229888bb3a7

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46143

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
SAONUKU	**Tia Barrett**
GENDER:	DATE OF BIRTH:
Male	**Nov 29, 2000**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

SOLOMON ISLANDS POLICE FORCE
Date: 6./1./2023.
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

2873aa26-ab3b-45ba-adfc-1dc52fa6bea1

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46142

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
BETI	**Frank**
GENDER:	**DATE OF BIRTH:**
Male	**May 10, 2004**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

099e8146-b1de-4c77-b8a4-f165b85d6ae6

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46140

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ISA	**Adrian**
GENDER:	**DATE OF BIRTH:**
Male	**Dec 25, 1995**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

d94990b2-29fa-43b2-86cc-689cba4dba81

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Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46141

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TAUWATA	**Joseph**
GENDER:	**DATE OF BIRTH:**
Male	**Aug 15, 1998**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023.
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

5b31285e-11c5-4f25-a04e-660164861927

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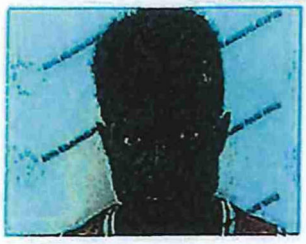
Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46145

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ISA	**Jason**
GENDER:	**DATE OF BIRTH:**
Male	**Oct 25, 1998**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

f21d52f3-8ec1-4538-a794-fc4b3c0a4041

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46138

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TAVE	William
GENDER:	DATE OF BIRTH:
Male	Jul 17, 2000

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

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ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46137

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
WITLAM	**Wilfred**
GENDER:	**DATE OF BIRTH:**
Male	**Aug 23, 1997**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

08c5b434-cdc4-4785-9efd-c94ed7d1efa0

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46136

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
POLESI	**Michael**
GENDER:	**DATE OF BIRTH:**
Male	**Aug 08, 1994**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

15303899-e067-4ce0-ad24-cd6ec044304a

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46134

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TANGISI	**Asinate**
GENDER:	**DATE OF BIRTH:**
Female	**Jan 24, 2003**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 06th day of January 2023

Signed:

SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

ed74964d-7746-4ae8-94ad-d15481f14a7d

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46135

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
FORAU	**Clayson**
GENDER:	**DATE OF BIRTH:**
Male	**Feb 11, 2001**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

cf29fce0-85ce-46b6-bc19-98927bf68e1c

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

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

PMU.

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)				
Progress Report of works/Photos etc		Defects report & completion Cert.		✓
Completion report if goods/services and works have been completed				
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				✓

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: Christina. L, CA

Date: 27th 10-2023.

Procurement section Compliance performed by:

Signed: _____

Name and Position: PH manager

Date: 30/10/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: Gregory Sale

Date: 31/10/2023

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: Payment No. 4 (10%) Retention – ST. Nicholas (LOT5). — West Cape General Construction

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	SPoa	Sign by ED	Acg.

7/11/23

Comments:

CHQ 000~~226~~ ~~227~~ 225 BSP

PAID DATE 12/11/23 225 BSP

RECIEVED
DATE
SIGN
PACIFIC GAMES SOLOMON ISLANDS

NHA-DFAT FUND

WESTCAPE GENERAL EARTHWORKS & CONSTRUCTION
P.O.BOX 16,HONIARA
HONIARA
Solomon Islands

REMITTANCE ADVICE

Date: 1/11/2023

Payment Number: 000225

Payment Amount: $27,514.41

West Cape-Payment No.3 retention 10% labour based contract for Upgrade of ST Nicholas School Carpentry work

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00001523	20/07/2023	$275,144.11	$0.00	$247,629.70	$27,514.41

BSP

Bank of South Pacific Limited

IONIARA

STAMP DUTY PAID

03/11/23

Pay West Cape General Earthwork & Construction or bearer

The sum of Twenty Seven Thousand Five Hundred $ 27,514.41

Fortteen Dollars 41/100

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000225 2001614631

JOHN TANGISI

10-11-23

NHA-DFAT PAYMENT VOUCHER

Cheque No: `000224

Payment to: WEST CAPE GENERAL EARTHWORK & CONSTRUCTION

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Voucher No: PMU-1051/23

Date: 01-Nov-23

Approval by: _____ 1/11/23
Executive Director Date:

Approval by: _____ 3/11/23
Financial Controller Date:

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	LABOUR WORK	Payment No.3 Retention 10% Labour based Contract for Upgrade of ST Nicholas School	27,514.41
6-2600-7	ST NICHOLAS SCHOO	Carpentry Work Invoice#0001322	
		Total:-	27,514.41

Amount in Word: Twenty Seven Thousand, Five hundred and Fourteen Dollars , Forty one Cents Only.

Cheque Signatories:

Signature:	
Dr Jimmie Rodgers	NHA Chair

Signature:	
Mckinnie P Dentana	PS Finance

Signature:	
Gilbert John Osmond Muria	Attorney General

Procurement Checklist:

No: of Quatations:	Non
Purchase Order #	Non
PR #	PMU-1051/23

Please indicate the type of payment:

CONSULTANCY FEE	
PAYMENT IN ARREARS	
RENTAL	
PERDIEM	
CONTRACT INSTALLMENT	
UTILITIES	
MISC/OTHER	

JOHN TANGISI
Received By
Name & Signature

Georgi McKenzie
Prepared By
Finance Officer - Name & Signature

PAID
DATE 10/11/23 CHQ.NO. 225 BSP

1051 ✓ 25/10/23

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - ~~1052~~/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	Request payment No. 4 (10%) for Labour-based contract for upgrade of schools for the Games Village to West-Cape, LOT 5	West Cape General Construction	Inv # 0001322	$29,745.31
				TOTALS	$ 29,745.31

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $29,745.31 Date: 26/10/23

Requisition Officer (Name): Soleana Gagahe 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$ 29,745.31

Signed:

Name:

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

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: Date: 26/10/23

Position: PCM

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: 1051 PMU-1052/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY — SUPPLIER	ORDER NO.	COST
1	L.S	Request payment No.4 (10%) for Labour-based contract for upgrade of schools for the Games Village to west-Cape, LOT 5	West Cape General Construction	Inv # 0001322	$29,745.31
				TOTALS	$ 29,745.31

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $29,745.31 Date: 26/10/23

Requisition Officer (Name): Soleana Gagahe Sign:

Account Code:

Account Name: 6-2717

Funds available on this account: Other Local Other Cost

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy Bird Sign:

Post: Executive Director N/A

Department: CFC-PMU.

Authority is granted for expenditure not exceeding:

SBD$ 29,745.31

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)	
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Is it a GTB Contract Payment	
Payment is a Bid Waiver	

Compliance Check by: Signature

Name: Date: 30/10/23

Position: PCM

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

PAYMENT SCHEDULE

WEST CAPE EARTHWORKS & CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST. NICHOLAS COLLEGE - CARPENTRY WORK / A52 / LOT 5.

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			297,453.09				
20/07/2023	No.1	20%	59,490.62		4,461.80	55,028.82	Paid
10/08/2023	No.2	35%	104,108.58		7,808.14	96,300.44	paid
1/09/2023	No.3	35%	104,108.58		7,808.14	96,300.44	Paid
1/11/2023	No 4 - RETENTION	10%	29,745.31		2,230.90	27,514.41	Payment In Progress
						-	
TOTAL			***297,453.09***	***-***	***22,308.98***	***275,144.11***	

NEW- POSTED TO DIRECT DFAT MYOB

Original

TAX INVOICE*/STATEMENT* 0001322

(*delete as appropriate)

Date 16/10/23

To National Hosting Authority

ABN (of Recipient) | Order No.

From Westcape General Construction

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	Being for Retention upon Completion of any defects and repairs. St. Nicholas School building			
				$29,745.31
				$29,745.31

TOTAL INCLUSIVE OF G.S.T.

Total includes G.S.T. of

Original

TAX INVOICE*/STATEMENT* 0001322

(*delete as appropriate)

Date 16/10/23

To National Hosting Authority

ABN *(of Recipient)* | Order No.

From Westcape General Constructio

ABN *(of Supplier)*

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	Being for Retention upon Completion of any defects and repairs. St. Nicholas School building			
				$29,745.31
				$29,745.31

TOTAL INCLUSIVE OF G.S.T.

Total includes G.S.T. of

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Executive Director, NHA

Thru: Leeroy Bird, Executive Director, PMU

From: Graham Lilo, PMU

NHA Ref: **GL-251023**

Date: Wednesday 25th October 2023

26/10/23

26/10/23

SUBJECT: Request Payment N0.4 (10%) for Labour-based Contract for Upgrade of Schools for the Games Village to West Cape General Construction - Lot 5,St. Nicholas ,Carpentry Works.

Dear ED,

I refer to the above subject, your approval is hereby sought to pay West Cape General Construction (as per contract terms and conditions). Details of payment are attached as herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Payment N0.4 (Retention)	10%	$29,745.31

I therefore request your approval for the above payment to be made. See attached invoice and other relevant documents in support of the above request.

Kind regards,

Graham Lilo
Project Manager, PMU

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

PROGRESS PAYMENT CERTIFICATE NO: 04

Payment Schedule Name:	Payment No. 4 (10%)		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 5 - Carpentry Works for Building 4 - Classroom		
Contractor:	WestCape Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 04
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	16-Oct-23
		Date Issued for payment:	25-Oct-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$297,453.09		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$ 59,490.62	$ 59,490.62	Paid
2	Payment 2 - 35%	$104,108.58	$104,108.58	Paid
3	Payment 3 - 35%	$ 104,108.58	$ 104,108.58	Paid
4	Payment 4 - 10%	$29,745.31	$ 29,745.31	This Claim
5				
8	**Progress Claim to date**	**$ 297,453.09**		
9	**Original Contract Value**	**$ 297,453.09**		
10	**Total Adjusted Contract Value**	**$ 297,453.09**		
11	**Balance of Contract Payment**	$ -		

B PAYMENT DETAILS

	Progress payment for this claim	$29,745.31	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 29,745.31	

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract (Contract No: GTB-GFC09/22)

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* — 23/10/23 *Date*

Complianced and approved by: ..... *Soleana Gagahe (Contract Manager)* — 26/10/23 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU)* — 26/10/23 *Date*

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

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands ©PH

PROJECT MANAGEMENT UNIT

GAMES VILLAGE CLOSE OUT TEMPLATE

Contents

Defect List 2
Defects List - Attachment 3
Defects Liability Rectification Notice 7
Defect Assessment Report. 8
DEFECTS COMPLETION REPORT CERTIFICATE 13
Certificate Of Final Completion 15

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PROJECT MANAGEMENT UNIT

Defect List

Project Name:	Labor Based Contract for the Upgrade of Games Village for the Pacific Games 2023	**Actual date of DLP Lapses:**	19th August to 14th September 2023 (1 Month)
Project Manager:	Graham Lilo	**Project Site:**	Saint Nicholas School
Project Site Engineer	Flory Anilafa	**Contractor:**	Westcape General Earth Works

Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	Broken 4-blade louvre frame.	Replace louvre frame with new louvre frame.	10mins
2	Downstairs – Room 2 – Broken louvre glasses.	Replace with new louvre glasses.	20mins
3	Upstairs – Room 4, Room 5 and Room 6 – Broken louvre glasses.	Replace with new louvre glasses.	20mins
4	Corridor – Paint ripped off of corridor railing surfaces.	Sand the whole corridor railing surface and repaint with the same paint color as the existing.	2 days

In lieu of the Contract terms and conditions for which these defects shall be rectified, the Contractor is hereby required to properly complete the works as required prior to retention payment released as required.

Issuance of this notice in conformity with the Contract by the Project Manager.....date..... 23/10/23

Counter Signed by the Contracts Manager.....Date..... 23/10/23

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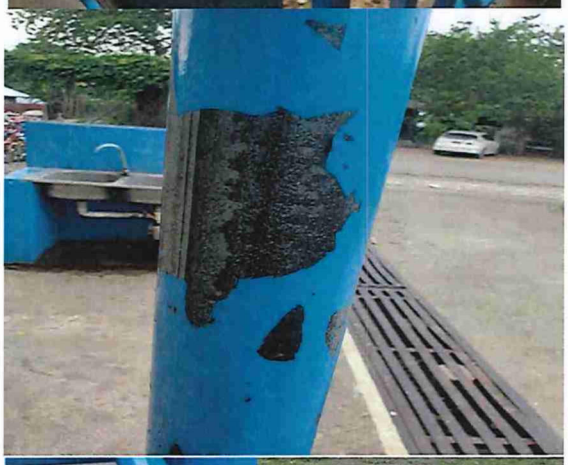
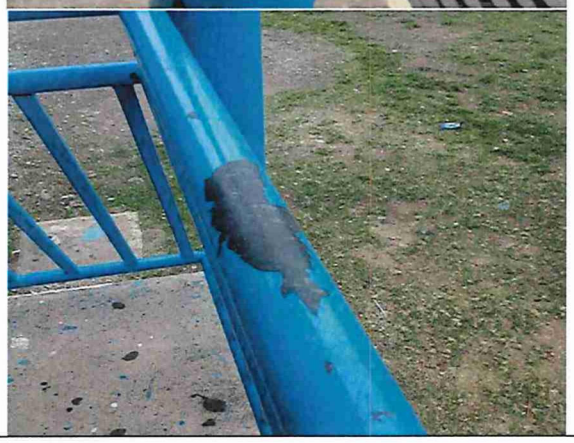
PROJECT MANAGEMENT UNIT

Defects List - Attachment

The contractor is required to properly rectify the defects and complete the works listed below before release of retention payment.

Item.	Photos	Defects
1.		Upstairs – Broken louvre frame.
2.		Downstairs – Broken louvre glasses.

3.		 	Broken louvre glasses – Upstairs – Room 4, Room 5, and Room 6.

4.		  	Ripped off paint from railing surfaces.

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PROJECT MANAGEMENT UNIT

Defects Liability Rectification Notice

Issued to: Westcape General Earth works

Defect Liability Notice: 1 Month

Project name: Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023

Project Number: GTB – GFC 09/22

Subject: **Request rectification of defected works at Lot 5, Building 4.**

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

Soleana Gagahe
Contracts Manager
Project management Unit

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PROJECT MANAGEMENT UNIT

Defect Assessment Report.

PROJECT DETAILS:	
PROJECT NAME:	Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023
CONTRACT #:	GTB – GFC 09/22
CONTRACTOR:	Westcape General Earth works
WORK TYPE:	Carpentry
PROJECT SITE:	ST. NICHOLAS SCHOOL
LOT #:	Lot 5
BUILDING NAME:	Building 4
DEFECTS PERIOD:	1 Months (19th August to 14th September 2023)
DEFECTS INSPECTION REPORT DATE:	7th October 2023
REPORT PREPARED BY	Flory Anilafa

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands ©PH

PROJECT MANAGEMENT UNIT

Date: 25th October

DEFECTS COMPLETION REPORT CERTIFICATE

To: John Tangisi **Westcape General Earth Works** *(The Contractor)*	**To: Leeroy Bird** **Executive Director** **National Hosting Authority, Project Management Unit. PMU** *(The Employer)*
Contact person: John Tangisi	**Contact person: Graham Lilo**
Address: Lengakiki **Honiara, Solomon Island**	**Address: Sea King Building** **P.O. Box 2443, Honiara, SI**
Telephone: 7440011	**Telephone: 7639417**

Contract no: GTB –GFC 09/22
Contract title: Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023

DEFECTS CERTIFICATE			
	day	**month**	**year**
Practical Completion Certificate achieved on:	**19**	**08**	**2023**
The defect lapse date:	**14**	**09**	**2023**
The end of the last *defects correction period* is:	**14**	**10**	**2023**
This Defects Certificate Date is: (At the later of the *defects date* or the end of the last *defects correction period*)	**25**	**10**	**2023**

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PROJECT MANAGEMENT UNIT

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.)
	Defects identified and corrected. See defects list and report attached.

Works checked and certified by the Project Manager:

Signature:	*Name:*	*Date:*
.....	Graham Lee	23/10/23

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 Executive Director - PMU:

Signature:	*Name:*	*Date:*
.....	Leeroy. B	23/10/23

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PROJECT MANAGEMENT UNIT

Certificate Of Final Completion

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	**PROJECT SCH REF:**	05 ST. NICHOLAS SCHOOL
NHA PROJECT REF:	03 GV	**LOT NO:**	Lot 5
CONTRACT NO:	GTB 09/22	**BUILDING NO:**	4
CONTRACTOR:	WESTCAPE GENERAL EARTH WORKS	**CERTIFICATE NO:**	ST. NICHOLAS SCHOOL – BUILDING 4
WORK TYPE:	CARPENTRY WORKS	**DPL (Defect Liability Period)**	1 MONTHS
PROJECT SITE:	SAINT NICHOLAS SCHOOL	**DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE**	19/08/2023
BUILDING NAME:	BUILDING 4	**DEFECT PERIOD LAPSE DATE:**	14/09/2023

The works performed under this contract has been inspected by the authorized project manager representing Project Management Unit of National Hosting authority for the aforementioned contract and is hereby declared complete final on this date of <25/10/2023>.

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.

.....	.....	.....
Graham Lilo	**Soleana Gagahe**	**Leeroy Bird**
Project Manager	**Contracts Manager**	**Executive Director**

Contractor hereby accepts construction project as finally complete:

.....	.....
Managing Director	**Project Manager**

Westcape General Earth works and Construction (Contractor)

Copy to Contractor

Project Management Unit of the Games Facilities Committee, National Hosting Authority

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PROJECT MANAGEMENT UNIT

Inspection Summary

1. **Contractor**:

   1.1 Westcape General Earth Works have notified the NHA – PMU of the completion of one (1) months' defects liability period (DFLP) on the <09/08/2023 – 14/09/2023>

2. **Client - NHA PMU**

   2.1 NHA –PMU conducted site inspection on the <7/10/2023>

   2.2 As per contract, defects liability period payment shall be paid upon satisfaction of all defects rectified by the contractor after three months of practical completion.

3. **Action**

   3.1 After inspection, NHA –PMU has identified defects on the building – Building 4

   3.2 NHA –PMU have issued the contractor a defect liability rectification notice to rectify defects identified as in the defect list attached. (*See defect list attached*)

4. **Conclusion:**

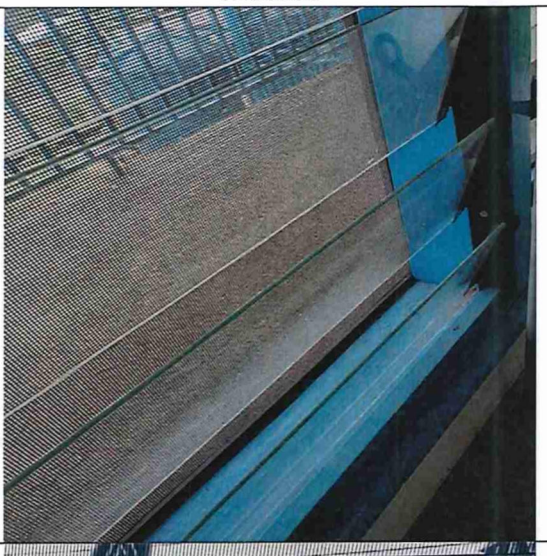
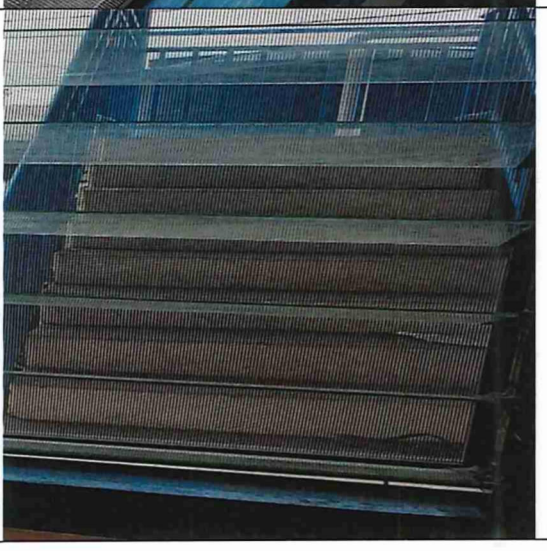
   6.1 The contractor began defects rectification work on the <14/10/2023> and completed the defects work on the <14/10/2023>. After final inspection, the Project Manager can confirm that the defects work has been properly completed and satisfactorily rectified by the contractor.

Refer summary below for defects rectified work details.

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands ©PH

PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status
Replacing 4 – Blade louvre frame.		Complete
Replacing louvre glasses		Complete

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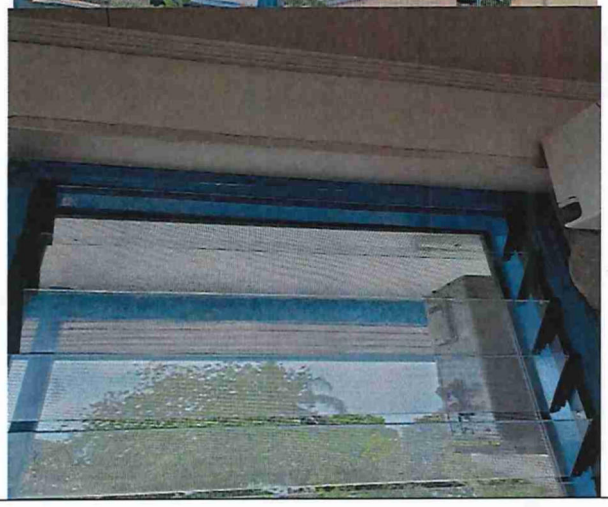
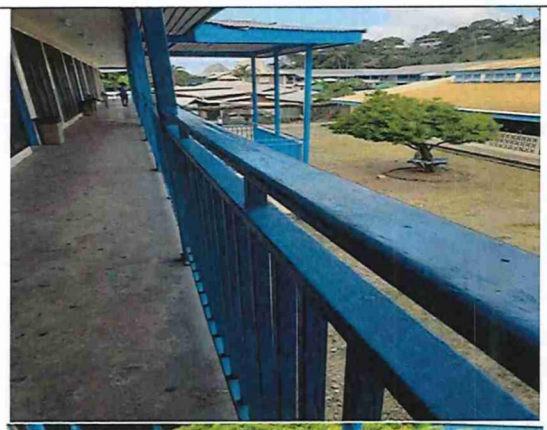
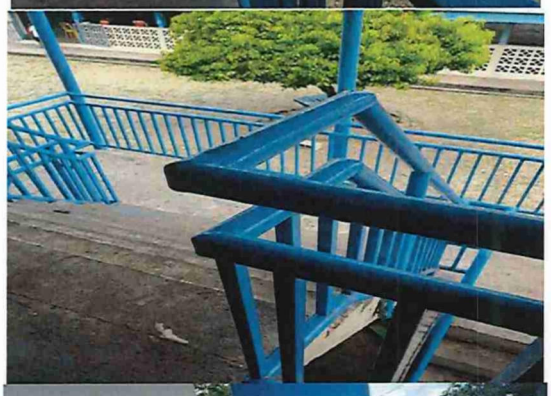
PROJECT MANAGEMENT UNIT

Replacing louvre glasses		 	Complete

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands ©PH

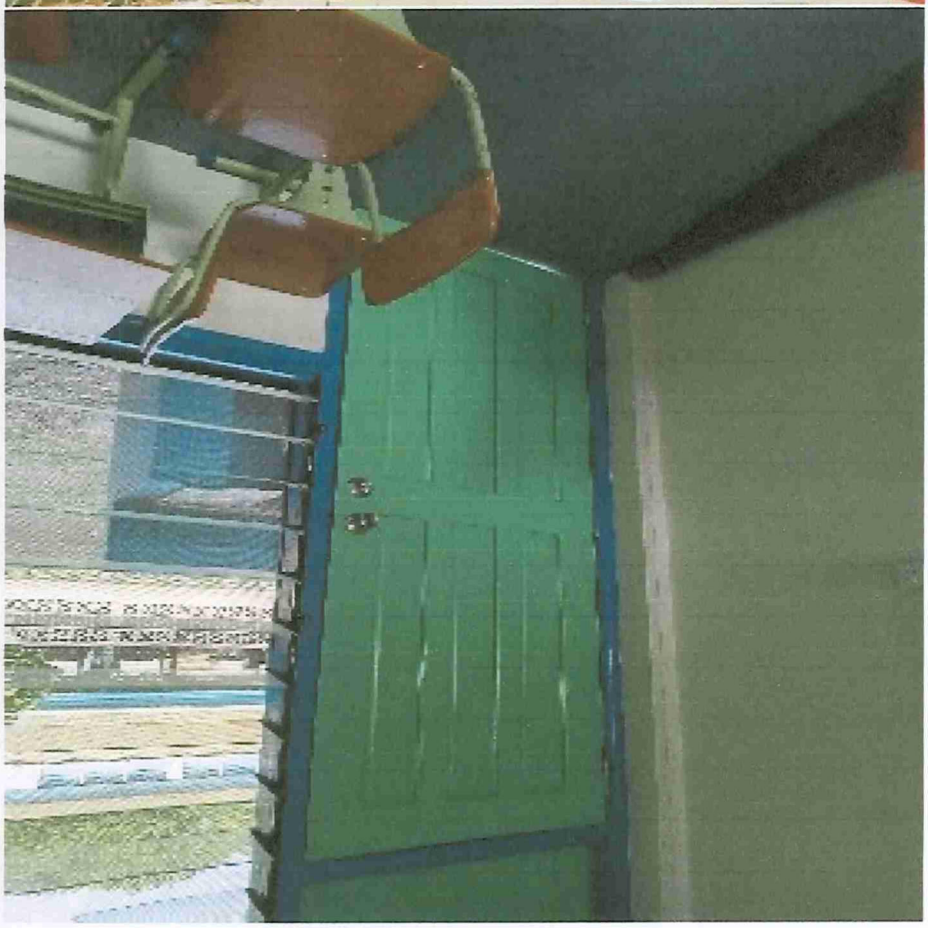
PROJECT MANAGEMENT UNIT

Repainting of corridor railing surfaces.		  	Complete
















COVID-19 PROTOCOL

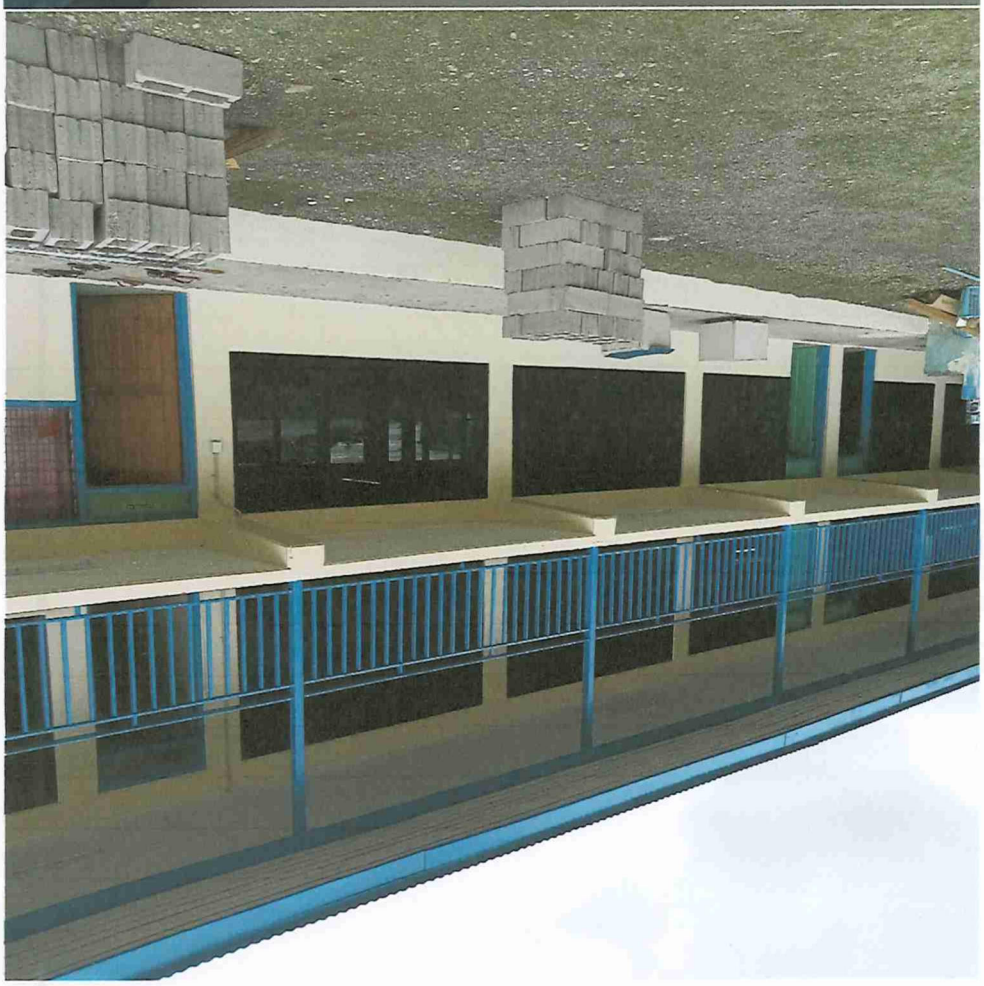















COVID-19 PANDEMIC
WEAR MASK
WASH HANDS
MAINTAIN
SOCIAL DISTANCE

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

PROJECT MANAGEMENT UNIT
COMPLETION REPORT

PROJECT DETAILS:	
DOCUMENT NAME	GAMES VILLAGE. ST. NICHOLAS SCHOOL BUILDING 4 CARPENTRY WORKS.
CONTRACT #	**GTB-GFC09/22**
CONTRACTOR	WESTCAPE GENERAL EARTH WORKS AND CONSTRUCTION.
CONTRACT START DATE	10th July 2023
REPORTING PERIOD	July 10th 2023 to 19th August 2023
REPORT PREPARED BY	Flory Anilafa

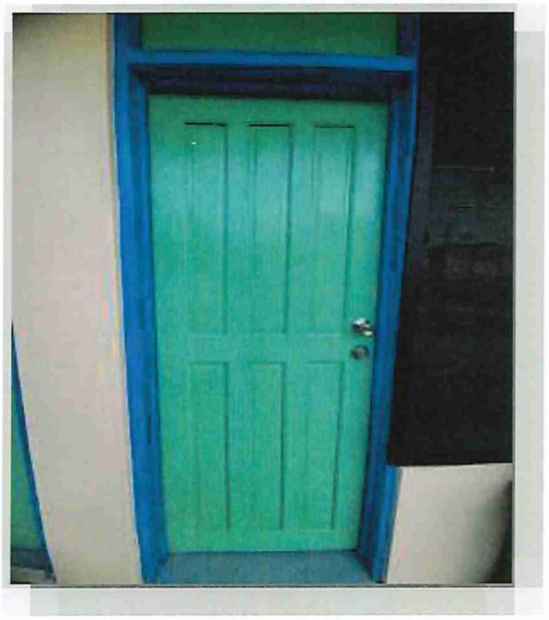
Inspection Summary

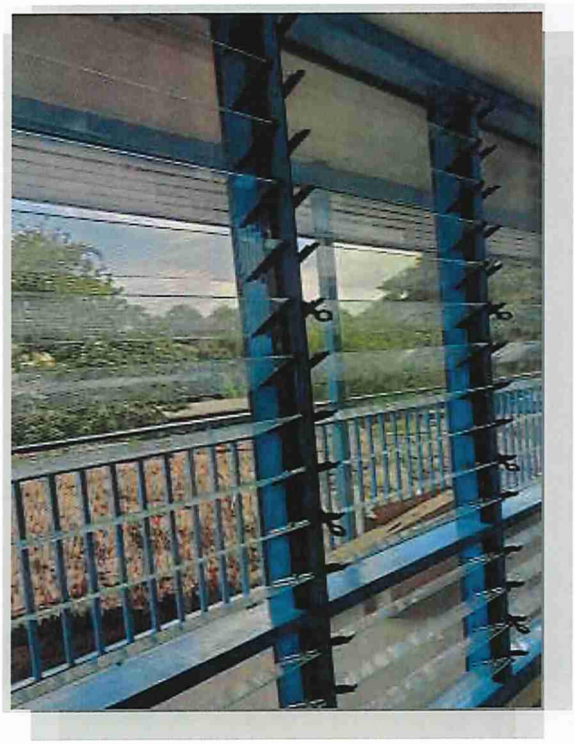
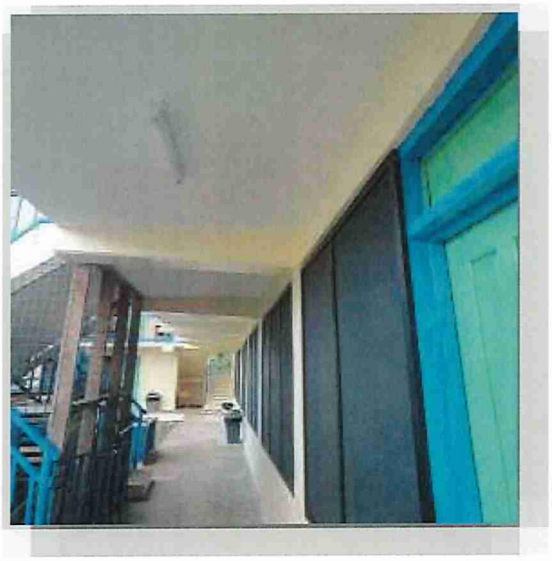
Westcape General Earth Works and Construction have notified the Project Management Unit of the completion of all the remaining Carpentry works for Building 4 on the 19th of August 2023 which qualifies the contractor for the third payment claim # 3 as per the contract.

Upon site inspection on the 25th of August 2023 to inspect the completed works, contractor will be eligible for third payment claim #3 (35%) after completion of all the remaining Carpentry works for Building 4.

After inspection, it has been verified that the contractor has complied and completed all works that qualifies them for third claim #3 (35%).
Refer summary below for work details.

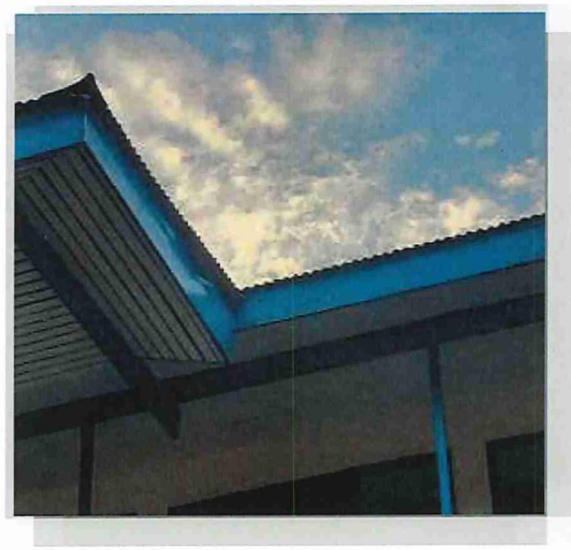
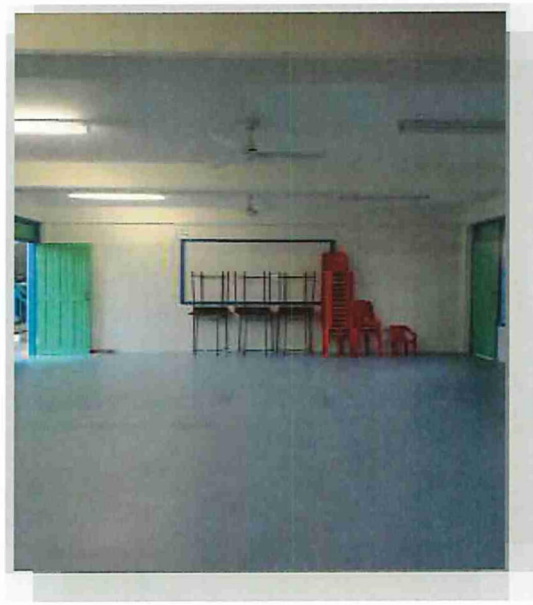
Summary of progress: Refer to photos below showing the completed Carpentry Works for Building 4.

Activity	Photos	Status
Replacing and re-painting of all remaining classroom doors and installing new Entrance lock knob set.		Completed.

Replacing of remaining old louvre frames and louvre glasses.		Completed.
Repainting and final touch up of remaining exterior walling and ceiling.		Completed

Repainting and final touch up of remaining interior walling and ceiling.		Completed
Repainting of all railing surfaces.		Completed

Repainted Railing surfaces.		Completed
Repainting of staircase and staircase railing.		Completed

Repainting of facia board surfaces.		Completed
Installing Vinyl Tiles to remaining classroom flooring surface.		Completed

Installing Tiles on flooring surfaces.		Completed
Project Engineer Comments.	All Carpentry works for Building 4 were completed and have complied with contract terms.	
Project Engineer sign off.		Flory Anilafa Project Engineer.

CONTRACT AGREEMENT

FOR

LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 5– SAINT NICHOLAS COLLEGE

CARPENTRY WORKS FOR BUILDING 4 - CLASSROOM

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

WestCape General Earthwork & Construction

(GTB-GFC09/22)

July 2023

CONTRACT AGREEMENT

THIS AGREEMENT made on this 3rd July 2023, between **National Hosting Authority,** representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

WestCape General Earthwork & Construction (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **John Tangisi,** herein the Managing Director of **WestCape General Earthwork & Construction,**

WHEREAS the Purchaser desires that the Works known as **Upgrade of Schools for the Pacific Games Villages 2023** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

The Purchaser and the Contractor (herein referred as parties) agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 7 months.

3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.

4. The total Price shall be **SBD$ 297,453.09.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** working days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority.**

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not be responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: SAINT NICHOLAS COLLEGE

    Name of Building: BUILDING 4 - CLASSROOM

11. From time to time during the 7 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:
    a. Tender Award Letter

b. *Worker's Compensation Certificate*
c. *Police Clearance Certificates*
d. *Other documents attached as additional Annexes to the Contract*

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

20. 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.

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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 Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	John Tangisi
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director WestCape General Earthwork & Construction
Date:	4.../7.../2023	**Date:**	3.../07.../2023

NATIONAL HOSTING AUTHORITY * EXECUTIVE DIRECTOR * SOL2023 PACIFIC GAMES

Witness signing by Project Management Unit/NHA	
Signature	.....
Name:	Eldon Tepa
Title:	Executive Director
Date:	3.../7.../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 Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** 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 Employer's counterparty.

1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.

1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.

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

1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.

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

1.12 The **Project Manager** is the person **named in the Contract Terms & Conditions** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.

1.13 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.

1.2 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 Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, 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 Employer and will not alter the agreed payment date.

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

4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.

4.3 The Employer 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 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer 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 Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer 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 Employer.

4.6 The Employer 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 Employer.

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or accidentially invloved with the following;

a) Not enter premises of unauthorised during working hours unless authorized by the Purchasers representative (s).
b) In a possession or consume alcohol or any drug substances within school boundary.
c) Playing of loud music or using explicit or unacceptable language on site.
d) Enter project site without authorization from the site engineer or in such a case directive from project manager.
e) Contractor is not allowed to employ anyone under the age of eighteen years old as this will be breach of contract and Employment Act of Solomon Islands and all international employment conventions.
f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

4.8 The Contractor shall ensure that the Safeguard policy related to environment and social responsibilities are considered and applied during execution of works on site; these policies include:

a) All Asbestos materials to be handled with care under supervision of site managers and in accordance with Asbestos removal procedures.
b) All construction related wasted to be removed and disposed at the proper site from school buildings.
c) Maintain clean and safe site for children where all materials cut offs, metals, and aluminium to be stored or disposed properly.

4.9 In lieu of this Contract, sexual exploitation abuse and Harassment in schools by contractor is deemed breach of the contract. This means that the Contractor and its personnel shall not in any inappropriate manner contact or attempt to perform such acts to any child, student, teacher, and or any person being seen vulnerable to sexual exploitation.

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer 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 Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer 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 Employer 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 Employer 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 Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer 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 Employer 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 Employer, stating the date and number of the Contract and other details requested by the Employer.

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 Employer.

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

10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.

10.5 Payment of an invoice by the Employer 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 Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

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 Employer 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 Employer 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 Employer, 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 Employer 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 Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer 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 Employer 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 Employer 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 Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer 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 Employer 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 Employer and the Employer 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 Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer 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 Employer. 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 The Contractor will provide the Employer 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 Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer 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 Employer'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 Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer'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 Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer 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 Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer 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 Employer'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 Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

If one or more provisions of these General Contract Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make alternative arrangements. The alternative arrangements must not undermine the purport of these General Conditions for the Execution of Works or the Contract.

Article 23 Follow-up order

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

Article 24 Long-term obligations

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. They include the provisions on: guarantee (article 4), confidentiality (article 8), non-performance (article 13), liability (article 14), termination (article 16.4), documentation (article 18), assignment of insurance proceeds (article 20.3), and disputes and applicable law (article 25).

Article 25 Disputes and applicable law

25.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.

25.2 The Contract is governed by the law of the Solomon Islands.

Article 26 Final provisions

26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.

26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: APPLICABLE 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 PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** WestCape General Earthwork & Construction P.O. Box 16 Honiara Solomon Islands Email: tangisijohn@gmail.com Mob: 7209909 **c. THE LOCATION SITE IS:** LOT 5- SAINT NICHOLAS COLLEGE: BUILDING 4 - CLASSROOM
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Flory Anilafa Project Management Unit National Hosting Authority Email: FAnilafa@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Christina Langa'ana Contract Administrator Project Management Unit National Hosting Authority Email: CLangaana@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within four weeks for each Lot from the Contract Commencement date. **Note:** *To this Contract, it 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	It is for the Purpose of this Contract that the Contractor shall guarantee 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 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 Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer 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 Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** **Eldon Tepa** **Executive Director** **Project Management Unit** **Email:** ETepa@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**

		John Tangisi WestCape General Earthwork & Construction P.O. Box 16 Honiara Solomon Islands Email: tangisijohn@gmail.com Mob: 7209909
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, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	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	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractor's performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule.

CONTRACT VALUE			SBD$ 297,453.09
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	**$ 59,490.62**	**$ 59,490.62**
Payment No.2	35% payment shall be paid upon completion of 50% of all Carpentry Works for Building 4 as per the Scope of Works and upon verification by the Site Engineer	**$ 104,108.58**	**$ 104,108.58**
Payment No.3	35% payment shall be paid upon completion of the remaining 50% of Carpentry Works for Building 4, upon verification by the Site Engineer and the issuance of the Certificate of Practical Completion to the Contractor	**$ 104,108.58**	**$ 104,108.58**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after six months	**$29,745.31**	**$29,745.31**
TOTAL			**$ 297,453.09**

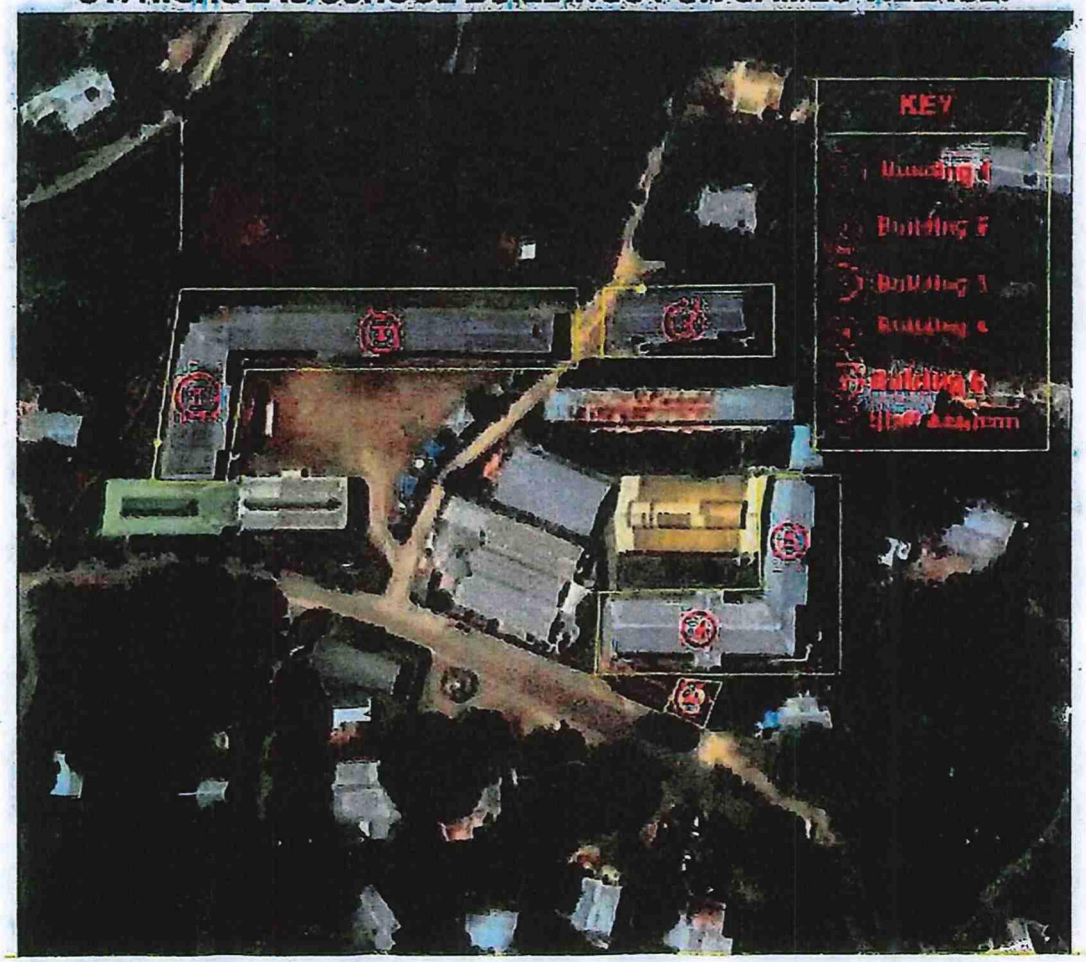
SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

NATIONAL HOSTING AUTHORITY

PROJECT MANAGEMENT UNIT

ST. NICHOLAS SCHOOL BUILDINGS FOR GAMES VILLAGE.



ST. NICHOLAS SCHOOL

RENOVATION WORKS

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

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SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Description of Services:

The National Hosting Authority, Project Management Unit has required to renovate interior of the classroom buildings and Ablution blocks at ST. NICHOLAS SCHOOL as it is one of the seven schools. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to design and execute the job.

The Contractor shall provide all labor, equipment, supervision and other related items required to complete the project as per scope of work and specifications. Contractors are advised to visit the site, verify the existing site conditions to develop their proposal.

Summary of the Major Tasks

- Renovation of Classroom Buildings and Ablution Blocks.
- Main Buildings interior painting, including Classrooms and Ablution Blocks.
- Installing and replacing of broken louvre glasses and window frames.
- Replacing old door leaf and door frames.
- Installing new tiles to existing floor.

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

1. BUILDING 4.

Building 4 consists of six classrooms.

1.1. CARPENTERY WORKS

Doors

- Replace old and broken doors with new solid core doors, including butt hinges and entrance door lockset. Or as instructed by site engineer.
- Allow to replace old and damaged door frames.
- Repaint all door frames and door leaf with same paint color as the existing.

Windows

- Wash and clean all window frames and repaint with same paint color as the existing color.
- Replace broken 36 inches 150mm x 6mm TK clear louvre glasses with new ones.
- Replace all 10-blade louvre frame with new 10-blade aluminium palmair louvre frames with new ones.
- Replace all 4-blade louvre frame with new 4-blade aluminium palmair louvre frame with new ones.
- Replace old window mesh with new aluminium invisi mesh. This will be done by suppliers.

Ceiling & Roofing

- Roof and ceiling Maintenance.
- Extend copper to the end of roofing where leakage is visible.
- Replace rotted exterior timber ceiling and rafters.
- Scheme coat all ground floor ceiling with Gyprock compound.
- Install Cornice to ceiling corner.
- For the first-floor ceiling, replace all ceiling massonite with FC board.
- Wash and clean all interior and exterior ceiling surface area and re-paint with same colour as the existing colour (off White color Paint).
- Repaint all exterior walling with same paint color as the existing color.

Walling

- Wash and clean all interior and exterior wall surface area, replace any broken Masonite with FC board and re-paint with same colour as the existing colour (Off-White Colour paint).
- Wash cleaned all black board surface area and re-paint with chalk board paint.
- Remove old rotten notice board and replace it with a new Flame guard canite sheets, same specification as the existing one.
- Install Cornice to walling corner.
- Render broken walling.
- Use Metal corner Strip while plastering is done.

SCOPE OF WORK / SPECIFICATION FOR RENOVATION OF THE INTERIOR AND EXTERIOR FOR ST. NICHOLAS SCHOOL CLASSROOM BUILDING.

Fascia board.

- Remove old and rotten fascia board (8x1) with new one.
- Wash and clean all the fascia board surface and re-paint with the same paint colour as the existing.

.Flooring

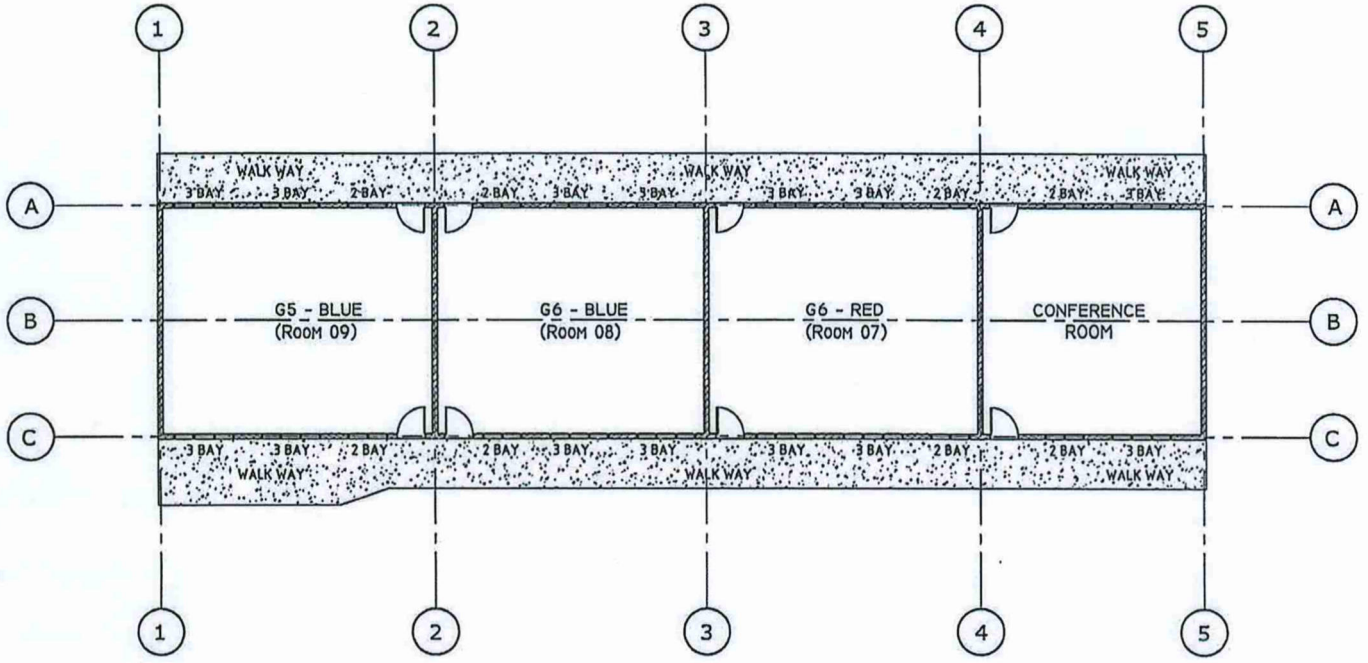
- Remove existing floor tiles.
- Allow for self-leveling floor compound
- Wash and clean existing floor and make sure there are no uneven surface on the floor surface.
- Install new vinyl tiles (300mmx300mm) to the flooring.

Railing and Staircase.

- Cut and replace any damaged or corroded 50mm CHS.
- Wash, clean and repaint all railing surfaces with same paint color as the existing one.
- Wash, clean and repaint all existing staircase with same paint color as the existing.
- Replace any damaged railing along the corridor with new ones, same specification as the existing ones.

1.2. PRIMARY SCHOOL BUILDING 4 FLOOR PLANS.

Refer to attached floor plans.



- XX-XX

FIRST FLOOR PLAN

1: 150 @ A3

National Hosting Authority
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remains the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	–/–/–

PROJECT TITLE:

SOL2023, IF, GAMES VILLAGE, ST. NICHOLAS, KUKUM

DRAWING TITLE:

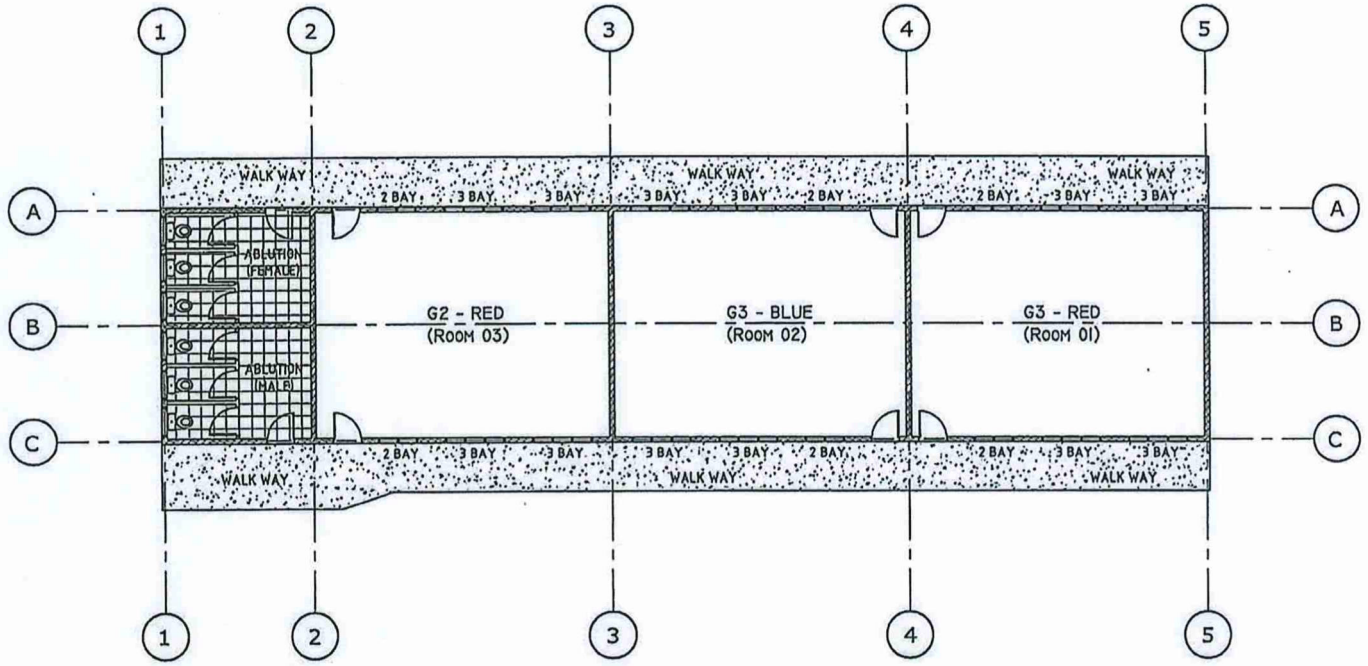
BUILDING 04 - FIRST FLOOR PLAN

CLIENT:

National Hosting Authority

ISSUE STAMP:

DRAWN. D.P	CHECKED. F
APPROVED. –	SCALE. 1:150 @A3
PROJECT No. –	PLOT DATE. 3/9/23
SHEET No. –	ISSUE No. A



GROUND FLOOR PLAN

- / XX-XX

1: 150 @ A3

National Hosting Authority
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remains the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	–/–/–

PROJECT TITLE:

SOL2023, IF, GAMES VILLAGE, ST. NICHOLAS, KUKUM

DRAWING TITLE:

BUILDING 04 - GROUND FLOOR PLAN

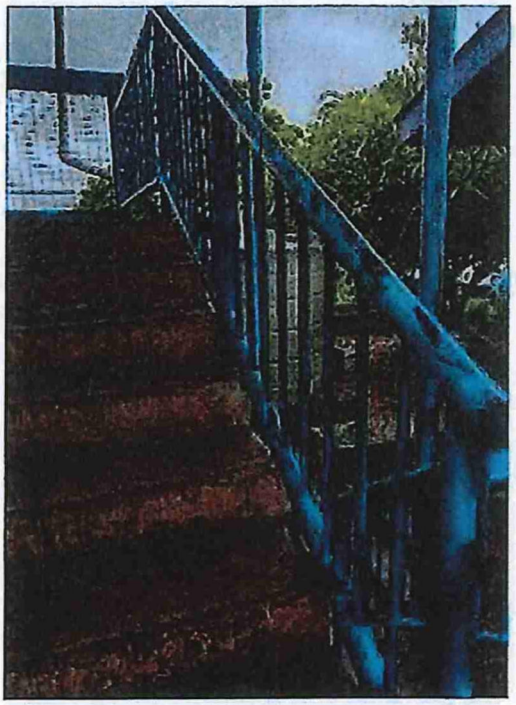
CLIENT:

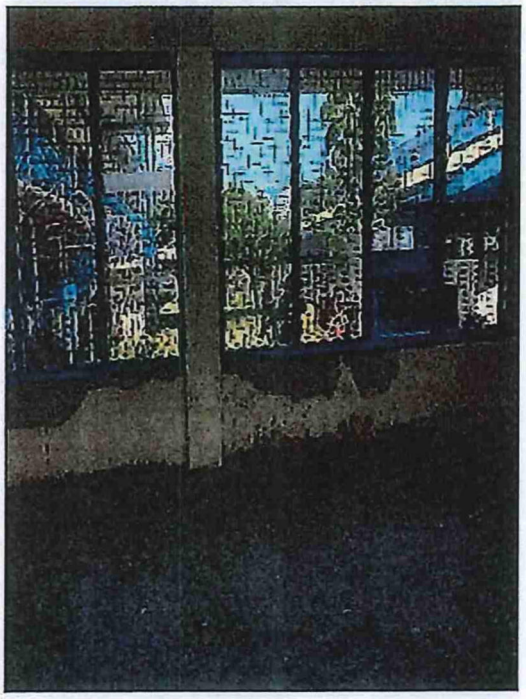
National Hosting Authority

ISSUE STAMP:

DRAWN. D.P	CHECKED. F
APPROVED. –	SCALE. 1:150 @A3
PROJECT No. –	PLOT DATE. 3/9/23
SHEET No. –	ISSUE No. A

1.3. ST. NICHOLAS SCHOOL BUILDING 4 PHOTOS







SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: John Tangisi
Managing Director
West Cape General Construction
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST NICHOLAS COLLEGE / CARPENTRY / A52 / Lot 5

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract for labour based supply for the Games Village Upgrade Works.

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

By Copy of this letter, responsible authorities are hereby advised of this award.

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3 Nov 22
Sign:
National Hosting Authority

Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

Capital
INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

12 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME	:	Westcape General Earthwork & Construction
POLICY TYPE	:	Workers Compensation
POLICY NUMBER	:	60312
PERIOD OF INSURANCE	:	From 9 December 2022 at 4:00pm To 9 December 2023 at 4:00pm
INTEREST INSURED	:	Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law
GEOGRAPHICAL LIMITS	:	Anywhere in Solomon Islands
SUMS INSURED	:	As per benefits under the Workers Compensation Act Common Law Liability Limit - $150,000 per event
STANDARD DEDUCTIBLE	:	Nil applies

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.

Shirley S. Hohoko
Senior Underwriter

Suite 208, Hyundai Mall, PO Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

ANNEX III: POLICE CLEARANCE CERTIFICATES

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46133

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TANGISI	**John**
GENDER:	DATE OF BIRTH:
Male	**Dec 05, 1975**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

64096a5-06fe-4789-a2f2-e637dfbb2cb9

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46144

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME: **AFIA**

GIVEN NAMES: **Lenny**

GENDER: **Female**

DATE OF BIRTH: **May 03, 2004**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

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ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46143

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
SAONUKU	**Tia Barrett**
GENDER:	DATE OF BIRTH:
Male	**Nov 29, 2000**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

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ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46142

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME: **BETI**

GIVEN NAMES: **Frank**

GENDER: **Male**

DATE OF BIRTH: **May 10, 2004**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

099e8146-b1de-4c77-b8a4-f165b85d6ae6

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46140

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME: **ISA**

GIVEN NAMES: **Adrian**

GENDER: **Male**

DATE OF BIRTH: **Dec 25, 1995**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

d94990b2-29fa-43b2-86cc-689cba4dba81

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46141

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME: **TAUWATA**

GIVEN NAMES: **Joseph**

GENDER: **Male**

DATE OF BIRTH: **Aug 15, 1998**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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ROYAL SOLOMON ISLANDS POLICE FORCE
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FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

5b31285e-11c5-4f25-a04e-660164861927

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46145

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ISA	**Jason**
GENDER:	DATE OF BIRTH:
Male	**Oct 25, 1998**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

f21d52f3-8ec1-4538-a794-fc4b3c0a4041

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46138

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
TAVE	**William**
GENDER:	DATE OF BIRTH:
Male	**Jul 17, 2000**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

dcf2d882-8b11-4ab7-8ea2-3983418cf976

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46137

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
WITLAM	**Wilfred**
GENDER:	DATE OF BIRTH:
Male	**Aug 23, 1997**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

08c5b434-cdc4-4785-9efd-c94ed7d1efa0

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46136

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
POLESI	**Michael**
GENDER:	DATE OF BIRTH:
Male	**Aug 08, 1994**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

15303899-e067-4ce0-ad24-cd6ec044304a

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46134

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME: **TANGISI**

GIVEN NAMES: **Asinate**

GENDER: **Female**

DATE OF BIRTH: **Jan 24, 2003**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

ed74964d-7746-4ae8-94ad-d15481f14a7d

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 46135

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
FORAU	**Clayson**
GENDER:	DATE OF BIRTH:
Male	**Feb 11, 2001**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 06th day of January 2023

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 6/1/2023
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

cf29fce0-85ce-46b6-bc19-98927bf68e1c

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

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 (PMO)	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)				
Progress Report of works/Photos etc		N/A Mobilization prior to work commencement		
Completion report if goods/services and works have been completed				
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				

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: Gloria Hands – CA3 PMO

Date: 18/07/2023

Procurement section Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

Finance Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____