NHA-DFAT FUND

AIMS CONSTRUCTION
P.O Box R253
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 22/12/2022

Payment Number:	906486
Payment Amount:	$53,424.79

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	0947	22/12/2022	$267,123.93	$0.00	$213,699.14	$53,424.79

ANZ

Australian and New Zealand Banking Group Limted (ANZ)

STAMP DUTY PAID

HONIARA, SOLOMON ISLANDS

DATE 22 12 22 (D D M M Y Y)

PAY AIMS CONSTRUCTION OR BEARER

THE SUM OF FIFTY THREE THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS 79/100.

SBD 53,424.79

NOT NEGOTIABLE

PLEASE SIGN ABOVE THIS LINE

PLEASE SIGN ABOVE THIS LINE

№ 906486

NATIONAL HOSTING AUTHORITY

Pascal Kima

28/12/22

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

PAYMENT VOUCHER

DATE 22/12/2022

AIMS CONSTRUCTION
P.O Box R253
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $53,424.79

Payment No. 01 (20% Mobilisation) Games Village for labour base contract for schools - KGVI Carpentry - A23/ Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
2022121	00000947	22/12/2022	$267,123.93	$0.00	$53,424.79

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES
22/12/22

SOL2023 PACIFIC GAMES
EXECUTIVE DIRECTOR
NATIONAL HOSTING AUTHORITY
22/12/22

Payment Voucher Prepared By: _____ Date: 22/12/22

Signature of Claimant: _____

PRINT NAME: Pascal Kima

PAYMENT SCHEDULE

AIMS CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - KGVI / CARPENTRY / A23/ LOT 2

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			288,782.63				
21/12/2022	No.1	20%	57,756.53		4,331.74	53,424.79	Payment in progress
	No.2	35%	101,073.92		7,580.54	93,493.38	
	No.3	35%	101,073.92		7,580.54	93,493.38	
	No.4 - RETENTION	10%	28,878.26		2,165.87	26,712.39	
			-		-	-	
TOTAL			***288,782.63***	-	***21,658.70***	***267,123.93***	

OFFICIAL PURCHASE ORDER

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

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

PO # NHA. 0948

DATE: 22/12/22

Supplier:	AIMS CONSTRUCTION	Delivery to:	PMU
Address:	P.O Box R253, HONIARA, SI	Attention:	Peter Hinane
Mobile:	7469901 / 7459615.	Mobile:	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	PAYMENT 1 (20% Mobilisation)			$288,782.63.
	FOR upgrade of schools			
	Labour-based Contract-			
	LOT 2 KGUI - Carpentry			
	works.			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	$288,782.63
TAX	
TOTAL	$288,782.63

NHA Account Name:	other local other costs.	*NHA Account Code:*	6-2717
MOFT Account Name:		*MOFT Account Code:*	
Approved by:	*Signature:*	*Date:*	22/12/22
	[Financial Controller]		
	Signature:	*Date:*	22/12/22
	[CEO]		

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

OFFICIAL PURCHASE ORDER

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

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

PACIFIC GAMES
SOLOMON ISLANDS

PO # NHA 0948

DATE: 22/12/22

Supplier:	AIMS CONSTRUCTION	**Delivery to:**	PMU
Address:	PO BOX R253, HONIARA, SI	**Attention:**	Peter Himone
Mobile:	7469901 / 7459615.	**Mobile:**	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Payment 1 (20% Mobilisation)			$288,782.63.
	for upgrade of schools +			
	Labour-based contract -			
	LOT 2 KGVI - Carpentry			
	works,			
	Hostel K205.			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	$288,782.63
TAX	
TOTAL	$288,782.63

NHA Account Name: other local other costs.	***NHA Account Code:*** 6-2717
MOFT Account Name:	***MOFT Account Code:***
Approved by: ***Signature:*** ***[Financial Controller]***	***Date:*** 22/12/22
Signature: ***[CEO]***	***Date:*** 22/12/22

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-380/22

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% Mobilisation) for Upgrade of Schools (Labour-based Contract) – Lot 2 KCiVI – Carpentry Works for Sigatoka East 1	AIMS CONSTRUCTION	—	$57,756.53
				TOTALS	$57,756.53

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $57,756.53 Date: 21/12/22

Requisition Officer (Name): PETER HIMANE 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: for 4/12/22

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 57,756.53

Signed: EXECUTIVE DIRECTOR

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: Darcy V. Thomas Date: 21/12/2022

Position: DCO NHA

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-380/22

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% Mobilisation) for Upgrade of Schools (Labour-based Contract) – Lot 2 KGVI – Carpentry Works for Sigatoka East 1	AIMS CONSTRUCTION	—	$57,756.53
				TOTALS	$57,756.53

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $57,756.53 Date: 21/12/22

Requisition Officer (Name): PETER HIMANE 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: 21/12/22

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 57,756-53

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Date: 21/12/2022

Position: PCO NHA

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

22/12/22

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU

From: Ronny Saomatangi, PMU

NHA Ref: **RS-201222**

Date: Tuesday 20th December 2022

SUBJECT: **Request Mobilization Payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for the Games Village to Aims construction– Lot 2**

Dear ED,

I refer to the above subject, your approval is hereby sought to Aims construction 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 Aims construction	20%	$57,756.53

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,

Ronny Saomatangi
Project engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

Approved	Not Approved
✓	

.....
Signature

Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

ALL INDUSTRY MAINTENANCES & SERVICES
P O BOX R253, HONIARA.
SOLOMON ISLANDS
Tel: [677] 7469901 / 7459615
Email: aims.industryservices@gmail.com

Invoice

TO:	National Hosting Authority Solomon Islands.	Invoice No:	~~1015~~ 202212/
		Date:	20/12/22.
Qty	**Description**	**Unit Price**	**Amount**
	Re Requesting Payment for 1 of 2 King George Sixth National Secondary School Carpenting Work for SIG Stone Fast of Mobilisation Payment 20% of Contract Sum NHA SI as agreed and claim.		$57,756.53¢
	Signature: Mr. Pascal Kima Manager.	Sub-total: Others: TOTAL:	$57,756-53¢

ALL INDUSTRY MAINTENANCES & SERVICES AIMS PO BOX R253, HONIARA, SI

See attach copy of ① Police clearance ② United Risk insurance Receipt.

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

PROGRESS PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Payment No. 1		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 2 KGVI School - Carpentry Works for Sigstone East 1		
Contractor:	AIMS CONSTRUCTION		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	20-Dec-22
		Date Issued for payment:	20-Dec-22
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 288,782.63		
1	Payment 1 (20%) - MOBILISATION	$ 57,756.53	$ 57,756.53	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$ 57,756.53**		
9	**Original Contract Value**	**$ 288,782.63**		
10	**Total Adjusted Contract Value**	**$ 288,782.63**		
11	**Balance of Contract Payment**	**$ 231,026.10**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 57,756.53	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 57,756.53	

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)* 21/12/22 *Date*

Compliance and approved by: ..... *Peter Himane (Contract Manager)* 21/12/22 *Date*

Claim is hereby approved for payment by: ..... *Eldon Tepa (Executive Director - PMU)* 21/12/22 *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.

PACIFIC GAMES
SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Pascal Kimavora
Managing Director
Aims Construction
P.O.Box R253
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – KGVI / CARPENTRY / A23 / Lot 2

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)

CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR SIGSTONE EAST 1

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

AIMS CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this **20th December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

AIMS CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Pascal Kimavora,** herein the Managing Director of **Aims Construction**,

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 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$ 288,782.63.** 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.

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:**	Pascal Kimavora
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Aims Construction
Date:	20/12/2022	**Date:**	19/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/2022

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
PMU
SOLOMON 2023 PACIFIC GAMES

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 guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

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:** Aims Construction P.O. Box R253 Honiara Solomon Islands Email:aims.industries@gmail.com Mob: 7807396 **c. THE LOCATION SITE IS:** LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: SIGSTONE EAST 1
	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:** Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@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:**

		Pascal Kimavora Aims Construction P.O. Box R253 Honiara Solomon Islands Email: aims.industries@gmail.com Mob: 7807396
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

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

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			**SBD$ 288,782.63**
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	**$ 57,756.53**	**$ 57,756.53**
Payment No.2	35% payment shall be paid upon completion of carpentry works for Sigstone East 1 – Ground Floor	**$101,073.92**	**$101,073.92**
Payment No.3	35% payment shall be paid upon completion of carpentry works for Sigstone East 1 – Top Floor and issuance of Certificate of Practical Completion	**$101,073.92**	**$101,073.92**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$28,878.26**	**$28,878.26**
TOTAL			**$ 288,782.63**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SECTION 1: SCOPE OF WORK /SPECIFICATION FOR RENOVATING THE INTERIOR AND EXTERIOR FOR SIGSTONE EAST 1 GIRLS DORMITORY – KING GEORGE SIXTH SCHOOL.

1. INTRODUCTION:

The Project Management Unit under Games Facilities Committee has been tasked to renovate interior of the SIGSTONE EAST 1 girls dormitory at King George Sixth School,Honiara. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to execute the job.

The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

2. SUMMARY OF TASKS

- Renovation of upstairs & bottom floor ablution blocks and rooms.
- Main house exterior painting and refinishing all wood works outsides.
- Installing new doors and windows to replace the existing window systems.
- Renovate ceiling and interior walls as per the client (National Hosting Authority) specification.

3. PROJECT SITE

Figure 1. SIG- STONE East 1 Girls dormitory, KGVI School

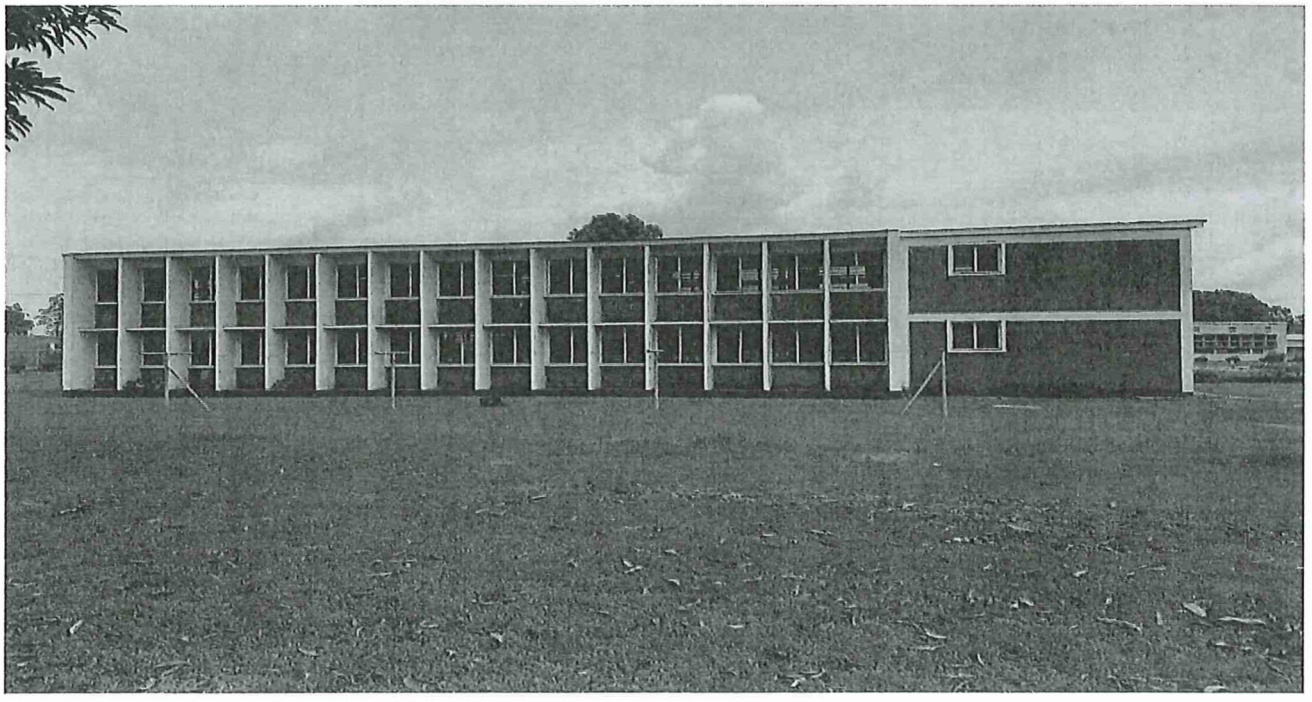
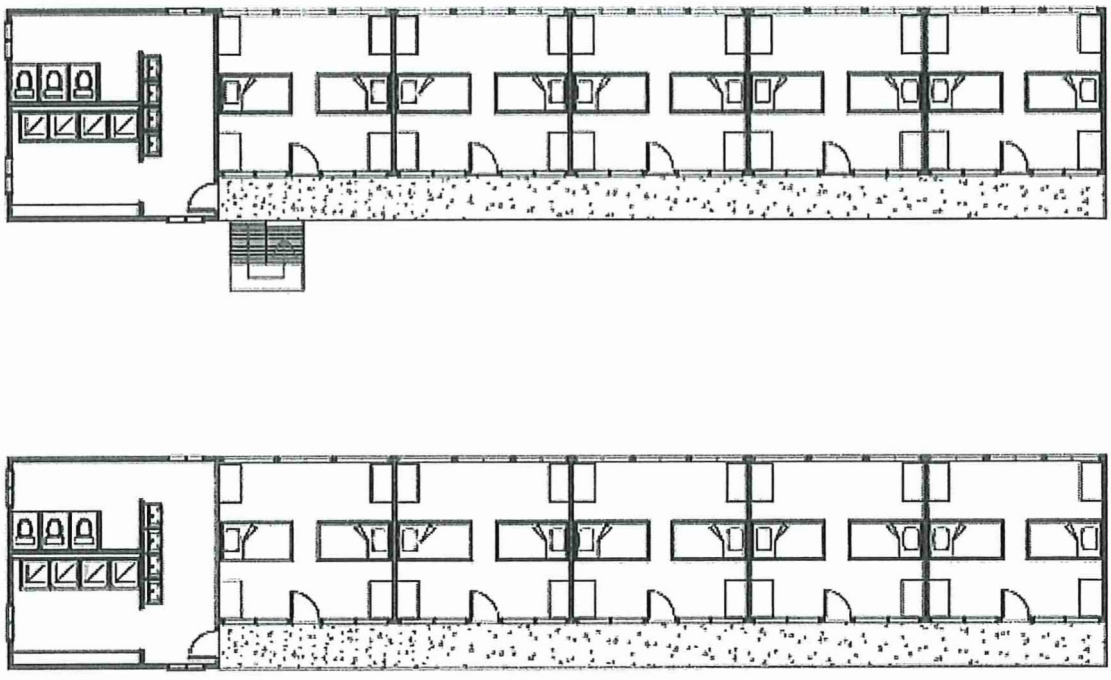


Figure 2. SIG-STONE East 1 dormioty floor plan



4. CARPENTRY WORK

The contractor shall perform the following carpentry works. Procedures shall include, but not necessarily be limited to, the following

4.1 Rooms (bottom& top floor)

Window

- ✓ The contractor shall carefully remove the louvre blades and louvre frames from all windows.
- ✓ The contractor shall ensure window frames are wash clean before applying two coats of white paint or color specified by the engineer in charge.
- ✓ The contractor shall replace existing galvanized louvre frames with new Palmair louvre frames;
- ✓ Replace broken louvre blades only; old louvre blades shall be wash clean before installing onto new Palmair louvre frames;
- ✓ Remove existing window security mesh, ready to receive high-grade invisi -gard mesh (to be install by the glazing supplier).

Door

- ✓ Replace broken wooden door frames & architraves were necessary.
- ✓ Ensure door frames are wash clean before applying two coats of paint (color to be specified by the client engineer).
- ✓ Replace broken doors leaf with new doors; new doors to be install with new entrance lockset and one double cylinder deadbolt lock.

Ceiling

- ✓ Remove all ceiling sheets and replace with new FC board for top floor only.
- ✓ Where necessary allow to replace broken and rotten ceiling noggins.
- ✓ Apply 3 coat gyprock compound to all FC sheet joints.

Interior Wall

- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.

Floor

- ✓ Wash cleaned concrete floor at the bottom and top; ready to receive new vinyl tile.
- ✓ Install vinyl tiles on concrete floor in each room.
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.

Wardrobe

- ✓ Replace all broken and old wardrobes.
- ✓ Wardrobes in good condition shall be wash cleaned and apply two coats paint (color to be specified by the client engineer) where necessary.
- ✓ Install new hinges and locks to all wardrobe

4.2 Corridor/Veranda

- ✓ Pressure washes concrete wall surfaces to removed old paints and grease and apply two coat paint (color to be specify by the engineer in charge).
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint as existing color.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint as specified by the engineer in charge.

4.3 Ablution block/top and bottom floor

Toilet

- ✓ Replace broken toilet doors with new doors.
- ✓ Replace broken wall and floor tiles.
- ✓ Wash clean window frames; replace louvre frames with Palmair black louvre frames.
- ✓ Wash cleans the Solid core door at the main entrance and apply 2 coats of paint color specified by the engineer in charge. Where necessary install new door as per the engineer approval.

Shower.

- ✓ Replace broken wall and floor tiles or install new tiles in the entire shower block. Surfaces to receive wall tile shall be rough to allow strong bonding between concrete surface and tile.
- ✓ Replace broken toilet doors & wall partition where necessary.

Sink/wash basin

- ✓ Wash clean existing concrete sinks.
- ✓ Install new sinks where necessary.

Remove Hardware – Tables, desk, bed, chairs & others

Remove all hardware, hardware accessories and similar items in place and not to be painted or provide surface applied protection prior to surface preparation and painting operations. After completions re-install all removed items, Exceptional care must be taken to assure tidiness of work. Suitable temporary covers, masking, drop sheets, drapes and/or barriers shall be provided and maintained effectively where necessary to protect carpeting and furniture or other finishes that are to be painted or not to ensure what they are not exposed to paint and put at risk. These are to be removed when the protection is no longer required. Provide "Wet Paint" signs as required to protect newly painted surfaces. Carefully remove and reinstate paint splatters from adjacent surfaces.

Upon completion of the work all paint cans, other materials, containers, debris and protective coverings shall be cleaned up and removed from site and the Contractor shall leave the area in a clean, neat, and orderly condition satisfactory to the Contracting Officer

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 II: WORKER'S COMPENSATION CERTIFICATE

ANNEX III: POLICE CLEARANCE CERTIFICATES

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Remove Hardware – Tables, desk, bed, chairs & others 5

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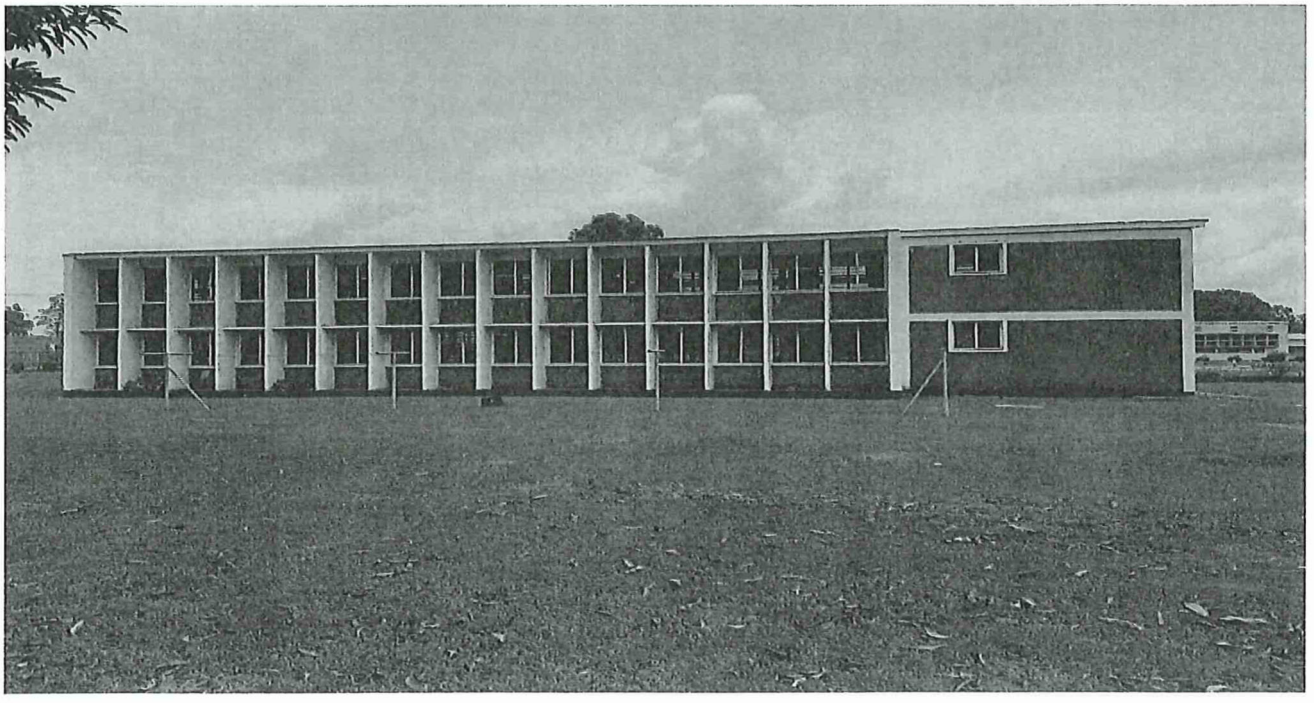
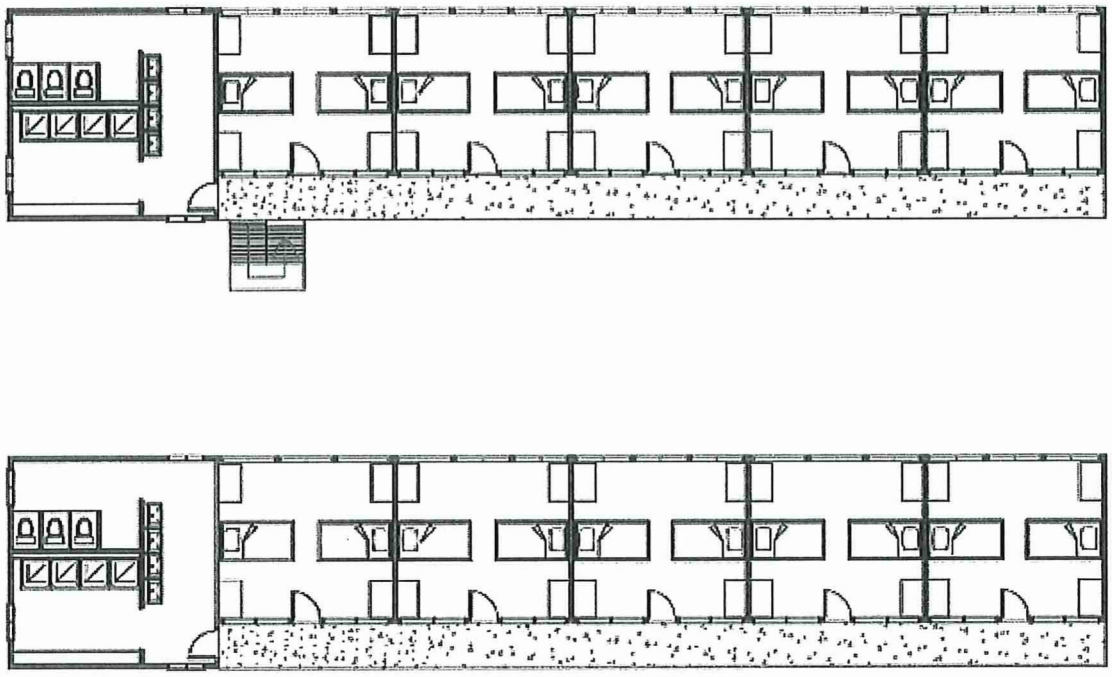


Figure 2. SIG-STONE East 1 dormioty floor plan



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C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

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

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

Required documents Prepared by Committee/Department	FI Ref	Committee	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓		
Draft Contract **(not yet signed by Supplier)** 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 payment 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: 21/12/2022

Procurement section Compliance performed by:

Signed: _____

Name and Position: J.W - CPSM

Date: 22/12/2022

Finance Department Compliance performed by:

Signed: _____

Name and Position: N.V FINANCE

Date: 23/12/22

NHA-DFAT FUND

AIMS CONSTRUCTION
P.O Box R253
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 3/02/2023

Payment Number: AFX56396

Payment Amount: $93,493.38

Claim 2 - 35% Progress Payment

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000971	22/12/2022	$267,123.93	$0.00	$53,424.79	$93,493.38

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	03/02/2023 10:20
Transaction Number:	AFX56396

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 93,493.38
Transfer From Amount: SBD 93,493.38
Indicative :
My Reference: Pay2 Carpentary

Payment Details

Account Name: Aims Construction
Account Number: 4000707812
Bank Name: Bank of South Pacific
Reference To Payee : INV#202301-KGVI

Pay Date : 03/02/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
03/02/2023 10:20 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
03/02/2023 12:27 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : Verified
06/02/2023 12:52 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
06/02/2023 12:52 Debbie Ofaeri Sifoni
Transaction Processed
* *

PAID
DATE 06/02/2023
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 AFX56396

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 93,493.38
Transfer From Amount: SBD 93,493.38
Indicative :
My Reference: Pay2 Carpentary

Payment Details

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



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

PAYMENT VOUCHER

DATE 2/02/2023

AIMS CONSTRUCTION
P.O Box R253
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $93,493.38

Payment No. 02 (35%) Games Village for labour base contract for schools - KGVI Carpentry - A23/ Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
2022121	00000947	22/12/2022	$267,123.93	$53,424.79	$93,493.38

NATIONAL HOSTING AUTHORITY FINANCIAL CONTROLLER SOL2023 PACFIC GAMES 2/2/23

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR 3/2/23 SOL2023 PACIFIC GAMES

Payment Voucher Prepared By: _____ Date: 2/02/23

Signature of Claimant: _____

PRINT NAME: _____

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU -460/23

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 progress NO. 2 (35% of the Contract Value) for completion of 50% of Carpentary works for Syskene East 1 for KGUL Secondary School CONTRACT NO: GTB-CFC 09/22	AIMS CONSTRUCTION	INVOICE NO 202301	$101,073.92
				TOTALS	$101,073.92

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $101,073.92 Date: 27-01-23

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-27/7

Account Name: Other Local Othe Cost.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 30/01/23

Post: EXECUTIVE DIRECTOR

Department: CFC- PROJECT MANAGEMENT UNIT

Authority is granted for expenditure not exceeding:

SBD$ 101,073.92

Signed:

Name:

EXECUTIVE DIRECTOR

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

Threshold Checklist

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

RECIEVED 2023 DATE 02/02/23 SIGN PACIFIC GAMES SOLOMON ISLANDS

Compliance Check by: Signature

Name: Leeroy. B Date: 31/01/23

Position: PCM

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 460/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	LS	Payment progress NO. 2 (35% of the Contract Value) for completion of 50% of Carpentry works for Sipstone East 1 for KGUL Secondary School CONTRACT NO: GTB-GFC 09/22	AIMS CONSTRUCTION	INVOICE NO 202301	$101,073.92
				TOTALS	$101,073.92

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $101,073.92 Date: 27-01-23

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-2717

Account Name: Other local Oth cost.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 30/01/23

Post: EXECUTIVE DIRECTOR

Department: GFC- PROJECT MANAGEMENT UNIT

Authority is granted for expenditure not exceeding:

SBD$ 101,073.92

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	

02/02/23

Compliance Check by: Signature

Name: Leeroy. B Date: 31/01/23

Position: PCM

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

PAYMENT SCHEDULE

AIMS CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - KGVI / CARPENTRY / A23/ LOT 2

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			288,782.63				
21/12/2022	No.1	20%	57,756.53		4,331.74	53,424.79	Paid
	No.2	35%	101,073.92		7,580.54	93,493.38	Payment in Progress
	No.3	35%	101,073.92		7,580.54	93,493.38	
	No.4 - RETENTION	10%	28,878.26		2,165.87	26,712.39	
			-		-	-	
TOTAL			*288,782.63*	-	*21,658.70*	*267,123.93*	

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

30/01/23

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU 30/01/23

From: Ronny Saomatangi, PMU

NHA Ref: **RS-201222**

Date: Tuesday 18th January 2022

SUBJECT: **Approval of Payment for Progress Claim No. 2 (35%) for completion of 50% of work for LOT 2 KGVI- B9 -SIGSTONE EAST 1**

Dear ED,

As per *Part IV "Payment Schedule"* of the Contract between NHA and AIMS CONSTRUCTION, I refer to the above subject, your approval is hereby sought to AIMS construction as per contract terms and Details of payment are attached as herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Payment 2	35%	$$101,073.92

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,

Ronny Saomatangi
Project engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

30/1/23

Signature Date

Approved	Not Approved
✓	

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: 02

Payment Schedule Name:	Payment No. 2		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 2 KGVI School - Carpentry Works for Sigstone East 1		
Contractor:	Aims Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 02
Contract Administrator:	Gloria Hopkins	**Date Invoice Received:**	24-Jan-23
		Date Issued for payment:	27-Jan-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 288,782.63		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$ 57,756.53	$ 57,756.53	PAID
2	Payment 2 - 35%	$ 101,073.92	$ 101,073.92	This Claim
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$ 158,830.45**		
9	**Original Contract Value**	**$ 288,782.63**		
10	**Total Adjusted Contract Value**	**$ 288,782.63**		
11	**Balance of Contract Payment**	**$ 129,952.18**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 101,073.92	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 101,073.92	

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: ..... 27/01/23.
Graham Lilo (Project Manager) *Date*

Complianced and approved by: 27/01/23
Peter Himane (Contract Manager) *Date*

Claim is hereby approved for payment by: 30/01/23
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.

ALL INDUSTRY MAINTENANCES & SERVICES
P O BOX R253, HONIARA.
SOLOMON ISLANDS
Tel: [677] 7469901 / 7459615
Email: aims.industryservices@gmail.com

Invoice

TO:	NHA	Invoice No:	~~1015~~ 202301
		Date:	16/01/2023.
Qty	**Description**	**Unit Price**	**Amount**
	Requesting 35% of Sigstone, Last 1 Top floor as stated on the Contract as on the sum of		$101,073-92¢
	Signature: Mr. Pascal Kima Manager.	Sub-total: Others: TOTAL:	$101,073-92¢

ALL INDUSTRY MAINTENANCES & SERVICES AIMS PO BOX R253, HONIARA, SI

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

PROJECT MANAGEMENT UNIT
COMPLETION REPORT

PROJECT DETAILS:	
DOCUMENT NAME	KGVI – LOT 2 – B9 – SIGSTONE EAST 1
CONTRACT #	GTB 05/21
CONTRACTOR	AIMS CONSTRUCTION
CONTRACT START DATE	22nd December 2022
REPORTING PERIOD	16th January 2023
REPORT PREPARED BY	Ronny Saomatangi

Inspection Summary

AIMS CONSTRUCTION have notified the Project Management Unit of the completion of 50% of work for B9- SIGSTONE EAST 1 on the 13th January 2023 which qualifies the contractor to claim for payment # 2 as per the contract.

Project Engineer Ronny Saomatangi visited the site on 17th January 2023 to inspect the completed works. As per contract, contractor will be eligible to claim payment #2 (35%) after completion of 50% work.

WBS	TASK NAME
1	Remove all window mess, louvre frame, Louvres and also replace rotten timber frames, sand and apply 2 coat paint.
2	Remove and replace top floor ceiling with FC board and apply 3 coat gyprock compound and also one coat paint.
3	Remove 2 shower block ceramic tiles and replace with new ones
4	Wash and clean exterior and interior walls and apply undercoat paint
5	Apply one coat paint to corridor ceiling and bottom floor rooms

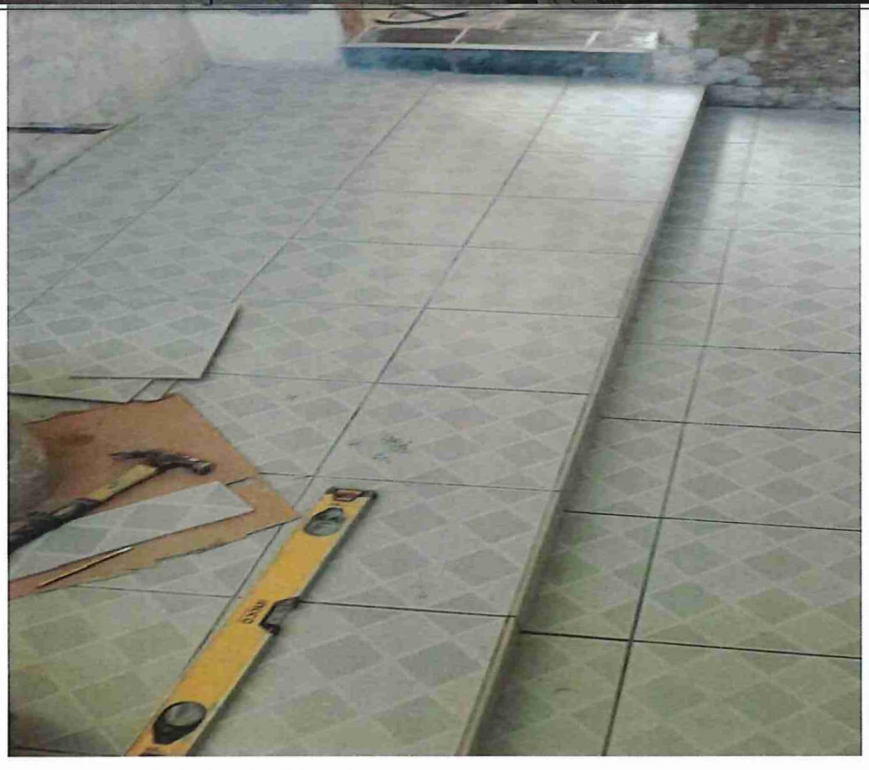
After inspection, The Project engineer has verified that the contractor has complied and completed all works that qualifies them to claim for payment #2 (35%).
Refer summary below for work details.

Summary of progress: Refer photos below showing 50% work done to B9-SIGSTONE EAST 1. KGVI LOT 2

Activity	**Photos**	**Status**
First floor corridor ceiling and exterior wall one coat paint		Completed.

New FC board ceiling		Louvres and frame will be installed soon

Top floor new ceramic tiles		
Top floor ceiling rooms with cornice and one coat paint		Awaits final coat

Top floor ablution new ceramic		
Top floor bathroom tile		

Bottom floor ablution ready to receive new tile		
Top floor room first coat paint		Awaits final coat

New FC board ceiling with three coat gyprock compound		Already painted
Site engineer comments	All works completed and have complied with contract terms.	
Site engineer sign off.		Ronny Saomatangi Site engineer.

AIMS CONSTRUCTION

PROGRESSIVE REPORT

ON CARPENTRY WORKS FOR SIGSTONE EAST 1 GIRLS DORMITORY, LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL.

Summary of Tasks;

i. Renovation of upstairs and bottom floor ablution block room
ii. Main house interior painting and refurnishing all woodworks inside and outside.
iii. Installing new doors and windows and replace window frames, seal and louvers.
iv. Renovate ceiling with fabro sheets with gibrock compound and install conies along ceiling corners.
v. Painting

Job/Tasks completed:

Rooms:

- Removed louver blades and louver frames from 108 windows.
- Water blasts all dirts, paints, molds and dusts.
- Apply painting (2 coats of white paints) and color paints specified by the Engineer incharge.
- Replace existing galvanized louver frames with new palmair louver frames.
- Remove existing window security mesh from window frame, then clean and repaint window frames with 2 coats of paint ready to receive high grade invisi gard mesh to be install by the glazing supplier.

Doors:

- Remove all door frames, repair broken ones where necessary.
- Wash all doors to clean, apply wood party and glue, sanding clean and repaint.
- Install new painted repair doors and install new entrance lock, and double cylinder deadbolt lock.

Ceiling:

- Remove all ceiling sheets in all rooms including toilet and shower rooms, and replace with new FC board for top floor only.
- Remove and replace broken and rotten room ceiling and toilet and shower room walling noggings, fastening FC board on to new noggings.
- Apply 3 coats of Gyprock compound to all FC sheet joins
- Apply 3 coats of paints on to the finish surface

Wall Interior:

- Complete wash interior walls and apply 2 coats of hog prattle quarter paint
- Fill all cracks and holes with filler, sealer or grouting cement to finishing and make sure all coats finish smooth.
- Each coat of paint uniform in colour, grouse, thickness and texture free of runs, sags, blisters and mold free as expected.

Wall Exterior:

- Pressure wash outside walls, scraps all molds, dirts, oils, dusts then apply 2 coats of paints
- Filled all cracks and hole with mixed cement and gibrock compound where necessary then apply 2 coats of paints

Floor:

- Wash cleaned the concrete floor at the top and bottom with water blaster, brushing and scrapping all diets, oils, paints and dried with mob and ready to install vinyl tiles.
- Fill cracks and holes with filler, sealer and grounding cement as requested.

Wardrobe:

- Remove, repair and replaced all broken and all wardrobe.
- All wardrobes in good condition washed, sand and apply 2 coats of paint as specified by site engineer.
- Install new hinges and locks to all wardrobes.

Corridor/Veranda:

- Pressure wash using water blaster to concrete wall surfaces and remove old paints, oils, dusts and apply 2 coats of paints.
- Pressure wash 10 x 100mm galvanized steel post apply 2 coat of black paint.
- Pressure wash clean steel staircase 40m x 1m, hand rails, baluster, newel and stringers then apply 2 coats of black paints

Ablution Block:

- Pressure wash with water blaster in all toilet rooms and ablution block
- Replace broken door with new doors
- Remove all broken wall and floor tiles, and replace with new ones.
- Wash clean with water bluster all window frames and replace them with Palmair black Louvre frame.

Shower:

- Pressure wash walls and floor tiles and replaced all broken and old ones with new tiles. Remove, repair and replace broken toilet doors with new ones, remove and replaced all rotten noggins.
- Install new FC board sheets, apply gibrocks compounds on joints then apply 2 coats of recommended paints.

Sink/Wash basin.

- Pressure wash existing concrete sink and replaced broken tiles under the sink.
- Add new tiles on to the sink base stand and above sink to allow recommended flashing.
- Wash and clean new tiles that was installed

Hard wares Tables, desk, beds chairs and others.

- Removed all hardwares plus hardware accessories with similar items that is in place such as formica on study tables, sand with sandpapers, cleaned out all dusts, paints where should be painted ,provide clean surface ready for new formica.

See photos attached.

Prepared by: Pascal Kima
Manager

ALL INDUSTRY MAINTENANCES & SERVICES
AIMS
PO BOX R253, HONIARA, SI

Date: 1/26/2023

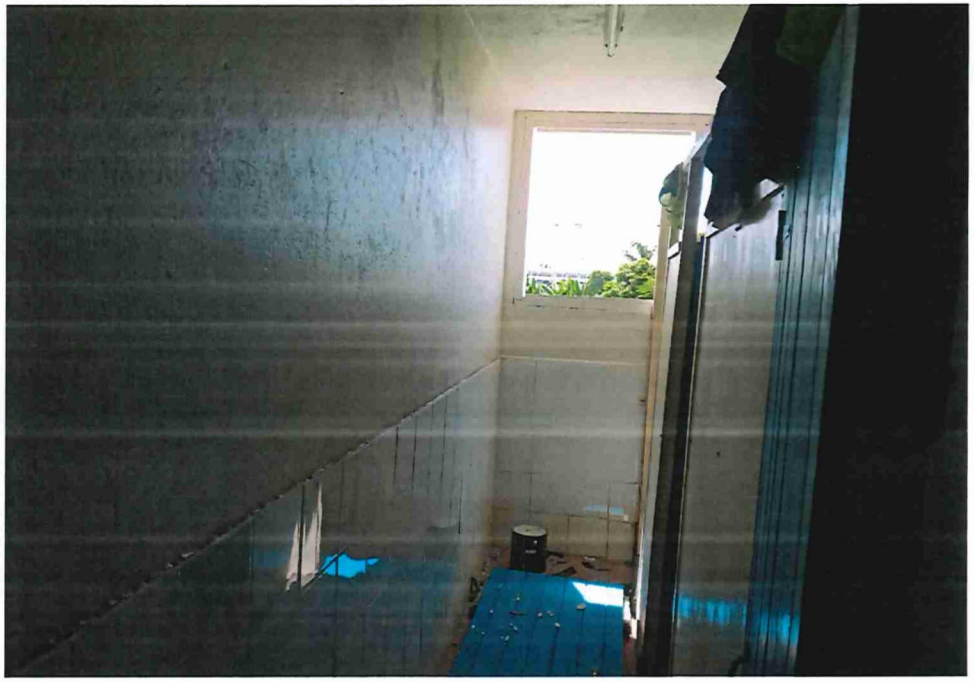






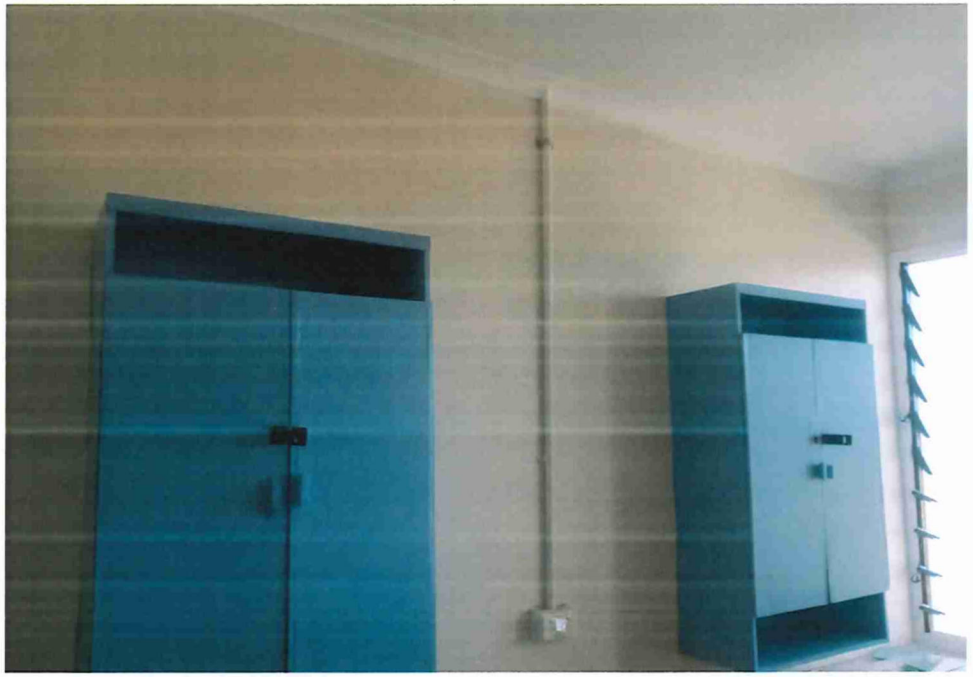
















PACIFIC GAMES
SOLOMON ISLANDS

ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR SIGSTONE EAST 1

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

AIMS CONSTRUCTION

GTB-GFC09/22 (LOT 2)

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 **AIMS CONSTRUCTION ("the Contractor").**

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI School Carpentry Works for Sigstone West**, 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$ 288,782.63
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	**$ 57,756.53**	**$ 57,756.53**
Payment No.2	35% payment shall be paid upon completion of 50% of Carpentry Works for Sigstone West ~~West~~ Unit and upon verification by the Site Engineer	**$ 101,073.92**	**$ 101,073.92**
Payment No.3	35% payment shall be paid upon completion of final 50% of Carpentry Works for Sigstone West – upon verification by the Site Engineer and issuance of Certificate of Completion Certificate	**$ 101,073.92**	**$ 101,073.92**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 28,878.26**	**$ 28,878.26**
TOTAL			**$ 288,782.63**

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:**	Pascal Kimavora
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Aims Construction
Date:	27/11/2023	**Date:**	01/12/2023

As witnessed by Project Management Unit (GFC) Representative:	
Name:	Eldon Tepa
Signature:	
Designation:	Executive Director, PMU
Date	28/01/2023

CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR SIGSTONE EAST 1

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

AIMS CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this **20th December 2022,** between **National Hosting Authority,** representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

AIMS CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Pascal Kimavora,** herein the Managing Director of **Aims Construction,**

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 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$ 288,782.63.** 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: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

    Name of Building: SIGSTONE EAST 1

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:**	Pascal Kimavora
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Aims Construction
Date:	20/12/2022	**Date:**	19/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/2022

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 guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

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:** Aims Construction P.O. Box R253 Honiara Solomon Islands Email:aims.industries@gmail.com Mob: 7807396 **c. THE LOCATION SITE IS:** LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: SIGSTONE EAST 1
	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:** Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@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:**

		Pascal Kimavora Aims Construction P.O. Box R253 Honiara Solomon Islands Email: aims.industries@gmail.com Mob: 7807396
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

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

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 288,782.63
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	**$ 57,756.53**	**$ 57,756.53**
Payment No.2	35% payment shall be paid upon completion of carpentry works for Sigstone East 1 – Ground Floor	**$101,073.92**	**$101,073.92**
Payment No.3	35% payment shall be paid upon completion of carpentry works for Sigstone East 1 – Top Floor and issuance of Certificate of Practical Completion	**$101,073.92**	**$101,073.92**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$28,878.26**	**$28,878.26**
TOTAL			**$ 288,782.63**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

Contents

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Toilet 5

Shower. 5

Sink/wash basin 5

Remove Hardware – Tables, desk, bed, chairs & others 5

SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

SECTION 1: SCOPE OF WORK /SPECIFICATION FOR RENOVATING THE INTERIOR AND EXTERIOR FOR SIGSTONE EAST 1 GIRLS DORMITORY – KING GEORGE SIXTH SCHOOL.

1. INTRODUCTION:

The Project Management Unit under Games Facilities Committee has been tasked to renovate interior of the SIGSTONE EAST 1 girls dormitory at King George Sixth School,Honiara. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to execute the job.

The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

2. SUMMARY OF TASKS

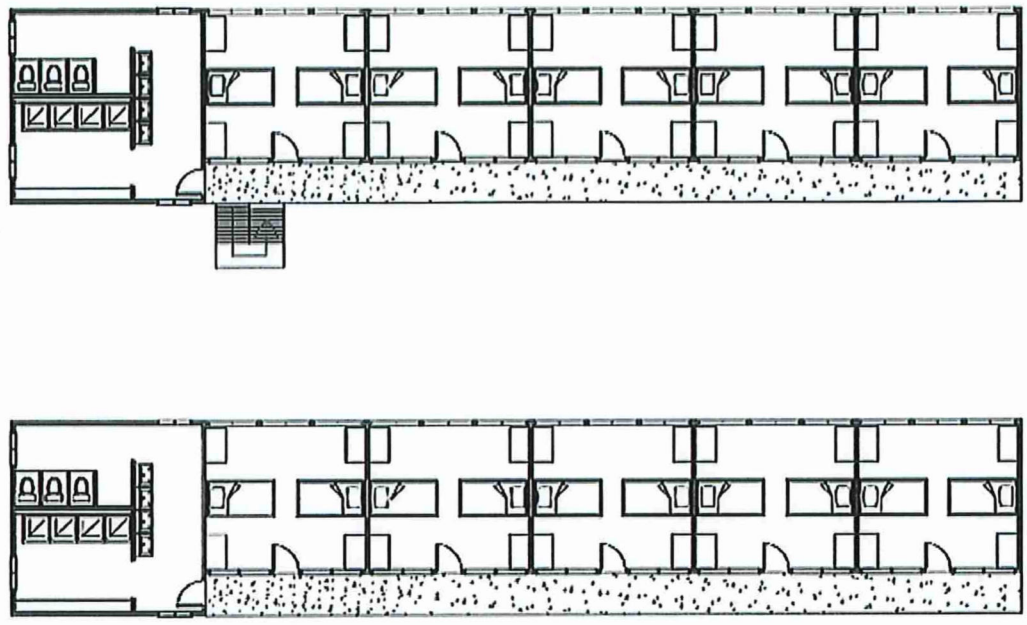
- Renovation of upstairs & bottom floor ablution blocks and rooms.
- Main house exterior painting and refinishing all wood works outsides.
- Installing new doors and windows to replace the existing window systems.
- Renovate ceiling and interior walls as per the client (National Hosting Authority) specification.

3. PROJECT SITE

Figure 1. SIG- STONE East 1 Girls dormitory, KGVI School



Figure 2. SIG-STONE East 1 dormioty floor plan



4. CARPENTRY WORK

The contractor shall perform the following carpentry works. Procedures shall include, but not necessarily be limited to, the following

4.1 Rooms (bottom& top floor)

Window

- ✓ The contractor shall carefully remove the louvre blades and louvre frames from all windows.
- ✓ The contractor shall ensure window frames are wash clean before applying two coats of white paint or color specified by the engineer in charge.
- ✓ The contractor shall replace existing galvanized louvre frames with new Palmair louvre frames;
- ✓ Replace broken louvre blades only; old louvre blades shall be wash clean before installing onto new Palmair louvre frames;
- ✓ Remove existing window security mesh, ready to receive high-grade invisi -gard mesh (to be install by the glazing supplier).

Door
- ✓ Replace broken wooden door frames & architraves were necessary.
- ✓ Ensure door frames are wash clean before applying two coats of paint (color to be specified by the client engineer).
- ✓ Replace broken doors leaf with new doors; new doors to be install with new entrance lockset and one double cylinder deadbolt lock.

Ceiling
- ✓ Remove all ceiling sheets and replace with new FC board for top floor only.
- ✓ Where necessary allow to replace broken and rotten ceiling noggins.
- ✓ Apply 3 coat gyprock compound to all FC sheet joints.

Interior Wall
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.

Floor
- ✓ Wash cleaned concrete floor at the bottom and top; ready to receive new vinyl tile.
- ✓ Install vinyl tiles on concrete floor in each room.
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.

Wardrobe
- ✓ Replace all broken and old wardrobes.
- ✓ Wardrobes in good condition shall be wash cleaned and apply two coats paint (color to be specified by the client engineer) where necessary.
- ✓ Install new hinges and locks to all wardrobe

4.2 Corridor/Veranda
- ✓ Pressure washes concrete wall surfaces to removed old paints and grease and apply two coat paint (color to be specify by the engineer in charge).
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint as existing color.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint as specified by the engineer in charge.

4.3 Ablution block/top and bottom floor

Toilet

- ✓ Replace broken toilet doors with new doors.
- ✓ Replace broken wall and floor tiles.
- ✓ Wash clean window frames; replace louvre frames with Palmair black louvre frames.
- ✓ Wash cleans the Solid core door at the main entrance and apply 2 coats of paint color specified by the engineer in charge. Where necessary install new door as per the engineer approval.

Shower.

- ✓ Replace broken wall and floor tiles or install new tiles in the entire shower block. Surfaces to receive wall tile shall be rough to allow strong bonding between concrete surface and tile.
- ✓ Replace broken toilet doors & wall partition where necessary.

Sink/wash basin

- ✓ Wash clean existing concrete sinks.
- ✓ Install new sinks where necessary.

Remove Hardware – Tables, desk, bed, chairs & others

Remove all hardware, hardware accessories and similar items in place and not to be painted or provide surface applied protection prior to surface preparation and painting operations. After completions re-install all removed items, Exceptional care must be taken to assure tidiness of work. Suitable temporary covers, masking, drop sheets, drapes and/or barriers shall be provided and maintained effectively where necessary to protect carpeting and furniture or other finishes that are to be painted or not to ensure what they are not exposed to paint and put at risk. These are to be removed when the protection is no longer required. Provide "Wet Paint" signs as required to protect newly painted surfaces. Carefully remove and reinstate paint splatters from adjacent surfaces.

Upon completion of the work all paint cans, other materials, containers, debris and protective coverings shall be cleaned up and removed from site and the Contractor shall leave the area in a clean, neat, and orderly condition satisfactory to the Contracting Officer

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: Pascal Kimavora
Managing Director
Aims Construction
P.O.Box R253
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – KGVI / CARPENTRY / A23 / Lot 2

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

UNITED RISK SERVICES

INSURANCE BROKERS & RISK CONSULTANTS

Confirmation of Payment

Receipt No.	5907
Issued By:	Veronica Lafena

Received From:	AIMS CONSTRUCTION
The Sum Of:	2982 (Two Thousand Nine Hundred And Eighty Two Dollars)
Payment Date:	19/12/2022
Payment Type:	Cash
Reference:	Paid Cash - WOC (2022-23 NB)

Invoice No.	Policy No.	Policy Class	Insurer	Transaction Type	Invoice Total	Allocated	Outstanding
8729	TBA	WC	Capital Insurance (Solomon Islands) Ltd	New Business	$2,982.00	$2,982.00	$0.00

UNITED RISK SERVICES LTD
P.O. BOX 530, HONIARA
SOLOMON ISLANDS

United Risk Services Ltd Fox Street | PO Box 530 | Point Cruz, Honiara, Solomon Islands
+677 21510/23206 +677 23640 info@unitedriskservices.com.sb www.unitedriskservices.com.sb

ANNEX III: POLICE CLEARANCE CERTIFICATES

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

Required documents Prepared by Committee/Department	FI Ref	Committee (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		✓	✓	
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: HAZEL HINAI CADET CA - ELECTRICAL

Date: 30/01/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: Leeroy. B, PCM

Date: 31/01/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: N. Vular

Date: 2/02/23

NHA-DFAT FUND

AIMS CONSTRUCTION
P.O Box R253
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 29/03/2023

Payment Number: AGE63457

Payment Amount: $93,493.38

Final Payment No.03-35% completion of work-KGVI -Carpentry work-A23/Lot 2

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000971	22/12/2022	$267,123.93	$0.00	$146,918.17	$93,493.38

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	30/03/2023 11:37
Transaction Number:	AGE63457

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 93,493.38
Transfer From Amount: SBD 93,493.38
Indicative :
My Reference: pymnt No.03-KGVI

Payment Details

Account Name: Aims Construction
Account Number: 4000707812
Bank Name: Bank of South Pacific
Reference To Payee : Inv#202304

PAID
DATE 31/03/23 CHQ. No.

Pay Date : 30/03/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
30/03/2023 11:37 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
30/03/2023 14:05 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
30/03/2023 15:50 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
30/03/2023 15:50 Debbie Ofaeri Sifoni
Transaction Processed
* *

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ANZ Logo

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Held for Authorisation
Date / Time:	30/03/2023 11:37
Transaction Number:	AGE63457

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 93,493.38
Transfer From Amount: SBD 93,493.38
Indicative :
My Reference: pymnt No.03-KGVI

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
2023 PACIFIC GAMES
30/3/23

Payment Details

Account Name: Aims Construction
Account Number: 4000707812
Bank Name: Bank of South Pacific
Reference To Payee : Inv#202304

Pay Date : 30/03/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
30/03/2023 11:37 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
* *

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

PAYMENT VOUCHER

DATE 29/03/2023

AIMS CONSTRUCTION
P.O Box R253
Honiara
Solomon Islands

Cheque Number AGE63457 ~~IB TRANS~~

Total Amount Paid $93,493.38

Final Payment No. 03 (35%) for Completion of Games Village for labour base contract for schools - KGVI Carpentry - A23/ Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
2022121	00000947	22/12/2022	$267,123.93	$146,918.17	$93,493.38

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR 30/3/23

NATIONAL HOSTING AUTHORITY FINANCIAL CONTROLLER SOL2023 PACIFIC GAMES 29/3/23

Payment Voucher Prepared By: _____ Date: 29/03/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

AIMS CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - KGVI / CARPENTRY / A23/ LOT 2

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			288,782.63				
21/12/2022	No.1	20%	57,756.53		4,331.74	53,424.79	Paid
2/02/2022	No.2	35%	101,073.92		7,580.54	93,493.38	Paid
	No.3	35%	101,073.92		7,580.54	93,493.38	Payment in progress
	No.4 - RETENTION	10%	28,878.26		2,165.87	26,712.39	
			-		-	-	
TOTAL			***288,782.63***	-	***21,658.70***	***267,123.93***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-579/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	LS	Please raise payment progress 3 of 35% for labour-based contractors for the upgrade of schools for the Guinea Village being for final completion of Carpentry works for KGVI School, LOT 2 - Sigatoka East 1 Dormitory. (Contract no: ITB-GFC-09/22)	AIMS CONSTRUCTION	INVOICE NO# ~~2020~~ 202304	$101,073.92
				TOTALS	$101,073.92

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $101,073.92 Date: 22-03-23

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): ELDON TEPA Sign: 24/3/23

Post: ED

Department: GFC- PMU

Authority is granted for expenditure not exceeding:

SBD$ 101,073-92

Signed:

Name:

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

NATIONAL HOSTING AUTHORITY ★ EXECUTIVE DIRECTOR ★ SOL 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: Daisy V. Thaus Date: 28/03/23

Position: PCCNHA

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 28/3/23

Thru: Eldon Tepa, Executive Director, PMU 24/3/23

From: Graham Lilo, PMU

NHA Ref: **GL-170323**

Date: Friday 17th March 2023

SUBJECT: **Request for Progress Payment 3 (35%) for Labour-based Contract for the Upgrade of Schools for the Games Village to Aims Construction Lot 2, Carpentry Works for KGVI School – ~~Cook~~ Sigatoka East 1 Dormitory.**

Dear ED,

I refer to the above subject, your approval is hereby sought to Aims Construction (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	Labour-based Contract for Upgrade of Schools for the Games Village	Payment Progress 3 for Aims Construction	35%	$ 101,073.92

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 K Lilo
Project Manager, PMU

FOR SECRETARIAT OFFICE USE ONLY

28/3/23

Signature Date

Mr. Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved
✓	

Cc. FC

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

ALL INDUSTRY MAINTENANCES & SERVICES
P O BOX R253, HONIARA.
SOLOMON ISLANDS
Tel: [677] 7469901 / 7459615
Email: aims.industryservices@gmail.com

Invoice

TO: NHA		Invoice No:	~~1015~~ 202304
		Date:	13/03/2023.
Qty	**Description**	**Unit Price**	**Amount**
	Requesting Payment for lot 2 Sigstone East End KGVI NSS Carpentary Work 35% of third (03) payment no3 upon Completion of Carpentary works on the ground floor and Issuance of Certificate of practical completion as required and accomplished		$101,073-92
	Signature: Mr. Pascal Kima Manager.	Sub-total: Others: TOTAL:	$101,073.92.

ALL INDUSTRY MAINTENANCES & SERVICES AIMS PO BOX R253, HONIARA, SI

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

PROGRESS PAYMENT CERTIFICATE NO: 03

Payment Schedule Name:	Payment No. 3		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 2 KGVI School - Carpentry Works for Sigstone East 1		
Contractor:	Aims Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 03
Contract Administrator:	Gloria Hopkins	**Date Invoice Received:**	14-Mar-23
		Date Issued for payment:	17-Mar-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 288,782.63		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$ 57,756.53	$ 57,756.53	PAID
2	Payment 2 - 35%	$ 101,073.92	$ 101,073.92	PAID
3	Payment 3 - 35%	$ 101,073.92	$ 101,073.92	This Claim
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$ 158,830.45**		
9	**Original Contract Value**	**$ 288,782.63**		
10	**Total Adjusted Contract Value**	**$ 288,782.63**		
11	**Balance of Contract Payment**	**$ 129,952.18**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 101,073.92	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 101,073.92	

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

Payment is hereby certified: 22/03/23
Graham Lilo (Project Manager) *Date*

Complianced and approved by: 24/3/23
Peter Himane (Contract Manager) *Date*

Claim is hereby approved for payment by: 24/3/23
Elden 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.

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	02 KGVI
NHA PROJECT REF:	03 GV	CERTIFICATE NO:	KGVI-SIGSTONE EAST 1
CONTRACT NO:	GTB 09/22	DATE ISSUED OF COMPLETION CERTIFICATE	17/03/2023
CONTRACTOR:	AIMS CONSTRUCTION	DLP (Defect Liability Period)	3 MONTHS
WORK TYPE:	CARPENTRY WORKS	Lot No:	LOT 2
PROJECT SITE:	KGVI-SIGSTONE EAST 1 DORMITORY	BUILDING No.:	B9
BUILDING NAME:	SIGSTONE EAST 1 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 are completed and shall be used for its intended purpose without the 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 A**rticle 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 the contractor of any defect during the defect's liability period if the cause of any damage is due to the contractor's prior improper works.
    iii. Any undiscovered, latent, or other defect or omission that 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 a 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 15th of March 2023

ii. This is to certify that the Contract Works have been inspected and qualified for Practical Completion on 17th March 2023

iii. The Defects Liability Period commenced on this date and continues for a period of 17th March 2023 to 17th 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 an 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) ..... 22/03/23 (Date)

..... Pascal Kimavora Contractor Representative ..... 22/03/23 (Date)

Signed by ..... Peter Himane Contracts Manager ..... 22/3/23 (Date)

Signed by ..... Eldon Tepa (Executive Director) ..... 23/3/23 (Date)

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PMU SOL2023 PACIFIC GAMES

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

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

PROJECT MANAGEMENT UNIT
COMPLETION REPORT

PROJECT DETAILS:	
DOCUMENT NAME	KGVI – LOT 2 – B9 – SIGSTONE EAST 1
CONTRACT #	GTB 05/21
CONTRACTOR	AIMS CONSTRUCTION
CONTRACT START DATE	22nd December 2022
REPORTING PERIOD	27TH march 2022
REPORT PREPARED BY	Ronny Saomatangi

Inspection Summary

AIMS CONSTRUCTION have notified the Project Management Unit of the completion of work for SIGSTONE EAST 1 building on the 16th March 2023 which qualifies the contractor to claim for payment # 3 as per the contract.

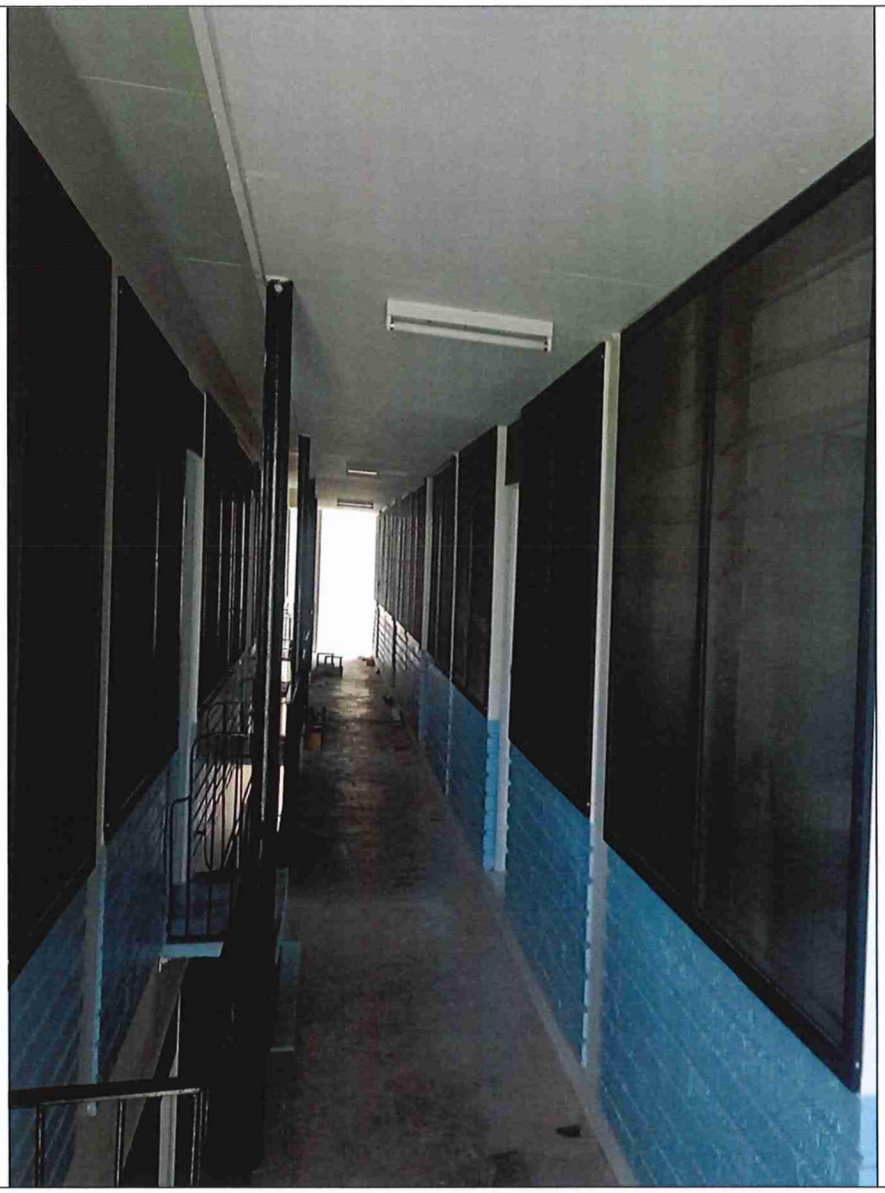
Project Manager Graham visited the site on 20th march 2023 to inspect the completed works. As per contract, contractor will be eligible to claim payment #3 (35%) after completion of all works.

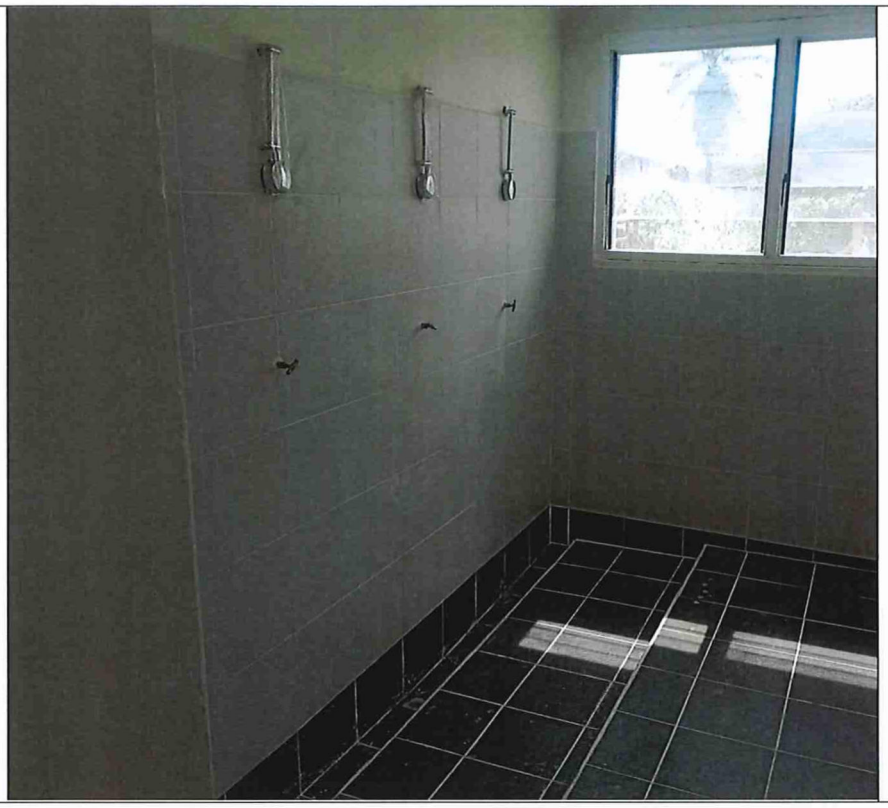
WBS	TASK NAME
1	Complete all rooms.
2	Complete ablution works including tiling, doors and windows
3	Complete exterior works
4	Interior painting
5	Vinyl tiles

After inspection, The Project manager has verified that the contractor has complied and completed all works that qualifies them to claim for payment #3 (35%). Refer summary below for work details.

Summary of progress: Refer photos below showing work done to B9-SIGSTONE EAST 1 . KGVI LOT 2

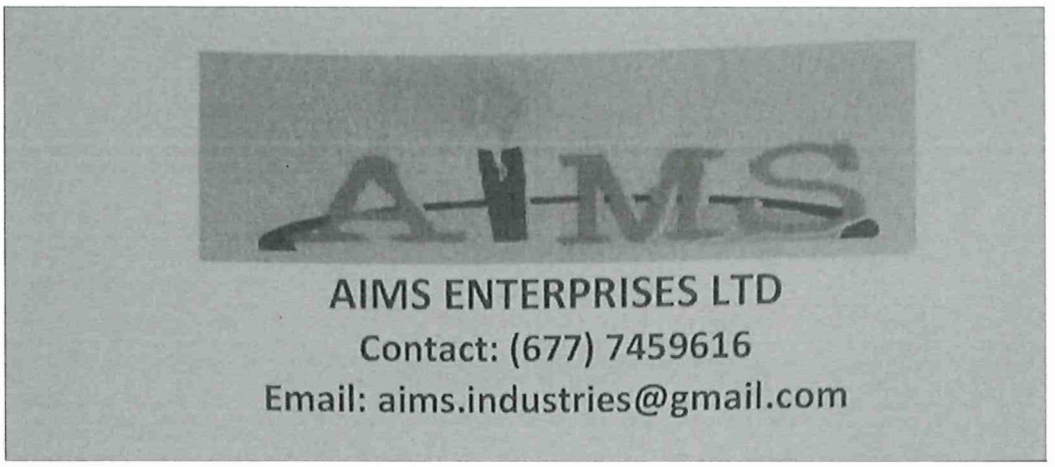
Activity	Photos	Status
Completed rooms with new vinyl tiles, wardrobe.		Completed.

New window invisi guard mess, louvre frames and blades to all rooms.		completed

New ceramic tiles to all bathrooms		completed

New Louvre frames and blades installed to all rooms with invisi-guard mess.		Completed

Exterior walls being wash and clean and painted. Also new louvre frames and blades installed		completed



COMPLETION REPORT

For

LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL.

AIMS CONSTRUCTION

FINAL PROGRESSIVE REPORT

Project name: CARPENTRY WORKS FOR SIGSTONE EAST 1 GIRLS DORMITORY, LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL.

Introduction

The progress of this project has been slower than expected. However, as a contractor I am glad to have completed the assigned and signed in the contract.

The tasks as attached are list below and tabulated on the next pages

i. Renovation of upstairs and bottom floor of east end Sig stone Dormitory
ii. Main house interior painting and refurnishing all woodworks inside and outside.
iii. Installing new doors and windows and replace window frames, seal and louvers.
iv. Renovate ceiling with fibro sheets with gibrock compound and install conies along ceiling corners.
v. Painting
vi. Balcony/shelves repair and maintenance

It should also be noted that there are also variations which have already been done. Variations will be sent in separately

Summary of Tasks

	TASKS	comments	% of work done
1	**Rooms:** - Removed louver blades and louver frames from 108 windows. - Water blasts all dirts, paints, molds and dusts. - Apply painting (2 coats of white paints) and color paints specified by the Engineer in charge. - Replace existing galvanized louver frames with new palmair louver frames. - Remove existing window security mesh from window frame, then clean and repaint window frames with 2 coats of paint ready to receive high grade invisi gard mesh to be install by the glazing supplier.	**completed**	**100%**
2	**Doors:** - Remove all door frames, repair broken ones where necessary. - Wash all doors to clean, apply wood party and glue, sanding clean and repaint. - Install new painted repair doors and install new entrance lock, and double cylinder deadbolt lock.	**completed**	**100%**
3	**Ceiling:** - Remove all ceiling sheets in all rooms including toilet and shower rooms, and replace with new FC board for top floor only. - Remove and replace broken and rotten room ceiling and toilet and shower room walling noggings, fastening FC board on to new noggings. - Apply 3 coats of Gyprock compound to all FC sheet joins - Apply 3 coats of paints on to the finish surface	**completed**	**100%**

	TASKS	comments	% of work done
4	**Wall Interior:** - Complete wash interior walls and apply 2 coats of hog prattle quarter paint - Fill all cracks and holes with filler, sealer or grouting cement to finishing and make sure all coats finish smooth. - Each coat of paint uniform in colour, grouse, thickness and texture free of runs, sags, blisters and mold free as expected.	**completed**	**100%**
5	**Wall Exterior:** - Pressure wash outside walls, scraps all molds, dirts, oils, dusts then apply 2 coats of paints - Filled all cracks and hole with mixed cement and gibrock compound where necessary then apply 2 coats of paints	**completed**	**100%**
6	**Floor:** - Wash cleaned the concrete floor at the top and bottom with water blaster, brushing and scrapping all diets, oils, paints and dried with mob and ready to install vinyl tiles. - Fill cracks and holes with filler, sealer and grounding cement as requested.	**completed**	
7	**Wardrobe:** - Remove, repair and replaced all broken and all wardrobe. - All wardrobes in good condition washed, sand and apply 2 coats of paint as specified by site engineer. - Install new hinges and locks to all wardrobes.	**completed**	

	TASKS	comments	% of work done
8	**Corridor/Veranda:** - Pressure wash using water blaster to concrete wall surfaces and remove old paints, oils, dusts and apply 2 coats of paints. - Pressure wash 10 x 100mm galvanized steel post apply 2 coat of black paint. - Pressure wash clean steel staircase 40m x 1m, hand rails, baluster, newel and stringers then apply 2 coats of black paints	**completed**	**100%**
9	**Ablution Block:** - Pressure wash with water blaster in all toilet rooms and ablution block - Replace broken door with new doors - Remove all broken wall and floor tiles, and replace with new ones. - Wash clean with water bluster all window frames and replace them with Palmair black Louvre frame.	**completed**	**100%**
10	**Shower:** - Pressure wash walls and floor tiles and replaced all broken and old ones with new tiles. Remove, repair and replace broken toilet doors with new ones, remove and replaced all rotten noggins. - Install new FC board sheets, apply gibrocks compounds on joints then apply 2 coats of recommended paints.	**completed**	**100%**

	TASKS	comments	% of work done
11	**Sink/Wash basin.** - Pressure wash existing concrete sink and replaced broken tiles under the sink. - Add new tiles on to the sink base stand and above sink to allow recommended flashing. - Wash and clean new tiles that was installed	**completed**	**100%**
12	**Hard wares Tables, desk, beds chairs and others.** - Removed all hardwares plus hardware accessories with similar items that is in place such as formica on study tables, sand with sandpapers, cleaned out all dusts, paints where should be painted ,provide clean surface ready for new formica.	**completed**	**100%**
13	**Balcony** ➢ Repair/repainting and restoration	**completed**	**100%**

See photos attached and other relevant documents.

Conclusion

As a contractor I declare that all the tasks in the schedule of works as stipulated in the contract documents and outlined above have been completed. I therefore thank you for trusting us and hope to be involved in any other projects should there be any in the future.

Prepared by: Pascal Kima
Manager

Date: 06/03/2025











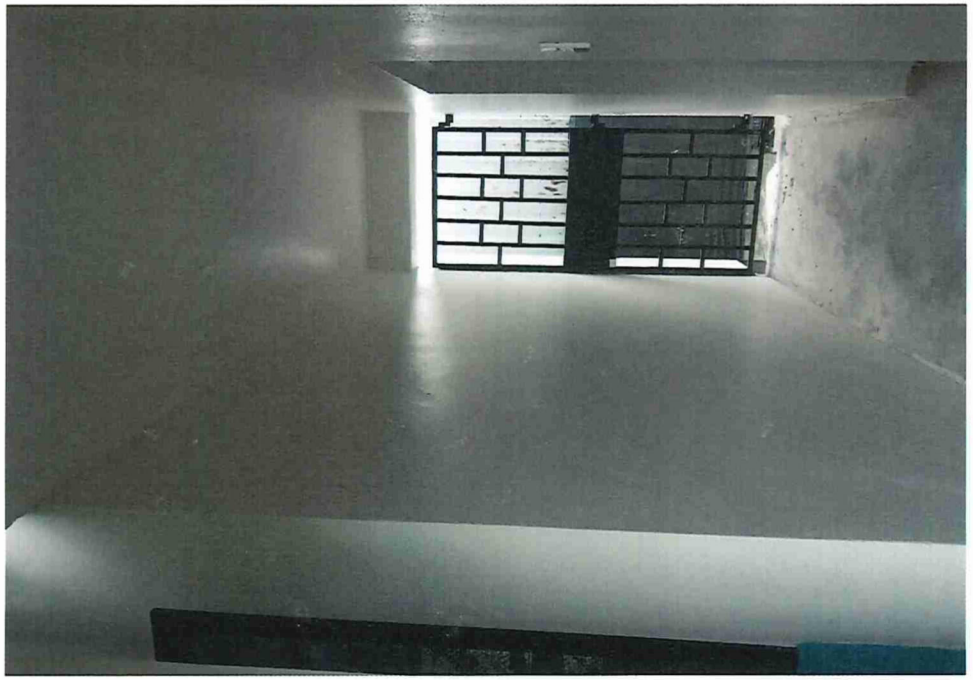














AIMS ENTERPRISES LTD
Contact: (677) 7459616
Email: aims.industryservices@gmail.com

CERTIFICATION OF WORK COMPLETION FORM

Customer Details		Contractor Details	
Company:	NHA	Reg#:	BN20201135
Clients:	KGVI School	IRD#:	Tin#1093421
Ref#:		HCC code#	BLCO2
Contact#:		Contact#:	7459616
Location:	KGVI Girl dormitory.		
Project Name:	SIGSTON East Wing 1		

Part 1:

Job Type	Description of Work	Remarks
	Carpentry works on the ground and 1st floor plus fix leaking Roof, install fascia board, painting and furnishings.	✓

Part 2:

Certification (to be confirmed by the Clients Representatives)

I certify that the work authorized by the above as described above has been completed by the contractor in accordance with the instructions as required by the client.

Commencement date: 20th Dec/22 Date of completion: 08/02/2023.

Name and Signature of Contractor Date 28/03/23

Name and Signature of Clients representative Date 13/3/2023

Title/position Manager

Title/position Principal

Phone Number: 7459616

Phone Number: 8618892

CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR SIGSTONE EAST 1

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

AIMS CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this 20th December 2022, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

AIMS CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Pascal Kimavora,** herein the Managing Director of **Aims Construction,**

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

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

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

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 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$ 288,782.63.** 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: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

    Name of Building: SIGSTONE EAST 1

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:**	Pascal Kimavora
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Aims Construction
Date:	20/12/2022	**Date:**	19/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/2022

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 guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

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:** Aims Construction P.O. Box R253 Honiara Solomon Islands Email:aims.industries@gmail.com Mob: 7807396 **c. THE LOCATION SITE IS:** LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: SIGSTONE EAST 1
	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:** Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@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:**

		Pascal Kimavora Aims Construction P.O. Box R253 Honiara Solomon Islands Email: aims.industries@gmail.com Mob: 7807396
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

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

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 288,782.63
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	$ 57,756.53	$ 57,756.53
Payment No.2	35% payment shall be paid upon completion of carpentry works for Sigstone East 1 – Ground Floor	$101,073.92	$101,073.92
Payment No.3	35% payment shall be paid upon completion of carpentry works for Sigstone East 1 – Top Floor and issuance of Certificate of Practical Completion	$101,073.92	$101,073.92
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	$28,878.26	$28,878.26
TOTAL			$ 288,782.63

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

Contents

1. INTRODUCTION: 2
2. SUMMARY OF TASKS 2
3. PROJECT SITE 2
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Toilet 5
Shower. 5
Sink/wash basin 5
Remove Hardware – Tables, desk, bed, chairs & others 5

SECTION 1: SCOPE OF WORK /SPECIFICATION FOR RENOVATING THE INTERIOR AND EXTERIOR FOR SIGSTONE EAST 1 GIRLS DORMITORY – KING GEORGE SIXTH SCHOOL.

1. INTRODUCTION:

The Project Management Unit under Games Facilities Committee has been tasked to renovate interior of the SIGSTONE EAST 1 girls dormitory at King George Sixth School,Honiara. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to execute the job.

The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

2. SUMMARY OF TASKS

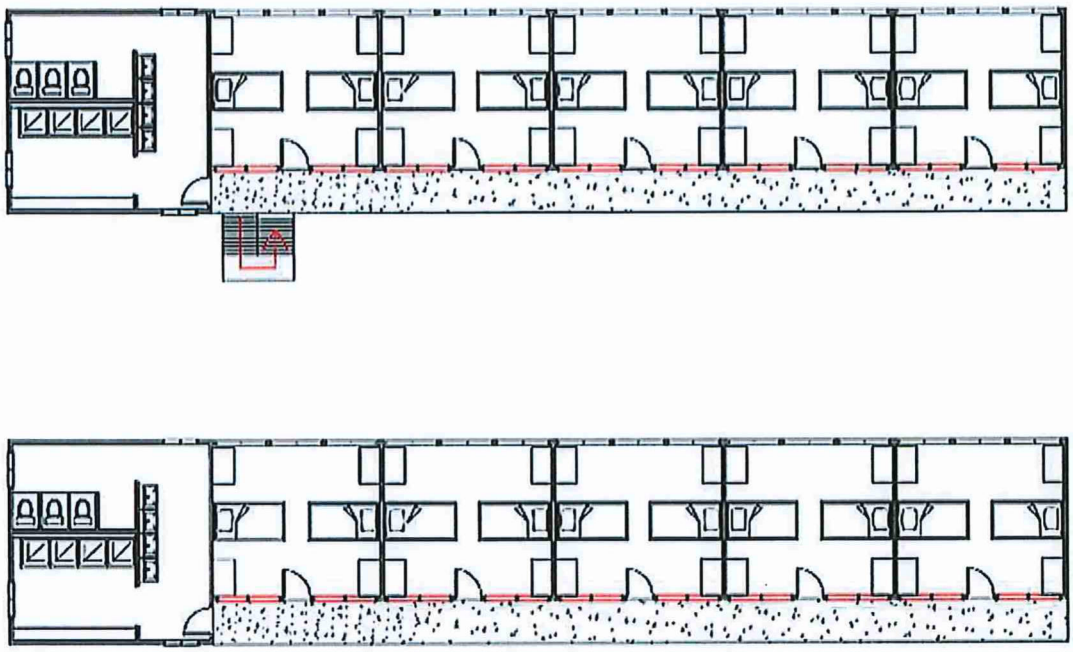
- Renovation of upstairs & bottom floor ablution blocks and rooms.
- Main house exterior painting and refinishing all wood works outsides.
- Installing new doors and windows to replace the existing window systems.
- Renovate ceiling and interior walls as per the client (National Hosting Authority) specification.

3. PROJECT SITE

Figure 1. SIG- STONE East 1 Girls dormitory, KGVI School



Figure 2. SIG-STONE East 1 dormioty floor plan



4. CARPENTRY WORK

The contractor shall perform the following carpentry works. Procedures shall include, but not necessarily be limited to, the following

4.1 Rooms (bottom& top floor)

Window

- ✓ The contractor shall carefully remove the louvre blades and louvre frames from all windows.
- ✓ The contractor shall ensure window frames are wash clean before applying two coats of white paint or color specified by the engineer in charge.
- ✓ The contractor shall replace existing galvanized louvre frames with new Palmair louvre frames;
- ✓ Replace broken louvre blades only; old louvre blades shall be wash clean before installing onto new Palmair louvre frames;
- ✓ Remove existing window security mesh, ready to receive high-grade invisi -gard mesh (to be install by the glazing supplier).

Door

- ✓ Replace broken wooden door frames & architraves were necessary.
- ✓ Ensure door frames are wash clean before applying two coats of paint (color to be specified by the client engineer).
- ✓ Replace broken doors leaf with new doors; new doors to be install with new entrance lockset and one double cylinder deadbolt lock.

Ceiling

- ✓ Remove all ceiling sheets and replace with new FC board for top floor only.
- ✓ Where necessary allow to replace broken and rotten ceiling noggins.
- ✓ Apply 3 coat gyprock compound to all FC sheet joints.

Interior Wall

- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.

Floor

- ✓ Wash cleaned concrete floor at the bottom and top; ready to receive new vinyl tile.
- ✓ Install vinyl tiles on concrete floor in each room.
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.

Wardrobe

- ✓ Replace all broken and old wardrobes.
- ✓ Wardrobes in good condition shall be wash cleaned and apply two coats paint (color to be specified by the client engineer) where necessary.
- ✓ Install new hinges and locks to all wardrobe

4.2 Corridor/Veranda

- ✓ Pressure washes concrete wall surfaces to removed old paints and grease and apply two coat paint (color to be specify by the engineer in charge).
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint as existing color.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint as specified by the engineer in charge.

4.3 Ablution block/top and bottom floor

Toilet

- ✓ Replace broken toilet doors with new doors.
- ✓ Replace broken wall and floor tiles.
- ✓ Wash clean window frames; replace louvre frames with Palmair black louvre frames.
- ✓ Wash cleans the Solid core door at the main entrance and apply 2 coats of paint color specified by the engineer in charge. Where necessary install new door as per the engineer approval.

Shower.

- ✓ Replace broken wall and floor tiles or install new tiles in the entire shower block. Surfaces to receive wall tile shall be rough to allow strong bonding between concrete surface and tile.
- ✓ Replace broken toilet doors & wall partition where necessary.

Sink/wash basin

- ✓ Wash clean existing concrete sinks.
- ✓ Install new sinks where necessary.

Remove Hardware – Tables, desk, bed, chairs & others

Remove all hardware, hardware accessories and similar items in place and not to be painted or provide surface applied protection prior to surface preparation and painting operations. After completions re-install all removed items, Exceptional care must be taken to assure tidiness of work. Suitable temporary covers, masking, drop sheets, drapes and/or barriers shall be provided and maintained effectively where necessary to protect carpeting and furniture or other finishes that are to be painted or not to ensure what they are not exposed to paint and put at risk. These are to be removed when the protection is no longer required. Provide "Wet Paint" signs as required to protect newly painted surfaces. Carefully remove and reinstate paint splatters from adjacent surfaces.

Upon completion of the work all paint cans, other materials, containers, debris and protective coverings shall be cleaned up and removed from site and the Contractor shall leave the area in a clean, neat, and orderly condition satisfactory to the Contracting Officer

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: Pascal Kimavora
Managing Director
Aims Construction
P.O.Box R253
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – KGVI / CARPENTRY / A23 / Lot 2

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

UNITED RISK SERVICES

INSURANCE BROKERS & RISK CONSULTANTS

Confirmation of Payment

Receipt No.	5907
Issued By:	Veronica Lafena

Received From:	AIMS CONSTRUCTION
The Sum Of:	2982 (Two Thousand Nine Hundred And Eighty Two Dollars)
Payment Date:	19/12/2022
Payment Type:	Cash
Reference:	Paid Cash - WOC (2022-23 NB)

Invoice No.	Policy No.	Policy Class	Insurer	Transaction Type	Invoice Total	Allocated	Outstanding
8729	TBA	WC	Capital Insurance (Solomon Islands) Ltd	New Business	$2,982.00	$2,982.00	$0.00

UNITED RISK SERVICES LTD
P.O. BOX 530, HONIARA
SOLOMON ISLANDS

United Risk Services Ltd: Fox Street | PO Box 530 | Point Cruz, Honiara, Solomon Islands
P: +677 21510/23206 F: +677 23640 E: info@unitedriskservices.com.sb W: www.unitedriskservices.com.sb

ANNEX III: POLICE CLEARANCE CERTIFICATES

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

Required documents Prepared by Committee/Department	FI Ref	Committee	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓		
Draft Contract **(not yet signed by Supplier)**	P7 10.1	✓		
Tender Award by ITB/GTB	P7 10.1	✓		
PR signed by requisition officer		✓		
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Progress Report of works/Photos etc		✓		
Completion report if ~~goods/services~~ and works have been completed		✓		
Other reports if any (goods and services)		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: GLORIA HOPKINS, CA PLLC

Date: 27-03-23

Procurement section Compliance performed by:

Signed: _____

Name and Position: JW – CPLL

Date: 27/03/2023

Finance Department Compliance performed by:

Signed: _____

Name and Position: N. Vuiau (F/O)

Date: 29/03/23

PACIFIC GAMES
SOLOMON ISLANDS

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: Aims Construction — Retention Payment GTB-GFC 09/22.

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

CHQ# 000 351

Comments:

— Contract Manager to sign PC.

NHA-DFAT PAYMENT VOUCHER

Cheque No: **000351**

Voucher No: **PMU-1335/24**

Payment to: **AIMS CONSTRUCTION**

Date: **13-Feb-24**

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Approval by. 16/02/24
Executive Director Date:

Approval by: 15/2/24.
Financial Controller Date:

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	LABOUR WORK	Payment for invoice#202303 Retention 10% Labour based Contracts Upgade Game Village	26,712.38
2-1365	KGVI SCHOOL	Carpentry Works KGVI School	
		Total:-	26,712.38

Amount in Word: Twenty six thousand, Seven hundred and twelves dollars thirty nine 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-1335/24

Please indicate the type of payment:

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

Received By
Name & Signature 16/2/24

Prepared By
Finance Officer - Name & Signature

posted

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

Ref: GL-1/30/24 Date: 30 January 2024

MEMO

Signature	Date: 5/2/24

To: Christian Nieng
Executive Director - NHA

Thru: Leeroy Bird
ED -PMU

Signature	Date: 5/02/24

Dear ED,

Subject: **Request Retention Payment (10%) To Aims Construction for Labour – Based Contracts for Upgradé of Games Village for PG2023, KGVI Lot 2: GTB –GFC 09/22 SUM – $28,878.26**

I refer to the above, payment is requested to Aims Construction for the labour –based contracts for Upgrade of Games Village – PG2023.

The Contractor has successfully fulfilled all contractual obligations and request the release of their retention payment as per the terms outlined in the contract.

Particulars of payment are as follows:

Contract No.	Contract Name	Description of Payment	Percentage	Amount of Claim
GTB –GFC 09/22	Labour – Based Contract for Upgrade of Games Village for PG2023	Retention Payment	35%	$28,878.26

Attached are relevant documents for this payment

Kind Regards,

Graham Lilo
Project Manager –PMU
National Hosting Authority

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

NHA-DFAT FUND

AIMS CONSTRUCTION
P.O Box R253
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 13/02/2024

Payment Number: 000351

Payment Amount: $26,712.38

AIMS Construction-Payment for Invoice#202303 Retention 10% Labour based Contracts Upgrade Game Village Carpentry

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000947	22/12/2022	$267,123.93	$0.00	$240,411.55	$26,712.38

PAYMENT SCHEDULE

AIMS CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - KGVI / CARPENTRY / A23/ LOT 2

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			288,782.63				
21/12/2022	No.1	20%	57,756.53		4,331.74	53,424.79	Paid
2/02/2022	No.2	35%	101,073.92		7,580.54	93,493.38	Paid
	No.3	35%	101,073.92		7,580.54	93,493.38	Paid
13/02/2024	No.4 - RETENTION	10%	28,878.26		2,165.87	26,712.39	Payment in Progress
			-		-	-	
TOTAL			***288,782.63***	-	***21,658.70***	***267,123.93***	

Bank of South Pacific Limited

HONIARA

STAMP DUTY PAID

Pay AIMS CONSTRUCTION

16 / 02 / 2024
or bearer

the sum of Twenty Six Thousand Seven Hundred Twelve dollars 38/100 $ 26,712-38

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000351 2001614631

20/02/2024

Pascal Kima

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 1335/24

DEPARTMENT: _____

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Request retention payment (10%) to Aims Construction for Labour-based Contract for the Upgrade of Games Village for PG2023, KAVI Lot 2, GTB/GEC 09/22	Aims Construction	Inv: # 202303	$28,878.26
				TOTALS	$28,878.26

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $28,878.26 Date: 1/02/24

Requisition Officer (Name): Soleana. G Sign: _____

Account Code: 6-2717

Account Name: other local offices costs

Funds available on this account: _____

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeray. Bird Sign: _____

Post: ED- PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 28,878.26

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: Tumbun. B Date: 09/02/24

Position: CPO

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

2023 PACIFIC GAMES SOLOMON ISLANDS

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 1335/24

DEPARTMENT:

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	LS	Request retention payment (10%) to Aims construction for Labour-based Contract for The Upgrade of Games Village for PG2023, KGVI Lot 2, GTB/GEC 09/22	Aims Construction	Inv: # 202303	$28,878.26
				TOTALS	$28,878.26

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $28,878-26 Date: 1/02/24

Requisition Officer (Name): Soleana G Sign:

Account Code: 6-2717

Account Name: other local other costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leevay Bird Sign:

Post: ED- PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 28,878.26

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: Tumam B Date: 09/02/23

Position: CPO

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

ALL INDUSTRY MAINTENANCE & SERVICES
P O BOX R253, Honiara, Solomon Islands
Tel: (677) 74 59616 /74 69901 / 7395353
Email: aims.industryservices@gmail.com

Invoice ✓

Customer:		**Date:**	08/08/2023
Address:	NHA	**Contact:**	Pascal Kima Senis Takasi Mobile ~~7485457~~ 7395553
			CHQ A/C No #4000707812 BSP.
Customer ref:	202303	**Job Location:**	KG VI Girls Dormitory Siggiton Road Wing 1

Description:

Requesting Payment for Retention of 10% which is $28,000- of the ~~total~~ Contract Sum.

	Material Cost	Labour Cost
Materials:		
Labour:		
Transport:		
Others:(GST)		
TOTAL QUOTE:	Invoice	#28,000-00

ALL INDUSTRY MAINTENANCES & SERVICES AIMS PO BOX R253, HONIARA, SI

Signature: _____

Mr. Pascal Kima
Manager

PACIFIC GAMES
SOLOMON ISLANDS

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

RETENTION PAYMENT CERTIFICATE NO. 04

Payment Schedule Name:	Payment 4: Retention Payment		
Project Name:	Labour - Based Contract for the Upgrade of Games Village for Pacific Games 2023.		
Lot:	Lot 2: KGVI School - Carpentry Works for Sigstone East 1		
Contractor:	Aims Constructiobn		
Project Manager	Graham Lilo	**Certificate:**	PC -04
Contract Administrator:	Ludy Hopkins	**Date Invoice Received:**	15-Dec-23
		Date Issued for payment:	08-Jan-24
		Contract No:	GTB -GFC 09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 288,782.63		
1	Payment 1 (20%) - shall be made upon mobilisation to the site and commencement of works at site	$ 57,756.53	$ 57,756.53	Paid
2	Payment 2 - 35%	$ 101,073.92	$ 101,073.92	Paid
3	Payment 3 - 35%	$ 101,073.92	$ 101,073.92	Paid
4	Payment 4 - 10% Retention	$ 28,878.26	$ 28,878.26	This Claim
5				
6				
7	**Progress Claim to date**	**$ 259,904.37**		
8	**Original Contract Value**	**$ 288,782.63**		
9	**Total Adjusted Contract Value**	**$ 288,782.63**		
10	**Balance of Contract Payment**	**$ 28,878.26**		

B PAYMENT DETAILS

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

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract (Contract No: GTB 11/21)

Payment is hereby certified:	..... *Graham Lilo (Project Manager)*	30/01/24 *Date*
Compliianced and approved by:	..... *Soleana Gegare (Contract Manager)*	30/01/24 *Date*
Claim is hereby approved for payment by:	..... *Leeroy Bird (Executive Director - PMU)*	8/02/24 *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.

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

Defect List

Project Name:	Labour Based Contract for the Upgrade of Games Village for the Pacific Games 2023	**Actual date of DLP Lapses:**	17th March 2023 to 17th June 2023 (3 Months)
Project Manager:	Graham Lilo	**Project Site:**	KGVI
Project Site Engineer	Ronny Saomatangi	**Contractor:**	Aims Construction

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: 15/10/23

Counter Signed by the Contracts Manager.....Date: 15/10/23

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

Defect Assessment Report.

PROJECT DETAILS:	
PROJECT NAME:	Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023
CONTRACT #:	GTB – GFC 09/22
CONTRACTOR:	Aims Construction
WORK TYPE:	Carpentry
PROJECT SITE:	KGVI
LOT #:	Lot 2
BUILDING NAME:	Sigstone East sea – Girls Dormitory
DEFECTS PERIOD:	3 Months (17 March 2023 – 17 June 2023)
DEFECTS INSPECTION REPORT DATE:	14th Oct 2023
REPORT PREPARED BY	Ronny Saomatangi

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

©PH

MANAGEMENT UNIT

nmary

1. **Contractor**:

   1.1 Aims Construction h PMU of the completion of three (3) months' defects liability period (D ıe 2023

2. **Client - NHA PMU**

   2.1 NHA –PMU condı ı the 09/08/2023

   2.2 As per contract, d payment shall be paid upon satisfaction of all defects rectified l three months of practical completion.

3. **Action**

   3.1 After inspection, NHA –PMU has ..ot identified any defects on the building – Sigstone East 1 Girls Dormitory.

4. **Conclusion:**

   4.1 The contractor is eligible to claim his/her retention payment as per the contract.

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

DEFECTS COMPLETION REPORT CERTIFICATE

To: Pascal Kima **Aims Construction** *(The Contractor)*	**To: Leeroy Bird** **Executive Director** **National Hosting Authority, Project Management Unit. PMU** *(The Employer)*
Contact person: Kima Pascal	**Contact person: Graham Lilo**
Address: P.O.Box **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:			
The defect lapse date:	17	June	2023
The end of the last *defects correction period* is:			
This Defects Certificate Date is: (at the later of the *defects date* or the end of the last *defects correction period*)	25	01	24

Defect reference	**List of Defects modified before the *defects date* which the *Contractor* has not corrected** (or if there are no such Defects, a statement that there is none.)
	Defects identified and corrected. See defects list and report attached.

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

Works checked and certified by the Project Manager:

.....	Graham. Lilo	25/01/24
Signature:	*Name:*	*Date:*

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:

.....	Leeroy. B	5/02/24
Signature:	*Name:*	*Date:*

AIMS ENTERPRISES LTD
Contact: (677) 7459616
Email: aims.industryservices@gmail.com

CERTIFICATION OF WORK COMPLETION FORM

Customer Details		Contractor Details	
Company:	NHA	Reg#:	BN20201135
Clients:	KGVI School	IRD#:	Tin#1093421
Ref#:		HCC code#	BLCO2
Contact#:		Contact#:	7459616
Location:	KGVI Girl dormitory.		
Project Name:	SIGSTON East Wing 1		

Part 1:

Job Type	Description of Work	Remarks
	Carpentry works on the ground and top floor plus two leaking Roof, install fascia board, painting and furnishings.	✓

Part 2:

Certification (to be confirmed by the Clients Representatives)

I certify that the work authorized by the above as described above has been completed by the contractor in accordance with the instructions as required by the client.

Commencement date: 20th Dec/22 Date of completion: 08/02/2023.

Name and Signature of Contractor Date 08/03/23 Name and Signature of Clients representative Date 13/3/2023

Title/position Manager Title/position Principal

Phone Number: 7459616 Phone Number: 86188492

AIMS ENTERPRISES LTD
Contact: (677) 7459616 /7395353
Email: aims.industries@gmail.com

COMPLETION REPORT

For

LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL.

AIMS CONSTRUCTION

FINAL PROGRESSIVE REPORT

Project name: CARPENTRY WORKS FOR SIGSTONE EAST 1 GIRLS DORMITORY, LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL.

Introduction

The progress of this project has been slower than expected. However, as a contractor I am glad to have completed the assigned and signed in the contract.

The tasks as attached are list below and tabulated on the next pages

i. Renovation of upstairs and bottom floor of east end Sig stone Dormitory
ii. Main house interior painting and refurnishing all woodworks inside and outside.
iii. Installing new doors and windows and replace window frames, seal and louvers.
iv. Renovate ceiling with fibro sheets with gibrock compound and install conies along ceiling corners.
v. Painting
vi. Balcony/shelves repair and maintenance

It should also be noted that there are also variations which have already been done. Variations will be sent in separately

Summary of Tasks

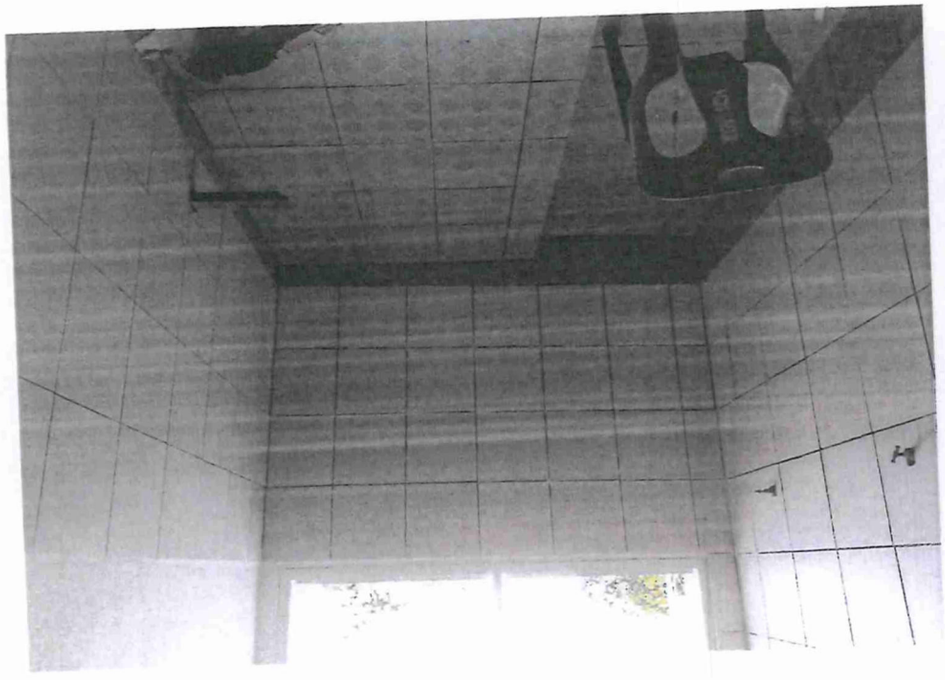
	TASKS	comments	% of work done
1	**Rooms:** - Removed louver blades and louver frames from 108 windows. - Water blasts all dirts, paints, molds and dusts. - Apply painting (2 coats of white paints) and color paints specified by the Engineer in charge. - Replace existing galvanized louver frames with new palmair louver frames. - Remove existing window security mesh from window frame, then clean and repaint window frames with 2 coats of paint ready to receive high grade invisi gard mesh to be install by the glazing supplier.	**completed**	**100%**
2	**Doors:** - Remove all door frames, repair broken ones where necessary. - Wash all doors to clean, apply wood party and glue, sanding clean and repaint. - Install new painted repair doors and install new entrance lock, and double cylinder deadbolt lock.	**completed**	**100%**
3	**Ceiling:** - Remove all ceiling sheets in all rooms including toilet and shower rooms, and replace with new FC board for top floor only. - Remove and replace broken and rotten room ceiling and toilet and shower room walling noggings, fastening FC board on to new noggings. - Apply 3 coats of Gyprock compound to all FC sheet joins - Apply 3 coats of paints on to the finish surface	**completed**	**100%**

	TASKS	comments	% of work done
4	**Wall Interior:** - Complete wash interior walls and apply 2 coats of hog prattle quarter paint - Fill all cracks and holes with filler, sealer or grouting cement to finishing and make sure all coats finish smooth. - Each coat of paint uniform in colour, grouse, thickness and texture free of runs, sags, blisters and mold free as expected.	**completed**	**100%**
5	**Wall Exterior:** - Pressure wash outside walls, scraps all molds, dirts, oils, dusts then apply 2 coats of paints - Filled all cracks and hole with mixed cement and gibrock compound where necessary then apply 2 coats of paints	**completed**	**100%**
6	**Floor:** - Wash cleaned the concrete floor at the top and bottom with water blaster, brushing and scrapping all diets, oils, paints and dried with mob and ready to install vinyl tiles. - Fill cracks and holes with filler, sealer and grounding cement as requested.	**completed**	
7	**Wardrobe:** - Remove, repair and replaced all broken and all wardrobe. - All wardrobes in good condition washed, sand and apply 2 coats of paint as specified by site engineer. - Install new hinges and locks to all wardrobes.	**completed**	

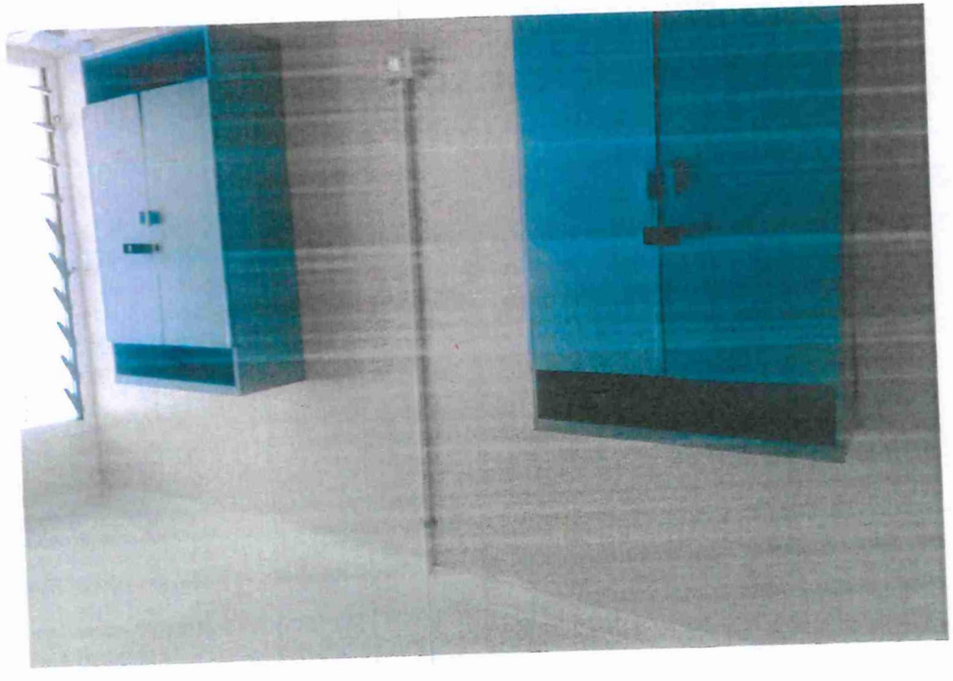
	TASKS	comments	% of work done
8	**Corridor/Veranda:** - Pressure wash using water blaster to concrete wall surfaces and remove old paints, oils, dusts and apply 2 coats of paints. - Pressure wash 10 x 100mm galvanized steel post apply 2 coat of black paint. - Pressure wash clean steel staircase 40m x 1m, hand rails, baluster, newel and stringers then apply 2 coats of black paints	**completed**	**100%**
9	**Ablution Block:** - Pressure wash with water blaster in all toilet rooms and ablution block - Replace broken door with new doors - Remove all broken wall and floor tiles, and replace with new ones. - Wash clean with water bluster all window frames and replace them with Palmair black Louvre frame.	**completed**	**100%**
10	**Shower:** - Pressure wash walls and floor tiles and replaced all broken and old ones with new tiles. Remove, repair and replace broken toilet doors with new ones, remove and replaced all rotten noggins. - Install new FC board sheets, apply gibrocks compounds on joints then apply 2 coats of recommended paints.	**completed**	**100%**

	TASKS	comments	% of work done
11	**Sink/Wash basin.** - Pressure wash existing concrete sink and replaced broken tiles under the sink. - Add new tiles on to the sink base stand and above sink to allow recommended flashing. - Wash and clean new tiles that was installed	**completed**	**100%**
12	**Hard wares Tables, desk, beds chairs and others.** - Removed all hardwares plus hardware accessories with similar items that is in place such as formica on study tables, sand with sandpapers, cleaned out all dusts, paints where should be painted ,provide clean surface ready for new formica.	**completed**	**100%**
13	**Balcony** ➢ Repair/repainting and restoration	**completed**	**100%**

See photos attached and other relevant documents.























ALL INDUSTRY MAINTENANCE & SERVICES
P O BOX R253, Honiara, Solomon Islands
Tel: (677) 74 59616 7453553
Email: aims.industryservices@gmail.com

PROJECT MANAGER
NHA
P.O. Box
Honiara
Solomon Islands

Attn: P. Himani

Dear Sir,

Re: **Missing left over materials.**

It has come to my attention that there are rumors about some left over construction materials have gone missing at the SIG Stone East 1 dormitories. For this reason I write this letter to clarify our knowledge regarding the above issue (missing left over materials).

We verbally give our report to the Site Supervisor (Mr. Ronny) that we are the last Contractor to finish at the East 1 girls' dormitory but we weren't aware of the left over missing materials, apart from our own materials.

On the we also experience some of our materials went missing resulting in us purchasing additional materials to complete our assigned Contract.

Thank you for your favourable consideration with relevant action.

Yours faithfully,

Pascal Kima
(Manager)

ALL INDUSTRY MAINTENANCE & SERVICES
P O BOX R253, Honiara, Solomon Islands
Tel: (677) 74 59616 7453553
Email: aims.industryservices@gmail.com

PROJECT MANAGER
NHA
P.O. Box
Honiara
Solomon Islands

Attn: P. Himani

Dear Sir,

Re: **Retention payment.**

With due respect I hereby formally submitting my request to fast track our 10% retention payment has been over due and we have some overriding financial challenge to pay our SINU students' enrollment cost.

Thank you for your favourable consideration with relevant action.

Yours faithfully,

Pascal Kima
(Manager)

PACIFIC GAMES
SOLOMON ISLANDS

ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR SIGSTONE EAST 1

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

AIMS CONSTRUCTION

GTB-GFC09/22 (LOT 2)

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 **AIMS CONSTRUCTION ("the Contractor").**

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI School Carpentry Works for Sigstone West,** 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$ 288,782.63
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	$ 57,756.53	$ 57,756.53
Payment No.2	35% payment shall be paid upon completion of 50% of Carpentry Works for Sigstone ~~West~~ East and upon verification by the Site Engineer	$ 101,073.92	$ 101,073.92
Payment No.3	35% payment shall be paid upon completion of final 50% of Carpentry Works for Sigstone West – upon verification by the Site Engineer and issuance of Certificate of Completion Certificate	$ 101,073.92	$ 101,073.92
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	$ 28,878.26	$ 28,878.26
TOTAL			$ 288,782.63

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:**	Pascal Kimavora
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Aims Construction
Date:	29/11/2023	**Date:**	01/12/2023

As witnessed by Project Management Unit (GFC) Representative:

Name:	Eldon Tepa
Signature:	
Designation:	Executive Director, PMU
Date	28/01/2023

PACIFIC GAMES SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Pascal Kimavora
Managing Director
Aims Construction
P.O.Box R253
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – KGVI / CARPENTRY / A23 / Lot 2

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 (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)				
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: 06/02/24

Procurement Compliance performed by:

Signed: _____

Name and Position: Truman Bird. CPO

Date: 09/02/24

Finance Compliance performed by:

Signed: _____

Name and Position: George / Finance officer

Date: 13/02/24



CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR SIGSTONE EAST 1

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

AIMS CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this 20th **December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

AIMS CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Pascal Kimavora,** herein the Managing Director of **Aims Construction,**

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

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

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

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

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

4. The total Price shall be **SBD$ 288,782.63.** 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: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

    Name of Building: SIGSTONE EAST 1

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:**	Pascal Kinavora
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Forms Construction
Date:	20/12/2022	**Date:**	19/12/2022

Witness signing by Project Management Unit/NHA	
Signature	
Name:	Eldon Lepa
Title:	Executive Director
Date:	20/12/2022

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 guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

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: Aims Construction P.O. Box R253 Honiara Solomon Islands Email:aims.industries@gmail.com Mob: 7807396 c. THE LOCATION SITE IS: LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: SIGSTONE EAST 1
	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: Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@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:**

		Pascal Kimavora Aims Construction P.O. Box R253 Honiara Solomon Islands Email: aims.industries@gmail.com Mob: 7807396
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

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

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 288,782.63
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	$ 57,756.53	$ 57,756.53
Payment No.2	35% payment shall be paid upon completion of carpentry works for Sigstone East 1 – Ground Floor	$101,073.92	$101,073.92
Payment No.3	35% payment shall be paid upon completion of carpentry works for Sigstone East 1 – Top Floor and issuance of Certificate of Practical Completion	$101,073.92	$101,073.92
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	$28,878.26	$28,878.26
TOTAL			**$ 288,782.63**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

Contents

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Ceiling 4

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4.2 Corridor/Veranda 4

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Toilet 5

Shower. 5

Sink/wash basin 5

Remove Hardware – Tables, desk, bed, chairs & others 5

SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

SECTION 1: SCOPE OF WORK /SPECIFICATION FOR RENOVATING THE INTERIOR AND EXTERIOR FOR SIGSTONE EAST 1 GIRLS DORMITORY – KING GEORGE SIXTH SCHOOL.

1. INTRODUCTION:

The Project Management Unit under Games Facilities Committee has been tasked to renovate interior of the SIGSTONE EAST 1 girls dormitory at King George Sixth School,Honiara. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to execute the job.

The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

2. SUMMARY OF TASKS

- Renovation of upstairs & bottom floor ablution blocks and rooms.
- Main house exterior painting and refinishing all wood works outsides.
- Installing new doors and windows to replace the existing window systems.
- Renovate ceiling and interior walls as per the client (National Hosting Authority) specification.

3. PROJECT SITE

Figure 1. SIG- STONE East 1 Girls dormitory, KGVI School

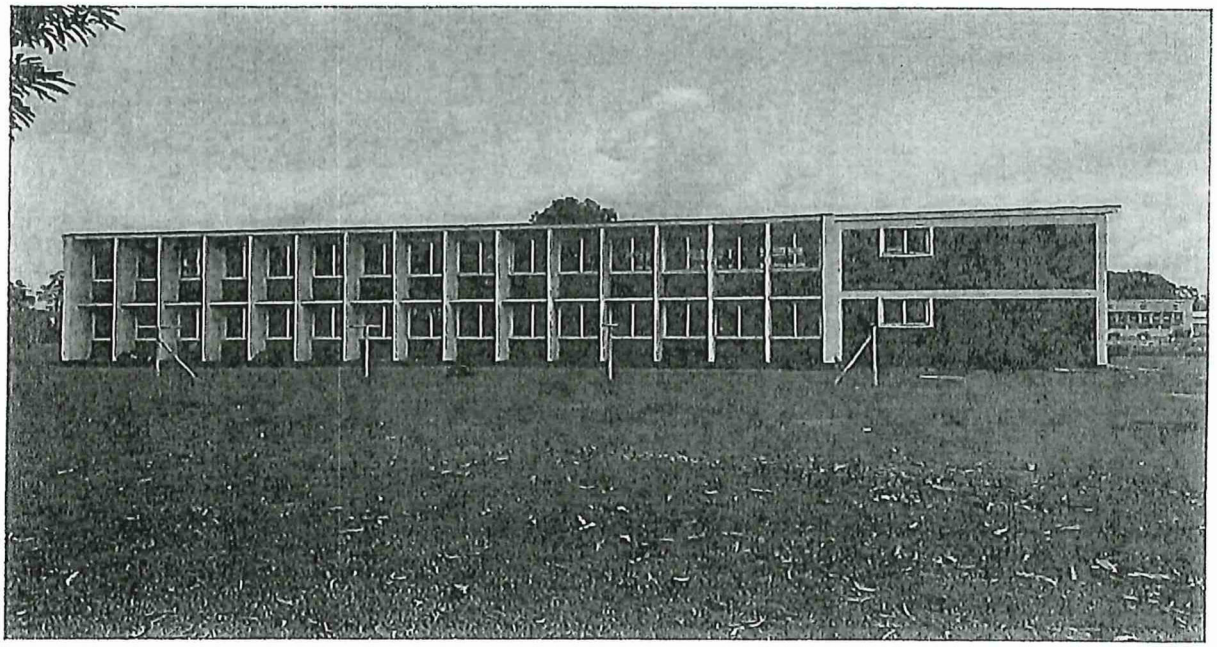
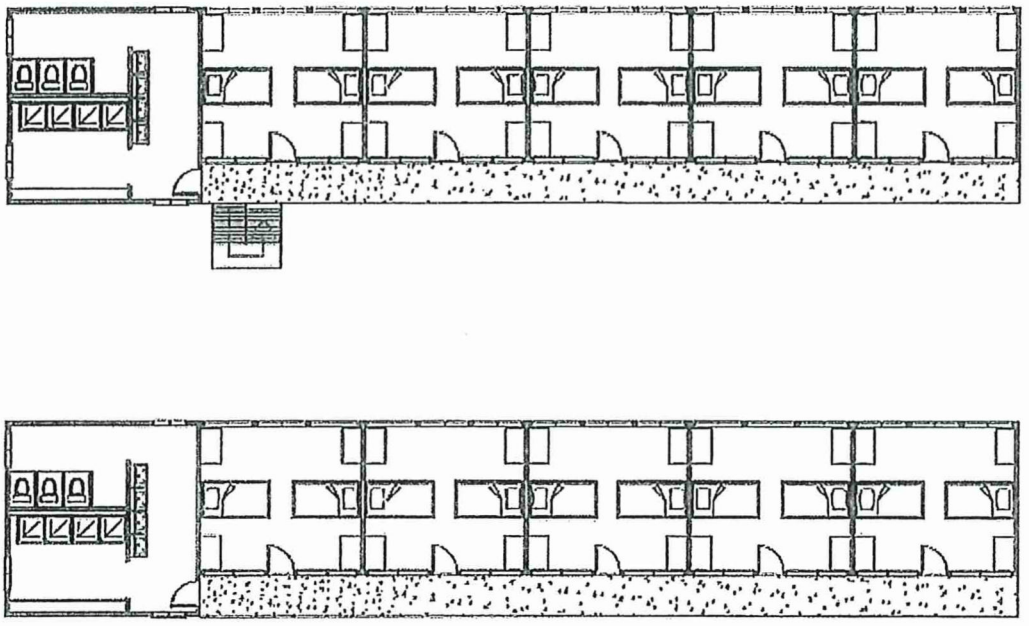


Figure 2. SIG-STONE East 1 dormioty floor plan



4. CARPENTRY WORK

The contractor shall perform the following carpentry works. Procedures shall include, but not necessarily be limited to, the following

4.1 Rooms (bottom& top floor)

Window

- ✓ The contractor shall carefully remove the louvre blades and louvre frames from all windows.
- ✓ The contractor shall ensure window frames are wash clean before applying two coats of white paint or color specified by the engineer in charge.
- ✓ The contractor shall replace existing galvanized louvre frames with new Palmair louvre frames;
- ✓ Replace broken louvre blades only; old louvre blades shall be wash clean before installing onto new Palmair louvre frames;
- ✓ Remove existing window security mesh, ready to receive high-grade invisi -gard mesh (to be install by the glazing supplier).

Door
- ✓ Replace broken wooden door frames & architraves were necessary.
- ✓ Ensure door frames are wash clean before applying two coats of paint (color to be specified by the client engineer).
- ✓ Replace broken doors leaf with new doors; new doors to be install with new entrance lockset and one double cylinder deadbolt lock.

Ceiling
- ✓ Remove all ceiling sheets and replace with new FC board for top floor only.
- ✓ Where necessary allow to replace broken and rotten ceiling noggins.
- ✓ Apply 3 coat gyprock compound to all FC sheet joints.

Interior Wall
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.

Floor
- ✓ Wash cleaned concrete floor at the bottom and top; ready to receive new vinyl tile.
- ✓ Install vinyl tiles on concrete floor in each room.
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.

Wardrobe
- ✓ Replace all broken and old wardrobes.
- ✓ Wardrobes in good condition shall be wash cleaned and apply two coats paint (color to be specified by the client engineer) where necessary.
- ✓ Install new hinges and locks to all wardrobe

4.2 Corridor/Veranda
- ✓ Pressure washes concrete wall surfaces to removed old paints and grease and apply two coat paint (color to be specify by the engineer in charge).
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint as existing color.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint as specified by the engineer in charge.

4.3 Ablution block/top and bottom floor

Toilet

- ✓ Replace broken toilet doors with new doors.
- ✓ Replace broken wall and floor tiles.
- ✓ Wash clean window frames; replace louvre frames with Palmair black louvre frames.
- ✓ Wash cleans the Solid core door at the main entrance and apply 2 coats of paint color specified by the engineer in charge. Where necessary install new door as per the engineer approval.

Shower.

- ✓ Replace broken wall and floor tiles or install new tiles in the entire shower block. Surfaces to receive wall tile shall be rough to allow strong bonding between concrete surface and tile.
- ✓ Replace broken toilet doors & wall partition where necessary.

Sink/wash basin

- ✓ Wash clean existing concrete sinks.
- ✓ Install new sinks where necessary.

Remove Hardware – Tables, desk, bed, chairs & others

Remove all hardware, hardware accessories and similar items in place and not to be painted or provide surface applied protection prior to surface preparation and painting operations. After completions re-install all removed items, Exceptional care must be taken to assure tidiness of work. Suitable temporary covers, masking, drop sheets, drapes and/or barriers shall be provided and maintained effectively where necessary to protect carpeting and furniture or other finishes that are to be painted or not to ensure what they are not exposed to paint and put at risk. These are to be removed when the protection is no longer required. Provide "Wet Paint" signs as required to protect newly painted surfaces. Carefully remove and reinstate paint splatters from adjacent surfaces.

Upon completion of the work all paint cans, other materials, containers, debris and protective coverings shall be cleaned up and removed from site and the Contractor shall leave the area in a clean, neat, and orderly condition satisfactory to the Contracting Officer

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

UNITED RISK SERVICES
INSURANCE BROKERS & RISK CONSULTANTS

Confirmation of Payment

Receipt No:	5907
Issued By:	Veronica Lafena

Received From:	AIMS CONSTRUCTION
The Sum Of:	2982 (Two Thousand Nine Hundred And Eighty Two Dollars)
Payment Date:	19/12/2022
Payment Type:	Cash
Reference:	Paid Cash - WOC (2022-23 NB)

Invoice No.	Policy No.	Policy Class	Insurer	Transaction Type	Invoice Total	Allocated	Outstanding
8729	TBA	WC	Capital Insurance (Solomon Islands) Ltd	New Business	$2,982.00	$2,982.00	$0.00

UNITED RISK SERVICES LTD
P.O. BOX 530, HONIARA
SOLOMON ISLANDS

United Risk Services Ltd: Fox Street | PO Box 530 | Point Cruz, Honiara, Solomon Islands
+677 21510/23206 +677 23640 info@unitedriskservices.com.sb www.unitedriskservices.com.sb

ANNEX III: POLICE CLEARANCE CERTIFICATES