Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	21/03/2023 15:16
Transaction Number:	AGD56822

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 8,400.00
Transfer From Amount: SBD 8,400.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#546/44-GOC

Pay Date : 21/03/2023

PAID
DATE 23/03/2023
GL# —
JOB —
PAYMENT# AGD56822

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
21/03/2023 15:16 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
23/03/2023 08:20 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
23/03/2023 12:17 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
23/03/2023 12:17 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AGD56822

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 8,400.00
Transfer From Amount: SBD 8,400.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL 2023 PACIFIC GAMES

23/03/23

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 23/03/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 17/3/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2803	Transport - Other	Rubbish Load transportation from NHA office to Rubbish Dump site.	$8,400.00

Cheque No: IB TRANS for $8,400.00 Date 17/03/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by _____ Date 17/08/23

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOE - 0236/23

DEPARTMENT: GOE

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1		Raise payment to CLAY & K (SI) SERVICES for INV # 2218546, 2218544, 2218551 & 2258931. This Request is for Rubbish load transportation from NHA office to Rubbish Dump site as per Contract.	CLAY & K (SI) SERVICES	—	$8,400-00
				TOTALS	$ 8,400-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 8,400-00 Date: 9/03/23

Requisition Officer (Name): IAN FRAS Sign:

Account Code: C-2509

Account Name: Transport - Other.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie. Rence Sign:

Post: RC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 8,400-00

Signed:

Name: GOVERNMENT

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR

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: Darly. V. Thomas Date: 16/03/23

Position: P & C NHA

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC - 0236/23

DEPARTMENT: GOC

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise payment to CLAY & K (SI) SERVICES for Inv # 2218546, 2218544, 2218551 & 2258931. This Request is for Rubbish load transpritation from NHA office to Rubbish Dump site as per Contract.	CLAY & K (SI) SERVICES	53127	$8,400-00
				TOTALS	$8,400-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $8,400-00 Date: 9/03/23

Requisition Officer (Name): IAN FRAPS Sign:

Account Code: C-2809

Account Name: Transport - Other.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie. Reuce Sign:

Post: FC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 8,400-00

FC SIGNATORY REQUIRED

ED SIGNATORY REQUIRED

Signed:

Name: SNIEN

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: Emily Williams Date: 16/03/23

Position: PCC NHA

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

MINUTE **Ref:** GOC – 0236/23

To: CHIEF EXECUTIVE OFFICER, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 9/07/23

RE: PURCHASE DOCUMENT TO PROCESS FOR RUBBISH LOAD TRANSPORTATION FROM NHA OFFICE TO RUBBISH DUMP SITE.

Minute approval is sought to raise payment as refered above.

The sum of **sbd 8,400.00** defined in the attached invoices. This represent the needs as being agreed upon by GOC HR Management Team purposely for the benefit of staffs healthy working environment as moving forward in preparation for the PG 2023.

See attached for invoices no. 2218546, 2218544, 2218551 & 2258931 for your intention.

Therefore, kindly facilitate for endorsement and approval of the work budget for payment process.

Thank you.

Prepared by: Ian Irapo

Finance (GOC)

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA		
Signature:	Date: 9/03/2023	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 9/3/2023	

Original

TAX INVOICE/STATEMENT* 2218546

(*delete as appropriate)

Date 17/02/2023

To National Hosting Authority
2023 Pacific Games (GOC)

ABN (of Recipient) | Order No.

From Clay & K SI Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	R/load @ 06.02.2023	700-00		700-00
1x	R/load @ 10.02.2023	700-00		700-00
1x	R/load @ 13.02.2023	700-00		700-00
1x	R/load @ 17.02.2023	700-00		700-00
				$2,800-00

Certified

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2258931

(*delete as appropriate)

Date 06/03/2023

To National Hosting Authority.
2023 Pacific Games. (GOC)

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2x	Rubbish load on 4.03.2023. (office)	700-00		1,400-00
				$1,400-00

CLAY & K'S SERVICES
BUILDING & GENERAL CONTRACTOR
Date: 3.23
Sign:

Certified

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218551

(*delete as appropriate)

Date 22/02/2023

To National Hosting Authority
2023 Pacific Games.

ABN (of Recipient) | Order No.

From Clay & K Sl Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	R/load @	700-		700-00
				$700-00

Certified

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218544

(*delete as appropriate)

Date 03/02/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K Sl Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	load rubbish 06/01/2023	700-00		700-00
1x	Load rubbish on 12/01/2023	700-00		700-00
1x	load rubbish done on 17/01/2023	700-00		700-00
1x	R/load 27/01/2023	700-00		700-00
1x	R/load 02/02/2023	700-00		700-00
				$3,500-00

CLAY & K'S SERVICES
Date: 03/02/2023
Sign:
BUILDING & GENERAL CONSTRUCTION

Certified

TOTAL INCLUSIVE OF G. S. T.

~~Total~~ includes G. S. T. of

PACIFIC GAMES
SOLOMON ISLANDS

GAMES ORGANIZING COMMITTEE (GOC)

XVII 2023 PACIFIC GAMES

DOCUMENT RECEIVED

RECEIVED FROM: Clay $ K SI Services

AMOUNT: Eight Thousand Four hundred ($8,400)

PAYMENT FOR: Loading of rubbish from GOC office to dump @ $700 per load x 12 load.

RECEIVED BY: Maxwell Keleveq.

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	13/04/2023 11:23
Transaction Number:	AGG16971

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 3,500.00
Transfer From Amount: SBD 3,500.00
Indicative :
My Reference: Collect Rubbish

Payment Details

Account Name: Clay & K SI Service
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : Inv2218554/18556

PAID DATE 13/04/23 CHQ. No.

Pay Date : 13/04/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
13/04/2023 11:23 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
13/04/2023 15:10 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
13/04/2023 17:28 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
13/04/2023 17:28 Debbie Ofaeri Sifoni
Transaction Processed
* *

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Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Held for Authorisation
Date / Time:	13/04/2023 11:23
Transaction Number:	AGG16971

Transaction Details:
ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 3,500.00
Transfer From Amount: SBD 3,500.00
Indicative :
My Reference: Collect Rubbish

13/4/23

Payment Details

Account Name: Clay & K SI Service
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : Inv2218554/18556

Pay Date : 13/04/2023

Comments:
* * * * * * * * * * Authorisation Details * * * * * * * * * *
13/04/2023 11:23 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
* *

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NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC - 0367/23

DEPARTMENT: GOC

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise payment to CLAY & K (SI) SERVICES for INV # 2218554 & 2218556. This Request is following 5 x load and Transport of Rubbish from NHA Office as per Contract.	CLAY & K (SI) SERVICES	—	$ 3,500-00
				TOTALS	$ 3,500-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 3,500-00 Date: 4/04/23

Requisition Officer (Name): FAN FRAPO Sign:

Account Code: 6-2803

Account Name: Transport - Other.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie. Reuce Sign:

Post: RC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 3,500.00

Signed:

Name:

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

Compliance Check by: Signature

Name: Patty Thomas Date: 06/04/23

Position: DCC NHA

Threshold Checklist

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

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

MINUTE **Ref:** GOC – 0367/23

To: CHIEF EXECUTIVE OFFICER, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 5/04/23

RE: PURCHASE DOCUMENT TO PROCESS FOR 5 X RUBBISH LOAD & TRANSPORTATION FROM NHA OFFICE.

Minute approval is sought to raise payment as refered above.

The sum of **sbd 3,500.00** defined in the attached invoices. This represent the needs as being agreed upon by GOC Human Resource Management Team to facilitate payment as per services agreement.

See attached for invoices no. 2218554 & 2218556 for your intention.

Therefore, kindly facilitate for endorsement and approval of the work budget for payment process.

Thank you.

Prepared by: Ian Irapo

Finance (GOC)

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA		
Signature:	Date: 5/04/2023	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature: P.Stewart	Date: 5/4/2023	

Original

TAX INVOICE/STATEMENT* 2218556

(*delete as appropriate)

Date 03/04/2023

To National Hosting Authority
2023 Pacific Games

ABN (of Recipient) | Order No.

From Clay & K Sl Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	Rubbish load			
	28/03/2023	700-00		700-00
1x	Rubbish load			
	30/03/2023	700-00		700-00
	See delivery invoices attached			
				$1400-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218554

(*delete as appropriate)

Date 03/04/2023

To National Hosting Authority.
2023 Pacific Games.

ABN (of Recipient) | Order No.

From Clay & K Sl Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	Rubbish Collection			
	09.03.2023	700-00		700-00
1x	Rubbish Collection			
	15.03.2023	700-00		700-00
1x	Rubbish Collection			
	22.03.2023	700-00		700-00
				$2100-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE

002

Date 30/03/2023

To 2023 National Hosting Authority

Received from Clay & K SI SERVICES

The following items in good order and condition:

1 x	Load Rubbish Disposal

SECURITY OFFICER
NAME : Malleson Tiza

Recipient's Signature

Original

DELIVERY NOTE

001

Date 28/03/2023

To 2023 National Hosting Authority

Received from Clay & K SI Services

The following items in good order and condition:

1 x	load Rubbish disposal

Security Officer
: Malleson Tiza

Recipient's Signature



AGREEMENT FOR RUBBISH COLLECTION

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands**, and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

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SOLOMON ISLANDS

(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00**.

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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SOLOMON ISLANDS

C.P

with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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SOLOMON ISLANDS

(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands.

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

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(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;

(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;

(m) Death of the Ambassador; or

(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;

(b) the cause of such event; and

(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;

(b) persistent occurrences of any event of Force Majeure;

(c) Ambassador is dead;

(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;

(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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GAMES ORGANIZING
COMMITTEE
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SOLOMON ISLANDS

15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.

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GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence)
of:)
)
.....) .....
witness) **Peter Stewart** (Chief Executive Officer/CEO, Games Organising Committee/GOC)

Name of Witness (please print):

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

Signed by **Clayton Ricky Gamese** in the presence)
of:)
)
.....) .....
witness) **Clayton Ricky Gamese** (for the Service Provider)

Name of Witness (please print):

.....

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GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	•	Between 8:30am to 5pm in the afternoon
Collection per week	•	Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	•	To be carried out by employees of the Service Provider
Location of collection	•	Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

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Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	20/04/2023 15:47
Transaction Number:	AGH05531

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,100.00
Transfer From Amount: SBD 2,100.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#557&003

Pay Date : 20/04/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
20/04/2023 15:47 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
20/04/2023 16:46 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
21/04/2023 10:17 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
21/04/2023 10:17 Debbie Ofaeri Sifoni
Transaction Processed
* *

PAID
DATE 21/04/23 CHQ. No.

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Your Reference

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

Held for Authorisation
Transaction Number AGH05531

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,100.00
Transfer From Amount: SBD 2,100.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed_____ Date 20/4/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed_____ Date 20/4/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Rubbish Collection for 3 Loads on 04/04/23 - Inv 2218557	$2,100.00

Cheque No: IB TRANS for $2,100.00 Date 20/04/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 20/04/23

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC-0383/23

DEPARTMENT: GOC

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		RUBBISH COLLECTION COST FOR 3 LOADS ON 04/04/23 INV. 221857	CLAY & K SERVICE.		$2,100 —
				TOTALS	$2,100 —

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $2,100 — Date: 17/04/23

Requisition Officer (Name): [illegible] Sign: [signature]

Account Code: 6 - 2717

Account Name: Other Local Other Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): [illegible] Sign: [signature]

Post: FC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 2,100 —

Signed: [signature]

Name: Carl

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: Leeroy. B Date: 18/04/23

Position: PCM

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC-0383/23

DEPARTMENT: GOC

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		Rubbish Collection Cost for 3 Loads on 04/04/23 INV. 221857	CLA/C K Service	20142	$2,100 —
				TOTALS	$2,100 —

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $2,100 — Date: 17/04/23

Requisition Officer (Name): [illegible] Sign: [signature]

Account Code: 6 - 2717

Account Name: Other Local Other Costs

Funds available on this account: —

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Delsie. Rence Sign: [signature]

Post: EC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 2,100.-

Signed: [signature]

Name: Carl

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: Leeroy. B Date: 18/04/23

Position: PGM

18/04/23

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

MINUTE **Ref:** GOC – 0854/22

To: EXECUTIVE DIRECTOR, NHA

Thru: Finance Manager, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 11/04/2023

RE: PURCHASE DOCUMENT TO PROCESS PAYMENT TO CLAY AND K SERVICE FOR GABBAGE COLLECTION.

Minutes approval is sought to raise payment as refered above.

The sum of **SBD 2,100 as** defined in the attached Invoice. This represent a payment gabbage collection on 04/04/2023 for 3 loads @$700 per load as prescribed in their contract attached.

See attached for the invoice no. 2218557 for your checking.

Please endorsement and approve as per the working budget and process payment as soon as possible.

Prepared by: Wickly Wemu

GOC Finance

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA		
Signature:	Date: 14/04/2023	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA	Jacob Smith Acting	
Signature:	Date: 17/4/2023	

On Behalf of Peter Stewart

Original

DELIVERY NOTE

003

Date 04/04/23

To 2023 NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

3 x	load Rubbish Disposed

SECURITY OFFICER:

NAME: Mellson TUIA

Recipient's Signature

Original

TAX INVOICE/STATEMENT 2218557

(*delete as appropriate)

Date 11.04.2023

To National Hosting Authority
2023 Pacific Games

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
3 x	load Rubbish @ $700			$2100-00
	04/04/2023.			

See attached delivery note

CLAY & K S SERVICES
BUILDING & GENERAL CONSTRUCTION
Date: 11/04/2023
Sign:

$2100-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	27/04/2023 09:19
Transaction Number:	AGH78579

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,100.00
Transfer From Amount: SBD 2,100.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

PAID
DATE 28/4/23 CHQ. No.

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#558&559-GOC

Pay Date : 27/04/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
27/04/2023 09:19 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
27/04/2023 17:11 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
28/04/2023 13:09 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
28/04/2023 13:09 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AGH78579

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,100.00
Transfer From Amount: SBD 2,100.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023 PACIFIC GAMES

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 24/4/23
IF DIRECT CREDITS ISSUED: BANK REF #: _____ Signed _____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 26/4/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Rubbish Collection for GOC office on 13/04/23 3 x Loads	$2,100.0

Cheque No: IB TRANS for $2,100.00 Date 26/04/2023

Signature of claimant _____

PRINT NAME: _____

Payment Voucher Prepared by _____ Date 26/04/2

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC0419/23

DEPARTMENT: GOC

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		RUBBISH COLLECTION FOR GOC OFFICE ON 13/04/23 3X LOAD. INV. 2218558/2218559	CLAY & IC SERVICE		~~$700~~ $2,100 ~~$2100~~
				TOTALS	~~$ 100~~

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): ~~$400~~ $2,100 Date: 24/04/23

Requisition Officer (Name): Wilma Sign:

Account Code: 6-2717

Account Name: Other Local Other Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie. Renee Sign:

Post: FC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 21

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Date: 25/04/23

Position: PCC NHA

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC 0419/23

DEPARTMENT: GOC

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		RUBBISH COLLECTION FOR GOC OFFICE ON 13/04/23 3x LOAD. INV. 2218558/2218559	CLEANTEC SERVICE		~~$100~~ $2,100 ~~$100~~ $2100
				TOTALS	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): ~~$100~~ $2100 Date: 24/04/23

Requisition Officer (Name): [illegible] Sign:

Account Code: 26427

Account Name: Other Local Other Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie Renee Sign:

Post:

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Date: 25/4/23

Position: DCC NHA

25/4/23

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

MINUTE **Ref:** GOC – 0854/22

To: EXECUTIVE DIRECTOR, NHA

Thru: Finance Manager, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 20/04/2023

RE: PURCHASE DOCUMENT TO PROCESS PAYMENT TO CLAY AND K SERVICE FOR GABBAGE COLLECTION.

Minutes approval is sought to raise payment as refered above.

The sum of ~~SBD 700~~ $2,100- as defined in the attached Invoice. This represent a payment of rubbish collection on 13/04/2023 1x load @$700 per load as prescribed in their contract attached. ALSO ON 19 AND 21ST APRIL 2 X LOADS.

See attached for the invoice no. 2218558 / 2218559 ✓ for your checking.

Please endorsement and approve as per the working budget and process payment as soon as possible.

Prepared by: Wickly Wemu

GOC Finance

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA	
Signature:	Date: 20/04/2023

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA — Jack Smith Acting	
Signature:	Date: 21/4/23

WP Code: 6-7500-02

WP Name: Office Cleaning/Supplies

GOC Function Code: 1003.

Original

TAX INVOICE/STATEMENT 2218558

(*delete as appropriate)

Date 17/04/2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K SI Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	load rubbish	700-00		$ 700-00
	See delivery Inv att.			
	18/4/23			$ 700-00

CLAY & K'S SERVICES
Date: 17 APR 2023
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 004

Date 13/04/23

To 2023 NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	Load Rubbish Disposal

SECURITY OFFICER
NAME: Malleson Tega

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218559

(*delete as appropriate)

Date 24/04/2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2x	R/load	700-00		1400-00
	1. 19/04/2023			
	2. 21/04/2023			
	Pls see delivery notes attached.			
				$1,400-00

CLAY & K S SERVICES
Date 24/04/2023
Sign
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 005

Date 19/04/2023

To 2023 NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1x	Load Rubbish Disposal

Finance Officer
~~SECURITY OFFICER~~
NAME: IAN

Recipient's Signature

Original

DELIVERY NOTE

006

Date 21/04/23

To 2023 NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1	x LOAD RUBBISH DISPOSAL

Confirmed pick-up

Cameron N.

Recipient's Signature

21.4.2023



AGREEMENT FOR RUBBISH COLLECTION

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands**, and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

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SOLOMON ISLANDS

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(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00**.

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

C.P

with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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SOLOMON ISLANDS

(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands.

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;

(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;

(m) Death of the Ambassador; or

(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;

(b) the cause of such event; and

(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;

(b) persistent occurrences of any event of Force Majeure;

(c) Ambassador is dead;

(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;

(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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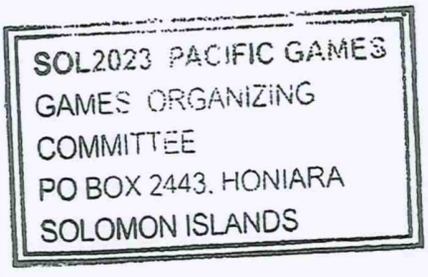
SOLOMON ISLANDS

15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.



The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence)
of:)
)
.....) .....
witness) **Peter Stewart** (Chief Executive Officer/CEO, Games Organising Committee/GOC)

Name of Witness (please print):

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

Signed by **Clayton Ricky Gamese** in the presence)
of:)
)
.....) .....
witness) **Clayton Ricky Gamese** (for the Service Provider)

Name of Witness (please print):

.....

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COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	• Between 8:30am to 5pm in the afternoon
Collection per week	• Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	• To be carried out by employees of the Service Provider
Location of collection	• Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

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SOLOMON ISLANDS

Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	15/05/2023 12:44
Transaction Number:	AGJ84948

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 1,400.00
Transfer From Amount: SBD 1,400.00
Indicative :
My Reference: Rubbh Collection

Payment Details

Account Name: Clay & K SI Service
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : Inv2218560



Pay Date : 15/05/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
15/05/2023 12:44 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
16/05/2023 10:42 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
16/05/2023 15:13 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
16/05/2023 15:13 Debbie Ofaeri Sifoni
Transaction Processed
* *

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ANZ Logo

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Held for Authorisation
Date / Time:	15/05/2023 12:44
Transaction Number:	AGJ84948

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
16/05/23
SOL2023 PACIFIC GAMES

Transaction Details:
ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 1,400.00
Transfer From Amount: SBD 1,400.00
Indicative :
My Reference: Rubbh Collection

Payment Details

Account Name: Clay & K SI Service
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : Inv2218560

Pay Date : 15/05/2023

Comments:
* * * * * * * * * * Authorisation Details * * * * * * * * * * *
15/05/2023 12:44 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
* *

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PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 16/05/23
IF DIRECT CREDITS ISSUED: BANK REF #: _____ Signed _____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 15/5/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Loading and Clearing of Rubbish bins at GOC Office.	$1,400.00

Cheque No: IB TRANS for $1,400.00 Date 15/05/2023

Signature of claimant _____

PRINT NAME: _____

Payment Voucher Prepared by _____ Date 15/05/23

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: 40C-0488/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
		LOADING + CLEARING OF RUBBISH BINS AT GOC. OF OFFICE SEAKING BUILDING 2 LOADS @ 700 — INV. 2218560	CLAY + K SERVICES.		$1,400— 2 $1,400—
				Total:	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $1,400— Date: 08/05/23.

Requisition Officer (Name): WWERRU. Sign:

Supervisors Certification (Accountable Officer)

Certifying Officer (Name): Deldave Ronce Sign:

Position: RC

Department/Committee: NHA

Account Code No: 6-2717

Account Name: Motors local other costs

Funds available on this account:

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL2023 PACIFIC GAMES

Authority is granted for expenditure not exceeding:

SBD$ 1,400—00

Signed:

Name: Conley

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Leeroy. B Date: 12/5/23

Position: PCM

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

4-3000-02-08.

Original

DELIVERY NOTE 008

Date 26th/04/23

To 2023 NATIONAL AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL
	CONFIRM COLLECTED
	DANIEL DAFOE

Recipient's Signature

Original

DELIVERY NOTE 009

Date 28/04/23

To 2023 NATIONAL AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218560

(*delete as appropriate)

Date 04/05/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K S Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2	x load Rubbish disposal	700—00		1,400—00
	See delivery notes attached.			
				$1,400—00

CLAY & K S SERVICES
BUILDING & GENERAL CONSTRUCTION
Date: 04/5/23
Sign:

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

MINUTE **Ref:** GOC – /23

To: CHIEF EXECUTIVE OFFICER GOC _____

From: FINANCE & PROCU, GOC _____ **Date:** 8/05/2023

RE: PURCHASE DOCUMENT TO PROCESS FOR LOAD RUBBISH DISPOSAL. - CLAY & K.SI SERVICES.

Minutes approval is sought to raise payment as refered above.

The sum of **SBD1,400.00** defined in the attached invoice. This represent the need for collection and loading of rubbish disposals.

See attached invoice for your checking.

Therefore, kindly request for endorsement and approval of the working budget as moving on forward with the payment processing.

Prepared by: Florence Masiha

Procurement/Asset Tracker (GOC)

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA		
Signature:	Date: 09/05/2023	

Approval by:

Mr. Peter Stewart Jacksmith Ag. **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 10/5/23	

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	23/05/2023 10:19
Transaction Number:	AGK78192

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 1,400.00
Transfer From Amount: SBD 1,400.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#2218561

PAID
DATE 23/05/23 V.Q. No.

Pay Date : 23/05/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
23/05/2023 10:19 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
23/05/2023 20:18 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
24/05/2023 10:39 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
24/05/2023 10:39 Debbie Ofaeri Sifoni
Transaction Processed
* *

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PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 23/05/23
IF DIRECT CREDITS ISSUED: BANK REF #: _____ Signed _____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 22/5/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	2 x loads of Rubbish - Sea king Office-NHA	$1,400.00

Cheque No: IB TRANS for $1,400.00 Date 22/05/2023

Signature of claimant _____

PRINT NAME: _____

Payment Voucher Prepared by _____ Date 22/5/23

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC-0529/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
		COST OF 2 LOADS OF RUBBISH COLLECTION AT SEAKING BUILDING OFFICE AS PER CONTRACT. INV. 221856/	CLAY & K SERVICES..		$1,400 — 2
				Total:	$1,400 —

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $1,400 — Date: 17/05/23

Requisition Officer (Name): WVENNN Sign:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie. Renua Sign:

Position: PE NHA

Department/Committee:

Account Code No: 6-2717

Account Name: Other local other Costs

Funds available on this account:

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL 2023 PACIFIC GAMES

Authority is granted for expenditure not exceeding:

SBD$ 1,400 — w

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Bentley V. Thomas Date: 18/05/23

Position: PCC NHA

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

NATIONAL HOSTING AUTHORITY

GOC-0529/23

PURCHASE REQUISITION

REQUISITION NUMBER:

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
		COST OF 2 LOADS OF RUBBISH COLLECTION AT SEAKING BUILDING OFFICE AS PER CONTRACT. INV. 221856	CLAY & K SERVICES	23/05/17	$1,400 — 2 — $1,400
				Total:	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $1,400 — Date: 17/05/23

Requisition Officer (Name): [illegible] Sign:

Account Code No: 6-2719

Account Name: Other local other Costs

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie. Rencil Sign:

Position: NHA.

Department/Committee:

Authority is granted for expenditure not exceeding:

SBD$ 1,4[illegible]

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: 23/05 Signature

Name: Derly. L. Thomas Date: 18/05/23

Position: PCC NHA

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

MINUTE **Ref:** GOC – /23

To: CHIEF EXECUTIVE OFFICER GOC _____

From: FINANCE & PROCU, GOC _____ **Date:** 15/05/2023

RE: PURCHASE DOCUMENT TO PROCESS FOR 2 LOADS OF RUBBISH DISPOSAL. - CLAY & K.SI SERVICES.

Minutes approval is sought to raise payment as refered above.

The sum of **SBD1,400.00** defined in the attached invoice. The payment was due for 2 loads of rubbish disposal for GOC office.

See attached invoice for your checking.

Therefore, kindly request for endorsement and approval of the working budget as moving on forward with the payment processing.

Prepared by: Florence Masiha

Procurement/Asset Tracker (GOC)

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA	
Signature:	Date: 16/05/2023

Approval by:

Mr. Peter Stewart Jack Smith **Chief Executive Officer** Acting CEO Games Organizing Committee/NHA	
Signature:	Date: 18/5/23

Original

TAX INVOICE/STATEMENT 2218561

(*delete as appropriate)

Date 08/05/2023

To National Hosting Authority.

ABN *(of Recipient)* | Order No.

From Clay & K Services.

ABN *(of Supplier)*

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2x	load rubbish disposal.	700-00		1,400-00
	Pls see delivery notes attached.			
				$1,400-00

CLAY & K'S SERVICES
Date: 8/5/2023
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 011

Date 05/05/2023

To National Hosting Authority

Received from Clay & K SI ServiCes

The following items in good order and condition:

1x	load rubbish Disposal.
	Security
	Malakai Tuzakana

Recipient's Signature

Original

DELIVERY NOTE 010

Date 03/05/23

To 2023 NATIONAL AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	19/06/2023 11:02
Transaction Number:	AGO00938

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 4,200.00
Transfer From Amount: SBD 4,200.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : Rubbish-May 23

Pay Date : 19/06/2023

PAID
DATE 19/06/23 CHQ. No.

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
19/06/2023 11:02 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
19/06/2023 13:57 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
19/06/2023 14:22 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
19/06/2023 14:22 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AGO00938

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 4,200.00
Transfer From Amount: SBD 4,200.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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



9/6/23

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 14/6/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 14/6/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Being for 6 x Rubbish collection & Transportation.	$4,200.00

Cheque No: IB TRANS for $4,200.00 Date 13/06/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 13/06/23

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOZ - 0656/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise payment to CLAY & K (SI) SERVICES for inv # 2218567, 2218564 & 2218565. This Request being for 6 x Rubbish collection & transportation as per signed Contract.	CLAY & K (SI) SERVICES	—	$ 4,200-00
				Total:	$ 4,200-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 4,200-00 Date: 7/06/23

Requisition Officer (Name): IAN AKARO Sign:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie. Ranco Sign:

Position: Re NHA

Department/Committee:

Account Code No: 6-2717

Account Name: Other local other Costs.

Funds available on this account:

Authority is granted for expenditure not exceeding:

SBD$ 4,200-00

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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	

REC DATE 13/6/23 SIGN

Compliance Check by: Signature

Name: Danny V. Thomas Date: 12/06/23

Position: PCE NHA

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOL-0656/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise payment to CLAY & K (SI) SERVICES for inv # 2218567, 2218564 & 2218565. This Request being for 6 x Rubbish collection & transportation as per signed contract	CLAY & K (SI) SERVICES	14/6/23	$ 4,200-00
				Total:	$ 4,200-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 4,200-00 Date: 7/06/23

Requisition Officer (Name): IAN FIKIAPO Sign:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie. Pierce Sign:

Position: PC NHA

Department/Committee:

Account Code No: C-2717

Account Name: Other Local Other Costs.

Funds available on this account:

Authority is granted for expenditure not exceeding:

SBD$ 4,200-00

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Danny V. Thomas Date: 12/06/23

Position: PCC NHA

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

MINUTE **Ref:** GOC – 0656/23

To: CHIEF EXECUTIVE OFFICER, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 7/06/23

RE: PURCHASE DOCUMENT TO PROCESS FOR (6) SIX LOADS OF RUBBISH COLLECTION & TRANSPORTATION FROM NHA OFFICE.

Minute approval is sought to raise payment as refered above.

The sum of **sbd 4,200.00** defined in the attached invoices. This represent the needs as being agreed upon by GOC Human Resource Management Team to ease payment as per services agreement.

See attached for invoices no. 2218567, 2218564 & 2218565 for your intention.

Therefore, kindly facilitate for endorsement and approval of the work budget for payment process.

Thank you.
Prepared by: Ian Irapo
Finance (GOC)

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA		
Signature:	Date: 8/06/2023	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 8/6/23	

C ginal

DELIVERY NOTE

015

Date 23/05/2023

To National Hosting Authority.
2023 Pacific Games

Received from
Clay & K Sl Services.

The following items in good order and condition:

1 x	load rubbish.

Secretary

Michael.

Recipient's Signature

C ginal

TAX INVOICE/STATEMENT* 2218565

(*delete as appropriate)

Date 30/05/2023

To National Hosting Authority.
2023 Pacific Games.

ABN (of Recipient) | Order No.

From Clay & K Sl Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2 x	R/Disposal	700—		1,400-00
	Pls see D/Invice attached.			
	for 23.05.2023 & 25.05.2023			
				$1,400-00

CLAY & K'S SERVICES
Date: 30/05/2023
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G.S.T.

Total includes G.S.T. of

Original

DELIVERY NOTE

012

Date 09/05/2023

To National Hosting Authority

Received from Clay & K Sl Services

The following items in good order and condition:

1x4	Rubbish Disposal.

Returned by

WASTES - Garage

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218564

(*delete as appropriate)

Date 22/05/2023

To National Hosting Authority

2023 Pacific Games.

ABN (of Recipient) | Order No.

From Clay & K Sl Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2x	R/I Disposal	700-00		1400-00
	09.05.2023			
	16.05.2023			
	P/s see D/Note attached.			

CLAY & K'S SERVICES
Date: 22/05/2023
Sign:.....
BUILDING & GENERAL CONTRACTOR

$1400-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218567

(*delete as appropriate)

Date 06/06/2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K S1 Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2 x	load Rubbish	700		1,400-00
	Pls see delivery attached.			

CLAY & K S SERVICES
Date 06/06/2023
Sign
BUILDING & GENERAL CONSTRUCTION

$1400-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 014

Date 16/05/2023

To National Hosting Authority

Received from Clay & K S1 Services

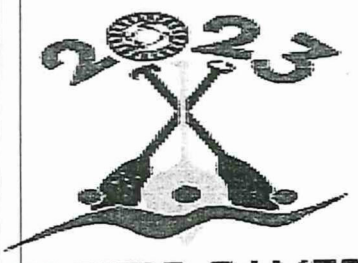
The following items in good order and condition:

1x	R1 Disposal.

Security Thug

Michael

Recipient's Signature



AGREEMENT FOR RUBBISH COLLECTION

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands**, and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

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SOLOMON ISLANDS

(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00.**

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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SOLOMON ISLANDS

with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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SOLOMON ISLANDS

(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands.

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

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(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;

(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;

(m) Death of the Ambassador; or

(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;

(b) the cause of such event; and

(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;

(b) persistent occurrences of any event of Force Majeure;

(c) Ambassador is dead;

(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;

(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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SOLOMON ISLANDS

15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.

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PO BOX 2443. HONIARA
SOLOMON ISLANDS

The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence)
of:)
)
.....) .....
witness) **Peter Stewart** (Chief Executive Officer/CEO, Games Organising Committee/GOC)

Name of Witness (please print):

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

Signed by **Clayton Ricky Gamese** in the presence)
of:)
)
.....) .....
witness) **Clayton Ricky Gamese** (for the Service Provider)

Name of Witness (please print):

.....

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SOLOMON ISLANDS

Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	• Between 8:30am to 5pm in the afternoon
Collection per week	• Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	• To be carried out by employees of the Service Provider
Location of collection	• Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

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Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

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PO BOX 2443, HONIARA
SOLOMON ISLANDS

Original

DELIVERY NOTE

018

Date 02.06.2023

To National Hosting Authority.

Received from Clay & K SI Services

The following items in good order and condition:

1x	R/ Collection.

Recipient's Signature

Original

DELIVERY NOTE

017

Date 30.05.2023

To National Hosting Authority

Received from Clay & K SI Services.

The following items in good order and condition:

1x	R/ Collection.

Recipient's Signature

C iginal

DELIVERY NOTE

016

Date 25/05/23

To NATIONAL HOSTING AUTHORITY

Received from CLAYE & K SI SERVICES

The following items in good order and condition:

1	x R/ Dispenser

Recipient's Signature Fana. J

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: Clay & K (SF) SERVICES

1) Requisition	☑	Sign by FC		Sign by ED	01/2016
2) Payment Voucher	☑	Sign by FC		Sign by ED	01/3/16
3) LPO	☐	Sign by FC		Sign by ED	
4) IB Authorisations	☑	Authorised by FC		Authorised by ED	

Comments:

GOC

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	30/06/2023 12:03
Transaction Number:	AGP38396

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 1,400.00
Transfer From Amount: SBD 1,400.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#2218568

Pay Date : 30/06/2023

PAID DATE 3/07/23 CHQ. No.

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
30/06/2023 12:03 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
30/06/2023 15:04 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
03/07/2023 11:50 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
03/07/2023 11:50 Debbie Ofaeri Sifoni
Transaction Processed
* *

©Copyright Australia and New Zealand Banking Group Limited ABN 11 005 375 522, 1996-2023. ANZ's colour blue is a trade mark of ANZ.

Your Reference

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

Held for Authorisation
Transaction Number AGP38396

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 1,400.00
Transfer From Amount: SBD 1,400.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL 2023 PACIFIC GAMES

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 30/6/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 29/6/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2402	Hire Plant & Vehicles	Being for 2 x Load of Rubbish from NHA Compound on 19/06/23 as per Contract. - GOC	$1,400.00

Cheque No: IB TRANS for $1,400.00 Date 29/06/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 29/06/23

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GPR – 0690/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise Payment to CLAY & K(SI) SERVICES for invoice # 2218568. This Request being for 2X load of rubbish from NHA compound on 19/06/23. as Per Contract.	CLAY & K (SI) SERVICES	—	$ 1,400-00
				Total:	$ 1,400-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 1,400-00 Date: 23/06/23

Requisition Officer (Name): IAN IRAFO Sign:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie. Rence Sign:

Position: FC

Department/Committee: NHA

Account Code No: 6-2402

Account Name: Mine plant/vehicl.

Funds available on this account:

Authority is granted for expenditure not exceeding:

SBD$ 1,400-00

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Leerod. B Date: 27/06/23

Position: PCM

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC - 0690/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise Payment to CLAY & K(SI) SERVICES for invoice # 2218568. This Request being for 2 X load of rubbish from NHA Compound on 19/06/23. as Per Contract.	CLAY & K(SI) SERVICES		$ 1,400-00
				Total:	$ 1,400-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 1,400-00 Date: 23/06/23

Requisition Officer (Name): IAN IRAPO Sign:

Account Code No: 14-6-2402

Account Name: Drive Plant/vehicl.

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie. Rance Sign:

Position: FC

Department/Committee: NHA

FC SIGNATORY REQUIRED

Authority is granted for expenditure not exceeding:

SBD$ 1,400-00

Signed:

Name: CMG

FD SIGNATORY REQUIRED

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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	

30/6/23

Compliance Check by: Signature

Name: Leerog. B Date: 27/06/23

Position: PCM

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

MINUTE **Ref:** GOC – 0690/23

To: CHIEF EXECUTIVE OFFICER, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 26/6/23

RE: PURCHASE DOCUMENT TO PROCESS FOR (2) SIX LOADS OF RUBBISH COLLECTION & TRANSPORTATION FROM NHA OFFICE.

Minute approval is sought to raise payment as refered above.

The sum of **sbd 1,400.00** defined in the attached invoices. This represent the needs as being agreed upon by GOC Human Resource Management Team to ease payment as per services agreement.

See attached for invoices no. 2218568 for your intention.

Therefore, kindly facilitate for endorsement and approval of the work budget for payment process.

Thank you.
Prepared by: Ian Irapo

Finance (GOC)

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA		
Signature:	Date: 26/6/2023	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 26/6/23	

Original

TAX INVOICE/STATEMENT* 2218568

(*delete as appropriate)

Date 19/06/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2 x	load rubbish	700-00		1,400-00
	P/s see Delivery Notes attached.			
				$ 1400-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

CLAY & K'S SERVICES
Date: 19/06/23
Sign:
BUILDING & GENERAL CONSTRUCTION

Received
23/06/2023

Original

DELIVERY NOTE 020

Date 13/06/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K ST SERVICES

The following items in good order and condition:

1	x LOAD R/DISPOSAL

Recipient's Signature

Original

DELIVERY NOTE 019

Date 06/06/2023

To National Hosting Authority.

Received from Clay & K SI Services

The following items in good order and condition:

1	x LOAD R/DISPOSAL

Recipient's Signature

Original

RECEIPT 33

Date 20/06/2023

Received from National Hosting Authority

The sum of Four thousand two hundred dollars only ———

Being for Inv# 2218564 $1400
✓✓ 2218565 $1400
✓✓ 2218567 $1400

$ 4200-00

LAY & K S SERVICES
BUILDING & GENERAL CONSTRUC
Signature



AGREEMENT FOR RUBBISH COLLECTION

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands**, and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00**.

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands.

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

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(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;

(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;

(m) Death of the Ambassador; or

(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;

(b) the cause of such event; and

(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;

(b) persistent occurrences of any event of Force Majeure;

(c) Ambassador is dead;

(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;

(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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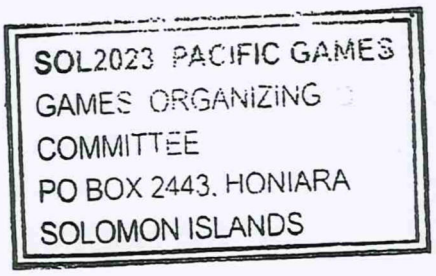
15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.



The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence)
of:)
)
.....) .....
witness) **Peter Stewart** (Chief Executive Officer/CEO, Games Organising Committee/GOC)

Name of Witness (please print):

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

Signed by **Clayton Ricky Gamese** in the presence)
of:)
)
.....) .....
witness) **Clayton Ricky Gamese** (for the Service Provider)

Name of Witness (please print):

.....

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Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	• Between 8:30am to 5pm in the afternoon
Collection per week	• Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	• To be carried out by employees of the Service Provider
Location of collection	• Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

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Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

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2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CLAY & K SERVICE.

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

19/7/23

Comments:



ANZ

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	19/07/2023 12:16
Transaction Number:	AGR54329

Transaction Details:
ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 4,200.00
Transfer From Amount: SBD 4,200.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

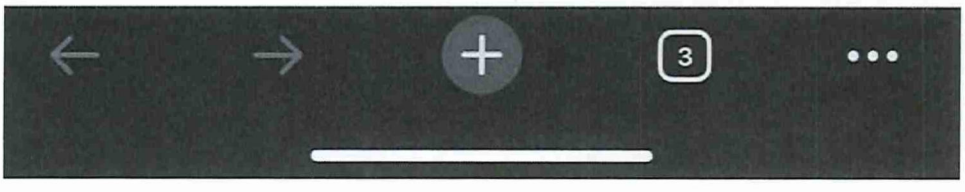
Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#2218569/70/7

Pay Date : 19/07/2023

Comments:
* * * * * * * * * * * Authorisation Details * * * * * * * * * * * *
19/07/2023 12:16 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
20/07/2023 10:50 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : Verified
20/07/2023 12:36 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
20/07/2023 12:36 Debbie Ofaeri Sifoni
Transaction Processed
* *

PAID
DATE 20/7/23 CHQ. No.

©Copyright Australia and New Zealand Banking Group Limited ABN 11 005 375 522, 1996-2023. ANZ's colour blue is a trade mark of ANZ.



Your Reference

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

Held for Authorisation
Transaction Number AGR54329

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 4,200.00
Transfer From Amount: SBD 4,200.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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



PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 19/7/23
IF DIRECT CREDITS ISSUED: BANK REF #: _____ Signed _____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 19/07/2023

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Being for Rubbish collection. Inv#2218569/70/71	$4,200.00

Cheque No: IB TRANS for $4,200.00 Date 19/07/2023

Signature of claimant _____

PRINT NAME: _____

Payment Voucher Prepared by _____ Date 19/07/23

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC - 0808/23.

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
		RUBBISH COLLECTION CHARGES AS PER CONTRACT. 6 x @ $700 per load.	CLAY & K SERVICE.		$4,200 —
		INV. 221859/10/11			$4,200 —
				Total:	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $4,200 — Date: 13/07/23.

Requisition Officer (Name): WWEGUU Sign:

Account Code No: 6-2717

Account Name: other Local office costs.

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): R Rasu Sign:

Position: FAM

Department/Committee: NHA/ GOC

Authority is granted for expenditure not exceeding:

SBD$ 4,200 —

Signed:

Name:

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR 2023 PACIFIC GAMES

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Bailey V. Thomas Date: 17/07/23

Position: PCC NHA

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC-0808/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
		RUBBISH COLLECTION CHARGES AS PER CONTRACT. 6 x @700 per load. INV. 2218569/10/11	CLAY & K SERVICE. 19/10/23		$4,200
				Total:	$4,200

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $4,200 Date: 13/01/23.

Requisition Officer (Name): Sign:

Account Code No: 6-2717

Account Name: other local office costs.

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): R Pikaso Sign:

Position: FAL

Department/Committee: NHA/GOC

Authority is granted for expenditure not exceeding:

SBD$ 4,200

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Shirley V. Thomas Date: 17/07/23

Position: PCC NHA

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

MINUTE **Ref:** GOC – /23

To: EXECUTIVE DIRECTOR, NHA

Thru: Finance Manager, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 13/07/2023

RE: PURCHASE DOCUMENT TO PROCESS PAYMENT TO CLAY & K.

Minutes approval is sought to raise payment as refered above.

The sum of **SBD 4,200.00 as** defined in the attached Invoice. This represent a payment of rubbish collection for 6 loads @$700 per load as prescribed in their contract attached.

See attached for the invoice no. 2218560/70/71 for your checking.

Please endorsement and approve as per the working budget and process payment as soon as possible.

Prepared by: Wickly Wemu

GOC/Finance

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA		
Signature:	Date: 13/07/2023	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 13/7/23	

Original

TAX INVOICE/STATEMENT* 2218569

(*delete as appropriate)

Date 27/06/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2 x	RI disposal	700-00		1,400-00
	Pls see doc attached.			
			$	140-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

CLAY & K S SERVICES
Date: 27/06/23
Sign:
BUILDING & GENERAL CONSTRUCTION

Original

DELIVERY NOTE 021

Date 20/06/2023

To National Hosting Authority.

Received from Clay & K

The following items in good order and condition:

1 x	Rubbish Collection.

Recipient's Signature

Original

DELIVERY NOTE

022

Date 22/06/2023

To National Hosting Authority

Received from Clay & K SI Services

The following items in good order and condition:

1x	R/ Disposal load.

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218570

(*delete as appropriate)

Date 06/07/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2x	load R/D	700-00		1400-00
	Pls see D/Dockets attached.			
				$ 1400-00

CLAY & K S. SERVICES
Date: 6/07/2023
Sign:
BUILDING & GENERAL CONTRACTORS

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 023

Date 27/06/2023

To National Hosting Authority.

Received from Clay & K SI Services

The following items in good order and condition:

1x	RI Disposal.

Recipient's Signature M Michael

Original

DELIVERY NOTE 024

Date 29/06/2023

To National Hosting Authority.

Received from Clay & K SI Services

The following items in good order and condition:

1x	RI Disposal.

Recipient's Signature M Michael

Original

TAX INVOICE/STATEMENT* 2218571

(*delete as appropriate)

Date 12/07/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K SI Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2 x	RI Disposal	700—00		1400—00
	Pls see			
	DI pockets attached.			
				$1400—00



TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 025

Date 04/07/2023

To National Hosting Authority

Received from Clay & K SI Services

The following items in good order and condition:

1 x	RI Disposal.

Recipient's Signature M.Chee

Original

DELIVERY NOTE

026

Date 06/07/2023

To National Hosting Authority.

Received from Clay & K SI Services.

The following items in good order and condition:

1	x R/Load Disposal.

Recipient's Signature Michael



AGREEMENT FOR RUBBISH COLLECTION

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands**, and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

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(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00**.

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands.

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

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(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;

(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;

(m) Death of the Ambassador; or

(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;

(b) the cause of such event; and

(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;

(b) persistent occurrences of any event of Force Majeure;

(c) Ambassador is dead;

(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;

(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.

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The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence)
of:)
)
.....) .....
witness) **Peter Stewart** (Chief Executive Officer/CEO, Games Organising Committee/GOC)

Name of Witness (please print):

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

Signed by **Clayton Ricky Gamese** in the presence)
of:)
)
.....) .....
witness) **Clayton Ricky Gamese** (for the Service Provider)

Name of Witness (please print):

.....

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Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	• Between 8:30am to 5pm in the afternoon
Collection per week	• Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	• To be carried out by employees of the Service Provider
Location of collection	• Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

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Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

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2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CLAY & K GD 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	
10/8/23 4) IB Authorisations	☑	Authorised by FC		Authorised by ED	

Comments:

GOC

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	10/08/2023 15:27
Transaction Number:	AGU34205

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,800.00
Transfer From Amount: SBD 2,800.00
Indicative :
My Reference: Rubis/Collec-NHA



Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#572&573

Pay Date : 10/08/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
10/08/2023 15:27 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
10/08/2023 18:15 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : Verified
11/08/2023 14:10 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
11/08/2023 14:10 Debbie Ofaeri Sifoni
Transaction Processed
* *

©Copyright Australia and New Zealand Banking Group Limited ABN 11 005 375 522, 1996-2023. ANZ's colour blue is a trade mark of ANZ.

Your Reference

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

Held for Authorisation
Transaction Number AGU34205

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,800.00
Transfer From Amount: SBD 2,800.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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

10/8/23

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023 PACIFIC GAMES

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 10/8/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 10/8/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Being for 4 x Loads of Collection of Rubbish at NHA Office Seaking building.	$2,800.00

Cheque No: IB TRANS for $2,800.00 Date 10/08/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 10/08/23

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GPC-0927/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
		COST 4X LOADS OF RUBBISH COLLECTION / DISPOSED AS PER CONTRACT. INV. 2218572/23	CLAY & K (SI) SERVICES.		$2,800 — 2 $2,800 —
				Total:	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $2,800 — Date: 2/8/23

Requisition Officer (Name): LUKE Sign:

Account Code No: 6-2717

Account Name: Other local other G&S

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie Renee Sign:

Position: PC

Department/Committee: NHA

Authority is granted for expenditure not exceeding:

SBD$ 2,800

Signed:

Name:

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR 2023 PACIFIC GAMES

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: P. Amore Date: 7/8/23

Position: NHA PCM

White Copy -NHA FINANCE

Pink Copy - Compliance Unit/Department

Blue Copy - Requisition Department

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC-0921/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		COST 4X LOADS OF RUBBISH COLLECTION / DISPOSED AS PER CONTRACT. INV. 2218572/13	CLAY & K (SI) SERVICES LTD	5124	$2,800 — $2,800 —
				Total:	

Approval is requested to Incur expenditure on the above

Estimated Cost (SBD): $2,800 — Date: 2/8/23

Requisition Officer (Name): LUKEMA Sign:

Account Code No: 6-2217

Account Name: Other local office costs

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie Renee Sign:

Position: FC

Department/Committee: NHA

Authority is granted for expenditure not exceeding:

SBD$ 2,800 —

Signed:

Name: CM

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: T. Hunare Date: 7/8/23

Position: PCM

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

Original

TAX INVOICE/STATEMENT* 2218572

(*delete as appropriate)

Date 24/07/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Align Timber Milling

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2x	R/L Collection	700—00		1400—00
	Pls see D/Dockets attached.			
				$ 1400—00

CLAY & K'S SERVICES BUILDING & GENERAL CONSTRUCTION Date: 24/07/2023 Sign:

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 028

Date 13/07/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K'S SERVICES

The following items in good order and condition:

1 x	R/Disposal

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218573

(*delete as appropriate)

Date 27/07/2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2x	R/Collection	700-00		1400-00
	Pls see Dockets attached.			

CLAY & K S SERVICES
Date 27/7/23
Sign
BUILDING & GENERAL CONSTRUCTION

$1400-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 027

Date 11/07/2023

To National Hosting Authority

Received from Clay & K SI Services

The following items in good order and condition:

1	x R/ Disposal.

Recipient's Signature MIChall

Original

DELIVERY NOTE 029

Date 18/07/23

To National Hosting Authority

Received from Clay & K SI Services

The following items in good order and condition:

1	x R/Disposal

Recipient's Signature

Original

DELIVERY NOTE 030

Date 20/07/23

To National Hosting Authority

Received from Clay & K SI Services

The following items in good order and condition:

1	x R/Disposal

Recipient's Signature

MINUTE **Ref:** GOC – /23

To: EXECUTIVE DIRECTOR, NHA

Thru: Finance Manager, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 01/08/2023

RE: PURCHASE DOCUMENT TO PROCESS PAYMENT TO CLAY & K.

Minutes approval is sought to raise payment as refered above.

The sum of **SBD 2,800.00 as** defined in the attached Invoice. This represent a payment of rubbish collection for 4 loads @$700 per load as prescribed in their contract attached.

See attached for the invoice no. 2218572/73 for your checking.

Please endorsement and approve as per the working budget and process payment as soon as possible.

Prepared by: Wickly Wemu

GOC Finance

Endorsed by:

Mr. Rocklive Poloso **Finance Manager** Games Organizing Committee/NHA		
Signature:	Date: 03/08/23	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 3/8/23	



AGREEMENT FOR RUBBISH COLLECTION

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands**, and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

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(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00.**

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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C.P

with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands.

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

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(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;

(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;

(m) Death of the Ambassador; or

(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;

(b) the cause of such event; and

(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;

(b) persistent occurrences of any event of Force Majeure;

(c) Ambassador is dead;

(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;

(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.

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COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence)
of:)
)
.....) .....
witness) **Peter Stewart** (Chief Executive Officer/CEO, Games Organising Committee/GOC)

Name of Witness (please print):

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

Signed by **Clayton Ricky Gamese** in the presence)
of:)
)
.....) .....
witness) **Clayton Ricky Gamese** (for the Service Provider)

Name of Witness (please print):

.....

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GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

C-02

Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	• Between 8:30am to 5pm in the afternoon
Collection per week	• Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	• To be carried out by employees of the Service Provider
Location of collection	• Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

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SOLOMON ISLANDS

Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

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PACIFIC GAMES
SOLOMON ISLANDS

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CLAY & K (SI) SERVICE

24/08/23	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
30/8/23	4) IB Authorisations	☑	Authorised by FC		Authorised by ED

Comments:

RECIEVED
DATE
SIGN

GOC

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	30/08/2023 12:55
Transaction Number:	AGW76228

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,800.00
Transfer From Amount: SBD 2,800.00
Indicative :
My Reference: Collect Rubbish

Payment Details

Account Name: Clay & K SI Service
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : Inv2218576/18577

Pay Date : 30/08/2023



Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
30/08/2023 12:55 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
30/08/2023 17:52 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
31/08/2023 08:39 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
31/08/2023 08:39 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AGW76228

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,800.00
Transfer From Amount: SBD 2,800.00
Indicative :
My Reference: Collect Rubbish

Payment Details

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

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
30/8/23
SOLOMON 2023 PACIFIC GAMES

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed_____ Date 29/8/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed_____ Date 29/8/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Being for Rubbish collection as per contract at Seaking Building.	$2,800.00

Cheque No: IB TRANS for $2,800.00 Date 28/08/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 28/08/23

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC-1054/23

DEPARTMENT: GOC

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		BEING FOR RUBBISH COLLECTION AS PER CONTRACT. INV. 221857G/221857	CLAY & K (SI) SERVICE		$2,800 — ~~$2,800~~ $2,800 —
				TOTALS	$2,800 —

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $2,800 — Date: 24/08/23

Requisition Officer (Name): [illegible] Sign:

Account Code: 6-2717

Account Name: Other Local Other Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): [illegible] Sign:

Post: FM

Department: NHA/GOC

Authority is granted for expenditure not exceeding:

SBD$ 2,800 —

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: P. Hmaane Date: 25/8/23

Position: PCM.

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC-1054/23

DEPARTMENT: GOC

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY SUPPLIER	ORDER NO.	COST
		BEING FOR RUBBISH COLLECTION AS PER CONTRACT. INV. 221857G/221857I	CLAY & K (SI) SERVICE		$2,800 — $2,800
				TOTALS	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $2,800 Date: 24/08/23

Requisition Officer (Name): [illegible] Sign:

Account Code: Other Local Other Costs

Account Name:

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): [illegible] Sign:

Post: FM

Department: NHA/GOC

Authority is granted for expenditure not exceeding:

SBD$

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: P. Hinanie Signature 23/8/23

Name: PCM Date:

Position:

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

MINUTE **Ref:** GOC – /23

To: EXECUTIVE DIRECTOR, NHA

From: FINANCE & PROCUREMENT, GOC **Date:** 23/08/2023

RE:Document to Process Payment to Clay & K (SI) Services

This minute seeks your approval to raise payment to the above.

Raise a payment for the sum of **SBD2,800.00 as** defined in the attached invoices # 2218576 & 2218577 - Being for payment of rubbish collection as per contract at Seaking Building.

The documentations are attached for your verification.

Please endorse and approve as per the budget and process payment as soon as possible.

Prepared by:
Wickly Wemu

Payroll COORDINATOR
Games Organising Committee
Finance & Procurement

Endorsed by:

Ian Irapo **Finance Team** Games Organizing Committee/NHA		
Signature:	Date: 24/08/23	**FA to sign**

Approval by:

Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 24/8/24	**CEO to sign**

LAST ONE BY GOC FOR SEAKING BUILDING AS GOC NOW MOVED.

Original

DELIVERY NOTE

035

Date 09/08/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

DELIVERY NOTE

036

Date 11/08/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1	x RUBBISH DISPOSAL LOAD

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218576

(*delete as appropriate)

Date 15/08/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2 x	R/pick up	700-00		1400-00
	Pls see D/Dockets attached.			
				$1400-00



TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE

034

Date 4th/08/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

DELIVERY NOTE

033

Date 02/08/23

To National Heating Authority

Received from Clay & K SI Services

The following items in good order and condition:

1 x	Load Disposal Rubbish



Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218577

(*delete as appropriate)

Date 18.08.2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2	x R/ Collection	700-00		1400-00
	See D/ Dockets attached.			
			$	1400-00

CLAY & K'S SERVICES
Date: 18/8/23
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands**, and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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SOLOMON ISLANDS

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AGREEMENT FOR RUBBISH COLLECTION

(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00.**

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

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PO BOX 2443, HONIARA
SOLOMON ISLANDS

C.R

(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

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(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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SOLOMON ISLANDS

15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.

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PO BOX 2443, HONIARA
SOLOMON ISLANDS

(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;
(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;
(m) Death of the Ambassador; or
(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;
(b) the cause of such event; and
(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;
(b) persistent occurrences of any event of Force Majeure;
(c) Ambassador is dead;
(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;
(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	• Between 8:30am to 5pm in the afternoon
Collection per week	• Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	• To be carried out by employees of the Service Provider
Location of collection	• Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence)
of:)
.....)
witness)

Name of Witness (please print):

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

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

Signed by **Clayton Ricky Gamese** in the presence)
of:)
.....)
witness)

Name of Witness (please print):

Maxwell Colepass

.....)
Clayton Ricky Gamese (for the Service Provider)

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

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SOLOMON ISLANDS

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CLAY & K (SI) 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	

4/9/23

Comments:

GOC

RECIEVED
DATE 30/08/23
SIGN

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	04/09/2023 09:36
Transaction Number:	AGX34681

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 9,000.00
Transfer From Amount: SBD 9,000.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#5079/80/78



Pay Date : 04/09/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
04/09/2023 09:36 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
04/09/2023 14:33 Gilbert John Osmond Muria
Authorised -ANZ to Other Bank Transfer
04/09/2023 15:17 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
04/09/2023 15:17 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AGX34681

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 9,000.00
Transfer From Amount: SBD 9,000.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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

pp for AG
4/9/23

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 01/09/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 1/9/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Being for 14 x Load collection of Rubbish. INV#. 2218578, 2218579 & 2218580.	$9,000.00

Cheque No: IB TRANS for $9,000.00 Date 1/09/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 1/09/23

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOE – 1094/23

DEPARTMENT: _____

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1		Raise Payment to CLAY & K (SI) Services for Invoice # 22185880, 22185779 & 22185778. This Request being for 19 X load Rubbish & transportation as Per contract.	CLAY & K (SI) SERVICES	—	$9,000-00
				TOTALS	$ 9,000-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 9,000-00 Date: 30/08/23

Requisition Officer (Name): IAN FRAIS Sign:

Account Code: 6-277

Account Name: Other Local Other Costs.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): K Boloso Sign:

Post: FM

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ $9,000-00

Signed:

Name: EXECUTIVE DIRECTOR

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

Compliance Check by: Signature

Name: P. Himane Date: 31/8/23

Position: PCM.

Threshold Checklist

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

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: GOC – 1094/23

DEPARTMENT:

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise Payment to CLAY & K (SI) SERVICES for Invoice # 2218580, 2218579 & 2218578. This Request being for 19 x load Rubbish & transportation as Per contract.	CLAY & K (SI) SERVICES	01/09/23	$9,000-00
				TOTALS	$ 9,000-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 9,000-00 Date: 30/08/23

Requisition Officer (Name): IAN IRAFA Sign:

Account Code: 6-2717

Account Name: Other Local other Expts.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): V Poloso Sign:

Post: FM

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 9,000-00

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: P. Hunter Date: 31/8/23

Position: PCM

31/8/23

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

MINUTE **Ref:** GOC – 1094/23

To: CHIEF EXECUTIVE OFFICER, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 30/08/23

RE: PURCHASE DOCUMENT TO PROCESS FOR 14 X LOADS OF RUBBISH COLLECTION & TRANSPORTATION AS PER SIGNED CONTRACT.

Minute approval is sought to raise payment as refered above.

The sum of **sbd 9,000.00** defined in the attached invoices. This represent the needs as being agreed upon by GOC Human Resource Management Team to ease payment as per services agreement.

See attached for invoices no. 2218580, 79,78 & contracts for your intention.

Therefore, kindly facilitate for endorsement and approval of the work budget for payment processing.

Thank you.
Prepared by: Ian Irapo

Finance (GOC/NHA)

Endorsed by:

Mr. Wickly Wemu **Finance Team** Games Organizing Committee/NHA		
Signature:	Date: 30/08/23.	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 30/8/23	

Original

DELIVERY NOTE

040

Date 24/08/23

To G.O.C

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218580

(*delete as appropriate)

Date 22/08/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K S Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	16 21/08/2023			
1x	load Rubbish load.	700-00	$	700-00
	21/08/2023			
2x	load Rubbish load	700-00	$	1400-00
			$	2100-00

CLAY & K S SERVICES
Date: 22/08/23
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218578

(*delete as appropriate)

Date 22/08/2023

To GOC Logistic Dept.
EMCO ~~WARE~~

ABN (of Recipient) | Order No.

From Clay & K Services.
7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	18/08/2023			
2	x loads @	$500-00	$	1000-00
	EMCO (WAREHOUSE)			
	21/08/2023			
2	x loads @	$500-00	$	1000-00
			$	2000-00

CLAY & K'S SERVICES
Date: 22/08/23
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218579

(*delete as appropriate)

Date 22/08/2023

To GOC OFFICE (Sea King)

ABN (of Recipient) | Order No.

From Clay & K Services

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	19/08/2023			
4	loads @ (Sea King) to stadium	700-00	$	2,800-00
	20/08/2023			
3	loads @ (Sea King) to stadium	700-00	$	2100-00
			$	4900-00

CLAY & K'S SERVICES BUILDING & GENERAL CONSTRUCTION
DATE: 22/08/23
SIGN:

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE

038

Date 21/08/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

2	x LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

DELIVERY NOTE

039

Date 23/08/23

To NATIONAL HAULING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

DELIVERY NOTE

037

Date 16/08/23

To NATIONAL HEATING AUTHORITY

Received from CLAY & K GI SERVICES

The following items in good order and condition:

1 x	LOAD FLUEBELCH DISPOSAL

Recipient's Signature



AGREEMENT FOR RUBBISH COLLECTION

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands,** and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

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(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00.**

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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SOLOMON ISLANDS

C.P

with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands.

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

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(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;

(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;

(m) Death of the Ambassador; or

(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;

(b) the cause of such event; and

(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;

(b) persistent occurrences of any event of Force Majeure;

(c) Ambassador is dead;

(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;

(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.

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PO BOX 2443. HONIARA
SOLOMON ISLANDS

The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

Signed by **Peter Stewart** in the presence)
of:)
)
.....) .....
witness) **Peter Stewart** (Chief Executive Officer/CEO, Games Organising Committee/GOC)

Name of Witness (please print):

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

Signed by **Clayton Ricky Gamese** in the presence)
of:)
)
.....) .....
witness) **Clayton Ricky Gamese** (for the Service Provider)

Name of Witness (please print):

.....

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Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	• Between 8:30am to 5pm in the afternoon
Collection per week	• Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	• To be carried out by employees of the Service Provider
Location of collection	• Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

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Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

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2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CLAY & K SI 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:



ANZ

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	25/08/2023 15:59
Transaction Number:	AGW26669

Transaction Details:
ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 4,200.00
Transfer From Amount: SBD 4,200.00
Indicative :
My Reference: T/HireGOC

Payment Details

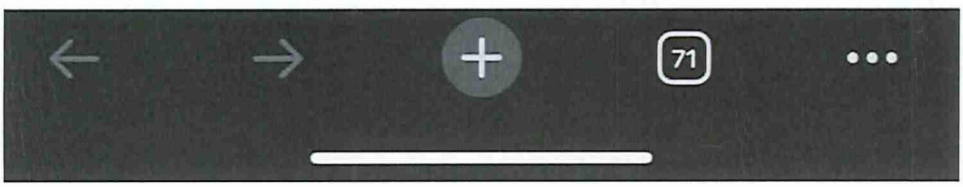
Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#2218575-GOC

Pay Date : 25/08/2023

Comments:
* * * * * * * * * * * Authorisation Details * * * * * * * * * * *
25/08/2023 15:59 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
29/08/2023 11:14 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
29/08/2023 15:27 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
29/08/2023 15:27 Debbie Ofaeri Sifoni
Transaction Processed
* *

PAID
DATE 29/08/23 CHQ. No.

©Copyright Australia and New Zealand Banking Group Limited ABN 11 005 375 522, 1996-2023. ANZ's colour blue is a trade mark of ANZ.



Your Reference

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

Held for Authorisation
Transaction Number AGW26669

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 4,200.00
Transfer From Amount: SBD 4,200.00
Indicative :
My Reference: T/HireGOC

Payment Details

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

29/08/23

NATIONAL HOSTING AUTHORITY
Common Seal
2023 PACIFIC GAMES

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 24/08/23
IF DIRECT CREDITS ISSUED: BANK REF #: _____ Signed _____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 24/8/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2402	Hire Plant & Vehicles	Being for 2 x days vehicle hire fro lifting GOC Equipments - Logistic teams. inv# 2218575	$4,200.00

Cheque No: IB TRANS for $4,200.00 Date 24/08/2023

Signature of claimant _____

PRINT NAME: _____

Payment Voucher Prepared by _____ Date 24/08/23

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC-1025/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
		COST OF 2 DAYS VEHICLE HIRE FOR LIFTING GOC EQUIPMENTS - LOGISTIC TEAM. INV. 2218515	CLAY & K (SI) SERVICE		$4,200 — 2 — $4200
				Total:	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $4,200 — Date: 18/08/23

Requisition Officer (Name): WILLIAM — Sign:

Account Code No: 6-2402

Account Name: Hire Plants & Vehicle.

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): R P Ross — Sign:

Position: FM

Department/Committee: NHA/GOC

Authority is granted for expenditure not exceeding:

SBD$ 4,200 —

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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:

Name: Darley V. Thomas

Position: PCC NHA

Signature

Date: 23/08/23

RECIEVED

White Copy -NHA FINANCE

Pink Copy - Compliance Unit/Department

Blue Copy - Requisition Department

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC - 1025/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY SUPPLIER	ORDER NO.	COST
		COST OF 2 DAYS VEHICLE HIRE FOR LIFTING GOC EQUIPMENTS - LOGISTIC TEAM. INV. 2218515	CLAY & K (SI) SERVICES LTD		$4,200 — $4200
				Total:	

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $4,200 Date: 18/08/23

Requisition Officer (Name): [illegible] Sign:

Account Code No: 2718-6-2402

Account Name: Hire plants & Vehicle

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): R Pitoso Sign:

Position: FM

Department/Committee: NHA/GOC

Authority is granted for expenditure not exceeding:

SBD$ 4,200

Signed:

Name: CN Ag Vehicles

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

Threshold and contract/Supplier payments Checklist

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

Compliance Check by: Signature

Name: Darley V. Thomas Date: 23/08/23

Position: PCC NHA

White Copy -NHA FINANCE

Blue Copy - Compliance Unit/Department

Green Copy - Requisition Department

MINUTE **Ref:** GOC – /23

To: EXECUTIVE DIRECTOR, NHA

From: FINANCE & PROCUREMENT, GOC **Date:** 16/08/2023

RE:Document to Process Payment to Clay & K SI services

This minute seeks your approval to raise payment to the above.

Raise a payment for the sum of **SBD4,200.00 as** defined in the attached invoice # 2218575 - Being for 2 days vehicle hire for lifting GOC equipments to Logistics office.

The documentations are attached for your verification.

Please endorse and approve as per the budget and process payment as soon as possible.

Prepared ad Endorsed by:
Wickly Wemu

Payroll COORDINATOR
Games Organising Committee
Finance & Procurement

Endorsed by:

Ian Irapo **Finance ~~Assistant~~** Games Organizing Committee/NHA		
Signature:	Date: 21/08/23	**FA to sign**

Approval by:

~~Jack Smith~~ PETER STEWART **~~Acting~~ CEO** Games Organizing Committee/NHA		
Signature:	Date: 21/8/23	**CEO to sign**

Wickly Wemu

From: Gremaly Jonah
Sent: Wednesday, 16 August 2023 9:33 AM
To: Wickly Wemu; Ian Irapo
Cc: Jerolyn Vili
Subject: FW: Invoice - Logistics Community Group
Attachments: 20230804_105237.jpg

Hi team,
Please facilitate payment for overdue invoice.

cheers

Gremaly Jonah
Services Supervisor - Logistics
Games Organising Committee - GOC
Sea King Building, Honiara

677 7429226
GJonah@sol2023.com.sb

From: Angellina Fakaia <AFakaia@sol2023.com.sb>
Sent: Friday, 4 August 2023 6:39 PM
To: Florence Masiha <FMasiha@sol2023.com.sb>
Cc: Gremaly Jonah <GJonah@sol2023.com.sb>
Subject: Invoice - Logistics Community Group

Hi Florence,

As discussed, please see attached invoice for use of vehicles for lifting of GOC equipment on 26 and 27 Jul. Grateful if you can please facilitate payment, as this is approved by me for processing.

Any questions feel free to ask Grema.

Thanks kindly,
Ange

From: Angellina Fakaia <angellina.fakaia@gmail.com>
Sent: Friday, 4 August 2023 11:15 AM
To: Angellina Fakaia <AFakaia@sol2023.com.sb>
Subject: Invoice - Logistics Community Group

Original

TAX INVOICE/STATEMENT* 2218575

(*delete as appropriate)

Date 2/8/23

To G.O.C

ABN (of Recipient) | Order No.

From Clay & K Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	26/7/2023	700-00		
4	x loading of GOC equipments.			$2800-00
	27/7/2023	700-00		
2	x loading of GOC equipments.			$1400-00
				$4200.00

CLAY & K S SERVICES
Date: 2/8/23
INC & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total Includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218575

(*delete as appropriate)

Date 2/8/23

To G.O.C

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	26/7/2023	700-00		
4	x loading of GOC equipments.			$2800-00
	27/7/2023	700-00		
2	x loading of GOC equipments.			$1400-00
				$4200.00

CLAY & K S SERVICES
Date: 2/8/23
SIGN:
MINING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total Includes G. S. T. of

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: clay & K SI Services

21/09/23	1) Minute	✓	Sign by FC		Sign by ED
21/09/23	3) Requisition	✓	Sign by Complianceofficer	✓ 22/09/23	
21/09/23	2) Requisition	✓	Sign by FC	KT.	Sign by ED
	3) Payment Voucher	✓	Sign by FC		Sign by ED
	4) LPO		Sign by FC		Sign by ED
26/9/23	5) IB Authorisations	✓	Sign by FC		Sign by ED ✓

Comments:

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	26/09/2023 10:44
Transaction Number:	AHB12000

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 11,600.00
Transfer From Amount: SBD 11,600.00
Indicative :
My Reference: Collect Rubbish

Payment Details

Account Name: Clay & K SI Service
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : attachedInvoices



Pay Date : 26/09/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
26/09/2023 10:44 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
26/09/2023 17:02 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
26/09/2023 17:22 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
26/09/2023 17:22 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AHB12000

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 11,600.00
Transfer From Amount: SBD 11,600.00
Indicative :
My Reference: Collect Rubbish

Payment Details

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



PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 25/9/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 25/9/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Payment for Rubbish collection, loading of quipments & Load of Logistic workers.	$11,600.00

Cheque No: IB TRANS for $11,600.00 Date 25/09/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 25/09/2

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC-1230/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY SUPPLIER	ORDER NO.	COST
1		Raise payment to Clay & K SI services for Rubbish collection, loading of equipments & load of logistic workers	Clay & K SI services		$11 600-00
				Total:	$11 600-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $11,600-00 Date: 10/09/2023

Requisition Officer (Name): Imogen Vida Sign:

Account Code No: G-2717

Account Name: Other Local other Cost

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): K. Talagwari Sign:

Position: Accounts payable Supervisor (Seconded)

Department/Committee: Finance - Accounts payable

Authority is granted for expenditure not exceeding:

SBDS: 11,600

Signed:

Name:

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR 2023 PACIFIC GAMES

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Darley V. Thomas Date: 22/09/23

Position: PCE NHA

White Copy - Finance Unit/Department

Blue Copy - Compliance Unit/Department

Green Copy - Ordering Unit/Department

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC 1230/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY SUPPLIER	ORDER NO.	COST
1		Raise payment to Clay & K SI Services for Rubbish Collection, loading of equipments & load of logistic Workers	Clay & K SI Services	514113	$11 600-00
				Total:	$11 600-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $11,600-00 Date: 10/07/2023

Requisition Officer (Name): Imogen Vida Sign:

Account Code No: 6-2717

Account Name: Other Local other Cost

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): K Talagwari Sign:

Position: Accounts Payable Supervisor (Seconded)

Department/Committee: Finance - Accounts Payable

Authority is granted for expenditure not exceeding:

SBD$ 11,600-00

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Darby V. Thomas Date: 21/09/23

Position: PCC NHA

White Copy - Finance Unit/Department

Blue Copy - Compliance Unit/Department

Green Copy - Ordering Unit/Department

MINUTE **Ref:** GOC – 1230/23

To: CHIEF EXECUTIVE OFFICER, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 20/09/23

RE: PURCHASE DOCUMENT TO PROCESS FOR LOADS OF RUBBISH COLLECTION & TRANSPORTATION AS PER SIGNED CONTRACT.

Minute approval is sought to raise payment as refered above.

The sum of **sbd 11,600.00** defined in the attached invoices. This represent the needs as being agreed upon by GOC Human Resource Management Team to ease payment as per services agreement.

See attached for invoices no. 2096508, 510,507,589, 583 & 509 & contracts for your attention.

Therefore, kindly facilitate for endorsement and approval of the work budget for payment processing.

Thank you.
Prepared by: Ian Irapo
Finance (GOC/NHA)

Endorsed by:

Mrs. Karen Talogwari **Finance Team** Games Organizing Committee/NHA		
Signature:	Date: 20.9.23	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 20/9/23	

Original

DELIVERY NOTE 0076507

Date 13/09/23

To G.O.C LOGISTICS
EMCO WAREHOUSE

Received from CLAY & K SI SERVICE

the following items in good order and condition:

1 x	LOAD OF LOGISTICS WORKERS FROM EMCO WARE HOUSE TO TOWAS WARE HOUSE (HENDERSON)
1 x	LOAD OF WORKERS FROM TOWAS WARE HOUSE TO LUNGGA & JACKSON RIDGE

Recipient's Signature

Original

TAX INVOICE/STATEMENT 2096508

(*delete as appropriate)

Date 18/09/2023

To G.O.C logistic
EMCO W/House.

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1X	load of logistic wwkers EMCO to Tongs W/House(Henderson)	700-00	$	700-00
1X	load of wwkers Tongs W/House(Henderson) to Lungga & Jackson Ridge.	700-00	$	700-00
	on 13/09/23 D/Docket #0076507			
			$	1400-00

CLAY & K'S SERVICES
Date: 18/09/23
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT 2096510

(*delete as appropriate)

Date 18/09/2023

To G.O.C (Finance)

ABN (of Recipient) | Order No.

From Clay & K Services. 7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	load of equipment (Transfer Office) NHA (Seaking) to G.O.C H/Office. D/Docket # 007650 on 16/09/2023	$700-	$	$700-00
			$	$700-00

CLAY & K'S SERVICES
Date 18/09/23
Sign
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 0076509

Date 16/09/23

To G.O.C (FINANCE)

Received from CLAY & K SI SERVICES

the following items in good order and condition:

1 x	LOAD OF OFFICE EQUIPMENT (TRANSFER OFFICE) FROM NHA(SEA KING) TO G.O.C HEAD OFFICE

Recipient's Signature

MCLEEN S

Original

DELIVERY NOTE 0076506

Date 12/09/23

To G.O.C LOGISTICS
EMCO WAREHOUSE

Received from CLAY & K ST SERVICES

the following items in good order and condition:

5 x	LOADS OF EQUIPEMENTS FROM RED MANGROVE TO TONGS WAREHOUSE (HENDERSON)

JEROLYN VILI

Recipient's Signature 12/09/23

Original

TAX INVOICE/STATEMENT 2096507

(*delete as appropriate)

Date 18/09/2023

To G.O.C logistic
EMCO Withouse.

ABN (of Recipient) | Order No.

From Clay & K SI Service
7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
5	loads of equipments from Red manson to Tonga W/House on 12/09/2023 (Henderson)	$700	$	3500-00
	D/Docket #0016506 with Jaelyn Vili		$	3500-00

CLAY & K'S SERVICE Date: 18/09/23 Sign: BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218589

(*delete as appropriate)

Date 18/09/2023

To G.O.C

ABN (of Recipient) | Order No.

From Clay & K Services.

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	load Rubbish	700-00		$700-00
	D/Docket #052			
	on 12/09/2023			
1x	load Rubbish	700-00		$700-00
	D/Docket #054			
	Ceremonial on			
	13/09/2023			
1x	R/load	700-00		$700-00
	D/Docket#055			
	on 15/09/2023			
1x	R/load	700-00		$700-00
	D/Docket#056			
	on 18/09/23.			
				$2,800-00

CLAY & K'S SERVICES
Date: 18/09/2023
Sign:
WASTE & GENERAL CONTRACTORS

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE

052

Date 12/09/23

To G.O.C

Received from CLARK & K SI SERVICES

The following items in good order and condition:

1 X	LOAD RUBBISH DISPOSAL

Recipient's Signature Veronica

Original

DELIVERY NOTE

054

Date 13/09/23

To G.O.C. (CEREMONIAL CELEBRATIONS DRIVE)

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Hilda Ahilan

Recipient's Signature Ahilan

Original

DELIVERY NOTE

055

Date 15/09/23

To G.O.C

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218583

(*delete as appropriate)

Date 31/08/2023

To GOC.

ABN (of Recipient) | Order No.

From Clay & K Services

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	R/ load	700		700-00
	24/08/2023			
	D/ Docket #			
	040.			

CLAY & K'S SERVICES
Date 31/8/2023
BUILDING & GENERAL CONSTRUCTION

$ 700-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE

056

Date 18/09/23

To G.O.C

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH Disposal

Recipient's Signature

McCleans

Original

DELIVERY NOTE

044

Date 31/08/23

To G.O.C

Received from CLAY & K GI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Hilda Ahikan

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2096509

(*delete as appropriate)

Date 18/09/2023

To G.O.C logistic

EMCO W/House

ABN (of Recipient) | Order No.

From Clay & K SI Services.

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
5x	loads of CTNS	500-00		$2,500-00
	Hastings to EMCO W/House.			
	D/Docket # 0076508			
	on 15/09/2023.			
			$	2,500-00

CLAY & K'S SERVICES BUILDING & GENERAL CONSTRUCTION

Date: 18-09-23

Sign:

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 0076508

Date 15/09/23

To G.O.C LOGISTICS
EMCO WAREHOUSE.

Received from CLAY & K ST SERVICES

the following items in good order and condition:

5 x	LOADS OF COWS FROM HASTINGS TO EMCO WARE HOUSE

Recipient's Signature



AGREEMENT FOR RUBBISH COLLECTION

This present COLLECTION OF RUBBISH (SERVICE) AGREEMENT ("Agreement") is entered into on this 15 Day of March, 2023 by and between Games Organizing Committee (GOC) ("Purchaser") of **Sea King Building, Honiara, Solomon Islands**, and **Clay and K SI Services** ("Service provider") of **Mbua Valley, Honiara, Solomon Islands** referred to individually as "party" or collectively as the "parties".

WHEREAS, the Purchaser wishes to engage the Service provider to perform, implement or execute the services hereinafter referred to,

WHEREAS the Service provider is willing to perform these services, and

WHEREAS, the Service Provider is competent and has the necessary skills and ability to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

Background

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

B. The Committee shall oversee the overall administration and management of the events of the Pacific Games scheduled to be held in the city of Honiara, Solomon Islands in November, 2023.

C. The Service Provider is a registered company operating its business operation in the city of Honiara, Solomon Islands under the company name 'Clay & K SI Services (building construction)'.

D. The Service Provider provides professional services in its business operation which earned itself a reputable business status in Honiara City.

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COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

E. In this Agreement, the Purchaser engages the Services Provider to do or carry out rubbish collection from the Purchaser's Office's vicinity to discharge the same at Ranadi Dumping site in East Honiara.

---

1. Definition and Interpretations

"parties" means the parties to this Agreement.

"person" means any human being or group of human beings, company or business, partnership, government body or agency, non-government organisation and other entities.

2. Services

(1) The parties agree that the Service Provider shall perform the services of collection of rubbish bins and other waste products from the Purchaser's Office vicinity to be discharged of such rubbish bins and waste products at the dumping site in Ranadi, East Honiara.

(2) This Service shall make up an integral part of this Agreement.

(3) The Service Provider, upon the execution of this Agreement and within the time period specified in **Annex A** to this Agreement, shall submit to the Purchaser the deliverables form which contains the Description of Services.

(4) It is also agreed to by the parties that the Purchaser from time to time shall engage the Service Provider to provide transportation services upon the Purchaser's request. Payment for such additional services shall be determined by the parties.

3. Term or Duration

(1) This Agreement shall commence on January 9, 2023 and expires on a date to be determined by the parties.

4. Payment

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SOLOMON ISLANDS

(1) The schedule of payments for the services contain in **Annex A** to this Agreement shall be paid in Solomon Islands Dollar (SBD) as provided below:

(a) The total cost for one load of rubbish bins collection shall be **SBD700.00.**

(b) The Service Provider, after every 7 days of performing the services, shall be required to produce to the Purchaser invoice for payment.

(c) Payment shall be processed and paid to the Service Provider only upon the receipt of invoice as provided for in the preceding Sub-Clause.

(d) All payments due to the Service Provider under this Agreement shall be paid to the Service Provider's Bank Account Number: **022501000127** at **Pan Oceanic Bank** in Honiara.

(2) By virtue of the Client's Office's Policy, there shall be no advance payment made to the Service Provider and/or the Service Provider shall not make in any circumstances any request to the Purchaser for such advancement payment except for the requirement provided for in the provisions of Sub-Clause (c) (1) of this Clause.

(3) Where the payment is subject to any applicable taxes prescribed by law, such payment shall be deducted by the Purchaser's Office before payment is made to the Service Provider.

5. Supervision and Administration

(1) The Purchaser shall designate **Maxsweeny Kekevera** as Supervisor who shall represent the interests of the Purchaser's Office and responsible for the coordination of activities of the Services provided in this Agreement.

(2) The Supervisor shall be responsible for the acceptance and approval of deliverables, by the Purchaser, and for receiving and approving invoices for the payments.

(3) In the event the Supervisor fails to perform his/her obligations by reason of death/deceased, illness, traveling out of the Solomon Islands, termination of his/her employment contract

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COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

C.12

with the Purchaser or other circumstances that prevented him/her obligations under this Agreement from being executed the Purchaser shall designate and delegate such responsibility to another Supervisor from within its office to perform the obligations.

(4) The Service Provider shall represent the interests of its Office under the terms and conditions of this Agreement or may designate its own agent who shall represent the Service Provider to carry out submission of invoices to the Purchaser for payment and such other responsibilities and/or obligations as agreed to under the terms and conditions of this Agreement.

6. Amendment

(1) The Parties agree that this Agreement, where the circumstances require, may be amended pursuant to the needs of any change of circumstances.

(2) In pursuance of the preceding Sub-Clause, the parties may either extend or add new services to this Agreement pursuant to the provisions of Sub-Clause (4) of Clause 1.

(3) Where the Purchaser wishes to invoke the provisions of Sub-Clauses (1) and (2) of this Clause, the Service Provider must be notified by the Purchaser of such circumstances through a written notice and that the Service Provider must agree to it.

(4) Any new or additional Services arises during the course of performance of this Agreement shall be deemed as an additional term or/and condition in which new costs, expenses and/or fees shall apply.

7. Performance Standard

(1) The Service Provider shall perform its obligations in accordance with highest ethical standards of professionalism, moral competence, and integrity.

(2) Where the Service Provider and/or his agent fails to comply with the provisions of the preceding Sub-Clause then the Purchaser, through a written notice, shall notify the Service Provider of such failures.

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(3) If the Service Provider or his/her agent fails to remedy the failure and continue to fail during the course of this Agreement then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

8. Confidentiality

(1) The Service Provider or his/her agent shall not, during the course of performance of this Agreement and within three months after its expiration, disclose to the public or any person the proprietary or confidential information pertaining to the services or the Purchaser's business operations without the prior written consent of the Purchaser.

9. Assignment

(1) The Parties agree that the Service Provider or his agent shall not in any way assign or attempt to assign this Agreement or any part thereof or subcontract or attempt to subcontract the same to any other another person without the knowledge and prior written consent of the Purchaser.

(2) In circumstances where the Service Provider violates the provisions of Sub-Clause (1) then the Purchaser, without prejudice to any other rights or remedies, shall terminate this Agreement.

10. Indemnity

The Service Provider agrees to defend, indemnify, and hold harmless the Purchaser to the full extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Purchaser, subcontractors or agents, or any other persons for loss, damage, death or injury to persons or property arising in any manner out of or incident to the Purchaser's use of the Service Provider's facilities and/or its performance or non-performance of this Agreement.

11. Insurance

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PO BOX 2443, HONIARA
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(1) The Service Provider understands and accepts that in circumstances where the Purchaser, through the negligence or misconduct of a third party or parties, causes bodily injury or harm to the Service Provider or to a certain extent causes the death of the Service Provider or its agent during the course of performance of this Agreement, the Service Provider shall meet all its expenses including medical costs or funeral costs if the aforesaid circumstances materialise.

(2) The Service Provider or its agent shall produce to the Purchaser the certified copy of its insurance policy upon the execution date of this Agreement or within a reasonable time but no later than the expiration date.

12. Jurisdiction, Dispute Resolution and Language

(1) All rules, regulations and policies, including but not limited to security rules and regulations of the Purchaser shall be observed by the Service Provider.

(2) This Agreement shall be governed by the National laws of Solomon Islands, and that any litigation arising between the parties relating or in connection with this Agreement or to any term and/or thereof shall be submitted to a court of competent jurisdiction in Solomon Islands.

(3) Notwithstanding the provision of Sub-Clause (4), any dispute or disagreement arises from this Agreement or arises from any of the terms and/or conditions thereof shall be dealt with in the following ways:

(a) The parties must immediately resolve such disputes or disagreements between themselves in an amicable manner (outside of court);

(b) Where the provisions of Sub-Clause (a) fails to materialise, the parties must appoint an independent mediator who has no ties or connection whatsoever with the parties to mediate a settlement to the dispute (outside of court); or

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(c) Where the provisions of Sub-Clauses (1), (a) or/and (b) of this Clause fail to materialise then the matter shall be settled in a court of competent jurisdiction in Solomon Islands.

(d) In circumstances where the provisions of Sub-Clause (3) (a) (b) and (c) of this Clause are invoked, the parties shall meet their own costs and/or expenses.

(4) All notices or correspondences communicated by and between the parties shall be made in written English and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the recipients and addresses provided in the **Annex B.**

13. Force Majeure

(1) Neither the Purchaser nor the Service Provider shall be liable for failure to perform their obligations provided for in this Agreement if the circumstances that prevented such obligations from being implemented are a direct consequence of Force Majeure.

(2) The circumstances which are deemed as events of Force Majeure are listed as follow:

(a) Act of God (typhoon, earthquakes, cyclone, tsunami, flooding, heavy rainfall, drought and other natural disasters);
(b) Pandemic;
(c) World War;
(d) Military invasion of Solomon Islands by a foreign country;
(e) Enactment and enforcement of a national law of Solomon Islands upon or after the commencement date of this Agreement that affected this Agreement;
(f) Civil unrest/war in Solomon Islands;
(g) Epidemic;
(h) Death of any of GOC's staffs;
(i) Cancellation or termination of the South Pacific Games by the National Government of Solomon Islands or by virtue of a Court Order;
(j) The South Pacific Games has shifted to another country;

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

(k) Burning or damages of facilities where the events of the South Pacific Games will be hosted;

(l) International travel or transportation system halted or delayed by forces that are beyond the control of the Parties;

(m) Death of the Ambassador; or

(n) Ambassador undergoes critical medical conditions

(3) Notwithstanding the provisions of the preceding Sub-Clauses, the party that seeks to rely on the claim of Force Majeure must promptly, through a written notice as practicably as possible, notify the other Party of the event relied upon and provide detailed information of such event relating to the following circumstances:

(a) the date of its first occurrence;

(b) the cause of such event; and

(c) how the event prevented the Party from performing its obligations.

(4) It is agreed by the parties that if the occurrence and effect of any event of Force Majeure persists and radically changes the purpose of this Agreement to the point that goes to the heart of the same then either party shall invoke the provisions of Sub-Clause (1) (b) of Clause 14.

14. Termination

(1) The Purchaser may terminate this Agreement in any but not limited to the following circumstances:

(a) upon the expiration date of this Agreement;

(b) persistent occurrences of any event of Force Majeure;

(c) Ambassador is dead;

(d) a breach, during the course of performance of this Agreement, of any of the terms and/or conditions that radically changes the intention of this Agreement;

(e) a disputed term and/or condition or this Agreement in its entirety has been submitted to be adjudicated in a competent court of law in Solomon Islands

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SOLOMON ISLANDS

15. Declaration

The Parties agree and satisfy with the terms and conditions provided in the provisions of this Service Agreement in its entirety and hereby declare to be bound by the same.

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443. HONIARA
SOLOMON ISLANDS

The Parties have agreed to the terms and conditions provided for in the provisions of this Agreement in its entirety and hereby execute the same.

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



.....

witness

Name of Witness (please print):

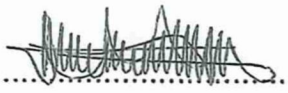
Rocklive Poloso (Finance Manager, Games Organising Committee/GOC)



.....

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

Signed by **Clayton Ricky Gamese** in the presence of:



.....

witness

Name of Witness (please print):

Maxwell Kelebai



.....

Clayton Ricky Gamese (for the Service Provider)

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

Annex A

Schedule for Collection of Rubbish from Client's Office Rubbish site

Time of Collection	• Between 8:30am to 5pm in the afternoon
Collection per week	• Three times per week (Tuesdays and Thursdays), and/or • Upon request by the Client. • No services on weekends (unless requested by the Client)
Loading of trash to Vehicle	• To be carried out by employees of the Service Provider
Location of collection	• Collection of rubbish from Client's Office's rubbish site (to the exclusion of rubbish collection around the Client's Office's vicinity at Seaking Building. • Client may, upon request, requires Service Provider to collect rubbish in surrounding areas of Client's Office vicinity.

SOL2023 PACIFIC GAMES
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COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

Annex B

Addresses of the parties

Service Provider	**Purchaser**
Clay and K SI Services C/- P O Box 667 Honiara Phone: +677 7413096 Email: claytongamese@gmail.com	**Jeffery Mekab** Procurement Manager Games Organising Committee (GOC) Sea King Building Central Honiara Solomon Islands Phone: +677 7968314 Email: JMekab@sol2023.com.sb

SOL2023 PACIFIC GAMES
GAMES ORGANIZING
COMMITTEE
PO BOX 2443, HONIARA
SOLOMON ISLANDS

SOL2023 PACIFIC GAMES

National Hosting Authority

COMPLIANCE CHECKLIST

Required Documents	GOC Department	NHA Secretariat	Comments
Purchase Requisition & Payment Voucher	✓		
Three Written Quotations and Bid Analysis			
Bid Waiver (must include grounds for waiver)			
Vendor Information Form (Company Profile should suffice)			
ICT Checklist (if for ICT goods)			
Original Invoice	✓		
Compliance Checks required			
PR has been signed by authorized person	✓	✓	
Check amount on PR matches selected quotation	✓	✓	
Account code used is correct	✓	✓	
Name on PR matches quotation	✓	✓	
Check calculations on quotations are correct	✓	✓	
Check Bid waiver is for a valid reason		✓	
Check selection of supplier on bid analysis is justified		✓	
Check expenditure is acceptable and proper use of NHA/SIG monies	✓		
Check second and third quotes are from genuine suppliers		✓	
Check price and rates are reasonable	✓	✓	
Check payment can't be made through petty cash	✓	✓	

Note: IF any of the above cannot be certified, please include an explanation as to why. This will speed up the compliance process.

GOC Compliance Performed By

Signed: _____

Name and Position: IAN RICARD / Finance.

Date: 22/09/23.

NHA Compliance Performed By

Signed: _____

Name and Position: Finance

Date: _____

PACIFIC GAMES
SOLOMON ISLANDS

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: Clay SIK SI Services

1) Minute	☐	Sign by FC		Sign by ED	
3) Requisition	☑	Sign by Complianceofficer	✓ 22/09/23		
2) Requisition	☑	Sign by FC		Sign by ED	
3) Payment Voucher	☑	Sign by FC		Sign by ED	
4) LPO	☐	Sign by FC		Sign by ED	
5) IB Authorisations	☑	Sign by FC		Sign by ED	✓

25/9/23

Comments:

For ED's Approval

NHA

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

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	25/09/2023 12:32
Transaction Number:	AHB02552

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 1,400.00
Transfer From Amount: SBD 1,400.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#5088-NHA

Pay Date : 25/09/2023

PAID
DATE 26/09/23
CHQ. No.

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
25/09/2023 12:32 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
25/09/2023 17:29 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
26/09/2023 16:26 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
26/09/2023 16:26 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AHB02552

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 1,400.00
Transfer From Amount: SBD 1,400.00
Indicative :
My Reference: Rubis/Collec-NHA

Payment Details

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

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023 PACIFIC GAMES
25/9/23

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed_____ Date 25/9/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed_____ Date 25/9/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Rubbish Collection Service to NHA from 13th to 15th September 2023. Inv#2218588	$1,400.00

Cheque No: IB for $1,400.00 Date 23/09/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 24/09/23

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: NHA-682/23

DEPARTMENT: NHA-Admin

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		Payment for Rubbish collection services 13/9/23 → 15/9/23 INV # 2218588	Clay & K. S1 Services		$1400-00
				TOTALS	$1400-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $1400-00 Date: 21/9/23

Requisition Officer (Name): Palmer T Sign:

Account Code: 6-278

Account Name: ~~NHA Office Expenses~~ Other Local Offices Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie. Renee Sign:

Post: FC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$

Signed:

Name:

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR

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: Darley V. Thaw Date: 22/09/23

Position: PCO NHA

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: NHA-682/23

DEPARTMENT: NHA. Admin

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		Payment for Rubbish collection service 13/9/23 & 15/9/23 INV # 22185988	Clay & K. SI Services		$1400-00
				TOTALS	$1400-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $1400-00 Date: 21/9/23

Requisition Officer (Name): Patrick Sign:

Account Code: 6-21157

Account Name: Miller's Flue-Ex pass

Funds available on this account: Clear local allun Costs.

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Delbie. Rani Sign:

Post: FC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 1400-00

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Darley V. Thom Date: 22/09/23

Position: PCO NHA

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

Minute

To: Executive Director

Cc: Financial Controller

From: Finance Officer

Date: 20/09/2023

Approved
20/9/23

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023

RE: Clay & K SI Services Invoice#2218588 for Approval

I hereby attached invoices submitted from Clay & K SI Services Rubbish Collection Services 13th September & 15th September 2023 to NHA. Invoice# 2218588 totaled **$1400** attached here with.

For your consideration

Thank you

Patrick Taloboe

Original

DELIVERY NOTE

051

Date 13/09/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

DELIVERY NOTE

053

Date 15/09/23

To NATIONAL HASTINGS AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

TAX INVOICE/STATEMENT 2218588

(*delete as appropriate)

Date 18/09/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K SI Services.

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	R/load	$700-00		$700-00
	D/Docket# 051			
	on 13/09/2023			
1x	R/load	$700		$700-00
	D/Docket# 053			
	on 15/09/2023			
				$1400-00

CLAY & K S SERVICE
Date: 18/09/2023
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

PACIFIC GAMES
SOLOMON ISLANDS

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: Clay & KSI TRANSPORT SERVICES.

1) Minute	☑	Sign by FC		Sign by ED	
3) Requisition	☑	Sign by Complianceofficer	✓ 19/09/23		
2) Requisition	☑	Sign by FC	✓	Sign by ED	
3) Payment Voucher	☑	Sign by FC	✓	Sign by ED	
4) LPO	☐	Sign by FC		Sign by ED	
5) IB Authorisations	☑	Sign by FC	✓	Sign by ED	✓

Comments:

ED/FC,

NHA

RECIEVED
DATE 18/9/23
SIGN

Original

TAX INVOICE/STATEMENT* 2218553

(*delete as appropriate)

Date 06. 03. 2023

To National Testing Authority.

ABN (of Recipient) | Order No.

From Clay & K Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	03. 03. 2023			
	Thing for			
	leveling			
	marking.			
4	hrs @	$350.00	$	$1,400.00
	04. 03. 2023	$ 450.00	$	$2,250.00
5	x load rubbish			
	pick up &			
	transporting			
	Clean up			
			$	$3,650.00

CLAY & K'S SERVICES
Date: 04/03/2023
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218552

(*delete as appropriate)

Date 06.03.2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K Sl Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	Head office to Tourism Pt Cruz and back to Lawson Tama @ $45-00			$ 45-00
	02 03.2023			
				45-00

JAY & K'S SERVICE
Date 3/8/2023
Sign
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT 2218553

(*delete as appropriate)

Date 06. 03. 2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K SI Services.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	03.03.2023			
	Hiring for Lowering Marking.			
4hrs	@ $350—			$1,400—00
	04.03.2023	$450—00		$2,250—
5 x	load rubbish pick up @ Fanadidu Rd Clean up			
				$3,650—00

CLAY & K'S SERVICES Date 03/2023 Sign BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT 2218552

(*delete as appropriate)

Date 06. 03. 2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K SI Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	load office to Tourism Pt Cruz and back to Lawson Tama @ $450—00			$ 450—00
	02. 03. 2023			
				450—00

CLAY & K'S SERVICES Date 3/3/2023 Sign BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: NHA-870/23

DEPARTMENT: NHA-Admin

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		Vehicle Hire for Rubbish Collection – launch of Safe & Green Games 3/03/2023	day & ICSI Server.		~~$3650-00~~ $4100-00
				TOTALS	~~$3650-00~~ $4100-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): ~~$3650-00~~ $4100-00

Requisition Officer (Name): Patrick T

Date: 13/9/23

Sign:

Account Code: 6-2402

Account Name: Hire plant & Vehicles

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie. Renee

Sign:

Post: PC NHA

Department:

Authority is granted for expenditure not exceeding:

SBD$ ~~3,650-00~~ $4100

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Dawley V. Thaeo Date: 19/09/23

Position: PEC NHA

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: NHA-670/23

DEPARTMENT: NHA-Admin

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
		Vehicle Hire for Rubbish Collection - launch of Safe & Green Games 3/03/2023	Day 1 ICSI Server.	20111123	~~3650-00~~ $4100-00
				TOTALS	~~3650-00~~ $4100-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): ~~$3650-00~~ $4100-00

Requisition Officer (Name): Patrick T

Date: 18/9/23

Sign:

Account Code: 6-240L1

Account Name: Hire plant & Vehicles

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ~~FC~~ NVK

Post: NHA

Department:

Sign:

Authority is granted for expenditure not exceeding:

SBD$ ~~$3,650.00~~ $4100

Signed:

Name: CNM

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: Darley V. Thaves Date: 19/09/23

Position: PEC NHA

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	23/09/2023 16:55
Transaction Number:	AHA89639

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 4,100.00
Transfer From Amount: SBD 4,100.00
Indicative :
My Reference: Rubbish-Launch

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : INV#553&552-GSIC

Pay Date : 23/09/2023

PAID
DATE 25/09/23 CHQ. No.

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
23/09/2023 16:55 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
25/09/2023 12:46 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
25/09/2023 13:39 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
25/09/2023 13:39 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AHA89639

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 4,100.00
Transfer From Amount: SBD 4,100.00
Indicative :
My Reference: Rubbish-Launch

Payment Details

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

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
25/9/23
2023 PACIFIC GAMES

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 20/9/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 20/9/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2402	Hire Plant & Vehicles	Vehicle Hire for Rubbish Collection Launch of Safe & Green Games INV# 2218553 & 2218552.	~~$3,650.00~~ 4,100.00

Cheque No: IB for ~~$3,650.00~~ 4,100.00 Date 20/09/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 20/9/23

GSIC SECRETARIAT
MINUTE

15th September, 2023

To: Executive Director

Attention: Debbie S Rence, Financial Controller

From: Project Coordinator, GSIC

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023 PACIFIC GAMES

Approved
18/9/23

Re: Payment for Clay & K SI Transport Services – invoices # 2218552, 2218553

Please find ***attached*** the Clay & K SI Transport service invoices number 2218552 and 2218553 with the respective amount of $450 and $3,650 which totalled ~~amount of~~ to $4,100 dollars. These particular invoices are for rubbish collection and transport Hiring (launching of Safe and green games) on the 3rd of March,2023.

We would be grateful if you could approve and raise payment for the invoice.

Kind regards

Larine Bea

Project Coordinator

GSIC

P.P

Approved By: ..... Date: 15/09/2023

Cameron Ngatulu – GSIC Project Manager

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed_____ Date_____
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed_____ Date 25/9/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2402	Hire Plant & Vehicles	Vehicle Hire for Rubbish Collection Launch of Safe & Green Games	$4,100.00

Cheque No: IB for $4,100.00 Date 20/09/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date_____

Amended in IB. 20/9/23.

PACIFIC GAMES
SOLOMON ISLANDS

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CLAY & K SI SERVICES

2/10/23	1) Minute	✓	Sign by FC		Sign by ED
"	3) Requisition	✓	Sign by Complianceofficer	✓ 03/10/23	
"	2) Requisition	✓	Sign by FC		Sign by ED
	3) Payment Voucher	✓	Sign by FC		Sign by ED
	4) LPO		Sign by FC		Sign by ED
	5) IB Authorisations	✓	Sign by FC		Sign by ED ✓

Comments:

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	05/10/2023 10:09
Transaction Number:	AHC30269

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 17,500.00
Transfer From Amount: SBD 17,500.00
Indicative :
My Reference: Rubis/Collection

Payment Details

Account Name: Clay & K SI Services
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : GOC Sites

Pay Date : 05/10/2023

DATE 6/10/23 ...NO.

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
05/10/2023 10:09 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
05/10/2023 18:25 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
06/10/2023 14:34 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
06/10/2023 14:34 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AHC30269

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 17,500.00
Transfer From Amount: SBD 17,500.00
Indicative :
My Reference: Rubis/Collection

Payment Details

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



PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed_____ Date 4/10/23
IF DIRECT CREDITS ISSUED: BANK REF #:_____ Signed_____	APPROVED BY FINANCIAL CONTROLLER Signed_____ Date 4/10/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	Loading of Rubbish from GOC Offices/sites	$17,500.00

Cheque No: IB for $17,500.00 Date 3/10/2023

Signature of claimant_____

PRINT NAME: _____

Payment Voucher Prepared by_____ Date 4/10/23

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC – 1349/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1		Raise payment to Clay & K for Collection/Loading of rubbish from other GOC offices, National Hosting office and EMCO Logistic w/House	Clay & K (SI) Services		$17,500-00
				Total:	$17,500-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $17,500-00 Date: 30/07/2023

Requisition Officer (Name): Imogen Vida Sign:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie. Renue Sign:

Position: FE

Department/Committee: NHA

Account Code No: 6-2717

Account Name: Other Local other Costs

Funds available on this account:

Authority is granted for expenditure not exceeding:

SBDS 17,500-00

Signed:

Name:

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Darby V. Thugo Date: 03/10/23

Position: PCO NHA

White Copy - Finance Unit/Department
Blue Copy - Compliance Unit/Department
Green Copy - Ordering Unit/Department

NATIONAL HOSTING AUTHORITY

PURCHASE REQUISITION

REQUISITION NUMBER: GOC – 1349/23

Contract/Supplier Payment Number:

Contract/Supplier Name:

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1		Raise payment to Clay & K for Collecting/Loading of rubbish/other from GOC offices, National Hosting office and EMCO Logistic W/House	Clay & K(SI) Services	1101	$17,500-00
				Total:	$17,500-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $17,500-00 Date: 30/07/2023

Requisition Officer (Name): Imogen Vida Sign:

Account Code No: 6-2717

Account Name: Other Local other Costs

Funds available on this account:

Supervisors Certification (Accountable Officer):

Certifying Officer (Name): Debbie Renee Sign:

Position: FC

Department/Committee: NHA

Authority is granted for expenditure not exceeding:

SBD$ 17,500-00

Signed:

Name: C Wilson

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

Threshold and contract/Supplier payments Checklist

Payment requires one quote ($10,000.00 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: Danly V. Thugo Date: 03/10/23

Position: PCO NHA

White Copy - Finance Unit/Department

Blue Copy - Compliance Unit/Department

Green Copy - Ordering Unit/Department

MINUTE **Ref:** GOC – 1349/23

To: CHIEF EXECUTIVE OFFICER, GOC

From: FINANCE & PROCUREMENT, GOC **Date:** 20/07/2023

RE: PURCHASE DOCUMENT TO PROCESS FOR 7 LOADS OF RUBISH FROM NATIONAL HOSTING AUTHORITY AND GOC OFFICES AND 29 LOADS OF MATTERESSES, LABOURS AND OTHERS FOR EMCO LOGISTIC OFFICE.

Minute approval is sought to raise payment as refered above.

The sum of **sbd 17,500.00** defined in the attached invoices. This represent the needs as being agreed upon by GOC Human Resource Management Team to ease payment as per services agreement.

See attached for invoices no. 2096506,2096505,2096503,2096504,2218586,2218584, and 2218587 for your intention.

Therefore, kindly facilitate for endorsement and approval of the work budget for payment process.

Thank you.
Prepared by: Imogen Vida
Finance (GOC)

Endorsed by:

Mr. Ian Irapo **Finance** Games Organizing Committee/NHA		
Signature:	Date: 2/10/23	

Approval by:

Mr. Peter Stewart **Chief Executive Officer** Games Organizing Committee/NHA		
Signature:	Date: 2/10/23	

Original

TAX INVOICE/STATEMENT 2218584
(*delete as appropriate)

Date 05/08/2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K Services
7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	R/load @ on 29/08/2023	700-00		700-00
1x	R/load @ on 31/08/2023	700-00		700-00
	P/s see D/Dockets attached.			
			$	1400-00

CLAY & K'S SERVICES BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT 2218587
(*delete as appropriate)

Date 11/09/2023

To G. O. C

ABN (of Recipient) | Order No.

From Clay & K Services
7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	05/09/2023			
1x	load Rubbish D/Docket# 046	700-00		700-00
	07/09/2023	700-00		700-00
1x	R/load D/Docket# 049			
	08/09/2023			
1x	R/load D/Docket# 050	700-00		700-00
			$	2100-00

CLAY & K'S SERVICES BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

TAX INVOICE/STATEMENT* 2096503

(*delete as appropriate)

Date 11.09.2023

To G.O.C Logistic Dept.
EMCO w/House.

ABN (of Recipient) | Order No.

From Clay & K Services
7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
8	loads of Tents & mattresses from EMCO to Hasting. D/Docket# 0076503 on 06/09/2023	500-00	$	$4000-00
	D/Docket with GREMA		$	$4000-00

CLAY & K'S SERVICES Date 11/09/23 Sign BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

TAX INVOICE/STATEMENT* 2096505

(*delete as appropriate)

Date 11/09/2023

To G.O.C logistic
EMCO w/House.

ABN (of Recipient) | Order No.

From Clay & K Services
7413096.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	Tents load DC Park to EMCO	$ 700-00	$	$ 700-00
4x	loads from Hastings to National Stadium D/Dockets # 0076501 on 04/09/2023	$ 500-00	$	$2000-00
	Note! D/Docket with GREMA		$	$2700-00

CLAY & K'S SERVICES Date 11/09/2023 Sign BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT 2218586

(*delete as appropriate)

Date 11/09/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K Sl Services

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	05/09/2023			
1x	load R/load	700-00	$	700-00
	D/Docket #045			
	07/09/2023			
1x	load R/load	700-00	$	700-00
	D/Docket #047			
			$	1400-00

CLAY & K'S SERVICES Date: 11/09/2023 Sign: BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT 2096506

(*delete as appropriate)

Date 18/09/2023

To G.O.C logistic
EMCO Warehouse

ABN (of Recipient) | Order No.

From Clay & K Sl Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
6	x loads of Mattresses & pallets & labour EMCO to 91 91 Henderson	$700	$	420-00
	D/Docket # 0076505			
	D/Docket with Jerolyn.		$	420-00

CLAY & K'S SERVICES Date: 18/09/23 Sign: BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT 2096504

(*delete as appropriate)

Date 11/09/2023

To G.O.C logistic Dept.
EMCO W/House.

ABN (of Recipient) | Order No.

From Clay & K Sl Services.
7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2 x	loads of S/Equip $500-		$	1000-00
	Hastings to National			
	Stadium.			
1 x	Tents load			
	DC Park to EMCO $700-		$	700-00
	w/House.			
	D/Docket# 0076502			
	on 05/09/2023			
	Note! D/Docket			
	with GREMA		$	1700-00

CLAY & K'S SERVICES
Date: 11/09/2023
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2218584

(*delete as appropriate)

Date 05/09/2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K SI Services

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	R/load @ on 29/08/2023	700-00		700-00
1x	R/load @ on 31/08/2023	700-00		700-00
	P/s see D/ Dockets attached.			
				$1400-00

CLAY & K'S SERVICES
Date: 05/09/23
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 041

Date 29/08/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

DELIVERY NOTE

043

Date 31/08/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

DELIVERY NOTE 046

Date 05TH/09/23

To G.O.C

Received from CLTY & K ST SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH Disposal

Recipient's Signature

Original

DELIVERY NOTE

047

Date 07/09/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD DISPOSAL RUBBISH

Recipient's Signature

Original

DELIVERY NOTE

049

Date 07/09/23

To G.O.C

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

MCCLEEN.S

Original

DELIVERY NOTE 050

Date 08/09/23

To C.O.C

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Serah Gina

Recipient's Signature

Original

TAX INVOICE/STATEMENT 2218587

(*delete as appropriate)

Date 11/09/2023

To G. O. C

ABN (of Recipient) | Order No.

From Clay & K S Services

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	05/09/2023			
1x	load Rubbish	700-00		700-00
	D/Docket# 046			
	07/09/2023	700-00		700-00
1x	R/load			
	D/Docket# 049			
	08/09/2023			
1x	R/load	700-00		700-00
	D/Docket# 050			
			$	2100-00

CLAY & K S SERVICES BUILDING & GENERAL CONSTRUCTION Date 11/09/2023 Sign

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

TAX INVOICE/STATEMENT* 2096504

(*delete as appropriate)

Date 11/09/2023

To G.O.C logistic Dept.
EMCO W/House.

ABN (of Recipient) | Order No.

From Clay & K SI Services.
7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
2 x	loads of S/Equipment from Hastings to National Stadium.	$500-		$1000-00
1 x	Tents load DC Park to EMCO W/House. D/Docket# 007650Z on 05/09/2023	$700-		$700-00
	Note! D/Docket with GREMA			$1700-00

CLAY & K'S SERVICES BUILDING & GENERAL CONSTRUCTION
Date 11/09/2023
Sign

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 0076502

Date 05TH/09/23

To G.O.C LOGISTIC
EMCO WARE HOUSE

Received from CLAY & K SF SERVICES

the following items in good order and condition:

2 x LOADS OF SPORTS EQUIPMENT FROM HASTINGS TO NATIONAL STADIUM

1 x LOAD OF TENTS FROM DC PARK TO EMCO WARE HOUSE

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218586

(*delete as appropriate)

Date 11/09/2023

To National Hosting Authority.

ABN (of Recipient) | Order No.

From Clay & K SI Services

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	05/09/2023			
1x	load R/load	700-00		$ 700-00
	D/Docket #045			
	07/09/2023			
1x	load R/load	700-00		$ 700-00
	D/Docket #047			
				$ 1400-00

CLAY & K'S SERVICES
Date: 11/09/2023
Sign:
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 045

Date 05/09/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x	LOAD RUBBISH DISPOSAL

Recipient's Signature

Original

TAX INVOICE/STATEMENT 2096505

(*delete as appropriate)

Date 11/09/2023

To G.O.C logistic
EMCO W/House.

ABN (of Recipient) | Order No.

From Clay & K SI Senices
7413096.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	Tents load DC Park to EMCO	$ 700-00		$ 700-00
4x	loads from Hastings to National Stadium D/Docket # 0076501 on 04/09/2023	$ 500-00		$ 2000-00
	Note! D/Docket with GREMA			$ 270-00

CLAY & K'S SERVICES
Date 11/09/2023
Sign
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 0076501

Date 04/09/23

To G.O.C LOGISTIC
EMCO WAREHOUSE

Received from CLAY & K SI SERVICES

the following items in good order and condition:

1	x LOAD OF TENTS FROM DC PARK TO EMCO
4	x LOADS FROM HASTINGS TO NATIONAL STADIUM

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2096503

(*delete as appropriate)

Date 11.09.2023

To G.O.C Logistic Dept.
EMCO w/House.

ABN (of Recipient) | Order No.

From Clay & K SI Services
7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
8	loads of Tents &	500-00		$4000-00
	mattresses from			
	EMCO to Hasting.			
	D/Docket#			
	0076503			
	on 06/09/2023			
	D/Docket with			
	GREMA			$4000-00

CLAY & K SI SERVICES
Date 11/09/23
Sign
BUILDING & GENERAL CONSTRUCTION

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 0076503

Date 06TH/09/23

To G.O.C LOGISTIC
EMCO WARE HOUSE

Received from CLAY & K SI SERVICES

the following items in good order and condition:

8 x LOADS OF TENTS & MATTRESSES
FROM EMCO TO HASTINGS

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2096506

(*delete as appropriate)

Date 18/09/2023

To G.O.C logistic
EMCO Warehouse

ABN (of Recipient) | Order No.

From Clay & K SI Services

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
6	x loads of Mattresses & pallets & labour EMCO to 91 Henderson	$700	$	4200-00
	D/Docket # 0076505			
	D/Docket with Jerolyn.		$	4200-00

CLAY & K'S SERVICES BUILDING & GENERAL CONSTRUCTION
Date: 18/09/23
Sign:

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of

Original

DELIVERY NOTE 0076505

Date 11/09/23

To G.O.C LOGISTICS
EMCO WARE HOUSE

Received from CLAY & K SI SERVICES

the following items in good order and condition:

6	x LOADS OF MATTRESSES + PALLETS & LABOURS

JEROLYN VILI

Recipient's Signature

11/9/23



C4

National Hosting Authority

COMPLIANCE CHECKLIST
(Up to $200,000 SBD)

Required documents:	FI Ref	Committee	NHA Compliance/ Finance	Comments
Purchase Requisition (PR) & Payment Voucher (PV)	P7 35	/	/	
Suppliers Invoice	P7 99	/	/	
Three Written Quotes and Bid Analysis (if above $10,000 and these goods/services are not waived in FI's -Domestic Travel, Hotel Accom, Freight, Market and Perishable Goods)	P7 9, P7 10 & P7 13			
Bid Waiver (if not following prescribed procurement method in the FI's)	P7 10.3 & 10.4, P7 7.1 (f)			
Vendor Information Form (for new vendor)				
ICT Checklist attached (if for ICT equipment)				
Compliance checks required by Finance				
Check supplier doesn't accept LPO's				
Check no other supplier will supply same goods using an LPO				
PV/PR has been signed by authorized person.	P7 44	/	/	
Check amount on PV/PR matches Pro-forma Invoice		/	/	
Account code used is correct	P7 38.5(e)	/	/	
Vendor name on PV/PR matches Pro-forma Invoice	P7 38.5(e)	/	/	

Check calculations on Invoice are correct	P7 43.2(c)	✓	✓	
Check Bid Waiver is for a Valid Reason				
Check selection of supplier is justified on Bid Analysis				
Check Expenditure is acceptable and proper use of SIG money.	P7 43.2(a)			
Check second and third quotes are from genuine suppliers.				
Check price and rates are reasonable.	P7 43.2(b)	✓	✓	
Check payment can't be made through Ministry's Standing Imprest (if below $5,000 SBD)				

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.

Committee Compliance performed by:

Signed: _____

Name and Position: Georgina. K Procurement

Date: 2/10/23

NHA Secretariat Compliance performed by:

Signed: _____

Name and Position: PA Finance (Pen)

Date: 2/10/23

Finance & Account s NHA Secretariat Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: CLAY & K SI Services - Invoices

1) Minute	☑	Sign by FC	✓	Sign by ED	
3) Requisition	☑	Sign by Complianceofficer	✓ 03/10/23		
2) Requisition	☑	Sign by FC	✓	Sign by ED	
3) Payment Voucher	☑	Sign by FC	✓	Sign by ED	
4) LPO	☐	Sign by FC		Sign by ED	
11/10/23 5) IB Authorisations	☑	Sign by FC	✓	Sign by ED	✓

Comments:

FC/ED for Approval

RECIEVED
DATE 3/10/23
PACIFIC GAMES SOLOMON ISLANDS SIGN

NHA

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	11/10/2023 12:21
Transaction Number:	AHD03074

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,100.00
Transfer From Amount: SBD 2,100.00
Indicative :
My Reference: Collect Rubbish

Payment Details

Account Name: Clay & K SI Service
Account Number: 022501000127
Bank Name: Pan Oceanic Bank
Reference To Payee : Inv2218590

Pay Date : 11/10/2023

PAID
DATE 12/10/23 CHQ. No.

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
11/10/2023 12:21 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
12/10/2023 08:57 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
12/10/2023 10:59 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
12/10/2023 10:59 Debbie Ofaeri Sifoni
Transaction Processed
* *

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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 AHD03074

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 2,100.00
Transfer From Amount: SBD 2,100.00
Indicative :
My Reference: Collect Rubbish

Payment Details

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

12/1

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023 PACIFIC GAMES

PAYMENT VOUCHER

Payment: Voucher No:	
NAME: Clay & K S.I Services	APPROVED BY EXECUTIVE DIRECTOR
Address:	Signed _____ Date 10/10/23
IF DIRECT CREDITS ISSUED: BANK REF #: _____ Signed _____	APPROVED BY FINANCIAL CONTROLLER Signed _____ Date 10/10/23

NHA CODE	GL NAME	FULL DETAILS OF CLAIM	AMOUNT
6-2717	Other Local Other Costs	RUbbish Collection Services 21st, 27th & 29th Sept 2023	$2,100.00

Cheque No: IB for $2,100.00 Date 3/10/2023

Signature of claimant _____

PRINT NAME: _____

Payment Voucher Prepared by _____ Date 4/10/23

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: NHA - 931 /23

DEPARTMENT: NHA - FINANCE

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		Request from Clay & K ST services rubbish collection services 21st, 27th and 29th september 2023 to NHA.	Clay & K ST		$2,100-00
				TOTALS	$2,100-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $2,100-00 Date: 03/10/23

Requisition Officer (Name): Charity. M Sign:

Account Code: 6-2717

Account Name: Other local Other Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie. Ronee Sign:

Post: FC

Department: NHA

Authority is granted for expenditure not exceeding:

SBD$ 2,100-00

Signed:

Name: Erien

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: Darby V. Thaw Date: 03/10/23

Position: PCCO NHA

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: NHA - 931 /23

DEPARTMENT: NHA - FINANCE

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		Request from Clay & K SI services rubbish collection services 21st 27th and 29th september 2023 to NHA.	Clay & K SI		$2,100-00
				TOTALS	$2,100-00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $2,100-00 Date: 03/10/23

Requisition Officer (Name): Charity M Sign:

Account Code: 6-2717

Account Name: Other local Other Costs

Funds available on this account: 10/23

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Debbie Renee Sign:

Post: FC NHA

Department:

Authority is granted for expenditure not exceeding:

SBD$ 2,100-00

Signed:

Name: CNien

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: Darby V. Thomas Date: 03/10/23

Position: PCCO NHA

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

Minute

To: Executive Director

Cc: Financial Controller 2/10/23

From: Finance Officer

Date: 2/10/2023

RE: Clay & K SI Services Invoice#2218590 for Approval

I hereby attached invoices submitted from Clay & K SI Services Rubbish Collection Services 21st, 27th & 29th September 2023 to NHA. Invoice# 2218590 totaled **$2100** attached here with.

For your consideration

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL2023 PACIFIC GAMES

2/10/23

Thank you

Patrick Taloboe

Original

DELIVERY NOTE 057

Date 21/09/23

To NATIONAL HOSTING AUTHORITY

Received from CLAY & K SI SERVICES

The following items in good order and condition:

1 x LOAD OF RUBBISH Dispose

Recipient's Signature

Original

TAX INVOICE/STATEMENT* 2218590

(*delete as appropriate)

Date 02/10/2023

To National Hosting Authority

ABN (of Recipient) | Order No.

From Clay & K SI Services

7413096

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1x	load R/Collection	700-00		700-00
	21/09/23 D/D# 057			
1x	R/load	700-00		700-00
	27/09/23 D/D# 062			
1x	R/load	700-00		700-00
	29/09/23 D/D# 064			
	CLAY & K'S SERVICE 02/10/23 BUILDING & GENERAL CONSTRUCTION			
	See D/Dockets attached.			
				$2100-00

TOTAL INCLUSIVE OF G. S. T.

Total includes G. S. T. of