

5th payment - Variation 1



2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

Wardward Construction - Variation order payment NO.1

1) Minute



Sign by ED

2) Requisition



Compliance Officer

Sign by ED

3) Payment Voucher



Sign by FC

Sign by ED

4) LPO



Sign by FC

Sign by ED

5) IB Authorisations



Sign by FC

Sign by ED

Comments:

CHQ # 144.





NHA-DFAT PAYMENT VOUCHER

Cheque No: **000144**

Payment to: **WIND WARD CONSTRUCTION**

Address: **SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA**

Voucher No: **PMU-932/23**

Date: **22-Sep-23**

Approval by: **Executive Director** Date: **24/9/23**

Approval by: **Financial Controller** Date: **25/9/23**

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
6-2100-7	ST JOSEPH TENAR	Payment No.1 Variation for Sanding and Varnishing to 328m2 Floor area for Building 2	52,890.00
	LABOUR COST	upgrade Game Village - Tenaru School Carpentry Work	
2-1365	withholding Tax	Less 7.5% Withholding Tax	-\$3,966.75
		Total:-	48,923.25

Amount in Word: **Forty Eight Thousand, Nine Hundred twenty three dollars and twenty five cents only**

Cheque Signatories:

Signature: **Dr Jimmie Rodgers** NHA Chair

Signature: **Mckinnie P Dentana** PS Finance

Signature: **Gilbert John Osmond** Attorney
Muria General

Procurement Checklist:

No. of Quotations: **Non**
Purchase Order # **Non**
PR # **PMU-932/23**

Please indicate the type of payment:

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

Received By
Name & Signature

Fewal Lasi

26/9/23

Prepared By
Finance Officer - Name & Signature

George McKenzie



Windward Construction
P.O Box 76
Honiara
Solomon Islands

Date: 22/09/2023

Payment Amount:	\$48,923.25
------------------------	-------------

In Payment For:

Page 1 of 1



HONIARA

Bank of South Pacific Limited



25 / 09 / 23

Pay Windward Construction

or bearer

the sum of Forty Eight Thousand Nine \$ 48,923.25

Hundred Twenty Three Dollars 25/100 —

SPORTS SOLOMON FUND

Payable in the
Solomon Islands only.

000144

2001614631

Fervel Lasi

26/9/23



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-932/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION	PURCHASING OFFICER USE ONLY		
		(Full and clear details of payment)	SUPPLIER	ORDER NO.	COST
1	L.S	Variation Payment 1 for Labour-based Contract for Upgrade of Schools - Lot 1 St Josephs Terrace, Carpentry Works - Building 2.	MINDWARD CONSTRUCTION	Inv # 04	\$52,890.00 ↓
			TOTALS \$52,890.00		
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$52,890.00</u>			Account Name: <u>Chm Local, Gm Cat</u>		
Requisition Officer (Name): <u>SOLEMANA G</u>			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEEROY BIRD</u>			SBD\$ <u>52,890.00</u>		
Post: <u>EXECUTIVE DIRECTOR, PMU</u>			Signed: <u>[Signature]</u>		
Department: <u>PMU, GFC</u> 19-09-2023.			Name: <u>[Signature]</u>		
Threshold Checklist			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Payment requires one quote (10,000 below)			Compliance Check by: <u>[Signature]</u> Signature		
Payment requires three quotes (\$10,000.00 above)			Name: <u>P. Hume</u> Date: <u>19/9/23</u>		
Is it a ITB Contract Payment			Position: <u>PMU</u>		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-932/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Variation Payment 1 for Labour-based Contract for Upgrade of Schools - Lot 1 St Josephs Terrace, Carpentry Works - Building 2.	WINDWARD CONSTRUCTION	INV # 123 04	\$52,890.00
TOTALS					\$52,890.00
Approval is requested to incur expenditure on the above			Account Code: <u>G-2717</u>		
Estimated Cost (SBD): <u>\$52,890.00</u>			Account Name: <u>OTM Level 6th Cat</u>		
Requisition Officer (Name): <u>SOLEANA G</u>			Funds available on this account: _____		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEORON BIRD</u>			SBD\$ <u>52,890.00</u>		
Post: <u>EXECUTIVE DIRECTOR, PMU</u>			Signed: <u>[Signature]</u>		
Department: <u>PMU, GFC 19-09-2023</u>			Name: <u>[Signature]</u>		
Threshold Checklist			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Payment requires one quote (10,000 below)			Compliance Check by: _____ Signature		
Payment requires three quotes (\$10,000.00 above)			Name: <u>P. H. H. H. H.</u> Date: <u>9/9/23</u>		
Is it a ITB Contract Payment			Position: <u>PERM</u>		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					

Copy 1 White
Copy 2 Pink
Copy 3 Yellow

NHA Finance
Compliance Department
Requesting Department

George McKenzie

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: GKL-180923
Date: Monday 18th September 2023

SUBJECT: Request Approval for Variation Payment 1 for Labour-based Contract for Upgrade of Schools for the Games Village to Windward Construction - Lot 1 St Josephs Tenaru, Carpentry Works for Building 2

Dear ED,

I refer to the above subject, your approval is hereby sought to pay **Windward Construction** as per the approved Variation Order attached.

This is for additional Works not included in the original Scope of Works, and includes sanding and varnishing of flooring for Building 2.

Works have been completed as verified by PMU. See below summary of the payment details as follows:

Payment Summary

Contract No	Contract Name	Contractor Name	Description of Payment	Amount of Claim
GTB-GFC09/22 Lot 1	Labour-based Contract for Upgrade of Schools for the Games Village	Windward Construction	Variation (V01) Payment for Sanding/varnishing to 328m ² floor area for Building 2	\$52,890.00

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

FOR SECRETARIAT OFFICE USE ONLY

Signature

Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Approved

Not Approved

Cc. FC

PAYMENT SCHEDULE
WIND WARD CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - ST JOSEPH TENARU / CARPENTRY / A5 / LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			559,671.13				
21/12/2022	No.1	20%	111,934.23		8,395.07	103,539.16	Paid
	No.2	35%	195,884.90		14,691.37	181,193.53	Paid
	No.3	35%	195,884.90		14,691.37	181,193.53	paid
	No.4 - RETENTION	10%	55,967.11		4,197.53	51,769.58	
22/09/2023	VARIATION No.1		52,890.00		3,966.75	48,923.25	✓ payment in Progress
TOTAL			612,561.13	-	45,942.08	566,619.05	

3/4/25



Lower Lengakiki
P.O. Box 76
Honiara, Solomon Islands
Ph: (677) 7247452

INVOICE

Bill to:
National Hosting Authority
Project Management Unit

Solomon Islands Government

PO Box 2443, Honiara

Invoice #: 04

Invoice Date: 20th March
2023

Due Date: 23rd March
2023

Item		Unit price	Quantity	Amount (\$)
1	Variation payment # 1 for additional work (sanding & vanishing of wooden floor) contract # GTB- GFC09/22 valued at \$559, 671.13		1	52,890.00
Sub-Total				52,890.00
Total Due				52,890.00

Payment Instructions:

Make all cheques payable to Windward Construction
BRED Bank Account#: 20078411123011

A handwritten signature in blue ink, consisting of several overlapping, stylized strokes.



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

VARIATION PAYMENT CERTIFICATE NO: VPC-01

Payment Schedule Name:	Variation Payment No. 1		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 1 - Carpentry Works for Building 2		
Contractor:	Windward Construction		
Project Manager	Graham Lilo	Certificate:	VPC-01
Contract Administrator:	Soleana Gagahe	Date Invoice Received:	15-Sep-23
		Date Issued for payment:	18-Sep-23
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 559,671.13		
1	Payment 1 (20%)	\$ 111,934.23	\$ 111,934.23	Paid
2	Payment 2 - (35%)	\$ 195,884.90	\$ 195,884.90	Paid
3	Payment 3 - (35%)	\$ 195,884.90	\$ 195,884.90	Paid
4	Variation Payment No. 1	\$ 52,890.00	Refer to Approved Variation Order	This Claim
5	Payment 4 - 10% retention			
6				
7				
8	Progress Claim to date	\$ 556,594.02		
9	Original Contract Value	\$ 559,671.13		
10	Total Adjusted Contract Value	\$ 612,561.13		
11	Balance of Contract Payment	\$ 55,967.11		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 52,890.00	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 52,890.00	

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)

18/09/23
Date

Complianced and approved by:

.....
Soleana Gagahe (Contract Manager)

18/09/23
Date

Claim is hereby approved for payment by:

.....
Leeroy Bird (Executive Director - PMU)

19/09/23
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.

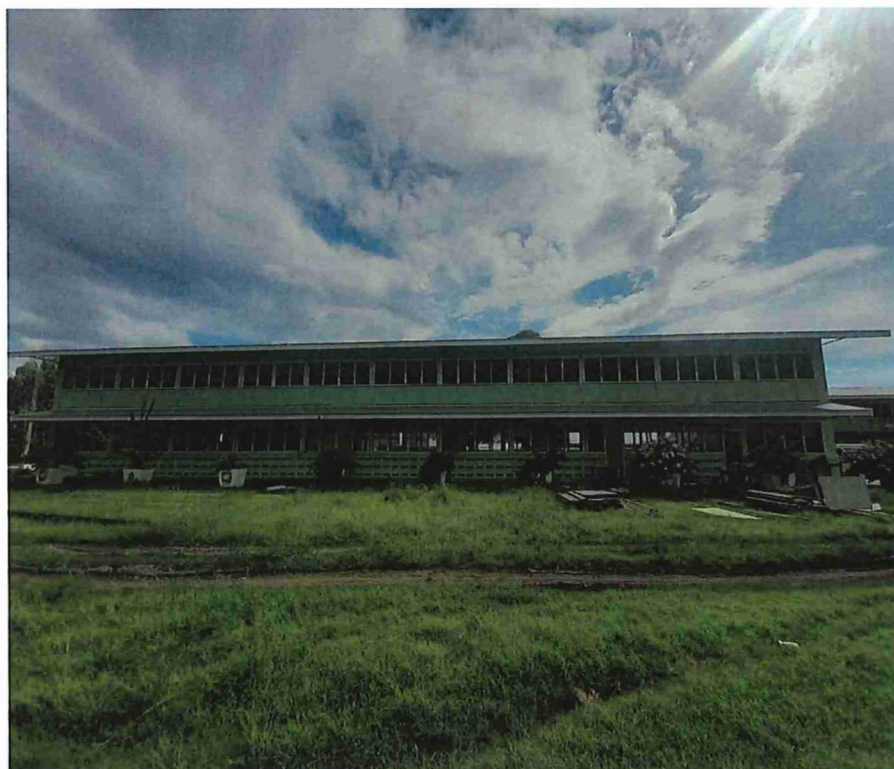
Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

VARIATION PROGRESS REPORT

Date: 10th March 2023



Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING
AUTHORITY
P.O Box 2443
Honiara
Solomon Islands



✉ info@sol2023.com.sb

☎ +677 7308800

f Sol2023 XVII Pacific Games

CONTRACT NO: **GTB-GFC09/22 – LOT 1**

CONTRACT NAME:

Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1 Building 2 -St Joseph Tenaru Catholic Secondary School – Carpentry Works

CONTRACTOR NAME: **WINDWARD CONSTRUCTION**

COMMENCEMENT DATE: **25th December 2022**



1.0 INTRODUCTION:

In preparation for the sol2023 Pacific Games, Games Village is one of the important facilities for the games that will accommodate all athletes from different countries that will be competing in the upcoming event. As such, St. Joseph Tenaru Catholic Secondary School is part of the games Village for the upgrading exercise.

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 12th March 2023, which the effective date of this report. Thus, this report is purposely to provide an up to date progress of the extra works on approved VARIATION for Sanding and Varnishing by NHA Chair on second floor, building 2 and to confirm the completion of works for the release of the variation payment to Windward Construction.

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT:	\$559,671.13
VARIATION 1 AMOUNT	\$52,890.00 (Add +)
NEW CONTRACT AMOUNT	<u>\$612,561.13</u>
PAYMENTS RECEIVED: PMT 1 - 20%	\$111,934.23
PAYMENT RECEIVED: PMT 2 – 35%	\$195,884.90
PAYMENT RECEIVED: PMT 3 – 35%	\$195,884.90
THIS CLAIM (VARIATION 1 PMT)	\$52,890.00 (Add +)
<u>CONTRACT BALANCE</u>	<u>\$55,967.10</u>

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 Contractors 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\$ 559,671.13
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	\$ 111,934.23	\$ 111,934.23
Payment No.2	35% payment shall be paid upon completion of 50% of Carpentry works for BUILDING 1- BOYS DORMITORY & CLASSROOM and upon verification by the Site Engineer	\$ 195,884.90	\$ 195,884.90
Payment No.3	35% payment shall be paid upon completion of final 50% of carpentry works for BUILDING 1- BOYS DORMITORY & CLASSROOM – upon verification by the Site Engineer and issuance of Certificate of Practical Completion	\$ 195,884.90	\$ 195,884.90
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	\$ 55,967.10	\$ 55,967.10
TOTAL			\$ 559,671.13

4.0 THE REPORT:

Below are summary report of the variation completion to date as of the date of inspection;
The report covers all works completed as outlined in the variation scope as per requested by the site engineer, Freda Waki and costed by the PMU QS Queenie. These are additional works are not included in the original scope of works under the contract, and the variation is approved by management.

APPROVED SCOPE OF WORKS FOR VARIATION

Item	Description of Scope of Works	Status
1.0	Sanding	
1.1	Re sanding of floor rough cut	✓ 100% complete
1.2	Smooth finishing	✓ 100% complete
2.0	Vanish & Staining	
2.1	Apply semi-gloss to floor prior to final coat	✓ 100% complete
2.2	2 final coat semi- gloss as required	✓ 100% complete
3.0	Demolition	
3.1	Demolish all internal furniture as requested by school principal	✓ 100% complete

5.0 CONTRACT ISSUES:

Variation is required to rectify the issues stated in the scope and contract amount adjusted (+) variation approved amount.

6.0 SITE ISSUE: No



Sanding and Varnishing

7.0 CONCLUSION:

- All tasks in the scope of works are fully complete and they (WINDWARD CONSTRUCTION) are qualify to be paid in full the approved variation.(see details attached)

COMPILE BY:

ELWYN MAETIA

CA, Project Management Unit (PMU)



Project Management Unit
Games Facilities Committee

REQUEST FOR VARIATION APPROVAL

**VARIATION (VO-1) FOR LABOR-BASED CONTRACT FOR
UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023:
LOT 1 – SAINT JOSEPH’S TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL – CARPENTRY WORKS FOR BUILDING 2
– CLASSROOM & BOYS DORMITORY**

CONTRACTOR: WINDWARD CONSTRUCTION

Request Letter for Executive Director’s Approval



NHA Ref:SVG-080823

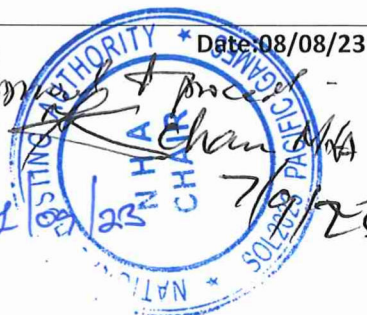
To: Christian Nieng
Executive Director/Chair – ITB
National Hosting Authority

Date:

Date: 08/08/23

Thru: Leeroy Bird
Executive Director/Secretary ITB/GTB
PMU, NHA

Date:



Dear ED NHA,

SUBJECT: REQUEST APPROVAL OF VARIATION (VARIATION ORDER NO. 1) FOR ADDITIONAL CARPENTRY WORKS FOR BUILDING 2 TO BE CONDUCTED BY WINDWARD CONSTRUCTION (LABOUR-BASED CONTRACT – GTB-GFC09/22 LOT 1)

I hereby refer to the above subject made in Pursuant to the Contract Agreement between NHA & Windward Construction, which hereby states in its **Special Conditions of Contract – Article 9, Clause 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.”

Furthermore, as per **SIG/PCAM 2013-SECTION 6: CONTRACT ADMINISTRATION** and **sub-clause 6.1-Contract Variations, paragraph 1** which states *“Variations may only be approved if quantities or the scope of works are increased at the Purchaser’s request”*

and whereby if deemed necessary to issue a contract variation,

“The Accounting Officer of the purchasing Agency can approve this for up to 10% of the original approved contract value”.

The Variation Claim amounts to a total cost of **\$52,820.00**, which is **less than 10% of the Contract Value**, thus your perusal and approval are needed to proceed as necessary.

The summary cost is shown in the table below:

Project Name	Labour-based Contract for Upgrade of Games Village for Pacific Games 2023 (Lot 1 – Carpentry Works for Building 2)
Contract No.	GTB-GFC09/22 Lot 1
Original Contract Value	SBD \$559,671.13
Requested Variation Amount	SBD 52,820.00 52,890.00 corrected by SOE – refer to V.O
New Contract Value after Variation (VO1)	SBD \$612,491.13 (Original Value + VO1) ($\$559,671.13 + 52,890.00$)

This request is for **additional labour charges** that are due to additional Carpentry Works as requested by the Site Engineer for Tenaru School (part of the Schools Upgrade Project).

These additional Works have since been verified by the PMU technical team (Games Village Team) and includes the following Works:



- Sanding and smooth sanding of the top floor of Building 7
- Varnishing (three coats – final coat is gloss)
- Demolishment and removal of all internal furniture and beds

Attached is the Variation Order for your review, as well as a detailed Scope Report and BOQ.

Your perusal and approval are hereby sought for the above request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Soleana'.

Soleana Gagahe
Contracts Manager
Project Management Unit

CC: FC – NHA
Procurement, Contracts, Compliance Manager, NHA

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: Elwyn Maetia, Contract Administrator (St. Joseph Tenaru)
NHA Ref: EM-040923
Date: Monday 04- September 2023

SUBJECT: REQUEST FOR INFORMATION (RFI) FOR SANDING WORKS ON BUILDING 1, 2, 3, 7, & 9 ON LOT 1, ST. JOSEPH TENARU - Contract for Upgrade of Games Village.

Dear ED,

I refer to the above subject matter.

On Thursday 9th March 2023, a delegation from Australian High Commissioner's Office, Prime Minister's Office and NHA Project Management Unit staff had a joint visit to St. Joseph Tenaru Secondary School games village.

And during the visit, it was noted that the NHA Chair and AG is requesting the inclusion of scoping and renovating the school dispensary and floor sanding and varnishing of Building 1, 2, 3, 7, & 9.

Buildings;

- 1- PIBU CONSTRUCTION
- 2- WINDWARD CONSTRUCTION
- 3- 3D CONSTRUCTION
- 7- I & M ENTERPRISES
- 9- C L & TAMA ENTERPRISES

Hence, the scoping works and a BOQ for sanding and varnishing works was completed on 14th March 2023 and was send out to the concerned contractors for their quotation. Thus, we have accepted their quotes and give a go ahead.

Please find attached herewith, email trend of request of scoping works by NHA Chair and AG.

Kind regards,

Elwyn Maetia.

Contract Administrator-Tenaru

FOR SECRETARIAT OFFICE USE ONLY

Signature

Mr Christian Nieng

Executive Director
National Hosting Authority

Date

Approved

Not Approved

✓



VARIATION ORDER FORM

The issuance of this Variation Order Form shall form part of the Contract, Contractor and/or Supplier shall not proceed with Works or Supply of Materials unless approval is granted by the Authorizing Officer for the value of variations within or below 10% of the total contract value, or responsible tender boards as reference to PCAM 2013.

CONTRACT SUMMARY INFORMATION:

CONTRACT NO:	GTB-GFC09/22-LOT 1	Variation Order No:	No.1
CONTRACT NAME:	Labour Based Contract for Upgrade of Games Village for Pacific Games 2023: Lot 1 – Saint Josephs Tenaru Catholic National Secondary School - Carpentry Works for Building 2 – Classroom and Boys Dormitory		
SCHOOL NAME	Saint Josephs Tenaru Catholic National Secondary School		
CONTRACTOR NAME	WINDWARD CONSTRUCTION	Building No	02 Lot No 1

DESCRIPTION OF ISSUING OF VARIATION ORDER (indicate below variation)

Variation for additional Labour Cost due to additional Carpentry Works for Building 2: Sanding and Varnishing works on entire top floor of building, boys dormitory

Requested by the Engineer / Employer on: 14/03/23

TECHNICAL REASON (S) FOR VARIATION:

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

The above will necessitate the following:

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Variation for additional works which include the following; Total Floor Area 328 m2 A, Resanding rough cut as required B, Smooth sanding C, Vanishing includes applying semi-gloss, D, Apply 2 final gloss	items	4		\$52,820.00

TOTAL VARIATION COST (this Variation) \$52,820.00

The value of the variations is calculated according to the Contractor and Supplier's bid rates

ADDITIONAL EXPENDITURE:			
Original Contract Value	\$ 559,671.13		
Estimated Variation Cost	\$ 52,820.00 52,890.00 <i>corrected by Site - 08/08/2023</i>		
CPA (Contract Price Adjustment)	\$ 612,591.13 <i>[refer to quote provided by Contractor]</i>		
The above rates are valid at base date for the purposes of contract price adjustment.			
Summary of Variation Order and Claims is attached.			
For Approval of this Variation Order Form, parties' representatives signed hereby;			
Variation recommendation by: (to be requested by Site Engineer and signed by Contractor)			
Name: <i>Elwyn Maek</i>	Signed: <i>[Signature]</i>	Name: <i>Ferral Lasi</i>	Signed: <i>[Signature]</i>
PROJECT SITE ENGINEER (Tenaru School)	Date: <i>08/08</i> /2023	CONTRACTOR: WINDWARD Construction	Date: <i>08/08</i> /2023
Endorsement by: (this endorsement shall be submitted for final approval by Authorizing Officer or relevant Tender Boards)			
Name: Graham Lilo	Signed: <i>[Signature]</i>	Name: Soleana Gagahe	Signed: <i>[Signature]</i>
PROJECT MANAGER	Date: <i>08/08</i> /2023	CONTRACTS MANAGER	Date: <i>08/08</i> /2023
Name: Leeroy Bird Executive Director Project Management Unit National Hosting Authority Signed: <i>[Signature]</i> date: <i>1.09</i> /2023			

Suppliers and Contractors shall be notified to proceed with variation Works or Supplies after approval of order to vary Contract Scope of Works, quantities, and values.



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Ferol Lasi
Managing Director
WINDWARD Construction
P.O.BOX 76
Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – ST JOSEPH TENARU / CARPENTRY / A5 / Lot 1**

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.



.....
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 I: TENDER AWARD LETTER

Thanks, ED.
Will do.

Regards,
Freda

From: Eldon Tapa
Sent: 13 March 2023 13:39
To: Freda Waki; Peter Himane; Graham Lilo
Cc: Elwyn Maetia; Queenie Poznanski; Soleana Gagahe
Subject: Re: SCOPING OF TENARU SCHOOL DISPENSARY AND VARIATION FOR TENARU B1, B2, B3, B7, & B9.

Hi Freda,

Please proceed with the scoping as per the instructions from SPM.

Kind regards

Eldon Tapa BPropDev(CMQS)
Executive Director
Project Management Unit
Games Facilities Committee
National Hosting Authority
+677 7580094

From: Freda Waki
Sent: 13 March 2023 13:37
To: Peter Himane; Graham Lilo
Cc: Eldon Tapa; Elwyn Maetia; Queenie Poznanski; Soleana Gagahe
Subject: Re: SCOPING OF TENARU SCHOOL DISPENSARY AND VARIATION FOR TENARU B1, B2, B3, B7, & B9.

Noted with thanks PH.

Will email ED for approval.

Cheers,
Freda

From: Peter Himane
Sent: 13 March 2023 10:57
To: Freda Waki; Graham Lilo
Cc: Eldon Tapa; Elwyn Maetia; Queenie Poznanski; Soleana Gagahe

Subject: Re: SCOPING OF TENARU SCHOOL DISPENSARY AND VARIATION FOR TENARU B1, B2, B3, B7, & B9.

Freda,

Once ED approves this, we will go as normal tender.

PH

From: Freda Waki

Sent: Monday, 13 March 2023 10:22 AM

To: Graham Lilo

Cc: Eldon Tapa; Elwyn Maetia; Peter Himane; Queenie Poznanski; Soleana Gagahe

Subject: Re: SCOPING OF TENARU SCHOOL DISPENSARY AND VARIATION FOR TENARU B1, B2, B3, B7, & B9.

Thanks Graham. Will do the scoping and wait for ED's approval for commencement of works.

Regards,
Freda

From: Graham Lilo

Sent: 13 March 2023 09:36

To: Freda Waki

Cc: Eldon Tapa; Elwyn Maetia; Peter Himane; Queenie Poznanski; Soleana Gagahe

Subject: Re: SCOPING OF TENARU SCHOOL DISPENSARY AND VARIATION FOR TENARU B1, B2, B3, B7, & B9.

Hi Freda,

Your email is well acknowledged.

You may proceed with the assessment and costing the aforementioned buildings but approval to proceed with the actual works has to be given by ED -PMU.

Regards

Graham Lilo - BEng
Project Manager
Project Management Unit
NHA

From: Freda Waki

Sent: Monday, March 13, 2023 1:44 AM

To: Graham Lilo

Cc: Eldon Tapa; Elwyn Maetia; Peter Himane; Queenie Poznanski; Soleana Gagahe

Subject: SCOPING OF TENARU SCHOOL DISPENSARY AND VARIATION FOR TENARU B1, B2, B3, B7, & B9.

Hi Graham,

I would like to seek approval for the scoping of the Tenaru school dispensary as asked by SSPM & AG following their visit to Tenaru School on Thursday 9th March 2023.

I would also like to seek approval for the scoping of variations for the sanding and staining of Building 1, Building 2, Building 3, Building 7, and Building 9 floors as requested by the SSPM as well.

Please advice.

Kind regards,
Freda



Lower Lengakiki
P.O. Box 76
Honiara, Solomon Islands
Ph: (677) 7247452

Date 15th March 2023

**COSTED BOQ FOR VARIATION-SANDING AND VANISH FOR BUILDING 2-BOYS DORM ST-
TENARU**

Building 2-St Joseph Tenaru NSS					
Item	Description	Unit	Quantity	Rate	cost
	<u>Preambles</u>				
1	Refer to the drawings and Specification for full details and descriptions of materials and workmanship				
2	Refer to the General and Special Conditions of contract and Tender and to the Preliminary and General section of the Specification				
3	The Bills of quantities are for sanding and application of vanish to the building				
4	The rates used shall include sanding and vanish labour charge with tax and machineries and equipments				
5	Sanding				
5.1	Allow of rsanding of floor rough cut as required	M2	328	\$50.00	\$16,400.00
5.2	Allow for smooth sand finishing as required with sand and related vibrate equipment	M2	328	\$50.00	\$16,400.00
6	Vanish & Staining				
6.1	Allow to apply semi-gloss to floor prior to final coat of stain paint	M2	328	\$25.00	\$8,200.00



Lower Lengakiki
P.O. Box 76
Honiara, Solomon Islands

Ph: (677) 7247452

6.2	Apply final coat after semi-gloss as required to floor	m2	328	\$25.00	\$8,200.00
Sub-Total					\$49,200.00
Tax (7.5)					\$3,690.00
Total cost					\$52,890.00

Sign:.....

Ferral Lasi

Managing director



CONTRACT AGREEMENT

FOR

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

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**CARPENTRY WORKS FOR BUILDING 2- BOYS DORMITORY AND
CLASSROOM**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

Windward Construction

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this **16th December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

Windward Construction (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Ferol Lasi**, herein the Managing Director of **Windward 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) within a period of 10 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\$ 559,671.13**. 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 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 JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

Name of Building: BUILDING 2- BOYS DORMITORY AND CLASSROOM

11. From time to time during 10 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:	Ferol Lasi
Signature:		Signature:	
Designation:	Executive Director National Hosting Authority	Designation:	Managing Director Windward Construction
Date:	19/12/2022	Date:	16/12/2022

Witness signing by Project Management Unit/NHA

Signature

Name:

Elden Tepa

Title:

Executive Director

Date:

16/12/22

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 accidentally involved 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: Windward Construction P.O. Box 76 Honiara Solomon Islands Email: WD_Enterprise@outlook.com Mob: 7247452 c. THE LOCATION SITE IS: LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL; BUILDING 2- BOYS DORMITORY AND 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: Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	THE CONTRACT ADMINISTRATOR IS. Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. Note: <i>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.</i>
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 3 rd 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 Tapa Executive Director Project Management Unit Email: ETapa@sol2023.com.sb THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:

		Ferol Lasi Windward Construction P.O. Box 76 Honiara Solomon Islands Email: WD_Enterprise@outlook.com Mob: 7247452
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 Contractors 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.

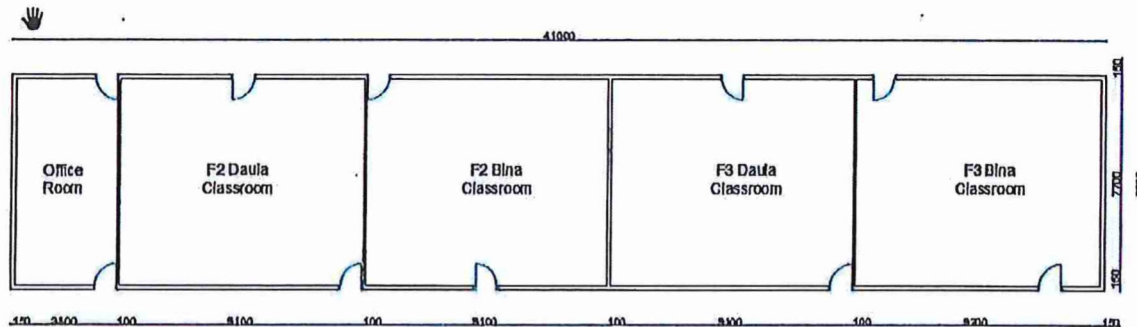
CONTRACT VALUE			SBD\$ 559,671.13
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	\$ 111,934.23	\$ 111,934.23
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 2– Ground Floor	\$ 195,884.90	\$ 195,884.90
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 2– Top Floor	\$ 195,884.90	\$ 195,884.90
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	\$55,967.11	\$55,967.11
TOTAL			\$ 559,671.13

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 2: SCOPE OF WORKS

Building 2 is a double story building consisting of classrooms on the ground floor and boys' dormitories on the top floor.

Ground Floor (Classrooms)



BUILDING 2 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 2.

The following are the scope of works for *building 2 ground floor* (classrooms).

1. Carpentry Works

i. Windows

- Remove all existing window battens.
- Remove all existing window mesh.
- Remove all existing nylon nets/screen.
- Remove all existing louvre frames and louvre glasses.
- Remove all existing window frames and reconstruct them according to the number of window bays specified in the attached drawing; where each bay will be constructed to fit louvres of the size 915mm x 152mm x 5mm.
- Install new louvre frames and louvre glasses to all classroom windows.
- Install new window battens to all classroom windows.

ii. Walls

- Remove existing internal walls that are damaged and replace with the specified materials.
- Remove any damaged existing external wall sheet and replace with new ones of the same specs.
- Remove all existing internal partition walls and reconstruct new timber partition frames.

iii. Doors

- Remove all existing door frames and door leafs to all classrooms and install new ones.
- Install new locks and dead-bolts to all newly installed doors to classrooms.

iv. Ceiling

- Remove all existing ceiling sheets to all classrooms and replace with the specified material.
- Reconstruct any damaged ceiling frames before installing new ceiling sheets.

2. *Painting Works*

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames to classrooms and all window battens with the specified paint colour (1 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new classroom door frames and door leaves with the specified paint colour (1 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint both internal and external walls for all classrooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).

v. Blackboards

- Prepare all existing blackboard surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all existing blackboard surfaces for all classrooms with the specified paint colour (1 coat).

3. *Cleaning Works*

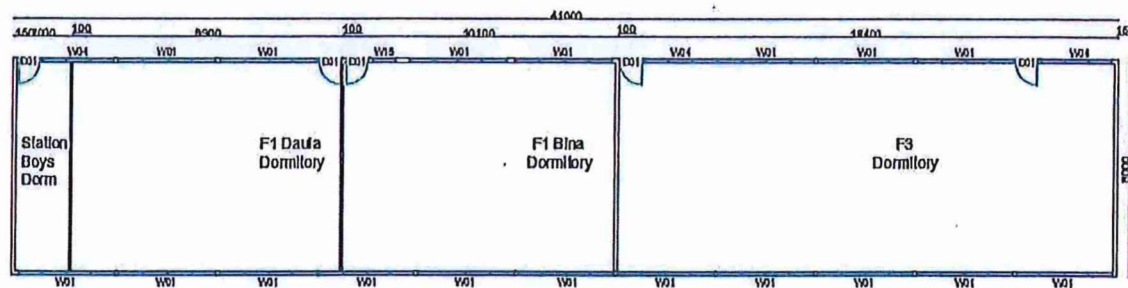
i. Floor

- Wash, scrub & clean all classroom floors with water and specified cleaning detergents.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and along walk-way of all dormitory rooms before handing over to NHA.

Top Floor (Boys' Dormitories)



BUILDING 2 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 2.

The following are the scope of works for *building 2 top floor* (Boys' Dormitories).

1. Carpentry Works

i. Windows

- Remove all existing window battens
- Remove all existing window mesh
- Remove all existing nylon nets/screens
- Remove all existing louvre frames and louvre glasses
- Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.
- Install new louvre frames and louvre glasses to all dormitory room windows.
- Install new window battens to all classroom windows.

ii. Walls

- Remove all existing internal walls that are damaged and replace with the specified materials.
- Remove any existing external wall sheets that are damaged and replace with new ones of the same specs.
- Remove all internal partition walls and reconstruct new timber partition frames.

iii. Doors

- Remove all existing door frames and door leafs to all dormitory rooms and install new ones of the specifications provided in this document.

iv. Ceiling

- Remove all existing ceiling sheets to all dormitory rooms and replace with the specified material.
- Remove all existing damaged ceiling sheets to walk-way canopy along all dormitory rooms and replace with the specified material.
- Reconstruct any ceiling frame that is damaged before installation of new ceiling sheets.

2. *Painting Works*

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames to dormitory rooms and all window battens with the specified paint colour (2 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new dormitory room door frames and door leafs with the specified paint colour (2 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all dormitory rooms with the specified paint colour (2 coats).

v. Exposed Steel Roof Truss

- Prepare all existing steel roof truss surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all existing exposed roof truss surfaces for all dormitory rooms with the anti-rust paint (1 coat).

vi. Staircase Railing

- Prepare all staircase surfaces and railing surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all staircase surfaces and railing surfaces for with the specified paint colour & anti-rust.

3. **Steel/Fabrication Works**

i. Scaffolds/Props

- Prepare scaffolds/timber props to support top floor walkway/decking before all damaged posts are removed.

ii. Staircase

- Remove existing steel staircases and construct new ones according to the specifications and drawing.

iii. Decking Posts

- Remove all damaged decking posts and replace with 100mm diameter x 3.6mm thickness circular hollow sections at 3m lengths where both ends are welded onto 100mm x 100mm x6mm caps.

4. **Cleaning Works**

i. Floor

- Wash, scrub & clean all classroom floors with water and specified cleaning detergents.

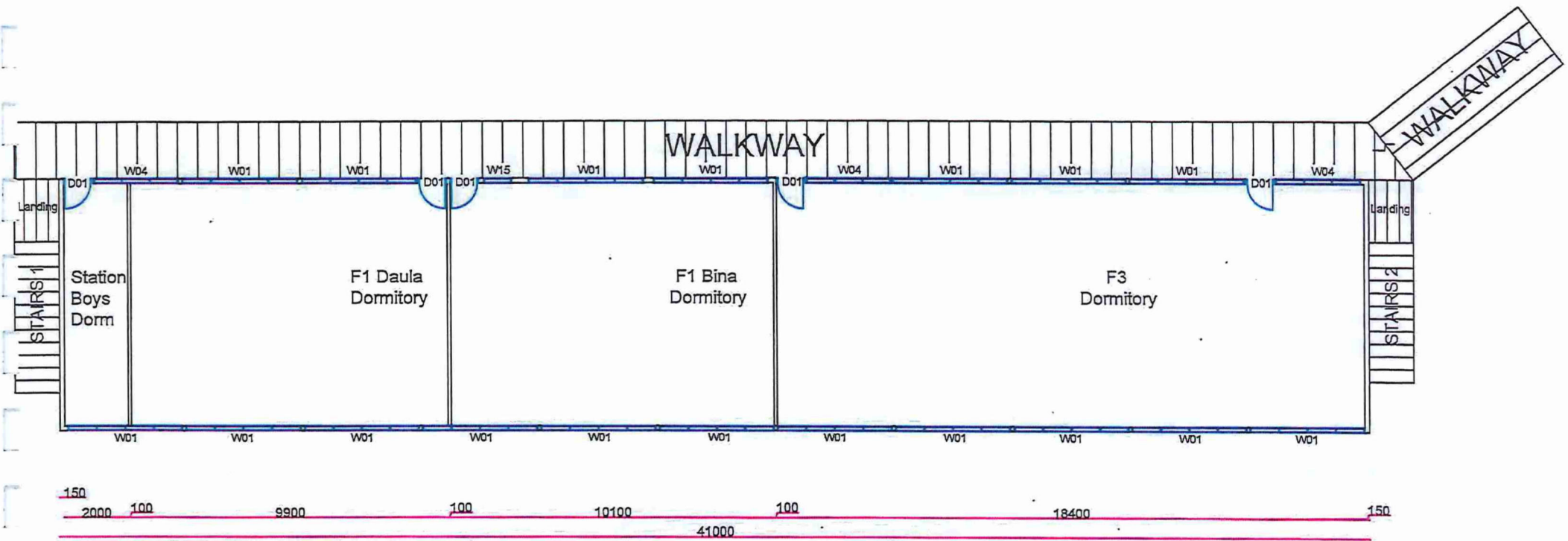
ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and along walk-way of all dormitory rooms before handing over to NHA.



BUILDING 2 GROUND FLOOR PLAN
@ 1:150

NORTH 	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:150	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. ILLIO	1



BUILDING 2 TOP FLOOR PLAN
@ SCALE 1:170



NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:170	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	1



DRAWN.	D.P.	CHECKED.	G.L.
APPROVED.	-	SCALE.	1:40 @A3
PROJECT No.	-	PLOT DATE.	3/18/22
SHEET No.	-	ISSUE No.	A

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.



WINDWARD CONSTRUCTION

NO.	NAME	GENDER
1	Edrick Konate'e Maeniuta	M
2	Lawson Lukisi	M
3	Helen Nagu Waki	M
4	Jerry Mark Sese	M
5	Lency Lysias	M
6	Micly Seko Young	M
7	Derol Lasi	M
8	Errol Pelu	M
9	Jarred Pelu	M
10	Fredrick Gavira	M
11	Eton Enriko	M
12	Lasi Watts	M
13	Darren Asha	M
14	Elrick James Angisia	M
15	Haward Neri	M
16	Mecreed Ghala	M
17	John Jack	M
18	Neyson Suha Sale	M
19	Calzon Kekerao Hurua	M
20	Junior Oli	M
21	Samson Avenea Absolom	M
22	Derrick Mudu Kalea	M
23	Joel Patrick	M
24	Charles Masi	M
25	Cain Livu	M

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

Certificate of Insurance

**** DUPLICATE ****

CUSTOMER COPY - RETAIN FOR YOUR RECORDS

Page 1

Windward Construction C/- Lengkiki Honiara SI01 Customer Reference: 52426213/XWC001	Company Premium \$1,800.90 Stamp Duty <u>\$50.00</u> Total Premium \$1,850.90
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The policy details below show what is covered. Any clauses or warranties forming part of this certificate attach in priority to those on the standard policy. The cover is effective from 26/05/2022 to 26/05/2023.

POLICY DETAILS - XWC001

INSURED: WINDWARD CONSTRUCTION

The following items are subject to our current SOLOMON ISLANDS WORKERS COMPENSATION ACT and our WORKERS COMPENSATION POLICY terms and conditions:

Situation: ANYWHERE IN HONIARA
SOLOMON ISLANDS

WORKERS COMPENSATION COMMON LAW - \$150,000 - WORKERS COMPENSATION.

Standard Clauses and Warranties

NUCLEAR EXCLUSION

This Policy does not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

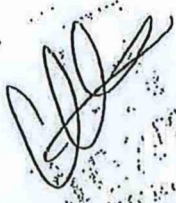
Exclusion 4 above does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of

Certificate of Insurance

**** DUPLICATE ** CUSTOMER COPY - RETAIN FOR YOUR RECORDS**
Windward Construction

Page 2

operations by the insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.


This certificate printed on 16/12/2022
is signed on behalf of the company by
Melina G Pitamama
Customer Services Officer

Your reference no is:
52426213/XWC001

ANNEX III: POLICE CLEARANCE CERTIFICATES



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

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: [Signature]
Name and Position: Christina L
Date: 19-09-23

Procurement section Compliance performed by:

Signed: [Signature]
Name and Position: PHingue (Pcm)
Date: 19/9/23

Finance Department Compliance performed by:

Signed: [Signature]
Name and Position: Pauline Tonia. Accounts Payable.
Date: 22/9/23.



2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

WINDWARD 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 | Sign by ED _____ |

Comments:

CHQ# 208

Release of Variation 2. Supporting documents
Project: St Joseph Tenaru - Lot 1 Building 2
Boys dorm & Classroom

⇒ ED, variation request justified. ~~last 8 x~~
posts rusty & need further ~~to be~~ to be replaced & attended to.

Irere K.
Legal - NHTA





NHA-DFAT PAYMENT VOUCHER

Cheque No: **000308**

Payment to: **WINDWARD CONSTRUCTION**

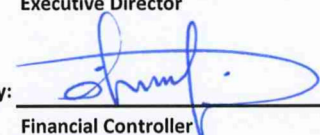
Address: **SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA**

Voucher No: **PMU-1283/23**

Date: **22-Dec-23**

Approval by: 
Executive Director

Date: **21/12/24**

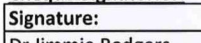
Approval by: 
Financial Controller

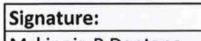
Date: **22/12/24**

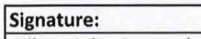
Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
6-2100-7	LABOUR WORK TENARU SCHOOL	Payment of variation 2 for the Game Village upgrade Tenaru school Carpentry Work for Building 2	16,293.00
2-1365	Withholding	Withholding Tax 7.5% Less	-\$1,221.98
		Total:-	15,071.03

Amount in Word: Fifteen thousand and seventy one dollars three cents only.

Cheque Signatories:

Signature: 
Dr Jimmie Rodgers NHA Chair

Signature: 
Mckinnie P Dentana PS Finance

Signature: 
Gilbert John Osmond
Muria Attorney General

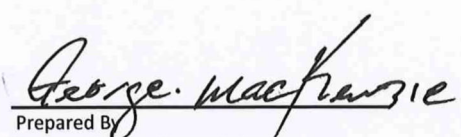
Procurement Checklist:

No: of Quatations:
Purchase Order #
PR #

Please indicate the type of payment:

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

Received By
Name & Signature

Prepared By 
Finance Officer - Name & Signature



**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: GKL-191223

Date: Tuesday 19th December 2023

SUBJECT: Request Variation Payment 02 for Labour-based Contract for Upgrade of Schools for the Games Village to Windward Construction - Lot 1, Carpentry Works for Building 2

Dear ED,

I refer to the above subject, your approval is hereby sought to pay Windward 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	Variation 02 Payment for Windward Construction		\$16,293.20

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

Approval signed by NHA Chair. Variation order to be signed upon his return from overseas.
[Signature]

PAYMENT SCHEDULE

WIND WARD CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - ST JOSEPH TENARU / CARPENTRY / A5 / LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			559,671.13				
21/12/2022	No.1	20%	111,934.23		8,395.07	103,539.16	Paid
	No.2	35%	195,884.90		14,691.37	181,193.53	Paid
3/04/2023	No.3	35%	195,884.90		14,691.37	181,193.53	Paid
	No.4 - RETENTION	10%	55,967.11		4,197.53	51,769.58	
22/09/2023	VARIATION No.1		52,890.00		3,966.75	48,923.25	Paid
20/12/2023	VARIATION No.2		16,293.00		1,221.98	15,071.03	Payment In Progress
TOTAL			612,561.13	-	45,942.08	566,619.05	



HONIARA

Bank of South Pacific Limited



Pay Windward Construction

22, 12, 23

or bearer

the sum of Fifteen Thousand and
Seventy One Dollars 03/100

\$

15,071-03

SPORTS SOLOMON FUND

Payable in the
Solomon Islands only.

[Signature] [Signature]

000308

2001614631

Ferra Lesi

[Signature]

27/11/23



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1283/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Request for payment of Variation Order for the upgrade of schools for Games Village, LOT 1, Terrace School, Carpentry works for Building 2	WINDWARD CONSTRUCTION	INVOICE # 05	\$16,293.20
TOTALS					\$16,293.20
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$16,293.20</u> Date: <u>19/12/23</u>			Account Name: <u>other local other corp</u>		
Requisition Officer (Name): <u>SOLOMONA GALPITE</u> Sign: <u>[Signature]</u>			Funds available on this account: _____		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEEROY BIRD</u> Sign: <u>[Signature]</u>			SBD\$ <u>16,293.20</u>		
Post: <u>ED (PMU)</u>			Signed: <u>[Signature]</u>		
Department: <u>GFC - PMU</u>			Name: <u>[Signature]</u>		
			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Threshold Checklist			Compliance Check by: <u>[Signature]</u> Signature		
Payment requires one quote (10,000 below)			Name: <u>[Signature]</u> Date: <u>20/12/23</u>		
Payment requires three quotes (\$10,000.00 above)			Position: <u>[Signature]</u>		
Is it a ITB Contract Payment					
Is it a GTB Contract Payment					
Payment is a Bid Waiver					



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER:

PMU-1283/23

DEPARTMENT:

PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Request for payment of Variation 02 for the upgrade of schools for James Village, LOT 1, Terrace School, Carpentry works for Building 2	WINDWARD CONSTRUCTION	INVOICE # 05	\$16,293.20
					TOTALS
Approval is requested to incur expenditure on the above			Account Code: 6-2717		
Estimated Cost (SBD): \$16,293.20			Account Name: other to cat other cost		
Requisition Officer (Name): SOLOMON GAGANE			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): LEEROY BRD			SBD\$		
Post: ED (PMU)			Signed:		
Department: GFC - PMU			Name:		
			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Threshold Checklist			Compliance Check by: Signature		
Payment requires one quote (10,000 below)			Date: 10/12/23		
Payment requires three quotes (\$10,000.00 above)			Name: P. H. M. A. L.		
Is it a ITB Contract Payment			Position: P. H. M. A. L.		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					



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

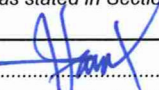
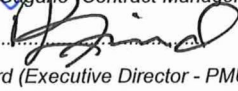
VARIATION PAYMENT CERTIFICATE NO: VPC-02

Payment Schedule Name:	Variation Payment No. 2		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 1 - Carpentry Works for Building 2		
Contractor:	Windward Construction		
Project Manager	Graham Lilo	Certificate:	VPC-02
Contract Administrator:	Elwyn Maetia	Date Invoice Received:	17-Oct-23
		Date Issued for payment:	19-Dec-23
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 559,671.13		
1	Payment 1 (20%)	\$ 111,934.23	\$ 111,934.23	Paid
2	Payment 2 - (35%)	\$ 195,884.90	\$ 195,884.90	Paid
3	Payment 3 - (35%)	\$ 195,884.90	\$ 195,884.90	Paid
4	Variation Payment No. 1	\$ 52,890.00	\$ 52,890.00	Paid
5	Variation Payment No. 2	\$ 16,293.20	Refer to attached Approved Variation documents	This Claim
6	Payment 4 - 10% retention			
7				
8				
9	Progress Claim to date	\$ 572,887.22		
10	Original Contract Value	\$ 559,671.13		
11	Total Adjusted Contract Value	\$ 628,854.33		
12	Balance of Contract Payment	\$ 55,967.11		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 16,293.20	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 16,293.20	

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:		18/12/23
	Graham Lilo (Project Manager)	Date
Complianced and approved by:		18/12/23
	Soleana Gagane (Contract Manager)	Date
Claim is hereby approved for payment by:		19/12/23
	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.



Lower Lengakiki
P. O. Box 76
Honiara, Solomon Islands
Ph: (677) 7247452

17th October 2023

INVOICE

Bill to:
National Hosting Authority
Project Management Unit

Invoice #: 05

Solomon Islands Government
PO Box 2443, Honiara

Invoice Date: 17th October 2023
Due Date: 30th March 2023

Item		Quantity	UOM	Rate	Total
1	Variation for repair of corroded universal beam pertaining to contract GTB-GFC09/22 valued at \$559, 671.13				
1.01	Support column with welded 10mm steel plate web and flange (50mm above/below) and weld to install same size plate	4	Day	\$2576.00	\$10,304.00
1.02	Remove and replace floor space of 800mmx800mm around affected columns to allow space for welding	1.5	Day	\$2576.00	\$3864.00
Total Labour work for Variation					\$14,168.00
15% Profit Margin					\$2,125.2
Total					\$16,293.20

Payment Instructions:

Make all cheques payable to Windward Construction
BRED Bank Account#: 20078411123011

SoI2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

VARIATION PROGRESS REPORT

Date: 15th March 2023



SoI2023 XVII PACIFIC GAMES
NATIONAL HOSTING
AUTHORITY
P.O Box 2443
Honiara
Solomon Islands

 Info@sol2023.com.sb

 +677 7308800

 Sol2023 XVII Pacific Games

CONTRACT NO: GTB-GFC09/22 – LOT 1

CONTRACT NAME:

Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1 Building 2 -St Joseph Tenaru Catholic Secondary School – Carpentry Works

CONTRACTOR NAME: **WINDWARD CONSTRUCTION**

COMMENCEMENT DATE: **25th December 2022**



1.0 INTRODUCTION:

In preparation for the sol2023 Pacific Games, Games Village is one of the important facilities for the games that will accommodate all athletes from different countries that will be competing in the upcoming event. As such, St. Joseph Tenaru Catholic Secondary School is part of the games Village for the upgrading exercise.

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 09th January 2023, which the effective date of this report. Thus, this report is purposely to provide an up to date progress of the extra works approved for VARIATION, and for the release the variation payment under the contract, as requested by the Contractor WINDWARD Construction.

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT:	\$559,671.13
VARIATION 1 AMOUNT	\$54,418.65 (Add +)
VARIATION 2 AMOUNT	\$16,293.20 (Add +)
 NEW CONTRACT AMOUNT	 <u>\$634,826.28</u>
PAYMENTS RECEIVED: PMT 1 - 20%	\$111,934.23
PAYMENT RECEIVED: PMT 2 – 35%	\$195,884.90
PAYMENT RECEIVED: PMT 3 – 35%	\$195,884.90
THIS CLAIM (VARIATION 1 PMT)	\$54,418.65 (Minus -)
THIS CLAIM (VARIATION 2 PMT)	\$16,293.20 (Minus -)
 CONTRACT BALANCE	 <u>\$55,967.10</u>

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 Contractors 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\$ 559,671.13
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	\$ 111,934.23	\$ 111,934.23
Payment No.2	35% payment shall be paid upon completion of 50% of Carpentry works for BUILDING 1- BOYS DORMITORY & CLASSROOM and upon verification by the Site Engineer	\$ 195,884.90	\$ 195,884.90
Payment No.3	35% payment shall be paid upon completion of final 50% of carpentry works for BUILDING 1- BOYS DORMITORY & CLASSROOM – upon verification by the Site Engineer and issuance of Certificate of Practical Completion	\$ 195,884.90	\$ 195,884.90
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	\$ 55,967.11	\$ 55,967.11
TOTAL			\$ 559,671.13

4.0 THE REPORT:

Below are summary report of the variation completion to date as of the date of inspection;
The report covers all works completed as outlined in the variation scope as per requested by the site engineer, Freda Waki and costed by the PMU QS Queenie. These are additional works are not included in the original scope of works under the contract, and the variation is approved by management.

APPROVED SCOPE OF WORKS FOR VARIATION

Item	Description of Scope of Works	Status
1.0	Columns	
1.1	Support column with welded 10mm steel plates, cut out corroded steel column flange and web and re weld 10mmTK at joining	100% complete
2.0	Steel Column Braces	
2.1	Remove old iron strip braces and re weld connect 30mm diameter iron rod column braces	100%
3.0	Clear Floor Space	
3.1	Remove existing T&G flooring, 800x800 to clear space for welding works	100%
3.2	Replace T&G flooring	100%

5.0 CONTRACT ISSUES:

Variation is required to rectify the issues stated in the scope and contract amount adjusted (+) variation approved amount.

6.0 SITE ISSUE:

7.0 REMEDY:

- Variation appro



Photos of restrengthening of steel columns

10.0 CONCLUSION:

- All tasks in the scope of works are fully complete and they (WINDWARD CONSTRUCTION) are qualify to be paid in full the approved variation.(see details attached)

11.0 RATINGS:

- Welding Works 100% complete

COMPILE BY:

ELWYN MAETIA

CA, Project Management Unit (PMU)

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

VARIATION PROGRESS REPORT

Date: 15th March 2023



Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING
AUTHORITY
P.O Box 2443
Honiara
Solomon Islands



✉ info@sol2023.com.sb

☎ +677 7308800

f Sol2023 XVII Pacific Games

CONTRACT NO: GTB-GFC09/22 – LOT 1

CONTRACT NAME:

Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1 Building 2 -St Joseph Tenaru Catholic Secondary School – Carpentry Works

CONTRACTOR NAME: **WINDWARD CONSTRUCTION**

COMMENCEMENT DATE: **25th December 2022**



1.0 INTRODUCTION:

In preparation for the sol2023 Pacific Games, Games Village is one of the important facilities for the games that will accommodate all athletes from different countries that will be competing in the upcoming event. As such, St. Joseph Tenaru Catholic Secondary School is part of the games Village for the upgrading exercise.

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on ^{12 March} 09th January 2023, which the effective date of this report. Thus, this report is purposely to provide an up to date progress of the extra works approved for VARIATION, and for the release the variation payment under the contract, as requested by the Contractor WINDWARD Construction.

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CONTRACT BALANCE	<u>\$55,967.10</u>

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This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractors 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\$ 559,671.13
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Payment No.3	35% payment shall be paid upon completion of final 50% of carpentry works for BUILDING 1- BOYS DORMITORY & CLASSROOM – upon verification by the Site Engineer and issuance of Certificate of Practical Completion	\$ 195,884.90	\$ 195,884.90
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TOTAL			\$ 559,671.13

4.0 THE REPORT:

Below are summary report of the variation completion to date as of the date of inspection;
The report covers all works completed as outlined in the variation scope as per requested by the site engineer, Freda Waki and costed by the PMU QS Queenie. These are additional works are not included in the original scope of works under the contract, and the variation is approved by management.

APPROVED SCOPE OF WORKS FOR VARIATION

Item	Description of Scope of Works	Status
1.0	Columns	
1.1	Support column with welded 10mm steel plates, cut out corroded steel column flange and web and re weld 10mmTK at joining	100% complete
2.0	Steel Column Braces	
2.1	Remove old iron strip braces and re weld connect 30mm diameter iron rod column braces	100%
3.0	Clear Floor Space	
3.1	Remove existing T&G flooring, 800x800 to clear space for welding works	100%
3.2	Replace T&G flooring	100%

5.0 CONTRACT ISSUES:

Variation is required to rectify the issues stated in the scope and contract amount adjusted (+) variation approved amount.

6.0 SITE ISSUE:

7.0 REMEDY:

- Variation appro



Photos of restrengthening of steel columns

10.0 CONCLUSION:

- All tasks in the scope of works are fully complete and they (WINDWARD CONSTRUCTION) are qualify to be paid in full the approved variation.(see details attached)

11.0 RATINGS:

- Welding Works 100% complete

COMPILE BY:

ELWYN MAETIA

CA, Project Management Unit (PMU)



NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

Our ref: PCM-01/11/23

01/11/ 2023

REQUEST FOR VARIATION

To: Dr Jimmie Rodgers

Chair NHA/SPM/Chair GTB

Date: 14/11/23

Thru: Christian Nieng
Executive Director/Chair-ITB
Secretariat/ NHA

Date: 30/11/23

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

Dear Chair-NHA/SPM

SUBJECT: REQUEST APPROVAL TO PAY WINDWARD CONSTRUCTION SUM OF \$16,293.20 AS VARIATION TO THE LABOUR-BASED CONTRACT FOR UPGRADE OF SCHOOLS FOR GAMES VILLAGES FOR PACIFIC GAMES 2023 – LOT 1 (GTB-GFC09/22)

I refer to the above, this request is made pursuant to the the contract between National Hosting Authority and Windward Construction (GTB-GFC09/22 Lot 1), *Special Conditions of Contract (referenced GCC Article 9.2)* which states that

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

Challenge, Celebrate, Unite.

We've verified the RFI for variations and had agreed that the additional required works (repair of corroded steel members for Building 2 at St. Josephs Tenaru) thus affected change in contract adjusted value. The variation request had been because of the following reasons.

1. *Additional Works required – to ensure safety for users for the Games Village Venue for the 2023 Pacific Games*

The summary cost is shown in table below:

Contract Name:	Labour-based Contract for Upgrade of Games Village for Pacific Games 2023
Contract Amount	\$559,671.13
Variation Claim	\$16,293.20
Contract Price Adjustment	\$628,784.33 (\$559,671.13 + 52,820.00 + \$16,293.20)

Attached are the following documents for your approval.

1. Request Variation Letter
2. Variation Order
3. Other

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

A) Procurement and Contract Administration Manual 2013.

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

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

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

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

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

Approval requested is in lieu of the following instructions.

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

- a. *Pursuant to the Decision of the NHA Board taken at its meeting on 23rd March 2023, authorizing the expenditure level that can be approved by the NHA Chair of up to \$8 million dollars per procurement/tender.*
- b. *The new threshold issued by the Minister of Finance in accordance with the Cabinet endorsed paper 2023.*

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

Thank you for your understanding.

Regards,



Peter Himane
Compliance Manager
Compliance Unit
National Hosting Authority



VARIATION ORDER FORM

CONTRACT SUMMARY INFORMATION					
Contract No:	GTB-GFC09/22 LOT 1	Variation Order No:	No.2		
Contract Name:	Labour-based Contract for Upgrade of Games Village for Pacific Games 2023				
Variation Order description:	Variation repair of corroded universal beam (structural members) for Top Floor of Building 2				
Requested by the Engineer / Employer on:		15/02/23			
REASON(S) FOR VARIATION:					
1.	Reason for Variation:	Additional Work	✓	Design Change	
		Specification Change		Provisional Item	
		Prime Cost Item		Omitted Work	
2.	How will this variation affect the contract period? :		Increase original cost of Contract only		
THE ABOVE WILL NECESSITATE THE FOLLOWING:					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Item 1	Variation for repair of corroded universal beam (structural members) for Top Floor of Building 2)	LS	1	\$16,293.20	\$16,293.20
	(The above rates exclude VAT)				
NEW RATES:					
The value of the variations is calculated according to prices as was quoted by the Supplier.					
ADDITIONAL EXPENDITURE:					
Estimated additional expenditure :		\$559,671.13			
CPA (Contract price Adjustment) :		\$628,784.33	(Original Cost + V01 + V02)		
			(\$559,671.13 + 52,820.00 + \$16,293.20)		
The above rates are valid at base date for the purposes of contract price adjustment.					
Summary of Variation Order and Claims is attached.					

For approval of this Variation Order Form, the parties' representatives signed hereby;			
Variation recommendation by: (to be requested by Project Manager and signed by Contractor)			
Name: Graham Lilo	Signed:	Name: Ferol Lasi	Signed:
Project Manager, PMU		Managing Director,	

	Date: <u>3</u> / <u>11</u> /2023	Windward Construction (Contractor)	Date: <u>2</u> / <u>11</u> /2023
Endorsement by: (this endorsement shall be submitted for final approval by Authorizing Officer or relevant Tender Boards)			
Name: Soleana Gagahe Contracts Manager Project Management Unit	Signed:  Date: <u>03</u> / <u>11</u> /2023	Name: Leeroy Bird Executive Director Project Management Unit	Signed:  Date: <u>03</u> / <u>11</u> /2023
BOARD REPRESENTATIVES' APPROVAL			
Endorsement by: (this endorsement shall be submitted for final approval by Authorizing Officer or relevant Tender Boards) - PCAM 2023 Section 6 – Contract Variations			
Name: Christian Nieng ED/ ITB Chair National Hosting Authority	Signed:  Date: <u>3</u> / <u>11</u> /2023	Name: Dr Jimmie Rodgers Chair – NHA/GTB/SPM OPMC National Hosting Authority	Signed: Date:/...../2023



VARIATION WORKS: WINDWARD CONSTRUCTION

**LOT 1 – ST JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL
CARPENTRY WORKS FOR BUILDING 2 – BOYS DORMITORY & CLASSROOM**

VARIATION REQUEST BY SITE ENGINEER (Freda Waki 15/02/2023)

- 8 of the main steel columns that support the wall frame of the top floor of Building 2 have corroded badly at the bottom, where steel plates were welded. Currently, most of these 8 columns are loosely hanging and no longer connected to the bottom steel plates. This issue is the same as Building 1 therefore same variation works to be conducted as per the structural evaluation made for Building 1.

Variation Works have been verified by PMU Officers Consisting of a Quantity Surveyor, ED PMU and Engineers. As it is a Structural Issue, a certified Engineer had to be engaged for proper Assessment (KENNETH BULEHITE: Report Attached)

Assessment of Dormitory in St Tenaru School

Kenneth Bulehite
Engineer [Civil/Water]

Introduction

This report is prepared for the purpose assessing a steel structure that has corroded and might likely to affect the strength of the building.

Assessment

The inspection was done on the Friday 20 January 2023. Two building were inspected due to some defect,

1. Dormitory with Steel Structure

Dormitory building had corroded steel structure around timber flooring

There are several steel structures that are affected. The current renovation is looking option to save the steel structure.

The column is UB 250 with flange and web thickness of 10 mm. It is quite difficult to ascertain the reason that causes the corrosion. However, it is only affected few columns. The column is supported with the Horizontal C channel steel bracing. However the Horizontal bracing is not affected by the corroding steel column.



2. Dormitory with Concrete Column and Timber Frame

The bearers were not properly supported. Causing it to almost buckled, the current renovation is proposing to support the bearers with steel structure. The span of the bearer is 5 m.

Conclusion & Recommendation

Steel Dormitory

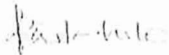
The steel structure dormitory is only affected at the suspended flooring level and affected the web and flange of the UB.

Recommendation: The column must be supported and the corroded steel plate web and flange be cut and welded with the same size plate

Concrete Dormitory

The concrete dormitory has been proposed to support with Steel frame of 50 mm x 75 mm column and 75 mm x 75 mm beam.

A lot had been done with the proposed. The proposed column will stand at span of 2 m from the concrete column and the span between the steel columns [75 mm x 50 mm] is 1 m. It is within the acceptable range.



Engineer
20 January 2023



SCOPE OF WORKS FOR VARIATION: WINDWARD CONSTRUCTION (As per Engineer Assessment Report)

Item	Description
1.00	Corroded Universal Beam (Column)
1.01	Support Column with welded 10mm Steel Plates, cut corroded steel plate web and flange (50mm above/below), and weld to install same size plate.
1.02	Remove and replace floor space of 800mm x 800mm around affected columns to allow space for welding.

VARIATION LABOUR WORKS ONLY

**WINDWARD CONSTRUCTION: LOT -ST JOSEPHS TENARU CATHOLIC NATIONAL SCHOOL
CARPENTRY WPKS FOR BUILDING 2 - BOYS DORMITORY & CLASSROOM**

VARIATION LABOUR WORKS ONLY

Item	Description	Qty	UOM	Rate	Total
1.00	Corroded Universal Beam (Column)				
1.01	Support Column with welded 10mm Steel Plates, cut corroded steel plate web and flange (50mm above/below), and weld to install same size plate.	4	Day	\$ 2,576.00	\$ 10,304.00
1.02	Remove and replace floor space of 800mm x 800mm around affected columns to allow space for welding.	1.5	Day	\$ 2,576.00	\$ 3,864.00
Total Labour Work for Variations					\$ 14,168.00
15% Profit Margin					\$ 2,125.20
					\$ 16,293.20
WHT 7.5%					\$ 1,221.99
					<u>\$15,071.21</u>

(Labour cost will be calculated as per the Contractors Rate that has been submitted for the GTB-GFC 09/22 GAMES VILLAGE)

SCHEDULE 1: SCHEDULE OF RATES FOR LABOUR AND MACHINARIES

Schedule of Day work (Labour)				
Tenderers are to insert a day work rate for all categories of Labour shown below. Should the Tenderer intend to use other recruitment, repatriation, transportation vehicles and time, overtime, subsistence, social benefits in accordance with the laws, the Tendered rates are deemed inclusive of the contractors' supervisory personnel as necessary to ensure in calculating payment due to the Contractor, the hours for all personnel will be reckoned from the time of arrival of the Labour. No additional payment will be made in respect of hour's worked outside the normal hours being worked by the Contractor.				
CATEGORY	<i>{Additional Required Details}</i>	Est. Qty. (Hours)	Rate/ Hour (SBD/Hr)	Amount (SBD)
Construction/ Site Manager	<i>Has over 5 years' experience; Good reference;</i>	8.0	60.00	480.00
Construction/ Site Supervisor	<i>Has over 5 years' experience; Good reference;</i>	8.0	40.00	320.00
Leadman/Leadworker	<i>Has over 2 years' experience; Good reference;</i>	8.0	30.00	240.00
Carpenter	<i>Has over 2 years' experience; Good reference;</i>	8.0	25.00	200.00
Painter	<i>Has over 2 years' experience; Good reference;</i>	8.0	25.00	200.00
Tiler	<i>Has over 2 years' experience; Good reference;</i>	8.0	25.00	200.00
Electrician	<i>Has over 2 years' experience; Good reference;</i>	8.0	25.00	200.00
Licensed Electrician	<i>Has over 2 years' experience; Good reference;</i>	8.0	50.00	400.00
Plumber	<i>Has over 2 years' experience; Good reference;</i>	8.0	30.00	240.00
Plant Operator	<i>Has over 2 years' experience; Good reference;</i>	8.0	25.00	200.00
Truck Driver	<i>Has over 2 years' experience; Good reference;</i>	8.0	20.00	160.00
Skilled/ Semi-Skilled Worker	<i>Has over 2 years' experience; Good reference;</i>	8.0	15.00	120.00
Casual Worker	<i>Has over 2 years' experience; Good reference;</i>	8.0	12.00	96.00
Sub-Total for LABOUR:				SBD3,056.00



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Ferol Lasi
Managing Director
WINDWARD Construction
P.O.BOX 76
Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – ST JOSEPH TENARU / CARPENTRY / A5 / Lot 1**

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.



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)



CONTRACT AGREEMENT

FOR

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

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**CARPENTRY WORKS FOR BUILDING 2- BOYS DORMITORY AND
CLASSROOM**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

Windward Construction

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this **16th December 2022**, between National Hosting Authority, representing the Solomon Islands Government (hereinafter "the Purchaser") represented by Dr Jimmie Rogers herein named as Chairman,

AND

Windward Construction (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by Ferol Lasi, herein the Managing Director of Windward 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) within a period of 10 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\$ 559,671.13**. 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 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 JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

Name of Building: BUILDING 2- BOYS DORMITORY AND CLASSROOM

11. From time to time during 10 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*

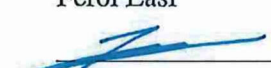
d. Other documents attached as additional Annexes to the Contract

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:	Ferol Lasi
Signature:		Signature:	
Designation:	Executive Director National Hosting Authority	Designation:	Managing Director Windward Construction
Date:	19/.../2022	Date:	16/.../2022

Witness signing by Project Management Unit/NHA

Signature 
Name: Eldon Tepa
Title: Executive Director
Date: 16/.../22

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 accidentally involved 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: Windward Construction P.O. Box 76 Honiara Solomon Islands Email: WD_Enterprise@outlook.com Mob: 7247452 c. THE LOCATION SITE IS: LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL; BUILDING 2- BOYS DORMITORY AND 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: Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	THE CONTRACT ADMINISTRATOR IS. Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. Note: <i>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.</i>
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 3 rd 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:

		Ferol Lasi Windward Construction P.O. Box 76 Honiara Solomon Islands Email: WDEnterprise@outlook.com Mob: 7247452
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 contractor's work schedule where it shall be revised to compromise with this schedule.

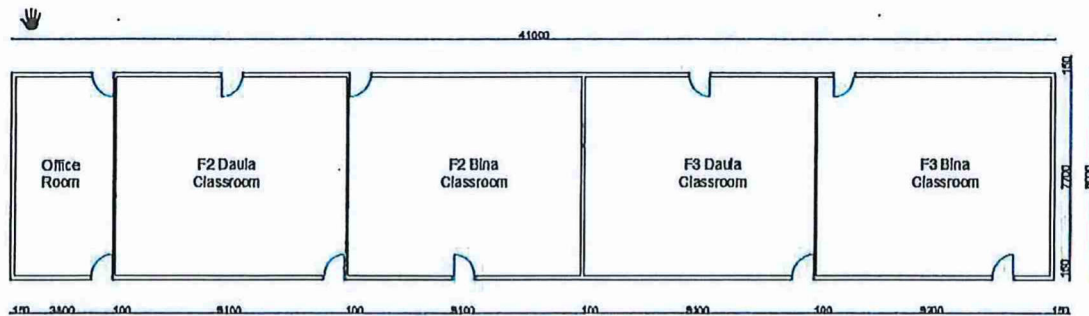
CONTRACT VALUE			SBD\$ 559,671.13
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	\$ 111,934.23	\$ 111,934.23
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 2- Ground Floor	\$ 195,884.90	\$ 195,884.90
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 2- Top Floor	\$ 195,884.90	\$ 195,884.90
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	\$55,967.11	\$55,967.11
TOTAL			\$ 559,671.13

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 2: SCOPE OF WORKS

Building 2 is a double story building consisting of classrooms on the ground floor and boys' dormitories on the top floor.

Ground Floor (Classrooms)



BUILDING 2 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 2.

The following are the scope of works for *building 2 ground floor* (classrooms).

1. Carpentry Works

i. Windows

- Remove all existing window battens.
- Remove all existing window mesh.
- Remove all existing nylon nets/screen.
- Remove all existing louvre frames and louvre glasses.
- Remove all existing window frames and reconstruct them according to the number of window bays specified in the attached drawing; where each bay will be constructed to fit louvres of the size 915mm x 152mm x 5mm.
- Install new louvre frames and louvre glasses to all classroom windows.
- Install new window battens to all classroom windows.

ii. Walls

- Remove existing internal walls that are damaged and replace with the specified materials.
- Remove any damaged existing external wall sheet and replace with new ones of the same specs.
- Remove all existing internal partition walls and reconstruct new timber partition frames.

iii. Doors

- Remove all existing door frames and door leafs to all classrooms and install new ones.
- Install new locks and dead-bolts to all newly installed doors to classrooms.

iv. Ceiling

- Remove all existing ceiling sheets to all classrooms and replace with the specified material.
- Reconstruct any damaged ceiling frames before installing new ceiling sheets.

2. Painting Works

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames to classrooms and all window battens with the specified paint colour (1 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new classroom door frames and door leaves with the specified paint colour (1 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint both internal and external walls for all classrooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).

v. Blackboards

- Prepare all existing blackboard surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all existing blackboard surfaces for all classrooms with the specified paint colour (1 coat).

3. Cleaning Works

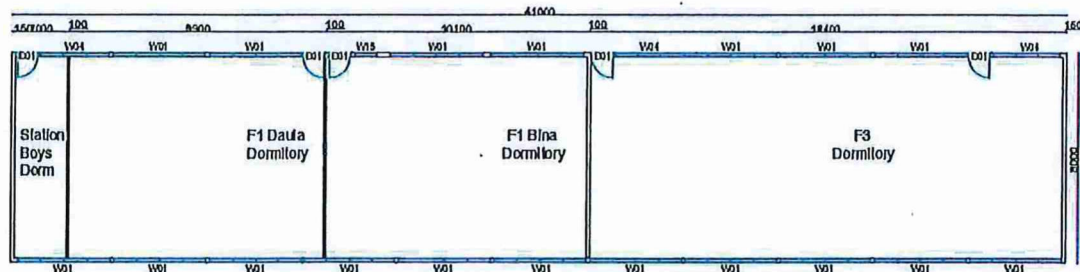
i. Floor

- Wash, scrub & clean all classroom floors with water and specified cleaning detergents.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and along walk-way of all dormitory rooms before handing over to NHA.

Top Floor (Boys' Dormitories)



BUILDING 2 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 2.

The following are the scope of works for *building 2 top floor* (Boys' Dormitories).

1. Carpentry Works

i. Windows

- Remove all existing window battens
- Remove all existing window mesh
- Remove all existing nylon nets/screens
- Remove all existing louvre frames and louvre glasses
- Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.
- Install new louvre frames and louvre glasses to all dormitory room windows.
- Install new window battens to all classroom windows.

ii. Walls

- Remove all existing internal walls that are damaged and replace with the specified materials.
- Remove any existing external wall sheets that are damaged and replace with new ones of the same specs.
- Remove all internal partition walls and reconstruct new timber partition frames.

iii. Doors

- Remove all existing door frames and door leafs to all dormitory rooms and install new ones of the specifications provided in this document.

iv. Ceiling

- Remove all existing ceiling sheets to all dormitory rooms and replace with the specified material.
- Remove all existing damaged ceiling sheets to walk-way canopy along all dormitory rooms and replace with the specified material.
- Reconstruct any ceiling frame that is damaged before installation of new ceiling sheets.

2. *Painting Works*

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames to dormitory rooms and all window battens with the specified paint colour (2 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new dormitory room door frames and door leafs with the specified paint colour (2 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all dormitory rooms with the specified paint colour (2 coats).

v. Exposed Steel Roof Truss

- Prepare all existing steel roof truss surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all existing exposed roof truss surfaces for all dormitory rooms with the anti-rust paint (1 coat).

vi. Staircase Railing

- Prepare all staircase surfaces and railing surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all staircase surfaces and railing surfaces for with the specified paint colour & anti-rust.

3. **Steel/Fabrication Works**

i. Scaffolds/Props

- Prepare scaffolds/timber props to support top floor walkway/decking before all damaged posts are removed.

ii. Staircase

- Remove existing steel staircases and construct new ones according to the specifications and drawing.

iii. Decking Posts

- Remove all damaged decking posts and replace with 100mm diameter x 3.6mm thickness circular hollow sections at 3m lengths where both ends are welded onto 100mm x 100mm x6mm caps.

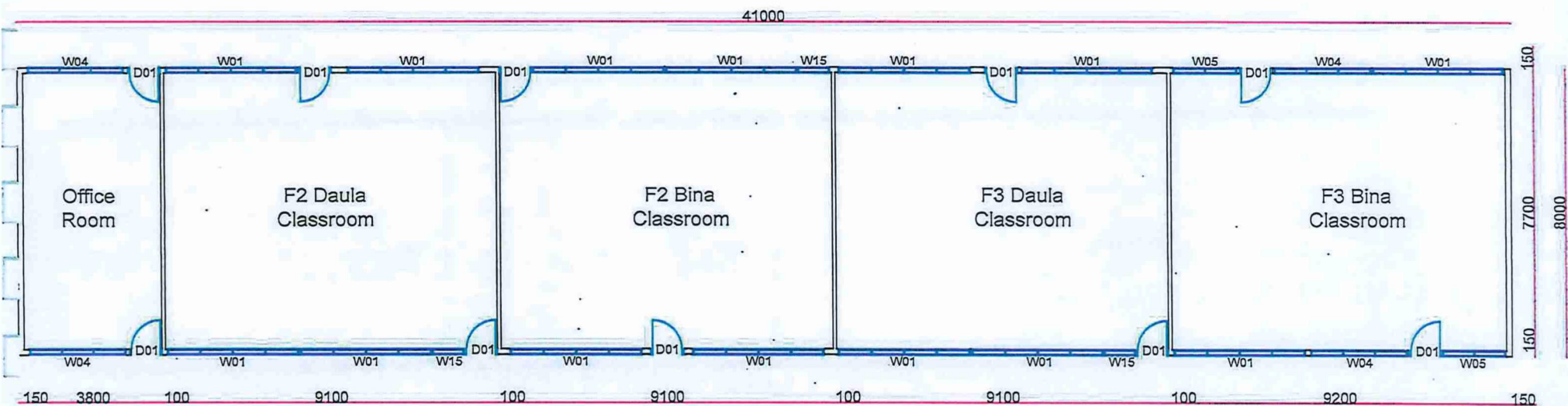
4. **Cleaning Works**

i. Floor

- Wash, scrub & clean all classroom floors with water and specified cleaning detergents.

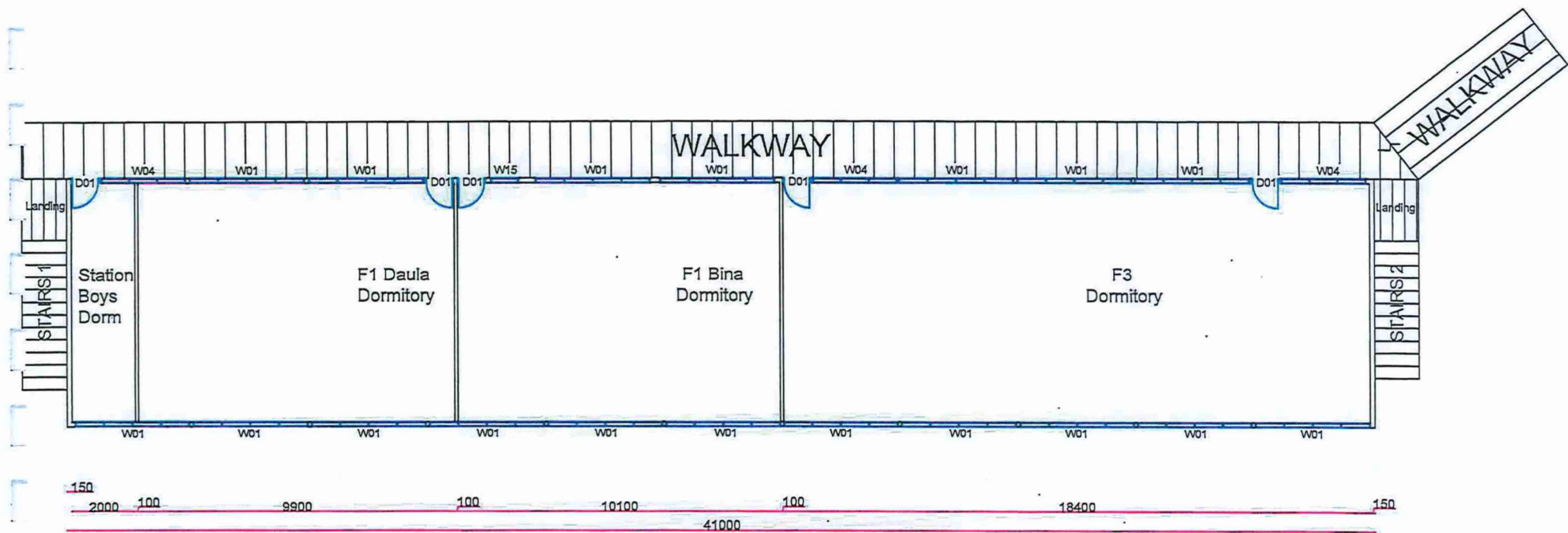
ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and along walk-way of all dormitory rooms before handing over to NHA.



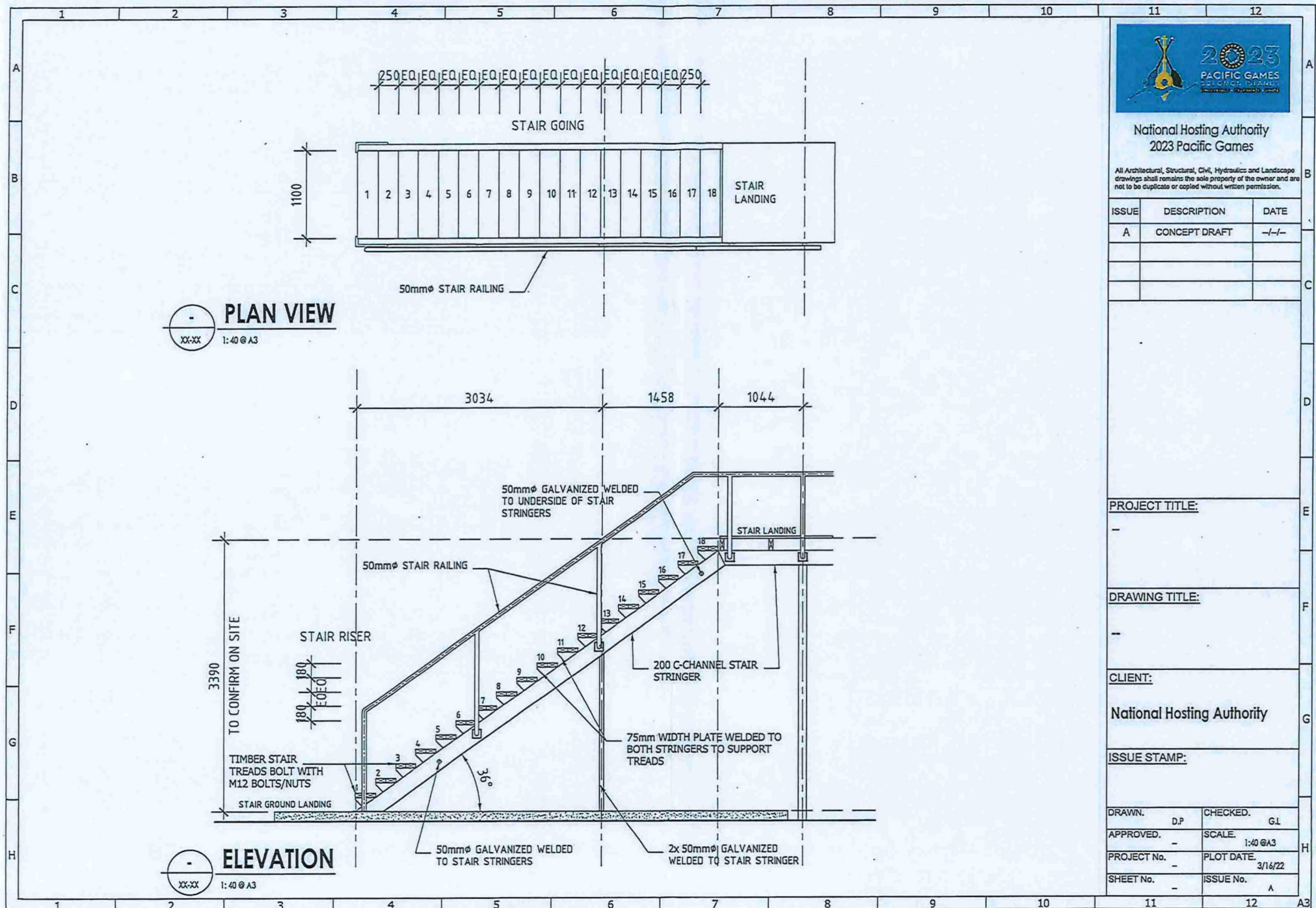
BUILDING 2 GROUND FLOOR PLAN
@ 1:150

NORTH 	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:150	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. ILLIO	1



BUILDING 2 TOP FLOOR PLAN
@ SCALE 1:170

NORTH 	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:170	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. LILO	1



National Hosting Authority
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remain 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:

DRAWING TITLE:

CLIENT:

National Hosting Authority

ISSUE STAMP:

DRAWN.	D.P.	CHECKED.	G.L.
APPROVED.	---	SCALE.	1:40 @ A3
PROJECT No.	---	PLOT DATE.	3/16/22
SHEET No.	---	ISSUE No.	A

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.



WINDWARD CONSTRUCTION

NO.	NAME	GENDER
1	Edrick Konate'e Maeniuta	M
2	Lawson Lukisi	M
3	Helen Nagu Waki	M
4	Jerry Mark Sese	M
5	Lency Lysias	M
6	Micly Seko Young	M
7	Derol Lasi	M
8	Errol Pelu	M
9	Jarred Pelu	M
10	Fredrick Gavira	M
11	Eton Enriko	M
12	Lasi Watts	M
13	Darren Asha	M
14	Elrick James Angisia	M
15	Haward Neri	M
16	Mecreed Ghala	M
17	John Jack	M
18	Neyson Suha Sale	M
19	Calzon Kekerao Hurua	M
20	Junior Oli	M
21	Samson Avenea Absolom	M
22	Derrick Mudu Kalea	M
23	Joel Patrick	M
24	Charles Masi	M
25	Cain Livu	M

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

Certificate of Insurance

** DUPLICATE ** CUSTOMER COPY - RETAIN FOR YOUR RECORDS

Page 1

Windward Construction C/- Lengakiki Honiara SI01 Customer Reference: 52426213/XWC001	Company Premium \$1,800.90 Stamp Duty <u>\$50.00</u> Total Premium \$1,850.90
--	--

The policy details below show what is covered. Any clauses or warranties forming part of this certificate attach in priority to those on the standard policy. The cover is effective from 26/05/2022 to 26/05/2023.

POLICY DETAILS - XWC001

INSURED: WINDWARD CONSTRUCTION

The following items are subject to our current SOLOMON ISLANDS WORKERS COMPENSATION ACT and our WORKERS COMPENSATION POLICY terms and conditions:

Situation: ANYWHERE IN HONIARA
SOLOMON ISLANDS

WORKERS COMPENSATION COMMON LAW - \$150,000 - WORKERS COMPENSATION.

Standard Clauses and Warranties

NUCLEAR EXCLUSION

This Policy does not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusion 4 above does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of

Certificate of Insurance

**** DUPLICATE **** **CUSTOMER COPY - RETAIN FOR YOUR RECORDS**
Windward Construction

Page 2

operations by the insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.



This certificate printed on 16/12/2022
is signed on behalf of the company by
Melina G Pitamama
Customer Services Officer

Your reference no is:
52426213/XWC001

ANNEX III: POLICE CLEARANCE CERTIFICATES



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

Copy of signed Contract

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: [Signature]

Name and Position: HAZEL HCCA-ELECTRICIAN

Date: 20/12/23

Procurement section Compliance performed by:

Signed: [Signature]

Name and Position: Tuman Bid CPO

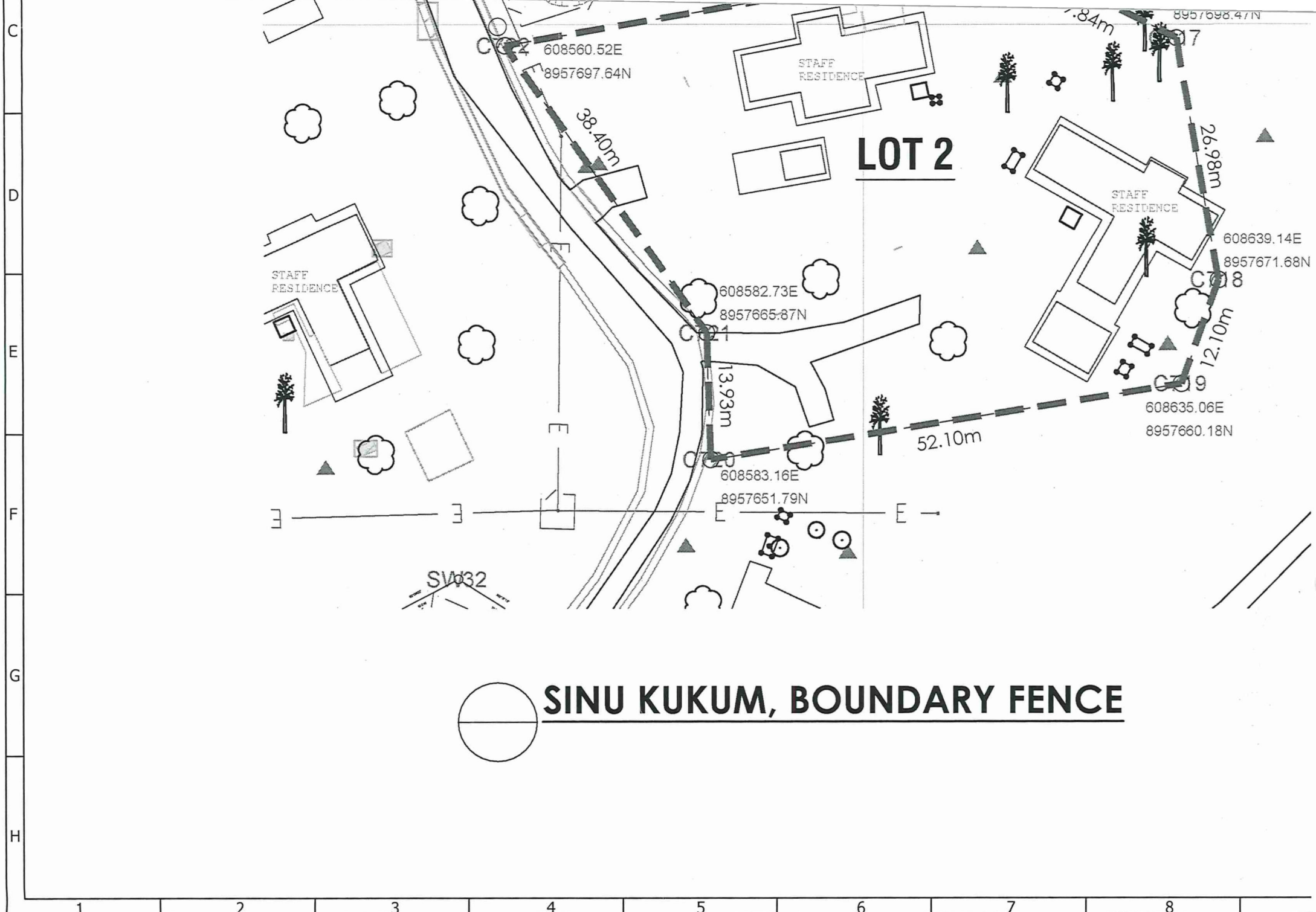
Date: 20/12/23

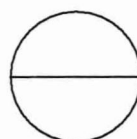
Finance Department Compliance performed by:

Signed: [Signature]

Name and Position: Gregory Sale (FO)

Date: 20/12/2023



 **SINU KUKUM, BOUNDARY FENCE**

4th Payment - Retention



2023 PACIFIC GAMES OFFICE

Approval/Signature Required

Supplier Name:

WINDWARD CONST - 10% Retention Payment for
CIB-GR09/22

1) Minute

☒

Sign by ED

2) Requisition

☒

Compliance Officer

Sign by ED

3) Payment Voucher

☒

Sign by FC

Sign by ED

4) LPO

☐

Sign by FC

Sign by ED

5) IB Authorisations

☐

Sign by FC

Sign by ED

Comments:

CAD 314 Bsp





HONIARA

Bank of South Pacific Limited



04/01/24

Pay

Windward Construction

or bearer

the sum of

Fifty One Thousand Seven \$ 51,769-58

Hundred Sixty Nine Dollars 58/100

SPORTS SOLOMON FUND

Payable in the
Solomon Islands only.

000314

2001614631

Ferral Lasi

5/1/24



NHA-DFAT PAYMENT VOUCHER

Cheque No: **000314**

Payment to: **WINDWARD CONSTRUCTION**

Address: **SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA**

Voucher No: **PMU-1311/23**

Date: **04-Jan-24**

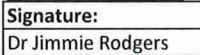
Approval by:  **4/1/24**
Executive Director Date:

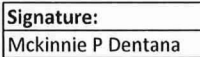
Approval by:  **4/1/24**
Financial Controller Date:

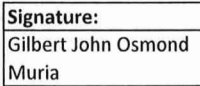
Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	LABOUR WORK	Payment Retention 10% Claim for Completion of any Defects and Repairs after 3 Months	
6-2300-7	TENARU SCHOOL	DLP Carpentry Work Tenaru School Building 2 Boys Dormitory	51,769.58
		Total:-	51,769.58

Amount in Word: **Fifty One thousand, Seven Hundred and sixty nine Dollars Fifty Eight 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-1311/23**

Please indicate the type of payment:

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

Received By
Name & Signature

Prepared By
Finance Officer - Name & Signature



PAYMENT SCHEDULE

WIND WARD CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - ST JOSEPH TENARU / CARPENTRY / A5 / LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			559,671.13				
21/12/2022	No.1	20%	111,934.23		8,395.07	103,539.16	Paid
	No.2	35%	195,884.90		14,691.37	181,193.53	Paid
3/04/2023	No.3	35%	195,884.90		14,691.37	181,193.53	Paid
4/01/2024	No.4 - RETENTION	10%	55,967.11	/	4,197.53	51,769.58	Payment In Progress
22/09/2023	VARIATION No.1		52,890.00		3,966.75	48,923.25	Paid
20/12/2023	VARIATION No.2		16,293.00		1,221.98	15,071.03	Paid
TOTAL			612,561.13	-	45,942.08	566,619.05	



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1311/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Retention Payment (10%) for completion of all rectifications of defects & repair - Carpentry Works for St. Josephs Tenare, B2 - Boys Dorm & Classroom - Lot 1, GTB-GFC09/22	Windward Construction	Inv# 07	\$ 55,967.11 ↓
			TOTALS \$ 55,967.11		
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$55,967.11</u>			Account Name: <u>Other local, Other Cost</u>		
Requisition Officer (Name): <u>SOLEMANA G</u>			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEEROY BIRD</u>			SBD\$ <u>55,967.11</u>		
Post: <u>EXECUTIVE DIRECTOR, PMU</u>			Signed: <u>[Signature]</u>		
Department: <u>PMU</u>			Name: <u>[Signature]</u>		
Threshold Checklist			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Payment requires one quote (10,000 below)			Compliance Check by: <u>[Signature]</u> Signature		
Payment requires three quotes (\$10,000.00 above)			Name: <u>Tumamb</u> Date: <u>28/12/23</u>		
Is it a ITB Contract Payment			Position: <u>CPO</u>		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER:

PMU-1311/23

DEPARTMENT:

PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Retention Payment (10%) for completion of all rectifications of defects & repair - Carpentry Works for St Josephs Tenare, B2 - Boys Dorm & Classroom - Lot 1 GTB - GFC 09/22	Windward Construction	INV# 07	\$ 55,967.11
			TOTALS \$ 55,967.11		
Approval is requested to incur expenditure on the above			Account Code: 6-2117		
Estimated Cost (SBD): \$55,967.11			Account Name: Other local, other cost		
Requisition Officer (Name): SOLEANA G			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): LEEROY BIRD			SBD\$ 55,967.11		
Post: EXECUTIVE DIRECTOR, PMU			Signed: [Signature]		
Department: PMU			Name: [Signature]		
			Note: Authority for expenditure must be given by accounting officer or his/her deligated		
Threshold Checklist			Compliance Check by: [Signature]		
Payment requires one quote (10,000 below)			Signature		
Payment requires three quotes (\$10,000.00 above)			Name: TUMAM.B		
Is it a ITB Contract Payment			Date: 28/12/23		
Is it a GTB Contract Payment			Position: C-PO		
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
Thru: Leeroy Bird, Executive Director, PMU
From: Graham Lilo, PMU
NHA Ref: GKL -201223
Date: Wednesday 20th December 2023

My 22/12/23
Amal 22/12/23

SUBJECT: Request Approval of Retention Payment (10%) Claim No. 4 for completion of any defects and repair after three months DLP – Carpentry Works for St Joseph's Tenaru, Building 2 - Boys dormitory & Classrooms 2 lot 1 to Windward Construction

Dear ED,

As per Part IV "Payment Schedule" of the Contract between NHA and Windward Construction, 10% retention payment shall be made upon completion of any defects and repair after three months of defect liability period (DLP) lapse.

After final site inspection carried out on the 12/09/2023, final defects for plumbing works has been done, and thus now eligible to claim for retention payment No. 4 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	Payment 4	10%	\$55,967 - 11

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
Graham Lilo
Project Manager, PMU



C/-P.O. Box 2443

Honiara
Solomon Islands



Phone:

677 7308800

Facebook page:

Sol2023 XVII Pacific
Games



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

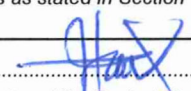
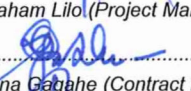
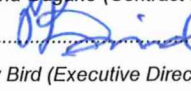
PROGRESS PAYMENT CERTIFICATE NO: PC-04

Payment Schedule Name:	Payment 4 - Retention (10%)		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 1 - Carpentry Works for Building 2 - Boys Dormitory & Classroom		
Contractor:	Windward Construction		
Project Manager	Graham Lilo	Certificate:	PC-04
Contract Administrator:	Elwyn Maetia	Date Invoice Received:	05-Nov-23
		Date Issued for payment:	21-Dec-23
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 559,671.13		
1	Payment 1 (20%)	\$ 111,934.23	\$ 111,934.23	Paid
2	Payment 2 - (35%)	\$ 195,884.90	\$ 195,884.90	Paid
3	Payment 3 - (35%)	\$ 195,884.90	\$ 195,884.90	Paid
4	Variation Payment No. 1	\$ 52,890.00	\$ 52,890.00	Paid
5	Variation Payment No. 2	\$ 16,293.20	\$ 16,293.20	Paid
6	Payment 4 - 10% retention	\$ 55,967.11		This Claim
7				
8				
9	Progress Claim to date	\$ 628,854.33		
10	Original Contract Value	\$ 559,671.13		
11	Total Adjusted Contract Value	\$ 628,854.33		
12	Balance of Contract Payment	\$ -		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 55,967.11	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 55,967.11	

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:		22/12/23
	Graham Lilo (Project Manager)	Date
Complianced and approved by:		22/12/23
	Soleana Gagahe (Contract Manager)	Date
Claim is hereby approved for payment by:		22/12/23
	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.		



Lower Lengakiki
P.O. Box 76
Honiara, Solomon Islands
Ph: (677) 7247452

5th November 2023

INVOICE

Bill to:
National Hosting Authority
Project Management Unit

Invoice #: 07

Solomon Islands Government
PO Box 2443, Honiara

Invoice Date: 5th November 2023
Due Date: 3rd November 2023

Item		Unit price	Quantity	Amount (\$)
1	Retention (10%) in lieu of contract GTB- GFC09/22 valued at \$559,967.11		1	55,997.1 \$55,967.11

Sub-Total 55,997.1
Total Due 55,997.1

Payment Instructions:

Make all cheques payable to Windward Construction
BRED Bank Account#: 020078411123011

Windward Construction P. O. Box 76, Honiara, Solomon Islands



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defect List

Project Name:	Labour Based Contract for the Upgrade of Games Village for the Pacific Games 2023	Actual date of DLP Lapses:	(3 Months)
Project Manager:	Graham Lilo	Project Site:	ST JOSEPH TENARU
Project Site Engineer	Chris Mana	Contractor:	WINDWARD Construction

Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	Piled off Irish Mosh exterior paint	One coat Irish mosh paint	
2	Defected entrance lock	Install new Entrance lock	
3	Stained door paint	One coat slice of canteptope	

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:

Counter Signed by the Contracts Manager..... Date: 12/09/23



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defects Liability Rectification Notice

Issued to: Windward Construction

Defect Liability Notice: 3 Months

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 1, ST JOSEPH TENARU BUILDING 2 – Boys Dormitory & Classrooms - 2

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



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defect Assessment Report.

P OJECT DETAILS:	
PROJECT NAME:	Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023
CONTRACT #:	GTB – GFC 09/22
CONTRACTOR:	WINDWARD Construction
WORK TYPE:	CARPENTRY
PROJECT SITE:	ST JOSEPH TENARUBUILDING 5 - F6 Science & Arts Classrooms
LOT #:	Lot 1
BUILDING NAME:	BUILDING 2 Boys Dormitory
DEFECTS PERIOD:	3 Months (22 th March to 22 th Junr 2023)
DEFECTS INSPECTION REPORT DATE:	12 th September 2023
REPORT PREPARED BY	Chris Mana



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Inspection Summary

1. Contractor:

- 1.1 WINDWARD Construction have notified the NHA – PMU of the completion of three (3) months' defects liability period (DFLP) on the <11th September 2023>

2. Client - NHA PMU

- 2.1 NHA –PMU conducted site inspection on the < 12th September 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 BUILDING 2 Boys Dormitory– 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 <1st September 2023> and completed the defects work on the <2nd September>. After final inspection, the Project Manager can confirm that the defects work has been properly completed and satisfactorily rectified by the contractor.

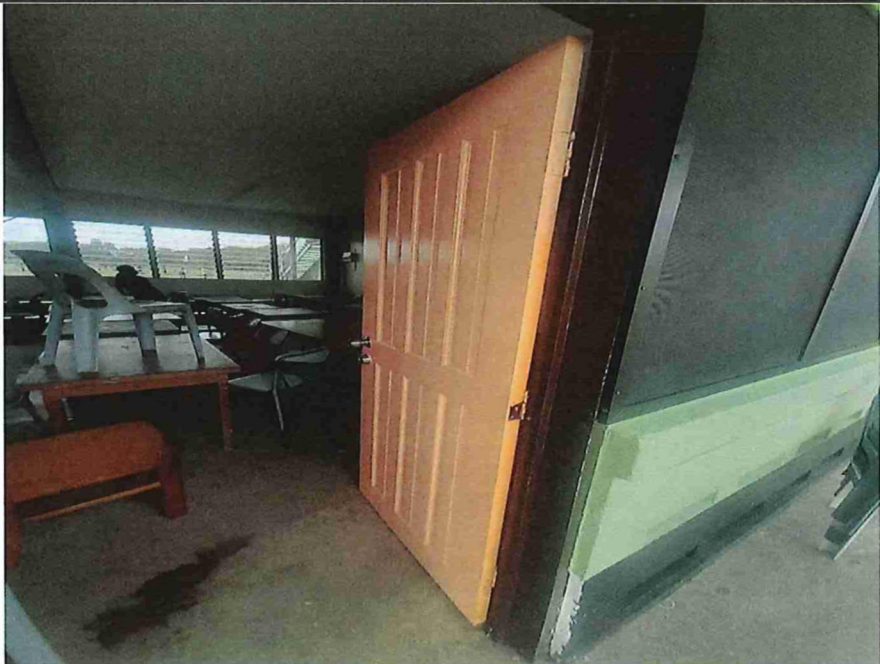
Refer to attached summary defects rectified work details.



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

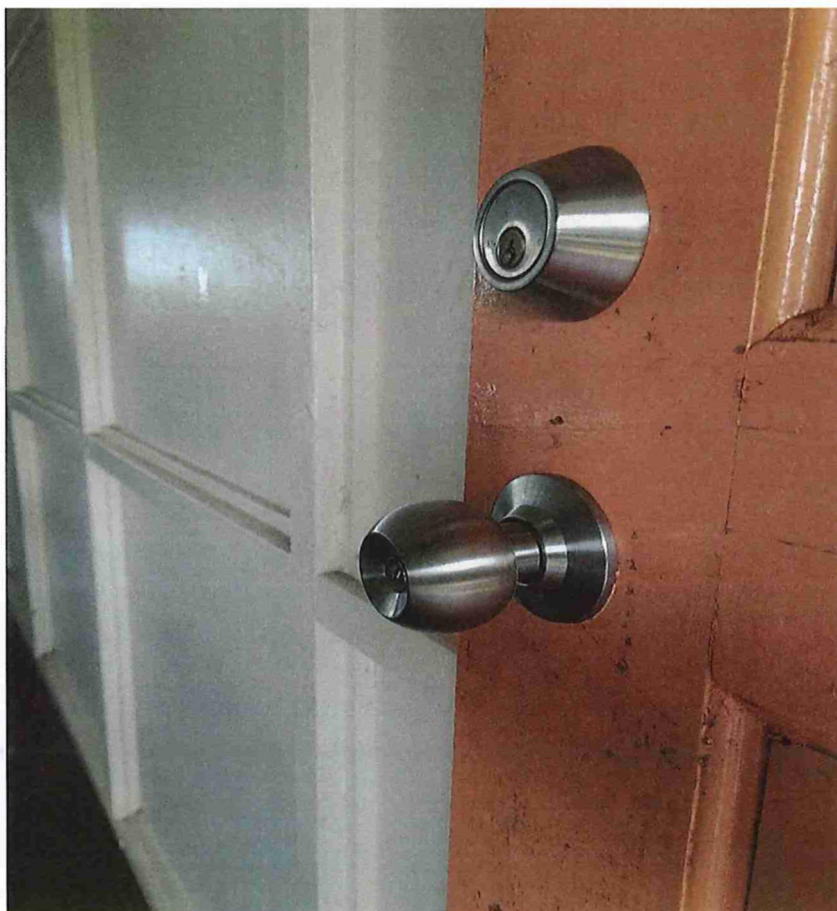
Activity	Photos	Status
Irish Mosh Exterior paint one coat finish	 A photograph showing the exterior of a building. A long, low wall painted in a light green color runs along a gravel path. To the left of the path is a landscaped area with orange flowers. In the background, there are other buildings and a large white tank. The sky is overcast.	Completed.
Slice of Cantelope orange one coat door finish	 A photograph showing the interior of a room. A wooden door is open, revealing a room with a table and chairs. The door is painted a light brown color. The room has large windows and a concrete floor.	Completed



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

New
entrance
lock
installed



completed



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

DEFECTS COMPLETION REPORT CERTIFICATE

To: Ferol Lasi WINDWARD Construction (The Contractor)	To: Leeroy Bird Executive Director National Hosting Authority, Project Management Unit. PMU (The Employer)
Contact person: Ferol Lasi	Contact person: Graham Lilo
Address: P.O.BOX 76 Honiara, SI	Address: Sea King Building P.O. Box 2443, Honiara, SI
Telephone:	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:	22	March	2023
The defect lapse date:	22	June	2023
The end of the last defects correction period is:	22	September	2023
This Defects Certificate Date is: (at the later of the defects date or the end of the last defects correction period)	20	December	2023



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

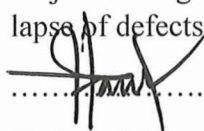
Certificate Of Final Completion

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	PROJECT SCH REF:	01 TEN
NHA PROJECT REF:	03 GV	LOT NO:	Lot 1
CONTRACT NO:	GTB 09/22	BUILDING NO:	Building 2
CONTRACTOR:	WINDWARD Construction	CERTIFICATE NO:	Ten-B2
WORK TYPE:	CARPENTRY	DPL (Defect Liability Period)	3months
PROJECT SITE:	ST JOSEPH TENARU	DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE	22 nd March 2023
BUILDING NAME:	BUILDING 2 - F6 Science & Arts Classrooms <i>Boys Dorm & Classroom</i>	DEFECT PERIOD LAPSE DATE:	3 months

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 < insert date>.

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.


.....

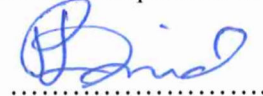
Graham Lilo

Project Manager


.....

Peter Himane

Contracts Manager


.....

Leeroy Bird

Executive Director

Contractor hereby accepts construction project as finally complete:


.....

Managing Director

WINDWARD Construction (Contractor)

.....

Project Manager

WINDWARD Construction(Contractor)

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



ADDENDUM NO. 2

**ADDENDUM TO THE GENERAL CONDITIONS
CLAUSE OF THE CONTRACT
FOR
UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023**

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**PLUMBING WORKS FOR BUILDING 2 – BOYS DORMITORY AND
CLASSROOM**

*corrected by
[signature]*

Between

**NATIONAL HOSTING AUTHORITY
(Solomon Islands Government)**

And

**WINDWARD CONSTRUCTION
GTB-GFC09/22 (LOT 1)**

Issued December 2023

ADDENDUM TO THE CONTRACT

THIS ADDENDUM TO THE CONTRACT ("Contract") is entered into between **NATIONAL HOSTING AUTHORITY, (NHA)** ("**the Purchaser**") having its principal place of business at OLD SEA KING BUILDING, POINT CRUZ, HONIARA, and **Windward Construction** ("**the Contractor**").

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 1 St Joseph's Tenaru School Carpentry Works for Building 2 – Boys Dormitory and Classroom**, had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred amended shall form part of the final Contract.

All expressions and terms defined or used in the original Contract Agreement shall have the same meaning in this Addendum unless the context clearly requires otherwise.

1.0: AMENDMENT OF THE CONTRACT AGREEMENT CLAUSE IS AGREED AS FOLLOWS:

1. AMENDMENT 1: - SECTION I: GENERAL CONDITIONS OF CONTRACT- ARTICLE 18-CLAUSE 18.1

Article of the General Conditions herein referred in Miscellaneous "Article 18-Clause 18.1 is hereby rephrased as follows.

"18.1 The Employer (herein National Hosting Authority) will provide the Contractor with clear, adequate "as build" drawings of the Works during implementation with full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works."

Referenced and amended sentences and paragraphs:

- a. The "*Contractor*" is hereby replaced with "*Employer*" thereof.
- b. The "*Employer*" is replaced with "*Contractor*" thereof.
- c. The phrase in the paragraph of clause referred to as, "*The Contractor will provide the Employer with clear, adequate "as build" drawings of the Works as finally implemented and full documentation*" is hereby rephrased to read as "*The Employer (herein National Hosting Authority) will provide the Contractor with clear, adequate "as build" drawings of the Works during implementation with full documentation,*

2.0: PARTIES RIGHT TO AMEND CONTRACT.

The following articles and clauses provide the legal right to the parties of the contract to amend the clause mentioned in 18.1.

Reference I: Article 2 Application

- *2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.*
- *2.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.*

Reference II: Article 26 Final provisions

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

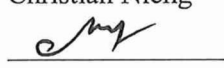
26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

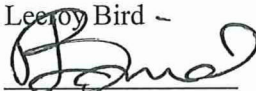
Both parties agreed herein for the amended clauses and parts of the original contract fully supersede the original and agreed clause and Article referenced.

This amendment shall form part of the contract and can be read or interpreted part of the original Contract. Any further amendment shall not be considered unless otherwise agreed by both Parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For the Purchaser- National Hosting Authority		For the Contractor	
Name:	Christian Nieng	Name:	Ferol Lasi
Signature:		Signature:	
Designation:	Executive Director National Hosting Authority	Designation:	Managing Director Windward Construction
Date:	7.../.../2023	Date:	07.../.../2023

As witnessed by Project Management Unit (GFC) Representative:

Name: Leeroy Bird -
Signature: 
Designation: Executive Director, PMU
Date: 7.../.../2023



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Ferol Lasi
Managing Director
WINDWARD Construction
P.O.BOX 76
Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – ST JOSEPH TENARU / CARPENTRY / A5 / Lot 1**

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.



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)



CONTRACT AGREEMENT

FOR

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

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**CARPENTRY WORKS FOR BUILDING 2- BOYS DORMITORY AND
CLASSROOM**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

Windward Construction

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this **16th December 2022**, between National Hosting Authority, representing the Solomon Islands Government (hereinafter "the Purchaser") represented by Dr Jimmie Rogers herein named as Chairman,

AND

Windward Construction (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by Ferol Lasi, herein the Managing Director of Windward 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) within a period of 10 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\$ 559,671.13**. 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 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 JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

Name of Building: BUILDING 2- BOYS DORMITORY AND CLASSROOM

11. From time to time during 10 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:	Ferol Lasi
Signature:		Signature:	
Designation:	Executive Director National Hosting Authority	Designation:	Managing Director Windward Construction
Date:	19/12/2022	Date:	16/12/2022

Witness signing by Project Management Unit/NHA

Signature	
Name:	Eldon Teba
Title:	Executive Director
Date:	16/12/22

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 accidentally involved 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: Windward Construction P.O. Box 76 Honiara Solomon Islands Email: WD_Enterprise@outlook.com Mob: 7247452 c. THE LOCATION SITE IS: LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL; BUILDING 2- BOYS DORMITORY AND 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: Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	THE CONTRACT ADMINISTRATOR IS. Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. Note: <i>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.</i>
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 3 rd 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:

		Ferol Lasi Windward Construction P.O. Box 76 Honiara Solomon Islands Email: WD_Enterprise@outlook.com Mob: 7247452
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.
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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 Contractors 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.

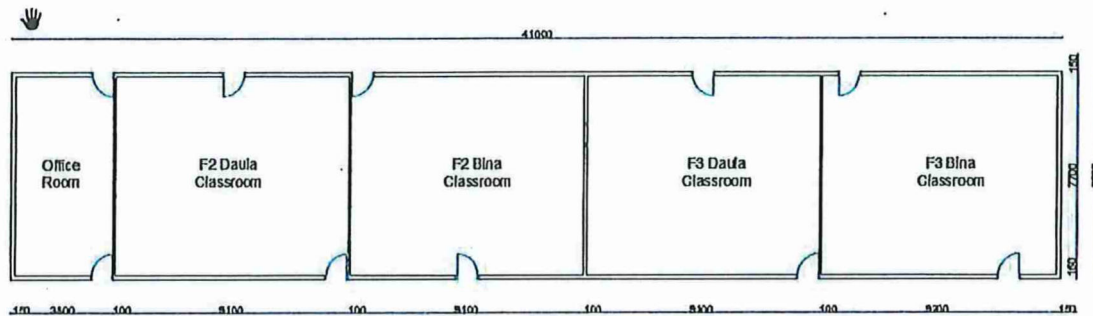
CONTRACT VALUE			SBD\$ 559,671.13
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	\$ 111,934.23	\$ 111,934.23
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 2- Ground Floor	\$ 195,884.90	\$ 195,884.90
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 2- Top Floor	\$ 195,884.90	\$ 195,884.90
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	\$55,967.11	\$55,967.11
TOTAL			\$ 559,671.13

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 2: SCOPE OF WORKS

Building 2 is a double story building consisting of classrooms on the ground floor and boys' dormitories on the top floor.

Ground Floor (Classrooms)



BUILDING 2 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 2.

The following are the scope of works for *building 2 ground floor* (classrooms).

1. Carpentry Works

i. Windows

- Remove all existing window battens.
- Remove all existing window mesh.
- Remove all existing nylon nets/screen.
- Remove all existing louvre frames and louvre glasses.
- Remove all existing window frames and reconstruct them according to the number of window bays specified in the attached drawing; where each bay will be constructed to fit louvres of the size *915mm x 152mm x 5mm*.
- Install new louvre frames and louvre glasses to all classroom windows.
- Install new window battens to all classroom windows.

ii. Walls

- Remove existing internal walls that are damaged and replace with the specified materials.
- Remove any damaged existing external wall sheet and replace with new ones of the same specs.
- Remove all existing internal partition walls and reconstruct new timber partition frames.

iii. Doors

- Remove all existing door frames and door leafs to all classrooms and install new ones.
- Install new locks and dead-bolts to all newly installed doors to classrooms.

iv. Ceiling

- Remove all existing ceiling sheets to all classrooms and replace with the specified material.
- Reconstruct any damaged ceiling frames before installing new ceiling sheets.

2. Painting Works

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames to classrooms and all window battens with the specified paint colour (1 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new classroom door frames and door leafs with the specified paint colour (1 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint both internal and external walls for all classrooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).

v. Blackboards

- Prepare all existing blackboard surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all existing blackboard surfaces for all classrooms with the specified paint colour (1 coat).

3. Cleaning Works

i. Floor

- Wash, scrub & clean all classroom floors with water and specified cleaning detergents.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and along walk-way of all dormitory rooms before handing over to NHA.

Top Floor (Boys' Dormitories)



BUILDING 2 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 2.

The following are the scope of works for *building 2 top floor* (Boys' Dormitories).

1. Carpentry Works

i. Windows

- Remove all existing window battens
- Remove all existing window mesh
- Remove all existing nylon nets/screens
- Remove all existing louvre frames and louvre glasses
- Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.
- Install new louvre frames and louvre glasses to all dormitory room windows.
- Install new window battens to all classroom windows.

ii. Walls

- Remove all existing internal walls that are damaged and replace with the specified materials.
- Remove any existing external wall sheets that are damaged and replace with new ones of the same specs.
- Remove all internal partition walls and reconstruct new timber partition frames.

iii. Doors

- Remove all existing door frames and door leaves to all dormitory rooms and install new ones of the specifications provided in this document.

iv. Ceiling

- Remove all existing ceiling sheets to all dormitory rooms and replace with the specified material.
- Remove all existing damaged ceiling sheets to walk-way canopy along all dormitory rooms and replace with the specified material.
- Reconstruct any ceiling frame that is damaged before installation of new ceiling sheets.

2. *Painting Works*

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames to dormitory rooms and all window battens with the specified paint colour (2 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new dormitory room door frames and door leafs with the specified paint colour (2 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all dormitory rooms with the specified paint colour (2 coats).

v. Exposed Steel Roof Truss

- Prepare all existing steel roof truss surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all existing exposed roof truss surfaces for all dormitory rooms with the anti-rust paint (1 coat).

vi. Staircase Railing

- Prepare all staircase surfaces and railing surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all staircase surfaces and railing surfaces for with the specified paint colour & anti-rust.

3. **Steel/Fabrication Works**

i. Scaffolds/Props

- Prepare scaffolds/timber props to support top floor walkway/decking before all damaged posts are removed.

ii. Staircase

- Remove existing steel staircases and construct new ones according to the specifications and drawing.

iii. Decking Posts

- Remove all damaged decking posts and replace with 100mm diameter x 3.6mm thickness circular hollow sections at 3m lengths where both ends are welded onto 100mm x 100mm x 6mm caps.

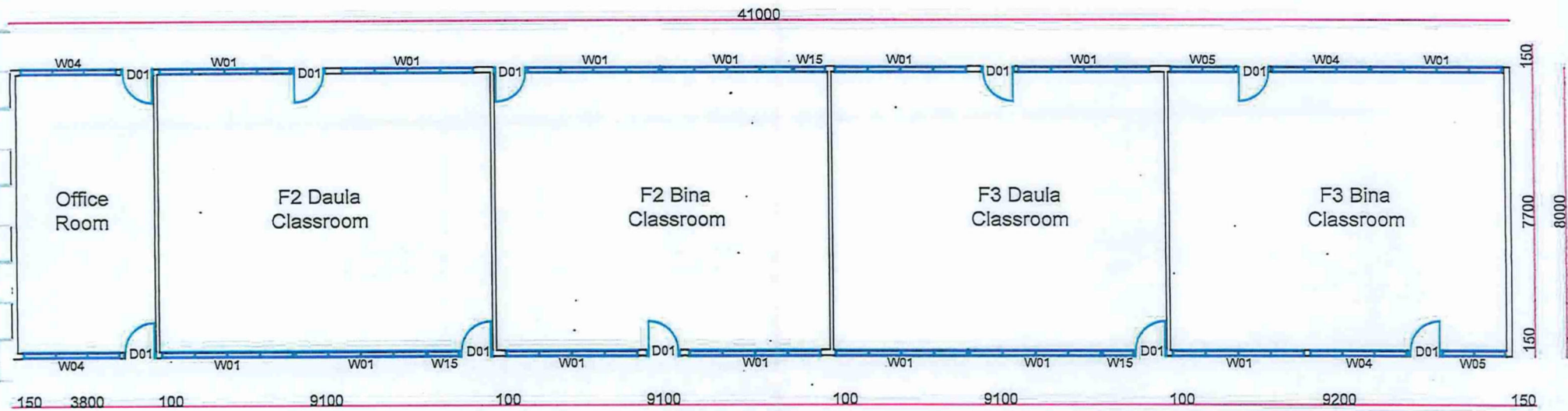
4. **Cleaning Works**

i. Floor

- Wash, scrub & clean all classroom floors with water and specified cleaning detergents.

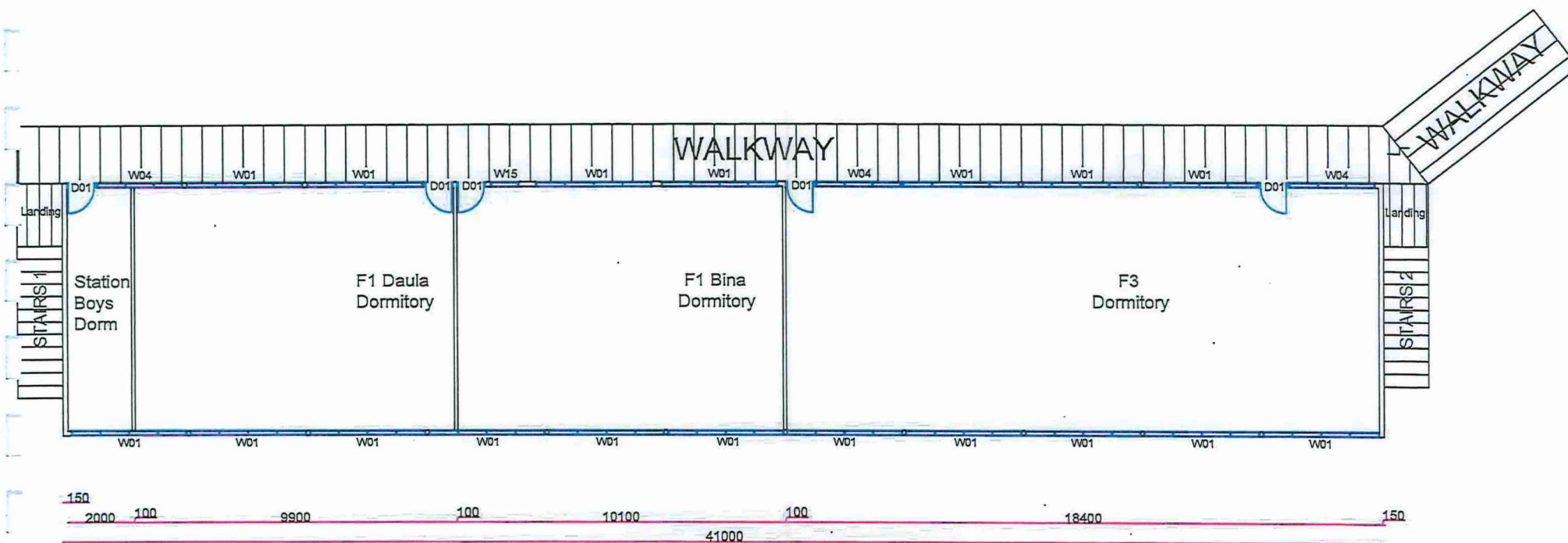
ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and along walk-way of all dormitory rooms before handing over to NHA.



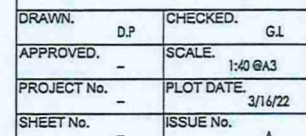
BUILDING 2 GROUND FLOOR PLAN
@ 1:150

NORTH 	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:150	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. ILLIO	1



BUILDING 2 TOP FLOOR PLAN
@ SCALE 1:170

NORTH 	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:170	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. LILO	1



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.



WINDWARD CONSTRUCTION

NO.	NAME	GENDER
1	Edrick Konate'e Maeniuta	M
2	Lawson Lukisi	M
3	Helen Nagu Waki	M
4	Jerry Mark Sese	M
5	Lency Lysias	M
6	Micly Seko Young	M
7	Derol Lasi	M
8	Errol Pelu	M
9	Jarred Pelu	M
10	Fredrick Gavira	M
11	Eton Enriko	M
12	Lasi Watts	M
13	Darren Asha	M
14	Elrick James Angisia	M
15	Haward Neri	M
16	Mecreed Ghala	M
17	John Jack	M
18	Neyson Suha Sale	M
19	Calzon Kekerao Hurua	M
20	Junior Oli	M
21	Samson Avenea Absolom	M
22	Derrick Mudu Kalea	M
23	Joel Patrick	M
24	Charles Masi	M
25	Cain Livu	M

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

Certificate of Insurance

** DUPLICATE ** CUSTOMER COPY - RETAIN FOR YOUR RECORDS

Page 1

Windward Construction C/- Lengkiki Honiara SI01 Customer Reference: 52426213/XWC001	Company Premium \$1,800.90 Stamp Duty \$50.00 Total Premium \$1,850.90
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The policy details below show what is covered. Any clauses or warranties forming part of this certificate attach in priority to those on the standard policy. The cover is effective from 26/05/2022 to 26/05/2023.

POLICY DETAILS - XWC001 INSURED: WINDWARD CONSTRUCTION The following items are subject to our current SOLOMON ISLANDS WORKERS COMPENSATION ACT and our WORKERS COMPENSATION POLICY terms and conditions: <u>Situation:</u> ANYWHERE IN HONIARA SOLOMON ISLANDS WORKERS COMPENSATION COMMON LAW - \$150,000 - WORKERS COMPENSATION. <u>Standard Clauses and Warranties</u> <u>NUCLEAR EXCLUSION</u> This Policy does not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from: 1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; 2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; 3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; 4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. Exclusion 4 above does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of
--

TOWER Insurance Limited, Ground level, City Centre Building, Mendana Avenue

P. O. Box 231 Honiara Solomon Is Tel [677] 22 955 Fax [677] 23 636, www.towerinsurance.com.sb

Certificate of Insurance

**** DUPLICATE ** CUSTOMER COPY - RETAIN FOR YOUR RECORDS**
Windward Construction

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operations by the insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.



This certificate printed on 16/12/2022
is signed on behalf of the company by
Melina G Pitamama
Customer Services Officer

Your reference no is:
52426213/XWC001

ANNEX III: POLICE CLEARANCE CERTIFICATES



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

pmc

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

Copy of signed

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: [Signature]

Name and Position: HAZEL H (CA-ELECTRICIAN)

Date: 28/12/23

Procurement section Compliance performed by:

Signed: [Signature]

Name and Position: Tamara Bird CPO

Date: 28/12/23

Finance Department Compliance performed by:

Signed: [Signature]

Name and Position: George Finance officer

Date: 4/01/24