

NHA-DFAT FUND

Brelly Enterprises LTD
P.O Box R1164
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 27/01/2023

Payment Number: AFW87155

Payment Amount: \$93,493.38

Claim 2 Progress - 35% Carpentry Works

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000977	23/12/2022	\$267,123.93	\$0.00	\$53,424.79	\$93,493.38



Transaction or Request Lodgement Receipt

Transaction or Request Description: ANZ to ANZ Transfer
Transaction or Request Status: Posted
Date / Time: 27/01/2023 15:52
Transaction Number: AFW87155

Transaction Details:

Account Transfer of SBD 93,493.38

From Account: 5691140

To Account: 4932632

Notes for Recipient: Pay2 KGVI-Games Village

Notes for Myself: Pay2 35% progress Claim

Pay Date : 27/01/2023

Comments:

***** Authorisation Details *****

27/01/2023 15:52 Pauline Tovua

Authorisation Required for : Transfer Between My Accounts (2A)

27/01/2023 16:10 Christian Nieng

Authorised -Transfer Between My Accounts

Comments : verified

27/01/2023 16:15 Debbie Ofaeri Sifoni

Authorised -Transfer Between My Accounts

27/01/2023 16:15 Debbie Ofaeri Sifoni

Transaction Processed

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Your Reference

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

Held for Authorisation Transaction Number AFW87155

Transaction Details

Account Transfer of SBD 93,493.38
From Account: 5691140
To Account: 4932632
Notes for Recipient: Pay2 KGVI-Games Village
Notes for Myself: Pay2 35% progress Claim

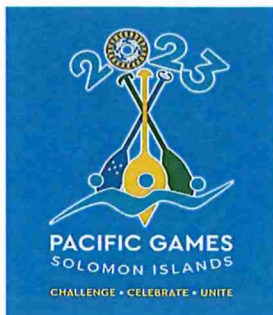
You can view the status and details of your transactions and requests for the last 12 months via ANZ Internet Banking.



XLANE: BELL INTERPRESE

ACCOUNT #: 4932632

BANK: ANZ.



NATIONAL HOSTING AUTHORITY

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

BRELLY ENTERPRISES LTD
P.O Box 1164
Honiara
Solomon Islands

PAYMENT VOUCHER

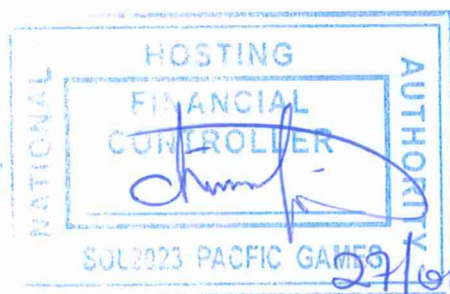
DATE 27/01/2023

Cheque Number IB TRANS
Total Amount Paid \$93,493.38

Payment No. 02 (35%) Games Village for labour base contract for schools - KGVI Carpentry- A19/ Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
01	00000961	23/12/2022	\$267,123.93	\$53,424.79	\$93,493.38



Payment Voucher Prepared By: _____

Date: _____

27/01/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

BRELLY ENTERPRISES LIMITED

PREFERRED CONTRACTOR FOR GAMES VILLAGE -KGVI CARPENTRY/ A19 / 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	

DEPARTMENT:

PURCHASE REQUISITION

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 Tapa, Executive Director, PMU
From: Ronny Saomatangi, PMU
NHA Ref: RS-201222
Date: Tuesday 18th January 2022

27/1/23
25/01/23

SUBJECT: Approval of Payment for Progress Claim No. 2 (35%) for completion of 50% of work for LOT 2 KGVI- B10 -SIGSTONE EAST 2

Dear ED,

As per Part IV "Payment Schedule" of the Contract between NHA and BRELLY ENTERPRISE I refer to the above subject, your approval is hereby sought to BRELLY ENTERPRISE 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

Signature: Date: 27/01/23
Mr Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved

Cc. FC



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

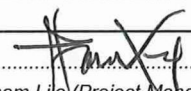
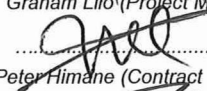
PROGRESS PAYMENT CERTIFICATE NO: 02

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 National Secondary School-Sigstone East 2		
Contractor:	Brelly Enterprise		
Project Manager	Graham Lilo	Certificate:	PC - 02
Contract Administrator:	Gloria Hopkins	Date Invoice Received:	16-Jan-23
		Date Issued for payment:	24-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:		24/01/23
	Graham Lilo (Project Manager)	Date
Compliance and approved by:		25/01/23
	Peter Himane (Contract Manager)	Date
Claim is hereby approved for payment by:		25/01/23
	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.

P.O BOX 1164, HONIARA, SOLOMON ISLANDS
Specialist, general building construction & maintenance

[illegible]



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 TASMAN BOYS DORMITORY**

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

BRELLY ENTERPRISE

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 **BRELLY ENTERPRISE** ("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 Tasman Boys Dormitory**, 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 Tasman Boys Dormitory 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 Tasman Boys Dormitory – 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.

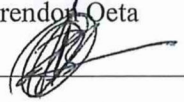
Any further amendment shall not be considered unless otherwise agreed by both Parties.

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

Name: Christian Nieng
Signature: 
Designation: Executive Director
National Hosting Authority
Date: 24.01/2023

For the Contractor

Name: Brendon Oeta
Signature: 
Designation: Managing Director
Brelly Enterprise
Date: 23.01/2023

As witnessed by Project Management Unit (GFC) Representative:

Name: Eldon Tapa
Signature: 
Designation: Executive Director, PMU
Date: 23.01/2023



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

PROJECT MANAGEMENT UNIT COMPLETION REPORT

PROJECT DETAILS:	
DOCUMENT NAME	KGVI – LOT 2 – B8- SIGSTONE WEST EAST 2 <i>Grady</i>
CONTRACT #	GTB 05/21
CONTRACTOR	BRELLY ENTERPRISE
CONTRACT START DATE	22nd December 2022
REPORTING PERIOD	18 th January 2023
REPORT PREPARED BY	Ronny Saomatangi

Inspection Summary

BRELLY ENTERPRISE have notified the Project Management Unit of the completion of 50% of work for B10- SIGSTONE EAST on the 12th 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	Install louvre frames and louvers

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 B10-SIGSTONE EAST 2. KGV LOT 2

Activity	Photos
Replace Bottom and top floor rotten window frames and wash clean exterior	

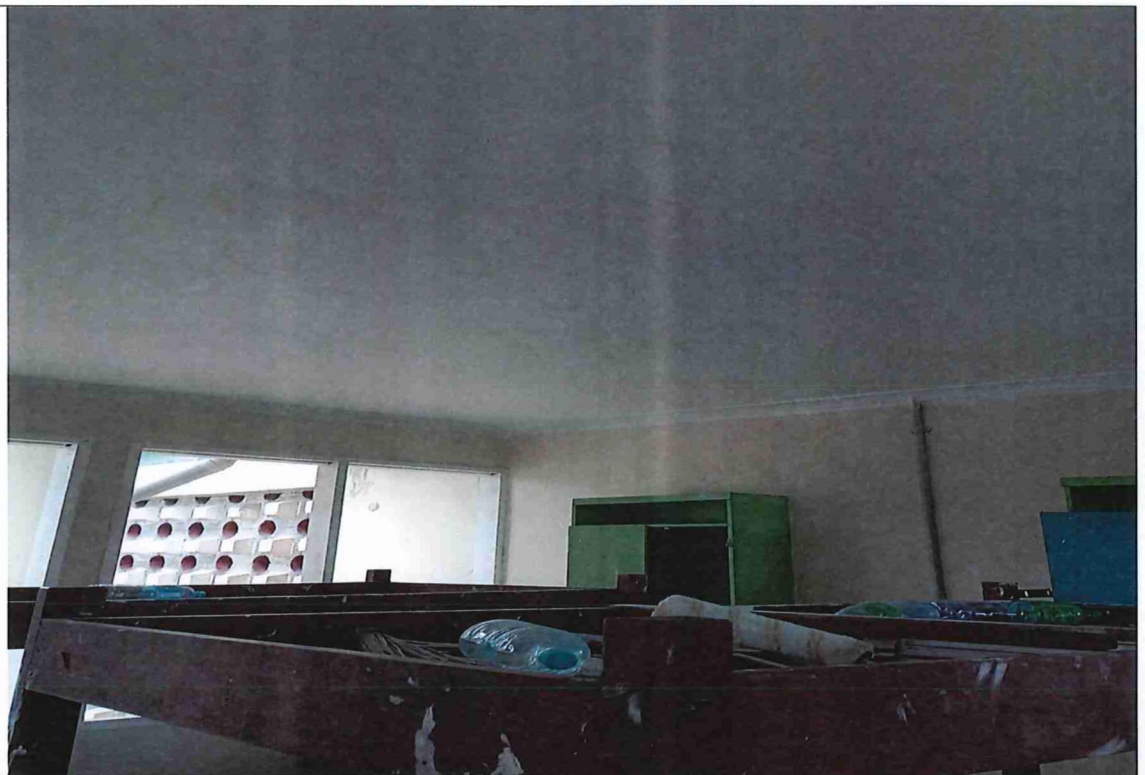
Corridor
ceiling
and
window
frames
one coat
paint.



Top floor
new
ceramic
tiles



Top floor
ceiling
first coat



Top floor
Fibro
ceiling
and three
coat
gyprock
compund



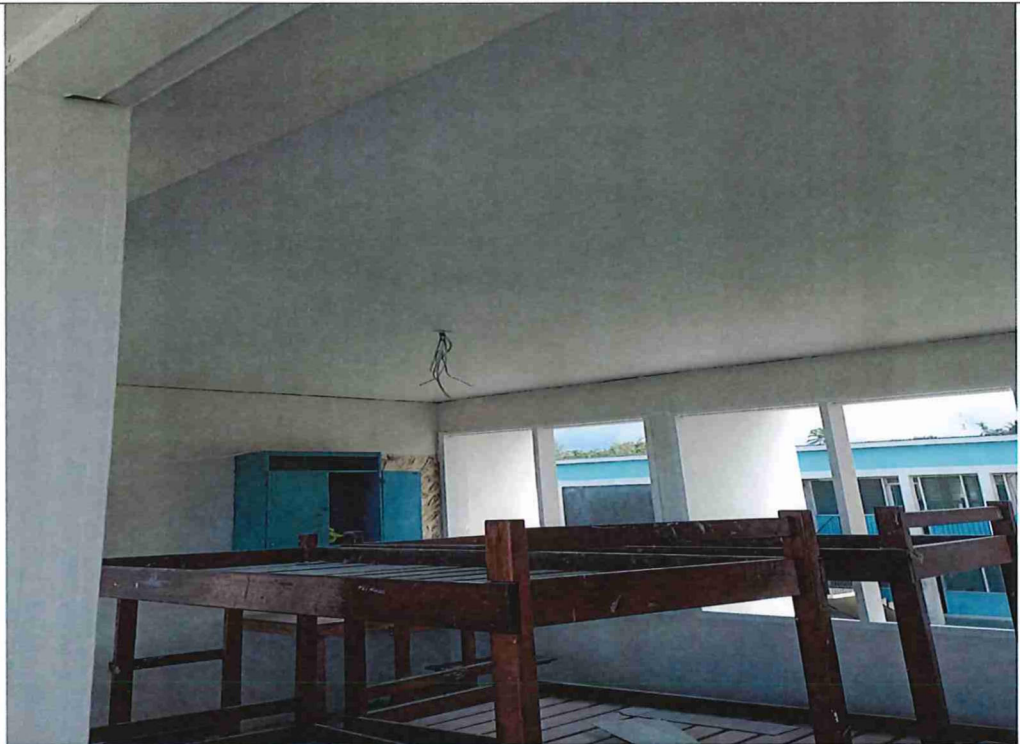
Top floor
rooms
ceiling
with
cornice
install
and one
coat paint
and
louvre
frames
installed



**Window
frames
being
replace**

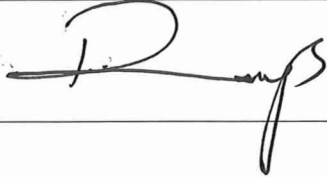


**Top floor
room
first coat
paint**



**Bottom
floor and
top
ablution,
remove
all
existing
ceramic
tiles.**



Site engineer comments	All works completed and have complied with contract terms.	
Site engineer sign off.		Ronny Saomatangi Site engineer.

Brelly Enterprises
Honiara
Ph: 8860460/7805945
24th January 2023

National Hosting Authority
Honiara

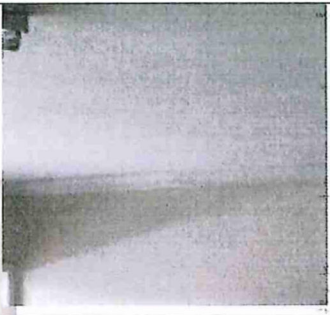
Dear Sir/Madam

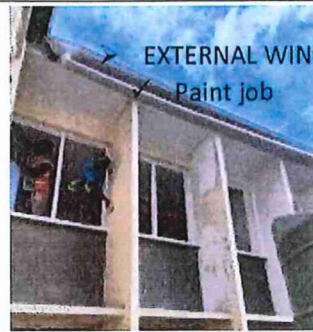
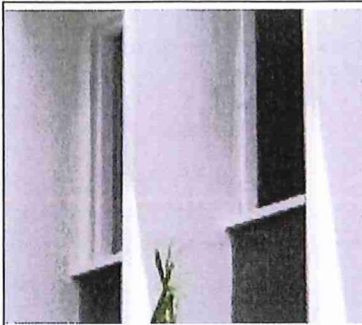
Sigstone East 2 Grelly

KG 6TH School Hostel Repair/ Renovation Works Lot 2 Sixton Building

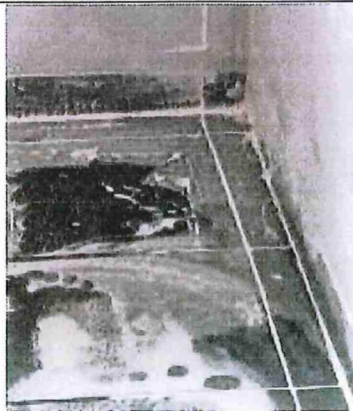
I hereby submit this report on the work(s) which is currently underway at the King George School which our construction company is currently engaged in and also to verify our job(s) done in our work progress with the progress of the works.

WORKS BRIEF OUTLOOK

DESCRIPTION OF WORK(S)	REMARKS
 	✓ CEILING WORKS ✓ Installation of Gyprok board ✓ Sanding ✓ Paintings
 	✓ WINDOW WORKS ✓ Sanding ✓ Painting ✓ Re-Installation Louver frames • Internal windows



EXTERNAL WINDOWS
Paint job



CK (Shower block)

Brelly Enterprises

Brendon Oeta



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 TASMAN BOYS DORMITORY

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

BRELLY ENTERPRISE

(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

BRELLY ENTERPRISE (hereinafter “the Contractor”), of Honiara, Solomon Islands, of the other part represented by **Brendon Oeta**, herein the Managing Director of **Brelly Enterprise**,

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: TASMAN BOYS DORMITORY

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*

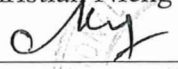
17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.
18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants 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

Name: Christian Nieng
Signature: 
Designation: Executive Director
National Hosting Authority

Date: 21/12/2022

For the Contractor

Name: Brendon Oeta
Signature: 
Designation: Managing Director
Brell Enterprise



Date: 21/12/2022

Witness signing by Project Management Unit/NHA

Signature: 

Name: Eldon Tapa

Title: Executive Director

Date: 28/12/22



SECTION II: GENERAL CONDITIONS OF CONTRACT

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

- 1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.
- 1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.
- 1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
- 1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.
- 1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
- 1.6 **CONTRACTOR:** The Employer's counterparty.
- 1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** The Employer or the Contractor, depending on the context.
- 1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
- 1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.
- 1.12 The **Project Manager** is the person **named in the Contract Terms & Conditions** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.
- 1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

- 2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 1.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

- 3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.
- 3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.
- 3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.
- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing.
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 'In writing' is understood to include 'electronically', provided:
- a. the notification can be consulted by the addressee.
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
- 8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.
- 8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

- 9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.
- 9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.
- 10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

- 12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.
- 12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:
- a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.
- 16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

- 18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
- 18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

- 21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.
- 21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. THE PURCHASER IS: National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands b. THE CONTRACTOR: Brelly Enterprise P.O. Box R1164 Honiara Solomon Islands Email: rodasiolly2010@gmail.com Mob: 7459616 c. THE LOCATION SITE IS: LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: TASMAN BOYS DORMITORY
	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: <i>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.</i>
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 3 rd 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 Tapa Executive Director Project management Unit Email: ETapa@sol2023.com.sb THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:

		Brendon Oeta Brelly Enterprise P.O. Box R1164 Honiara Solomon Islands Email: rodasiolly2010@gmail.com Mob: 7459616
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.
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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 Tasman Boys Dormitory – Ground Floor	\$101,073.92	\$101,073.92
Payment No.3	35% payment shall be paid upon completion of carpentry works for Tasman Boys Dormitory – Top Floor	\$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

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SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

SECTION 1: SCOPE OF WORK /SPECIFICATION FOR RENOVATING THE INTERIOR AND EXTERIOR FOR SIGSTONE EAST 2 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 2 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 2 Girls dormitory, KGV School

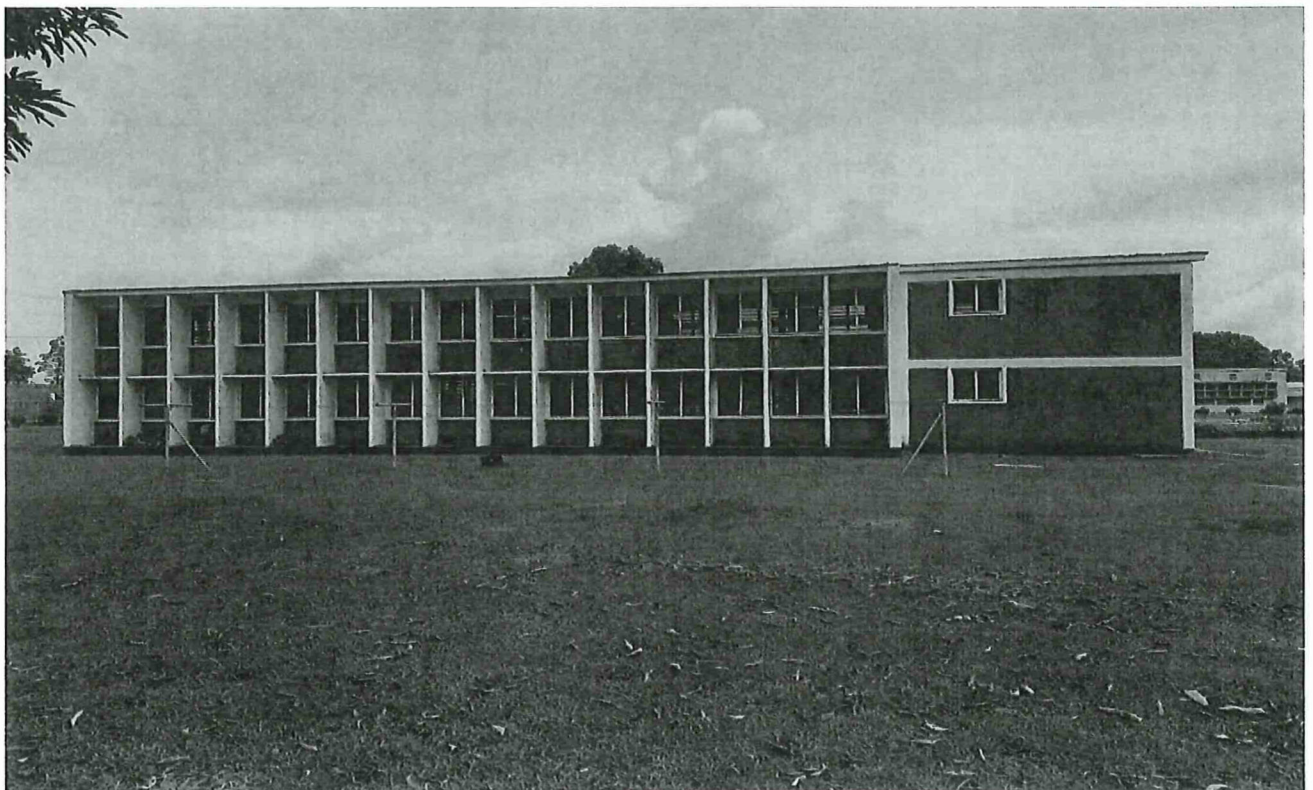
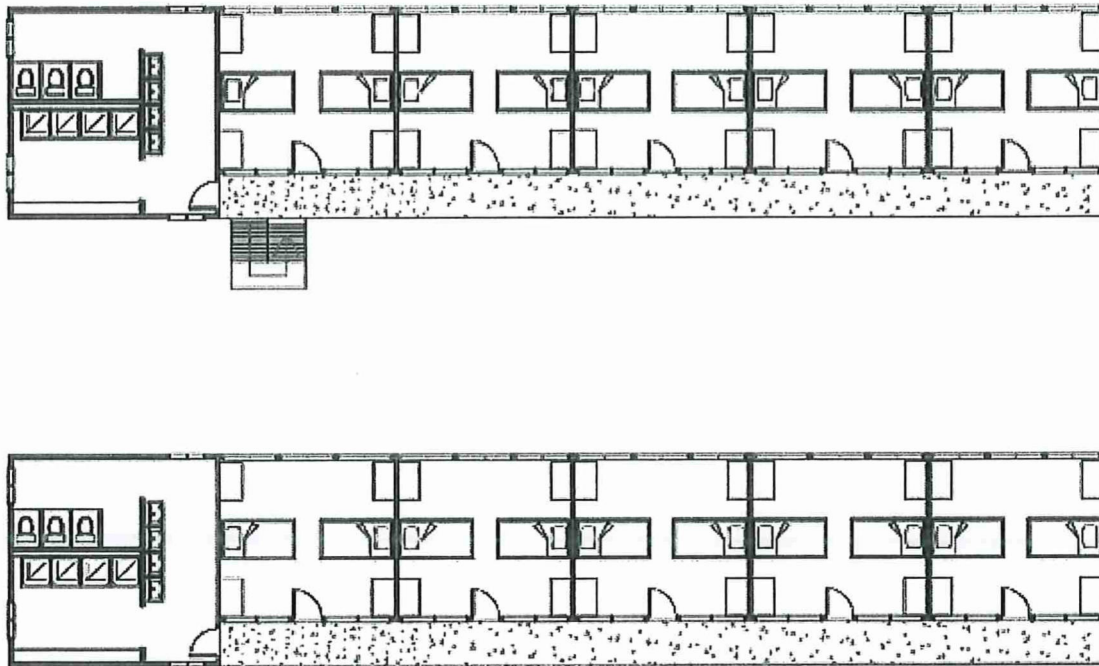


Figure 2. SIG-STONE East 2 dormitory floor plan



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;

SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

- ✓ Remove existing window security mesh, ready to receive high-grade invisible mesh (to be installed by the glazing supplier).

Door

- ✓ Replace broken wooden door frames & architraves where necessary.
- ✓ Ensure door frames are washed 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 installed 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 coats of 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 discontinuities.

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 washed clean 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 remove old paints and grease and apply two coats paint (color to be specified 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 coats 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 Palmar 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.

NOTE

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: Brendon Oeta
Managing Director
Brelly Enterprise
P.O.Box R1164
Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – KGV1 / CARPENTRY / A19 / 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,



National Hosting Authority
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

Capital

INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

01 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME : Brely Enterprise

POLICY TYPE : Workers Compensation

POLICY NUMBER : 60253

PERIOD OF INSURANCE : From 15 November 2022 at 4:00pm
To 15 November 2023 at 4:00pm

INTEREST INSURED : Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law

GEOGRAPHICAL LIMITS : Anywhere in Solomon Islands

SUMS INSURED : As per benefits under the Workers Compensation Act
Common Law Liability Limit - \$150,000 per event

POLICY EXTENSION : Haus-Krai \$10,000 per employee/claim

STANDARD DEDUCTIBLE : Nil applies

INTERMEDIARY : United Risk Services Ltd

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.



Shirley S. Hohoko
Senior Underwriter

Suite 208, Hyundai Mall, PO Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

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	✓		
<i>Signal</i> Draft Contract (not yet signed by Supplier)	P7 10.1	✓ + Attachment no 1 & no 2		
Tender Award by ITB/GTB	P7 10.1	✓		
PR signed by requisition officer		✓		
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Progress Report of works/Photos etc		✓		
Completion report if goods/services and works have been completed		N/A		
Other reports if any (goods and services)		N/A		
Payment certificate from Engineer matching amount in Requisition		✓		
Invoice from Contractor matching amount in requisition		✓		
Compliance checks required and done by Procurement				
Contract form approved and Signed by Chairman/EDs	P7 27.2			
PR has been signed by authorized person (and not approving payment to themselves)	P7 44			
Check amount on PR matches the signed contract				
Account code used is correct	P7 38.5(e)			
Name on PR matches signed contract	P7 38.5(e)			
Check price and rates are reasonable	P7 43.2(b)			
Data entry checks for PV and Cheque payments done by Finance Department				
Amount entered in AX matches Requisition				
Account code in AX matches Requisition				
Vendor name in AX matches Requisition				
Item code and Units entered (e.g. box, each) correctly				
Description has enough detail				
Check dates on future instalments entered correctly				
Budget OK				

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

Department Compliance performed by:

Signed: 

Name and Position: GLORIA HOPKINS -CA

Date: 05/01/2023

Procurement section Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

Finance Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____



ADDENDUM NO. 2

ADDENDUM TO THE AGREEMENT OF THE CONTRACT

FOR

**UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES
2023**

**LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL
CARPENTRY WORKS**

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

BRELLY ENTERPRISES LIMITED

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 **BRELLY ENTERPRISE LTD** ("the Contractor").

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI Carpentry Works**, 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 2: CONTRACT AGREEMENT** - The Paragraph (10) has been amended as follows:

10. The contractors supplied labourers or workers shall performed the works as agreed by Site Engineer whenever he sees fit the Site building, to be relocated from the Tasman Boys Dormitory Ground Floor to the new building as mentioned below:

Name of Building: B10- SIGSTONE EAST 2 DORMITORY

Both parties agreed herein for the amended clauses and parts of the original contract fully supersedes the original and agreed clauses and parts referenced.

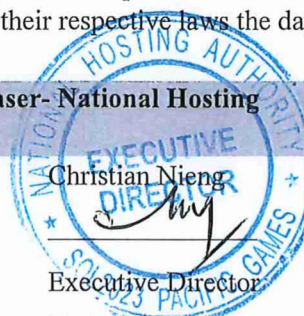
This amendment shall form part of the contract and can be read or interpreted part of the original Contract.

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

Name: Christian Nieng
Signature: 
Designation: Executive Director
National Hosting Authority
Date: 25/01/2023

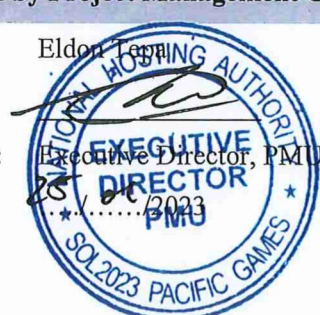


For the Contractor

Name: Brendon Ceta
Signature: 
Designation: Managing Director
Brelly Enterprise Ltd
Date: 25/01/2023

As witnessed by Project Management Unit (GFC) Representative:

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





ADDENDUM NO. 2

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FOR

**UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES
2023**

**LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL
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between

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(Solomon Islands Government)

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BRELLY ENTERPRISES LIMITED

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The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGV Carpentry Works**, 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.

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Name of Building: B10- SIGSTONE EAST 2 DORMITORY

Both parties agreed herein for the amended clauses and parts of the original contract fully supersedes the original and agreed clauses and parts referenced.

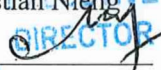
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IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For the Purchaser- National Hosting Authority

Name: Christian Nieng

Signature: 

Designation: Executive Director
National Hosting
Authority

Date: 25/01/2023

For the Contractor

Name: Brendon Oeta

Signature: 

Designation: Managing Director
Brelly Enterprise Ltd

Date: 25/01/2023

As witnessed by Project Management Unit (GFC) Representative:

Name: Eldon Tapa

Signature: 

Designation: Executive Director, PMU

Date: 25/01/2023



NHA-DFAT FUND

Brelly Enterprises LTD
P.O Box R1164
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 13/03/2023

Payment Number:	AGC72959
-----------------	----------

Payment Amount:	\$93,493.38
------------------------	-------------

Final payment no.03-35% GV -KGVI Carpentry work- A19-lot 2

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000977	23/12/2022	\$267,123.93	\$0.00	\$146,918.17	\$93,493.38

**Transaction or Request Lodgement Receipt**

Transaction or Request Description: ANZ to ANZ Transfer
Transaction or Request Status: Posted
Date / Time: 13/03/2023 12:11
Transaction Number: AGC72959

Transaction Details:

Account Transfer of SBD 93,493.38

From Account: 5691140

To Account: 4932632

Notes for Recipient: Final Payment #03. -35% L/base - KGVI -a19/Lot 2

Notes for Myself: Invoice #03

Pay Date : 13/03/2023

**Comments:**

***** Authorisation Details *****

13/03/2023 12:11 Gregory Sale

Authorisation Required for : Transfer Between My Accounts (2A)

14/03/2023 08:37 Christian Nieng

Authorised -Transfer Between My Accounts

Comments : verified

14/03/2023 14:43 Debbie Ofaeri Sifoni

Authorised -Transfer Between My Accounts

14/03/2023 14:43 Debbie Ofaeri Sifoni

Transaction Processed

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**Transaction or Request Lodgement Receipt**

Transaction or Request Description: ANZ to ANZ Transfer
Transaction or Request Status: Held for Authorisation
Date / Time: 13/03/2023 12:11
Transaction Number: AGC72959

Transaction Details:

Account Transfer of SBD 93,493.38

From Account: 5691140

To Account: 4932632

Notes for Recipient: Final Payment #03. -35% L/base - KGVI -a19/Lot 2

Notes for Myself: Invoice #03

Pay Date : 13/03/2023

Comments:

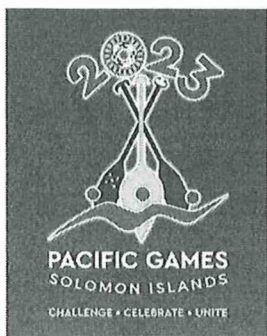
***** Authorisation Details *****

13/03/2023 12:11 Gregory Sale

Authorisation Required for : Transfer Between My Accounts (2A)

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NATIONAL HOSTING AUTHORITY

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

BRELLY ENTERPRISES LTD
P.O Box 1164
Honiara
Solomon Islands

PAYMENT VOUCHER

DATE 9/03/2023

Cheque Number ~~915560~~

Total Amount Paid \$93,493.38

Final Payment No. 03 (35%) Games Village for Completion of labour base contract for schools - KGVI Carpentry- A19/
Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
01	00000961	23/12/2022	\$267,123.93	\$146,918.17	\$93,493.38



Payment Voucher Prepared By: _____

Date: _____

9/03/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

BRELLY ENTERPRISES LIMITED

PREFERRED CONTRACTOR FOR GAMES VILLAGE -KGVI CARPENTRY/ A19 / 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	PAID
	No.3	35%	101,073.92		7,580.54	93,493.38	PAID
	No.4 - RETENTION	10%	28,878.26		2,165.87	26,712.39	PAID
			-		-	-	
TOTAL			288,782.63	-	21,658.70	267,123.93	

payment in progress



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER:

23.
PMU-553/2023

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 35% for the final 50% of Carpentry works for the upgrade of schools for Gumes Village at KIVI NSS - LOT 2 Sigstone East 2 (CONTRACT NO: GTB-GFC 09/22)	BRELLY ENTERPRISE	INVOICE NO# 03	\$101,073.92
			TOTALS		\$101,073.92

Approval is requested to incur expenditure on the above

Estimated Cost (SBD):

\$101,073.92

Date:

07-03-2023

Requisition Officer (Name):

Peter Peter Himare

Sign:

Account Code:

6-2417

Account Name:

Other local other costs.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name):

Eldon Tepa

Sign:

Post:

ED

Department:

GFC - PMU

Authority is granted for expenditure not exceeding:

SBD:

101,073.92

Signed:

Name:

Eldon Tepa

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

Compliance Check by:

Signature

Name:

Leeroy B

Date:

9/03/23

Position:

PCM

Threshold Checklist

Payment requires one quote (10,000 below)

☐

Payment requires three quotes (\$10,000.00 above)

☐

Is it a ITB Contract Payment

☐

Is it a GTB Contract Payment

☒

Payment is a Bid Waiver

☐



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER:

PMU-553/2023

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 35% for the final 50% of Carpenter works for the upgrade of schools for Games Village at KUVI NSS - LOT 2 Sigstene East 2. (CONTRACT NO: GTB-GFC 09/22)	BRELLY ENTERPRISE	INVOICE NO# 03	\$101,073.92
TOTALS					\$101,073.92
Approval is requested to incur expenditure on the above			Account Code: 6-2417		
Estimated Cost (SBD): \$101,073.92			Account Name: Officer local other costs.		
Requisition Officer (Name): Peter Peter Himane			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): Eldon Tepa			SBD\$ 101,073.92		
Post: ED			Signed: [Signature]		
Department: GFC - PMU			Name: [Signature]		
Threshold Checklist			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Payment requires one quote (10,000 below)			Compliance Check by: [Signature] Signature		
Payment requires three quotes (\$10,000.00 above)			Name: Leeroy B. Date: 9/03/23		
Is it a ITB Contract Payment			Position: PCM		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					

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 Tapa, Executive Director, PMU
From: Graham Lilo, PMU
NHA Ref: GL-070323
Date: Tuesday 7th March 2023

SUBJECT: Request for Completion Progress Payment 3 (35%) for Labour-based Contract for the Upgrade of Schools for the Games Village to Brelly Enterprise Lot 2, Carpentry Works for KGV1 School – Sigstone East 2.

Dear ED,

I refer to the above subject, your approval is hereby sought to Brelly Enterprise (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	Completion Payment 3 for the final 50% of Carpentry works for Sigstone East 2 and upon verification by the Site Engineer and Issuance of Certificate of Practical Completion to Brelly Enterprise	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

Signature _____ Date _____

Mr Christian Nieng
Executive Director
National Hosting Authority

Approved

Not Approved

Cc. FC



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

CERTIFICATE OF PRACTICAL COMPLETION

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	PROJECT REF	02 KGV I
NHA PROJECT REF:	03 GV	CERTIFICATE NO:	KGVI-SIGSTONE EAST 2
CONTRACT NO:	GTB 09/22	DATE ISSUED OF COMPLETION CERTIFICATE	06/03/2023
CONTRACTOR:	BRELLY ENTERPRISE	DLP (Defect Liability Period)	3 MONTHS
WORK TYPE:	CARPENTRY WORKS	Lot No:	LOT 2
PROJECT SITE:	KGVI-SIGSTONE EAST DORMITORY	BUILDING No.:	N/A
BUILDING NAME:	SIGSTONE EAST 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.

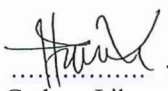
- a) Pursuant to **Article 4 (Guarantee)** that the works are completed and shall be used for its intended purpose without the material inconvenience and other works rectification completed.
- b) Completed in accordance with the Contract terms and conditions pursuant to **Article 3-Delivery** as referenced in the scope of works and satisfactory inspection pursuant to **Article 5-Inspection**
- c) With this Practical completion issuance, **Article 4 clause 4.5 (Defects Liability Period)** remained binding with the following terms and conditions.
 - i. It is the liability of the Contractor to rectify any Minor defects and minor omissions for completion during the Defects Liability Period.
 - ii. The Purchaser shall notify 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.

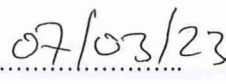
- v. Replace or repair any goods or technical installed equipment under Warranties of such goods or equipment.
- vi. Defects Liability Period commences thereafter signing and issuance of this certificate for the period mentioned herein and as stated in the contract.

2. Certification of Completion Endorsement

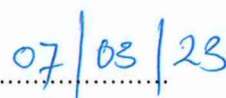
- i. Inspection of the aforementioned works has been carried out on the *2nd of March 2023*
- ii. This is to certify that the Contract Works have been inspected and qualified for Practical Completion on *6th March 2023*
- iii. The Defects Liability Period commenced on this date and continues for a period of *6th March 2023 to 6th 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.

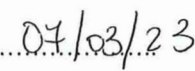
Issued by: 
Graham Lilo
(Project Manager)


(Date)

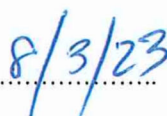

Bredon Oeta
Contractor Representative


(Date)

Signed by 
Peter Himane
Contracts Manager


(Date)

Signed by 
Eldon Tapa
(Executive Director)


(Date)



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

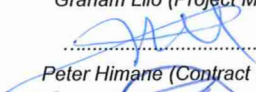
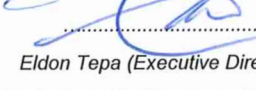
COMPLETION PROGRESS PAYMENT CERTIFICATE NO: 03

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 National Secondary School-Sigstone East 2		
Contractor:	Brelly Enterprise		
Project Manager	Graham Lilo	Certificate:	PC - 03
Contract Administrator:	Gloria Hopkins	Date Invoice Received:	27-Feb-23
		Date Issued for payment:	07-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:		8/3/23
	Graham Lilo (Project Manager)	Date
Complianced and approved by:		8/3/23
	Peter Himane (Contract Manager)	Date
Claim is hereby approved for payment by:		8/3/23
	Eldon Tapa (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.

BRELLY ENTERPRISES LIMITED
P.O BOX 1164, HONIARA, SOLOMON ISLANDS
Specialist, general building construction & maintenance

Invoice No: 03

No	Descriptions	QTY	Unit cost	Total cost
1.	Request to Release Final Completion payment No: 3 of 35% for completion of carpentry works for Six Ton Girls Dormitory ground and top floor Lot 2	1	101,073.92	\$ 101,073.92
				
Total				\$101,073.92

JOB VARIFICATION

Fig 01. ABLUTION BLOCK WORKS

All tilling works, installation of all shower roses and all painting works for both toilet and shower blocks are completed(wash up jobs top & Bottom floors)



Fig 02. WINDOW & DOOR INSTALLATION WORKS

Installation of all Louvers, Fly-Screen nets & Doors for both interior & exterior

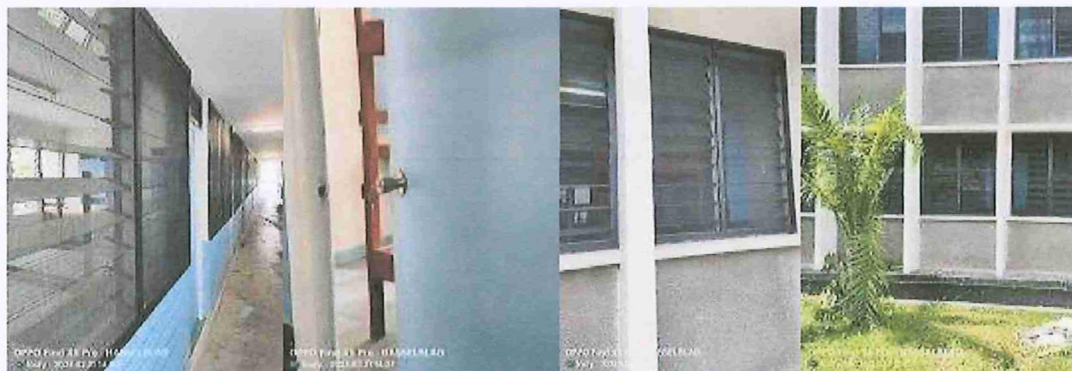


Fig 03. ROOMS-ALL INTERIOR WORKS (both top & bottom floors)

Works- Tilling, re-painting, laying of new formicas on study tables, ceiling work(gyprock fix) overhead cupboards and all painting works



Fig 04.OTHER TOUCH-UP FINISHING JOBS

Finishings for bottom floor (filler jobs) and extrrior paint works





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

PROJECT MANAGEMENT UNIT COMPLETION REPORT

PROJECT DETAILS:	
DOCUMENT NAME	KGVI – LOT 2. B10 - SIGSTONE EAST 2
CONTRACT #	GTB 05/21
CONTRACTOR	BRELLY ENTERPRISE
CONTRACT START DATE	27 th DEC 2022
REPORTING PERIOD	1 st March 2023
REPORT PREPARED BY	RONNY SAOMATANGI

Inspection Summary

BRELLY ENTERPRISE have notified the Project Management Unit of the completion of Work Breakdown Schedule (WBS) 1 to 5 for the Labour base project for the upgrade of King George Sixth School Dormitory on the 27th Feb 2023 which qualifies the contractor for the third payment claim # 3 as per the contract.

Project Manager Graham Lilo visited the site on 1th March 2023 to inspect the completed works. As per contract, contractor will be eligible for payment claim #3 (35%) after completion of WBS 1 to 5.

WBS	TASK NAME
1	Window works
2	Bathroom works
3	Final painting of ceiling and wall
4	Laying of vinyl tile to each room
5	Ceramic tile to toilets and shower

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

Summary of progress: Refer photos below showing the completed Dormitory.

Activit y	Photos	Status
New Louvre frames & blades and new cream mess window system.		Completed
Cream mess install by supplier to all windows		COMPLETED

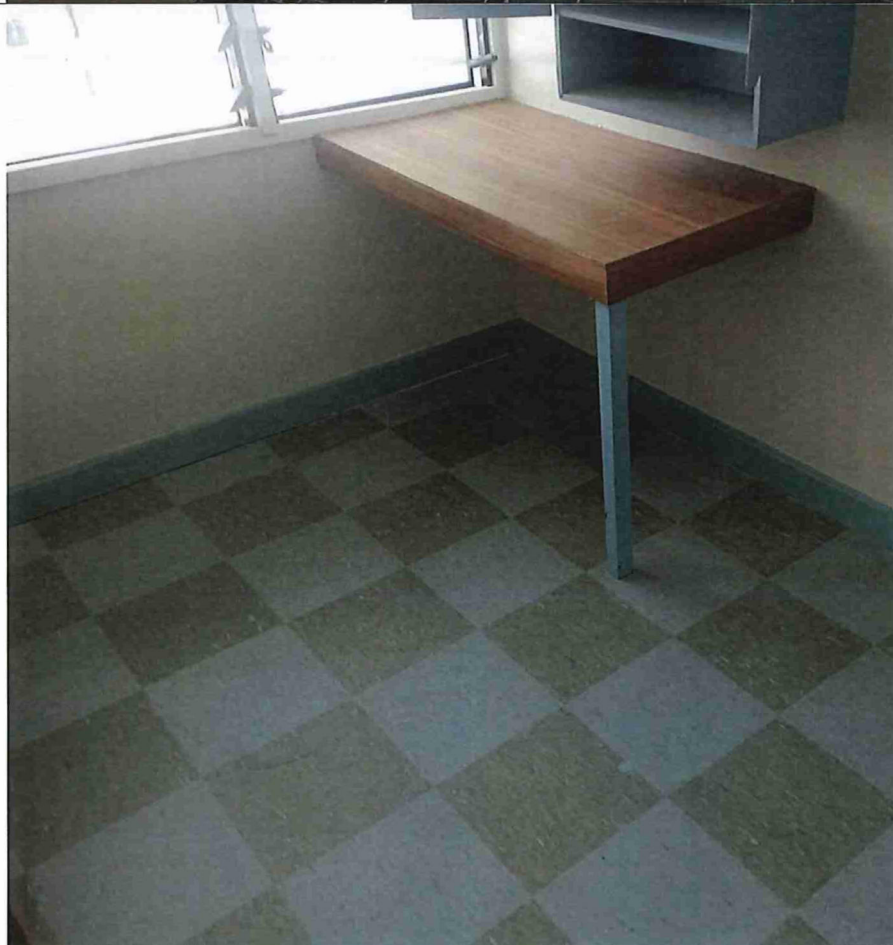
Replac e study table top with formica & new cupboa rd		COMPLE TED
New FC board ceiling & new cornice		COMPLE TED

New
cerami
c tiles
to
shower
rooms



COMPLE
TED

New
vinyl
tile



completed

New Ceram ic tiles to all toilets		COMPLE TED
New FC skirtin g to all rooms		completed

Project Manager Comments.	All works completed and have complied with contract terms.	
Project engineer sign off.		Ronny Saomatangi Project Engineer.



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 TASMAN BOYS DORMITORY**

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

BRELLY ENTERPRISE

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 **BRELLY ENTERPRISE** ("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 Tasman Boys Dormitory**, 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 Tasman Boys Dormitory 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 Tasman Boys Dormitory – 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

Name: Christian Nieg

Signature: 

Designation: Executive Director

National Hosting Authority

Date: 24/01/2023

For the Contractor

Name: Brendon Oeta

Signature: 

Designation: Managing Director

Brelly Enterprise

Date: 23/01/2023

As witnessed by Project Management Unit (GFC) Representative:

Name: Eldon Tapa

Signature: 

Designation: Executive Director, PMU

Date: 23/01/2023



ADDENDUM NO. 2

ADDENDUM TO THE AGREEMENT OF THE CONTRACT

FOR

**UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES
2023**

**LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL
CARPENTRY WORKS**

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

BRELLY ENTERPRISES LIMITED

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 **BRELLY ENTERPRISE LTD** ("the Contractor").

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI Carpentry Works**, 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 2: CONTRACT AGREEMENT** - The Paragraph (10) has been amended as follows:

10. The contractors supplied labourers or workers shall performed the works as agreed by Site Engineer whenever he sees fit the Site building, to be relocated from the Tasman Boys Dormitory Ground Floor to the new building as mentioned below:

Name of Building: B10- SIGSTONE EAST 2 DORMITORY

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

Name:

Christian Nieng

Signature:



Designation:

Executive Director
National Hosting
Authority

Date:

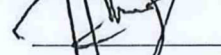
25.1.21./2023

For the Contractor

Name:

Brandon Oeta

Signature:



Designation:

Managing Director
Brelly Enterprise Ltd

Date:

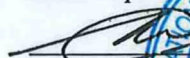
25.1.21./2023

As witnessed by Project Management Unit (GFC) Representative:

Name:

Eldon Tapa

Signature:

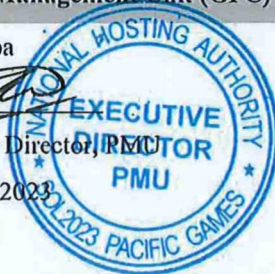


Designation:

Executive Director, PMU

Date

25.1.21./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 TASMAN BOYS DORMITORY**

BETWEEN

**NATIONAL HOSTING AUTHORITY
(Solomon Islands Government)**

AND

BRELLY ENTERPRISE

(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

BRELLY ENTERPRISE (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Brendon Oeta**, herein the Managing Director of **Brelly Enterprise**,

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: TASMAN BOYS DORMITORY

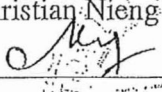
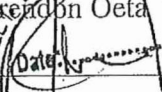
11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.
12. The Contractor shall strictly 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:	Brendon Oeta
Signature:		Signature:	
Designation:	Executive Director National Hosting Authority	Designation:	Managing Director Brell Enterprise Limited
Date:	21/12/2022	Date:	21/12/2022



Witness signing by Project Management Unit/NHA

Signature: 
Name: Eiden Tepa
Title: Executive Director
Date: 21/12/22



SECTION II: GENERAL CONDITIONS OF CONTRACT

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

- 1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.
- 1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.
- 1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
- 1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.
- 1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
- 1.6 **CONTRACTOR:** The Employer's counterparty.
- 1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** The Employer or the Contractor, depending on the context.
- 1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
- 1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.
- 1.12 The Project Manager is the person named in the Contract Terms & Conditions (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.
- 1.13 The Contract Administrator is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.

Article 2 Application

- 2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 1.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

- 3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.
- 3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.
- 3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.
- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing.
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 'In writing' is understood to include 'electronically', provided:
- a. the notification can be consulted by the addressee.
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
- 8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.
- 8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

- 9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.
- 9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.
- 10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

- 12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.
- 12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:
- a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.
- 16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

- 18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
- 18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

- 21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.
- 21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. THE PURCHASER IS: National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands b. THE CONTRACTOR: Brelly Enterprise P.O. Box R1164 Honiara Solomon Islands Email: rodasiolly2010@gmail.com Mob: 7459616 c. THE LOCATION SITE IS: LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: TASMAN BOYS DORMITORY
	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. <i>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.</i>
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 3 rd 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:

		Brendon Oeta Brelly Enterprise P.O. Box R1164 Honiara Solomon Islands Email: rodasiolly2010@gmail.com Mob: 7459616
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 Tasman Boys Dormitory – Ground Floor	\$101,073.92	\$101,073.92
Payment No.3	35% payment shall be paid upon completion of carpentry works for Tasman Boys Dormitory – Top Floor	\$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

1. INTRODUCTION:	2
2. SUMMARY OF TASKS	2
3. PROJECT SITE.....	2
4. CARPENTRY WORK	3
4.1 Rooms (bottom& top floor).....	3
Window	3
Door	4
Ceiling	4
Interior Wall	4
Floor	4
Wardrobe	4
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 2 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 2 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.

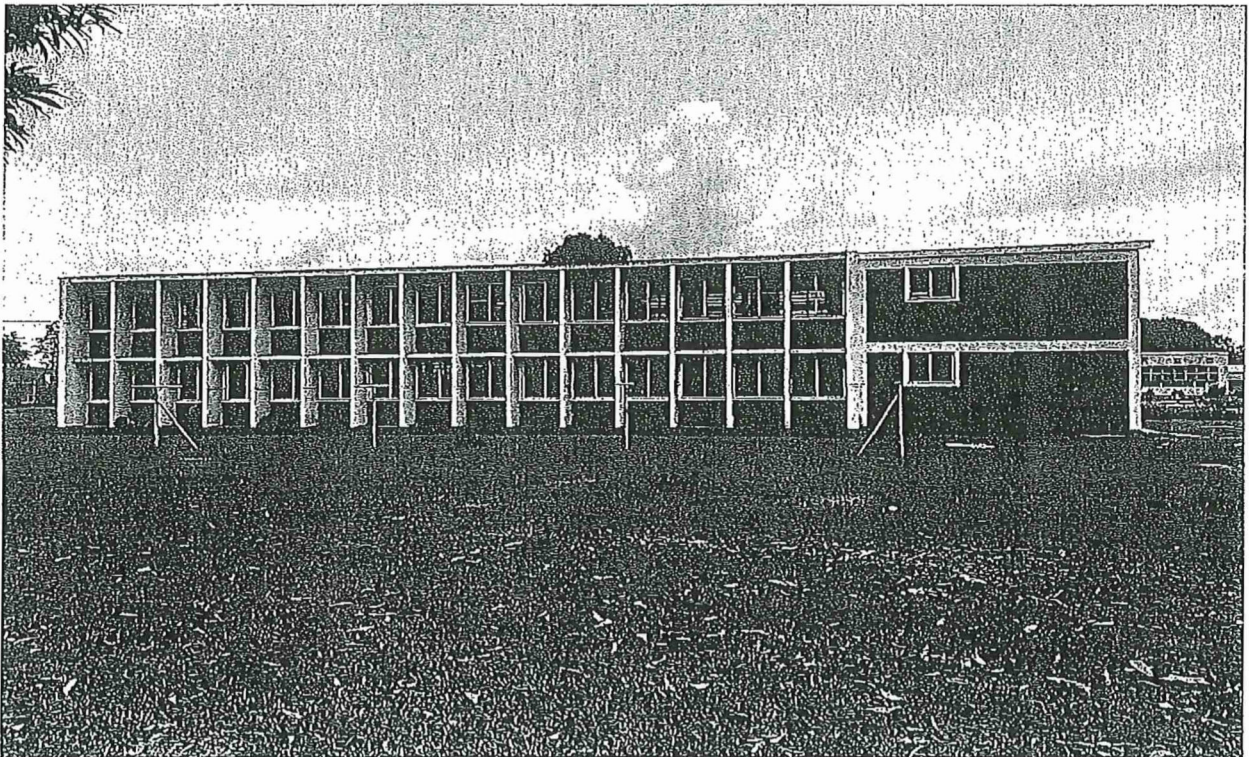
The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

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.

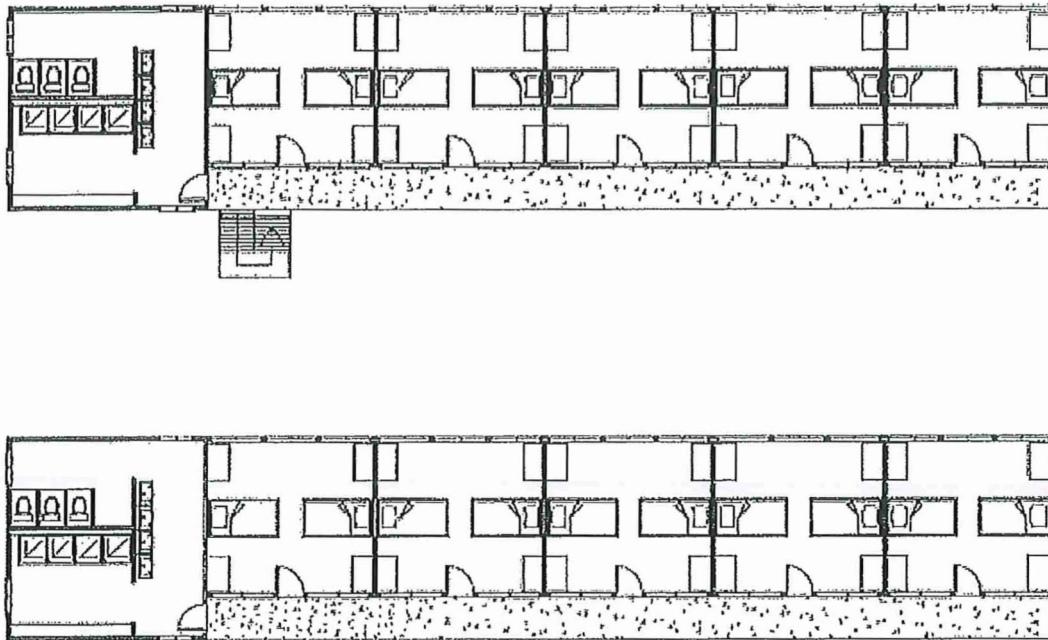
3. PROJECT SITE

Figure 1. SIG- STONE East 2 Girls dormitory, KGVI School



SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

Figure 2. SIG-STONE East 2 dormitory 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;

SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

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.

NOTE

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 IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Brendon Oefa
Managing Director
Brelly Enterprise
P.O.Box R1164
Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – KGVI / CARPENTRY / A19 / 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,



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

Capital

INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

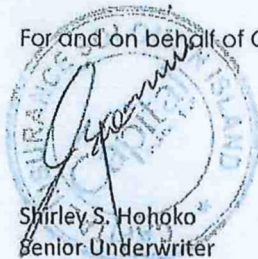
01 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME	:	Brelly Enterprise
POLICY TYPE	:	Workers Compensation
POLICY NUMBER	:	60253
PERIOD OF INSURANCE	:	From 15 November 2022 at 4:00pm To 15 November 2023 at 4:00pm
INTEREST INSURED	:	Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law
GEOGRAPHICAL LIMITS	:	Anywhere in Solomon Islands
SUMS INSURED	:	As per benefits under the Workers Compensation Act Common Law Liability Limit - \$150,000 per event
POLICY EXTENSION	:	Haus-Krai \$10,000 per employee/claim
STANDARD DEDUCTIBLE	:	Nil applies
INTERMEDIARY	:	United Risk Services Ltd

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.



Shirley S. Hohoko
Senior Underwriter

Suite 208, Hyundai Mall, PO Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

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		N/A		
Completion report if goods/services and works have been completed		✓	✓	
Other reports if any (goods and services)		N/A		
Payment certificate from Engineer matching amount in Requisition		✓	✓	
Invoice from Contractor matching amount in requisition		✓	✓	
Compliance checks required and done by Procurement				
Contract form approved and Signed by Chairman/EDs	P7 27.2	✓	✓	
PR has been signed by authorized person (and not approving payment to themselves)	P7 44	✓	✓	
Check amount on PR matches the signed contract		✓	✓	
Account code used is correct	P7 38.5(e)			
Name on PR matches signed contract	P7 38.5(e)	✓	✓	
Check price and rates are reasonable	P7 43.2(b)	✓	✓	
Data entry checks for PV and Cheque payments done by Finance Department				
Amount entered in AX matches Requisition				
Account code in AX matches Requisition				
Vendor name in AX matches Requisition				
Item code and Units entered (e.g. box, each) correctly				
Description has enough detail				
Check dates on future instalments entered correctly				
Budget OK				

copy of signed + Addendum

PMU

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: Soleana G- Senior CA, PMO
Date: 08/03/23

Procurement section Compliance performed by:

Signed: [Signature]
Name and Position: Leeroy B, PCM
Date: 9/03/23

Finance Department Compliance performed by:

Signed: _____
Name and Position: _____
Date: _____



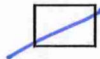
2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

BRELLY ENTERPRISE - PAYMENT PROGRESS 4 (GAMES VILLAGE)
(Retention)

PAYMENT
1) Minute



Sign by ED

11/09/2023

2) Requisition



Compliance Officer

Sign by ED

13/9/23

3) Payment Voucher



Sign by FC

[Signature]

Sign by ED

4) LPO



Sign by FC

Sign by ED

5) TB Authorisations



Sign by FC

slm

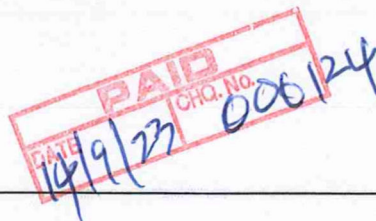
Sign by ED

AG

CHQ NO: 000124

Comments:

DFAT





Brelly Enterprises LTD
P.O Box R1164
Honiara
Solomon Islands

Date: 13/09/2023

Payment Amount:	\$26,712.39
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In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000961	23/12/2022	\$267,123.94	\$0.00	\$240,411.55	\$26,712.39



Bank of South Pacific Limited



14, 09, 23

Pay Brelly Enterprise Ltd

or bearer

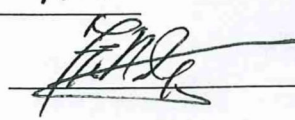
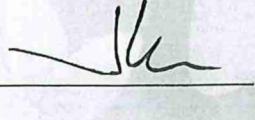
the sum of Twenty Six Thousand Seven

\$ 26,712.39

Hundred Twelve Dollars ^{39/100}

SPORTS SOLOMON FUND

Payable in the
Solomon Islands only.

000124

2001614631

14/09/23

Kimmy. Oeta



PAYMENT SCHEDULE

BRELLY ENTERPRISES LIMITED

PREFERRED CONTRACTOR FOR GAMES VILLAGE -KGVI CARPENTRY/ A19 / 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	PAID
	No.3	35%	101,073.92		7,580.54	93,493.38	PAID
13/09/2023	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	



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER:

PMU 89 900/23

DEPARTMENT:

PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION	PURCHASING OFFICER USE ONLY		
		(Full and clear details of payment)	SUPPLIER	ORDER NO.	COST
1	LS	Request for progress payment 4 of 10% retention for labour based contract for the upgrade of schools for Gerners Village, after a satisfaction of 3-Months DLP as per amended contract for KGV, LOT 2, Carpenter works for B10 - Sigstoe East 2 CONTRACT NO: GTB-GFC 09/22	BRELLY ENTERPRISE	INVOICE NO 0448009	\$28,878.26
				TOTALS	\$28,878.26
Approval is requested to incur expenditure on the above			Account Code: 6-2717		
Estimated Cost (SBD): \$28,878.26			Account Name: GTB Local, OTW Cost		
Requisition Officer (Name): SOLEANA GAGANE			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): LEEROY BIRD			SBD\$ 28,878.26		
Post: ED			Signed: [Signature]		
Department: GFC - PMU			Name: CMG		
Threshold Checklist			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Payment requires one quote (10,000 below)			Compliance Check by: [Signature]		
Payment requires three quotes (\$10,000.00 above)			Signature		
Is it a ITB Contract Payment			Name: P. Himane		
Is it a GTB Contract Payment			Date: 12/9/23		
Payment is a Bid Waiver			Position: PM		

Copy 1 White
Copy 2 Pink
Copy 3 Yellow

NHA Finance
Compliance Department
Requesting Department



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER:

PMU 89 900/23

DEPARTMENT:

PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION	PURCHASING OFFICER USE ONLY		
		(Full and clear details of payment)	SUPPLIER	ORDER NO.	COST
1	L.S	Request for progress payment 4 of 10% retention of labour based contract for the upgrade of schools for learners village, after a satisfaction of 3-month DLP as per amended contract for KUVI, lot 2, completed works for B40 - Sister East 2 contract No: CGB-GFC 09/23	Mountol BRELL ENTERPRISE Interposos	INVOICE NO 0448009	\$28,878.26 ↓
			TOTALS \$28,878.26		
Approval is requested to incur expenditure on the above			Account Code: 6-2717		
Estimated Cost (SBD): \$28,878.26			Account Name: GTM Local, Other Cost		
Requisition Officer (Name): SOLEANA GAGANE			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): LEEROY BIRD			SBD\$ 38,278.16		
Post: ED			Signed: [Signature]		
Department: GFC - PMU			Name: [Signature]		
			Note: Authority for expenditure must be given by accounting officer or his/her deligated		
Threshold Checklist			Compliance Check by: [Signature] Signature		
Payment requires one quote (10,000 below)			Name: P. H. [Signature]		
Payment requires three quotes (\$10,000.00 above)			Date: 12/9/23		
Is it a ITB Contract Payment			Position: [Signature]		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					

Copy 1 White
Copy 2 Pink
Copy 3 Yellow

NHA Finance
Compliance Department
Requesting Department

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: Executive Director, PMU

From: Graham Lilo, PMU

NHA Ref: GL-190723 070923

Date: Wednesday 19th July 2023
Thursday 8th September 2023

SUBJECT: Request for release of Progress Payment 4 - Retention of (10%) for Labour-based Contract for the Upgrade of Schools for the Games Village to Brelly Enterprise Lot 2, Carpentry Works for KGV School – B10, Sigstone East 2 Dormitory

Dear ED,

I refer to the above subject, your approval is hereby sought to **BRELLY ENTERPRISE** (as per contract terms and conditions). As per the signed amended contract and the Payment Schedule the contractor is entitled to ten percent **(10%)** retention after satisfaction of a 3-month defects liability period.

PMU is satisfied with the completed works and is in support of their claim for the release of the retention payment. 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 4 for Brelly Enterprise	10%	\$ 28,878.26

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 THE SECRETARIAT OFFICE USE ONLY

Signature

Date

Mr. Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved

Cc. FC

Original

TAX INVOICE*/STATEMENT* 0448009

(*delete as appropriate)

Date 11 May 2023

To Project Manager
National Hosting Authority

ABN (of Recipient)

Order
No.

From Brelly Enterprise
P.O. Box R 1164, Honiara.

ABN (of Supplier)

[illegible]

TOTAL INCLUSIVE OF G.S.T.

Total includes G.S.T. of

Original

TAX INVOICE*/STATEMENT* 0448009

(*delete as appropriate)

Date 11 May 2023

To Project Manager
National Hosting Authority

ABN (of Recipient)

Order No.

From

From Brelly Enterprise
P.O. Box R 1164, Honiara

ABN (of Supplier)

[illegible]

Total includes G.S.T. of

Brelly Enterprises;

P.o box R1164;

Mobile: 8860460

Honiara

Date: 10/05/2023

Dear Sir/Madam,

Ref: Request to Release the Retention Payment on Project No: A19/Lot 2, Carpentry work at KG Games Village for South Pacific Game, 2023.

Would you kindly please Release the Retention allocation which was already due. In the attached schedule was **the total sum of twenty-eight thousand eight hundred seventy-eight dollars twenty-six cent (\$28,878.26).**

Thank you very much and attach are the contract and the schedule of the payment and the Invoice.



BRELLY ENTERPRISES LIMITED
P. O BOX R1164
HONIARA.

The Project Manager,
National Hosting Authority
Solomon Islands

Date: 7th September 2023

REPORT OF THE MISSING MATERIALS AFTER CMPLTION:

Sir, a detail discussion with the Site Engineer Mr. Rooney explaining what sort of materials were left after completing our work maintenance of the girl's dormitory at King George school on mid-February 2023.

Sir, materials left were as follow:

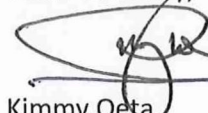
56 carton of tiles, 8 pieces of defrock from rooms maintenance and some almost empty tin of paints were left in front of the first room, down stairs.

Best Builders
While we were packing up our tools and doing the final clean-up of the surrounding of the dormitory, the Big foot company were there to collect number of carton tiles to completing their tiling work at the three storey building, also at King George school that time, which was eye witness by myself.

Sir, after discussion with site Engineer Mr. Rooney and he quite satisfied before we submitted the final invoice for retention payment.

Sir, thank you very much for your understanding of the above.

Yours sincerely,



Kimmy Oeta

Brelly Enterprise Ltd
Solomon Islands





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

COMPLETION 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 National Secondary School-Sigstone East 2		
Contractor:	Brelly Enterprise		
Project Manager	Graham Lilo	Certificate:	PC - 03
Contract Administrator:	Gloria Hopkins	Date Invoice Received:	27-Feb-23
		Date Issued for payment:	07-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	Paid
4	Payment 4 - 10% (Retention)	\$ 28,878.26	\$ 28,878.26	This Claim
5				
8	Progress Claim to date	\$ 259,904.37		
9	Original Contract Value	\$ 288,782.63		
10	Total Adjusted Contract Value	\$ 288,782.63		
11	Balance of Contract Payment	\$ 0.00		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 28,878.26	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 28,878.26	

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)

Date

Complianced and approved by:

Soleana Bagahe (Contract Manager)

Date

Claim is hereby approved for payment by:

Leeroy Bird (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 O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

GAMES VILLAGE CLOSE OUT TEMPLATE

Contents

Defect List	2
Defects List - Attachment	3
Defects Liability Rectification Notice	4
Defect Assessment Report.	4
DEFECTS COMPLETION REPORT CERTIFICATE	8
Certificate Of Final Completion.....	9



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defect List			
Project Name:	Labor Based Contract for the Upgrade of Games Village for the Pacific Games 2023	Actual date of DLP Lapses:	6 th June 2023
Project Manager:	Graham Lilo	Project Site:	LOT 2 – KGVI SCHOOL
Project Site Engineer	Ronny Saomatangi	Contractor:	Brelly Enterprise
Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	Broken door leaf & knob	Replace door with a new one	2 days
2			
3			
4			
5			
<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> Issuance of this notice in conformity with the Contract by the Project Manager..........date.....25/08/23 Counter Signed by the Contracts Manager..........Date.....25/08/23			



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
1.	 A photograph showing a close-up of a dark blue door. The door has a silver-colored metal knob and a lock mechanism. The door is slightly ajar, revealing a bright light source from the other side. The door leaf appears to be damaged or broken.	Room 3 – Bottom floor Broken door knob & leaf



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defects Liability Rectification Notice

Issued to: Brelly Enterprise

Defect Liability Notice: 1

Project name: Labour-Based Contract for the Upgrade of Games Villages for the Pacific Games 2023

Project Number: GTB – GFC 09/22

Subject: **Request rectification of defective works at Lot 2, KGVI – B10, Sigstone East 2**

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

Please liaise with the Project manager Concerned 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 blue ink, appearing to read "Soleana".

Soleana Gagahe
Contracts Manager
Project management Unit



P O BOX 2443 Sea King Building, Honiara Solomon Islands

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:	Brelly Enterprise
WORK TYPE:	Carpentry Works
PROJECT SITE:	KGVI SCHOOL
LOT #:	Lot 2
BUILDING NAME:	B10 – Sigstone East 2
DEFECTS PERIOD:	6 th March to 6 th June 2023
DEFECTS INSPECTION REPORT DATE:	1 st September 2023
REPORT PREPARED BY	Ronny Saomatangi



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Inspection Summary

1. Contractor:

1.1 DIDDs Holdings have notified the NHA – PMU of the completion of three (3) months defects liability period (DFLP) on the 6th of June 2023

2. Client - NHA PMU

2.1 NHA –PMU conducted a site inspection on the 25th of August 2023

2.2 As per the 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 no defects on the building – B10 – Sigstone East 2

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

4. Conclusion:

4.1. The Contractor began defects rectification work on the 28th of August 2023 and completed on the 30th of August 2023. After the final inspection, the Project Manager confirmed that the defects work has been properly completed and satisfactorily by the contractor.

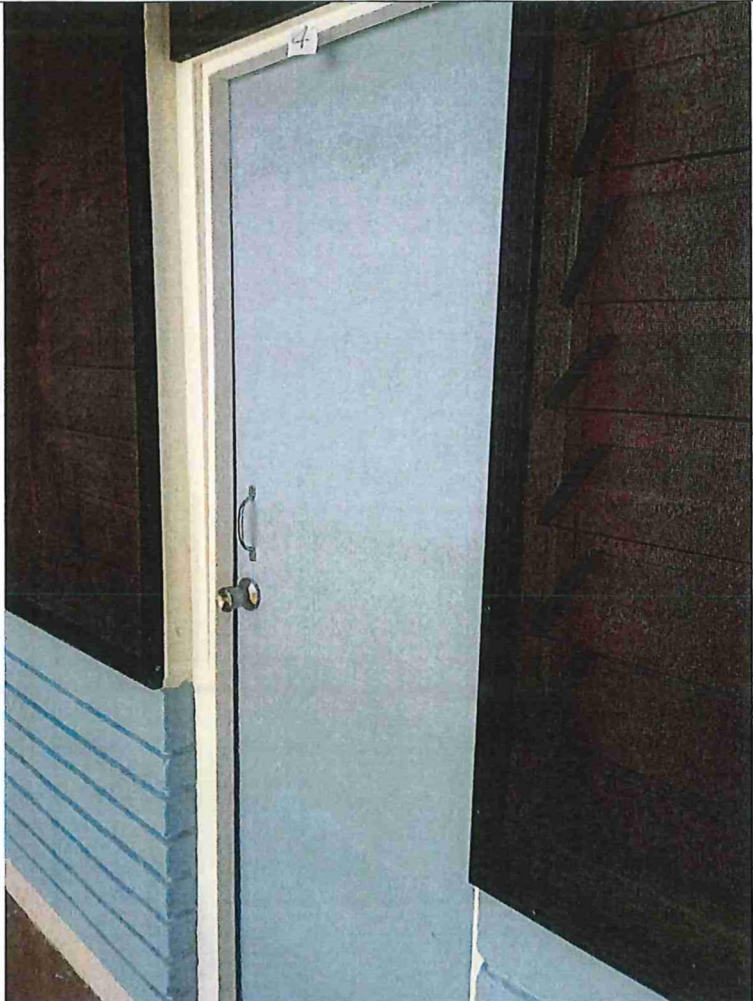
Refer summary below for defects rectified work details.



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status
Room 3 – bottom floor Replace door leaf with new solid core door		Complete



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Date: 1/09/23

DEFECTS COMPLETION REPORT CERTIFICATE

To: Brendon Oeta Brelly Enterprise <i>(The Contractor)</i>	To: Leeroy Bird Executive Director National Hosting Authority, Project Management Unit. PMU <i>(The Employer)</i>
Contact person: Brendon Oeta	Contact person: Graham Lilo
Address: P.O.Box Honiara, SI	Address: Sea King Building P.O. Box 2443, Honiara, SI
Telephone: 8860460	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:	06 th	March	2023
The defect lapse date:	06 th	June	2023
The end of the last <i>defects correction period</i> is:	30 th	August	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>)	1 st	September	2023
Defect reference	List of Defects modified before the <i>defects date</i> which the <i>Contractor</i> has corrected • Broken Doorknob and door leaf		
	Defects identified and corrected. See the defects list and report attached.		



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Works checked and certified by the Project Manager:

A handwritten signature in blue ink, appearing to be "H. M. S.", written over a dotted line.

Signature:

A handwritten name in blue ink, appearing to be "G. S. M. M.", written over a dotted line.

Name:

A handwritten date in blue ink, "25/08/23", written over a dotted line.

Date:

Final Approval Certificate

It is hereby certified that in accordance with the provisions of the General Conditions of Contract, 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:

A handwritten signature in blue ink, appearing to be "B. S.", written over a dotted line.

Signature:

A handwritten name in blue ink, appearing to be "Leong - B", written over a dotted line.

Name:

A handwritten date in blue ink, "11/09/23", written over a dotted line.

Date:



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Certificate Of Final Completion

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	PROJECT SCH REF:	02 KGVI
NHA PROJECT REF:	03 GV	LOT NO:	LOT 2
CONTRACT NO:	GTB 09/22	BUILDING NO:	B10
CONTRACTOR:	BRELLY ENTERPRISE	CERTIFICATE NO:	KGVI_B10
WORK TYPE:	CARPENTRY WORKS	DPL (Defect Liability Period)	3 MONTHS
PROJECT SITE:	KGVI SCHOOL	DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE	06 th March 2023
BUILDING NAME:	BUILDING 10-SIGSTONE EAST 2	DEFECT PERIOD LAPSE DATE:	06 th June 2023

The works performed under this contract have been inspected by the authorized project manager representing the Project Management Unit of National Hosting Authority for the aforementioned contract and are hereby declared complete and final on this date of 4th August 2023

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

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

Graham Lilo

Project Manager

Soleana Gagahe

Contracts Manager

Leeroy Bird

Executive Director

Contractor hereby accepts construction project as finally complete:

Managing Director

Brellly Enterprise (Contractor)

Project Manager

Brellly Enterprise (Contractor)

Copy to Contractor

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



ADDENDUM NO. 3

**ADDENDUM TO THE GENERAL CONDITIONS
CLAUSE 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 2 DORMITORY**

Between

**NATIONAL HOSTING AUTHORITY
(Solomon Islands Government)**

And

**BRELLY ENTERPRISE
GTB-GFC09/22 (LOT 2)**

Issued September 2023

A handwritten signature in blue ink, located at the bottom right of the page.

ADDENDUM TO THE CONTRACT

THIS ADDENDUM TO THE CONTRACT ("Contract") is entered into between the **NATIONAL HOSTING AUTHORITY, (NHA)** ("the Purchaser") having its principal place of business at OLD SEA KING BUILDING, POINT CRUZ, HONIARA, and **BRELLY ENTERPRISE** ("the Contractor").

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGV National Secondary School - Carpentry Works for Sigstone East 2 Dormitory**, had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred to as amended shall form part of the final Contract.

All expressions and terms defined or used in the original Contract Agreement shall have the same meaning in this Addendum unless the context requires otherwise.

1.0: AMENDMENT OF THE CONTRACT AGREEMENT CLAUSE IS AGREED UPON AS FOLLOWS:

AMENDMENT 1: - SECTION I: GENERAL CONDITIONS OF CONTRACT-ARTICLE 10-CLAUSE 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* is hereby amended to read as below.

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

The interpretation herein shall mean that the defects liability period of six (6) months has been reduced to three (3) months, and any further amendment shall be made depending on the technical situation prior to the lapse of the Period of Preferred Contract (10 Months) October 2023.

2.0: PARTIES' RIGHT TO AMEND CONTRACT.

The following articles and clauses provide the legal right to the parties of the contract to amend the clause mentioned in 10 (10.4) **Article 2 Application** and **Article 26 Final provisions**.

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

Both parties agreed herein that the amended clauses and parts of the original contract fully supersede the original and agreed clause and Article referenced.

This amendment shall form part of the contract and can be read or interpreted as part of the original Contract. Any further amendment shall not be considered unless otherwise agreed by both Parties.

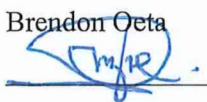
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For the Purchaser- National Hosting Authority

Name: Christian Nieng
Signature: 
Designation: PP Executive Director
National Hosting Authority
Date: 7.9/...../2023



For the Contractor

Name: Brendon Oeta
Signature: 
Designation: Managing Director
Brelly Enterprise
Date: 06 Sept/...../2023

As witnessed by the Project Management Unit (GFC) Representative:

Name: Leeroy Bird
Signature: 
Designation: Executive Director, PMU
Date:/...../2023





ADDENDUM NO. 4

**ADDENDUM TO THE GENERAL CONDITIONS
CLAUSE 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 2 DORMITORY**

Between

**NATIONAL HOSTING AUTHORITY
(Solomon Islands Government)**

And

**BRELLY ENTERPRISE
GTB-GFC09/22 (LOT 2)**

Issued September 2023

ADDENDUM TO THE CONTRACT

THIS ADDENDUM TO THE CONTRACT ("Contract") is entered into between the **NATIONAL HOSTING AUTHORITY, (NHA)** ("the Purchaser") having its principal place of business at OLD SEA KING BUILDING, POINT CRUZ, HONIARA, and **BRELLY ENTERPRISE** ("the Contractor").

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGV National Secondary School - Carpentry Works for Sigstone East 2 Dormitory**, had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred to as amended shall form part of the final Contract.

All expressions and terms defined or used in the original Contract Agreement shall have the same meaning in this Addendum unless the context requires otherwise.

1.0: AMENDMENT OF THE CONTRACT AGREEMENT CLAUSE IS AGREED AS FOLLOWS:

1. AMENDMENT 1: - SECTION I: GENERAL CONDITIONS OF CONTRACT- ARTICLE 18-CLAUSE 18.1

Article of the General Conditions herein referred in Miscellaneous "Article 18-Clause 18.1 is hereby rephrased as follows.

"18.1 The Employer (herein National Hosting Authority) will provide the Contractor with clear, adequate "as build" drawings of the Works during implementation with full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works."

Referenced and amended sentences and paragraphs:

- a. The "*Contractor*" is hereby replaced with "*Employer*" thereof.
- b. The "*Employer*" is replaced with "*Contractor*" thereof.
- c. The phrase in the paragraph of the clause referred to as, "*The Contractor will provide the Employer with clear, adequate "as build" drawings of the Works as finally implemented and full documentation*" is hereby rephrased to read as "*The Employer (herein National Hosting Authority) will provide the Contractor with clear, adequate "as build" drawings of the Works during implementation with full documentation,*



2.0: PARTIES' RIGHT TO AMEND CONTRACT.

The following articles and clauses provide the legal right to the parties of the contract to amend the clause mentioned in 18.1.

Reference I: Article 2 Application

- *2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.*
- *2.2 In the event of inconsistency between the text of these Contract Conditions and translations of them, this text always prevails.*

Reference II: Article 26 Final provisions

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

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



3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

Both parties agreed herein that the amended clauses and parts of the original contract fully supersede the original and agreed clause and Article referenced.

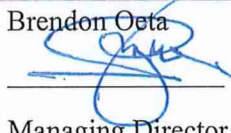
This amendment shall form part of the contract and can be read or interpreted as part of the original Contract. Any further amendment shall not be considered unless otherwise agreed by both Parties.

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.

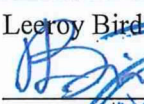
For the Purchaser- National Hosting Authority

Name: Christian Nieng
Signature: 
Designation:  Executive Director
National Hosting Authority
Date: 7/9/2023

For the Contractor

Name: Brendon Oeta
Signature: 
Designation: Managing Director
Brelly Enterprise
Date: 06 Sept 2023

As witnessed by the Project Management Unit (GFC) Representative:

Name: Leroy Bird
Signature: 
Designation: Executive Director, PMU
Date: 7/9/2023



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 TASMAN BOYS DORMITORY**

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

BRELLY ENTERPRISE

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 **BRELLY ENTERPRISE** ("the Contractor").

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGV School Carpentry Works for Tasman Boys Dormitory**, 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 Tasman Boys Dormitory 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 Tasman Boys Dormitory – 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

Name: Christian Nieng

Signature: 

Designation: Executive Director
National Hosting
Authority

Date: 24/01/2023

For the Contractor

Name: Brendon Oeta

Signature: 

Designation: Managing Director
Brelly Enterprise

Date: 23/01/2023

As witnessed by Project Management Unit (GFC) Representative:

Name: Eldon Tapa

Signature: 

Designation: Executive Director, PMU

Date: 23/01/2023



ADDENDUM NO. 2

ADDENDUM TO THE AGREEMENT OF THE CONTRACT

FOR

**UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES
2023**

**LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL
CARPENTRY WORKS**

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

BRELLY ENTERPRISES LIMITED

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 **BRELLY ENTERPRISE LTD** ("the Contractor").

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI Carpentry Works**, 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 2: CONTRACT AGREEMENT** - The Paragraph (10) has been amended as follows:

10. The contractors supplied labourers or workers shall performed the works as agreed by Site Engineer whenever he sees fit the Site building, to be relocated from the Tasman Boys Dormitory Ground Floor to the new building as mentioned below:

Name of Building: B10- SIGSTONE EAST 2 DORMITORY

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.

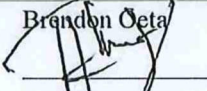
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For the Purchaser- National Hosting
Authority

Name: Christian Nieng
Signature: 
Designation: Executive Director
National Hosting
Authority

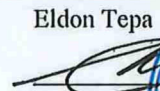
Date: 25/01/2023

For the Contractor

Name: Brendon Oeta
Signature: 
Designation: Managing Director
Brelly Enterprise Ltd

Date: 25/01/2023

As witnessed by Project Management Unit (GFC) Representative:

Name: Eldon Tapa
Signature: 
Designation: Executive Director, PMU
Date: 25/01/2023





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 TASMAN BOYS DORMITORY

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

BRELLY ENTERPRISE

(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

BRELLY ENTERPRISE (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Brendon Oeta**, herein the Managing Director of **Brelly Enterprise**,

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: TASMAN BOYS DORMITORY

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:	Brendon Oeta
Signature:		Signature:	
Designation:	Executive Director National Hosting Authority	Designation:	Managing Director Brell Enterprise Limited
Date:	21/12/2022	Date:	21/12/2022

Witness signing by Project Management Unit/NHA

Signature: 
Name: Eiden Tepa
Title: Executive Director
Date: 21/12/22



SECTION II: GENERAL CONDITIONS OF CONTRACT

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

- 1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.
- 1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.
- 1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
- 1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.
- 1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
- 1.6 **CONTRACTOR:** The Employer's counterparty.
- 1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** The Employer or the Contractor, depending on the context.
- 1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
- 1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.
- 1.12 The Project Manager is the person named in the Contract Terms & Conditions (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.
- 1.13 The Contract Administrator is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

- 2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 1.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

- 3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.
- 3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.
- 3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.
- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing.
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 'In writing' is understood to include 'electronically', provided:
- a. the notification can be consulted by the addressee.
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
- 8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.
- 8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

- 9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.
- 9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.
- 10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

- 12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.
- 12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:
 - a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.
- 16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

- 18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
- 18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

- 21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.
- 21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. THE PURCHASER IS: National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands b. THE CONTRACTOR: Brelly Enterprise P.O. Box R1164 Honiara Solomon Islands Email: rodasiolly2010@gmail.com Mob: 7459616 c. THE LOCATION SITE IS: LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: TASMAN BOYS DORMITORY
	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 <i><insert date></i> for each Lot from the Contract Commencement date. <i>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.</i>
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 3 rd 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:

		Brendon Oeta Brelly Enterprise P.O. Box R1164 Honiara Solomon Islands Email: rodasiolly2010@gmail.com Mob: 7459616
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.
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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 Tasman Boys Dormitory – Ground Floor	\$101,073.92	\$101,073.92
Payment No.3	35% payment shall be paid upon completion of carpentry works for Tasman Boys Dormitory – Top Floor	\$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

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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 2 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 2 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.

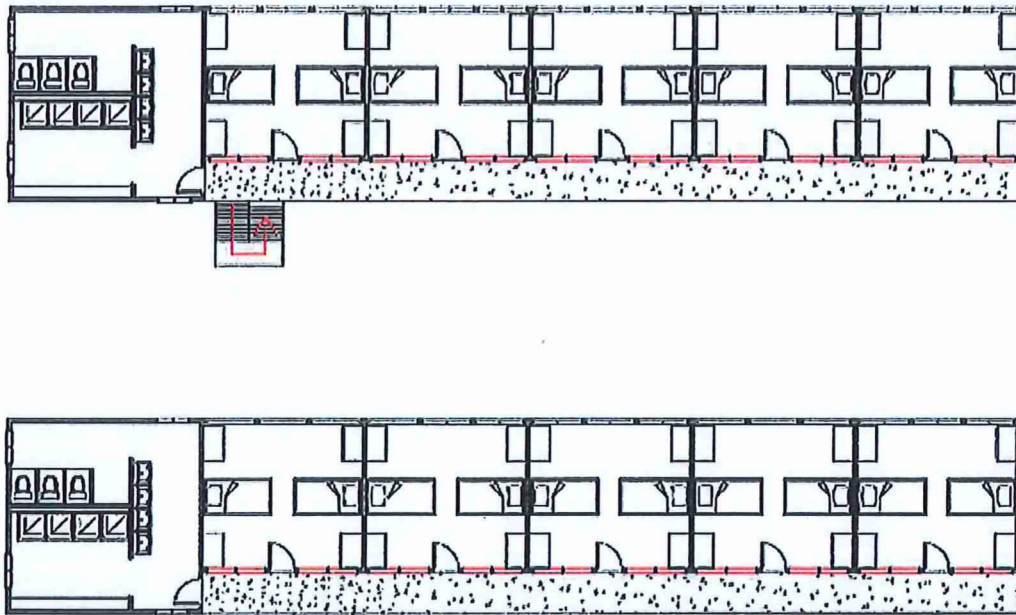
3. PROJECT SITE

Figure 1. SIG- STONE East 2 Girls dormitory, KGVI School



SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

Figure 2. SIG-STONE East 2 dormitory 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;

SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

- ✓ Remove existing window security mesh, ready to receive high-grade invisigard mesh (to be installed by the glazing supplier).

Door

- ✓ Replace broken wooden door frames & architraves where necessary.
- ✓ Ensure door frames are washed 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 installed 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 discontinuities.

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 washed clean 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 remove old paints and grease and apply two coat paint (color to be specified 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.

SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

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 louver frames with Palmair black louver 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.

NOTE

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.



LIST OF LABOURERS

Contractor: BRELLY ENTERPRISE

- 1 Davis Maetia
- 2 Reginald Mwaki
- 3 Roy Clement
- 4 Phillip Safue
- 5 Richard Berry

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

BRELLY ENTERPRISE

Schedule of Daywork (Construction Plant)

Tenderers are to insert a rate against all categories of construction plant shown below. If an item of plant is used on the work, but it is not included in the table of no rate is shown against an item, the Engineer after consultation with the Contractor shall determine a suitable rate.

Tenderers shall insert in the column 'capacity', the detail of the plant item that they propose to use to carry out work similar in nature to what could be reasonably expected in road maintenance activities.

The rates entered shall be deemed to be full compensation for all cost related to its use, including but not necessarily limited to depreciation, interest, indemnity and insurance, maintenance, supplies, consumables, fuel, lubricant, all overheads, profit, administrative costs and operator cost.

PLANT	Capacity [@ Least]		Est. Qty. (Hours)	Rate / Hour (SBD)	Amount(SBD)
	Equipment Description	Owned/ Hire			
Motor Grader		Hiring	8.0	1,400.00	\$11,200.00
Excavator		Hiring	8.0	1,500.00	\$12,000.00
Drum Roller		Hiring	8.0	900.00	\$7,200.00
Tipper Truck	2 ton	Own	8.0	300.00	\$2,400.00
Dump Truck		Hiring	8.0	1,000.00	\$8,000.00
Pick Up Truck		Hiring	8.0	250.00	\$2,000.00
Office car	X TRAIL	Own	8.0	110.00	\$ 880.00
Plane	Electrical (large) makita	Own	8.0	50.00	\$400
Plane	Electrical (medium) makita	Own	8.0	30.00	\$240.00
Secular	Large makita	Own	8.0	40.00	\$320.00
Secular	Medium makita	Own	8.0	20.00	\$160.00
Angle grinder	Large makita	Own	8.0	40.00	\$320.00
Angle grinder	Medium makita	Own	8.0	20.00	\$160.00
Generator	3 face power	Own	8.0	70.00	\$560.00
Hand floor sander	Electrical	Own	8.0	250.000	\$2,000.00
Sub-Total for PLANT:					\$47,840.00
					SBD

SECTION IX: WORKS SCHEDULE



9. SIGSTONE EAST 2

Task Name	Dec				Jan				Feb			
	Dec 4	Dec 11	Dec 18	Dec 25	Jan 1	Jan 8	Jan 15	Jan 22	Jan 29	Feb 5	Feb 12	Feb 19
1 ☐ KGV School upgrade Works												
2 ☐ Doors												
3 Remove old doors & install new ones												
4 ☐ Windows												
5 Remove old window frames & louvre frames												
6 Install new window frames & apply paint												
7 Install High Invisi-Gard Mesh												
8 ☐ Floor												
9 Remove existing vinyl tile & replace with new ones												
10 ☐ Wardrobe												
11 Replace old wardrobe with new ones												
12 ☐ Painting works												
13 Wash & paint ceiling												
14 Wash & paint internal wall surface												
15 Wash & paint wardrobe												
16 ☐ Ablution Block - Plumbing Works												
17 Wash floor & walls to remove stains												
18 Painting of internal ceiling & walls												
19 Replacement of all toilet pans, cisterns and other accessories												
20 Replacement old waste pipes, junctions elbows and other connections												
21 Replace all toilet door, lock and handle												
22 Replacement of all tile in the bathroom areas												
23 Allow to replace all shower door, lock and handle												
24 Supply and install ten thousand litres Rota water tank with proper concrete base												
25 Supply and install electric water pump (higher gallon per minute) with all necessary accessories, incl. security steel cage for the pump												
26 ☐ Electrical Works												
27 Replace or fix existing fluorescent batten lights												
28 Install new power points as specified												
29 Replace damaged switches/ power points												

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Brendon Oeta
Managing Director
Brelly Enterprise
P.O.Box R1164
Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – KGV1 / CARPENTRY / A19 / 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,



Mr. Leroy Bine
National Hosting Authority

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

Capital

INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

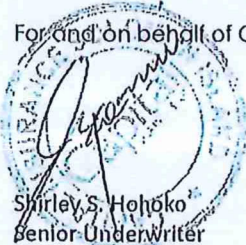
01 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME	:	Brelly Enterprise
POLICY TYPE	:	Workers Compensation
POLICY NUMBER	:	60253
PERIOD OF INSURANCE	:	From 15 November 2022 at 4:00pm To 15 November 2023 at 4:00pm
INTEREST INSURED	:	Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law
GEOGRAPHICAL LIMITS	:	Anywhere in Solomon Islands
SUMS INSURED	:	As per benefits under the Workers Compensation Act Common Law Liability Limit - \$150,000 per event
POLICY EXTENSION	:	Haus-Krai \$10,000 per employee/claim
STANDARD DEDUCTIBLE	:	Nil applies
INTERMEDIARY	:	United Risk Services Ltd

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.



Shirley S. Hohoko
Senior Underwriter

Suite 208, Hyundai Mall, P.O. Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

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		N/A		
Completion report if goods/services and works have been completed		✓		
Other reports if any (goods and services) Addendums		✓		
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: [Signature]

Name and Position: HAZEL H (CA-ELECTRICIAN)

Date: 11/09/2023

Procurement section Compliance performed by:

Signed: [Signature]

Name and Position: P. Hume (PCM)

Date: 12/9/23

Finance Department Compliance performed by:

Signed: Pauline Tome. - 1

Name and Position: Pauline Tome. Accounts Payables

Date: 12/9/23