



2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

BJAY ENG - Retention Payment for HCC Public
Abduction Renovations, Lot 2, Library

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 _____

09/01/24

Comments:



12:25

SOS

apib1.anz.com



Transaction or Request Lodgement Receipt

Transaction or Request Description: ANZ to Other Bank Transfer
 Transaction or Request Status: Posted
 Date / Time: 09/01/2024 16:45
 Transaction Number: AHO72145

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
 Transfer Amount in Local Currency: SBD 35,310.48
 Transfer From Amount: SBD 35,310.48
 Indicative :
 My Reference: 10%-Retention

Payment Details

Account Name: Bjay Engineering
 Account Number: 2000973020
 Bank Name: Bank of South Pacific
 Reference To Payee : Inv#20023-012

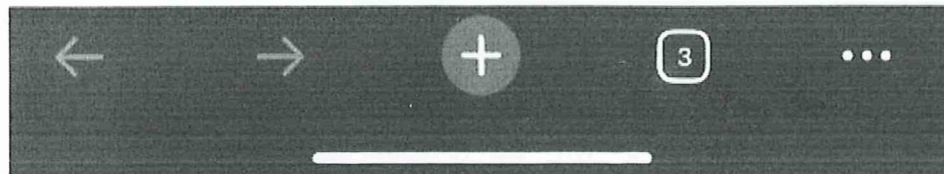
Pay Date : 09/01/2024



Comments:

***** Authorisation Details *****
 09/01/2024 16:45 Gregory Sale
 Authorisation Required for : ANZ to Other Bank Transfer (2A)
 09/01/2024 17:52 Christian Nieng
 Authorised -ANZ to Other Bank Transfer
 Comments : verified
 10/01/2024 01:25 Debbie Ofaeri Sifoni
 Authorised -ANZ to Other Bank Transfer
 10/01/2024 01:25 Debbie Ofaeri Sifoni
 Transaction Processed

©Copyright Australia and New Zealand Banking Group Limited ABN 11 005 375 522,
 1996-2024. ANZ's colour blue is a trade mark of ANZ.



Your Reference

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

Held for Authorisation
Transaction Number AHO72145

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 35,310.48

Transfer From Amount: SBD 35,310.48

Indicative :

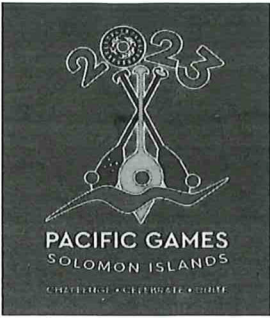
My Reference: 10%-Retention

Payment Details

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

amy

211124



NATIONAL HOSTING AUTHORITY

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

BJAY ENGINEERING
P.O Box 1240
Honiara
Solomon Islands

| | |
|-----------------|-----------|
| PAYMENT VOUCHER | |
| DATE | 8/01/2024 |

Cheque Number IB TRANS
Total Amount Paid \$35,310.48

Payment No.03 (10%) for Retention of Renovation HCC Public Ablutions - Lot 2: National Library

In Payment For the following invoices:

| Supplier Inv | Purchase No. | Invoice Date | Invoice Amount | Previous Payments | Current Payment |
|--------------|--------------|--------------|----------------|-------------------|-----------------|
| | 00002025 | 3/11/2023 | \$353,104.81 | \$317,794.33 | \$35,310.48 |

*Home.
For FC NHA
08/1/24*

[Signature]
8/1/24

Payment Voucher Prepared By: *[Signature]* Date: 8/1/24

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

**UPGRADE & RENOVATION WORKS FOR HONIARA CITY COUNCIL PUBLIC ABLUTIONS - LOT 2: NATIONAL LIBRARY HCC PUBLIC ABLUTION
BJAY ENGINEERING**

| Payment No. | DATE | | Award Amount | Retention 5% | With Holding Tax | Amount Paid | Status |
|--------------|-----------|-----|-------------------|--------------|------------------|-------------------|---------------------|
| | | | 381,734.93 | | 7.50% | | |
| No.1 | 3/11/2023 | 50% | 190,867.47 | | 14,315.06 | 176,552.41 | paid |
| No.2 | | 40% | 152,693.97 | | 11,452.05 | 141,241.92 | Paid |
| No.3 | 8/01/2023 | 10% | 38,173.49 | | 2,863.01 | 35,310.48 | Payment in Progress |
| | | | | | | - | |
| | | | | | | - | |
| TOTAL | | | 381,734.93 | - | 28,630.12 | 353,104.81 | |



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1285/23

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 3 of 10% for Retention for Satisfactory DPO of 1 Month, being for HCC Public Abolition renovation works, LOT 2, LIBRARY. | BJAY ENGINEERING | INVOICE # 20023-12 | \$38,173-49 2 |
| TOTALS | | | | | \$38,173-49 |

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$38,173-49 Date: 19/12/23
 Requisition Officer (Name): SOLEANA OCAHTE Sign: [Signature]

Account Code: G-2501
 Account Name: Maintain-Non Residential Build.

Funds available on this account: _____

Supervisors Certification (Accountable Officers):
 Certifying Officer (Name): LEEROY BIRD Sign: [Signature]
 Post: ED (PMU)
 Department: EXECUTIVE

Authority is granted for expenditure not exceeding:

SBD\$ 38,173-49
 Signed: [Signature]
 Name: MRS NJENT

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

Threshold Checklist

| | |
|---|--------------------------|
| Payment requires one quote (10,000 below) | <input type="checkbox"/> |
| Payment requires three quotes (\$10,000.00 above) | <input type="checkbox"/> |
| Is it a ITB Contract Payment | <input type="checkbox"/> |
| Is it a GTB Contract Payment | <input type="checkbox"/> |
| Payment is a Bid Waiver | <input type="checkbox"/> |

Compliance Check by: [Signature] Signature
 Name: Peter H Date: 20/12/23
 Position: CRM



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

copy of signed

DLP Report + Comp. Cert

See attached Approval

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

Department Compliance performed by:

Signed: [Signature]

Name and Position: HAZEL H (CA-ELECTRICAL)

Date: 20/12/2023

Procurement section Compliance performed by:

Signed: [Signature]

Name and Position: Timan Buid CPO

Date: 20/12/23

Finance Department Compliance performed by:

Signed: [Signature]

Name and Position: N. Nulan

Date: 28/12/23

NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



MEMORANDUM

To: Executive Director, NHA

Thru: Leeroy Bird, Executive Director, PMU

From: Patrick B. Rotoitau, PMU

NHA Ref: PBR-191223

Date: Tuesday 19th December 2023

SUBJECT: Request Payment 3 (10% Payment) for HCC Public Ablution Renovation Project – Lot 2 – Library to Bjay Engineering.

Dear ED,

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

Payment Summary

| Contract No | Contract Name | Description of Payment | Percentage | Amount of claim |
|-------------|---------------------------------------|------------------------------------|------------|-----------------|
| - | HCC Public Ablution – LOT 2 - LIBRARY | Payment No. 3 for Bjay Engineering | 10% | \$38,173.49 |

The contractor has been given the defects notification and has rectified all the defects listed in the defects list. All the rectification works for the defects listed in the defects list has been assessed and verified by PMU team, Therefore, I 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,

Patrick B. Rotoitau
Project Engineer, PMU

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



Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific
Games



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

PROGRESS PAYMENT CERTIFICATE NO: 03 (RETENTION)

| | | | |
|-------------------------|--|--------------------------|-----------|
| Payment Schedule Name: | Payment No. 3 - RETENTION | | |
| Project Name: | HCC PUBLIC ABLUTION - LOT 2 - NATIONAL LIBRARY | | |
| Service Provider: | Bjay Engineering | | |
| Supervisor: | Patrick B. Rotoitau | Certificate: | PC - 03 |
| Contract Administrator: | Soleana Gagahe | Date Invoice Received: | 19-Dec-23 |
| | | Date Issued for payment: | 19-Dec-23 |
| | | Contract No: | N/A |

| A PROGRESS CLAIM SUMMARY | | | | |
|-------------------------------|-----------------------------------|------------------|-----------------|------------|
| REF | PROGRESS CLAIMS | CONTRACT DETAILS | PAYMENT DETAILS | NOTES |
| 1 | Contract Value | \$ 381,734.93 | | |
| 2 | Payment 1 (30% of Contract Value) | \$ 190,867.47 | | |
| 3 | Payment 2 (40% of Contract Value) | \$ 152,693.97 | | |
| 4 | Payment 3 (10% of Contract Value) | \$ 38,173.49 | \$ 38,173.49 | This Claim |
| 4 | Progress Claim to date | \$ 343,561.44 | | |
| 5 | Original Contract Value | \$ 381,734.93 | | |
| 6 | Total Adjusted Contract Value | \$ 381,734.93 | | |
| 7 | Balance of Contract Payment | \$ 38,173.49 | | |

| B PAYMENT DETAILS | | |
|---|----|-----------|
| Progress payment for this claim | \$ | 38,173.49 |
| Retention-Purchaser retains 5% of this payment pursuant to clause | | |
| Amount payable for this claim after Retention | \$ | 38,173.49 |

Payment is certified as conform to payments terms and conditions as stated in the Service Contract Agreement between NHA and DSEL Services Engineering Limited

| | | |
|--|--|-----------------------------|
| Payment is hereby certified: | Patrick B. Rotoitau (Project Engineer) | 19/12/2023 Date |
| Complianced and approved by: | Soleana Gagahe (Contract Administrator) | 19/12/23 Date |
| Claim is hereby approved for payment by: | Leeroy Bird (Executive Director - PMU) | 19/12/23 Date |

On presentation of this original to the Employer, the Contractor is entitled to payment as per the Service Contract Agreement between NHA & Bjay Engineering.



P.O box 1240, HONIARA

INVOICE

Date: 18/12/2023

INVOICE NO: 20023-12

TO: National Hosting Authority
Solomon Islands Government
PO Box 2443
Honiara

Attn; Patrick- NHA

payment 3

Being for 10% Payment 3 and final of Retention Claim for Upgrading of HCC Public Ablution Block to National Library for pacific Games 2023.

| QTY | Description | Unit Price | Total price |
|-----|---|------------|--------------------|
| 1 | <p>HCC National Library-- Upgrading and Renovation works for HCC Ablution block.</p> <p>Total Contract Price of SBD381,734.93</p> <p>Please raise Payment 3 and final for Retention Claim of (10%) of SBD</p> <p>Ref: Refer to our Contract Agreement</p> | | \$38,173.49 |
| | TOTAL | | \$38,173.49 |

Please note:- All prices in SBD

- BN:2018-2742
- IRD TIN: 1214657

BANK DETAILS;

Bjay Engineering, Account #: 2000973020 (BSP CHO)



We have LOCAL Expertise in: Building constructions & maintenances, plumbing repairs & maintenances, metal fabrication works & fencing, Electrical licensing, Electrical installations and Repairs, Air conditioning & Refrigeration installations, maintenance & repairs, Car Air-conditioning repairs & maintenance, solar designing, installation & maintenances.



DEFECT LIABILITY RECTIFICATION NOTICE

Issued to BJAY Engineering
Defect Liability Notice: 1 Months
Project name: Upgrade of HCC Public Ablutions
Project Number:
Project Site: LIBRARY ABLUTION
Building Name: HCC PUBLIC ABLUTION - LIBRARY
Lot No: 1

Subject: Request rectification of defected works at the HCC Public Ablution - LIBRARY

In conformity of your Contract with the National Hosting authority in which your retention payment (10%) held against defect Liabilities as security of your completed works, you are hereby required as per contract terms and conditions to rectify defects identified as in defect list attached with this request letter.

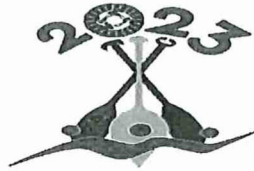
Please do liaise with the Project manager Concern and rectify all defects identified. Your retention payment will be paid upon satisfactory completion and certification of the defects as required.

Attached herewith defects list

Sincerely

A handwritten signature in black ink, appearing to read 'Soleana' followed by a flourish.

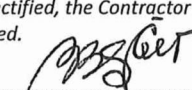

Soleana Gagahe
Contracts Manager
Project management Unit



PACIFIC GAMES
SOLOMON ISLANDS

Project Management Unit
National Hosting Authority

Defect List

| Project Name: | Upgrade of HCC Public Ablution | Defects Liability Period: | 30 Days |
|--|---|--|---|
| Project Site Engineer: | Patrick Betheone Rotoitau | Actual date of DLP Lapses: | 17 th November to 17 th December 2023 |
| Project Site : | LIBRARY - HCC PUBLIC ABLUTION | Contractor: | BJAY Engineering |
| Defect No. | Defect Description | Rectification works required | Expected Defects rectification Completion |
| | Mould on walls area due to painted wet surfaces | - Sanding, wash off and apply one coat of paint of the same colour. | 14/12/2023 |
| 2 | Gutter – Short gutter down pipe. | - Extend the downpipe to ensure minimal water drain out impact. | 14/12/2023 |
| 3 | Wall Wash basin | - Tighten the screws to ensure the wash basin is firmly attached to the wall | 14/12/2023 |
| <p><i>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.</i></p> <p>Issuance of this notice in conformity with the Contract by Project Engineer:  Date: 13/12/2023</p> <p>Patrick B. Rotoitau (Project Management Unit)</p> <p>Counter Signed by the Contracts Manager:  Date: 13/12/23</p> <p>Soleana Gagahe (Project Management Unit)</p> | | | |



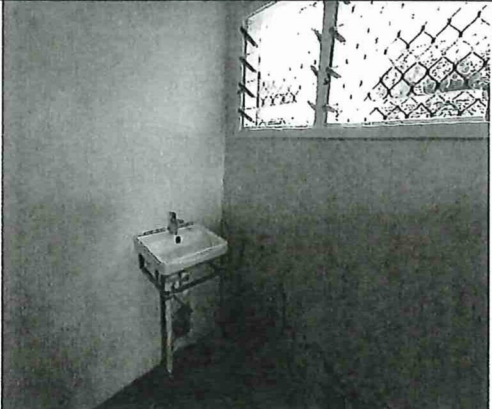


P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defects List - Attachment

The contractor is required to properly rectify the defects and complete the works listed below before release of retention payment.

| Item. | Photos | Defects No. |
|-------|---|-------------|
| 1. |  | 1 |
| 2. |  | 2 |
| 3. |  | 3 |



Defect Report

Date: 18th December 2023

To: Purchaser's Project Manger
National Hosting Authority
PO box 2443, Honiara

Attention: Purchaser's Site Engineer - NHA

RE: REPORT OVERVIEW FOR REPAINTING OF INTERNAL AND EXTERNAL WALLING

Introduction

This Report covers the work progress and the work out comes done by Bjay Engineering for been successfully completed the above works to National Library ablution Block.

PURPOSE

The purpose of this Report is to update the project management unit on the progress and work out comes for the Repainting works.

Works been carried out;

- 1. Apply undercoat with sealer paint**
- 2. Apply first and final coat with off white paint**

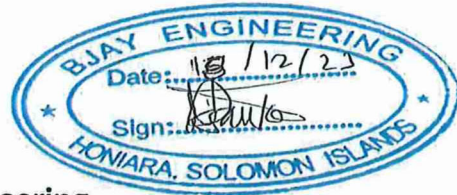
Over-Views

Figure 1: Carried out inspection, cleaning of the surface walling and apply painting.



Prepared by team Bjay Engineering.

Jesse Dorauvo



For: Bjay Engineering



P O BOX 2443 Sea King Building, Honiara Solomon Islands

@PH

PROJECT MANAGEMENT UNIT

Defect Assessment Report.

| PROJECT DETAILS: | |
|--|--|
| PROJECT NAME: | Upgrade of HCC Public Ablution |
| CONTRACT #: | |
| CONTRACTOR: | BJAY Engineering |
| WORK TYPE: | General Works |
| PROJECT SITE: | HCC Public Ablution - LIBRARY |
| LOT #: | Lot 2 |
| BUILDING NAME: | LIBRARY ABLUTION |
| DEFECTS PERIOD: | 1 Months (17 th November 2023 – 17 th December 2023) |
| DEFECTS INSPECTION REPORT DATE: | 13 th December 2023 |
| REPORT PREPARED BY | Patrick B. Rotoitau |



P O BOX 2443 Sea King Building, Honiara Solomon Islands

@PH

PROJECT MANAGEMENT UNIT

Inspection Summary

1. **Contractor:**

1.1 **BJAY Engineering** have notified the NHA – PMU of the completion of one (1) months' defects liability period (DFLP) on the 17th December 2023

2. **Client - NHA PMU**

2.1 NHA –PMU conducted site inspection on the 13/12/2023

2.2 As per contract, defects liability period payment shall be paid upon satisfaction of all defects rectified by the contractor after three months of practical completion.

3. **Action**

3.1 After inspection, NHA –PMU has identified defects on the building – HCC Public Ablution LIBRARY.

3.2 NHA –PMU have issued the contractor a defect liability rectification notices to rectify defects identified as in the defect list attached. (*See defect list attached*)

4. **Conclusion:**

6.1 The contractor began defects rectification work on the 16th December 2023 and completed the defects work on the 17th December 2023. After final inspection, the Project Manager can confirm that the defects work has been properly completed and satisfactorily rectified by the contractor.

Refer summary below for defects rectified work details.





P O BOX 2443 Sea King Building, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

| Activity | Photos | Status |
|-------------|--|------------|
| Painting |  | Completed. |
| Guttering | | Completed |
| Wash Basins |  | Completed |



**PACIFIC GAMES
SOLOMON ISLANDS
PROJECT MANAGEMENT UNIT
NATIONAL HOSTING AUTHORITY**

Date: 20/12/23

DEFECTS COMPLETION REPORT CERTIFICATE

| | |
|--|---|
| To: Jesse Dorauvo BJAY Engineering <i>(The Contractor)</i> | To: Leeroy Bird Executive Director National Hosting Authority, Project Management Unit. PMU <i>(The Employer)</i> |
| Contact person: Jesse Dorauvo | Contact person: Patrick B. Rotoitau |
| Address: P.O Box 1240 Panatina Ridge | Address: Sea King Building P.O.Box 2443, Honiara, SI |
| Telephone: 72 31376 | Telephone: 77 02888 |

| |
|---|
| Contract no: |
| Contract title: Upgrade of HCC Public Ablution – LOT 2 - Library Ablution. |

| DEFECTS CERTIFICATE | | | |
|---|--|-----------------|-------------|
| | day | month | year |
| Completion achieved on: | 17th | December | 2023 |
| The end of the last <i>defects correction period</i> is: | 17th | Dec | 2023 |
| The <i>defects date</i> is: | 13th | Dec | 2023 |
| This Defects Certificate Date is: (at the later of the <i>defects date</i> or the end of the last <i>defects correction period</i>) | 20th | Dec | 2023 |
| Defect reference | List of Defects modified before the <i>defects date</i> which the <i>Contractor</i> 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. | | |
| | | | |

Works checked and certified by the Project Engineer:

.....
Signature:

Patrick B. Retortan
.....
Name:

19/12/2023
.....
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:

.....
Signature:

Leeroy B
.....
Name:

19/12/23
.....
Date:



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT


CERTIFICATE OF FINAL COMPLETION


| | | | |
|------------------|---------------------------------|---|--------------------------------|
| PROJECT NAME: | UPGRADE OF HCC PUBLIC ABLUTIONS | PROJECT REF: | LOT 2 - LIBRARY |
| NHA PROJECT REF: | LOT 2 - LIBRARY | LOT NO: | 02 |
| CONTRACT NO: | | BUILDING NO: | 02 |
| CONTRACTOR: | BJAY ENGINEERING | CERTIFICATE NO: | 01 |
| WORK TYPE: | GENERAL WORKS | DPL (Defect Liability Period) | 1 Months |
| PROJECT SITE: | LIBRARY | DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE | 17 th November 2023 |
| BUILDING NAME: | HCC PUBLIC ABLUTION - LIBRARY | DEFECT PERIOD LAPSE DATE: | 17 th December 2023 |

The works performed under this contract has been inspected by the authorized project engineer representing Project Management Unit of National Hosting authority for the aforementioned contract and is hereby declared complete final on this date of 19th December 2023.

The list of items associated with the certificate of substantial completion have been satisfactorily completed.


Project Management Unit of National Hosting Authority hereby accepts final completion with a lapse of defects period.

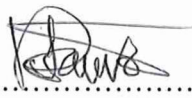

.....
Patrick B. Rotoitau
Project Engineer


.....
Soleana Gagahe
Contracts Manager


.....
Leeroy Bird
Executive Director

Contractor hereby accepts construction project as finally complete:


.....
Managing Director
BJAY Engineering
(Contractor)


.....
Project Manager
BJAY Engineering (Contractor)

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



CONTRACT AGREEMENT

FOR

UPGRADE & RENOVATION WORKS FOR HONIARA CITY
COUNCIL (HCC) PUBLIC ABLUTIONS

Lot 2: Upgrade of the National Library HCC Public Ablution

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

BJAY ENGINEERING

October 2023

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SECTION I: CONTRACT AGREEMENT

This Contract Agreement is made between the two parties mentioned as the Purchaser and Contractor herein described as below.

The Purchaser

The Purchaser herein named as the Government of the Solomon Islands, which has its seat in Honiara, represented by the National Hosting Authority, legally represented in this matter by Mr Christian Nieng, the Executive Director, NHA, hereinafter referred to as the Purchaser,

And

The Contractor:

The Contractor herein named as Bjay Engineering which has its registered office in Honiara, legally represented in this matter by Mr Roy Smith Brian, hereinafter referred to as the Contractor, and have agreed to the Upgrade & Renovation Works for Honiara City Council (HCC) Public Ablutions – Lot 2: Upgrade of the National Library HCC Public Ablution herein mentioned as Works specified in the Scope of Works.

1. The price of the execution of Works is confirmed in the Schedule of Estimated Quantities as part of the submission dated Wednesday 11th October 2023.
2. The total accepted Bid Price shall be SBD\$ Three Hundred Eighty-One Thousand Four Hundred Thirty-Five Dollars and Ninety-Three Cents (SBD \$381,734.93). The agreed price for the execution of the Works is fixed for the duration of the Contract.
3. The place where the Works have to be executed shall be at National Library, Central Honiara - Solomon Islands.
4. The time limits for execution of the Works shall be maximum of 2 weeks and shall be on the basis turnkey specific contract process.
5. The Contractor shall strictly comply with the terms and conditions as mentioned in the Special & General Contract Conditions for the Execution of Works and the Technical Specifications/Bill of Quantities/Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.
6. The Contractor, herein Bjay Engineering shall make invoice(s) to the Purchaser at the Address mentioned as Project Management Unit of National Hosting Authority, quoting the, the amount of progress payment as per schedule and above-mentioned Contract number and name.
7. This Contract is subject to the provisions of the attached General Conditions of Contracts for the Execution of Works.
8. This Contract is made up of the following documents, in order of precedence:
 - *this Contract Agreement*
 - *the Special Conditions of Contract;*
 - *the General Conditions of Contract;*

- *Payment Schedule*
- *Scope of Works/ Specifications*
- *Specifications & General Requirements*
- *Site Setout & Drawings.*
- *Annexes to the Contract*
 - Tender Award Letter
 - Performance Securing Declaration
 - Contractor's Priced Bill of Quantities
 - Contractor's Insurance Certificate
 - Contractor's HCC License
 - Contractor's Company Haus License
 - Contractor's Inland Revenue Division Tax Certificate
 - Contractor's Work Schedule

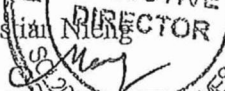

The various documents making up this Contract shall be deemed to be mutually explanatory; in cases of a different interpretation, the documents shall prevail in the order in which they appear above.

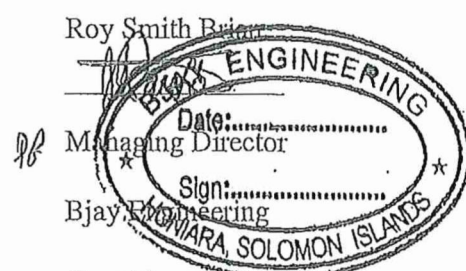
SIGNING OF CONTRACT AGREEMENT

This Contract enters into force on the date on which it is signed by both Parties [and ends as soon as the Execution of the Works has been completed].

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 Niung | Name: Roy Smith Bui |
| Signature:  | Signature:  |
| Designation: Executive Director National Hosting Authority | Designation: Managing Director Bjay Engineering HONIARA, SOLOMON ISLANDS |
| Date: 31.1.10./2023 | Date: 30.1.10./2023 |



Witness signing by Project Management Unit/NHA

| | |
|-----------|---|
| Signature |  |
| Name: | Leero Niung |
| Title: | Executive Director PMU |
| Date: | 30.1.10./2023 |



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 Purchaser's request on the Contractor's site prior to Delivery.
- 1.5 **PURCHASER:** 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 Purchaser'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 Purchaser and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** The Purchaser or the Contractor, depending on the context.
- 1.9 **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.
- 1.10 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.
- 1.11 The **PROJECT MANAGER** is the person named in the Special Conditions of the Contract (SCC) (or any other competent person appointed by the Purchaser and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.
- 1.12 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.
- 2.2 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 Purchaser in the Technical Specifications and Scope of Works, 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 Purchaser, 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 Purchaser and will not alter the agreed payment date.
- 3.4 The Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser might expect based on the Contract.
- 4.2 If the Purchaser 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 in 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 Purchaser 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 60 days of discovering this fact. If the Contractor receives such a notification from the Purchaser, the Contractor will rectify the defect or non-conformity within a period set by the Purchaser 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 Purchaser has not accepted explicitly and in writing. The Contractor indemnifies the Purchaser against all claims in this regard.
- 4.5 The Purchaser 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 Purchaser.
- 4.6 The Purchaser 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 Purchaser.

- 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 Purchaser's request, the Works may be regularly inspected by the Purchaser, or a third party designated by the Purchaser during the execution of the Contract. However, the Purchaser is not obliged to carry out such an Inspection.
- 5.2 If the Purchaser wishes to inspect the Works:
- a. the Contractor will allow the Purchaser, or a third party appointed by the Purchaser full access to the location where the Contractor is executing the Contract.
 - b. the Contractor will, upon request and at no cost to the Purchaser, cooperate with the Inspection and facilitate the Purchaser or a third party appointed by the Purchaser 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 Purchaser rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Purchaser, to rectify without delay, at its own expense and risk, the defects and notify the Purchaser when the Works are ready for a new Inspection. The provisions of Article 5 apply in full. Rejection by the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser.
- 8.4 If the Contractor breaches its duty of confidentiality, the Purchaser 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 Purchaser 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 Purchaser, stating the date and number of the Contract and other details requested by the Purchaser.
- 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 Purchaser.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Purchaser will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Purchaser has the right to offset invoice amounts owed against amounts that the Contractor owes the Purchaser.
- 10.4 The Purchaser may withdraw retention payment from the Contractors milestone payments. The total sum of the accumulated retention payment shall be released after satisfactory performance after the Defects Liability Period and upon verification by the Client.
- 10.5 Payment of an invoice by the Purchaser 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 Purchaser should make an Advance Payment prior to the start of the Works, the Contractor will issue the Purchaser with an Advance Payment bank guarantee in advance of making the payment to the Contractor. This Advance Payment bank guarantee issued by the Contractor will cover the value of the Advance Payment. The Purchaser is not required to pay any of the cost of the guarantee.
- 11.2 The 'Advance Payment Guarantee' will be issued by a bank approved by the Purchaser, in accordance with the model attached to the Standard Bidding Documents.
- 11.3 The Purchaser may allow the Contractor to claim Milestone payments and allow an offset of the Advance Payment to the milestone payments.

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 Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Purchaser 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 Purchaser 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 Purchaser and the Purchaser 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 Purchaser has the right to dissolve the Contract in accordance with the provisions of Article 15.
- 16.3 The Purchaser, 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 Purchaser. 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 Should the Purchaser require it, the Contractor will provide the Purchaser 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 Purchaser has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Purchaser 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 Purchaser'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 Purchaser's prior written consent. The Contractor has no right to change the insured sum to the Purchaser's disadvantage without the Purchaser'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 Purchaser in advance all rights to the payment of insurance proceeds as referred to in paragraph 20.1, in so far as such proceeds relate to

damage for which the Contractor is liable to the Purchaser 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 Purchaser, without prejudice to the Purchaser's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Purchaser will be deducted from the amount of compensation the Contractor is required to pay to the Purchaser 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 Purchaser'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 Purchaser was not informed of this prior to the signing of the Contract, the Purchaser 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

22.1 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

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

Article 24 Long-term obligations

24.1 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: SPECIAL 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 | <p>a. THE PURCHASER IS:</p> <p>National Hosting Authority Solomon Islands Government P.O. Box 2443 Honiara, Solomon Islands</p> <p>b. THE CONTRACTOR:</p> <p>Bjay Engineering Panatina Ridge Honiara Solomon Islands Email: bjayengineering101@gmail.com Mob: 7564549</p> <p>c. THE LOCATION SITE IS:</p> <p>National Public Library, Central Honiara – Solomon Islands</p> |
| | 1.12, 1.13 | <p>o THE PURCHASER'S PROJECT MANAGER IS:</p> <p>Patrick Roitotau Project Management Unit National Hosting Authority Email: PRoitotau@sol2023.com.sb</p> |
| | | <p>o THE CONTRACT ADMINISTRATOR IS.</p> <p>Soleenna Gagahe Contracts Manager Project Management Unit National Hosting Authority Email: SGagahe@sol2023.com.sb</p> <p>o CONTRACTOR'S PROJECT MANAGER</p> <p>Roy Smith Brian Bjay Engineering Panatina Ridge</p> |

| | | |
|---------------------------------|-----|--|
| | | Honiara Solomon Islands Email: bjayengineering101@gmail.com Mob: 7564549 |
| 3. Delivery of the Works | 3.1 | The works shall be completed within 2 weeks from the Contract Commencement date. <i>Note: For this Contract, a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.</i> |
| 4. Guarantee | 4.5 | The Defects Liability Period shall be 1 month, 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: a) 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 Purchaser, in lieu of a Performance Security. The Performance Securing Declaration is at <u>Section X: Annex II</u> (page 38) of the Contract. |
| 5. Inspection | 5.1 | Inspection and tests by the Purchaser or 3 rd party in name of the Purchaser regarding the Execution of the Works and the quality levels applied to may be implemented as follows: <ul style="list-style-type: none"> The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Purchaser or their representative to announce their inspection beforehand. |
| 6. Contacts | 6.1 | <p>THE PURCHASER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS:</p> <p>Leeroy Bird Executive Director Project Management Unit National Hosting Authority Email: LBird@sol2023.com.sb</p> <p>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Roy Smith Brian Bjay Engineering Panatina Ridge Honiata</p> |

| | | |
|---|------|---|
| | | Solomon Islands Email: bjayengineering101@gmail.com Mob: 7564549 |
| 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, and the variation is assessed by the Employer to be necessary and the price quoted is reasonable. |
| 10. Payment | 10.1 | <p>a) Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if in grievance with the Contractor authorise payment of the claim.</p> <p>b) If there is a difference between the assessed works complete and the claim amount the Contractor is to adjust the claim to match the value of the completed works.</p> <p>c) Payment for milestone completion shall conform to the payment schedule as in section III of the Contract.</p> |
| | 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 | The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence. |
| 12. Penalty (Liquidated Damages) | 12.1 | Applicable rate for the Liquidated damages is: 0.1% per day. |
| 14. Contractor's Liability | 14.1 | Notwithstanding Article 14.1 of the GCC, the Contractor's liability is twice the Contract value as stated in the Contract between Purchaser and Contractor. |
| 20. Insurances | 20.1 | <p>Contractor shall provide with their tender to following proof of insurance:</p> <ul style="list-style-type: none"> - Workmen's Compensation As required by SI Law - Third Party Liability SBD 2,000,000 - Equipment for use in Project Replacement Value |

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of the Contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractor's milestones and claims. If there are any inconsistencies of milestones claims from the Contractor; these milestones and Payment Schedule stated herein supersedes such Contractor's claims

| CONTRACT VALUE | | | SBD\$ 381,734.93 |
|---------------------|--|----------------|----------------------|
| PAYMENT NUMBER | MILESTONE DESCRIPTION | AMOUNT CLAIMED | AMOUNT DUE PAYABLE |
| Payment No. 1 | Mobilization (50%) Payment shall be made upon contractor's mobilization to site, and commencement of Works. | \$ 190,867.47 | \$ 190,867.47 |
| Payment No.2 | 40% payment shall be made upon completion of all Works as per the Scope of Works and upon verification by the Project Manager and Issuance of the Practical Completion Certificate to the Contractor | \$ 152,693.97 | \$ 152,693.97 |
| Payment 4-Retention | 10% Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after one month of Practical Completion. | \$ 38,173.49 | \$ 38,173.49 |
| TOTAL | | | \$ 381,734.93 |

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

1. Introduction

This Statement of Works for the National Library HCC Public Ablutions Upgrade includes the information about the Ablution building to be upgraded and the type of works details. The National Library HCC Ablution renovation works will be carried out on the existing HCC Public Ablution building. The detailed Scope of Works for each ablution to be renovated are categorized generally into three categories; Carpentry Works, Plumbing Works and Electrical Works.

The details on the deliverables, timeline, milestones and reports explaining and narrating how the project's goals will be achieved are also discussed under each appropriate section.

This document contains details of all the Carpentry, Plumbing & Electrical Works - Scope of Works for the National Library HCC Ablution Block, to be carried out by the Contractor.

1.1. Project Purpose.

The upgrade of the National Library HCC Ablution – as part of the 2023 Pacific Games Upgrade to HCC Public Ablutions is one of the important projects the Solomon Islands Government, through the National Hosting Authority, Games Facilities Committee - Project Management Unit - manages in Preparation for the hosting of the Pacific Games 2023. This Project will ensure that public ablutions will be upgraded to meet Pacific Games Ablutions Standards and deemed fit to be used during the games as ablutions for the General Public during the Pacific Games. Thus, the project is aimed at meeting standards and requirements of the 2023 Pacific Games and to ensure that HCC Ablutions and generally, Honiara environment is a healthy and supportive environment during the games. On the other hand, this HCC Ablution upgrade will benefit the Honiara general public post-games.

1.2. Site and Location of Work

The National Library HCC Public ablution is located within Central Honiara Town. Due to the Location and other school and public programs, strict approaches will be used during the execution of the project to coordinate and ensure a proper delivery of the project while ensuring minimum disruption of school and public activities. The work location (refer to map 1) will be accessible throughout so there will be site meetings to be conducted depending on progress at the site and others as required contractually.

2. Scope of Works

This projects mainly focuses on renovating/upgrading HCC Public Ablutions that would be used during Pacific Games 2023. The renovation work mainly includes the following works:

1. Carpentry Works
2. Plumbing Works
3. Electrical Works

The following pages gives detail summary of specific steps that needs to be taken to achieve each task and goals on time.

2.1. BOYS ABLUTIONS

2.1.1. Carpentry Works

N.B. Contractor is required to carry-out a general carpentry assessment of the scoped and allocated buildings/rooms and must always comply with any scope of work adjustment.

❖ DOORS

- ✓ Remove existing door(s) and stow away in designated areas.
- ✓ Install new door(s) timber frames allowing for new solid core standard door size
- ✓ Install new door(s) leaf with complete accessories

❖ WINDOWS

- ✓ Replace any damaged window timber frames with new ones
- ✓ Replace old and damaged windows louvre frames with new palmair louvre frames
- ✓ Replace damaged/missing louvre glasses

❖ CEILING

- ✓ Replace any old and damaged ceiling sheets
- ✓ Install new ceiling fc sheets with proper plaster finishing.

❖ TOILET/SHOWER PARTITION WALLS & DOORS

- ✓ Wash clean existing partition walls
- ✓ Replace any old and damaged partition walls with new ones
- ✓ Remove and replace old and damaged toilets and shower doors with new doors and complete accessories.

❖ GAPS AND CRACK FILLING/MAINTAINANCE

- ✓ Ensure all gaps/cracks are filled and maintained.

❖ PAINTING WORK

➤ *Interior Painting*

- ✓ Apply undercoat to all surfaces to be painted
- ✓ Apply 2 coat paint of ceiling flat to all ceiling's surfaces
- ✓ Apply 2 coat paint of off-white to all interior walls
- ✓ Apply 2 coat paint (same colour as existing) to all Windows and door frames

2.1.2. Plumbing Works

N.B. Contractor is required to carry-out a general plumbing assessment of the scoped and allocated buildings/rooms and must always comply with any scope of work adjustment.

❖ TOILETS

- ✓ Demolish all old damaged toilet pans, cisterns and other accessories.
- ✓ Install all new toilet pans and accessories.
- ✓ Install new toilet paper holders
- ✓ Wash cleans all toilet accessories.

❖ SHOWERS

- ✓ Replace any damaged shower assembly with new sets.
- ✓ Replace any damaged shower roses with new ones
- ✓ Replace any old damaged or missing soap holder, towel rail and other shower accessories

❖ URINAL TRUNK

- ✓ Remove/demolish existing tiled – concrete urinal tray
- ✓ Check water supply pipes and waste pipes functionality and integrity.
- ✓ Install 3 new urinal trunk, ensuring other functional areas are maintained.
- ✓ Install proper separation board/privacy board.

❖ FLOOR SLAB

- ✓ Ensure a proper water blasting of floor area (Interior & Exterior)

❖ TILING WORK

- ✓ Wash Clean all floor tile surfaces
- ✓ Remove and replace damaged and crack tiles with new ones of same specifications
- ✓ Do a proper tile striping and proper re-grouting of floor tile surface.

❖ HAND WASHING BASIN

- Interior Wash Basins
- ✓ Remove and replace any old and damaged existing wash basin with new one (set) of the same specification.
- ✓ Wash clean all existing and functioning wash basins.
- ✓ Ensure water is accessible and proper sealing of water supply pipes, traps and waste pipes.

❖ DRAINAGES AND WASTE PIPES

- ✓ Maintain existing (exterior/interior) drainages.
- ✓ Carry out a proper maintenance and ensure all existing floor wastes are clog-free.
- ✓ Carry out a proper maintenance and ensure all existing wastes pipes are clog-free.

2.1.3. Electrical Works

N.B. Contractor is required to carry-out a general electrical assessment of the scoped and allocated buildings/rooms and must always comply with any scope of work adjustment.

- ✓ Carry-out a general electrical assessment.
- ✓ Remove and replace all damaged GPOs
- ✓ Remove and replace all damaged light fittings
- ✓ Proper re-arrangement of electrical fixtures (new cable lining and lights)

2.2. GIRLS ABLUTIONS

2.2.1. Carpentry Works

N.B. Contractor is required to carry-out a general carpentry assessment of the scoped and allocated buildings/rooms and must always comply with any scope of work adjustment.

❖ DOORS

- ✓ Remove existing door(s) and stow away in designated areas.
- ✓ Install new door(s) timber frames allowing for new solid core standard door size
- ✓ Install new door(s) leaf with complete accessories

❖ WINDOWS

- ✓ Replace any damaged/deteriorated window timber frames with new ones
- ✓ Replace old and damaged windows louvre frames with new palmar louvre frames
- ✓ Replace damaged and any missing louvre glasses

❖ CEILING

- ❖ Replace any deteriorated ceiling sheets
- ❖ Install new ceiling fc sheets with good finishing.

❖ TOILET/SHOWER PARTITION WALLS & DOORS

- ✓ Wash clean existing partition walls
- ✓ Replace any old and damaged partition walls with new ones
- ✓ Remove and replace old and damaged toilets and shower doors with new doors and complete accessories.

❖ GAPS AND CRACK FILLING/MAINTAINANCE

- ✓ Ensure all gaps/cracks are filled and maintained.

❖ PAINTING WORK

➤ *Interior Painting*

- ✓ Apply undercoat to all surfaces to be painted
- ✓ Apply 2 coat paint of ceiling flat to all ceiling's surfaces
- ✓ Apply 2 coat paint of off-white to all interior walls
- ✓ Apply 2 coat paint (same colour as existing) to all Windows and door frames

2.2.2. Plumbing Works

N.B. Contractor is required to carry-out a general plumbing assessment of the scoped and allocated buildings/rooms and must always comply with any scope of work adjustment.

❖ TOILETS

Contractor is to;

- ✓ Demolish all old damaged toilet pans, cisterns and other accessories.
- ✓ Install all new toilet pans and accessories.
- ✓ Install new toilet paper holders
- ✓ Wash cleans all toilet accessories.

❖ SHOWERS

Contractor is to;

- ✓ Replace any damaged shower assembly with new sets.
- ✓ Replace any damaged shower roses with new ones
- ✓ Replace any old damaged or missing soap holder, towel rail and other shower accessories

❖ FLOOR SLAB

- ✓ Ensure a proper water blasting of floor area.

❖ TILING WORK

- ✓ Wash Clean all floor tile surfaces
- ✓ Remove and replace damaged and crack tiles with new ones of same specifications
- ✓ Do a proper tile striping and proper re-grouting of floor tiles

❖ HAND WASHING BASIN

- Interior Wash Basins
- ✓ Remove and replace any old and damaged existing wash basin with new one (set) of the same specification.
- ✓ Wash clean all existing and functioning wash basins.
- ✓ Ensure water is accessible and proper sealing of water supply pipes, traps and waste pipes.

❖ DRAINAGES AND WASTE PIPES

- ✓ Maintain existing (exterior/interior) drainages.
- ✓ Carry out a proper maintenance and ensure all existing floor wastes are clog-free.
- ✓ Carry out a proper maintenance and ensure all existing wastes pipes are clog-free.

2.2.3. Electrical Works

N.B. Contractor is required to carry-out a general electrical assessment of the scoped and allocated buildings/rooms and must always comply with any scope of work adjustment.

- ✓ Carry-out a general electrical assessment.
- ✓ Remove and replace all damaged GPOs
- ✓ Remove and replace all damaged light fittings
- ✓ Proper re-arrangement of electrical fixtures (new cable lining and lights)

2.3. EXTERIOR WORKS

❖ CONCRETE SLAB

- ✓ Construct a new M25 concrete slab (of 4000mm width, 6240mm length and 150mm thickness, sloping (1%) outward.) (*Refer to drawings*)
- ✓ Concrete slab to take into account storm water flow direction.

❖ ROOF MAINTENANCE AND GUTTERING

- ✓ Carry out a proper roof maintenance (Gap filling, etc)
- ✓ Remove and replace damaged fascia boards.
- ✓ Install new gutter with complete accessories (downpipes etc.)

❖ NEW WATER TANK INSTALLATION

- ✓ Construct a new concrete tank stand base (*see drawings*)
- ✓ Install a new 5000L tank onto the finished concrete tank base and connect all necessary accessories.
- ✓ Install a new water pressure pump with complete accessories. (pump cage etc.)

➤ EXTERIOR PAINTING

- ✓ Complete sanding and stripping off of flaking paints on all existing painted surfaces.
- ✓ Apply undercoat to all surfaces to be painted
- ✓ Apply 2 coat Paint (same color as existing) to all exterior walls' surfaces (full building)
- ✓ Apply 2 coat paint (same color as existing) to exposed timber lattices (rafters & fascia boards etc.) and Columns/posts.

SECTION VI: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: PERFORMANCE SECURING DECLARATION

ANNEX III: CONTRACTOR'S PRICED BILL OF QUANTITIES

ANNEX IV: CONTRACTOR'S INSURANCE CERTIFICATE

**ANNEX V: CONTRACTOR'S HONIARA CITY COUNCIL
BUSINESS LICENSE**

**ANNEX VI: CONTRACTOR'S COMPANY HAUS
CERTIFICATE**

**ANNEX VII: CONTRACTOR'S INLAND REVENUE TAX
CERTIFICATE**

ANNEX VIII: CONTRACTOR'S WORK SCHEDULE

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: Chairman, National Hosting Authority

Thru: Christian Nieng, Executive Director, NHA

Thru: Leeroy Bird, Executive Director, PMU

From: Patrick B. Rotoitau, PMU

Ref: PBR - 161023

Date: Monday 16th October 2023



**SUBJECT: REQUEST FOR BID WAIVER – PROPOSED RENOVATION WORKS AT
HIPS, NATIONAL LIBRARY AND CENTRAL MARKET HCC PUBLIC ABLUTIONS
FOR PACIFIC GAMES 2023.**

Dear ED,

I hereby request the approval for the above subject underlined matter.

With urgency to deliver the required facilities for the Pacific Games 2023, NHA-PMU is seeking the service of works of qualified contractors to do renovation works for the upgrade of HIPS, National Library and Central Market HCC Public Ablution. The upgrade of these HCC Public Ablutions is urgent, as the general public will be in dire need of Public Ablutions during the Pacific Games.

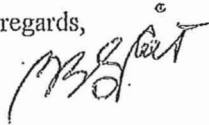
Waiver is required to quickly identify contractors for the renovation works as required, however, while waiver of the tender process, collection of quotes was conducted where nine contractors requested to submit their costings.

Attached are the following documents for your review and approval.

1. Bid waiver (tender process)
2. RFQ (Scope)
3. Seven bid costs from contractors
4. TEC Report

Considering this factor, NHA-PMU kindly request your approval to grant a bid waiver for the works to proceed.

Kind regards,


Patrick B. Rotoitau
Project Engineer
Project Management Unit – PMU



NATIONAL HOSTING AUTHORITY
Solomon Islands Government

Bid / Quotation Waiver

In some instances, it is recognised it may not be possible to observe the requirements of competitive quotations or tendering as is stipulated in the FIs, and in which case a Bid Waiver Form must be completed. This is prepared by the Division / Section making the purchase, and must be approved by the authority that would approve a purchase of that value (e.g. GTB for Bid Waivers on purchases over \$1,000,000). The waiver will only be granted in circumstances where observing the normal requirements would result in detriment to the people or assets of the Solomon Islands, or where no benefit would be obtained by observing the requirements.

Example where a waiver would be granted include but would be limited to the below.

- In a declared emergency (e.g. SI at War, Emergency, Natural Disaster)
- There is a genuine market limitation on the number of suppliers.
- Equipment is specialized or technical in nature.

Description of Product / Service

RENOVATION WORKS – HCC PUBLIC ABLUTIONS.

REASON FOR REQUEST (Please Tick)

| | | | | | |
|---------------------------|-------------------------------------|------------------------------------|--------------------------|-----------|-------------------------------------|
| Genuine Market Limitation | <input type="checkbox"/> | Natural Disaster | <input type="checkbox"/> | SI at War | <input type="checkbox"/> |
| Public Emergency | <input checked="" type="checkbox"/> | Technical or Specialized Equipment | <input type="checkbox"/> | Other | <input checked="" type="checkbox"/> |

Please summarise the reason for the request (you may attach further support if necessary)

NHA –PMU is currently in the process of construction renovation works for three HCC Public Ablutions. As part of our development plan, NHA –PMU require construction services to upgrade the HCC Public Ablutions buildings for general public use during the Games.

However, NHA – PMU are facing time constraints that necessitate an urgent approach to this matter. The project scheduled to complete by mid-November and is highly compressed, and the planned commencement date is rapidly approaching. Given these time constraints waiver is required to quickly identify contractors for the works as required, however, while waiver of the tender process, collection of quotes was conducted where nine (9) contractors requested to submit their costings.

NHA –PMU (TEC) hereby recommends 3 contractors for this renovation works as follows;

Lot 1 (HIPS HCC Public Ablution) _ Wan Build Construction - \$371,435.78

Lot 2 (National Library HCC Public Ablution) _ Bjay Engineering - \$381,734.93

Lot 3 (Central Market HCC Public Ablution) _ Red Label Logistics- \$582,573.85

NHA –PMU had proven these companies have the experience, equipment, expertise and professionalism to deliver the works with highest standards, on time and within budget.

Recommended Contractors;

Lot 1 – Wan Build Construction

Lot 2 – Bjay Engineering

Lot 3 – Red Label Logistics

| | |
|----------------------------------|--|
| Requested by: Division / Section | Signed:  Date: 23/10/23 |
| Project Management Unit (GFC) | Leeroy Bird Post: Executive Director (PMU) |
| Approved by: Accounting Officer | Signed:  Date: 23/10/23 Christian Nieng Executive Director National Hosting Authority |



**NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES**



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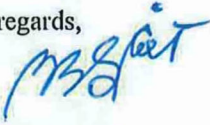
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