2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CAFE BLISS

1) Requisition	☑	Sign by FC	_____	Sign by ED	_____
2) Payment Voucher	☑	Sign by FC	_____	Sign by ED	_____
3) LPO	☐	Sign by FC	_____	Sign by ED	_____
4) IB Authorisations	☑	Authorised by FC	_____	Authorised by ED	_____

Comments:

* Progress Payment Certificate to attach.

RECIEVED
DATE 21/12/23
SIGN



ANZ

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	04/01/2024 15:30
Transaction Number:	AHO20036

Transaction Details:
ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 240,000.00
Transfer From Amount: SBD 240,000.00
Indicative :
My Reference: Payment 3- Cater

Payment Details

Account Name: Cafe Bliss
Account Number: 2001481593
Bank Name: Bank of South Pacific
Reference To Payee : INV#241-KGVI Din

Pay Date : 04/01/2024

Comments:
* * * * * * * * * * * Authorisation Details * * * * * * * * * * * *
04/01/2024 15:30 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
08/01/2024 16:35 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : Verified
08/01/2024 17:17 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
08/01/2024 17:17 Debbie Ofaeri Sifoni
Transaction Processed
* *

PAID
DATE 8/01/24

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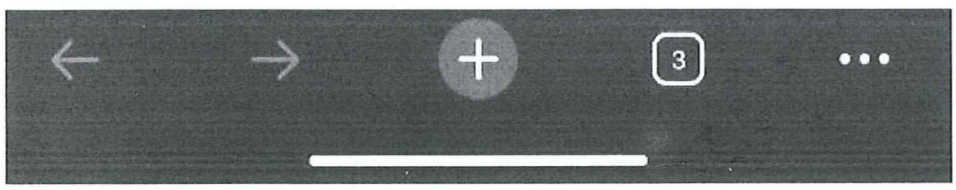

Your Reference

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

Held for Authorisation
Transaction Number AHO20036

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 240,000.00
Transfer From Amount: SBD 240,000.00
Indicative :
My Reference: Payment 3- Cater

Payment Details

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

8/1/24

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

PAYMENT VOUCHER

DATE 29/12/2023

CAFE BLISS
P O Box 170
Fangs
Honiara

Cheque Number IB TRANS

Total Amount Paid $240,000.00

Progress Payment No: 3 - Catering Contract

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
165	00001612	8/08/2023	$1,200,000.00	$840,000.00	$240,000.00

Bona.
29/12/23
For FC NHA.

29/12/23

Payment Voucher Prepared By: _____ Date: 29/12/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

PROVISION OF CATERING SERVICES FOR GAMES VILLAGE - KGVI NATIONAL SECONDARY SCHOOL

CAFÉ BLISS

Date	Payment No.	Percentage	Award Amount	WHT	Amount Paid	Status
			1,200,000.00			
8/08/2023	Payment No.01	50%	600,000.00		600,000.00	Paid
26/10/2023	Payment No.02	20%	240,000.00		240,000.00	Paid
29/12/2023	Payment No.03	20%	240,000.00		240,000.00	Payment in Progress
	Payment No.04	10%	120,000.00		120,000.00	
			1,200,000.00	-	1,200,000.00	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC-2795/23

DEPARTMENT: _____

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1		Raise payment to CAFE BLISS for 20% progressive payment for Catering services at KGVI Games Village for 2023 Pacific Games	CAFE BLISS		$240,000-00 2 $240,000-00
				TOTALS	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $240,000-00 Date: 21/12/23

Requisition Officer (Name): Imogen Vida Sign: [signature]

Account Code: 6-2717

Account Name: Other Local Other Cost

Funds available on this account: _____

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Pauline Tome Sign: _____

PP Post: FC 1

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 240,000—00

Signed: [signature]

Name: Deldore Renua.

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

Threshold Checklist

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

Compliance Check by: _____ Signature [signature]

Name: Jeff Mela Date: 29/12/2023

Position: Compliance.

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC-2795/23

DEPARTMENT: _____

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise payment to CAFE BLISS for 20% progressive payment for Catering services at KGVI Games Village for 2023 Pacific Games	CAFE BLISS		$240,000-00 2 $240,000-00
				TOTALS	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $240,000-00 Date: 21/12/23

Requisition Officer (Name): ~~Imogen Vida~~ Sign: ~~[signature]~~

Account Code: 6-2717

Account Name: Other Local Other Cost

Funds available on this account: _____

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Pauline Tama Sign: _____

Post: EC 1

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 240,000-00

Signed: [signature]

Name: Delbert Rove

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

Threshold Checklist

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

Compliance Check by: _____ Signature

Name: Jeff Alek Date: 29/12/23

Position: Compliance

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

C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

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

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: Agnes Nguru

Date: 22/12/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: SU & PCA

Date: 22/12/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: N. Vular

Date: 28/12/23

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

PROGRESS PAYMENT CERTIFICATE NO:1

Payment Schedule Name:	Progress Payment Claim 1 - 50% advance payment		
Project Name:	catering Services for Games Villages		
Supplier :	Café Bliss		
Financial Manager	Rocklive Poloso	**Certificate:**	
Contract Administrator:	Lisiane Simata	**Date Invoice Received:**	29.12.23
		Date Issued for payment:	
		Contract No:	GTB GOC 03/23

A	PROGRESS CLAIM SUMMARY			
REF	**PROGRESS CLAIMS**	**CONTRACT DETAILS**	**PAYMENT DETAILS**	**NOTES**
1	Upfront Payment (50%)	$ 6,000,000.00		
2	upon shipment and approved contract schedule (20%)	$ 240,000.00		
3	upon services done, contracted schedule (20%)	$ 240,000.00		
4				
5				
6				
7				
8				
10	**Progress Claim to date**	**$ 6,480,000.00**		
11	**Original Contract Value**	**$ 1,200,000.00**		
12	**Total Adjusted Contract Value**	**$ -**		
13	**Balance of Contract Payment**	**-$ 6,480,000.00**		

B	PAYMENT DETAILS			
	Progress payment for this claim 1		$ 6,000,000.00	
	upon shipment and approved contract schedule (20%)		$ 240,000.00	
	upon services done, contracted schedule (20%)		$ 240,000.00	
	Amount payable for this claim after Retention			

Payment is certified as conform to payments terms and conditions as stated in article 10:

Complianced and approved by: 29/12/23

Lisiane Simata (Contract Administrator) Date

Claim is hereby approved for payment by: 29/12/23

pp Executive Director (Christian Neing) *Date*

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

MINUTE **Ref:** GOC /23

To: EXECUTIVE DIRECTOR, NHA _____

From: PROCUREMENT COORDINATOR, GOC _____ **Date:** 21/12/23___

RE: PROCUREMENT FOR CATERERING SERVICES FOR GAMES VILLAGE, KGVI NATIONAL SECONDARY SCHOOL – CAFE BLISS

Approval is sought to raise payment as referred above.

The GOC is delivering the Tender For caterering Services for the the Games Village for KGVI thus progressive payment is raised for the Awarded Supplier , CAFÉ BLISS for its 20% progressive payment the contracted schedule amount of of **$240,000.00.**

See attached is the progress payment certificate number 3 for your perusal.

Therefore, kindly request for approval of budget and endorsement to make the payment soon as possible.

Lisiane Simata

Procurement Cordinator(GOC)

Endorsed by:

Imogin vidda Finance Team Games Organizing Committee		
Signature:	Date: 21/12/23	

Approval:

Mr jack Smith Senior Manager -operations Games Organising Committee		
Signature:	Date: 21/12/23	

Invoice

Cafe Bliss, Commonwealth street, Honiara, Solomon Islands

BILL TO
Games Organising Committee - GOC
Honiara
Solomon Islands

Invoice No.: **241**
Issue date: **29 Nov. 2023**
Due date: **13 Dec. 2023**

Payment method: **Transfer**

Invoice No.	Issue date	Due date	Total due (SBD)
241	29 Nov. 2023	13 Dec. 2023	SBD240,000.00

Description	Qty.	Unit price (SBD)	Amount (SBD)
Payment 3...KG6 Dinining	1.0	240,000.00	240,000.00

Total (SBD) **SBD240,000.00**

21/12/23

CAFE BLISS
CAFE BLISS
Phn: 7148185
P.O.BOX 170, FANGS BLDG, HONIARA

7148185
cafebliss@gmail.com
Cafe Bliss
Commonwealth street
Honiara
Solomon Islands

Urgent.
*Raise Chq

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CAFE BLISS SERVICES

1) Requisition	☐	Sign by FC		Sign by ED	
2) Payment Voucher	☐	Sign by FC		Sign by ED	
3) LPO	☐	Sign by FC		Sign by ED	
4) IB Authorisations	☐	Authorised by FC		Authorised by ED	

Comments:

GOC

ANZ

Australian and New Zealand Banking Group Limted (ANZ)

STAMP DUTY PAID

HONIARA, SOLOMON ISLANDS

DATE 21 03 24 (D D M M Y Y)

PAY CAFE BLISS OR BEARER

THE SUM OF ONE HUNDRED AND TWENTY THOUSAND DOLLARS ONLY-

NOT NEGOTIABLE

SBD120,000.00

PLEASE SIGN ABOVE THIS LINE

PLEASE SIGN ABOVE THIS LINE

№ 1799119

NATIONAL HOSTING AUTHORITY 5691140

Reference Fee

7502008

21/03/24

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

PAYMENT VOUCHER

DATE 21/03/2024

CAFE BLISS
P O Box 170
Fangs
Honiara

Cheque Number Chq

Total Amount Paid $120,000.00

Final 10% Payment Catering Services

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
165	00001612	8/08/2023	$1,200,000.00	$1,080,000.00	$120,000.00

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES

21/03/24

Payment Voucher Prepared By: _____ Date: 21/03/24

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

PROVISION OF CATERING SERVICES FOR GAMES VILLAGE - KGVI NATIONAL SECONDARY SCHOOL

CAFÉ BLISS

Date	Payment No.	Percentage	Award Amount	WHT	Amount Paid	Status
			1,200,000.00			
8/08/2023	Payment No.01	50%	600,000.00		600,000.00	Paid
26/10/2023	Payment No.02	20%	240,000.00		240,000.00	Paid
29/12/2023	Payment No.03	20%	240,000.00		240,000.00	Paid
21/03/2023	Payment No.04	10%	120,000.00		120,000.00	Payment in Progress
			1,200,000.00	**-**	**1,200,000.00**	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC-2363/24

DEPARTMENT: _____

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1		Raise payment to CAFE BLISS SERVICES for it's 10% final payment for Catering services provided to KGVI Games Village	CAFE BLISS SERVICES		$120,000-00
				TOTALS	$120,000-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $120,000-00 Date: 21/03/24

Requisition Officer (Name): Imogen Vida Sign: [signature]

Account Code: 6-2717

Account Name: Others - Local other costs

Funds available on this account: _____

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie. Renue Sign: [signature]

Post: E

Department: NHA.

Authority is granted for expenditure not exceeding:

SBD$ 120,000-00

Signed: [signature]

Name: [signature]

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

Threshold Checklist

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

Compliance Check by: _____ Signature [signature]

Name: Jeff Mekoi Date: 21/3/2024

Position: Compliance

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

MINUTE

Ref: GOC/ /24

Date: 20 / 03 /24

TO: Executive Director/NHA

From: Procurement Coordinator, GOC:

Ref: Procurement for Catering of Services rendered to King George east, Games Venue before and during the PG 2023 by CAFÉ BLISS SERVICES.

This minute seeks your approval to permit the final 10% payment to be raised in respect of **CAFÉ BLISS** who had rendered catering services at the King George Sixth East Venue according to the Service Agreement signed by both parties the "Service Provider/Caterer" CAFÉ BLISS and the "Client/SOL2023 GOC" dated sometime on the 26th July 2023 (*Agreement copy attached)* for 9892 meals with detail meals at $80.00 per meals. The services rendered was providing catering services to those involved in the physical activities leading up to the Games in 2023. CAFÉ BLISS was one of the Awarded Suppliers approved by GOC.

The Service Agreement signed by the parties agreed the Payment schedule be made in 4 instalments which three (3) instalments - a total of 90% is already paid to the Service Provider. The final one is the 10% outstanding yet to be paid. Hence the request.

Attached is the final progress payment certificate No. 4 for your perusal. Should the Payment Certificate meet your satisfaction, the funds requested for approval is in the amount of **$120,000.00** to be endorsed so that payment can be raised as soon as possible.

Lisiane Simata
Project Coordinator (GOC)

Endorsed by: Imogen Vida Finance Team Games Organizing Committee	Signature: Date: 20/03/24
Approval by: Mr. Christian Nieng Executive Director National Hosting Authority	Signature: Date: 22/3/24

Annexed to this minute are:

- Invoice # 248
- Service Agreement
- Annex D Schedule of Payment Periodically paid

VERIFICATION NOTE

This is to confirm and verify to the best of my knowledge, that Café Bliss under the services of GOC has done the catering services before and during the course of the pacific Games dates specified and stated in the Invoice #248. All information is correct and accurate.

Please raise his payment due to him.



Phillip Diau
Catering Supervisor

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

PROGRESS PAYMENT CERTIFICATE NO:1

Payment Schedule Name:	Progress Payment Claim 1 - 50% advance payment		
Project Name:	catering Services for Games Villages		
Supplier :	Café Bliss		
Financial Manager	Rocklive Poloso	**Certificate:**	
Contract Administrator:	Lisiane Simata	**Date Invoice Received:**	20.03.2024
		Date Issued for payment:	
		Contract No:	GTB GOC 03/23

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
1	Upfront Payment (50%)	$ 600,000.00		Paid
2	upon shipment and approved contract schedule (20%)	$ 240,000.00		Paid
3	upon services done, contracted schedule (20%)	$ 240,000.00		Paid
4	Final Payment upon contract schedule	$ 120,000.00		In progress
5				
6				
7				
8				
10	**Progress Claim to date**	**$ 1,200,000.00**		
11	**Original Contract Value**	**$ 1,200,000.00**		
12	**Total Adjusted Contract Value**	**$ -**		
13	**Balance of Contract Payment**	**-$ 1,200,000.00**		

B PAYMENT DETAILS

	Progress payment for this claim 1		$ 600,000.00	
	upon shipment and approved contract schedule (20%)		$ 240,000.00	
	upon services done, contracted schedule (20%)		$ 240,000.00	
	Amount payable for this claim after Retention			

Payment is certified as conform to payments terms and conditions as stated in article 10:

Complianced and approved by: ..... Lisiane Simata (Contract Administrator) — 20/03/2024 Date

Claim is hereby approved for payment by: ..... Executive Director (Christian Neing) — 20/3/24 *Date*

Invoice

Cafe Bliss, Commonwealth street, Honiara, Solomon Islands

BILL TO
Games Organising Committee - GOC
Honiara
Solomon Islands

Invoice No.: **248**
Issue date: **19 Dec. 2023**
Due date: **2 Jan. 2024**

Payment method: **Transfer**

Invoice No.	Issue date	Due date	Total due (SBD)
248	19 Dec. 2023	2 Jan. 2024	SBD120,000.00

Description	Qty.	Unit price (SBD)	Amount (SBD)
Retention of $1,200,000.00	1.0	120,000.00	120,000.00

Total (SBD) **SBD120,000.00**

7148185
cafebliss@gmail.com

Cafe Bliss
Commonwealth street
Honiara
Solomon Islands

PACIFIC GAMES
SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 30th June 2023
To: The Managing Director
Café' Bliss
P.O Box 170
Honiara
Solomon Islands

Dear Sir,

AWARD OF CONTRACT FOR PROVISION OF CATERNG SERVICES FOR GAMES VILLAGE- KGVI NATIONAL SECONDARY SCHOOL

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement and approval of the contract to provide catering services for the Games Villages and Venues, tender reference number GTB-GOC 03/23.

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this procurement, GTB has accepted and approved your Tender to provide catering services for KGVI National Secondary School for the negotiated sum of **SBD$1,200,000.00.**

Jeffrey Mekab will be in contact with you soon to arrange for contract formalities. The GTB gives this award, trusting that your company will deliver the best catering services for our athletes, officials and GOC workforce groups accommodated and working at this village.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the successful delivery of this critical, Games services, according to the standards and requirements of the Games Organizing Committee as well as food safety regulatory bodies of respective Governments participating in the 2023 Pacific Games.

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

Yours Sincerely,

Games Tender Board
APPROVED
Date: 30/06/23
Sign

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

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
NHA Financial Controller
NHA Procurement & Compliance Unit
GOC Management
GOC Finance & Procurement Team



VILLAGE CATERING SERVICE AGREEMENT

BETWEEN

GAMES ORGANIZING COMMITTEE

AND

CAFÉ BLISS

Provide Catering Service to the Games Village at King George School, Sol2023 Pacific Games

THIS VENUE CATERING AGREEMENT (the "**Agreement**") is made and entered into on this 26th Day of July 2023 by and between the **Games Organizing Committee (GOC)** (*herein referred to as the* "**Client**"), located at Sea King Building, Honiara, Solomon Islands and **Café Bliss**, Honiara, Solomon Islands (*herein referred to as the* "**Service provider**"), collectively referred to as the Parties.

RECITALS:

WHEREAS, the Client agrees and wishes to engage the Service Provider to perform the services hereinafter referred to in **Schedule 1**, and

WHEREAS, the Service Provider is willing and agrees to perform the services hereinafter referred to, and

NOW THEREFORE in consideration of the premise and of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

    (a) The General Conditions of Contract;

    (b) The Special Conditions of Contract;

    (c) The following Schedules:

        (i) **Schedule 1**: Service Provider's Scope of Services

        (ii) **Schedule 2**: Provision by SOL2023 Pacific Games Organizing Committee.

        (iii) **Schedule 3**: Key Plans (Due within 30 days after signing of this Agreement

        (iv) **Schedule 4**: Expected Milestone deliverables

        (v) **Schedule 5**: Proposed Payments Schedule

        (vi) **Schedule 6**: Key Performance Indicators

(vii) **Schedule 7**: Project Manager

(viii) **Schedule 8**: Costing & Pricing

(ix) **Schedule 9:** Penalties

(x) **Schedule 10:** Meal Estimate

(xi) **Schedule 11:** Contact Address of Parties

(xii) **Schedule 12:** Timeline Deliverables

2. The Client is a Committee established by the National Government of Solomon Islands under the ***Pacific Games Act, 2023 (2017)*** of Solomon Islands.

3. The Committee was established for the purpose of overseeing the overall administration and management of the Pacific Games which is scheduled to be held in the city of Honiara, Solomon Islands in November 2023.

4. The Service Provider is a local and private catering business incorporated under the relevant laws of Solomon Islands and runs its business operation in the City of Honiara under the business name **"Café Bliss"**.

5. The Ceiling amount for this Catering Service is SBD **$1,187,040.00**

6. The Service Provider assures the Client that it is a well experienced Catering business company **(Café Bliss)** that has the capacity, experience, skills, and personnel to provide the Catering Services for the 2023 Pacific Games and can meet the requirements of this Contract.

PART 1. General Conditions of Contract

1. GENERAL PROVISIONS

1. DEFINITION AND INTERPRETATION

(1) In this Agreement, including the recitals and the attached schedules and appendices, the following terms shall have the following meaning:

"Client / Sol2023 Pacific Games Organising Committee" means the Procuring Entity with which the selected Service Provider signs the Contract for the Services;

"Service Provider/Caterer" means the Catering Company (here rein referred to as **"Café Bliss"** that will provide the Catering Services to the Client under the Contract.

"Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.

"Confidential Information" means all data and information relating to the business or management of either party, including trade secrets, technology and accounting records to which access is obtained hereunder by the receiving party, provided, however, that confidential information shall not include any data or information, which: -

(i) is or becomes publicly available through no fault of the receiving party;

(ii) is already in the rightful possession of the receiving party prior to its receipt from the disclosing party;

(iii) is already known to the receiving party at the time of its disclosure to the receiving party by the disclosing party and is not the subject of an obligation of confidence of any kind;

(iv) is independently developed by the receiving party;

(v) is rightfully obtained by the receiving party from a third party; or

(vi) is disclosed pursuant to court order or other legal compulsion;

"Games Operational Period" *November 14th, 2023* to December 06th, 2023.

"Intellectual Property" means all copyrights, design rights, trade secrets and confidential information, patent rights, trade-mark rights, and all other proprietary rights, which may subsist anywhere in the world, whether registered or unregistered, and all applications for registration or issuance of any of the foregoing, and all rights to file any such applications; specifically for the purposes of this Agreement shall mean any created documents by the Caterer.

"Service Provider" means the organisation/company that provides the Catering services as per schedule 1 to this Agreement.

"Services" and/or "Catering Services" means the provision of all services, tasks, requirements, obligations, timeline deliverables, plans, and legal conformance in accordance with the "Catering Services Scope of Work" as outlined in Schedule 1 of this Catering Agreement.

"Catering Services Period" Means the period of time in which the catering service will takes place as specified in this agreement until the final day of Caterer's demobilisation of all Caterer's equipment and assets from the Venue Site

"Timeline Deliverables" means the Contract Timeline Deliverables to be provided by the Caterer by the Timeline Submission Dates as outlined within the Catering Services Scope of Work as outlined in Schedule 1.

"Submission Dates" means the individual submission dates for each of the Project Plans and Timeline Deliverable as outlined within the Catering Services Scope of Work as outlined in Schedule 1.

"Key Dates" means the key milestone dates of the Catering Services.

"Project Plans" means the project plans to be provided by the Caterer by the Timeline Dates as outlined within the Catering Services Scope of Work as outlined in Schedule 1.

"Project Plan Approval" means GOC approval of Caterer's Project Plans listed in Schedule 3 – Project Plans

"Foreign Currency" means any currency other than the currency of the Client's country.

"In writing" means communicated in written form with proof of receipt.

The Additional Meal Cost" means the value paid by the Client to the Caterer for additional meals above the guaranteed meal number. The calculation used to determine the Additional Meal Cost will be equal to the Final Agreed Value of Cost of Goods divided by the Guaranteed Meal Number.

"Guaranteed Meal Number' means the guaranteed number of meals to be served as set forth in this contract.

"Final Agreed Value of Cost of Goods" means the final agreed value of food and beverages based on approval of Menus and Financial Cashflow Plans.

1. EFFECTIVENESS OF THE CONTRACT AND MODIFICATION OR VARIATIONS OF CONTRACT.

1) Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

2) Modification or variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2. SERVICE PROVIDER OR CATERER'S SERVICES

1) The Client wishes to retain the Service Provider to provide Food Services at the Athletes Village and the Service Provider hereby agrees to provide the services described in **Schedule 1** hereto and all such other services as are necessarily incidental thereto (collectively known as the "**Services**") in connection with the provision of the Food Services.
2) The Service Provider represents and assures the Client that it has the qualifications, experience and capabilities necessary to carry out the Services described in **Schedule 1** and that the Services shall be performed to the standard of care, skill and diligence of an experienced professional in the Service Provider's field, and in a competent and efficient manner.

3) The Service Provider assures the Client that the Village Catering food program shall be delivered to the highest standards, and shall at all times be reflective of the Health and Safety Standards as accorded under the laws in Solomon Islands.

4) **Use of SOL2023 Sponsors and Commercial Partners.** In performing the services, the Service Provider shall give preference for the supply of goods and services to the Client's Sponsors and nominated suppliers, where price/quality and delivery schedule are all key factors in the award of any contracts for supply. It shall be up to the Client to advise the Service Provider of any of these sponsorships, and the Service Provider shall not be delayed and/or prices not affected by the decision to use any of these suppliers.

3. PAYMENT TERMS

1) The Client agrees to pay the Caterer a total fee of SBD **$1,187,040.00** for the catering services for the **Games Village at the King George School**
2) The payment schedules shall be done in accordance with the deliverables and payment Schedule specified under **Schedule 5** of this Agreement.
3) Payment method shall be by bank transfer.
4) Any additional services requested by the Client during the event will be billed separately and shall be settled with the final payment made under this Agreement.

4. RETENTION CLAUSE

1) The Client will retain 10% of the remaining payment made to the Service Provider as retention until the completion of the project.

2) The retained amount will be released to the Service Provider within 14 days after the completion of all services and deliverables outlined in Schedule 12, and after the Client has conducted an inspection and found the work to be satisfactory, in accordance with the terms of this Agreement.

5. VARIATION CLAUSE

1) The Client acknowledges that the nature of catering services may require occasional changes or adjustments due to unforeseen circumstances or practical requirements. Any changes or variations to the original scope of work or specifications shall be agreed upon in writing by both parties.
2. If the Service Provider wishes to request a variation to the agreed-upon services, they shall submit a written request to the Client, detailing the proposed changes and the reasons for the variation.

6. SECURITY PROTOCAL

1) The Client shall develop a comprehensive security protocol for the Service Provider's personnel and agents of the Service Provider to have access to the Games Village Site and as a condition of its engagement pursuant to this Agreement all its personnel shall be bound by and abide by such security protocols.

7. NO SUB-CONTRACTING

1) The Service Provider shall not subcontract to any person or entity the performance of /any of its obligations under this Agreement.

2) Alternatively, the Service Provider can subcontract only with the consent of the Games Organizing Committee, but the Service Provider must first seek approval from the Games Organizing Committee by providing relevant details about the subcontractor's qualifications, scope of work, and other pertinent information.

8. COMPLIANCE WITH LAWS

1) The Service Provider shall comply with all laws, regulations, rules, directions and orders of any governmental, administrative or judicial entity having authority over its conduct.
    a) The Service Provider shall obtain and pay for all necessary permits and licences to provide the Services under this Agreement.
    b) The Service Provider shall not do, or permit or suffer to be done during the term of this Agreement anything in violation of any such laws, regulations, rules, directions or orders, and if the attention of the Service Provider is called

to any such violation on its part or of any person employed by it, the Service Provider shall immediately desist from and correct such violation.

c) The Service Provider shall abide by all labour laws of Solomon Islands, and ensure that payments of wages to all workers reflect the current labour laws, and shall ensure that all times contributions to SINPF and Workers Insurance are accurate and timely.

9. SERVICE PROVIDER'S RESPONSIBILITY FOR CLIENT'S PROPERTY AND SUPPLIED FACILITIES.

1) The Service Provider shall use all its best efforts and all reasonable steps to protect against any loss and/or damage of the facilities provided to its use for the purpose of performing the Services provided in this Agreement.
2) The Service Provider shall leave the premises it occupies in the same state and condition of repair and cleanliness as it was when such premises were handed over to service Provider, excepting wear and tear as defined above, and any damages not caused by the Service Provider.

10. RECORD

1) The Service Provider shall keep proper and accurate accounts and records of all expenditures made, in connection with the Services, and all invoices, receipts and vouchers relating thereto.
2) Such accounts, records, invoices, receipts and vouchers shall, at all times be open to audit and inspection by the authorised representatives of the Client upon reasonable advance notice which is deemed to be no later than 48 hours to the Service Provider, and the Service Provider shall provide such representatives with all such information as they may from time to time reasonably require in connection therewith.

3) The Service Provider shall not within a period of five years beginning from the termination date of this Agreement, without the consent of the Client, such consent not to be unreasonably or arbitrarily withheld or delayed, dispose of any such accounts, records, invoices, receipts or vouchers but shall preserve and keep the same available for audit and inspection at any time.

11. CLIENT'S RESPONSIBILITY

1) The Client shall make available to the Service Provider such information and data, and shall permit the same, its agents and employees to have access to the Games Village site, as is reasonably necessary to enable the Service Provider to perform the Services.

2) The client shall ensure that the Service Provider met the Project timeline deliverables in accordance with the Catering Services Scope of Work and ensures that the Service Provider undertake such tasks in accordance with the terms of this Agreement.

12. NOTICES

1) Any notice or other correspondences communicated by one party to another party under this Agreement shall be in writing and delivered personally, sent by courier, or sent by email transmission to the recipient at the address provided in Schedule 10 to this Agreement or such other address as the recipient may from time to time provide to the sender.

13. INSURANCE

1) The catering company shall maintain comprehensive public liability and workers' compensation insurance coverage with a reputable insurance provider. The coverage should include, but not be limited to, bodily injury, property damage, personal injury, and products and completed operations liability.
2) Such insurance should be in place within 30 days of execution of this contract.
3) The Service Provider shall be responsible for all costs of injury, sickness, and any medical costs of any of its personnel during the course of this Agreement.

14. PROTECTION OF INTELLECTUAL PROPERTY

1) Both parties agree to take reasonable measures to protect the intellectual property rights. The service Provider shall not reproduce, modify, distribute, or create derivative works of the Client's intellectual property without prior written consent.

15. FORCE MAJEURE

1) Either party may terminate this Contract without liability if they are unable to fulfill their obligations due to unforeseen circumstances beyond their control, such as acts of nature or government restrictions.

16. CONFIDENTIALITY

1) Any confidential information shared during the delivery of this catering project, including trade secrets, recipes, pricing information, or customer data, shall be treated as confidential by both parties and shall not be disclosed to any person or third party without prior consent from the Client.

17. INDEMNIFICATION

1) The Service Provider agrees to indemnify and hold the Client harmless from any claims, damages, or liabilities arising out of the catering services provided by the Service Provider/Caterer, except for cases of the Client's gross negligence or wilful misconduct.

18. TERMINATION

1) Either Party may terminate this Contract with written notice if the other Party fails to fulfill its obligations under this Contract and does not cure such failure within five (5) working days of receiving written notice.

19. GOVERNING LAW

1) This Contract shall be governed by and interpreted in accordance with the laws of Solomon Islands. Any disputes arising from this Contract shall be subject to the exclusive jurisdiction of the courts in Solomon Islands.

20. ENTIRE AGREEMENT

1) This Contract constitutes the entire agreement between the Parties and supersedes any prior discussions, understandings, or agreements, whether written or verbal, relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Catering Contract as of the date first written above.

Signed by **Peter Stewart** in the presence of:

.....

Name of Witness:

Rocklive Poloso (Finance Manager, Games Organising Committee/GOC)

.....

Peter Stewart (Chief Executive Officer/CEO, Games Organising Committee/GOC)

Signed by . Bronwyn Noda in the presence of:

Rex Make

Name of Witness

(_____ Project Manager, Café Bliss)

.....

Bronwyn Noda
(Managing Director)

PART 2. SPECIAL CONDITIONS OF CONTRACT

Number of Clause	CONDITIONS
1	The language is English
2	The addresses are: CLIENT **SOL2023 Pacific Games Limited, Games Organizing Committee** **c/ P.O.BOX 2443** **Honiara, Solomon Islands** SERVICE PROVIDER **Café Bliss, Ysato Building, Common Wealth street** **Honiara, Solomon Island** **P.O Box 170** **Email: Cafeblissiniss@gmail.com** **Phone: 7148185/7777770**
3	The Authorised Representatives are: For the Client: **Emily Eno (GOC Catering Coordinator- Games Village)** For the Caterer: **(_____, Bliss Cafe)** (Note: Unless in the circumstance where the said persons are absent, the appointment of representative shall be the sole responsibility of each party) Authorized representatives may be changed as required by either party with notice.
4	The Client warrants that the Service Provider, the Sub-contractor and the Personnel shall not be exempt from any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Service Provider in respect of: Any payment made to Service Provider, Sub-Contractor and its Personnel in connection with the carrying out of the Services; The Service Provider shall pay all NPF/Workers Compensation and any other statutory contributions due on any Solomon Island staff employed/engaged by the Service Provider. The Client reserves the right to seek such proof of payment. The Service provider will abide by all Labour rules of the Solomon Islands with respect to working conditions and wages. The Client reserves the right to seek such proof of compliance. (d) The Service Provider, Sub-Contractor and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Solomon Islands in importing property into the Solomon Islands. The Service Provider shall be entitled to seek duty and tax remission through the Client on consumables- not permanent equipment or non-consumables to be used in the course of this contract.

	IF Equipment is being rented from Offshore, Service Provider may seek an exemption on Duty and Taxes, or a refund. The Service provider shall be required to day such duties and taxes on any equipment purchased by the supplier to deliver this contract which will be left in the country, or not sold to the Client or Government of Solomon Islands The Client and Service Provider may within 30 days of completion of this contract, agree on the sale of any equipment to the Client or the Government of Solomon Islands. The price of such equipment shall be subject to negotiation by the parties. If the Service Provider, Sub-Contractor or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Solomon Islands upon which customs duties and taxes have been exempted, the Service Provider, Sub-Contractor or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Solomon Islands, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Solomon Islands
5	The date for the commencement of Meal Services in the Games Village Dining Hall is ***October 27th – December 15th***
6	Insurance Liability; The catering company shall maintain comprehensive public liability and workers' compensation insurance coverage with a reputable insurance provider. The coverage should include, but not be limited to, bodily injury, property damage, personal injury, and products and completed operations liability.
7	The Service Provider shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
8	The maximum contract amount in local currency is **SBD$1,187,040.00 and** as per the term of this contract and may be adjusted
9	The account in which Payments shall be made according to the Payments in Schedule 5:
10	If the Client fails without good reason to pay the Service Provider's invoice within 30 days after acceptance and subsequent approval of the Milestone Project Plans and Timeline Deliverables specified under Schedule 4 and 5, the Client is automatically liable to pay the Service Provider the payment that was due. If the payment request and reporting is not acceptable to the Client, the Client will inform the Service Provider within 5days days of receipt of the Payment request and reporting regarding the non-acceptance and the reason for non-acceptance. The Client has the right to offset invoice amounts owed against amounts that the Service Provider owes the Client.
11	All payments made to the Service Provider are subject to SIG tax law. Where required, the Service Provider shall be responsible to pay the taxed amount to the responsible Government Institution. The Client is not responsible for any unpaid taxes owed by Service Provider.

12	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to the court in the Solomon Islands, and the law of the Solomon Islands is applicable.
13	**Retention:** The Client shall retain 10% retention as security for under this contract. Retention payment will be released after satisfactory performance and completion deliveries pursuant to Schedule 5 - Part B – the Payment Schedule.

PART 3: SECHEDULES 1 – 12

SCHEDULE 1

SCOPE OF WORK

1. <u>Athletes, Technical Officials/ Team Officials and Venue Workforces:</u>

The primary concern of the athletes and team officials is to make sure they perform to their best on competition days and workforce to carry out their tasks effectively. Their ability to do this depends in no small part on the provision of familiar and nutritionally balanced food and drink, available at exactly the right time of day or night.

We at GOC 2023 want to take this above and beyond previous games and are looking for a catering partner to deliver a catering service at the Venue Dining Hall that exceeds expectations and delivers exceptional value for money.

2. <u>OBJECTIVES:</u>

The principle objectives in the provision of Catering Services at the Venue dining hall are to:

- Deliver food and beverage services for all Venue dining hall patrons while adhering to Pacific Games Guidelines and the GOC 2023 Bid Commitment.
- Provide the appropriate standard of food quality, presentation, service and hospitality to meet expectations of athletes, and team officials.
- Showcase Solomon Islands and celebrate the Pacific food style;

- Satisfy the diverse range of ethnic, cultural and dietary requirements to enable all Games participants to perform at their best.
- Surprise & Delight all constituent groups while maintaining the approved service levels during the course of GOC 2023.

These objectives are fundamental to the provision of Catering Services for all athletes and team officials at the Venue.

3. VILLAGE: KING GEORGE

#	Village Name	Venue Code	Athlete & Team Officials	Village Workforce Numbers	Total Client Numbers
5	King George Six	KGVI	932	145	1140

#	Village Name	Venue Code	Total Meals Estimated	Peak Meal Period 28 Nov	Peak Day 28 Nov
5	King George Six	KGVI	9,892	152 (L)	304

Venue Name	Venue Code	Dining Seating Capacity
King George Six	KGVI	216

4. CUSTOMER GROUPS

- Venue Workforce
  - ✓ *GOC Staffs, 2. Volunteer, 3. Clean & Waste, 4. Logistics, 5. Security, 6. Third Party Contractors, 7. Police, 8. Medical*

5. DEMAND ESTIMATE

The daily meal demand estimates for each customer groups are included within the Appendix 8 – Meal Numbers Estimate and information package attached for each Venue.

6. EXISTING INFRASTRUCTURE & KITCHENS

The existing kitchen infrastructure and equipment will be kindly made available by the school as part of the Games Venue arrangements between the School and the GOC.

The existing infrastructure and kitchen equipment vary at each individual Games Venue

The Caterer must use their own experience to determine for themselves the additional kitchen infrastructure and equipment that will be required.

The additional equipment and infrastructure required must be included and costed as part of the Caterer's financial submission.

The infrastructure responsibilities between the Caterer and the GOC are outlined in the tender document titled 'C2 – Venue Catering - General Scope of Work refer to the attachment.

7. DINING INFORMATION

The following Meal Services are required for Customer Groups

Customer Groups	Meal Service Required	Time	Service Style	Meal Access	Meal Consumption Report	Menu Diversity
Athletes & Technical/Team Officials			Hot Food Cold Food Buffet style	Meal Voucher	Caterer keep daily records of meal vouchers	5 days menu cycle
Venue Workforce	Lunch	12am –2pm		Meal Voucher/ Meal ticket		
Workforce	Dinner	6pm – 8pm				

8. Venue Key Operating Dates

GOC 2023 is currently planning the following key operational dates and phases:

Oct 16th – Nov 3rd 2023	Caterer has access to site to install kitchen infrastructure, including refrigerated shipping containers, etc.
Oct 28th – Nov 2nd	Box Lunch only for Venue Workforce Dinner for Security Only
Nov 2nd - 2023	Kitchen Infrastructure Installation and Testing Completed. Caterer demonstrates to GOC kitchen is fully operational. Test Lunch for Caterer's Workforce
Nov 03 – 14th	5 Day Menu Cycle Begins - Lunch Only – Venue Workforce Dinner for Security Only
Nov 14th – Dec 04th	Venue Workforce L/D to Venue Workforce
Dec 5th – Dec 15	Lunch for workforce and dinner for GOC staffs and Security only

- 30days prior to first meals GOC to provide update meals. (Oct1)

- Meal numbers indicative price is based on total numbers not current meal by meal breakdown. GOC offers to pay contract price regardless if number of meals scored is less then indicative numbers.
- GOC will provide actual numbers 48hrs prior during service period
- Any meal over the indicative numbers will be changed to GOC at $150 for breakfast and $80 for lunch and dinner.

9. PROJECT PLANS

The Caterer is responsible for the development and implementation of a number of project plans, including the following;

Operations	Project Plans
Project Management	CAT 01 – Project Strategic Overview Plan; CAT 02 – Catering Services Timeline; CAT 17 - Technology Plan; CAT 21 – Reporting Plan; CAT 22 – Site Mobilisation Plan; CAT 23 – Site Operational Plans; CAT 24 – Site Demobilisation Plan; CAT 26 – Communication Device Plan;
BOH – Kitchen Operations	CAT 10 - Food Management Plan; CAT 08 - Menu Development Plan; CAT 09 – Five (5) Day Cycle Menu; CAT 27 – Off Site Food Production Plan CAT 20 – Equipment Small wares Plan;
FOH – Dining Hall Operations	CAT 25 – Crockery/Cutlery Plan; CAT 19 – 'Look' and Merchandising Plans;
Food Safety	CAT 18 – HACCP Food Safety Plan;
Human Resources	CAT 03 - HR Plan - Recruitment and Accommodation; CAT 04 - Specialist Key Staff Plan; CAT 05 - Staff Induction and Training Plan; CAT 06 – Management and Staff Roster; CAT 07 - Uniform Plan
Procurement & Logistics	CAT 12 – Logistics and Stock Management Plan; CAT 13 - Deliveries and Security Plan;
Environment and Waste Management	CAT 16 - Stewarding Plan;

Risk Management	CAT 14 - OH&S Plan; CAT 15 - Risk Management Plan;

SCHEDULE 2

PROVISION BY SOI2023 PACIFIC GAMES ORGANISING COMMITTEE

1. **Equipment, fixtures and fittings to be provided by and at the SOL2023 PACIFIC GAMES ORGANISING COMMITTEE cost:**

- Dining area and workspace within Dining Hall.
- Sol2023 Pacific Games Organising Committee responsible to ensure that the facility is handed over to the Caterer to operate on or before *[1st October 2023]*, shall meet all relevant Solomon Islands fire and safety codes. Potable water as defined by Honiara health officials shall be provided, as well as grey water disposal.
- Provision of electricity to Service Providers equipment where required
- Consistent and reliable power 24 hours a day from *27th October 2023]*
- Tables and chairs for diners with maximum seating capacity of 216 people respectively.
- Appropriate approvals, licenses for catering structures and spaces
- Cost for setting up the kitchen site shall be at the cost of the Client. Not including and connection of water, power and equipment.

1. **Services provided by SOL2023 PACIFIC GAMES ORGANISING COMMITTEE**

- Site Security
- Accreditation if required for all workers
- Toilet facilities for Workers
- Parking area for company vehicles
- Volunteers/Staff to assist with checking of bags/tickets and assistance with clearing of takeaways etc (but not cleaning)
- Within kitchen site caterer may have space within the compound area to place reefers/storage. All costs of such to be to the client except for any work that fall under caterer responsibility. including any wiring/pow.
- The Service Provider is responsible for the safekeeping of such equipment during the period of use. Any loss or stolen equipment shall be charged to the contractor, unless

it can be determined a security lapse by the Client caused such loss to occur. Any theft of equipment by contractor's staff shall charge to the Service Provider's account.

- The Service Provider is responsible for payment of damages caused by its staff or sub-contractors for the building/areas of use during their occupancy

SCHEDULE 3

KEY PLANS (due within *30 days* of contract signing)

The successful tenderer shall need to supply the following as part of the contract agreement. The preparation of these shall need to be included in the total cost.

CAT 18: Food Safety Plan

- The Service Provider must develop and submit a Food Safety Plan.
- The Service Provider must have a Food Recall Plan in place during the Games Period.
- The Service Provider must have a Food Safety Officer on each shift in the Marquee Kitchen areas. The Service Provider must ensure that all food and beverage suppliers and other service providers have all appropriate and/or legal licenses.
- The Service Provider must ensure that all food and beverage suppliers shall provide the highest quality of ingredients as reflected in its current operations in Solomon Islands.
- Adherence to authentic cultural recipes, ingredient specifications and styles of cooking must be maintained, including using high quality ingredients such as chicken, beef, fish etc.

CAT 12: Logistics & Stock Management Plan.

The Service Provider must develop a plan, which includes the following:

- F&B Procurement Timeline
- Procurement Criteria
- Quality Assurance Program
- Safety Management

Note: must provide a plan of how local food products will be maximized. The Successful proponent MUST within 30days of award of this contract have a plan ready to present to local Co-operative suppliers in conjunction with the Client.

CAT 14: Occupational Health and Safety Plan

The Caterer must develop and implement an *OH&S Plan* specific to the provision of Catering Services OH&S policies and procedures

- Incident and accident recording and reporting systems
- Hazard identification and reporting procedures
- Safety training and induction processes
- The Service Providers appointed liaison officer for OH&S for issue resolution purposes
- Safe operating procedures for particular tasks
- Proposed site emergency procedures

4. CAT 19: Look and Merchandising Plan.

No commercial signage of products shall be permitted, with the exception of sponsor signage approved by Sol2023 Pacific Games Organizing Committees.
The Service Provider should provide a plan, which describes the key management and staff required to deliver the Scope of Work. The plan must provide details of the method; start date and country of source to recruit all key management and staff including names of individuals. The plan must include the job descriptions of the key management and staff, including the minimum qualifications and experience required to complete the job. The plan must include all the chef de cuisine positions, which shall deliver the integrity of cultural cuisines. The Service Provider must be able to demonstrate that the chefs responsible for maintaining integrity of cultural recipes and dishes do have a background of at least 5 years' experience in the key cultural cuisines.

5. CAT 03: HR Plan – Recruitment & Accommodation.

The Service Provider must develop and implement a plan to recruit, train and retain the staff to complete the scope of work. Such plan shall be submitted to SOL2023 PACIFIC GAMES ORGANISING COMMITTEE for approval.

6. CAT 04: Specialist Key Staff Plan.

The Service Provider must develop and implement a Specialist Key Staff Plan for the operational period.

7. CAT 01: Project Strategic Overview Plan.

The Service Provider must develop and obtain approval from the Client of what recycling practices, waste reduction measures and any other measures taken to support green Games shall be undertaken. All Bio takeaway & package items are used at all times

8. Insurance – General Liability and Public liability Insurance: The Service Provider shall maintain comprehensive general liability insurance coverage with a reputable insurance provider. The coverage should include, but not be limited to, bodily injury, property damage, personal injury, and products and completed operations liability. The minimum coverage limit for general liability insurance shall be) in the general aggregate and in place between *[01st, July and 31st, December, 2023].*

For complete reference to Caterer's obligations of **'Key Plans'** please refer to the following: Scope of Work document and Caterer Tender Submission.

SCHEDULE 4

EXPECTED MILESTONE DELIVERABLES

The following 2023 key milestones are established as contractual obligations

Date	Timing	Milestones
July		Contract for signing
July		Plans provided as per Schedule 3 Menu approved
July – September		Planning mobilization
		Catering Numbers advised
September		Kitchen Compound to be built *(NB: Only applicable for Don Bosco College & St. Nicholas College)*
October		Caterer has full access to site
Oct - Nov		Catering contact staring Date
		Test Catering Event up to 2,000 meals
December		Completion of catering
		Caterer to exit site

For complete reference to Caterer's obligations of **'Timeline Deliverables'** please refer to the Scope of Work document in **Schedule 1.**

SCHEDULE 5

PART A. PROPOSED PAYMENTS SCHEDULE
(Subject to negotiation)

Submission Date	Milestones (Timeline Deliverables)	Payments schedule
	Payment subject to GOC Approval of Submission	
July 2023	Signing of Contract Caterer Must; Comply with all Contract Agreement and Scope of Work obligations in Schedule 1 Submit all Project Plans and Milestone Requirements as per Schedule 3 And in accordance with the Milestone Submission Dates as per Schedule 4 Provide Performance Guarantee (as per Contract)	
July – September 2023	See terms and conditions of Mobilization payment below	50% Mobilisation Cost

	Caterer Must; Comply with all Contract Agreement and Scope of	
October – November 2023	Work obligations in Schedule 1 Submit all Project Plans and Milestone Requirements as per Schedule 3 And in accordance with the Milestone Submission Dates as per Schedule 4 Provide Performance Guarantee (as per Contract) Caterer Must; Comply with all Contract Agreement and Scope of Work obligations in Schedule 1 Submit all Project Plans and Milestone Requirements as per Schedule 3 And in accordance with the Milestone Submission Dates as per Schedule 4 Provide Performance Guarantee (as per Contract)	20% Second Payment 20% Final Payment
December	Retention	10%

PART B: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractor's performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule. This payment Schedule is made reference to Schedule 5 of the contract.

CONTRACT VALUE			**SBD$ SBD $1,187,040.00**
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No.1	50% payment shall be paid upon Service providers signing of Contract and submission of plans for CAT etc	$593,520.00	$593,520.00
Payment No.2	20% payment shall be paid upon report of procured goods, equipment site set out and commencement of catering services.	$237,408.00	$593,520.00
Payment 3 - Retention	20% payment shall be paid upon report of completion of catering, demobilization of service provider from venue.	$237,408.00	$237,408.00
Payment 4 - Retention	10% Retention payment shall be paid upon satisfactorily closing and reconciliation of delivery documentation.	$118,704.00	$118,704.00

TOTAL			$1,187,040.00

Payment Conditions

Payment shall be made in **Solomon Islands Dollars** upon the Client's receipt of an invoice and shall paid within no later than 10 business days.

All payments are subject to Caterer submission and GOC approval of Caterer's Timelines Deliverables as per;

- Schedule 1 – Scope of Work; and
- Schedule 4 – Timeline Deliverables
- Schedule 5 -Payment Schedule

Mobilisation Fee

- The Mobilisation fee is an advance payment against the costs within this contract. Full acquittal of this fee must be made, prior to any additional payments being made to the Service Provider
- The Mobilization Fee shall not be applied in any way to overheads/profit or management fees. It shall only be allowed to be applied to payments required to secure equipment, supplies, staffing associated with the delivery of the deliverables within this contract.
- The Mobilization Fee will be fully refundable to the Client, less approved costs as per the terms of this contract, in the event of a termination of the contract.

- The Client shall have all legal rights within the laws of the Solomon Islands to recover all or any of the Mobilization fee, if it is not used for the explicit purposes as set forth in this contract., and if acquittal of such payments done as part of this advance are not provided prior to the next payment milestones.

SCHEDULE 6

KEY PERFORMANCE INDICATORS

Key Performance Indicators (KPI's) shall be used as the basis of establishing the criteria for assessing the performance of the Service Provider in executing this contract.

Failure to achieve these KPI's shall result in the payment fees to be negotiated.

The expected KPI's may include:

1. Failure to provide adequate and accepted Catering project Plans.
2. Provision of all menu items as agreed or a suitable replacement item provided
3. Adherence, compliance and execution of the services all in accordance with Service Provider food safety plan
4. Substantiated claims of food poisoning arising from eating same food item at Venue Dining.
5. Requirement for Daily Reports to be provided at 11:00am each morning during Games Period including for the previous day which shall include:
    - Actual meals served included in the daily report
    - Reports of customer complaints or dissatisfaction included in the daily report
6. Daily reports of customer dissatisfaction to be addressed with 24 hours with customer via contact details on the report form.
7. Provision of the labour rosters and key staff as specified in the Plans.
8. Provision of the meals within times specified, and in accordance with delivery standards as agreed with the Client.

The inability of the caterer to achieve these KPI's or inability to rectify the issue within the timeframes set out below for more than 3 consecutive days for the period *[01st, July to 05th, December, 2023* shall constitute a breach of contract.

SCHEDULE 7

PROJECT MANAGER

The Service Provider shall nominate a single point of contact for purposes of coordination of the contract. The nominated single point of contact shall be the Service Provider's employee called the Project manager.

Project Manager

The Project Manager must be contracted within 5 days of execution of this contract.

The Project Manager shall not be changed without the approval of the Client, such approval must not to be unreasonably withheld.

The Project Manager shall be available on a regular basis between execution of this Agreement and

From *[01st, November, 2023]* until *[6th, December, 2023]*, the Project Manager shall be available on a 24 x 7 basis by call. The Project Manager must provide a phone.

The Project Manager must be in Honiara and be working at the catering venue from *[01st, October, 2023*] to *[15th, December, 2023]*. When not on duty or available, a suitable alternative shall be appointed who shall have the responsibility to act on the Project Manager's absence.

SCHEDULE 8
COSTING & PRICING

1. Costs of food/consumables/meals

The cost of this contract is based on the total numbers provided in Meal Numbers Estimate provided below.

For this contract, the estimated number of meals over the entire contract is **9,892** ***meals***.

These meals are broken only **9892** for lunch/dinners.

The cost for the **9892** by 80 sbd per meal multiplied by 1.5 or **SBD 1,187,040** The

The total value of this contract is sbd, this represents the minimum guaranteed value of this contract is **1,187,040SBD**

Note:

This pricing includes all overheads and profits. Include any consumables the Service Provider is responsible for.

2. COSTS OF AND DESCRIPTION OF EQUIPMENT

1. All Equipment is at the cost of the Caterer Company, to carry out the catering service to the Client Village contract.
2. All Fitting & furniture to the kitchen compound is the reasonability of the Service Provider's Company.

3. Labour team shall be provided by the Client for the construction of the compound under the supervision of the Caterer's Project Manager.

The Caterer must provide detail in the proposal as to why the type of equipment proposed shall accomplish the task (i.e. use of chafing dishes versus bain Maries).

Provide a description of how the equipment shall be procured—i.e. are there supply chains already in place for such equipment/ what is the purchasing cycle—including any sub contracts for equipment provision. Include description of how the equipment installation and commissioning process do shall be undertaken.

NOTE: The Service Provider is responsible for determining the equipment requirements over and above what the Client shall supply as part of its responsibility. This shall also include insuring that any equipment supplied by the Service Provider remains fully functional during the period of use and/or there is a preventive maintenance program in place.

SCHEDULE 9

PENALITIES

The following penalty rates shall be applied as penalty, 10% shall be deducted from final payments to the Service Provider.

- Failure to provide agreed to meals per day per meal within agreed operating hours- *[SBD]* per meal
- Provision of all menu items as agreed or a suitable replacement item provided- *[SBD]* per meal
- Substantiated claims of food poisoning arising from eating food item – *[SBD]* per occurrence
- Failure to the milestone specified under Schedule 4

SCHEDULE 10

SCHEDULE 10 – DAILY DEMAND SCHEDULE (SUBJECT TO CHANGE)

All Customer Groups	King George VI				
	Daily Meal Estimate				
	October	5am - 9am Breakfast	12am - 2pm Lunch	5pm - 8pm Dinner	Total Meals
Box Meals	1 Oct 2023	0	10	0	10
Box Meals	2 Oct 2023	0	10	0	10
Box Meals	3 Oct 2023	0	10	0	10
Box Meals	4 Oct 2023	0	10	0	10
Box Meals	5 Oct 2023	0	10	0	10
Box Meals	6 Oct 2023	0	10	0	10
Box Meals	7 Oct 2023	0	10	0	10
Box Meals	8 Oct 2023	0	10	0	10
Box Meals	9 Oct 2023	0	10	0	10
Box Meals	10 Oct 2023	0	10	0	10
Box Meals	11 Oct 2023	0	10	0	10
Box Meals	12 Oct 2023	0	10	0	10
Box Meals	13 Oct 2023	0	10	0	10
Box Meals	14 Oct 2023	0	10	0	10
Box Meals	15 Oct 2023	0	10	0	10
Box Meals	16 Oct 2023	0	10	0	10
Box Meals	17 Oct 2023	0	10	0	10
Box Meals	18 Oct 2023	0	10	0	10
Box Meals	19 Oct 2023	0	10	0	10
Box Meals	20 Oct 2023	0	10	0	10
Box Meals	21 Oct 2023	0	10	0	10
Box Meals	22 Oct 2023	0	10	0	10
Box Meals	23 Oct 2023	0	10	0	10
Box Meals	24 Oct 2023	0	10	0	10
Box Meals	25 Oct 2023	0	10	0	10
Box Meals	26 Oct 2023	0	10	0	10
BUMP IN	27 Oct 2023	0	88	11	99
Box Meals	28 Oct 2023	0	88	11	99
Box Meals	29 Oct 2023	0	88	11	99
Box Meals	30 Oct 2023	0	88	11	99
Box Meals	31 Oct 2023	0	88	11	99
Box Meals	1 Nov 2023	0	88	11	99
Box Meals	2 Nov 2023	0	88	11	99
OPERATION: (Meal Service Lunch Test)	3 Nov 2023	0	88	11	99
Full Meal Service	4 Nov 2023	0	88	11	99
Full Meal Service	5 Nov 2023	0	88	11	99
Full Meal Service	6 Nov 2023	0	88	11	99
Full Meal Service	7 Nov 2023	0	88	11	99
Full Meal Service	8 Nov 2023	0	88	11	99
Full Meal Service	9 Nov 2023	0	88	11	99
Full Meal Service	10 Nov 2023	0	88	11	99
Full Meal Service	11 Nov 2023	0	148	11	159
Full Meal Service	12 Nov 2023	0	88	11	99
Full Meal Service	13 Nov 2023	0	88	11	99
Village Opens	14 Nov 2023	0	141	141	282

Full Meal Service	15 Nov 2023	0	151	141	292
Full Meal Service	16 Nov 2023	0	151	141	292
Full Meal Service	17 Nov 2023	0	151	141	292
Full Meal Service	18 Nov 2023	0	151	141	292
Opening Ceremony	19 Nov 2023	0	151	141	292
Full Meal Service	20 Nov 2023	0	151	141	292
Full Meal Service	21 Nov 2023	0	151	141	292
Full Meal Service	22 Nov 2023	0	151	141	292
Full Meal Service	23 Nov 2023	0	151	141	292
Full Meal Service	24 Nov 2023	0	151	141	292
Full Meal Service	25 Nov 2023	0	151	141	292
Full Meal Service	26 Nov 2023	0	181	171	352
Full Meal Service	27 Nov 2023	0	181	151	332
Full Meal Service	28 Nov 2023	0	192	181	373
Full Meal Service	29 Nov 2023	0	192	181	373
Full Meal Service	30 Nov 2023	0	192	181	373
Full Meal Service	1 Dec 2023	0	192	181	373
Closing Ceremony	2 Dec 2023	0	192	192	384
Full Meal Service	3 Dec 2023	0	141	141	282
Full Meal Service	4 Dec 2023	0	141	141	282
Athlete Meal Service Ends - Bump Out	5 Dec 2023	0	141	141	282
Box Meals	6 Dec 2023	0	78	11	89
Box Meals	7 Dec 2023	0	78	11	89
Box Meals	8 Dec 2023	0	78	11	89
Box Meals	9 Dec 2023	0	78	11	89
Box Meals	10 Dec 2023	0	78	11	89
Box Meals	11 Dec 2023	0	78	11	89
Box Meals	12 Dec 2023	0	78	11	89
Box Meals	13 Dec 2023	0	78	11	89
Box Meals	14 Dec 2023	0	78	11	89
Box Meals	15 Dec 2023	0	78	11	89
Village Closes					
Total Meal per		0	6231	3661	9892

SCHEDULE 11

CONTACT ADDRESSES OF THE PARTIES

To: The Client

Sol2023 Pacific Games - Games Organising Committee
c/ P.O. Box 2443, Honiara
Solomon Islands

Attention: Peter Stewart, CEO
Email: PStewart@sol2023.com.sb **Telephone:** (+677) 7671670

To: The Caterer

Bliss Café

P.O Box 170, Honiara, Solomon Island

Ysato Building, common wealth street

Attention: Bronwyn Noda
Telephone: (+677) 7148185/7777770

SCHEDULE 12 – TIMELINE DELIVERABLE

GOC 2023 Timeline Deliverable	Submission Date
CAT 01 – Project Plan CAT 08 - Menu Development Plan; CAT 02 - Catering Services Timeline KIT 01 - Design Plan for Temporary Kitchen equipment and Service points; KIT 03 – Large Equipment Plan CAT 10 - Food Management Plan; CAT 09 – Five (5) Day Cycle Menu Presentation;	**July - August 2023**
CAT 03 – HR Plan – Recruitment and Accreditation Plan. CAT 04 – Specialist Key Staff Plan (Revised) CAT 05 - Staff Induction and Training Plan; CAT 06 – Management and Staff Roster; CAT 07 - Uniform Plan CAT 11 – Food and Beverage Procurement Plan Copy of public liability insurance CAT 17 - Technology Plan;	
CAT 12 – Logistics and Stock Management Plan; CAT 13 - Food Security Plan; CAT 14 - OH&S Plan; CAT 15 - Risk Management Plan; CAT 16 – Stewarding Plan; CAT 18 - Food Safety Plan CAT 22 – Site Mobilisation Plan; CAT 24 – Site Demobilisation Plan. CAT 26 – Communication Device Plan; CAT 19 – 'Look' and Merchandising Plans; CAT 20 – Equipment Small wares Plan; CAT 25 – Crockery/Cutlery Plan. Samples of packaging and disposables Proposed Final Menus Example of Caterer's Games uniform	**Aug – Sept 2023**
CAT 23 – Site Operational Plans; Revised Staff Rosters CAT A08 - Menu Development Plan Photographs Accreditation forms – 25% Accreditation forms - 50%	**Oct – Nov 2023**
Accreditation forms - 75%	
Accreditation forms - 90%	
Accreditation forms - 100%	
Delivery of Catering Service	
Caterer's Final invoice	**December 2023**