NHA-DFAT FUND

ET Plumbing Services

REMITTANCE ADVICE

Date: 24/01/2023

Payment Number:	906569
Payment Amount:	$28,535.88

Mobilization - 20% Labor base contract for Schools

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00001027	20/01/2023	$142,679.38	$0.00	$0.00	$28,535.88

ANZ

Australian and New Zealand Banking Group Limted (ANZ)

STAMP DUTY PAID

HONIARA, SOLOMON ISLANDS

DATE 25 01 23 (D D M M Y Y)

PAY ET PLUMBING Services OR BEARER

THE SUM OF Twenty Eight Thousand Five Hundred and Thirty Five Dollars and 88/100.

SBD$ 28,535.88

NOT NEGOTIABLE

PLEASE SIGN ABOVE THIS LINE

PLEASE SIGN ABOVE THIS LINE

№ 906569

NATIONAL HOSTING AUTHORITY 560.140

27-01-2023

Eddie Tola

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

PAYMENT VOUCHER

DATE 24/01/2023

ET PLUMBING SERVICES
Honiara
Solomon Islands

Cheque Number 906569

Total Amount Paid $28,535.88

Payment 01- 50% Mobilisation - Lot1 Tenaru Plumbing Works

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00001027	20/01/2023	$142,679.38	$0.00	$28,535.88

NATIONAL HOSTING AUTHORITY
Approved
HONIARA
24/01/23.

Payment Voucher Prepared By: _____ Date: 24/01/2023

Signature of Claimant: _____

PRINT NAME: Eddie Tole

PAYMENT SCHEDULE

ET PLUMBING Services

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU/PLUMBING WORKS / A8/LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			154,247.98				
16/01/2023	No.1	20%	30,849.60		2,313.72	28,535.88	Payment in progress
	No.2	35%	53,986.79		4,049.01	49,937.78	
	No.3	35%	53,986.79		4,049.01	49,937.78	
	No.4 - RETENTION	10%	15,424.80		1,156.86	14,267.94	
			-		-	-	
TOTAL			***154,247.98***	-	***11,568.60***	***142,679.38***	

Approved

NATIONAL HOSTING AUTHORITY
PO BOX 2443
HONIARA
Ph. 7308809
SOL2023 PACIFIC GAMES

OFFICIAL PURCHASE ORDER

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

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

PO # NHA 1027

DATE: 20/01/2023

Supplier:	ET Plumbing Services.	**Delivery to:**	PMU
Address:	Honiara, Solomon Islands.	**Attention:**	Peter Himane.
Mobile:		**Mobile:**	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Payment for Labour-based contract for school upgrade of Games Village - St Joseph Tenaru, Plumbing, A8, Lot 1.			$154,247.98

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	$154,247.98
TAX	
TOTAL	$154,247.98

NHA Account Name: Other Local Other Costs.	***NHA Account Code:*** 6-2717
MOFT Account Name:	***MOFT Account Code:***
Approved by: Signature:	***Date:*** 20/1/23
[Financial Controller]	
PP ***Signature:***	***Date:*** 20/1/23
[CEO]	

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 443/23

DEPARTMENT: PMU.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	L.S	Payment 1 (20% mobilization for Labour-based Contract for Upgrade of Schools - LOT 1 Tenaru ~~Carpentry~~ Plumbing works for Building 8 & 9. (LITB-GFC 09/22).	ET Plumbing Services	Inv# 101	$ 30,849.60
				TOTALS	$ 30,849.60

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 30,849.60 Date: 19/01/2023

Requisition Officer (Name): Peter Himane Sign:

Account Code: 6-2717

Account Name: other local other costs.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Elden Tepa Sign: 19/01/23

Post: Executive Director

Department: GFC - PMU

Authority is granted for expenditure not exceeding:

SBD$ 30,849-60

Signed:

Name: Debbie. Rara

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: Leeroy. B Date: 19/01/23

Position: PCM

2023 RECIEVED DATE 20/01/2023 PACIFIC GAMES SOLOMON ISLANDS SIGN

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU 19/01/23

From: Freda Waki, PMU

NHA Ref: **FW-180123**

Date: Wednesday 18th January 2023

SUBJECT: **Request Mobilization Payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for the Games Village to ET Plumbing services - Lot 1,Plumbing Works**

Dear ED,

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

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Mobilization for Building 8 & 9 Girls Dormitory Ablution Blocks	20%	$ 30,849.60

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

Kind regards,

Freda Waki
Project Engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

Approved	Not Approved

....
Signature Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

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

PROGRESS PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Payment No. 1		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	St. Joseph's Tenaru - Building 8 & 9 - Plumbing Works		
Contractor:	ET Plumbing Services		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator:	Elwyn Maetia	**Date Invoice Received:**	16-Dec-22
		Date Issued for payment:	19-Jan-22
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 154,247.98		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$ 30,849.60	$ 30,849.60	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$ 30,849.60**		
9	**Original Contract Value**	**$ 154,247.98**		
10	**Total Adjusted Contract Value**	**$ 154,247.98**		
11	**Balance of Contract Payment**	**$ 123,398.38**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 30,849.60	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 30,849.60	

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

Payment is hereby certified: 19/01/23
Graham Lilo (Project Manager) *Date*

Complianced and approved by: 19/01/23
Peter Himane (Contract Manager) *Date*

Claim is hereby approved for payment by: 19/01/23
Eldon Tepa (Executive Director - PMU) *Date*

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

ET PLUMBING
SERVICES

Invoice No. 101

INVOICE

Customer

Name	Project Management Unit
Address	National Hosting Authority, P.O.Box 2443, Solomon Islands Government.
Project:	LABOUR BASED-UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023
Contract #	GTB-GFC09/22
Subject	Mobilization Payment No. 1

Misc

Date	16-12-22
Order No.	

Qty	Description	Unit Price	Total (SBD)
1	Payment No. 1-Mobilization (20%)		$ 30,849.60
	(As per SECTION IV:PAYMENT SCHEDULE)		
		Sub-Total	$30,849.60
	Retention Withheld	10%	$3,084.96
		TOTAL	$27,764.64

Payment

Comments: Please make all payments to:
Name: ET Plumbing Services
Bank Name: ANZ Bank
Account No: 5212658
Contact: (+677) 7607348

LOT 1-SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL_PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

Signature:

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ET Plumbing Services

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

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

AND

ET Plumbing Services (hereinafter "the Contractor"), of Foxwood, Central Guadalcanal, Solomon Islands, of the other part represented by **Eddie Tolei,** herein the Managing Director of **ET Plumbing Services**,

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

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

4. The total Price shall be **SBD$ 154,247.98.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

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

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

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

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

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

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

    Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

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

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

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

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

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

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

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

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

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

20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

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

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Eddie Tolei
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director ET Plumbing Services
Date:	19/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

The terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are defined as follows:

1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.

1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.

1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

1.6 **CONTRACTOR:** The Employer's counterparty.

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

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

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

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

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

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

1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.

3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.

3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.

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

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

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

7.1 All notifications given by the Parties on the basis of the Contract must be in writing.

7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.

7.3 'In writing' is understood to include 'electronically', provided:
   a. the notification can be consulted by the addressee.
   b. the authenticity of the notification is sufficiently guaranteed; and
   c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.

8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

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

10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.

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

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

10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.

12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:

a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

12.3 The penalty will be set off against the amounts owed by the Employer, irrespective of whether the rights to such amounts have been assigned to a third party.

Article 13 Non-performance

13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.

13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the Employer may derive from non-performance.

Article 14 Liability

14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.

14.2 The Contractor indemnifies the Employer against any third-party claims for damages resulting from a failure as referred to in paragraph 1.

Article 15 Force Majeure

15.1 In the event of temporary force majeure, the Contractor will immediately notify the Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer then has the right to choose between:

a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Employer has the right to dissolve the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

or

b. Dissolution of the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Employer and the Employer has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.

15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by Contractors, failures in the Contractor's production process and liquidity or solvency problems on the part of the Contractor, or failures on the part of third parties engaged by the Contractor.

Article 16 Dissolution

16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.

16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

17.1 If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

MISCELLANEOUS

Article 18 Documentation

18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.

18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.

20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Eddie Tolei ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

		Contractor's liability for damage to the Employer's property other than the Works, and c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			**SBD$ 154,247.98**
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 30,849.60**	**$ 30,849.60**
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	**$53,986.79**	**$53,986.79**
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	**$ 53,986.79**	**$ 53,986.79**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 15,424.80**	**$ 15,424.80**
TOTAL			**$ 154,247.98**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called "**Junior Dorm**" and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

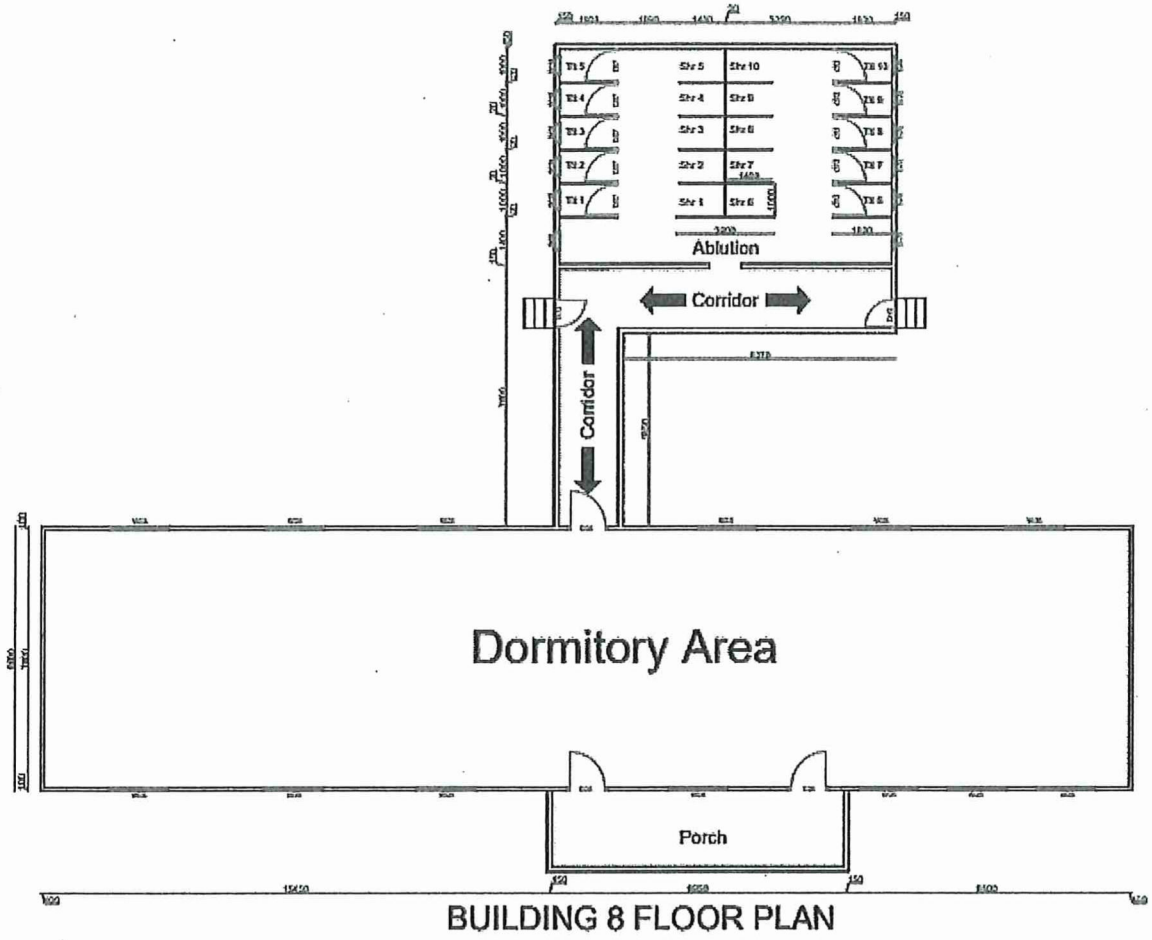


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. **Plumbing Works**

   i. Toilets
   - Remove existing damaged toilet pans and their damaged accessories and replace with new ones.

   ii. Showers
   - Remove all existing shower roses/taps and install new ones.
   - Install new soap-holders.

   iii. Handwash Basins
   - Remove old damaged handwash basins and replace with new ones.

iv. Towel Holders

- Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

3. Cleaning Works

i. Floor

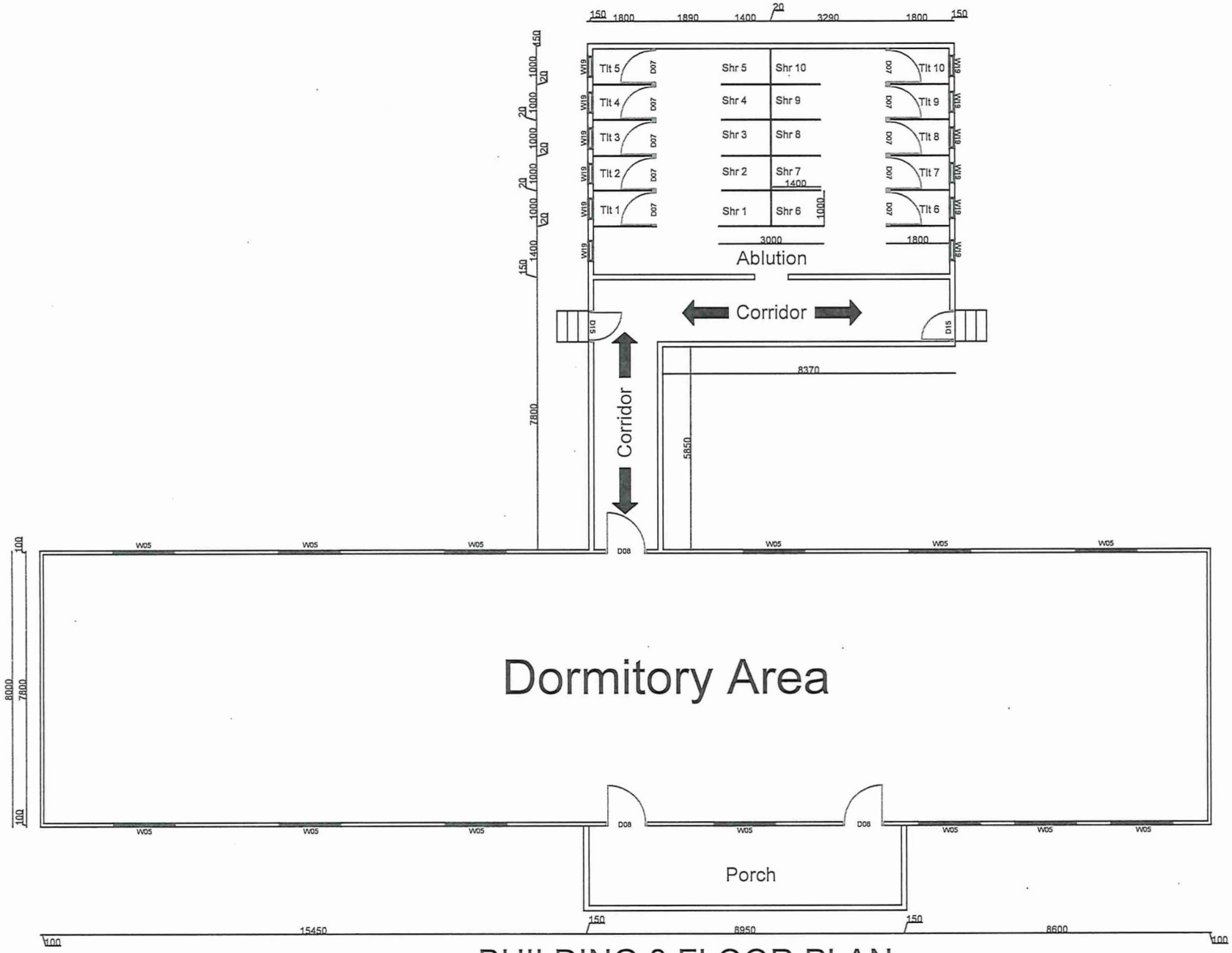
- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Shower Glasses

- Wash, scrub & clean all shower glasses with water and specified cleaning detergents.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution area before handing over to NHA.



BUILDING 8 FLOOR PLAN

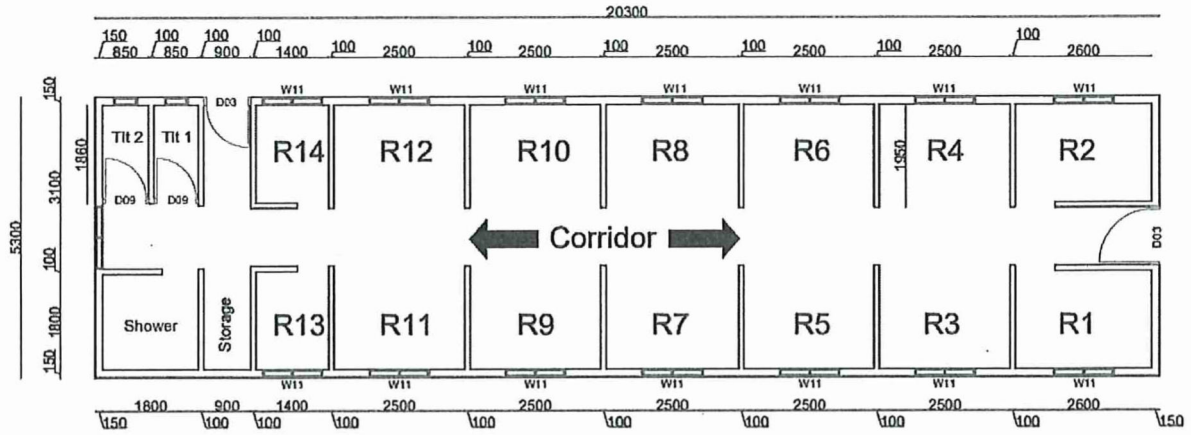
@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	1

BUILDING 9: SCOPE OF WORKS

Building 9 is double story girls' dormitory building. The ground floor is called "**Dorm 5**" and the top floor is called "**Dorm 6**".

Dorm 5: Ground Floor (Girls' Dormitory)



BUILDING 9 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for ***building 9 ground floor*** (Girls' Dormitory).

1. **Plumbing Works**

   i. Toilets
   - Remove existing damaged toilet pans and their damaged accessories and replace with new ones.

   ii. Showers
   - Remove all existing shower roses/taps and install new ones.
   - Install new soap-holders.

   iii. Handwash Basins
   - Remove old damaged handwash basins and replace with new ones.

   iv. Towel Holders
   - Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Toilet & Shower Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

ii. Walls

- Install new tiles on toilet walls and shower walls.

3. Cleaning Works

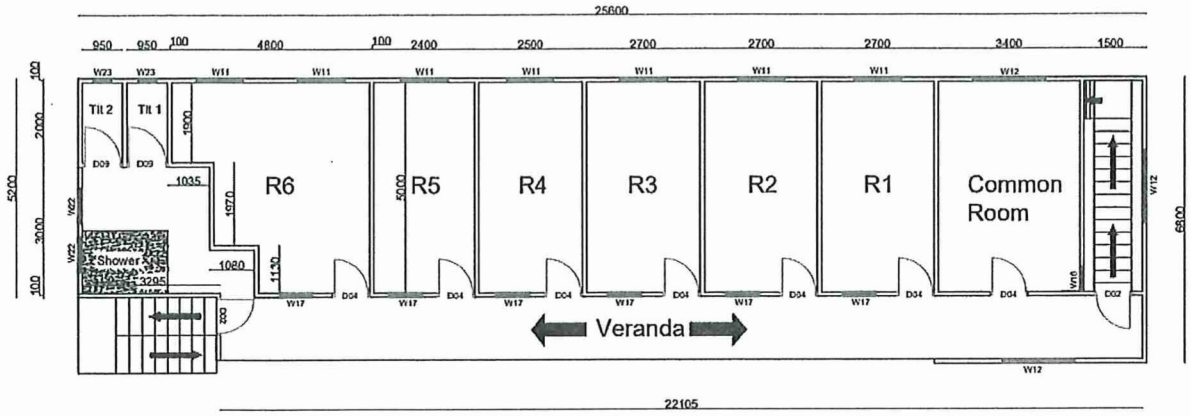
i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.

Dorm 6: Top Floor (Girls' Dormitory)



BUILDING 9 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

The following are the scope of works for ***building 9 top floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. Handwash Basins
     - ➢ Install new handwash basins.
   - iv. Towel Holders
     - ➢ Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. **Tiling Works**
   - i. Toilet & Shower Floor
     - ➢ Install new non-slip tiles to ablution floor (including toilet floors and shower floors).
   - ii. Walls
     - ➢ Install new tiles on toilet walls and shower walls.

3. Cleaning Works

i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Wall

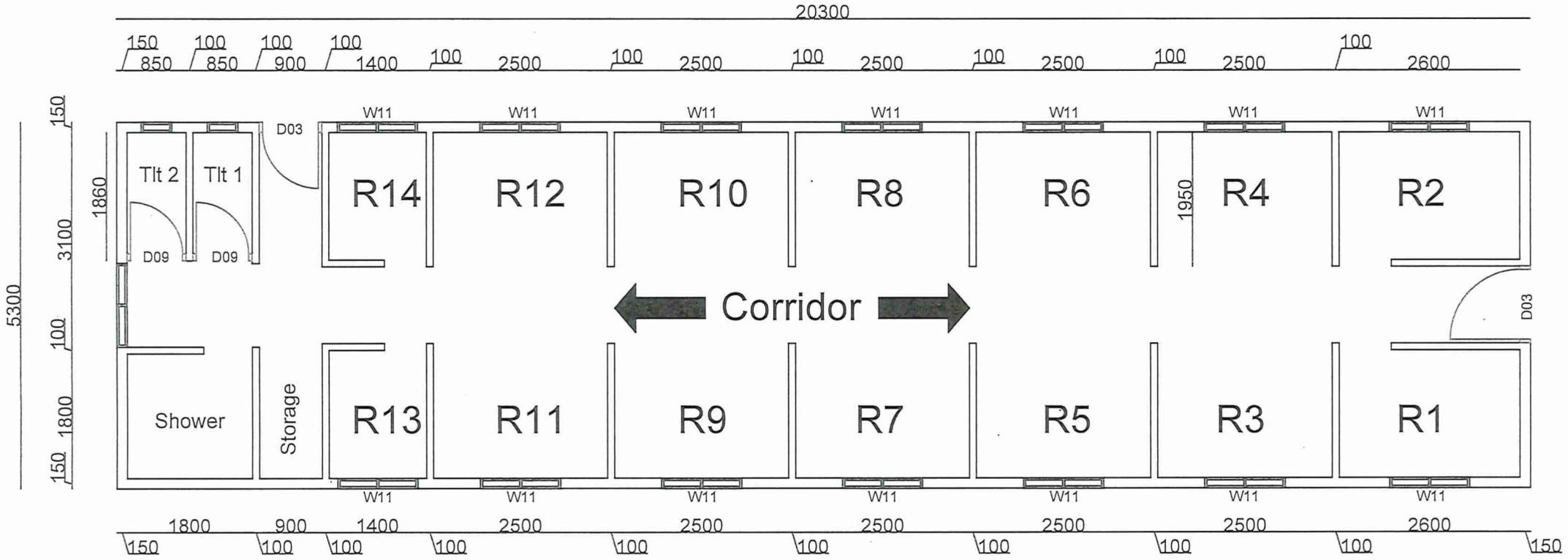
- Wash and clean all ablution surfaces prior to tiling.

iii. Veranda Floor

- Wash, scrub, and clean veranda floor with water and specified cleaning detergents.

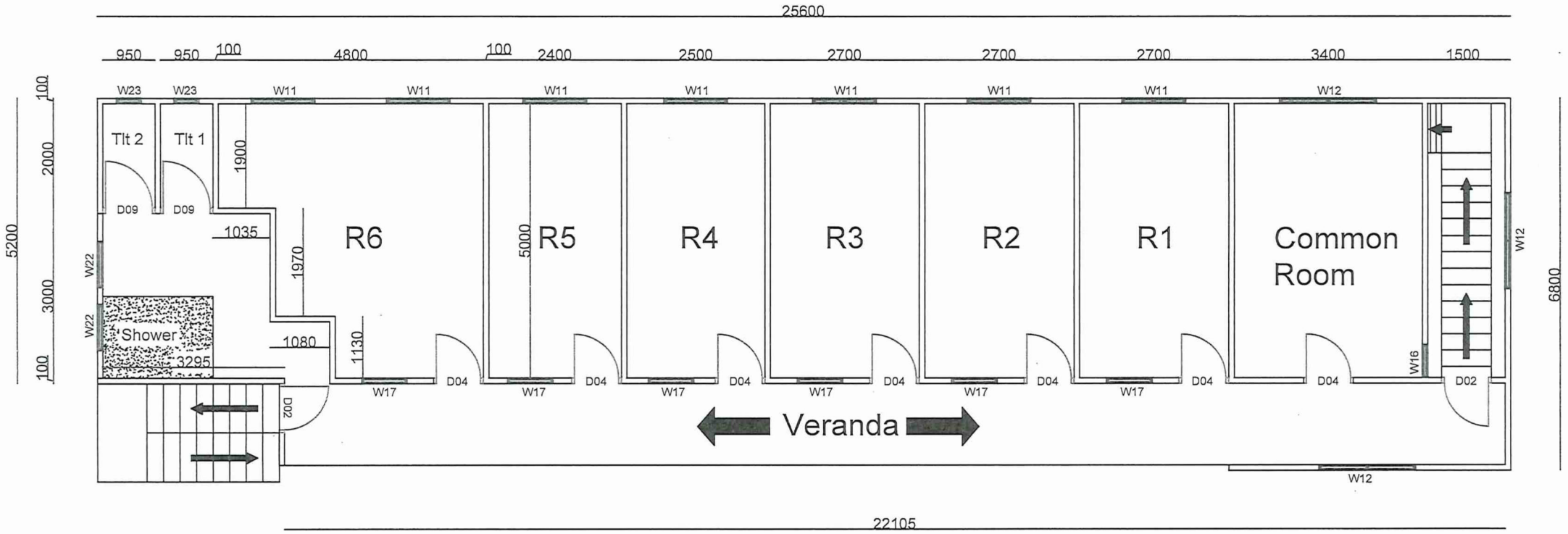
iv. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:80	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.ARFBAIQ	G. LILO	1



BUILDING 9 TOP FLOOR PLAN
@ SCALE 1:100

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:100	PROJECT NAME:	03 GAMES VILLAGE	4/06/2022	F. WAKI	F.ARFRAIO	G. LIIO	1

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

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

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

PACIFIC GAMES
SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Eddie Tole
Managing Director
ET Plumbing
P.O.Box 1529
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / PLUMBING / A8 / Lot 1

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

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

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

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

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

Yours Sincerely,

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

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

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

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

ANNEX III: POLICE CLEARANCE CERTIFICATES

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

PMU

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

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

Department Compliance performed by:

Signed: _____

Name and Position: Christina. L, Cadet Contract Administrator

Date: 19/01/2023.

Procurement section Compliance performed by:

Signed: _____

Name and Position: Leroy. B, PCM

Date: 19/01/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

NHA-DFAT FUND

ET Plumbing Services

REMITTANCE ADVICE

Date: 23/03/2023

Payment Number: AGD56632

Payment Amount: $49,937.78

Payment No.02-35% for Games village-lot 1- Tenaru plumbing works

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00001027	20/01/2023	$142,679.38	$0.00	$28,535.88	$49,937.78

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to ANZ Transfer
Transaction or Request Status:	Posted
Date / Time:	21/03/2023 14:58
Transaction Number:	AGD56632

Transaction Details:

Account Transfer of SBD 49,937.78

From Account: 5691140
To Account: 5212658

Notes for Recipient: INV#103-St Joseph School
Notes for Myself: Pay2-Plumbing Works

Pay Date : 21/03/2023

PAID
DATE 23/03/2023
GL# —
JOB —
PAYMENT# AGD56632

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
21/03/2023 14:58 Pauline Tovua
Authorisation Required for : Transfer Between My Accounts (2A)
23/03/2023 08:24 Christian Nieng
Authorised -Transfer Between My Accounts
Comments : verified
23/03/2023 12:25 Debbie Ofaeri Sifoni
Authorised -Transfer Between My Accounts
23/03/2023 12:25 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 AGD56632

Transaction Details

Account Transfer of SBD 49,937.78

From Account: 5691140
To Account: 5212658

Notes for Recipient: INV#103-St Joseph School
Notes for Myself: Pay2-Plumbing Works

Pay Date: 21/03/2023

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
21/03/23
PACIFIC GAMES

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

PAYMENT VOUCHER

DATE 16/03/2023

ET PLUMBING SERVICES
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $49,937.78

Payment No.02 (35%) for Games Village - Lot1 Tenaru Plumbing Works

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00001027	20/01/2023	$142,679.38	$28,535.88	$49,937.78

NATIONAL HOSTING AUTHORITY FINANCIAL CONTROLLER SOL2023 PACIFIC GAMES 17/3/23

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL2023 PACIFIC GAMES 23/3/23

Payment Voucher Prepared By: _____ Date: 16/03/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

ET PLUMBING Services

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU/PLUMBING WORKS / A8/LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			154,247.98				
16/01/2023	No.1	20%	30,849.60		2,313.72	28,535.88	Paid
16/03/2023	No.2	35%	53,986.79		4,049.01	49,937.78	Payment in progress
	No.3	35%	53,986.79		4,049.01	49,937.78	
	No.4 - RETENTION	10%	15,424.80		1,156.86	14,267.94	
			-		-	-	
TOTAL			*154,247.98*	-	*11,568.60*	*142,679.38*	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-569/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	L.S	Payment 2 (35%) for Labour-based Contract for Upgrade of Schools – Lot 1 [Tenaru] - Building 8 & 9 Plumbing Works – Contract No. GTB-GFC 09/22	ET Plumbing	INV # 103	$53,986.79
				TOTALS	$53,986.79

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $53,986.79 Date: 15/03/23

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-2217

Account Name: Other Local Other Cost.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 15/3/23

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 53,986.79

Signed:

Name: C NIENG

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOLOMON ISLANDS 2023 PACIFIC GAMES

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: Darcy M Tevo Date: 16/03/23

Position: PCO NHA

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU

From: Graham Lilo, Project Manage, PMU

NHA Ref: **GL-140323**

Date: Monday 14th March 2023

SUBJECT: Request for Payment 2 (35%) for Labour-based Contract for Upgrade of Schools for the Games Village to ET PLUMBING- Lot 1, Building 8 & 9 Plumbing works

Dear ED,

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

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labor-based Contract for Upgrade of Schools for the Games Village	Payment 2 for ET PLUMBING	35%	$53,986.79

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

Kind regards,

Graham Lilo
Project Manager, PMU

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR 16/3/23
SOL2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY

Approved	Not Approved
✓	

....
Signature Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

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

PROGRESS PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Payment No. 2		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	St. Joseph's Tenaru - Building 8 & 9 - Plumbing Works		
Contractor:	ET Plumbing Services		
Project Manager	Graham Lilo	**Certificate:**	PC - 02
Contract Administrator:	Elwyn Maetia	**Date Invoice Received:**	28-Feb-23
		Date Issued for payment:	10-Mar-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 154,247.98		
1	Payment 2 (35%) - shall be made upon 50% completion of plumbing works	$ 30,849.60	$ 30,849.60	Previous claim
2	Payment 2 - 35%	$ 53,986.79	$ 53,986.79	This Claim
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	$ 84,836.39		
9	**Original Contract Value**	$ 154,247.98		
10	**Total Adjusted Contract Value**	$ 154,247.98		
11	**Balance of Contract Payment**	$ 69,411.59		

B PAYMENT DETAILS

	Progress payment for this claim	$ 53,986.79	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 53,986.79	

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

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* 15/03/23 *Date*

Compliianced and approved by: ..... *Peter Himane (Contract Manager)* 15/3/23 *Date*

Claim is hereby approved for payment by: ..... *Eldon Tepa (Executive Director - PMU)* 15/3/23 *Date*

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

ET PLUMBING
SERVICES

Invoice No. 103

INVOICE

Customer

Name	Project Management Unit
Address	National Hosting Authority, P.O.Box 2443, Solomon Islands Government.
Project:	**LABOUR BASED-UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023**
Contract #	**GTB-GFC09/22**
Subject	**Payment No. 2**

Misc

Date	28-02-23
Order No.	

Qty	Description	Unit Price	Total (SBD)
1	**Payment No. 2 (35%)**		**$ 53,986.79**
	(As per SECTION IV:PAYMENT SCHEDULE)		
	35% payment shall be paid upon completion of plumbing works for all toilets, and pre-completion works		
		Sub-Total	$53,986.79
		TOTAL	**$53,986.79**

Payment

Comments: Please make all payments to:
Name: ET Plumbing Services
Bank Name: ANZ Bank
Account No: 5212658
Contact: (+677) 7607348

LOT 1-SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL_PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

Signature:

ET Plumbing Services
P.O.Box 1529, Honiara-Solomon Islands
Mobile: +677 7607348
Email: etplumbingservices@gmail.com

29 February, 2023

PROGRESS REPORT

No: PR#01

Date:	**29 February, 2023**
Project No:	**GTB-GFC09/22**
Project Name:	**PLUMBING WORKS FOR BUILDING 8&9 – GIRLS DORMITORY ABLUTION BLOCK**
Site Contact:	**+677 7607348**

Please see attached Report for your review and records.

Summary

Completed Works:

BUILDING 8: *Plumbing works for all toilets*

- Remove existing damaged toilet pans and their damaged accessories and replace with new ones
- Remove all existing shower roses
- Remove old damaged hand-wash basins and replace with new ones
- Install towel holders on the walls at the entrance to ablution
- Install new non-slip tiles to ablution floor
- Wash, scrub & clean ablution floor with water and specified cleaning detergents before tiling works commences

BUILDING 9: *Plumbing works for all toilets*

- Remove existing damaged toilet pans and their damaged accessories and replace with new ones
- Remove all existing shower roses
- Remove old damaged hand-wash basins
- Install new non-slip tiles to ablution floor
- Install new tiles on the toilet walls and shower walls
- Wash, scrub & clean ablution floor with water and specified cleaning detergents before tiling works commences

Weather

Weather description: (*No weather was recorded on site)*

Notes

Instructions:
Nil

Delays:
Nil

Tools Used:

- Claw Hammer
- Tape Measure (20m, 8m, 6m)
- Extension Cable
- Combination Square
- Hand Saw
- Knippers
- Steel Grinder
- Pliers
- Steel Trowel

Materials Requested: *Not recorded*

OH & S

- Majority of works on site wear proper PPE
- Drink more water from dehydration

The content of this Site Diary remains the property of ET Plumbing Services and is intended for the recipient only. This document should not be distributed without the prior written consent of the Owner.

On behalf of ET Plumbing Services:



Eddie Tole
Managing Director/Surpervisor
7607348

Photos



Fig. 1 _ Newly installed toilet pan and cistern

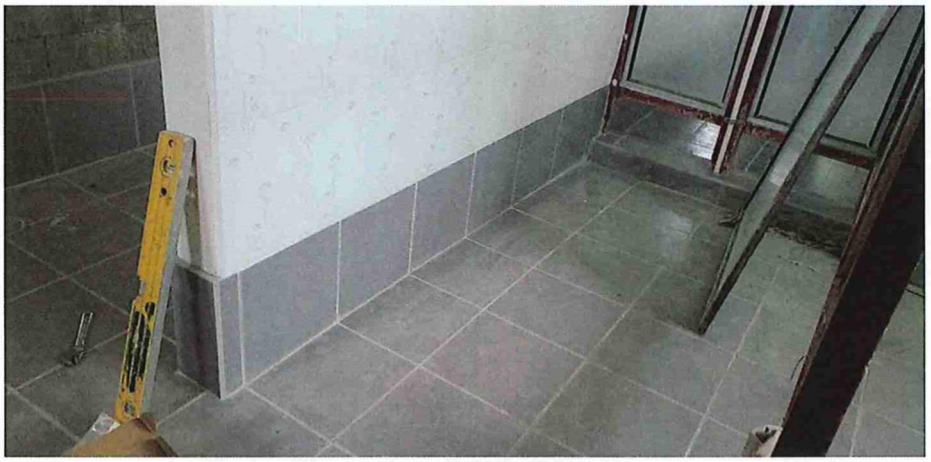


Fig. 2 _ Tiling works to floor & wall in shower area



Fig. 3 _ Newly installed hand-basin

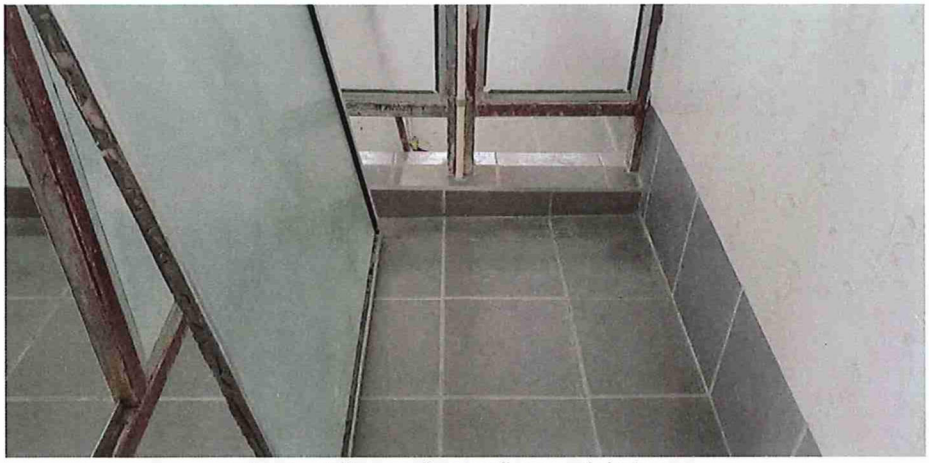


Fig. 4 _ Tilling to shower floor and drainage

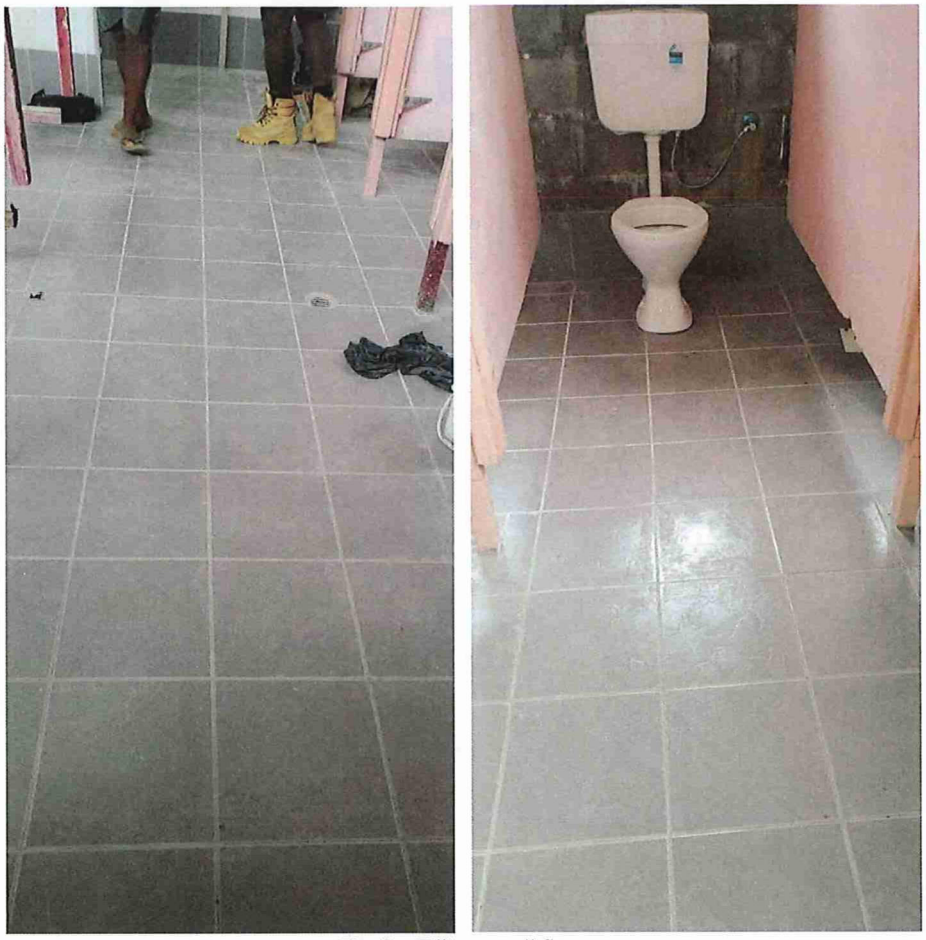


Fig. 5 _ Tilling to all floor



Fig. 6 _ Installed tiles to shower wall



Fig. 7 _ Installed tiles to shower wall



Fig. 8 _ Hand basin installation



Fig. 9 _ Installed tiles to main entrance of bldg. 8



Fig. 10 _ Tiling to shower room (bldg. 9)



Fig. 11 _ Tiling to floor (bldg. 9)

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

PROGRESS REPORT

Date: 10th March 2023



CONTRACT NO: **GTB-GFC09/22 – LOT 1**

CONTRACT NAME:
Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1-St Joseph Tenaru Catholic Secondary School – Plumbing Works for Building 8 & 9, Girls Ablution Block

CONTRACTOR NAME: **ET PLUMBING**

COMMENCEMENT DATE: **25th December 2022**

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

info@sol2023.com.sb

+677 7308800

Sol2023 XVII Pacific Games

1.0 INTRODUCTION:

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

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 9th January 2023, which the effective date of this report. Thus, this report is purposely to provide an up to date progress of works as per contract scope of works for the release of payment 2, as requested by the Contractor ET PLUMBING.

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT:	**$154,247.98**
PAYMENTS RECEIVED: **PMT 1 - 20%**	**$30,849.60**
THIS CLAIM: **PMT 2 – 35%**	**$53,986.79**
CONTRACT BALANCE	**$69,411.59**

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 154,247.98
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 30,849.60**	**$ 30,849.60**
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	**$53,986.79**	**$53,986.79**
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	**$ 53,986.79**	**$ 53,986.79**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 15,424.80**	**$ 15,424.80**
TOTAL			**$ 154,247.98**

4.0 THE REPORT:

Below are summary report of the work progress on site as of the date of inspection. All works are detailed in the scope of works under the contract.

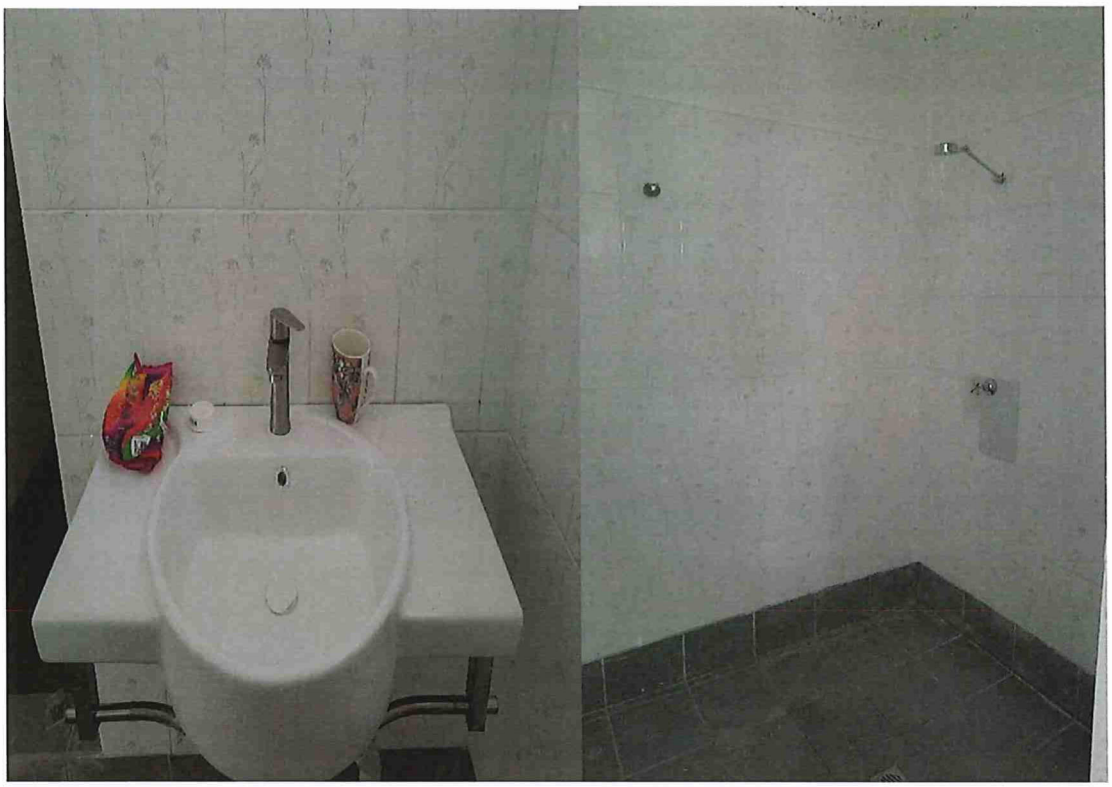
APPROVED SCOPE OF WORKS FOR BUILDING 8 & 9

Item	Description of Scope of Works	Status
1.0	**Toilets & Fittings**	
1.1	Remove existing damage toilet Pans and Cisterns and replaced with new system	70% complete
1.2	Remove old blocked inlet piping and connect new PEX piping system	100% complete
1.3	Tiling all floors and walls	80% complete
2.0	**Shower & Fittings**	
2.1	Remove old blocked inlet piping and connect new piping system	100% complete
2.2	Remove old shower rose and taps and remove with new ones	70% complete
2.3	Remove old blocked inlet piping and connect new PEX piping system	
2.4	Tiling of all floors and walls with non-slip tiles	90% complete
3.0	**Wash hand Basin**	
3.1	Remove old damage wash hand basin and replace with new one plus wall brackets, and fittings	100% complete
3.2	Tiling of all floors and walls with non-slip tiles	90% complete
4.0	**Tiling**	
4.1	Wash, scub & clean floor and lay non-slip tiles to ablution floor	90% complete
4.2	Install towel rail in front entrance of ablution	100% complete

9.0 PHOTOS:



Building 8



Building 9

10.0 CONCLUTION:

- The overall progress on site is good and recommended for release of payment 2 as per claimed by the contractor.

11.0 RATINGS:

- Project 80% complete

COMPILE BY:

ELWYN MAETIA
Contract Administrator
Project Management Unit (PMU)

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ET Plumbing Services

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

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

AND

ET Plumbing Services (hereinafter "the Contractor"), of Foxwood, Central Guadalcanal, Solomon Islands, of the other part represented by **Eddie Tolei,** herein the Managing Director of **ET Plumbing Services,**

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

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

4. The total Price shall be **SBD$ 154,247.98.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

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

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

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

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

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

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

    Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

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

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

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

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

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

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

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

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

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

20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

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

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nicnig	**Name:**	Eddie Tolei
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director ET Plumbing Services
Date:	19/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 16/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

The terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are defined as follows:

1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.

1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.

1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

1.6 **CONTRACTOR:** The Employer's counterparty.

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

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

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

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

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

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

1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.

3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.

3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.

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

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

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

7.1 All notifications given by the Parties on the basis of the Contract must be in writing.

7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.

7.3 'In writing' is understood to include 'electronically', provided:

a. the notification can be consulted by the addressee.
b. the authenticity of the notification is sufficiently guaranteed; and
c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.

8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

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

10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.

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

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

10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.

12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:

a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

12.3 The penalty will be set off against the amounts owed by the Employer, irrespective of whether the rights to such amounts have been assigned to a third party.

Article 13 Non-performance

13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.

13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the Employer may derive from non-performance.

Article 14 Liability

14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.

14.2 The Contractor indemnifies the Employer against any third-party claims for damages resulting from a failure as referred to in paragraph 1.

Article 15 Force Majeure

15.1 In the event of temporary force majeure, the Contractor will immediately notify the Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer then has the right to choose between:

a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Employer has the right to dissolve the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

or

b. Dissolution of the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Employer and the Employer has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.

15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by Contractors, failures in the Contractor's production process and liquidity or solvency problems on the part of the Contractor, or failures on the part of third parties engaged by the Contractor.

Article 16 Dissolution

16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.

16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

17.1 If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

MISCELLANEOUS

Article 18 Documentation

18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.

18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.

20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** **Eldon Tepa** **Executive Director** **Project Management Unit** **Email: ETepa@sol2023.com.sb**

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Eddie Tolei ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

		Contractor's liability for damage to the Employer's property other than the Works, and c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 154,247.98
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 30,849.60**	**$ 30,849.60**
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	**$53,986.79**	**$53,986.79**
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	**$ 53,986.79**	**$ 53,986.79**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 15,424.80**	**$ 15,424.80**
TOTAL			**$ 154,247.98**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called "Junior Dorm" and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

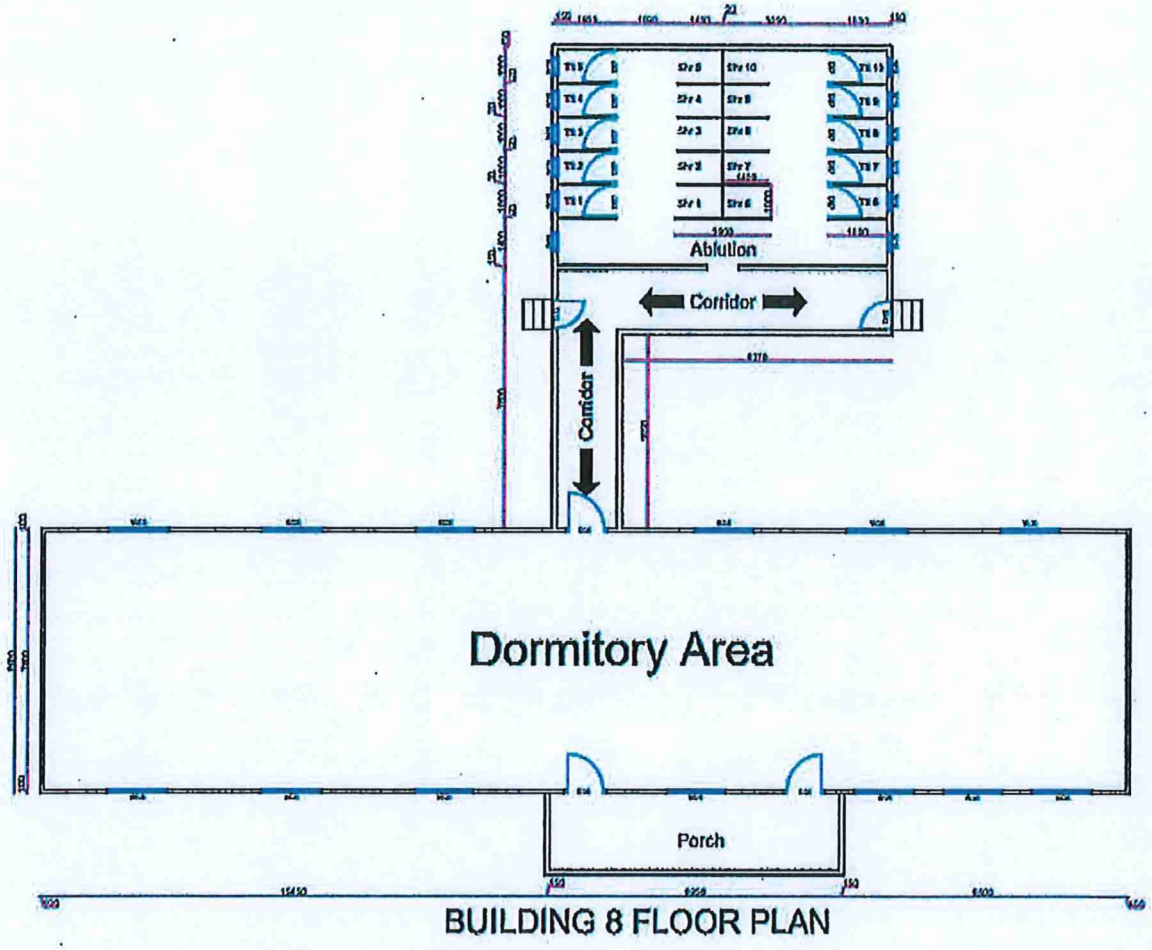


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. Handwash Basins
     - ➢ Remove old damaged handwash basins and replace with new ones.

iv. Towel Holders

- Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

3. Cleaning Works

i. Floor

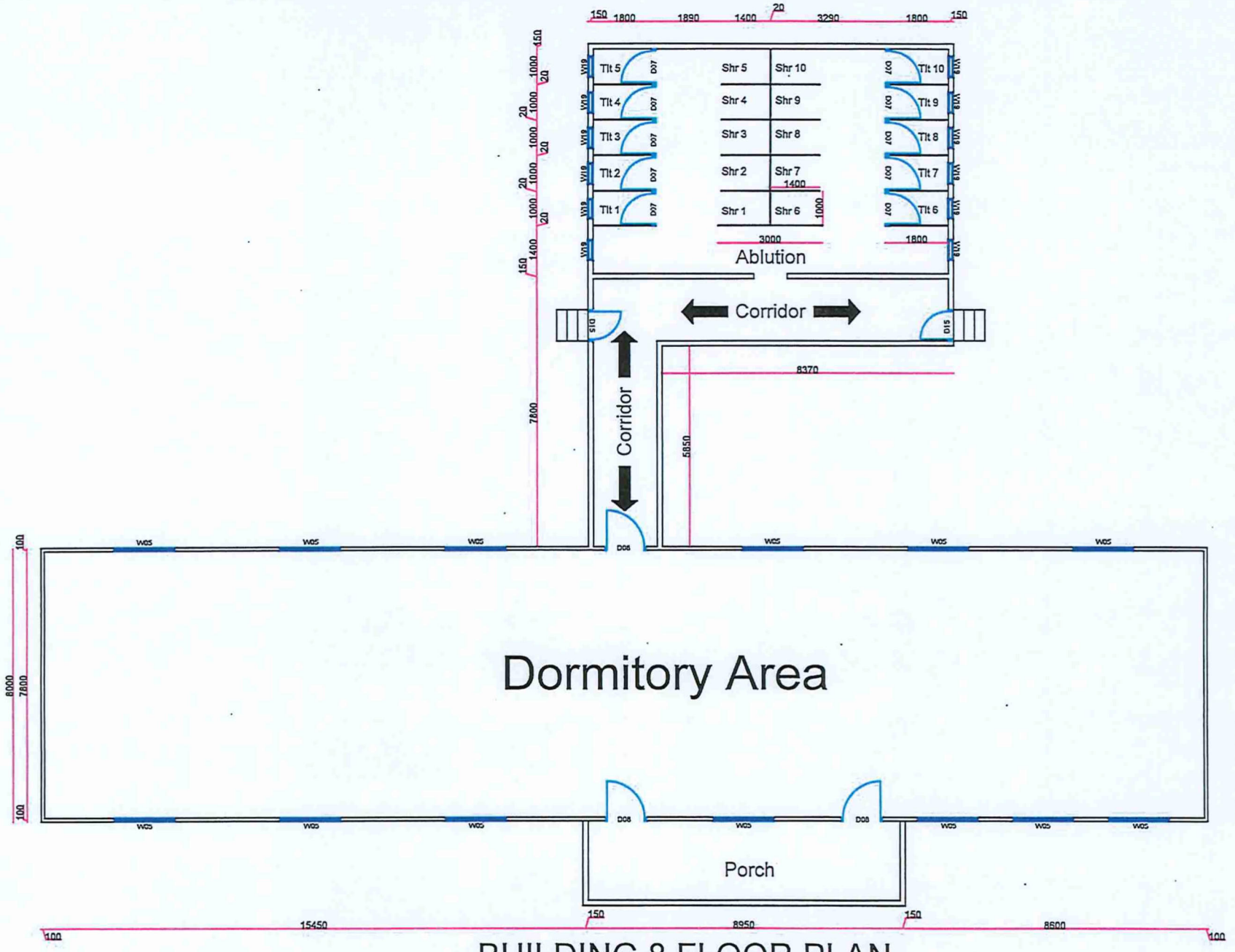
- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Shower Glasses

- Wash, scrub & clean all shower glasses with water and specified cleaning detergents.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution area before handing over to NHA.



BUILDING 8 FLOOR PLAN

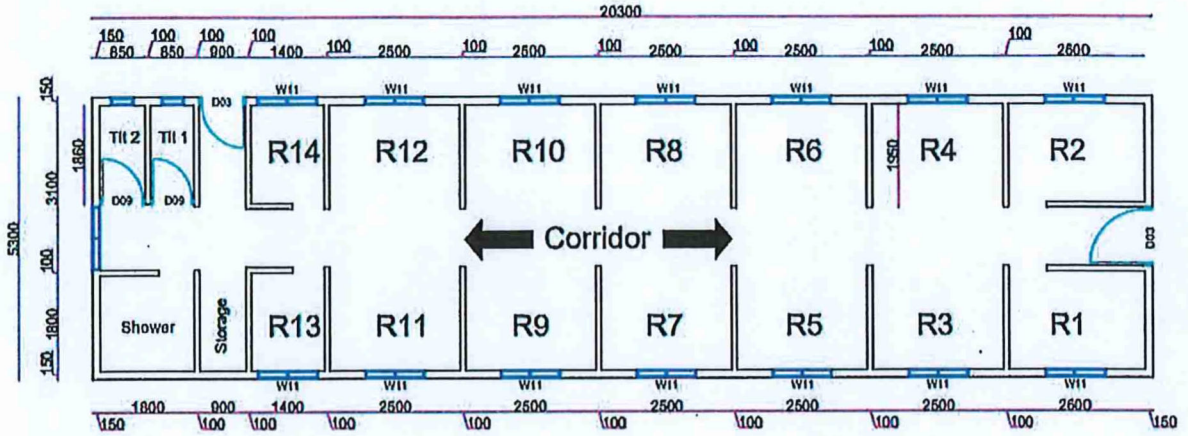
@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	RE
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	

BUILDING 9: SCOPE OF WORKS

Building 9 is double story girls' dormitory building. The ground floor is called **"Dorm 5"** and the top floor is called **"Dorm 6"**.

Dorm 5: Ground Floor (Girls' Dormitory)



BUILDING 9 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for ***building 9 ground floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. <u>Toilets</u>
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. <u>Showers</u>
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. <u>Handwash Basins</u>
     - ➢ Remove old damaged handwash basins and replace with new ones.
   - iv. <u>Towel Holders</u>
     - ➢ Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. **Tiling Works**

i. Toilet & Shower Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

ii. Walls

- Install new tiles on toilet walls and shower walls.

3. **Cleaning Works**

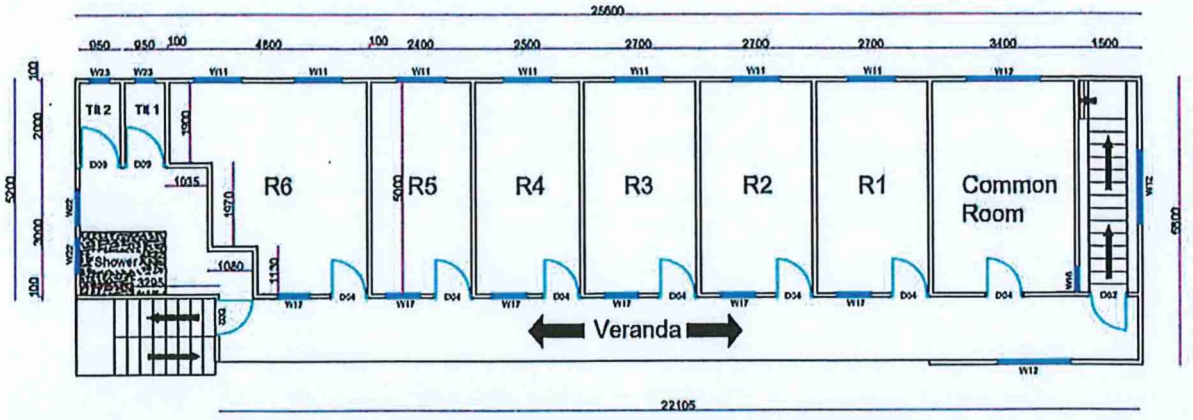
i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.

Dorm 6: Top Floor (Girls' Dormitory)



BUILDING 9 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

The following are the scope of works for ***building 9 top floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. <u>Toilets</u>
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. <u>Showers</u>
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. <u>Handwash Basins</u>
     - ➢ Install new handwash basins.
   - iv. <u>Towel Holders</u>
     - ➢ Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. **Tiling Works**
   - i. <u>Toilet & Shower Floor</u>
     - ➢ Install new non-slip tiles to ablution floor (including toilet floors and shower floors).
   - ii. <u>Walls</u>
     - ➢ Install new tiles on toilet walls and shower walls.

3. **Cleaning Works**

i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Wall

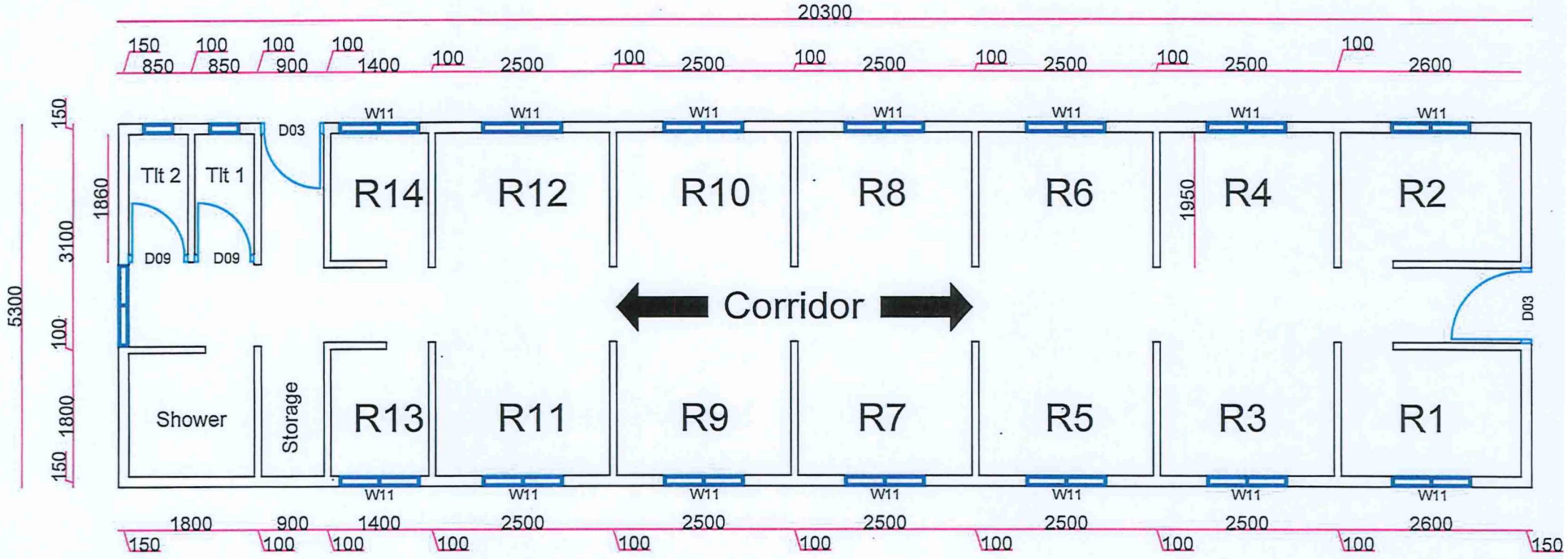
- Wash and clean all ablution surfaces prior to tiling.

iii. Veranda Floor

- Wash, scrub, and clean veranda floor with water and specified cleaning detergents.

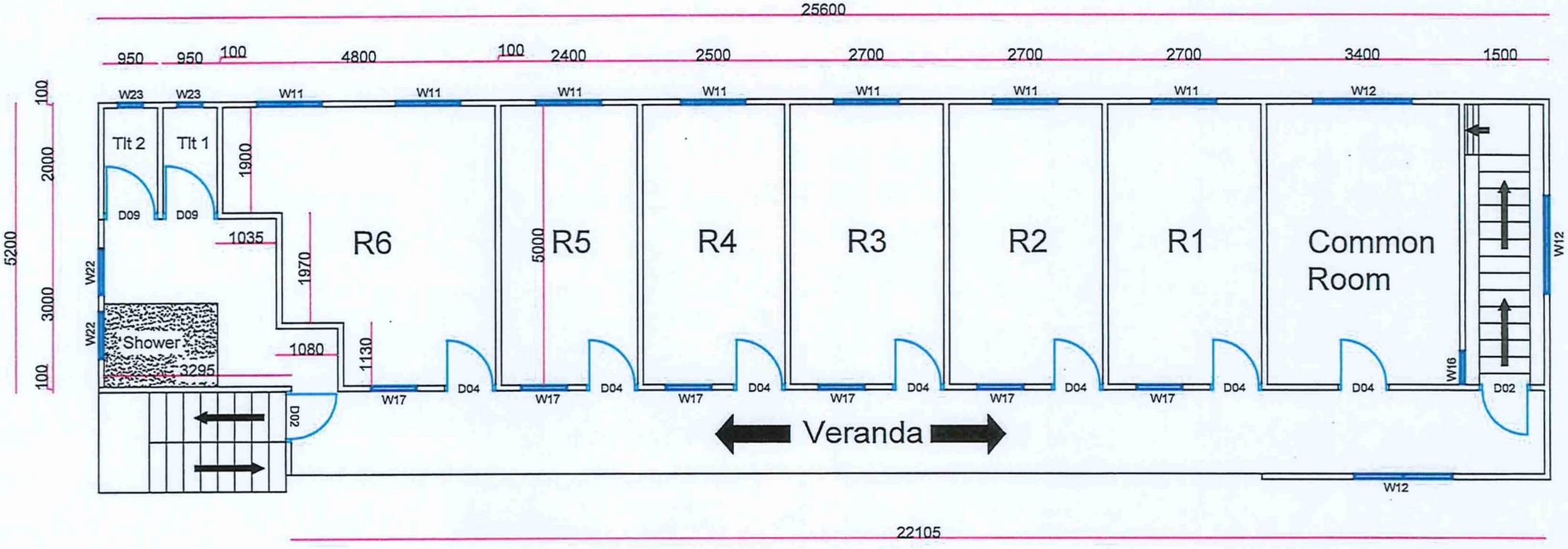
iv. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	R
	SCALE: 1:80	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.ARFBAIO	G. LILO	



BUILDING 9 TOP FLOOR PLAN
@ SCALE 1:100

NORTH								
	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	
	SCALE: 1:100	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.ARFBAIO	G. LILO	

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

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

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

PACIFIC GAMES SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Eddie Tole
Managing Director
ET Plumbing
P.O.Box 1529
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / PLUMBING / A8 / Lot 1

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

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

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

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

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

Yours Sincerely,

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

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

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

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

ANNEX III: POLICE CLEARANCE CERTIFICATES

C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

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

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: Ileana G - Senior CA, PMU

Date: 16/03/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: _____

Date: .....

Finance Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

NHA-DFAT FUND

ET Plumbing Services

REMITTANCE ADVICE

Date: 26/04/2023

Payment Number: AGH65121

Payment Amount: $49,937.78

Final Payment No.03-35% for Completion of Labour Based contract- school Upgrade-Lot 1,Tenaru

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00001027	20/01/2023	$142,679.38	$0.00	$78,473.66	$49,937.78

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to ANZ Transfer
Transaction or Request Status:	Posted
Date / Time:	26/04/2023 10:28
Transaction Number:	AGH65121

Transaction Details:

Account Transfer of SBD 49,937.78

From Account: 5691140
To Account: 5212658

Notes for Recipient: INV#103-St Joseph School
Notes for Myself: Pay3-Plumbing Works

Pay Date : 26/04/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
26/04/2023 10:28 Pauline Tovua
Authorisation Required for : Transfer Between My Accounts (2A)
26/04/2023 19:49 Christian Nieng
Authorised -Transfer Between My Accounts
Comments : verified
27/04/2023 12:29 Debbie Ofaeri Sifoni
Authorised -Transfer Between My Accounts
27/04/2023 12:29 Debbie Ofaeri Sifoni
Transaction Processed
* *

PAID
DATE 27/04/23 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 AGH65121

Transaction Details

Account Transfer of SBD 49,937.78

From Account: 5691140
To Account: 5212658

Notes for Recipient: INV#103-St Joseph School
Notes for Myself: Pay3-Plumbing Works

Pay Date: 26/04/2023

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
SOLOMON 2023 PACIFIC GAMES

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

PAYMENT VOUCHER

DATE 25/04/2023

ET PLUMBING SERVICES
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $49,937.78

Final Payment No.03 (35%) for Completion of Labour-based contract for upgrade of Schools - Lot 1 Tenaru.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00001027	20/01/2023	$142,679.38	$78,473.66	$49,937.78

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023 PACIFIC GAMES

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES
25/4/23

Payment Voucher Prepared By: _____ Date: 25/04/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

ET PLUMBING Services

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU/PLUMBING WORKS / A8/LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			154,247.98				
16/01/2023	No.1	20%	30,849.60		2,313.72	28,535.88	Paid
16/03/2023	No.2	35%	53,986.79		4,049.01	49,937.78	Paid
	No.3	35%	53,986.79		4,049.01	49,937.78	Payment in Progress
	No.4 - RETENTION	10%	15,424.80		1,156.86	14,267.94	
			-		-	-	
TOTAL			*154,247.98*	-	*11,568.60*	*142,679.38*	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-616/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment 3 (35% of Contract Value) for Practical Completion for Labour-based Contract for Upgrade of Schools - Lot 1 (Tenare), Building 8 & 9 Plumbing Works	ET Plumbing	INV #103	$53,986.79
				TOTALS	$53,986.79

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $53,986.79 Date: 20/04/23

Requisition Officer (Name): PETER HIMANTE Sign:

Account Code: 6-2717

Account Name: Others - Local Other Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 20/4/23

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 53,986.79

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: Carley V. Thomas Date: 21/04/23

Position: PCO NHA

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU 20/4/23

From: Graham Lilo, Project Manage, PMU

NHA Ref: **GL-040423**

Date: Tuesday 4th April 2023

SUBJECT: Request for Payment 3 (35%) for Labour-based Contract for Upgrade of Schools for the Games Village to ET PLUMBING- Lot 1, Building 8 & 9 Plumbing works

Dear ED,

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

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labor-based Contract for Upgrade of Schools for the Games Village	Payment 3 for ET PLUMBING	35%	$53,986.79

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

Kind regards,

Graham Lilo
Project Manager, PMU

FOR SECRETARIAT OFFICE USE ONLY

Approved	Not Approved
✓	

.....
Signature

.....
Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

Invoice No. 103

INVOICE

Customer

Name	Project Management Unit
Address	National Hosting Authority, P.O.Box 2443, Solomon Islands Government.
Project:	**LABOUR BASED-UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023**
Contract #	**GTB-GFC09/22**
Subject	**Payment No. 3**

Misc

Date	03-04-23
Order No.	

Qty	Description	Unit Price	Total (SBD)
1	**Payment No. 3 (35%)**		$ 53,986.79
	(As per SECTION IV:PAYMENT SCHEDULE)		
	35% payment for completion of plumbing works		
		Sub-Total	$53,986.79
		TOTAL	$53,986.79

Payment

Comments: Please make all payments to:
Name: ET Plumbing Services
Bank Name: ANZ Bank
Account No: 5212658
Contact: (+677) 7607348

LOT 1-SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL_PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

Signature:

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

PROGRESS PAYMENT CERTIFICATE NO: 03

Payment Schedule Name:	Payment No. 3		
Project Name:	Labour-Based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	St Josephs Tenaru-Building 8 & 9 - Plumbing Works		
Contractor:	ET Plumbing Services		
Project Manager	Graham Lilo	**Certificate:**	PC - 03
Contract Administrator:	Gloria Hopkins	**Date Invoice Received:**	03-Apr-23
		Date Issued for payment:	20-Apr-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 154,247.98		
1	Payment 1- Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	$ 30,849.60	$ 30,849.60	Paid
2	Payment 2- 35%	$ 53,986.79	$ 53,986.79	Paid
3	Payment 3 - 35%	$ 53,986.79	$ 53,986.79	This Claim
4	Payment 4 - 10% retention			
5				
8	**Progress Claim to date**	**$ 138,823.18**		
9	**Original Contract Value**	**$ 154,247.98**		
10	**Total Adjusted Contract Value**	**$ 154,247.98**		
11	**Balance of Contract Payment**	**$ 15,424.80**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 53,986.79	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 53,986.79	

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* 20/04/23 *Date*

Complianced and approved by: ..... *Peter Himane (Contract Manager)* 20/04/23 *Date*

Claim is hereby approved for payment by: ..... *Eldon Tepa (Executive Director - PMU)* 20/4/23 *Date*

On presentation of this original to the Employer, the Contractor is entitled to payment within the period stated in the Contract Agreement: Article 15.

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

CERTIFICATE OF PRACTICAL COMPLETION

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	**PROJECT REF**	01 TEN
NHA PROJECT REF:	03 GV	**CERTIFICATE NO:**	TEN BLD 8&9
CONTRACT NO:	GTB 09/22	**DATE ISSUED OF COMPLETION CERTIFICATE**	30/03/2023
CONTRACTOR:	ET PLUMBING	**DLP (Defect Liability Period)**	3 Months
WORK TYPE:	PLUMBING WORKS	**Lot No:**	Lot 1
PROJECT SITE:	ST JOSEPH'S TENARU	**BUILDING No.:**	BLD 8&9
BUILDING NAME:	BUILDING 8 & 9– GIRLS DORMITORY		

1. TERMS AND CONDITIONS OF PRACTICAL COMPLETIONS

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

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

goods or equipment.

vi. Defects Liability Period commences thereafter signing and issuance of this certificate for the period mentioned herein and as stated in the contract.

2. *Certification of Completion Endorsement*

i. *Inspection of the aforementioned works has been carried out on the 22nd March 2023*

ii. *This is to certify that the Contract Works have been inspected and qualified for Practical Completion on 30th March 2023*

iii. *The Defects Liability Period commenced on this date and continues for a period of 30th March 2023 to 30th June 2023.*

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

Issued by: Graham Lilo (Project Manager) — 20/04/23 (Date)

Eddie Tole
Contractor Representative — 20 -04 2023 (Date)

Signed by Peter Himane
Contracts Manager — 20/04/23 (Date)

Signed by Eldon Tepa
(Executive Director) — 20/4/23 (Date)

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

ET Plumbing Services
P.O.Box 1529, Honiara-Solomon Islands
Mobile: +677 7607348
Email: etplumbingservices@gmail.com

31ST March, 2023

COMPLETION REPORT

No: PR#02

Date:	**31st March, 2023**
Project No:	**GTB-GFC09/22**
Project Name:	**PLUMBING WORKS FOR BUILDING 8&9 – GIRLS DORMITORY ABLUTION BLOCK**
Site Contact:	**+677 7607348**

Please see attached Report for your review and records.

Summary

Completed Works:

BUILDING 8: *Plumbing works for all toilets*

- Install shower rose and all necessary fittings for shower
- Install new hand wash basins
- Install towel holders on the walls at the entrance to ablution
- Install new non-slip tiles to ablution floor
- Install tiles to floor and wall as per SOW

BUILDING 9: *Plumbing works for all toilets*

- Install shower rose and all necessary fittings for shower
- Install new hand wash basins
- Install towel holders on the walls at the entrance to ablution
- Install new non-slip tiles to ablution floor
- Install tiles to floor and wall as per SOW
- Install new concrete to sink area at the back of the building
- Wash, scrub & clean ablution floor with water and specified cleaning detergents before tiling works commences

Weather

Weather description: (*No weather was recorded on site)*

Notes

Instructions:
Nil

Delays:
Nil

Tools Used:

- Claw Hammer
- Tape Measure (20m, 8m, 6m)
- Extension Cable
- Combination Square
- Hand Saw
- Knippers
- Steel Grinder
- Pliers
- Steel Trowel

Materials Requested: *As per supplied by NHA*

OH & S

- Majority of works on site wear proper PPE
- Drink more water from dehydration

The content of this Site Diary remains the property of ET Plumbing Services and is intended for the recipient only. This document should not be distributed without the prior written consent of the Owner.

On behalf of ET Plumbing Services:

Eddie Tole
Managing Director/Surpervisor
7607348



Photos

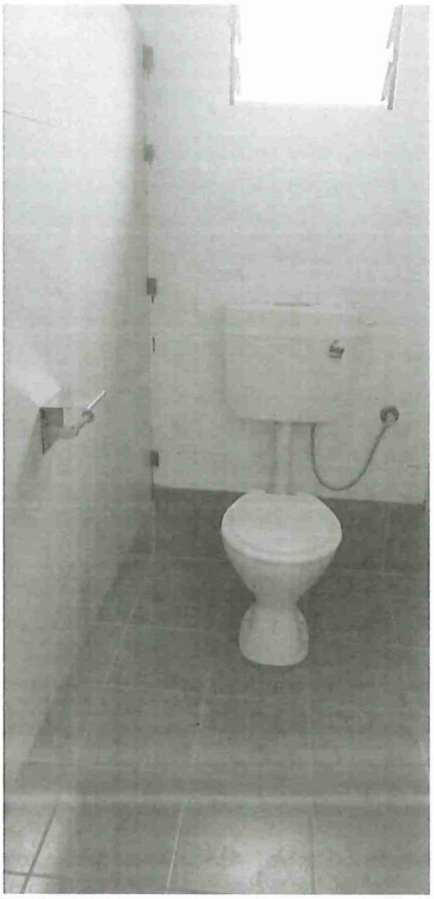


Fig. 1 _ Newly installed toilet pan and cistern

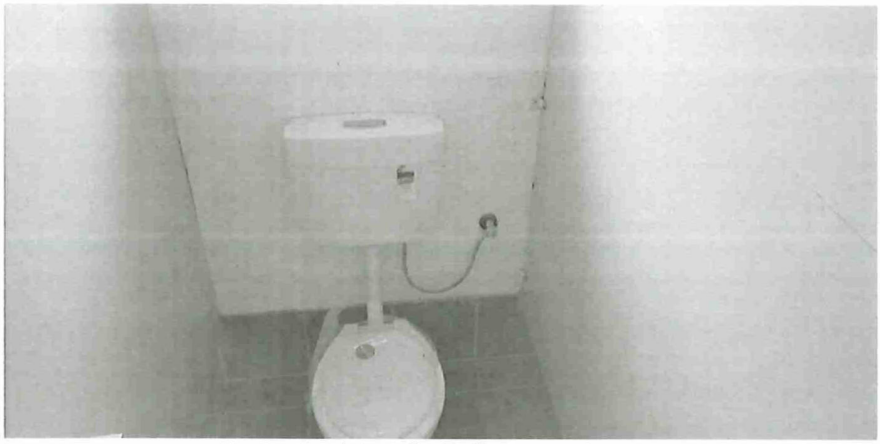


Fig. 2 _ Newly installed toilet pan and cistern

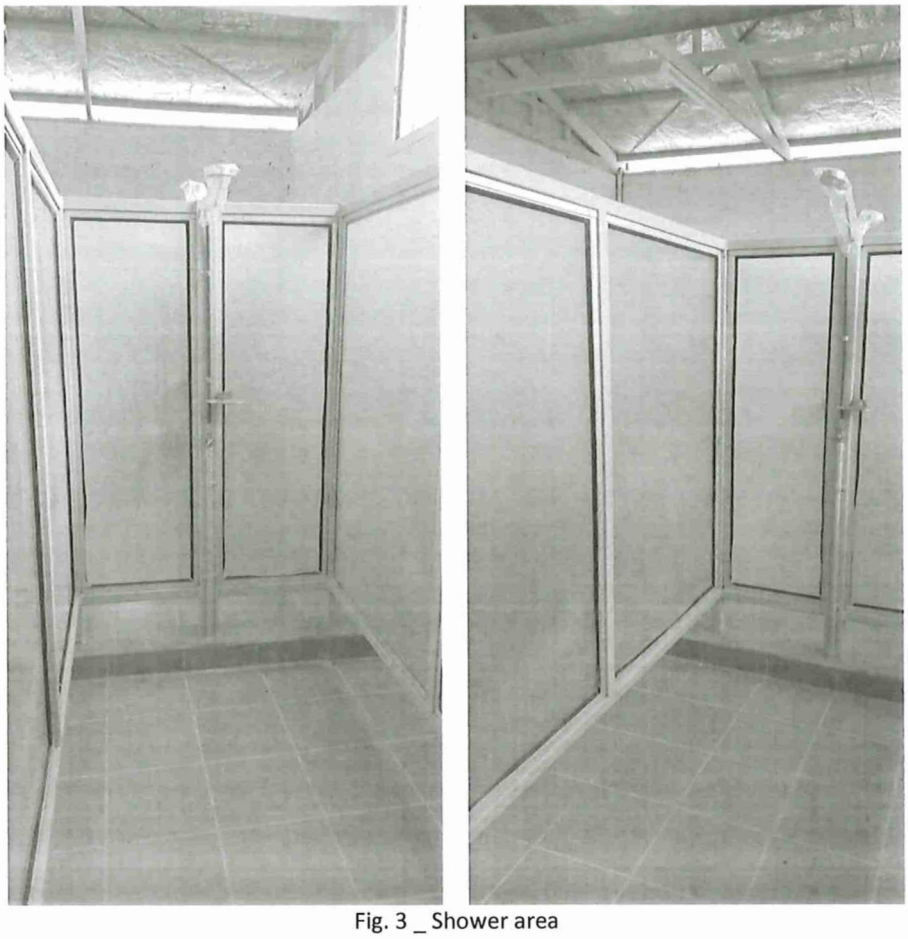


Fig. 3 _ Shower area

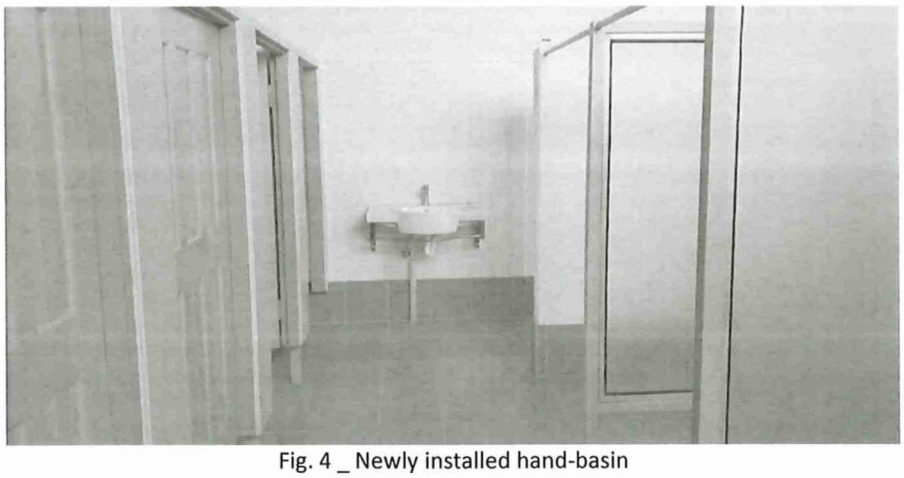


Fig. 4 _ Newly installed hand-basin



Fig. 5 _ Tilling to shower floor and drainage

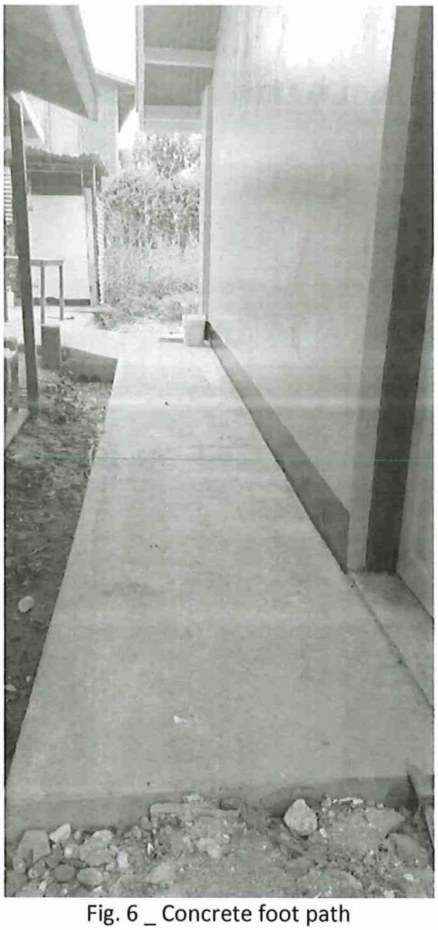


Fig. 6 _ Concrete foot path

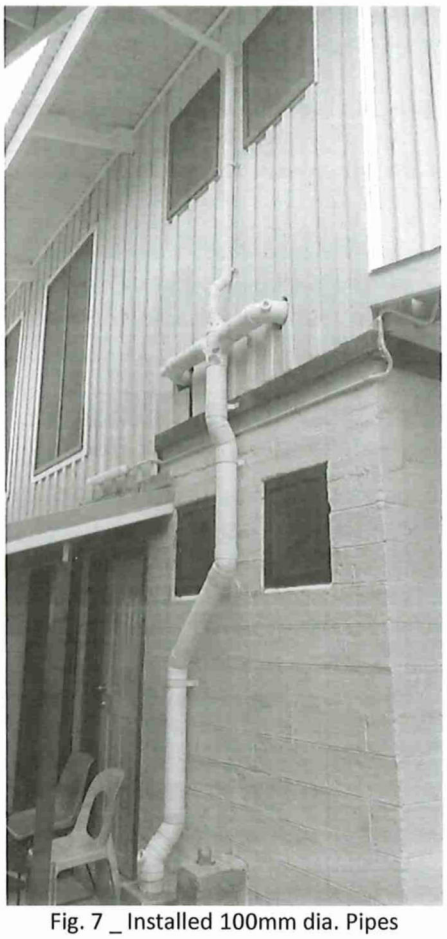


Fig. 7 _ Installed 100mm dia. Pipes



Fig. 8 _ Install concrete slab to sinks.

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

PROGRESS REPORT

Date: 04th April 2023



CONTRACT NO: **GTB-GFC09/22 – LOT 1**

CONTRACT NAME:
Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1-St Joseph Tenaru Catholic Secondary School – Plumbing Works for Building 8 & 9, Girls Ablution Block

CONTRACTOR NAME: **ET PLUMBING**

COMMENCEMENT DATE: **25th December 2022**

PACIFIC GAMES
SOLOMON ISLANDS
CHALLENGE • CELEBRATE • UNITE

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

info@sol2023.com.sb

+677 7308800

Sol2023 XVII Pacific Games

SOLOMON ISLANDS

1.0 INTRODUCTION:

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

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 9th January 2023, which the effective date of this report. Thus, this report is purposely to provide an up to date progress of works as per contract scope of works for the release of payment 2, as requested by the Contractor ET PLUMBING.

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT:	**$154,247.98**
PAYMENTS RECEIVED: **PMT 1 - 20%**	**$30,849.60**
PREVIOUS CLAIM: **PMT 2 – 35%**	**$53,986.79**
THIS CLAIM: **PMT 3 – 35%**	**$53,986.79**
CONTRACT BALANCE	**$15,424.80**

SECTION IV: PAYMENT SCHEDULE

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

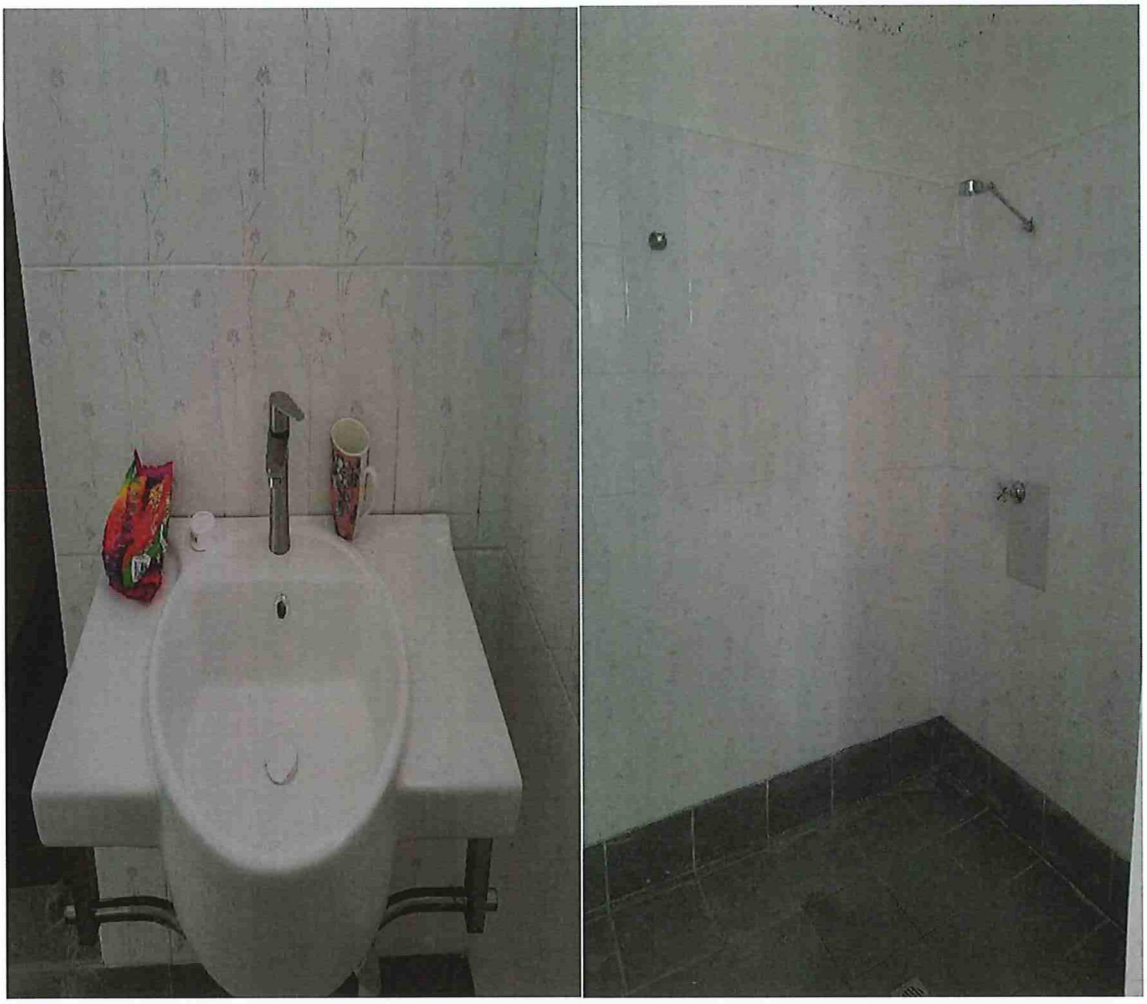
CONTRACT VALUE			**SBD$ 154,247.98**
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 30,849.60**	**$ 30,849.60**
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	**$53,986.79**	**$53,986.79**
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	**$ 53,986.79**	**$ 53,986.79**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 15,424.80**	**$ 15,424.80**
TOTAL			**$ 154,247.98**

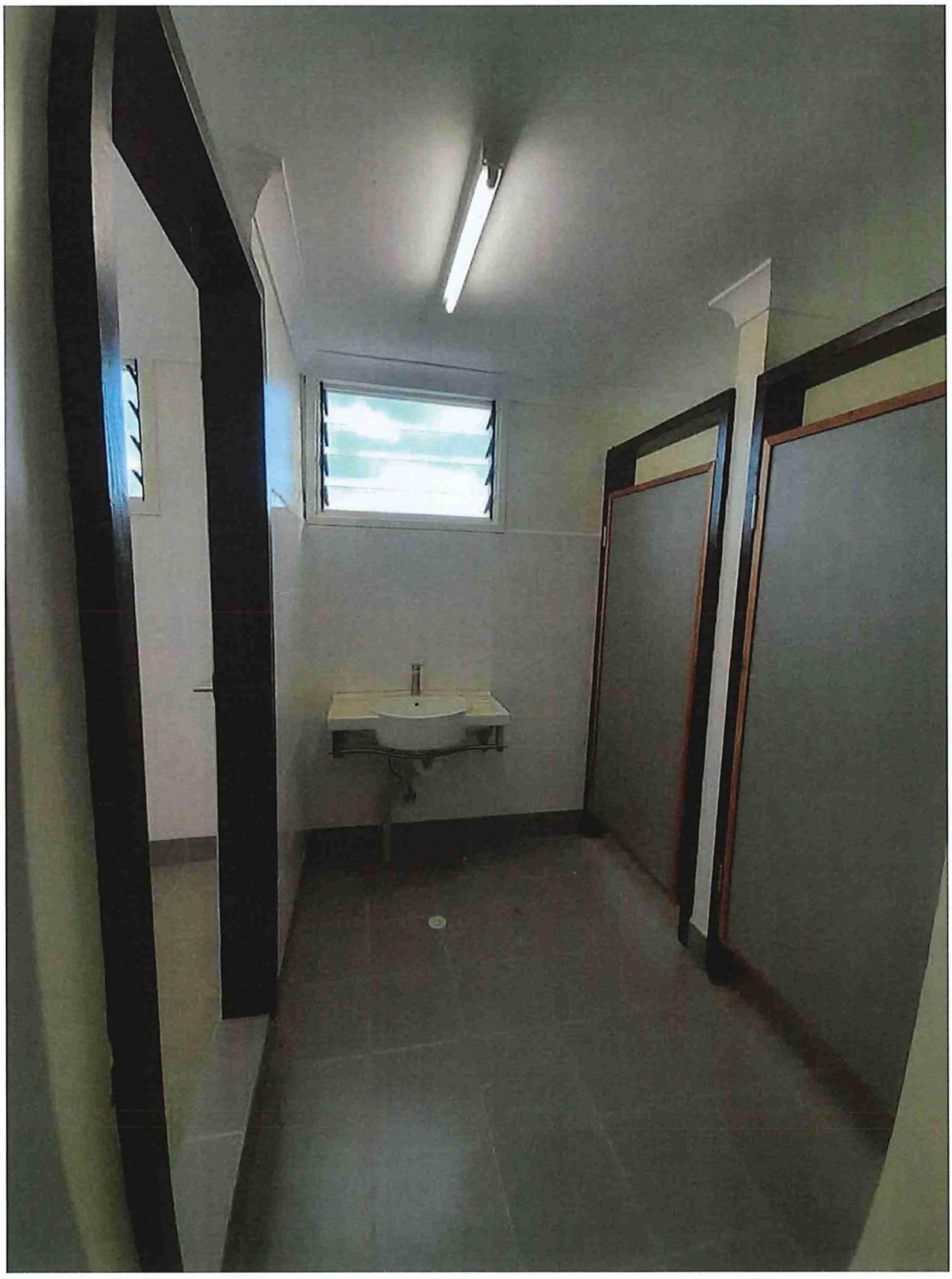
4.0 THE REPORT:

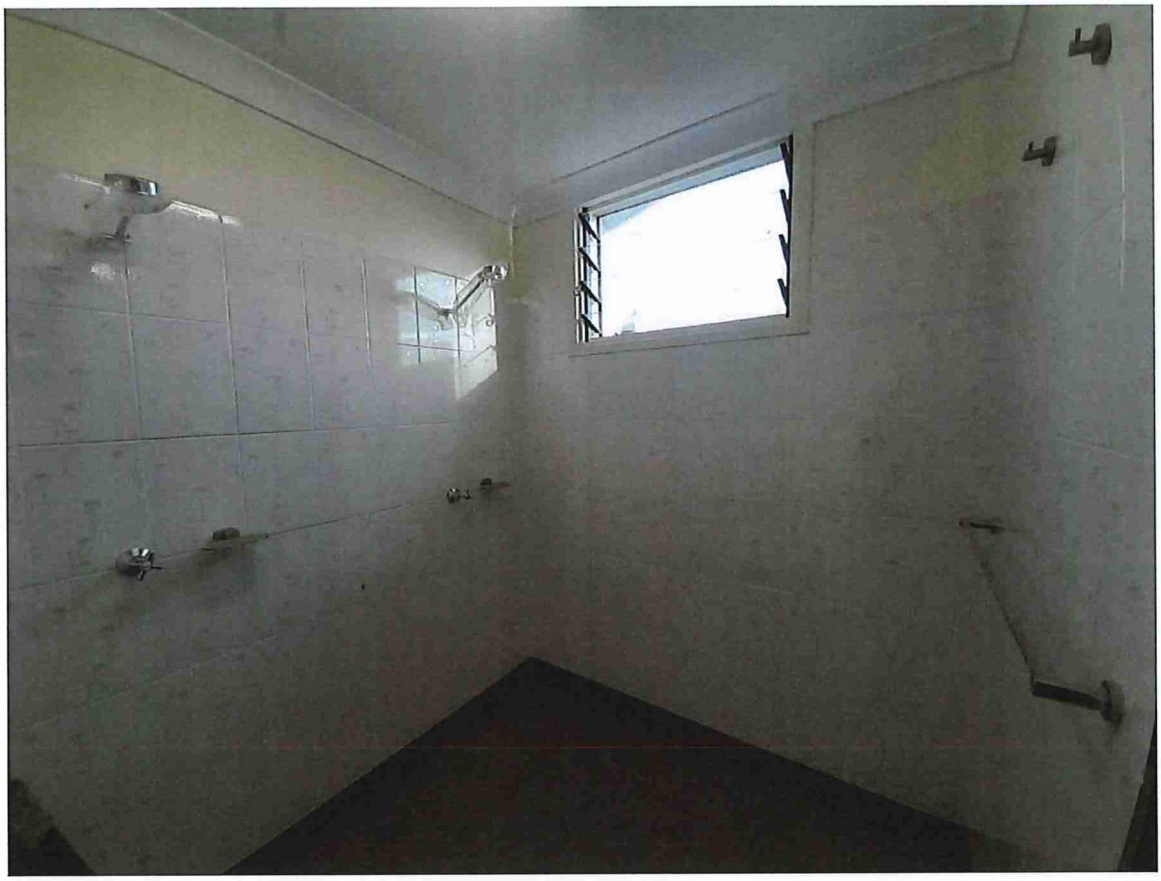
Below are summary report of the work progress on site as of the date of inspection. All works are detailed in the scope of works under the contract.

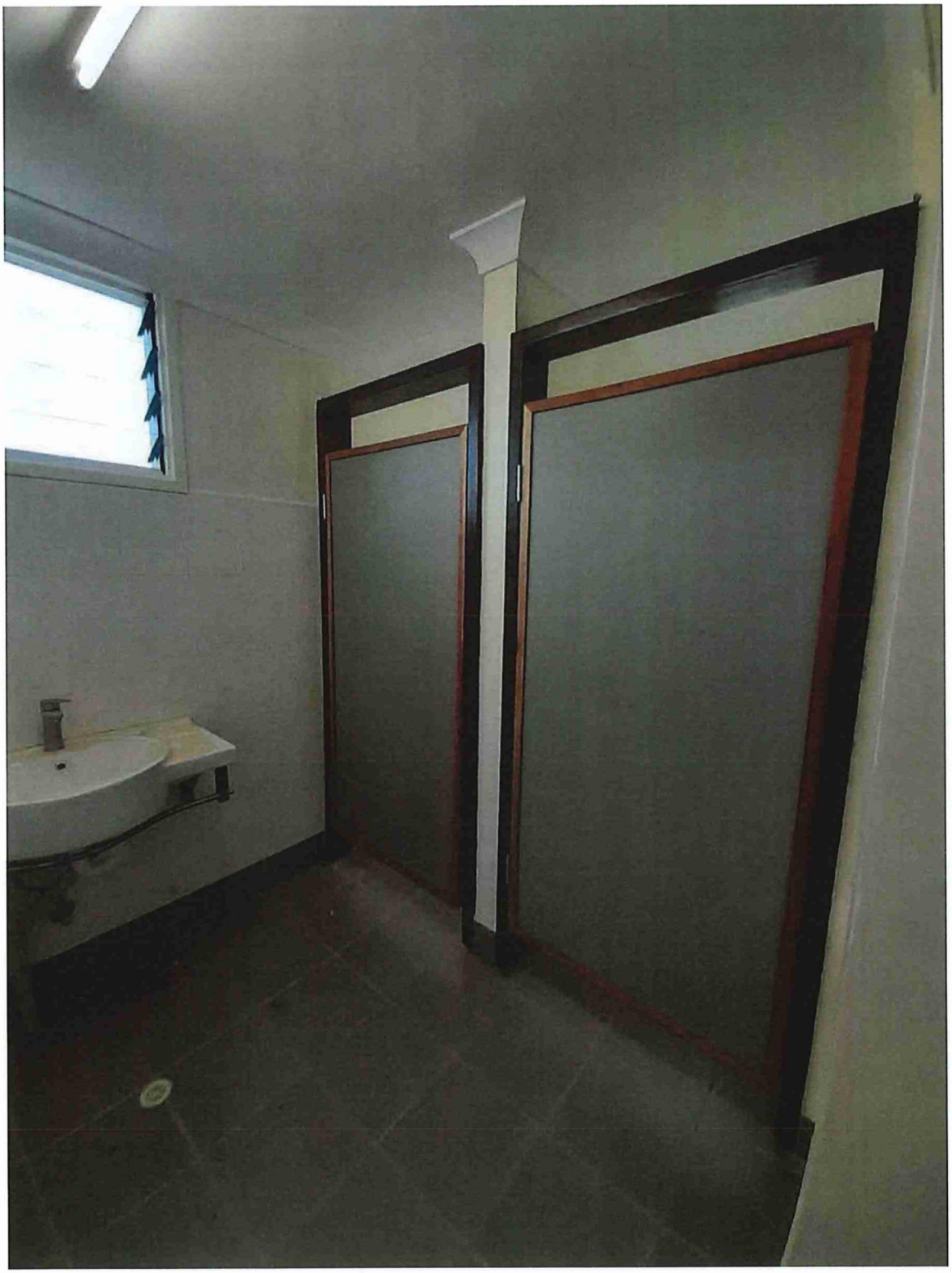
APPROVED SCOPE OF WORKS FOR BUILDING 8 & 9

Item	Description of Scope of Works	Status
1.0	**Toilets & Fittings**	
1.1	Remove existing damage toilet Pans and Cisterns and replaced with new system	100% complete
1.2	Remove old blocked inlet piping and connect new PEX piping system	100% complete
1.3	Tiling all floors and walls	100% complete
2.0	**Shower & Fittings**	
2.1	Remove old blocked inlet piping and connect new piping system	100% complete
2.2	Remove old shower rose and taps and remove with new ones	100% complete
2.3	Remove old blocked inlet piping and connect new PEX piping system	
2.4	Tiling of all floors and walls with non-slip tiles	100% complete
3.0	**Wash hand Basin**	
3.1	Remove old damage wash hand basin and replace with new one plus wall brackets, and fittings	100% complete
3.2	Tiling of all floors and walls with non-slip tiles	100% complete
4.0	**Tiling**	
4.1	Wash, scub & clean floor and lay non-slip tiles to ablution floor	100% complete
4.2	Install towel rail in front entrance of ablution	100% complete











10.0 CONCLUTION:

- The overall progress on site is good and recommended for release of payment 3 as per claimed by the contractor.

11.0 RATINGS:

- Project 100% complete

COMPILE BY:



ELWYN MAETIA
Contract Administrator
Project Management Unit (PMU)

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ET Plumbing Services

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

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

AND

ET Plumbing Services (hereinafter "the Contractor"), of Foxwood, Central Guadalcanal, Solomon Islands, of the other part represented by **Eddie Tolei,** herein the Managing Director of **ET Plumbing Services,**

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

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

4. The total Price shall be **SBD$ 154,247.98.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

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

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

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

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

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

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

    Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

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

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

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

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

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

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

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

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

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

20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

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

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Eddie Tolei
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director ET Plumbing Services
Date:	19/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 16/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

The terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are defined as follows:

1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.

1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.

1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

1.6 **CONTRACTOR:** The Employer's counterparty.

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

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

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

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

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

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

1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.

3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.

3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.

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

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

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

7.1 All notifications given by the Parties on the basis of the Contract must be in writing.

7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.

7.3 'In writing' is understood to include 'electronically', provided:
   a. the notification can be consulted by the addressee.
   b. the authenticity of the notification is sufficiently guaranteed; and
   c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.

8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

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

10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.

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

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

10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.

12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:

a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

12.3 The penalty will be set off against the amounts owed by the Employer, irrespective of whether the rights to such amounts have been assigned to a third party.

Article 13 Non-performance

13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.

13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the Employer may derive from non-performance.

Article 14 Liability

14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.

14.2 The Contractor indemnifies the Employer against any third-party claims for damages resulting from a failure as referred to in paragraph 1.

Article 15 Force Majeure

15.1 In the event of temporary force majeure, the Contractor will immediately notify the Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer then has the right to choose between:

a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Employer has the right to dissolve the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

or

b. Dissolution of the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Employer and the Employer has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.

15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by Contractors, failures in the Contractor's production process and liquidity or solvency problems on the part of the Contractor, or failures on the part of third parties engaged by the Contractor.

Article 16 Dissolution

16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.

16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

17.1 If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

MISCELLANEOUS

Article 18 Documentation

18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.

18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.

20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Eddie Tolei ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

		Contractor's liability for damage to the Employer's property other than the Works, and c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 154,247.98
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	$ 30,849.60	$ 30,849.60
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	$53,986.79	$53,986.79
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	$ 53,986.79	$ 53,986.79
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	$ 15,424.80	$ 15,424.80
TOTAL			$ 154,247.98

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called "Junior Dorm" and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

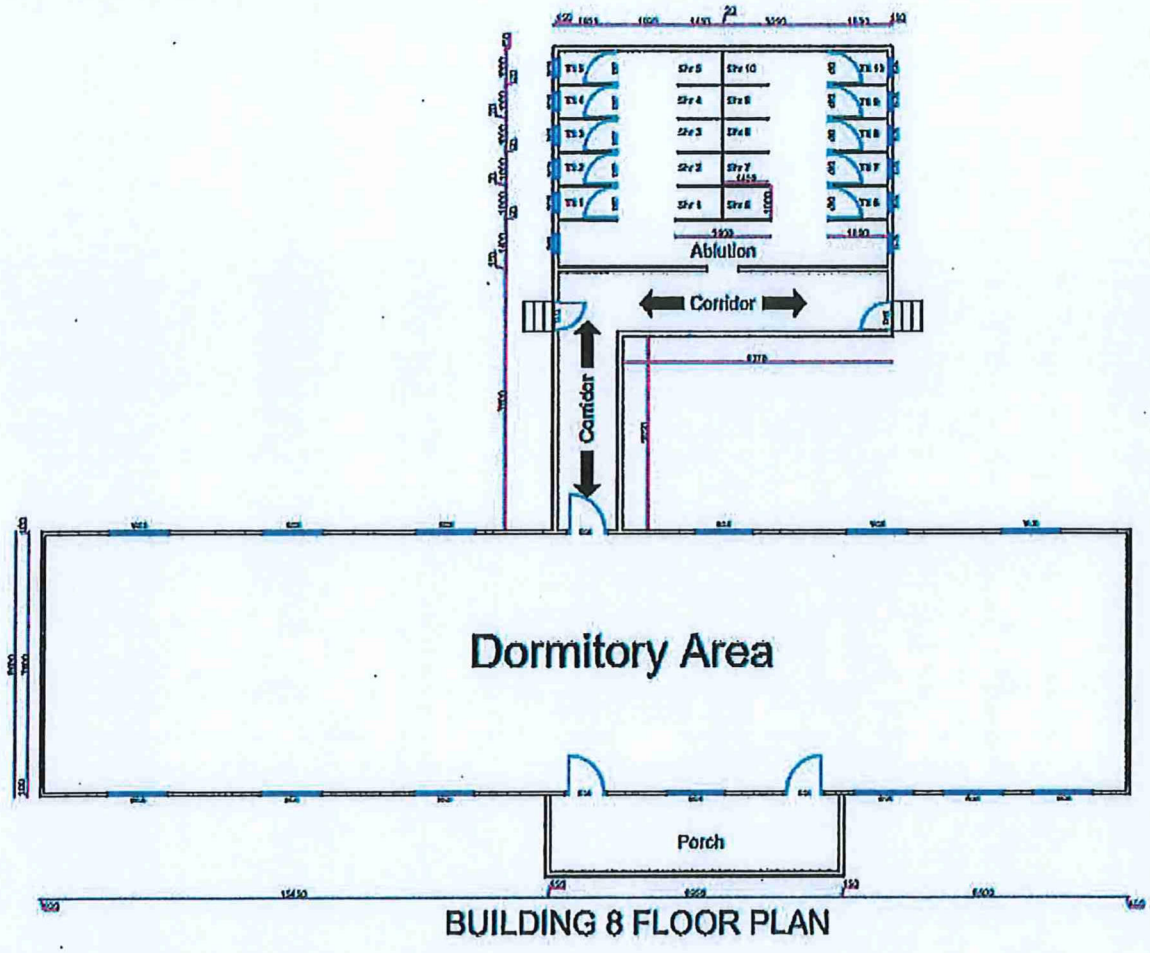


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. Handwash Basins
     - ➢ Remove old damaged handwash basins and replace with new ones.

iv. Towel Holders

- Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

3. Cleaning Works

i. Floor

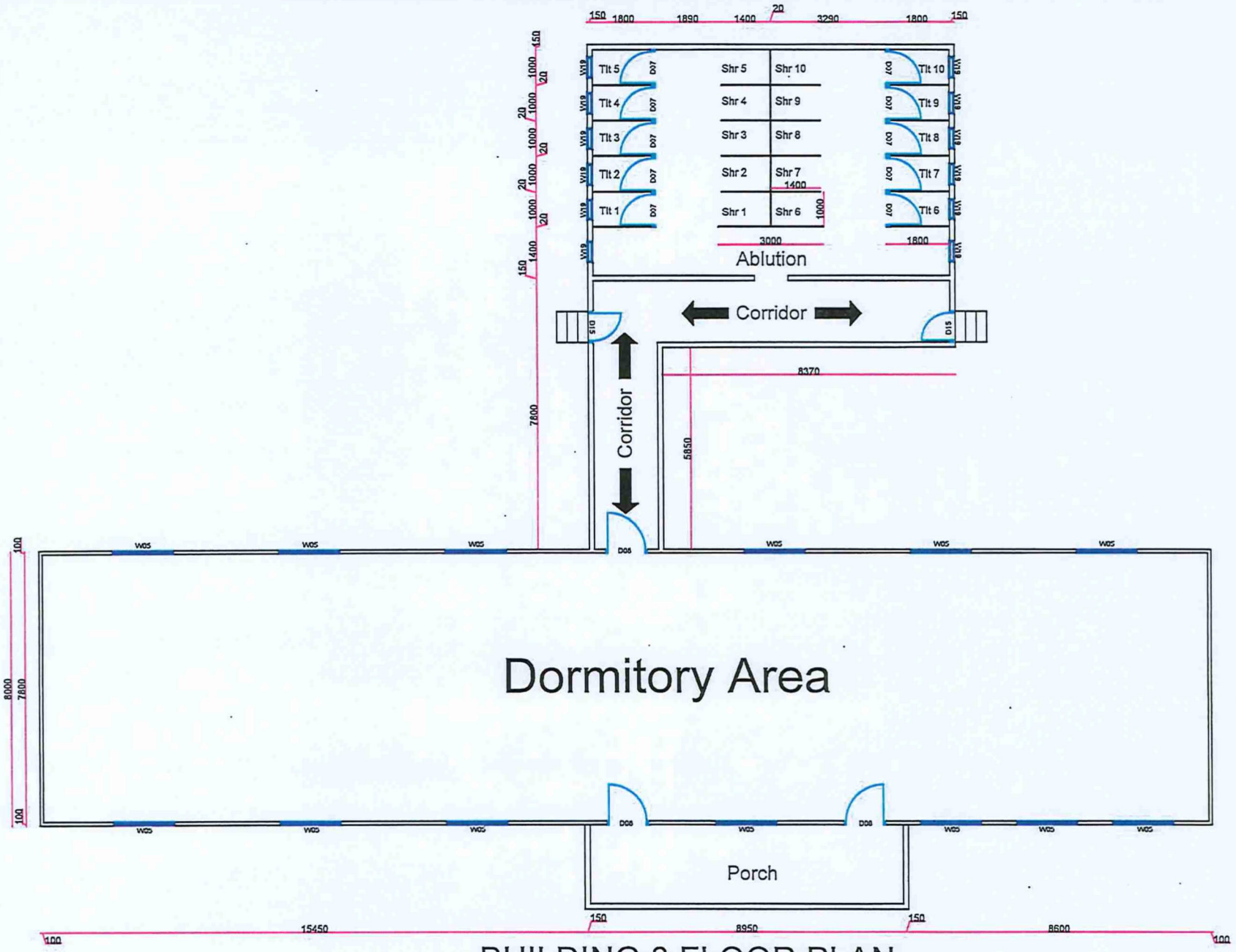
- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Shower Glasses

- Wash, scrub & clean all shower glasses with water and specified cleaning detergents.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution area before handing over to NHA.



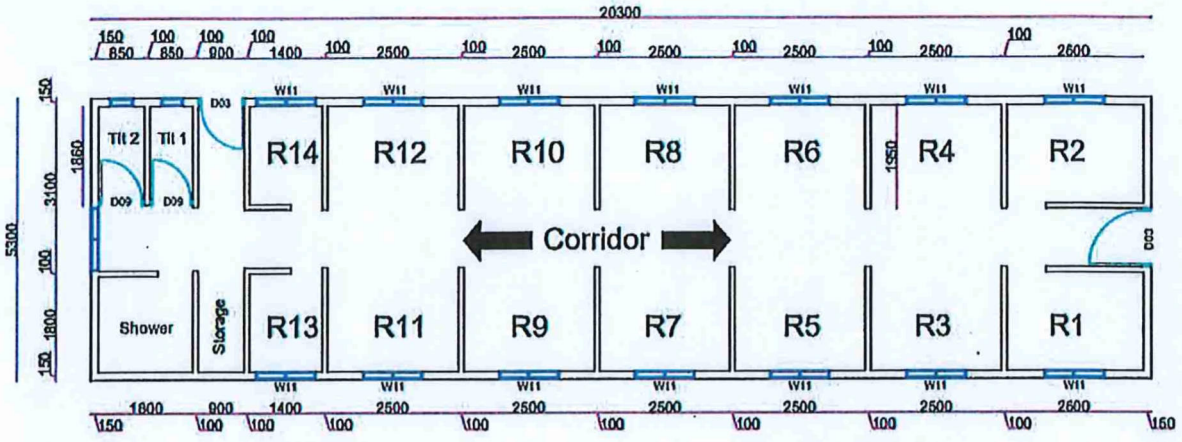
BUILDING 8 FLOOR PLAN
@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	R
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	

BUILDING 9: SCOPE OF WORKS

Building 9 is double story girls' dormitory building. The ground floor is called **"Dorm 5"** and the top floor is called **"Dorm 6"**.

Dorm 5: Ground Floor (Girls' Dormitory)



BUILDING 9 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for ***building 9 ground floor*** (Girls' Dormitory).

1. **Plumbing Works**

   i. Toilets
   - Remove existing damaged toilet pans and their damaged accessories and replace with new ones.

   ii. Showers
   - Remove all existing shower roses/taps and install new ones.
   - Install new soap-holders.

   iii. Handwash Basins
   - Remove old damaged handwash basins and replace with new ones.

   iv. Towel Holders
   - Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. **Tiling Works**

i. Toilet & Shower Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

ii. Walls

- Install new tiles on toilet walls and shower walls.

3. **Cleaning Works**

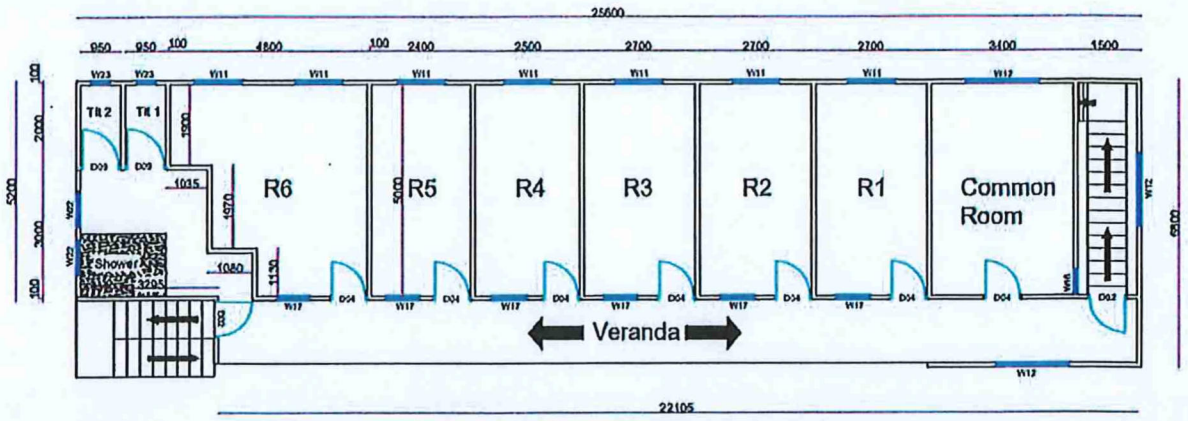
i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.

Dorm 6: Top Floor (Girls' Dormitory)



BUILDING 9 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

The following are the scope of works for ***building 9 top floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. Handwash Basins
     - ➢ Install new handwash basins.
   - iv. Towel Holders
     - ➢ Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. **Tiling Works**
   - i. Toilet & Shower Floor
     - ➢ Install new non-slip tiles to ablution floor (including toilet floors and shower floors).
   - ii. Walls
     - ➢ Install new tiles on toilet walls and shower walls.

3. Cleaning Works

i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Wall

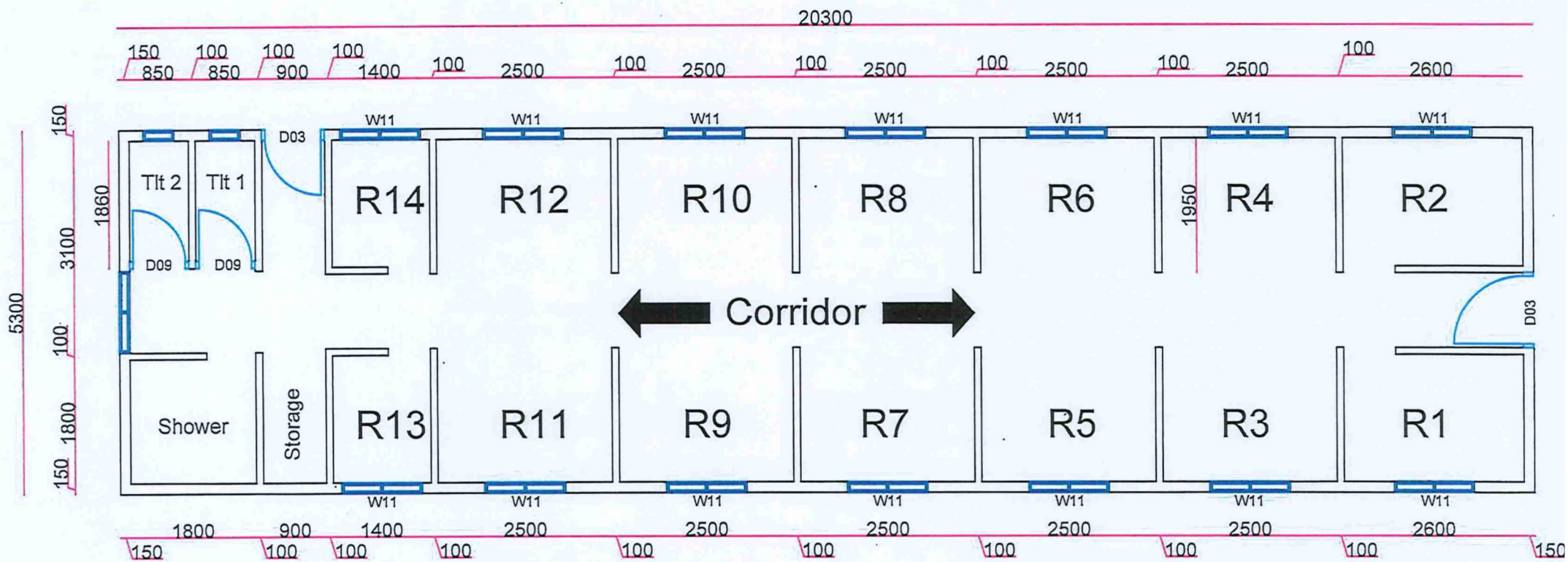
- Wash and clean all ablution surfaces prior to tiling.

iii. Veranda Floor

- Wash, scrub, and clean veranda floor with water and specified cleaning detergents.

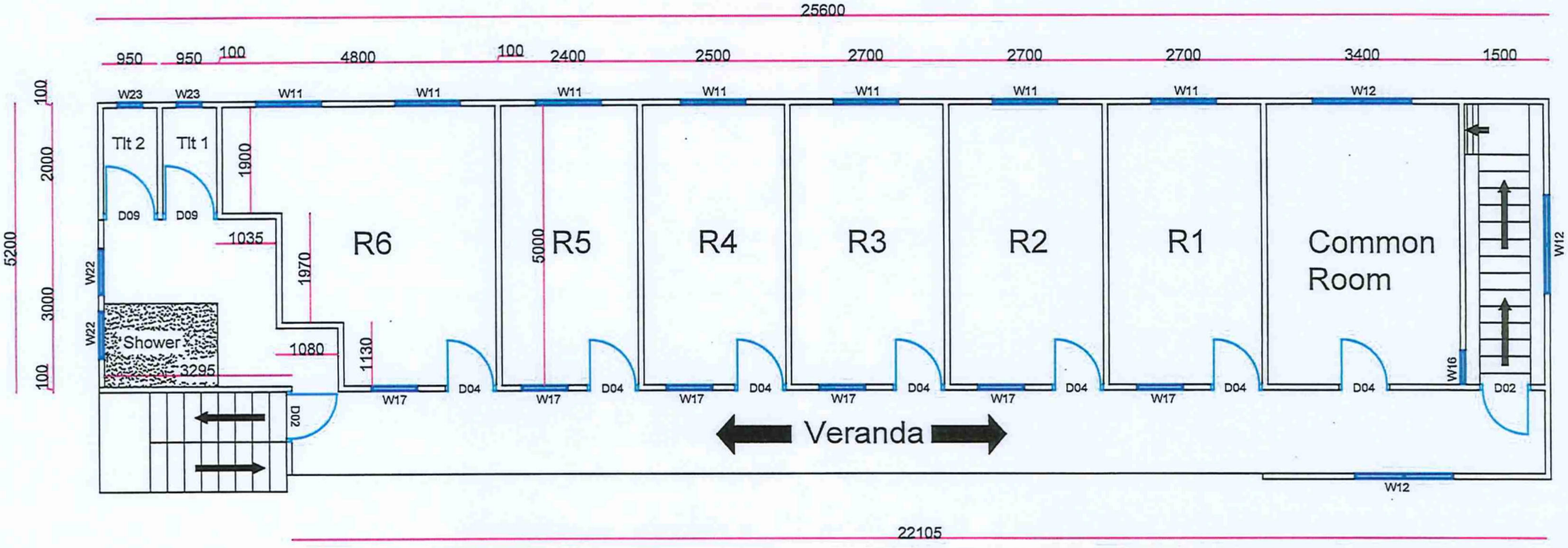
iv. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	
	SCALE: 1:80	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.ARFBAIO	G. LILO	



BUILDING 9 TOP FLOOR PLAN
@ SCALE 1:100

NORTH							
	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:
	SCALE: 1:100	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.ARFBAIO	G. LILO

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

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

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Eddie Tole
Managing Director
ET Plumbing
P.O.Box 1529
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / PLUMBING / A8 / Lot 1

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

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

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

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

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

Yours Sincerely,

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

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

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

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

ANNEX III: POLICE CLEARANCE CERTIFICATES

C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

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

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

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

copy of signed Contract

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

Department Compliance performed by:

Signed: _____

Name and Position: Soleana G - Senior CA, PMU

Date: 21/04/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: _____

Date: .....

Finance Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

SIGN

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Contractors
~~Supplier~~ Name: ET PLUMBING

V01 1) ~~Minute~~	✓	Sign by ED			
2) Requisition		Compliance Officer		Sign by ED	
3) Payment Voucher		Sign by FC		Sign by ED	
4) LPO		Sign by FC		Sign by ED	
5) IB Authorisations		Sign by FC		Sign by ED	

Comments: CHQ 000275 BSP

1. For APPROVAL – VARIATION WORKS 1.
   GAMES VILLAGE – TENARU LOT 1.
2. To be reviewed by Irene. ED
3. ED, Variation documents in order. Chairman is currently out of country. Irene.

PAID CHQ. NO. DATE 20/12/23

Legal 15/9

2023 RECIEVED
DATE
PACIFIC GAMES SOLOMON ISLANDS SIGN

NHA-DFAT PAYMENT VOUCHER

Cheque No: 000275

Voucher No: PMU-1150/23

Payment to: ET PLUMBING SERVICE

Date: 01-Dec-23

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Approval by: _____ 1/12/23
Executive Director Date:

Approval by: _____ 1/12/23
Financial Controller Date:

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	LABOUR WORK	Payment for Variation 1 Tenaru School Labour based Contract additional Plumbing work	
6-2600-7	TENARU SCHOOL	Tenaru School Game Village Invoice#102	24,085.60
2-1365	Withholding	Less Withholding 7.5%	- 1,806.42
		Total:-	22,279.18

Amount in Word: Twenty two thousand, two hundred Seventy Nine Dollars Eighteen Cents Only.

Cheque Signatories:

Signature:	
Dr Jimmie Rodgers	NHA Chair

Signature:	
Mckinnie P Dentana	PS Finance

Signature:	
Gilbert John Osmond Muria	Attorney General

Procurement Checklist:

No: of Quatations:	Non
Purchase Order #	Non
PR #	PMU-1150/23

Please indicate the type of payment:

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

PAID CHQ. No. DATE 20/12/23

Eddie Toq
Received By
Name & Signature

George MacKenzie
Prepared By
Finance Officer - Name & Signature

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

Ref: GL-161023

MEMO

To: Christian Nieng
Executive Director
National Hosting Authority

Signature ..... Date 24/11/23

Thru: Leeroy Bird
ED -PMU

Signature ..... Date 24/11/23

From: Graham Lilo

Date: 16/10/2023

Subject: **REQUEST APPROVAL OF VARIATION PAYMMENT TO ET PLUMBING FOR ADDITIONAL PLUMBING WORKS FOR B8&B9 ST JOSEPH'S TENARU (LABOUR –BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PG2023 : GTB-GFC 09/22 LOT 1)**

Dear ED,

I refer to the above, payment is requested to ET PLUMBING for the additional plumbing works at St Joseph's Tenaru B8&B9.

Payment summary

NO.	Description	Amount
1	Variation (V01) – plumbing works	$24,085.60

Attached are relevant required documents for this payment

Yours Sincerely

Graham Lilo
Project Manager
NHA -PMU
National Hosting Authority

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

BSP

HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

4 , 12 , 23

Pay ET Plumbing Services or bearer

the sum of Twenty Two Thousand Two Hundred $ 22,279.18

Seventy Nine Dollars 18/100

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000275 2001614631

Eddie Tok

20 — 12 — 23

PAYMENT SCHEDULE

ET PLUMBING Services

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU/PLUMBING WORKS / A8/LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			154,247.98				
16/01/2023	No.1	20%	30,849.60		2,313.72	28,535.88	Paid
16/03/2023	No.2	35%	53,986.79		4,049.01	49,937.78	Paid
	No.3	35%	53,986.79		4,049.01	49,937.78	Paid
	No.4 - RETENTION	10%	15,424.80		1,156.86	14,267.94	
1/12/2023	VARIATION 1		24,085.60		1,806.42	22,279.18	Payment In progress
TOTAL			***178,333.58***	-	***13,375.02***	***164,958.56***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1150/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	LS	Payment for VO.1 for the additional Plumbing works for BS&BB9, LOT 1, St. Joseph's Tenavo School for the upgrade of Gaonesi Village (CONTRACT NO: GTB-GFC 09/22)	ET PLUMBING	INVOICE NO #102	$24,085-60
				TOTALS	$24,085-60

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $24,085-60 Date: 24/11/2023

Requisition Officer (Name): SOLEANA GAGAHE Sign:

Account Code: 0-271-

Account Name: Other Local, Other Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): LEEROY BIRD Sign:

Post: ED (PMU)

Department: GFC. PROJECT MANAGEMENT UNIT

Authority is granted for expenditure not exceeding:

SBD$ 24,025-60

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: Peter H Date: 30/11/23

Position: C.P.M.

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

ET PLUMBING SERVICES

Invoice No. 102

INVOICE

Customer

Name	Project Management Unit
Address	National Hosting Authority, P.O.Box 2443, Solomon Islands Government.
Project:	LABOUR BASED-UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023
Contract #	GTB-GFC09/22
Subject	Variation Claim No. 1

Misc

Date	28/02/2023
Order No.	

Qty	Description	Unit Price	Total (SBD)
1	Variation Claim No. 1 - Labour Works Only		$ 24,085.60
	Works Include:		
	a. Re-piping of water supply pipe system		
	b. Installation of new waste pipe		
	b. Concrete slab on the walkway		
		Sub-Total	$24,085.60
	WHT	7.5%	~~$1,806.42~~
		TOTAL	~~$22,279.18~~

Payment

Comments: Please make all payments to:
Name: ET Plumbing Services
Bank Name: ANZ Bank
Account No: 5212658
Contact: (+677) 7607348

LOT 1-SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL_PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

Signature:

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

PROGRESS PAYMENT CERTIFICATE NO: 04

Payment Schedule Name:	Payment No. 4		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	St. Joseph's Tenaru - Building 8 & 9 - Plumbing Works		
Contractor:	ET Plumbing Services		
Project Manager	Graham Lilo	**Certificate:**	PC - 04
Contract Administrator:	Elwyn Maetia	**Date Invoice Received:**	28-Feb-23
		Date Issued for payment:	22-Nov-23
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	**PROGRESS CLAIMS**	**CONTRACT DETAILS**	**PAYMENT DETAILS**	**NOTES**
	Contract Value	$ 154,247.98		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$ 30,849.60	$ 30,849.60	Previous claim
2	Payment 2 - 35%	$ 53,986.79	$ 53,986.79	Previous claim
3	Payment 3 - 35%	$ 53,986.79	$ 53,986.79	Previous claim
4	Payment 4 -VARIATION	$ 24,085.60	$ 24,085.60	This Claim
5				
8	**Progress Claim to date**	**$ 162,908.78**		
9	**Original Contract Value**	**$ 154,247.98**		
10	**Total Adjusted Contract Value**	**$ 178,333.58**		
11	**Balance of Contract Payment**	**$ 15,424.79**		

B	PAYMENT DETAILS		
	Progress payment for this claim	$ 24,085.60	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 24,085.60	

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

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* 24/11/23 *Date*

Compliance and approved by: ..... *Soleana Gagahe (Contract Manager)* 24/11/23 *Date*

Claim is hereby approved for payment by: 24/11/23

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

PROGRESS REPORT

Date: 30th October 2023



CONTRACT NO: **GTB-GFC09/22 – LOT 1**

CONTRACT NAME:
Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1-St Joseph Tenaru Catholic Secondary School – Plumbing Works for Building 8 & 9, Girls Ablution Block

CONTRACTOR NAME: **ET PLUMBING**

COMMENCEMENT DATE: **25th December 2022**

PACIFIC GAMES
SOLOMON ISLANDS
CHALLENGE • CELEBRATE • UNITE

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

info@sol2023.com.sb

+677 7308800

Sol2023 XVII Pacific Games

1.0 INTRODUCTION:

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

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 30th October 2023, which the effective date of this report. Thus, this report is purposely to provide an up to date progress of works for additional works on variation as per requested by site Engineer, Freda Waki. Thus, the contractor ET construction has fulfil the scope of works on the variation to our satisfaction.

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT:	**$154,247.98**
PAYMENTS RECEIVED: PMT 1 - 20%	$30,849.60
PREVIOUS CLAIM: PMT 2 – 35%	$53,986.79
PREVIOUS CLAIM: PMT 3 – 35%	$53,986.79
CURRENT CLAIM: PMT 4 – VARIATION	$24,085.60
CONTRACT BALANCE	**$15,424.80**

SECTION IV: PAYMENT SCHEDULE

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

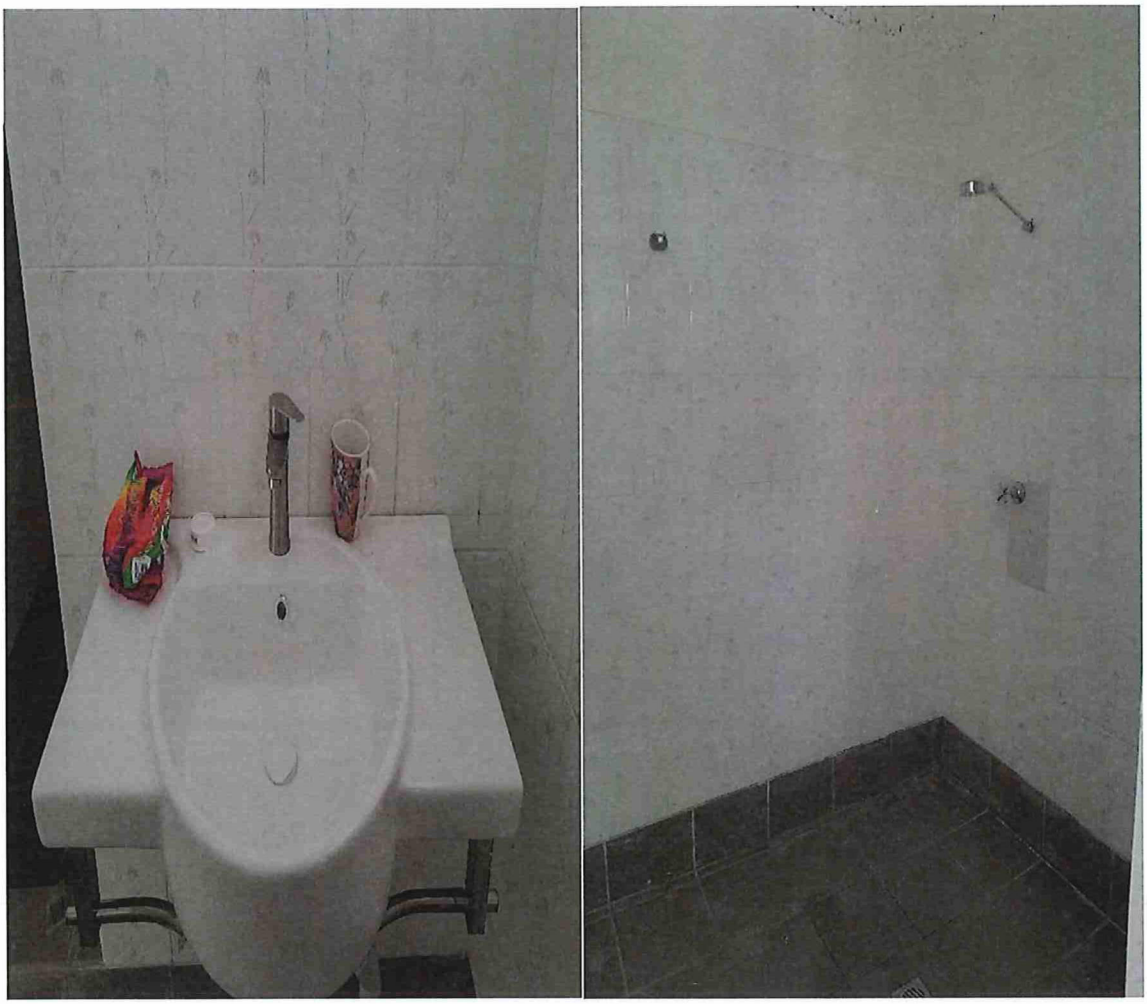
CONTRACT VALUE			**SBD$ 154,247.98**
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 30,849.60**	**$ 30,849.60**
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	**$53,986.79**	**$53,986.79**
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	**$ 53,986.79**	**$ 53,986.79**
Payment 4	VARIATION	**$ 24,085.60**	**$ 24,085.60**
Payment 5	10% Retention upon completion of any defects and repairs after three months	**$ 15,424.80**	**$ 15,424.80**
TOTAL			**$ 178,333.58**

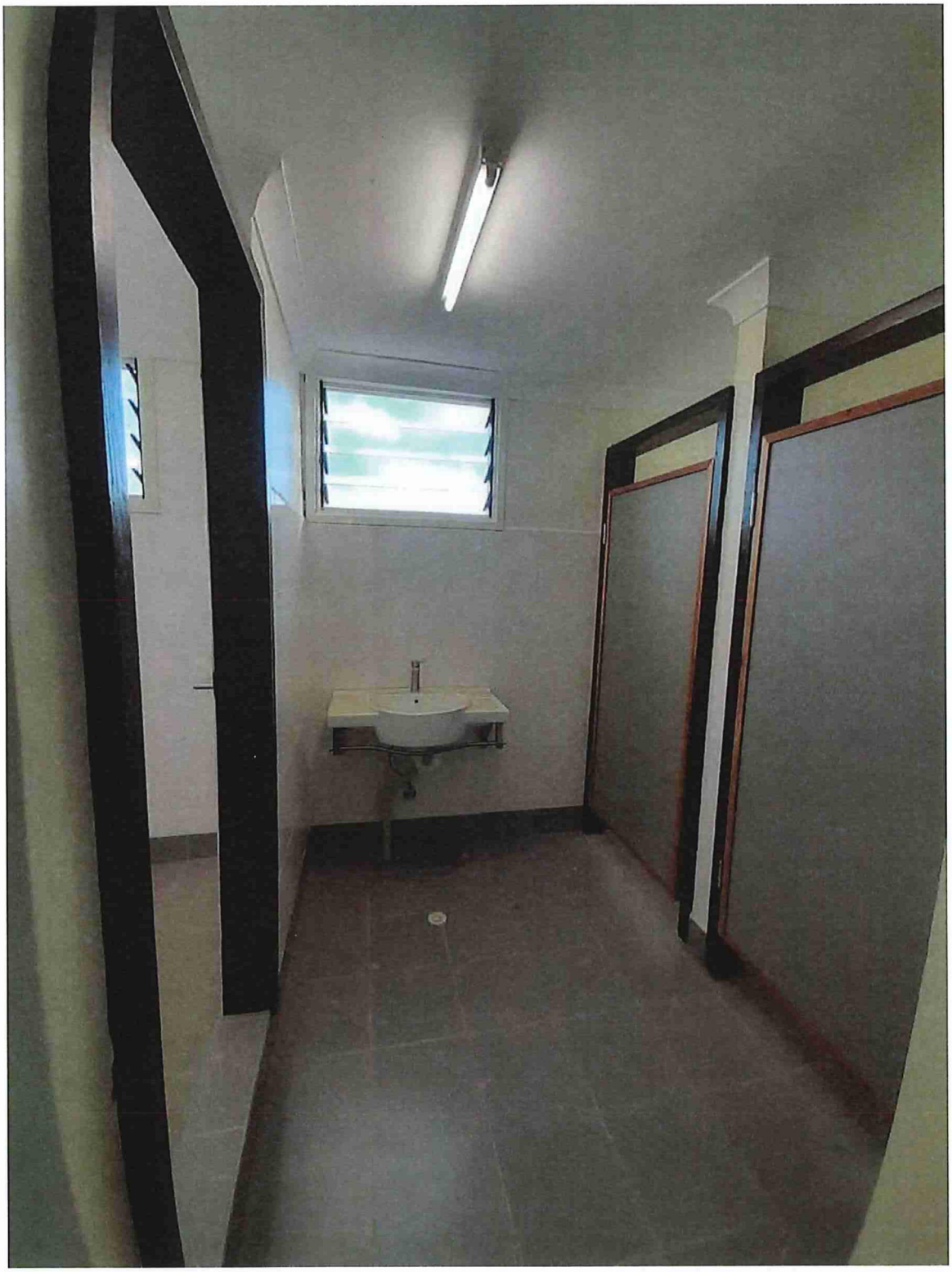
4.0 THE REPORT:

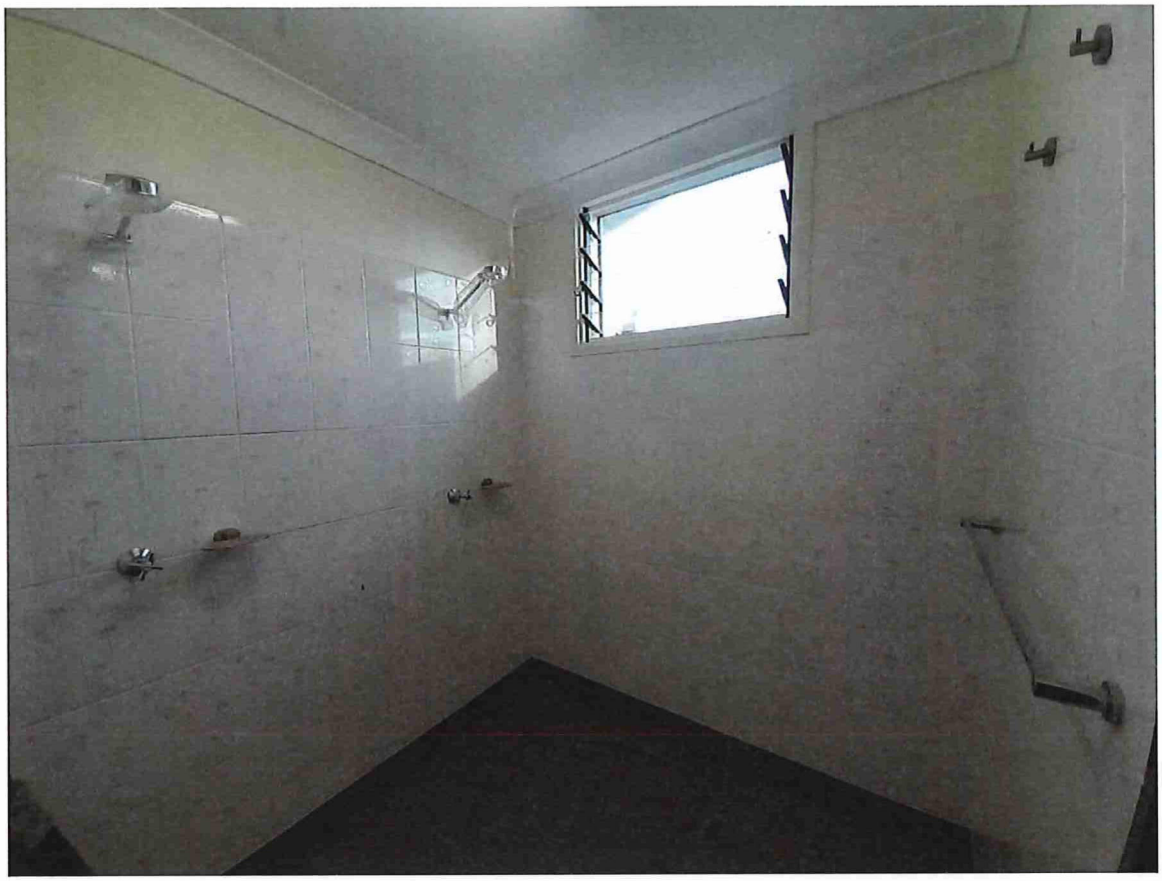
Below are summary report of the work progress on site as of the date of inspection. All works are detailed in the scope of works under the contract.

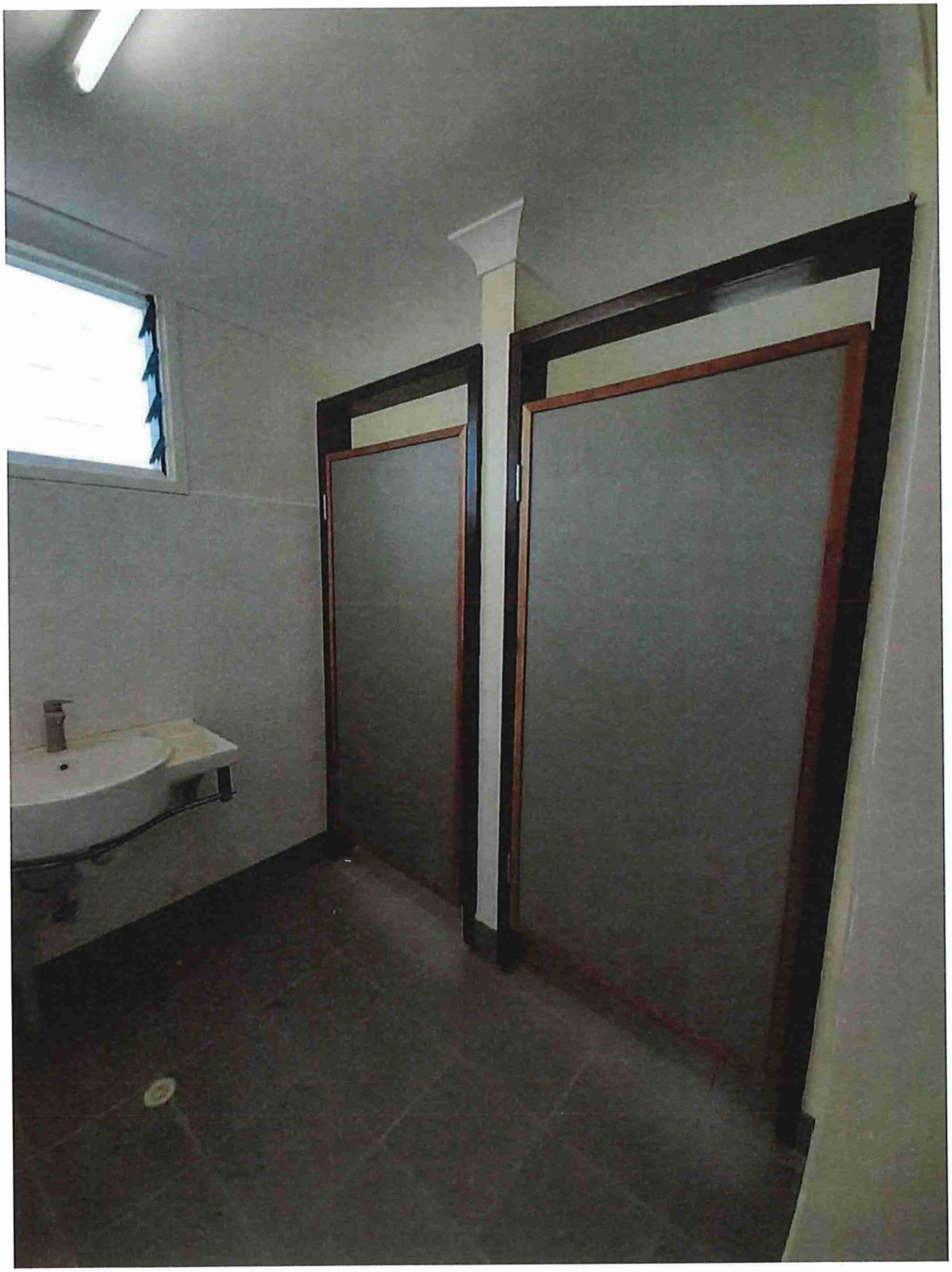
APPROVED SCOPE OF WORKS FOR BUILDING 8 & 9

Item	Description of Scope of Works	Status
1.0	**Toilets & Fittings**	
1.1	Remove existing damage toilet Pans and Cisterns and replaced with new system	100% complete
1.2	Remove old blocked inlet piping and connect new PEX piping system	100% complete
1.3	Tiling all floors and walls	100% complete
2.0	**Shower & Fittings**	
2.1	Remove old blocked inlet piping and connect new piping system	100% complete
2.2	Remove old shower rose and taps and remove with new ones	100% complete
2.3	Remove old blocked inlet piping and connect new PEX piping system	
2.4	Tiling of all floors and walls with non-slip tiles	100% complete
3.0	**Wash hand Basin**	
3.1	Remove old damage wash hand basin and replace with new one plus wall brackets, and fittings	100% complete
3.2	Tiling of all floors and walls with non-slip tiles	100% complete
4.0	**Tiling**	
4.1	Wash, scub & clean floor and lay non-slip tiles to ablution floor	100% complete
4.2	Install towel rail in front entrance of ablution	100% complete











10.0 CONCLUTION:

- The contractor has completed all the works under the variation scope and payment is recommended for release.

11.0 RATINGS:

- Project 100% complete

COMPILE BY:



ELWYN MAETIA
Contract Administrator
Project Management Unit (PMU)

MEMORUNDUM

Ref/09/23 **Ref No issued 09-23**

To: Dr Jimmie Rodgers .....date: 09/10/23.
NHA Chair/Secretary to the Prime Minister
NHA/OPMC

Thru: Christian Nieng: .....date: 26/9/23
Executive Director/Secretariat
Chairman-ITB
National Hosting Authority

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023 PACIFIC GAMES

Attention: Leeroy Bird
ED/PMU/ Secretary ITB/GTB
National Hosting Authority

Date: 19th September 2023

Dear Chair, NHA/SPM,

SUBJECT: REQUEST APPROVAL TO AWARD VARIATION TO ET PLUMBING FOR PLUMBING WORKS AT ST JOSEPH TENARU-GAMES VILLAGE PROJECT SUM OF $24,085.60.

I refer to the above, approval is required to award variation as mentioned above to ET Plumbing for plumbing works at St Joseph Tenaru School.

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

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

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

This request for approval is in lieu of the PCAM chapter 6-6.1 which stipulates any variation above 10% of the Contract shall be approved by the awarding authority, herein, the Games tender Board.

The works had been completed as instructed by PMU, thus, this request would allow payments as required.

Details of the variations are as follows.

Description		
Contractor	**ET Plumbing**	
Original Contract Value	**$154,247.98**	
Variation claimed	**$24,085.60**	**This claim**
New contract value after variation	**$178,333.58**	

Attached are variation documentation for your perusal and approval.

Sincerely

Peter Himane
Procurement Compliance Manager
National Hosting Authority

Project Management Unit
Games Facilities Committee

REQUEST FOR VARIATION APPROVAL

VARIATION (VO-1) FOR LABOR-BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023: LOT 1 – SAINT JOSEPH'S TENARU CATHOLIC NATIONAL SECONDARY SCHOOL – PLUMBING WORKS FOR BUILDING 8 & 9 – GIRLS' ABLUTION BLOCK

CONTRACTOR: ET PLUMBING

Request Letter for Chair – Games Tender Board's Approval

NHA Ref: **SVG-100823**

Date: 10/08/23

NHA Ref:SVG-090823 **Date:10/08/23**

To: Dr. Jimmie Rodgers ..... Date:
Chair NHA/SPM/Chair GTB

Attention: Dentana Mackinnie
Co-chair NHA/GTB/PS - MoFT

Thru: Christian Nieng ..... Date: 14/09/23
Executive Director/Chair – ITB
National Hosting Authority

Leeroy Bird ..... Date: 12/09/23
Executive Director/Secretary ITB/GTB
PMU, NHA

Dear Chair NHA/SPM/Chair – GTB,

SUBJECT: REQUEST APPROVAL OF VARIATION (VARIATION ORDER NO. 1) FOR ADDITIONAL PLUMBING WORKS FOR BUILDING 8 & 9 CONDUCTED BY ET PLUMBING (LABOUR-BASED CONTRACT – GTB-GFC09/22 LOT 1)

I hereby refer to the above subject made in Pursuant to the Contract Agreement between NHA & ET PLUMBING, which hereby states in its **Special Conditions of Contract – *Article 9, Clause 9.2***:

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

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

and whereby if deemed necessary to issue a contract variation,

> *"For Contract Variations totalling more than 10% of the original approved contract value need to be approved by the Tender Board that approved the original contract award",*

I hereby request approval for the subject mentioned above.

The Variation Claim amounts to a total cost of **$24,085.60** which is **more than 10% of the Contract Value** thus your perusal and approval are needed to proceed as necessary.

The summary cost is shown in the table below:

Project Name	**Labour-based Contract for Upgrade of Games Village for Pacific Games 2023 (Lot 1 – Carpentry Works for Building 2)**
Contract No.	GTB-GFC09/22 Lot 1
Original Contract Value	SBD $154,247.98
Variation no.1 (V01)	SBD $24,085.60
New Contract Value after Variation (V02)	SBD $178,333.58 (Original Value + V01) *($154,247.98 + $24,085.60)*

This request is for **additional labour charges** that are due to additional Plumbing Works mainly for the replacement of existing damaged water supply piping system for top floor of the Building 9 Ablution Block, waste pipe connection and construction of walkway concrete slab from laundry area (back of Building 8 to Building 9) as requested by Site Engineer for Tenaru School (part of the Schools Upgrade Project).

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

i. Remove existing damaged water supply piping system and install PEX piping system for the top floor Ablution of Building 9

ii. Cut through concrete slab of Building 9 Ground Floor Shower Room, and laundry area to install floor waste and all waste pipe to then connect to the existing soak pit

iii. Construction of 150mm thickness concrete walkway slab from laundry area (back of Building 8) to front of Building 9 back door (4m x 1m)

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

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

Sincerely,

Soleana Gagahe
Contracts Manager
Project Management Unit

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

VARIATION ORDER FORM

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

CONTRACT SUMMARY INFORMATION:

CONTRACT NO:	GTB-GFC09/22-LOT 1	**Variation Order No:**	No.1		
CONTRACT NAME:	Labour based Contract for Upgrade of Games Village for Pacific Games 2023 – Lot 1, St. Joseph's Tenaru Catholic National Secondary School, Plumbing Works for Building 8 & 9 – Girls Dormitory Ablution Blocks				
SCHOOL NAME	St. Joseph's Tenaru Catholic National Secondary School				
CONTRACTOR NAME	**ET Plumbing Services**	Building No	8 & 9	Lot No	1

DESCRIPTION OF ISSUING OF VARIATION ORDER (indicate below variation)

The variation claim is for an additional plumbing works mainly for the replacement of existing damaged water supply piping system for water waste for Ablution Block of buildings 8 & 9. The Scope of Works includes: i). Remove existing damaged water supply piping system and install PEX piping system for the top floor ablution of building 9. ii). Cut through concrete slab of Building 9 ground floor shower room, and laundry area to install floor waste and all waste pipe to the connect to the existing soak pit. iii). Construction of 150mm thickness concrete walkway slab from laundry area (back of building 8) to front of Building 9 back door (4m x 1m)

Requested by the Engineer / Employer on: 23/01/23

TECHNICAL REASON (S) FOR VARIATION:

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

The above will necessitate the following:

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	The variation claim is for an additional plumbing works mainly for the replacement of existing damaged water supply piping system for water waste for Ablution Block of buildings 8 & 9. The Scope of Works includes: i). Remove existing damaged water supply piping system and install PEX piping system for the top floor ablution of building 9. ii). Cut through concrete slab of	Lump Sum	1	$24,085.60	$24,085.60

	Building 9 ground floor shower room, and laundry area to install floor waste and all waste pipe to the connect to the existing soak pit. iii). Construction of 150mm thickness concrete walkway slab from laundry area (back of building 8) to front of Building 9 back door (4m x 1m)				
				TOTAL VARIATION COST (this Variation)	**$24,085.60**

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

ADDITIONAL EXPENDITURE:

Original Contract Value	$ 154,247.98	
Estimated Variation Cost **(VO1)**	$ 24,085.60	
CPA (Contract Price Adjustment)	$ 178,333.58	

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

Summary of Variation Order and Claims is attached.

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

Variation recommendation by: *(to be requested by Site Engineer and signed by Contractor)*

Name: Freda Waki **PROJECT SITE ENGINEER** **(St.Joseph's Tenaru School)**	Signed: Date: 09/08/2023	Name: Eddie Tola **CONTRACTOR (ET Plumbing Services)**	Signed: Date: 9/8/23

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

Name: Graham Lilo **PROJECT MANAGER**	Signed Date: 16/08/2023	Name: Soleana Gagahe **CONTRACTS MANAGER**	Signed: Date: 10/08/2023

Name: Leeroy Bird
Executive Director
Project Management Unit
National Hosting Authority

Signed: date: 11/09/2023

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

VARIATION WORKS: ET PLUMBING SERVICES

LOT 1 – ST JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL
PLUMBING WORKS FOR BUILDING 8 & 9 – GIRLS DORMITORY ABLUTION BLOCK

VARIATION REQUEST BY SITE ENGINEER (Freda Waki 23/01/2023**)**

- **BUILDING 8 & 9**
  Existing piping works to the showers are blocked due to muddy water from the river flowing through the pipes for the past years. This caused water to not flow through the pipes of the showers. A pump was used to test the piping for any leakages or blockages and it appears the pipes still cannot be cleared using this method. The "PYE Clogged-Drain Solution" was also used as a second option to clear the pipes and it was also unsuccessful. Thus, the third option is to run a new piping system to the showers by connecting from the main water pipeline.

- The walkway from building 8 & building 9 to the laundry area needs to be slabbed as the existing is a wet muddy area.

Variation Works have been verified and scoped by PMU Officers Consisting of a Quantity Surveyor, ED PMU and Engineers.

SCOPE OF WORKS FOR VARIATION: ET PLUMBING SERVICES

Item	Description
-	
1.00	**Re-piping of water supply piping system**
1.01	Remove existing damaged water supply piping system and install PEX piping system for the top floor ablution of building 9.
2.00	**Waste Pipe**
2.01	Cut through concrete slab of Building 9 ground floor shower room, and laundry area to install floor waste and all waste pipe to the connect to the existing soak pit.
3.00	**CONCRETE SLAB**
3.01	Install 150mm thickness concrete walkway slab from laundry area (back of building 8) to Building 9 back door (5m x 1m)

ET PLUMBING SERVICES
LOT 1 -ST JOSEPHS TENARU CATHOLIC NATIONAL SCHOOL
PLUMBING WORKS FOR BUILDING 8 & 9 (GIRLS DORMITORY)
VARIATION LABOUR WORKS ONLY

Item	Description	Qty	UOM	Rate	Total
1.00	**Re-piping of water supply piping system**				
1.01	Remove existing damaged water supply piping system and install PEX piping system for the top floor ablution of building 9.	2	Day	$ 1,904.00	$ 3,808.00
2.00	**Waste Pipe**				
2.01	Cut through concrete slab of Building 9 ground floor shower room, and laundry area to install floor waste and all waste pipe to the connect to the existing soak pit.	8	Day	$ 1,904.00	$ 15,232.00
3.00	**CONCRETE SLAB**				
3.01	Install 150mm thickness concrete walkway slab from laundry area (back of building 8) to front of Building 9 back door (4m x 1m)	1	Day	$ 1,904.00	$ 1,904.00
	Total Labour Work for Variations				**$ 20,944.00**
	15% Profit Margin				**$ 3,141.60**
	VARIATION PAYMENT				**$ 24,085.60**

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

ET Plumbing Services
P.O.Box 1529, Honiara-Solomon Islands
Mobile: +677 7607348
Email: etplumbingservices@gmail.com

28 February, 2023

VARIATION REPORT

No: PRV#01

Date:	**28 February, 2023**
Project No:	**GTB-GFC09/22**
Project Name:	**PLUMBING WORKS FOR BUILDING 8&9 – GIRLS DORMITORY ABLUTION BLOCK**
Site Contact:	**+677 7607348**

Please see attached Report for your review and records.

Summary

Completed Works:

BUILDING 9: *Plumbing works for all toilets*

- Remove existing damaged water supply piping system and install PEX piping system for the top floor ablution of building 9.
- Cut through concrete slab of Building 9 ground floor shower room, and laundry area to install floor waste and all waste pipe to the connect to the existing soak pit.

Works in Progress:

- Install 150mm thickness concrete walkway slab from laundry area (back of building 8) to front of Building 9 back door (4m x 1m)

Weather

Weather description: (*No weather was recorded on site)*

Notes

Instructions:
Nil

Delays:
Nil

Tools Used:

- Claw Hammer
- Tape Measure (20m, 8m, 6m)
- Extension Cable
- Combination Square
- Hand Saw
- Knippers
- Steel Grinder
- Pliers
- Steel Trowel
- Shovel
- Digging bars
- Wooden Floats

Materials Requested: *Not recorded*

OH & S

- Majority of works on site wear proper PPE
- Drink more water from dehydration

The content of this Site Diary remains the property of ET Plumbing Services and is intended for the recipient only. This document should not be distributed without the prior written consent of the Owner.

On behalf of ET Plumbing Services:

Eddie Tole
Managing Director/Surpervisor
7607348

Photos



Fig. 1 _ Newly installed floor waste

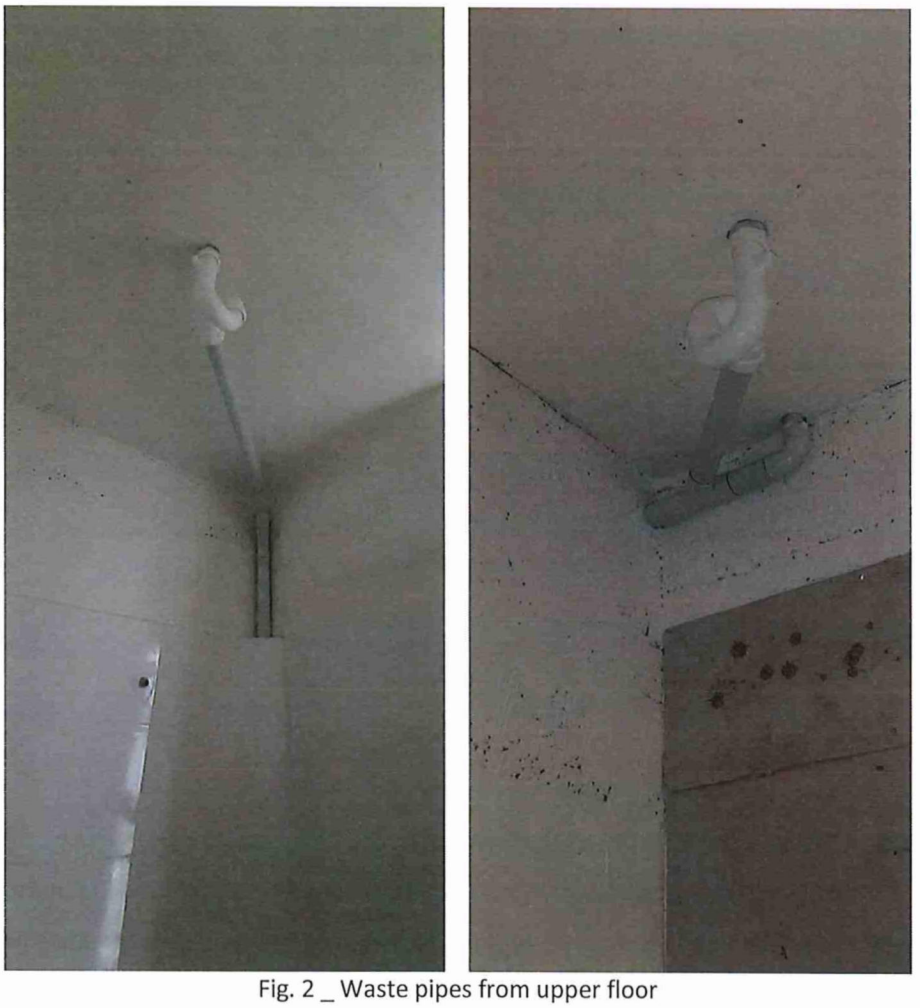


Fig. 2 _ Waste pipes from upper floor

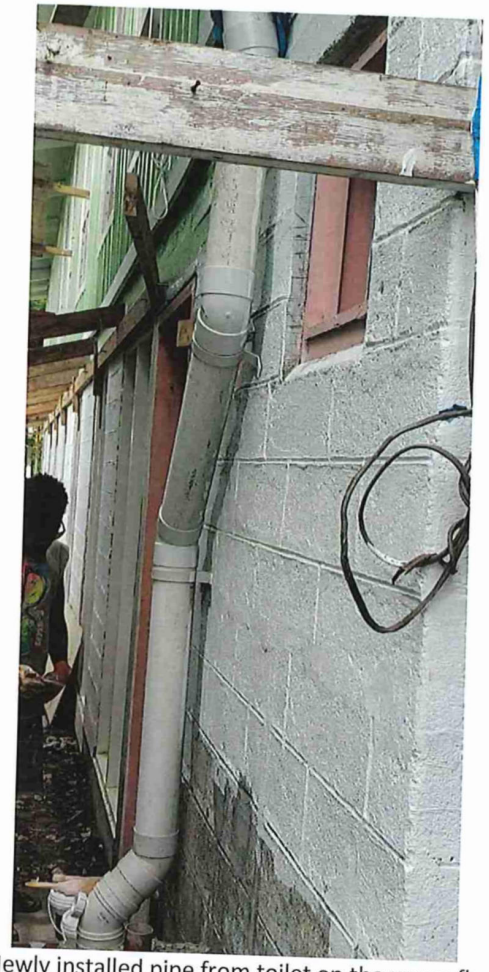


Fig. 3 _ Newly installed pipe from toilet on the upper floor level

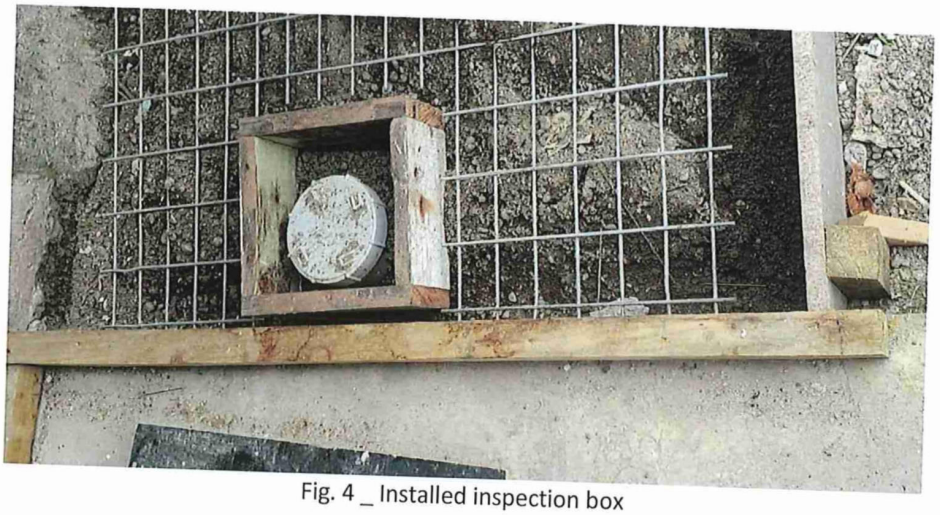


Fig. 4 _ Installed inspection box



Fig. 5 _ Installed waste pipes from sinks



Fig. 6 _ Installed concrete sink bench + tiling works

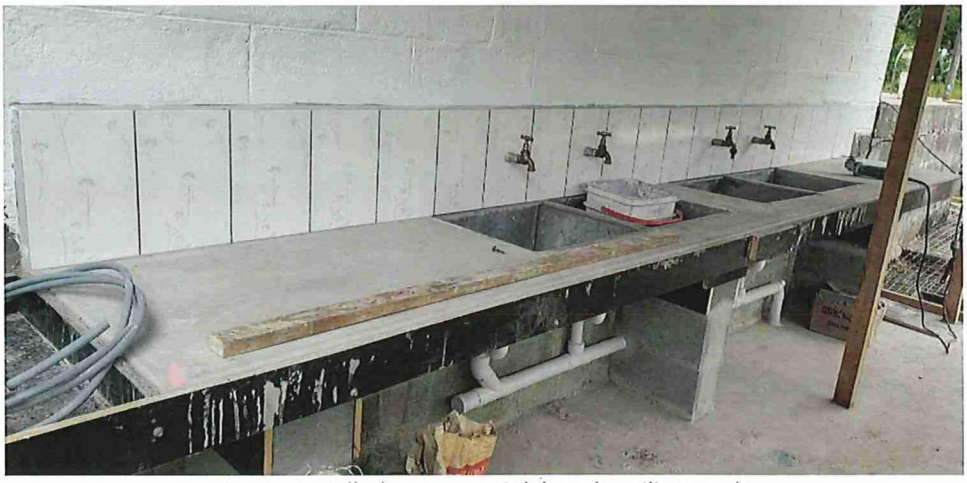


Fig. 7 _ Installed concrete sink bench + tiling works

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Eddie Tole
Managing Director
ET Plumbing
P.O.Box 1529
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / PLUMBING / A8 / Lot 1

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

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

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

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

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

Yours Sincerely,

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

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

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

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: Christina. L – CA

Date: 27th – 11-23

Procurement section Compliance performed by:

Signed: _____

Name and Position: Tumani Bird - C.P.O

Date: 30/11/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: George / Finance officer

Date: 01/12/23

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ET Plumbing Services

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

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

AND

ET Plumbing Services (hereinafter "the Contractor"), of Foxwood, Central Guadalcanal, Solomon Islands, of the other part represented by **Eddie Tolei,** herein the Managing Director of **ET Plumbing Services,**

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

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

4. The total Price shall be **SBD$ 154,247.98.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

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

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

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

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

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

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

    Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

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

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

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

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

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

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

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

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

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

20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

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

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nicig	**Name:**	Eddie Tolei
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director ET Plumbing Services
Date:	19/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 16/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

The terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are defined as follows:

1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.

1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.

1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

1.6 **CONTRACTOR:** The Employer's counterparty.

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

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

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

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

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

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

1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.

3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.

3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.

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

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

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

7.1 All notifications given by the Parties on the basis of the Contract must be in writing.

7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.

7.3 'In writing' is understood to include 'electronically', provided:
   a. the notification can be consulted by the addressee.
   b. the authenticity of the notification is sufficiently guaranteed; and
   c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.

8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

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

10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.

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

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

10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.

12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:

a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

12.3 The penalty will be set off against the amounts owed by the Employer, irrespective of whether the rights to such amounts have been assigned to a third party.

Article 13 Non-performance

13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.

13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the Employer may derive from non-performance.

Article 14 Liability

14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.

14.2 The Contractor indemnifies the Employer against any third-party claims for damages resulting from a failure as referred to in paragraph 1.

Article 15 Force Majeure

15.1 In the event of temporary force majeure, the Contractor will immediately notify the Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer then has the right to choose between:

a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Employer has the right to dissolve the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

or

b. Dissolution of the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Employer and the Employer has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.

15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by Contractors, failures in the Contractor's production process and liquidity or solvency problems on the part of the Contractor, or failures on the part of third parties engaged by the Contractor.

Article 16 Dissolution

16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.

16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

17.1 If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

MISCELLANEOUS

Article 18 Documentation

18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.

18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.

20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** **Eldon Tepa** **Executive Director** **Project Management Unit** **Email: ETepa@sol2023.com.sb**

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Eddie Tolei ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

		Contractor's liability for damage to the Employer's property other than the Works, and c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 154,247.98
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 30,849.60**	**$ 30,849.60**
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	**$53,986.79**	**$53,986.79**
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	**$ 53,986.79**	**$ 53,986.79**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 15,424.80**	**$ 15,424.80**
TOTAL			**$ 154,247.98**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called "Junior Dorm" and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

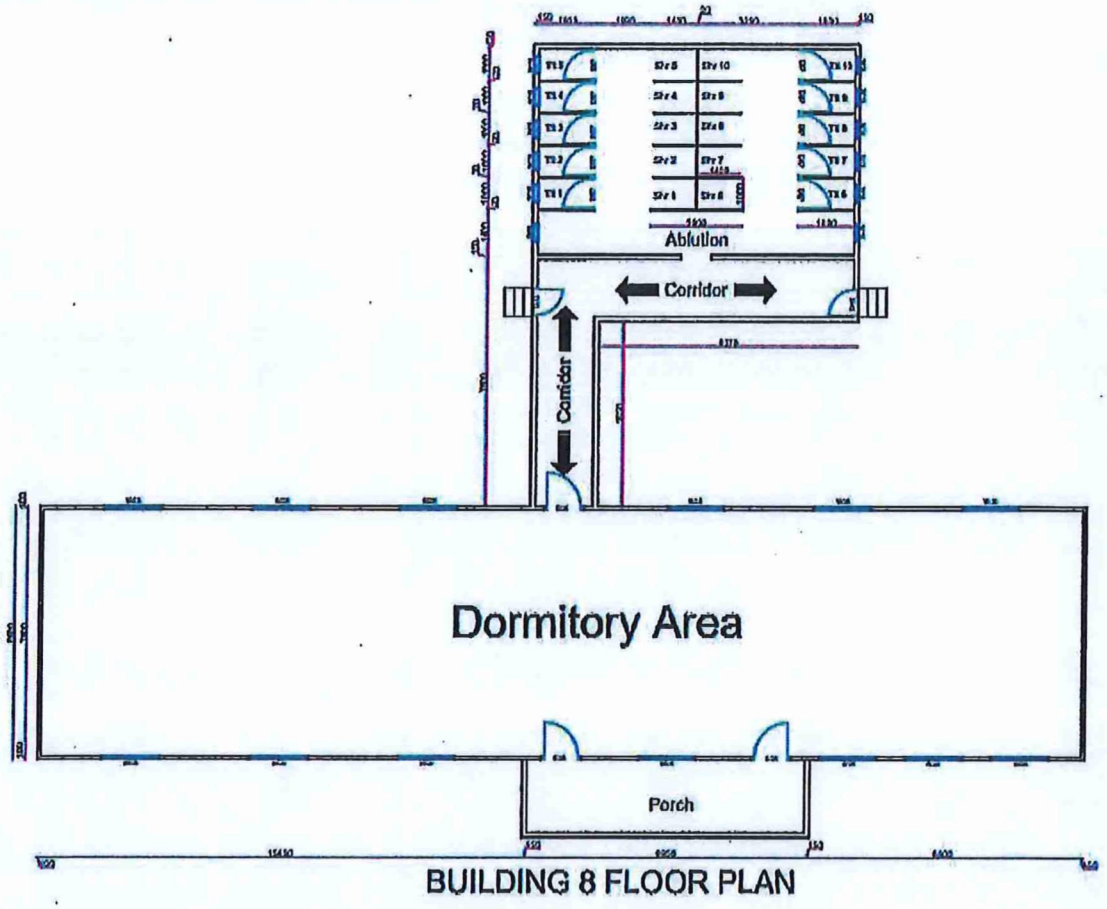


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. Handwash Basins
     - ➢ Remove old damaged handwash basins and replace with new ones.

iv. Towel Holders

- Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

3. Cleaning Works

i. Floor

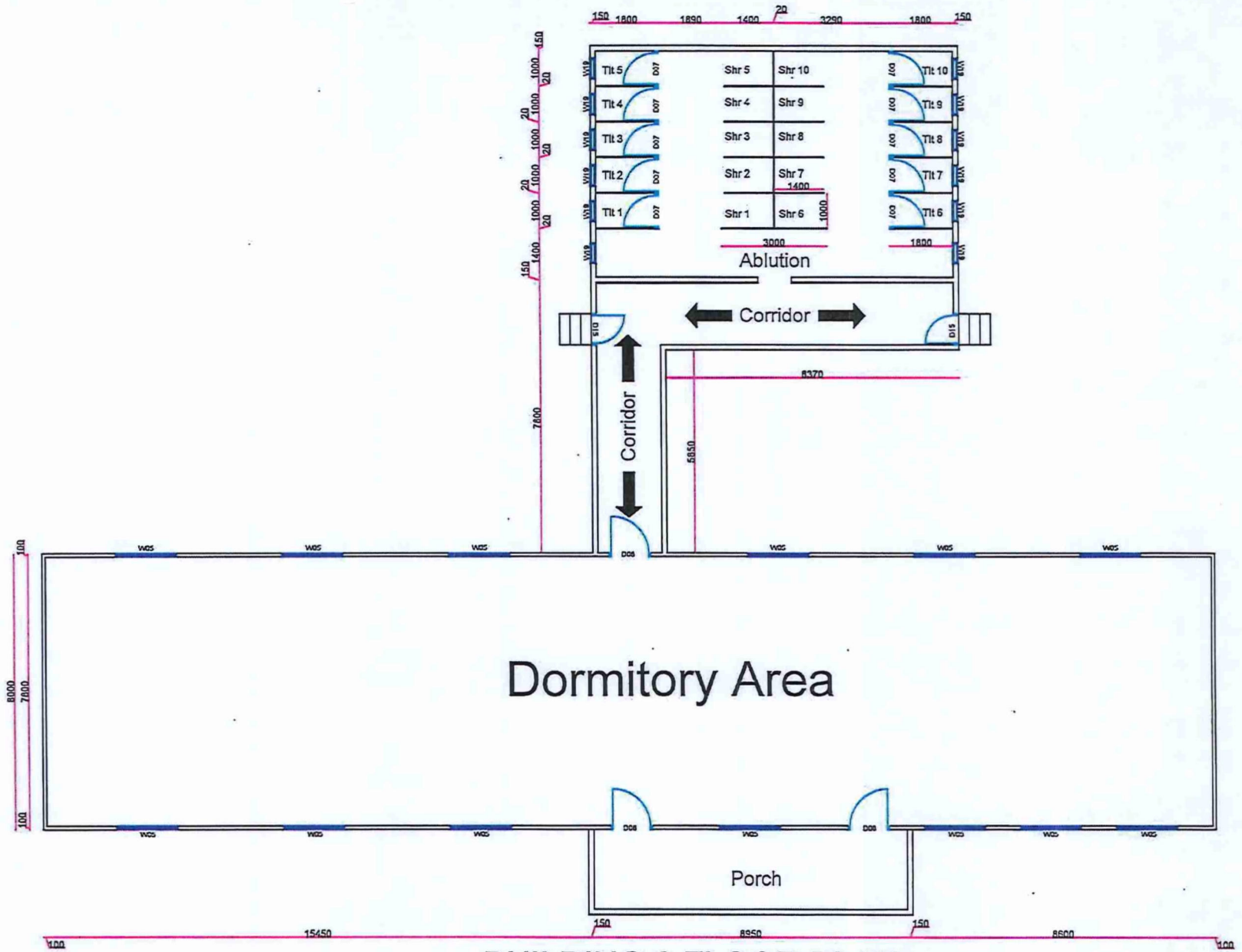
- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Shower Glasses

- Wash, scrub & clean all shower glasses with water and specified cleaning detergents.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution area before handing over to NHA.



BUILDING 8 FLOOR PLAN

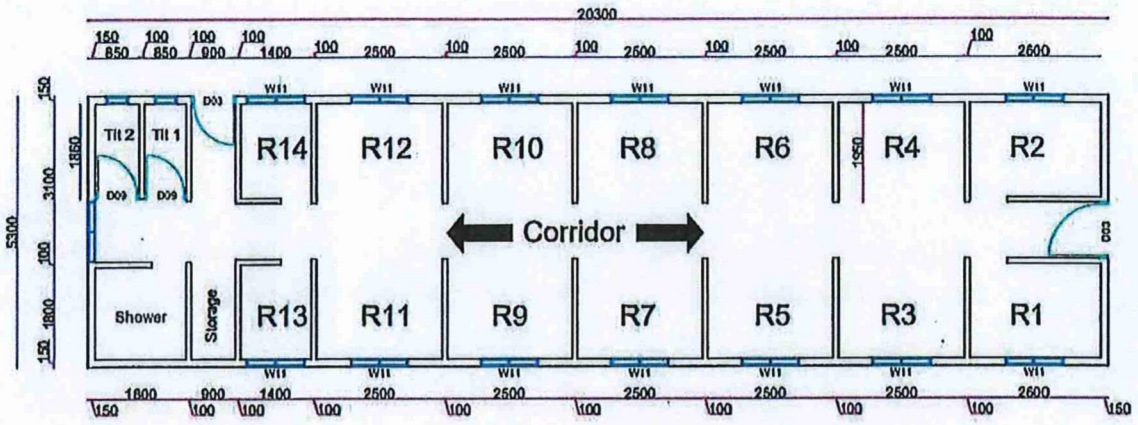
@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	1

BUILDING 9: SCOPE OF WORKS

Building 9 is double story girls' dormitory building. The ground floor is called **"Dorm 5"** and the top floor is called **"Dorm 6"**.

Dorm 5: Ground Floor (Girls' Dormitory)



BUILDING 9 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for ***building 9 ground floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. <u>Toilets</u>
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. <u>Showers</u>
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. <u>Handwash Basins</u>
     - ➢ Remove old damaged handwash basins and replace with new ones.
   - iv. <u>Towel Holders</u>
     - ➢ Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Toilet & Shower Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

ii. Walls

- Install new tiles on toilet walls and shower walls.

3. Cleaning Works

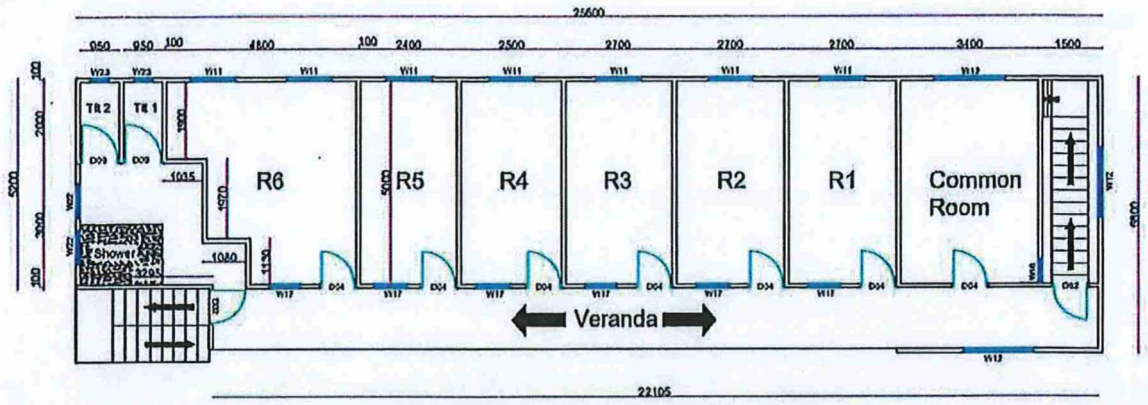
i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.

Dorm 6: Top Floor (Girls' Dormitory)



BUILDING 9 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

The following are the scope of works for ***building 9 top floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. <u>Toilets</u>
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. <u>Showers</u>
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. <u>Handwash Basins</u>
     - ➢ Install new handwash basins.
   - iv. <u>Towel Holders</u>
     - ➢ Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. **Tiling Works**
   - i. <u>Toilet & Shower Floor</u>
     - ➢ Install new non-slip tiles to ablution floor (including toilet floors and shower floors).
   - ii. <u>Walls</u>
     - ➢ Install new tiles on toilet walls and shower walls.

3. Cleaning Works

i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Wall

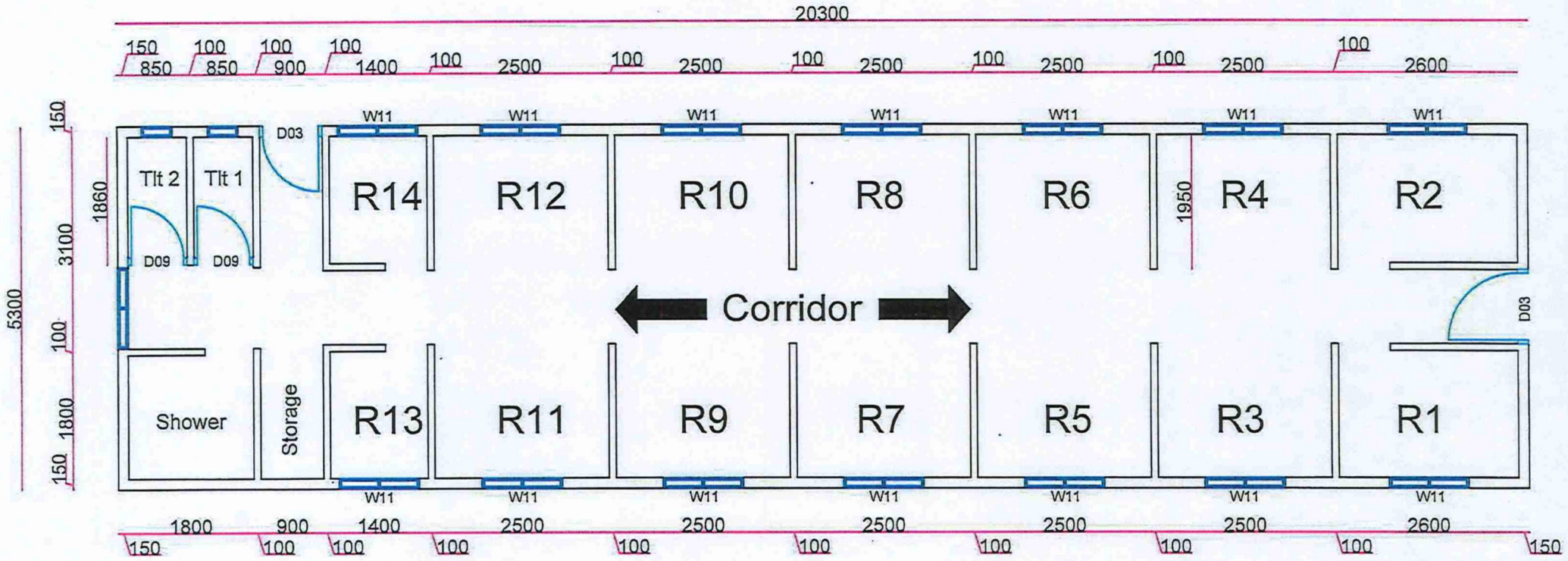
- Wash and clean all ablution surfaces prior to tiling.

iii. Veranda Floor

- Wash, scrub, and clean veranda floor with water and specified cleaning detergents.

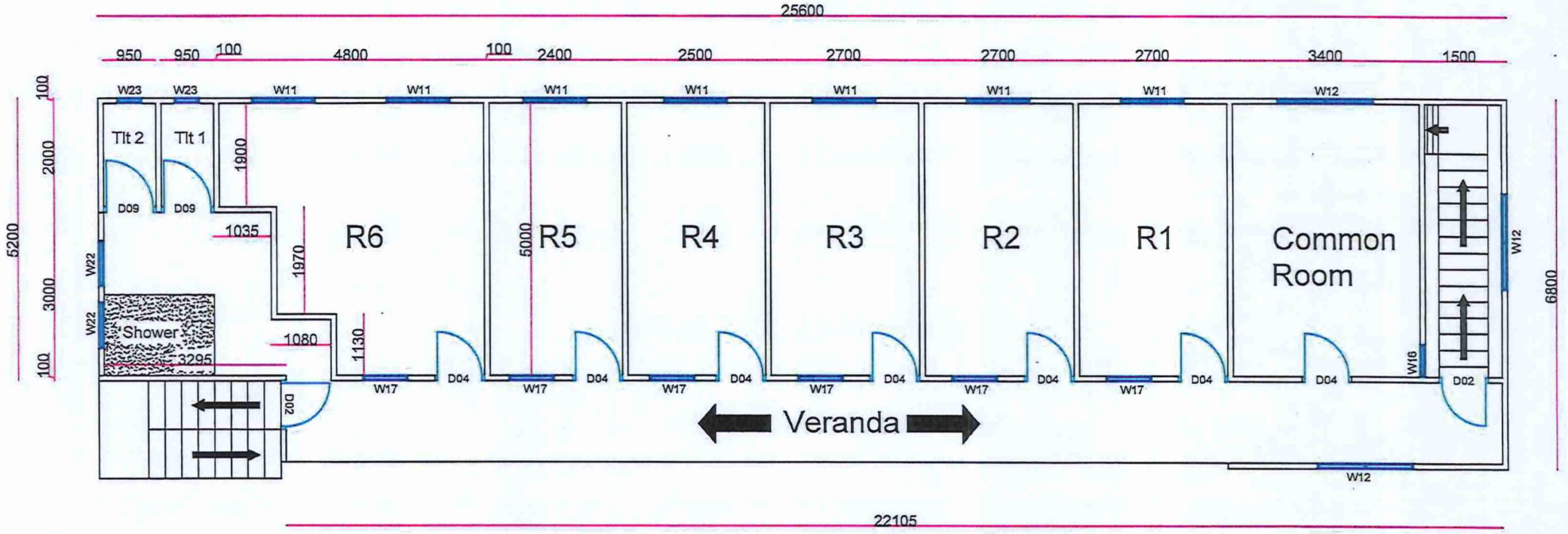
iv. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

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



BUILDING 9 TOP FLOOR PLAN
@ SCALE 1:100

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:100	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.ARFBAIO	G. LILO	1

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

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

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX III: POLICE CLEARANCE CERTIFICATES

PACIFIC GAMES
SOLOMON ISLANDS

ADDENDUM NO. 1

ADDENDUM TO THE GENERAL CONDITIONS

CLAUSE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR BUILDING 8 & 9 – GIRLS DORMITORY ABLUTION BLOCK

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

And

ET Plumbing Services

GTB-GFC09/22 (LOT 1)

Issued December 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 1 St Joseph's Tenaru School Plumbing Works for Building 8 & 9 – Girls Dormitory Ablution Block,** had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred amended shall form part of the final Contract.

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

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

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

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

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

   Referenced and amended sentences and paragraphs:

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

2.0: PARTIES RIGHT TO AMEND CONTRACT.

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

Reference I: Article 2 Application

- *2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.*

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

Reference II: Article 26 Final provisions

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

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

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

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

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

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

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Eddie Tolei
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director ET Plumbing Services
Date:	14../..12../2023	**Date:**	14./.12../2023

As witnessed by Project Management Unit (GFC) Representative:	
Name:	Leeroy Bird
Signature:	
Designation:	Executive Director, PMU
Date	14./..12../2023

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ET Plumbing Services

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

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

AND

ET Plumbing Services (hereinafter "the Contractor"), of Foxwood, Central Guadalcanal, Solomon Islands, of the other part represented by **Eddie Tolei,** herein the Managing Director of **ET Plumbing Services,**

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

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

4. The total Price shall be **SBD$ 154,247.98.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

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

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

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

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

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

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

    Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

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

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

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

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

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

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

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

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

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

20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

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

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nicha	**Name:**	Eddie Tolei
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director ET Plumbing Services
Date:	19/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature: .....

Name: Eldon Tepa

Title: Executive Director PMU

Date: 20/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

The terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are defined as follows:

1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.

1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.

1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

1.6 **CONTRACTOR:** The Employer's counterparty.

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

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

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

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

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

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

1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.

3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.

3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.

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

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

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

7.1 All notifications given by the Parties on the basis of the Contract must be in writing.

7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.

7.3 'In writing' is understood to include 'electronically', provided:

a. the notification can be consulted by the addressee.
b. the authenticity of the notification is sufficiently guaranteed; and
c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.

8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

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

10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.

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

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

10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.

12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:

a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

12.3 The penalty will be set off against the amounts owed by the Employer, irrespective of whether the rights to such amounts have been assigned to a third party.

Article 13 Non-performance

13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.

13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the Employer may derive from non-performance.

Article 14 Liability

14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.

14.2 The Contractor indemnifies the Employer against any third-party claims for damages resulting from a failure as referred to in paragraph 1.

Article 15 Force Majeure

15.1 In the event of temporary force majeure, the Contractor will immediately notify the Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer then has the right to choose between:

a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Employer has the right to dissolve the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

or

b. Dissolution of the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Employer and the Employer has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.

15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by Contractors, failures in the Contractor's production process and liquidity or solvency problems on the part of the Contractor, or failures on the part of third parties engaged by the Contractor.

Article 16 Dissolution

16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.

16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

17.1 If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

MISCELLANEOUS

Article 18 Documentation

18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.

18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.

20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Eddie Tolei ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

		Contractor's liability for damage to the Employer's property other than the Works, and c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 154,247.98
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 30,849.60**	**$ 30,849.60**
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	**$53,986.79**	**$53,986.79**
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	**$ 53,986.79**	**$ 53,986.79**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 15,424.80**	**$ 15,424.80**
TOTAL			**$ 154,247.98**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called "Junior Dorm" and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

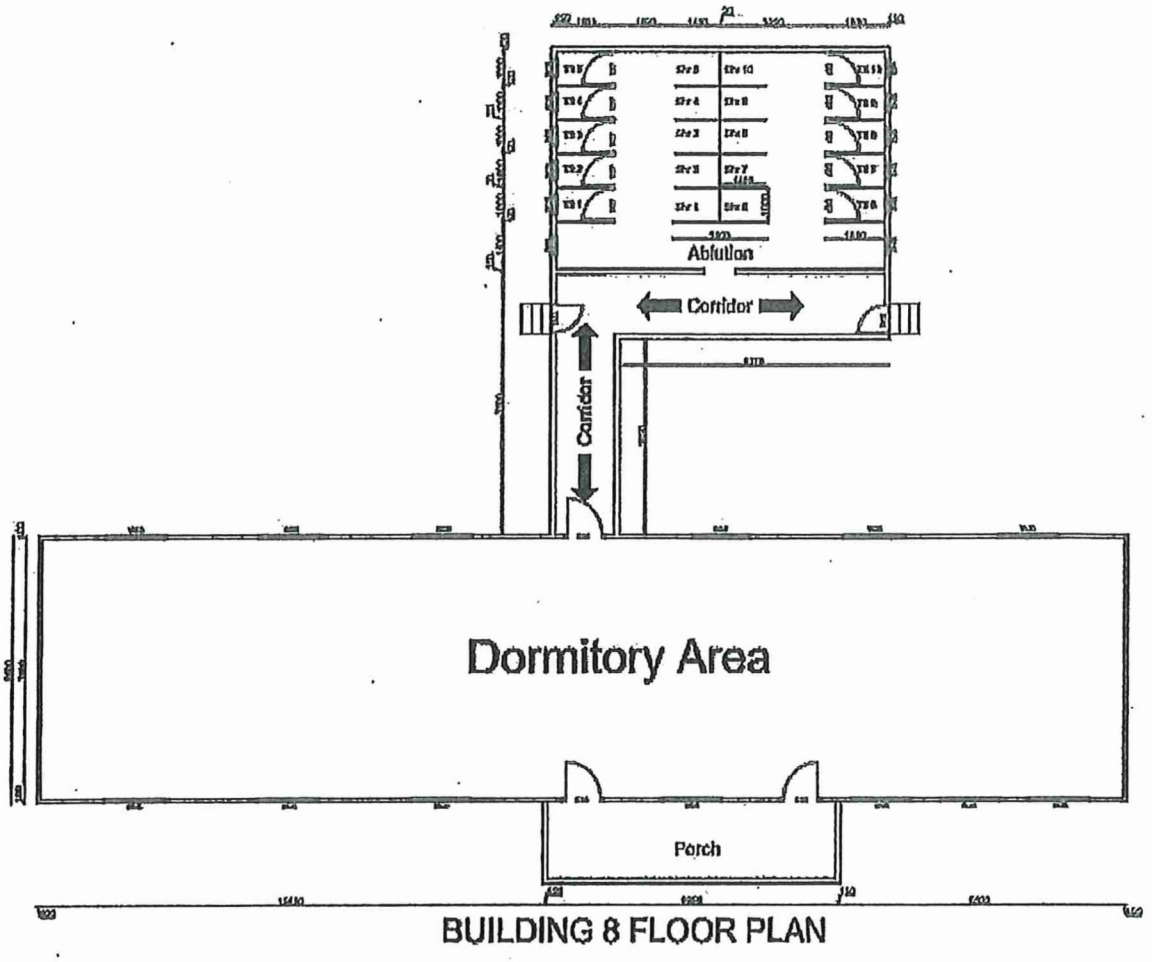


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - Remove all existing shower roses/taps and install new ones.
     - Install new soap-holders.
   - iii. Handwash Basins
     - Remove old damaged handwash basins and replace with new ones.

iv. Towel Holders

- Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

3. Cleaning Works

i. Floor

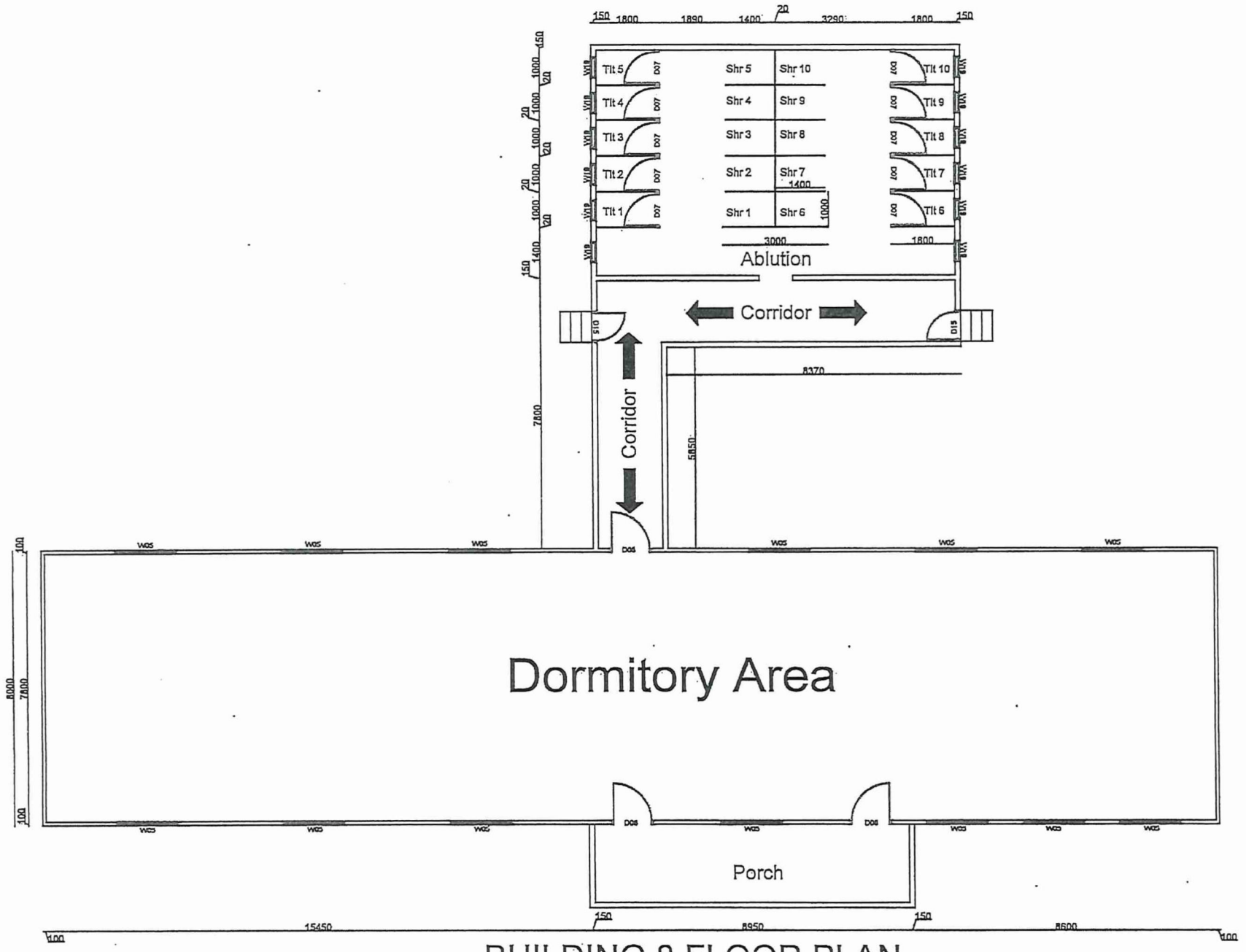
- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Shower Glasses

- Wash, scrub & clean all shower glasses with water and specified cleaning detergents.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution area before handing over to NHA.



BUILDING 8 FLOOR PLAN

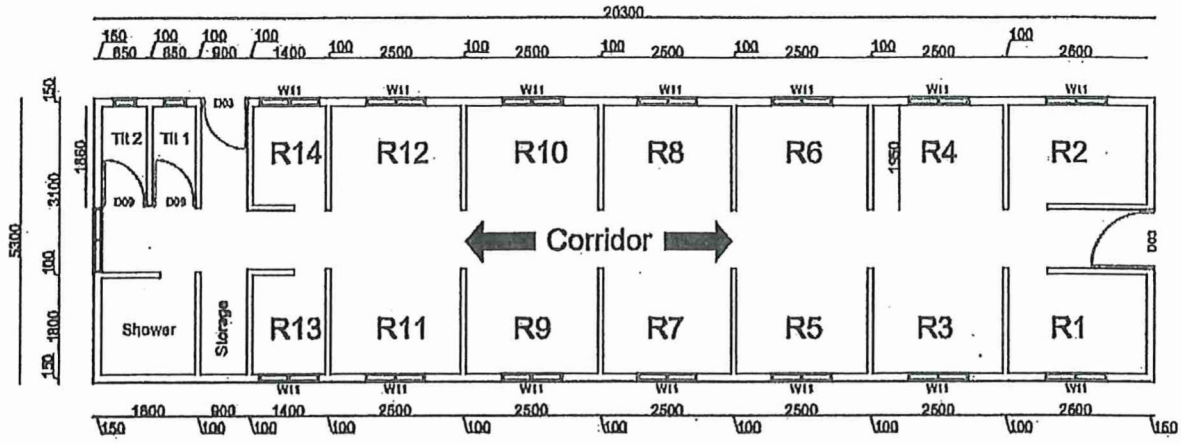
@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	E. WAKI	E.ABEBAIO	C. ULO

BUILDING 9: SCOPE OF WORKS

Building 9 is double story girls' dormitory building. The ground floor is called "**Dorm 5**" and the top floor is called "**Dorm 6**".

Dorm 5: Ground Floor (Girls' Dormitory)



BUILDING 9 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for ***building 9 ground floor*** (Girls' Dormitory).

1. **Plumbing Works**

   i. Toilets
   - Remove existing damaged toilet pans and their damaged accessories and replace with new ones.

   ii. Showers
   - Remove all existing shower roses/taps and install new ones.
   - Install new soap-holders.

   iii. Handwash Basins
   - Remove old damaged handwash basins and replace with new ones.

   iv. Towel Holders
   - Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Toilet & Shower Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

ii. Walls

- Install new tiles on toilet walls and shower walls.

3. Cleaning Works

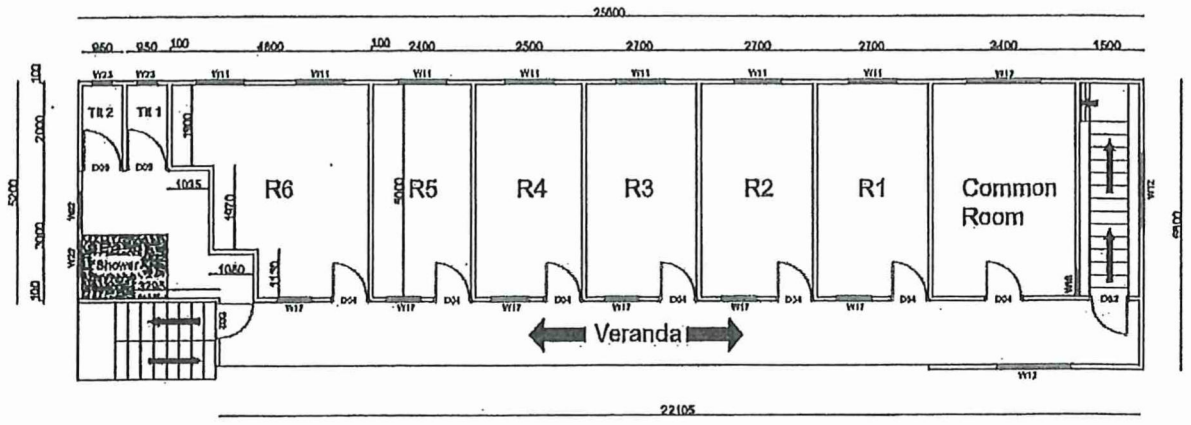
i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.

Dorm 6: Top Floor (Girls' Dormitory)



BUILDING 9 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

The following are the scope of works for ***building 9 top floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - Remove all existing shower roses/taps and install new ones.
     - Install new soap-holders.
   - iii. Handwash Basins
     - Install new handwash basins.
   - iv. Towel Holders
     - Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. **Tiling Works**
   - i. Toilet & Shower Floor
     - Install new non-slip tiles to ablution floor (including toilet floors and shower floors).
   - ii. Walls
     - Install new tiles on toilet walls and shower walls.

RECIEVED
DATE 07/02/24
PACIFIC GAMES SOLOMON ISLANDS SIGN

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: ET PLUMBING SERVICES – GIB-GFC 09/22 Add-01

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

Comments:

ED PMU to sign – on Addendum !!
Contractor to sign on indicated ✓✓

PAID CHQ No.
DATE 14/02/24

7208669
7968199
PMU

RECIEVED
DATE
PACIFIC GAMES SOLOMON ISLANDS SIGN

NHA-DFAT PAYMENT VOUCHER

345

Cheque No: 000341

Voucher No: PMU-1320/24

Payment to: ET PLUMBING SERVICES

Date: 06-Feb-24

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Approval by: Executive Director — Date: 6/2/24

Approval by: Financial Controller — Date: 7/2/24

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	LABOUR WORK	Payment for Retention 10% Labour based Contracts Invoice#104 Game Village	
6-2100-7	Tenaru School	Plumbing Work for Building 8 & 9	14,267.94
		Total:-	14,267.94

Amount in Word: Fourteen Thousand, Two hundred sixty seven dollars and ninty four cents Only

Cheque Signatories:

Signature:	
Dr Jimmie Rodgers	NHA Chair

Signature:	
Mckinnie P Dentana	PS Finance

Signature:	
Gilbert John Osmond Muria	Attorney General

Procurement Checklist:

No: of Quatations:	Non
Purchase Order #	Non
PR #	PMU-1320/24

Please indicate the type of payment:

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

14-02-2024

Received By
Name & Signature

George MacKenzie

Prepared By
Finance Officer - Name & Signature

PAID
CHQ. No.
DATE 14/02/24

BSP

HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

07, 02, 24

Pay ET Plumbing Services or bearer

the sum of Forteen Thousand Two Hundred Sixty Seven Dollars $ 14,267.94 94/100

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000345 2001614631

Eddie Tole
14/02/24

PAYMENT SCHEDULE

ET PLUMBING Services

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU/PLUMBING WORKS / A8/LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			154,247.98				
16/01/2023	No.1	20%	30,849.60		2,313.72	28,535.88	Paid
16/03/2023	No.2	35%	53,986.79		4,049.01	49,937.78	Paid
	No.3	35%	53,986.79		4,049.01	49,937.78	Paid
6/02/2024	No.4 - RETENTION	10%	15,424.80		1,156.86	14,267.94	Payment In Progress
1/12/2023	VARIATION 1		24,085.60		1,806.42	22,279.18	Paid
TOTAL			***178,333.58***	-	***13,375.02***	***164,958.56***	

BSP

HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

07, 02, 24

Pay ET Plumbing Services or bearer

the sum of Forteen Thousand Two Hundred Sixty Seven Dollars 94/100

$ 14,267.94

SPORTS SOLOMON FUND

Payable in the Solomon Islands only.

000345 2001614631

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1320/24

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	L.S	Retention Payment (10%) for Labour-based Contract for Upgrade of Schools for Games Village to ET Plumbing - Lot 1 Plumbing Works for Building 8 & 9	ET Plumbing	INV # 104	$ 15,424.80
				TOTALS	$ 15,424.80

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 15,424.80 Date: 11/01/24

Requisition Officer (Name): [illegible] Sign:

Account Code: E-2717

Account Name: Others Local & Tour Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): LEEROY BIILO Sign:

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 15,424.80

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: Tumani B Date: 02/02/25

Position: CPO

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

14-2-2024

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

10/1/24

To: Executive Director, NHA

Thru: Leeroy Bird, Executive Director, PMU 10/01/24

From: Graham Lilo, PMU

NHA Ref: **GKL-271223**

Date: Wednesday 27th December 2023

SUBJECT: Request Retention Payment (10%) for Labour-based Contract for Upgrade of Schools for the Games Village to ET Plumbing- Lot 1, Plumbing Works for Building 8 & 9

Dear ED,

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

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Retention Payment	10%	$15,424.80

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

Kind regards,

Graham Lilo
Project Manager, PMU

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

ET PLUMBING
SERVICES

Invoice No. 104

INVOICE

Customer

Name	Project Management Unit
Address	National Hosting Authority, P.O.Box 2443, Solomon Islands Government.
Project:	**LABOUR BASED-UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023**
Contract #	**GTB-GFC09/22**
Subject	**Payment No. 4**

Misc

Date	27/12/2023
Order No.	

Qty	Description	Unit Price	Total (SBD)
1	**Payment No.4 (10%)**		$ 15,424.80
	(As per SECTION IV:PAYMENT SCHEDULE)		
	10% Retention Payment		
		Sub-Total	$15,424.80
		TOTAL	$15,424.80

Payment

Comments: **Please make all payments to:**
Name: **ET Plumbing Services**
Bank Name: **ANZ Bank**
Account No: **5212658**
Contact: **(+677) 7607348**

LOT 1-SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL_PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

Signature:

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

PROGRESS PAYMENT CERTIFICATE NO: PC-04

Payment Schedule Name:	Payment 4 - Retention		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 1 - Plumbing Works for Buildings 8 & 9		
Contractor:	ET Plumbing		
Project Manager	Graham Lilo	**Certificate:**	PC-04
Contract Administrator:	Elwyn Maetia	**Date Invoice Received:**	
		Date Issued for payment:	29-Dec-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 154,247.98		
1	Payment 1 (20%)	$ 30,849.60	$ 30,849.60	Paid
2	Payment 2 -(35%)	$ 53,986.79	$ 53,986.79	Paid
3	Payment 3 - (35%)	$ 53,986.79	$ 53,986.79	Paid
4	Payment 4 - 10% retention	$ 15,424.80	$ 15,424.80	This Claim
5				
6				
7	**Progress Claim to date**	**$ 154,247.98**		
8	**Original Contract Value**	**$ 154,247.98**		
9	**Total Adjusted Contract Value**	**$ 154,247.98**		
10	**Balance of Contract Payment**	**$ -**		

B PAYMENT DETAILS

Progress payment for this claim	$ 15,424.80	
Retention-Purchaser retains % of this payment pursuant to clause	$ -	
Amount payable for this claim after Retention	$ 15,424.80	

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

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* 27/12/23 *Date*

Complianced and approved by: ..... *Soleana Gagame (Contract Manager)* 27/12/23 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU)* 10/01/24 *Date*

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

Defect List

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

Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	No defects		
2			
3			

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

Issuance of this notice in conformity with the Contract by the Project Manager……date: 2/09/23
……..

Counter Signed by the Contracts Manager…… Date: 2/09/23

Defect Assessment Report.

P OJECT DETAILS:	
PROJECT NAME:	Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023
CONTRACT #:	GTB – GFC 09/22
CONTRACTOR:	ET Plumbing
WORK TYPE:	PLUMBING
PROJECT SITE:	ST JOSEPH TENARUBUILDING 8
LOT #:	Lot 1
BUILDING NAME:	BUILDING 8 & BUILDING 9
DEFECTS PERIOD:	3 Months (30/03/2023 – 30/06/2023)
DEFECTS INSPECTION REPORT DATE:	2nd September 2023
REPORT PREPARED BY	Chris Mana

Inspection Summary

1. Contractor:
   1.1 ET Plumbinghave notified the NHA – PMU of the completion of three (3) months' defects liability period (DFLP) on the <2nd September 2023>

2. Client - NHA PMU
   2.1 NHA –PMU conducted site inspection on the < 2nd September 2023>
   2.2 As per contract, defects liability period payment shall be paid upon satisfaction of all defects rectified by the contractor after three months of practical completion.

3. Action
   3.1 After inspection, NHA –PMU has not identified any defects on the following buildings - B8 & B9.

4. Conclusion:

   Since no defects has been identified on these buidlings, the contractor is now eligible to claim his or her retention payment.

DEFECTS COMPLETION REPORT CERTIFICATE

To: Eddie Tole ET Plumbing (The Contractor)	To: Leeroy Bird Executive Director National Hosting Authority, Project Management Unit. PMU (The Employer)
Contact person: Eddie Tole	Contact person: Graham Lilo
Address: P.O.Box 1529 Honiara, SI	Address: Sea King Building P.O. Box 2443, Honiara, SI
Telephone:	Telephone: 7639417

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

DEFECTS CERTIFICATE			
	day	month	year
Practical Completion Certificate achieved on:	30	03	2023
The defect lapse date:	30	June	2023
The end of the last defects correction period is:			2023
This Defects Certificate Date is: (at the later of the defects date or the end of the last defects correction period)	27	December	2023

Defect reference	No Defects
	Defects identified and corrected. See defects list and report attached.

Works checked and certified by the Project Manager:

Signature:	Name:	Date:
.....	Graham Lee	27/12/23

Final Approval Certificate

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

Certified by the Executive Director - PMU:

Signature:	Name:	Date:
.....	Leeroy. B	10/01/24

Certificate Of Final Completion

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	PROJECT SCH REF:	01 TEN
NHA PROJECT REF:	03 GV	LOT NO:	Lot 1
CONTRACT NO:	GTB 09/22	BUILDING NO:	B8 & B9
CONTRACTOR:	ET Plumbing	CERTIFICATE NO:	TEN – B89
WORK TYPE:	PLUMBING	DPL (Defect Liability Period)	3 MONTHS
PROJECT SITE:	ST JOSEPH TENARU	DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE	30/03/2023
BUILDING NAME:	BUILDING 8	DEFECT PERIOD LAPSE DATE:	30/06/2023

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

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

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

.....	.....	.....
Graham Lilo	Soleana Gagaher	Leeroy Bird
Project Manager	Contracts Manager	Executive Director

Contractor hereby accepts construction project as finally complete

.....	.....
Managing Director	Project Manager
ET Plumbing(Contractor)	ET Plumbing(Contractor)

Copy to Contractor

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

PACIFIC GAMES
SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Eddie Tole
Managing Director
ET Plumbing
P.O.Box 1529
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / PLUMBING / A8 / Lot 1

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

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

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

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

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

Yours Sincerely,

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

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

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

C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

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

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

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

Compliance check for signing of Cheques				
Amount in Requisition matches PV				
Vendor name in Requisition matches PV				
Item code correct				
Account code used is correct				

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: Luke Jnr Pitakoe (PM)

Date: 02/02/24

Procurement Compliance performed by:

Signed: _____

Name and Position: Tumani Bird C.P.O

Date: 02/02/23.

Finance Compliance performed by:

Signed: _____

Name and Position: George/Finance officer

Date: 6/02/24

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ET Plumbing Services

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

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

AND

ET Plumbing Services (hereinafter "the Contractor"), of Foxwood, Central Guadalcanal, Solomon Islands, of the other part represented by **Eddie Tolei,** herein the Managing Director of **ET Plumbing Services,**

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

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

4. The total Price shall be **SBD$ 154,247.98.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

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

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

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

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

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

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

    Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

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

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

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

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

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

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

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

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

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

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

20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

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

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nicnig	**Name:**	Eddie Tolei
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director ET Plumbing Services
Date:	19/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 16/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

The terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are defined as follows:

1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.

1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.

1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

1.6 **CONTRACTOR:** The Employer's counterparty.

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

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

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

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

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

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

1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Employer in the Technical Specifications and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Employer, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.

3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.

3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.

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

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

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

7.1 All notifications given by the Parties on the basis of the Contract must be in writing.

7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.

7.3 'In writing' is understood to include 'electronically', provided:

a. the notification can be consulted by the addressee.
b. the authenticity of the notification is sufficiently guaranteed; and
c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.

8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

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

10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.

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

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

10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.

12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:

a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

12.3 The penalty will be set off against the amounts owed by the Employer, irrespective of whether the rights to such amounts have been assigned to a third party.

Article 13 Non-performance

13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.

13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the Employer may derive from non-performance.

Article 14 Liability

14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.

14.2 The Contractor indemnifies the Employer against any third-party claims for damages resulting from a failure as referred to in paragraph 1.

Article 15 Force Majeure

15.1 In the event of temporary force majeure, the Contractor will immediately notify the Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer then has the right to choose between:

a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Employer has the right to dissolve the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

or

b. Dissolution of the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.

15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Employer and the Employer has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.

15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by Contractors, failures in the Contractor's production process and liquidity or solvency problems on the part of the Contractor, or failures on the part of third parties engaged by the Contractor.

Article 16 Dissolution

16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.

16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

17.1 If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

MISCELLANEOUS

Article 18 Documentation

18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.

18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.

20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. **THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands b. **THE CONTRACTOR:** ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348 c. **THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 & 9-GIRLS DORMITORY ABLUTION BLOCK
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Eddie Tolei ET Plumbing Services P.O. Box 1529 Honiara Solomon Islands Email: etplumbingservices@gmail.com Mob: 7607348
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

		Contractor's liability for damage to the Employer's property other than the Works, and c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 154,247.98
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 30,849.60**	**$ 30,849.60**
Payment No.2	35% payment shall be paid upon completion of Plumbing Works for all toilets, and pre-completion works	**$53,986.79**	**$53,986.79**
Payment No.3	35% payment shall be paid upon completion of All Plumbing Works and issuance of Certificate of Practical Completion	**$ 53,986.79**	**$ 53,986.79**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 15,424.80**	**$ 15,424.80**
TOTAL			**$ 154,247.98**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called "Junior Dorm" and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

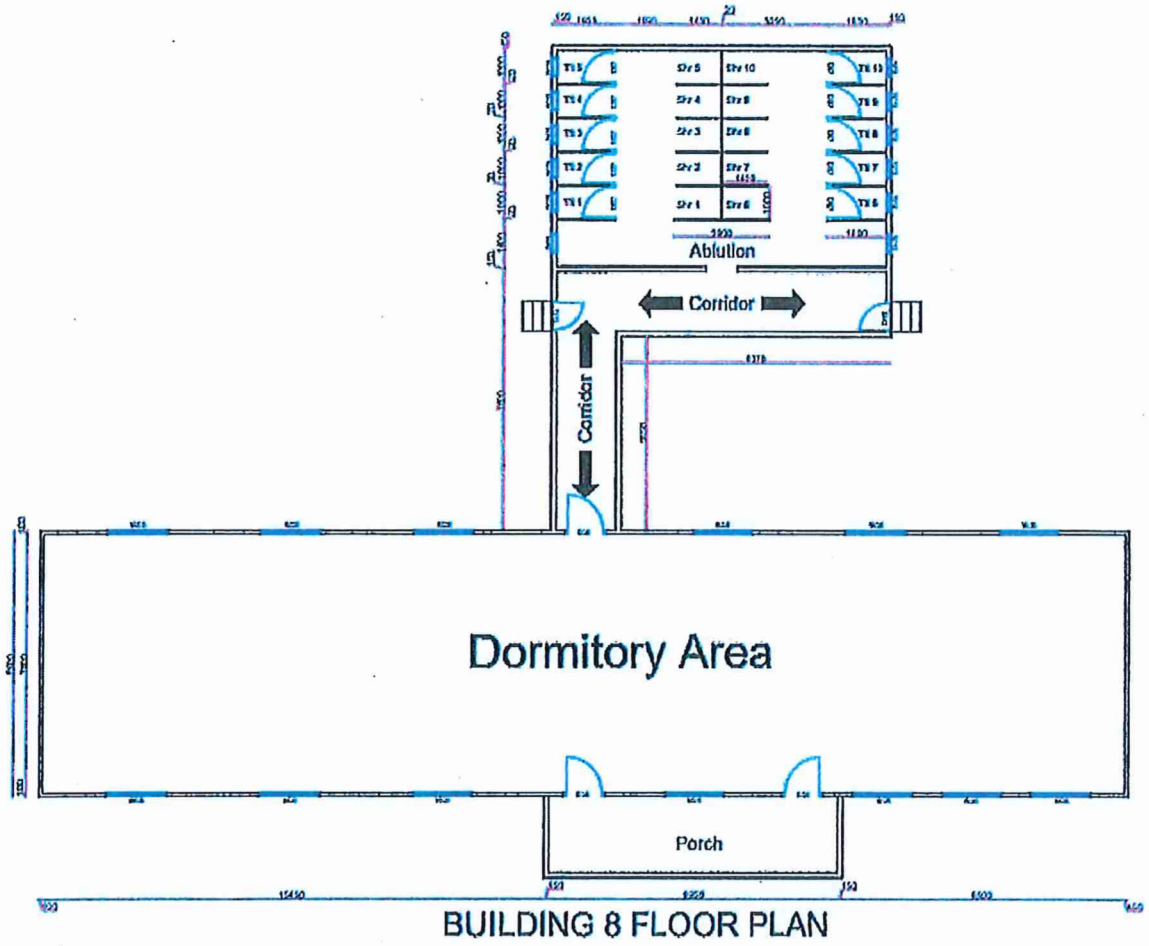


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. Handwash Basins
     - ➢ Remove old damaged handwash basins and replace with new ones.

iv. Towel Holders

- Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

3. Cleaning Works

i. Floor

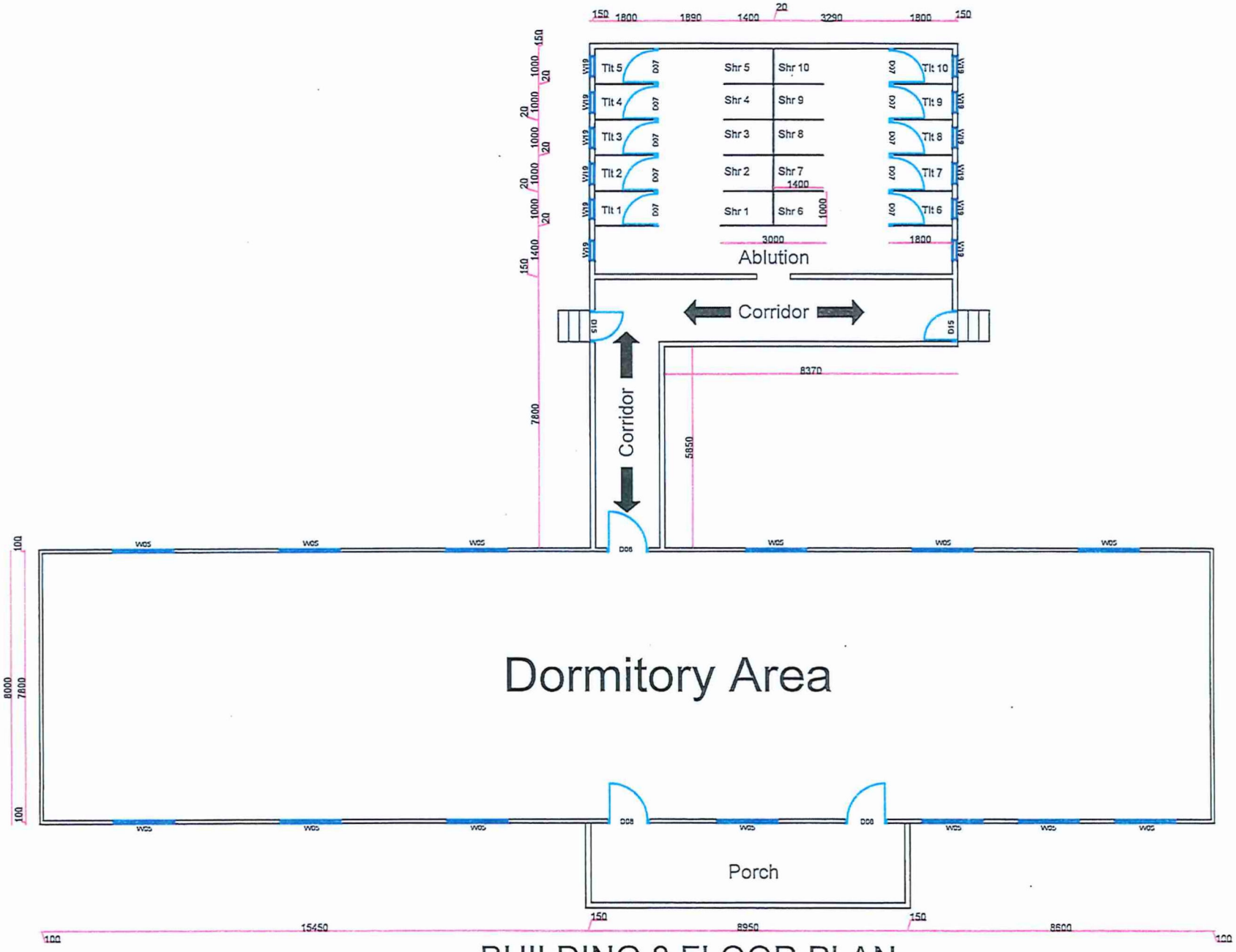
- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Shower Glasses

- Wash, scrub & clean all shower glasses with water and specified cleaning detergents.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution area before handing over to NHA.



BUILDING 8 FLOOR PLAN

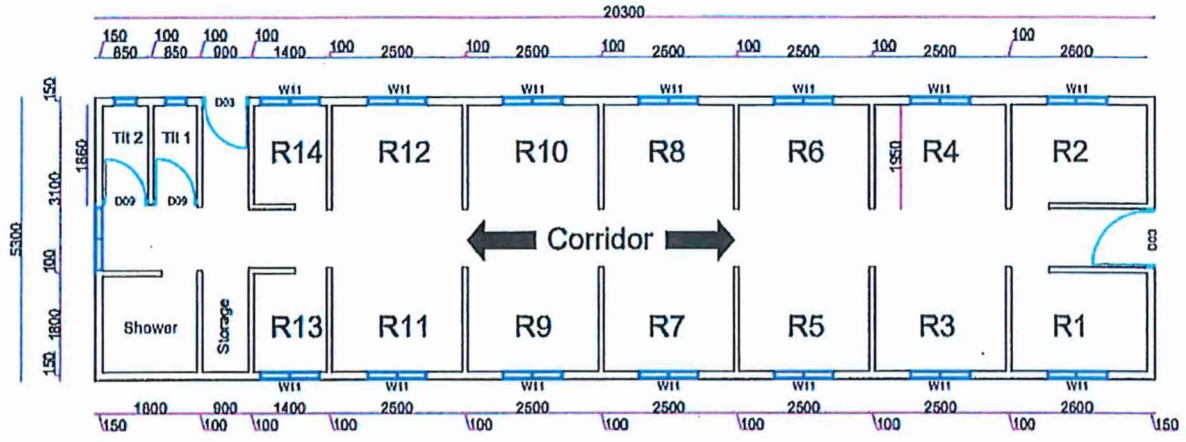
@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	RI
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	

BUILDING 9: SCOPE OF WORKS

Building 9 is double story girls' dormitory building. The ground floor is called **"Dorm 5"** and the top floor is called **"Dorm 6"**.

Dorm 5: Ground Floor (Girls' Dormitory)



BUILDING 9 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for ***building 9 ground floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. <u>Toilets</u>
     - ➢ Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. <u>Showers</u>
     - ➢ Remove all existing shower roses/taps and install new ones.
     - ➢ Install new soap-holders.
   - iii. <u>Handwash Basins</u>
     - ➢ Remove old damaged handwash basins and replace with new ones.
   - iv. <u>Towel Holders</u>
     - ➢ Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. Tiling Works

i. Toilet & Shower Floor

- Install new non-slip tiles to ablution floor (including toilet floors and shower floors).

ii. Walls

- Install new tiles on toilet walls and shower walls.

3. Cleaning Works

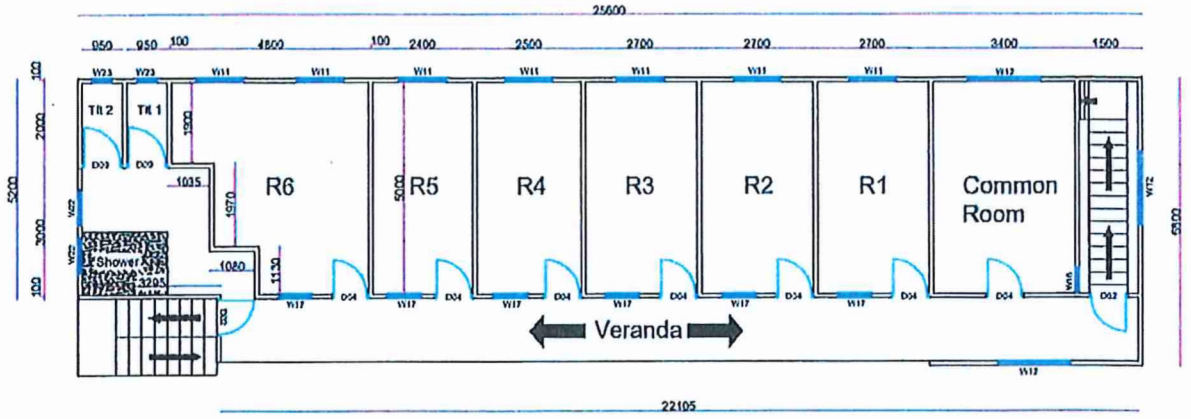
i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.

Dorm 6: Top Floor (Girls' Dormitory)



BUILDING 9 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

The following are the scope of works for ***building 9 top floor*** (Girls' Dormitory).

1. **Plumbing Works**
   - i. Toilets
     - Remove existing damaged toilet pans and their damaged accessories and replace with new ones.
   - ii. Showers
     - Remove all existing shower roses/taps and install new ones.
     - Install new soap-holders.
   - iii. Handwash Basins
     - Install new handwash basins.
   - iv. Towel Holders
     - Install towel holders on the walls at the entrance to ablution (to be shown by project engineer).

2. **Tiling Works**
   - i. Toilet & Shower Floor
     - Install new non-slip tiles to ablution floor (including toilet floors and shower floors).
   - ii. Walls
     - Install new tiles on toilet walls and shower walls.

3. Cleaning Works

i. Floor

- Wash, scrub & clean ablution floor (including toilet floors and shower floors) with water and specified cleaning detergents before tiling works commence.

ii. Wall

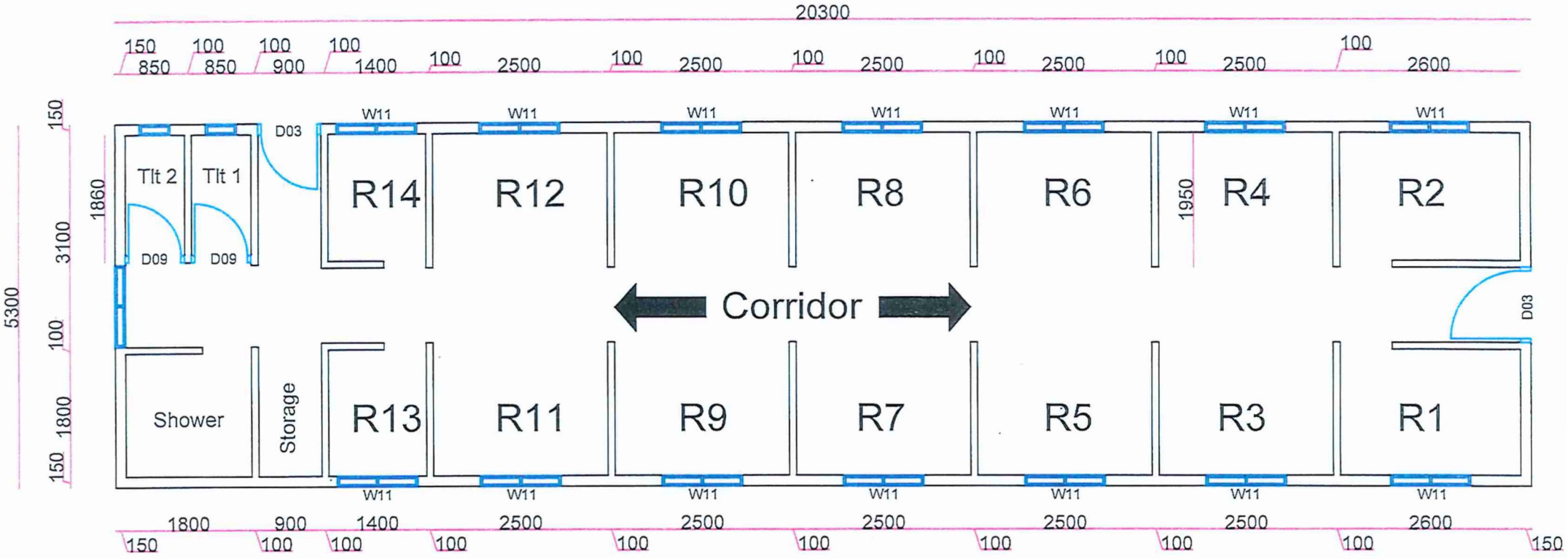
- Wash and clean all ablution surfaces prior to tiling.

iii. Veranda Floor

- Wash, scrub, and clean veranda floor with water and specified cleaning detergents.

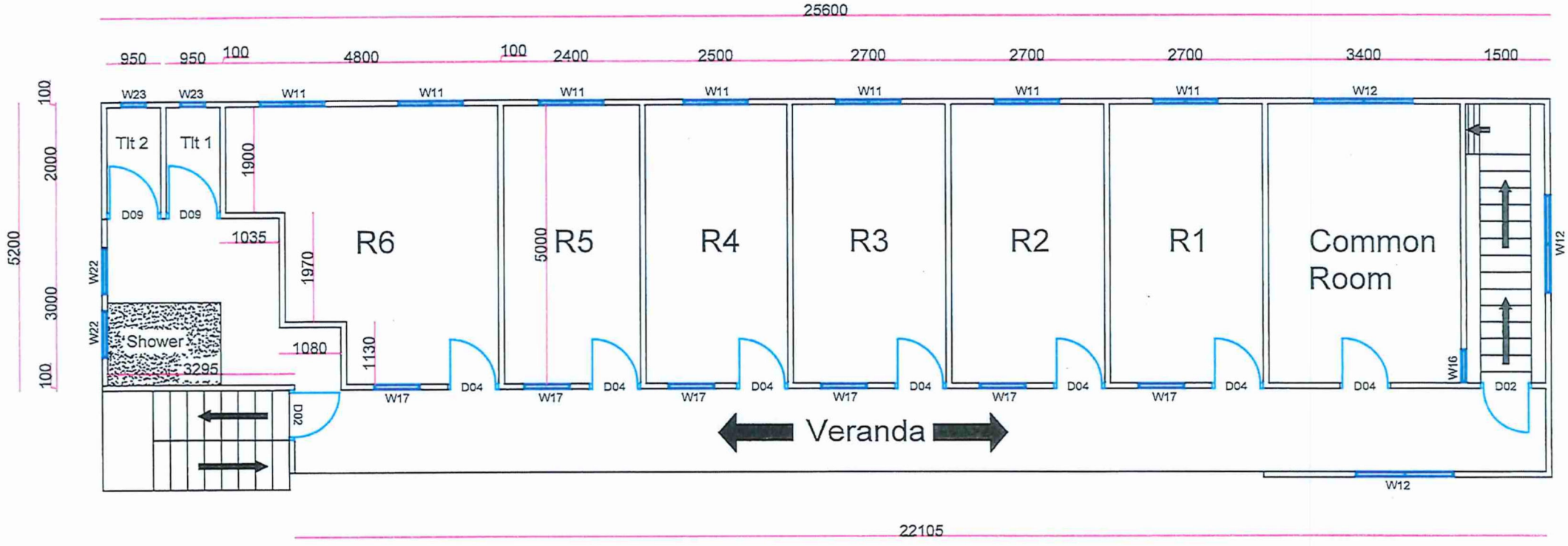
iv. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in the ablution before handing over to NHA.



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	R
	SCALE: 1:80	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.ARFBAIO	G. LILO	



BUILDING 9 TOP FLOOR PLAN

@ SCALE 1:100

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:
	SCALE: 1:100	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.ARFBAIO	G. LIO

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

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

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

ANNEX III: POLICE CLEARANCE CERTIFICATES

ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

ST JOSEPH TENARU

LOT 1 -ELECTRICAL WORKS FOR BUILDING 1,2,3,4 &5-BOYS DORMITORY & CLASSROOMS, ABLUTION BLOCK & FORM SIX CLASSROOM)

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

SUNSHINE ELECTRICAL SERVICES

GTB-GFC09/22 (LOT 1)

Issued January 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 LOT 1 -ELECTRICAL WORKS FOR BUILDING 1,2,3,4 &5-BOYS DORMITORY & CLASSROOMS, ABLUTION BLOCK & FORM SIX CLASSROOM at St Joseph Tenaru**, had on this date agreed to changes and amendment of the contract terms and conditions. The clauses referred herein shall repeal or include and shall form part of the final Contract.

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

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

The amendment to the original contract terms and conditions shall supersede the referenced clauses of the contract as mentioned below and effectively enforced herewith.

1. **AMENDMENT 1: SETION IV: PAYMENT SCHEDULE** - The Payment Schedule has been amended as follows:

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$775,550.66
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site.	$155,110.13	$155,110.13
Payment No.2	35% payment shall be paid upon completion of 50% of all, ground trenching, main electrical lines, lighting and switch cables to all buildings and verification by the Site Engineer.	$271,442.73	$271,442.73
Payment No.3	35% payment shall be paid upon completion of final 50% completion of all electrical installations for lights and switches with completion of main power meters etc – upon verification by the Site Engineer and issuance of Certificate of Practical Completion.	$271,442.73	$271,442.73
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	$77,555.07	$77,555.07
TOTAL			**$775,550.66**

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

This amendment shall form part of the contract and can be read or interpreted part of the original Contract.

Any further amendment shall not be considered unless otherwise agreed by both Parties.

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

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Pelopi Lomae
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director SUNSHINE ELECTRICAL SERVICES
Date:	...../...../2023	**Date:**	18./.0.(../2023

NATIONAL HOSTING AUTHORITY PO BOX 2443 HONIARA PH: 7308800 PACIFIC GAMES 2023

As witnessed by Project Management Unit (GFC) Representative:

Name; Eldon Tepa

Signature:

Designation: Executive Director, PMU

Date 19./.01./2023