PACIFIC GAMES
SOLOMON ISLANDS

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: KWAN CONSTRUCTION – Retention Payment - Lacoson Tama Upgrade, Lot 5 - Remaining Streetures

1) Minute	☑	Sign by ED			
2) Requisition	☑	Compliance Officer		Sign by ED	
3) Payment Voucher	☐	Sign by FC		Sign by ED	✓ 15/1/2024
4) LPO	☐	Sign by FC		Sign by ED	
5) IB Authorisations	☐	Sign by FC		Sign by ED	

Comments:

- Contractor to sign comp. cert. ✓

2023 RECIEVED
DATE
PACIFIC GAMES SOLOMON ISLANDS
SIGN

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	18/01/2024 12:10
Transaction Number:	AHP96628

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 16,611.89
Transfer From Amount: SBD 16,611.89
Indicative :
My Reference: Retention Paymen

Payment Details

Account Name: Kwan Construction
Account Number: 20020201123011
Bank Name: Bred Bank
Reference To Payee : INV#3-Retention

PAID
DATE 6/2/24 CHQ. No.

Pay Date : 18/01/2024

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
18/01/2024 12:10 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
05/02/2024 10:10 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : Verified
06/02/2024 13:07 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
06/02/2024 13:07 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 AHP96628

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 16,611.89
Transfer From Amount: SBD 16,611.89
Indicative :
My Reference: Retention Paymen

Payment Details

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

5/2my

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

KWAN CONSTRUCTION
P O BOX 1223
HONIARA

PAYMENT VOUCHER

DATE 15/01/2024

Cheque Number IB TRANS

Total Amount Paid $16,611.89

Payment No.03 (10%) for Renovation works at Lawson Tama Stadium for 2023 Pacific Games - Lot 5: Remaining Structure.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00001911	17/10/2023	$166,118.90	$149,507.01	$16,611.89

For FCNHA
15/1/24

15/1/24.

Payment Voucher Prepared By: _____ Date: 15/01/24

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

RENOVATION WORKS AT LAWSON TAMA STADIUM FOR 2023 PACIFIC GAMES - LOT 5: REFURBISHMENT OF REMAINING STRUCTURE.

KWAN CONSTRUCTION

Payment No.	DATE		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			179,588.00				
No.1	17/10/2023	50%	89,794.00		6,734.55	83,059.45	PAID
No.2	2/11/2023	40%	71,835.20		5,387.64	66,447.56	PAID
No.3	15/01/2024	10%	17,958.80		1,346.91	16,611.89	Payment in progress
			-		-	-	
					-	-	
TOTAL			***179,588.00***	-	***13,469.10***	***166,118.90***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMO – 1282/23

DEPARTMENT: PMO

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Request Approval for retention payment 3 (10% for Retention) Project Upgrade to KWAN Construction – Lot 5, Refurbishment of Remaining Structure.	KWAN CONSTRUCTION	–	$17,958.80
				TOTALS	$17,958.80

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $17,958.80 Date: 19/12/23

Requisition Officer (Name): SOLEANA GAGAHE Sign:

Account Code: 6-2717

Account Name: Other Local Other Cost

Funds available on this account:

Supervisors Certification (Accountable Officers)

Certifying Officer (Name): LEEROY BIRD Sign:

Post: ED (PMO)

Department: GFC – PMO

Authority is granted for expenditure not exceeding:

SBD$ 17,958.80

Signed:

P.P. Name: CHRISTIAN NIENG/ED

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Peter H Date: 11/01/23

Position: C.P.M.

opy 1 White NHA Finance
opy 2 Pink Compliance Department
py 3 Yellow 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 P.P. — 11/01/2024

Thru: Leeroy Bird, Executive Director, PMU 19/12/23

From: Queenie Poznanski, PMU

NHA Ref: **QP-081223**

Date: Friday 8th December 2023

SUBJECT: Request Approval for Retention Payment 3 (10% for Retention) for Lawson Tama Project Upgrade to Kwan Construction - Lot 5, Refurbishment of Remaing Structure.

Dear ED,

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

Payment Summary

Contract Name	Description of Payment	Percentage	Amount of claim
Renovation Works at Lawson Tama Stadium for 2023 Pacific Games – Lot 5: Renovation of Remaining Structure.	Retention Payment for Kwan Construction	10%	$17,958.80

I therefore request your approval for the above payment to be made as there was no defects found during final inspection. See attached invoice and other relevant documents in support of the above request.

Kind regards,

Queenie Poznanski
Project Manager, PMU

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

PROGRESS PAYMENT CERTIFICATE NO: 03

Payment Schedule Name:	Payment No. 3		
Project Name:	Renovation Works at Lawson Tama Stadium for 2023 Pacific Games – Lot 5: Renovation of Remaining Structure		
Service Provider:	Kwan Construction		
Supervisor:	Queenie Poznanski	**Certificate:**	PC - 03
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	04-Dec-23
		Date Issued for payment:	08-Dec-23
		Contract No:	N/A

A	PROGRESS CLAIM SUMMARY			
REF	**PROGRESS CLAIMS**	**CONTRACT DETAILS**	**PAYMENT DETAILS**	**NOTES**
	Contract Value	$ 179,588.00		
1	Payment 1 (50% of Contract Value)	$ 89,794.00	50% Mobilization	This Claim - 50% Mobilization Payment
2	Payment 2 (40% of Contract Value)	$ 71,835.20	40% Completion	This Claim - 40% Completion Payment
	Payment 3 (10% of Contract Value)	$ 17,958.80	10% Retention	This Claim
3				
4	**Progress Claim to date**	**$ 179,588.00**		
5	**Original Contract Value**	**$ 179,588.00**		
6	**Total Adjusted Contract Value**	**$ -**		
7	**Balance of Contract Payment**	**$ -**		

B	PAYMENT DETAILS		
	Progress payment for this claim	$ 17,958.80	
	Retention-Purchaser retains 10% of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 17,958.80	

Payment is certified as conform to payments terms and conditions as stated in the Service Contract Agreement between NHA and Kwan Construction Limited

Payment is hereby certified: 13/12/23

Queenie Poznanski (Project Manager) *Date*

Complianced and approved by: 19/12/23

Soleana Gagahe (Contract Administrator) *Date*

Claim is hereby approved for payment by: 19/12/23

Leeroy Bird (Executive Director - PMU) *Date*

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

INVOICE

Kwan construction

Ranadi
Kukum Highway
P. O.Box 1223
Solomon Island
Ph: 7208869

To: National Hosting Authority
Facility Operations, Sea king Building
Honiara

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Retention Payment (10%)		$17,958.80
		Sub Total	$17,958.80
		Total	$17,958.80

Make all Payment to Kwan Construction Account No: 20020201123011 Bred Bank

THANK YOU FOR YOUR BUSINESS

P.O.BOX 1223 HONIARA SOLOMON ISLAND

PROJECT MANAGEMENT UNIT
NATIONAL HOSTING AUTHORITY

Certificate of Final Completion

(Defects Period Lapse)

Date: **19/12/23**

Contract Name: **Renovation Works at Lawson Tama Stadium for 2023 Pacific Games – Lot 5: Remaining Structures**

Contract No: **Nil**

Defects Period: **1 Months**

Date of Issuance of Practical Completion: **30/10/2023**

Name of Contractor: **KWAN CONSTRUCTION**

The works performed under this contract has been inspected by the authorized Project Manager representing Project Management Unit of National Hosting authority for the Contract mentioned as ***Renovation Works at Lawson Tama Stadium for 2023 Pacific Games – Lot 5: Remaining Structures.*** is hereby declared to be complete final on this date of 19/12/2023.

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

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

.....	.....	.....
Queenie Poznanski	**Soleana Gagahe**	**Leeroy Bird**
Project Manager	**Contracts Manager**	**Executive Director**

Contractor hereby accepts construction project as finally complete.

.....

Contractor Representative
Timmy Kwan
Kwan Construction

KWAN CONSTRUCTION PO BOX 122 MUNIARA

PROJECT MANAGEMENT UNIT
NATIONAL HOSTING AUTHORITY

Date: 19/12/2023

DEFECTS COMPLETION REPORT CERTIFICATE

To: **KWAN CONSTRUCTION** *(The Contractor)*	**To:** **National Hosting Authority** *(The Employer)*
Contract person: Timmy Kwan	**Contract person: Christian Nieng**
Address: Ranadi Honiara- Solomon Islands Email: Mob: 7208869	**Address:** **National Hosting Authority** **Old Sea King Building** **P.O. Box 2443** **Honiara, SI**
Telephone: 7208869	**Telephone: 42098**

Contract no: Nil
Contract title: ***Renovation Works at Lawson Tama Stadium for 2023 Pacific Games – Lot 5: Remaining Structures***

DEFECTS CERTIFICATE			
	day	**month**	**year**
Completion achieved on:	**30th**	**10**	**2023**
The end of the last *defects correction period* is:	**30th**	**11**	**2023**
The *defects date* is:	**30th**	**11**	**2023**
This Defects Certificate Date is: (at the later of the *defects date* or the end of the last *defects correction period*)	**19th**	**12**	**2023**

Defect reference	**List of Defects modified before the *defects date* which the *Contractor* has not corrected** (or if there are no such Defects, a statement that there are none.)
	No defects encountered during the Defects Liability Period

Works checked and certified by the Project Manager:

.....	Queenie Poznanski	19/12/23
Signature:	*Name:*	*Date:*

Final Approval Certificate

It is hereby certified that in accordance with the provisions of the General Conditions of Contract, that the above-mentioned works have been completed and all defects have been corrected in accordance with the provisions of the Contract.

Certified by the Executive Director:

.....	**Leeroy Bird**	19/12/23 .....
Signature:	*Name:*	*Date:*



P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

CERTIFICATE OF PRACTICAL COMPLETION

PROJECT NAME:	RENOVATION WORKS FOR THE SUBBING AREA ANN FLAGPOLE AT LAWSONTAMA STADIUM FOR 2023 PACIFIC GAMES	**PROJECT REF**	
NHA PROJECT REF:		**CERTIFICATE NO:**	1
CONTRACT NO:	N/A	**DATE ISSUED OF COMPLETION CERTIFICATE**	30/10/2023
CONTRACTOR:	KWAN CONSTRUCTION	**DLP (Defect Liability Period)**	1 Month
WORK TYPE:	CARPENTRY WORKS	**Lot No:**	Lot 5
PROJECT SITE:	LAWSON TAMA	**BUILDING No.:**	N/A
BUILDING NAME:	SUBBING AREA & FLAGPOLE		

1. TERMS AND CONDITIONS OF PRACTICAL COMPLETIONS

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

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

the parties.

v. Replace or repair any goods or technical installed equipment under Warranties of such goods or equipment.

vi. Defects Liability Period commences thereafter signing and issuance f 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 27th of October 2023

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

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

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

Issued by: Queenie Poznanski (Project Manager) 30/10/2023 (Date)

Timmy Kwan
Contractor Representative 01/11/2023 (Date)

KWAN CONSTRUCTION PO BOX 1223 AUMARA

Signed by Soleana Gagahe
Contracts Manager 01/11/23 (Date)

Signed by Leeroy Bird
(Executive Director) 1/11/23 (Date)

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

CONTRACT AGREEMENT

FOR

RENOVATION WORKS FOR LAWSON TAMA STADIUM FOR 2023 PACIFIC GAMES

LOT 5 – RENOVATION WORKS FOR THE SUBBING AREA AND FLAGPOLES

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

KWAN CONSTRUCTION

October 2023

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SECTION I: CONTRACT AGREEMENT

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

The Purchaser

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

And

The Contractor:

The Contractor herein named as **Kwan Construction** which has its registered office in Honiara, legally represented in this matter by **Mr Watson Kwan,** hereinafter referred to as the Contractor, and have agreed to conduct **Renovation Works for Lawson Tama Stadium for 2023 Pacific Games – Lot 5 Subbing Area and Flagpoles, at Lawson Tama, Central Honiara** herein mentioned as Works specified in the Scope of Works.

1. The price for the execution of Works is confirmed in the Bill of Quantities as part of your Request for Quotation submission that was hereby approved on **Monday 2nd October 2023.**
2. The total accepted Bid Price shall be **SBD$ One Hundred, Seventy - Nine Thousand and Five Hundred, Eighty – Eight Dollars only (SBD $179,588.00).** The agreed price for the execution of the Works is fixed for the duration of the Contract.
3. The place where the Works have to be executed shall be at the **Lawson Tama – Lot 5 Subbing Area and Flagpole – at Lawson Tama, Central Honiara,** at the specific site as selected by the Client.
4. The time limits for execution of the Works shall be maximum of **3 weeks** and shall be on the basis turnkey specific contract process.
5. The Contractor shall strictly comply with the terms and conditions as mentioned in the Special & General Contract Conditions for the Execution of Works and the Technical Specifications/Bill of Quantities/Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.
6. The Contractor, herein **Kwan Construction** shall make invoice(s) to the Purchaser at the Address mentioned as Project Management Unit of National Hosting authority, quoting the, the amount of progress payment as per Schedule and above-mentioned Contract number and name.
7. This Contract is subject to the provisions of the attached General Conditions of Contracts for the Execution of Works.
8. This Contract is made up of the following documents, in order of precedence:

- *this Contract Agreement*

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

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

SIGNING OF CONTRACT AGREEMENT

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

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Timmy Kwan
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Director Kwan Construction
Date:	16/10/2023	**Date:**	12/10/2023

Witness signing by Project Management Unit/NHA	
Signature	
Name:	Leeroy Bird
Designation:	Executive Director Project Management Unit, NHA
Date:	12/10/2023

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Application

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

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Purchaser in the Technical Specifications and Scope of Works, and quoted for by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at

the delivery location specified by the Purchaser, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.

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

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

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

Article 4 Guarantee

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

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

4.3 The Purchaser may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60 days of discovering this fact. If the Contractor receives such a notification from the Purchaser, the Contractor will rectify the defect or non-conformity within a period set by the Purchaser in accordance with the provisions of Article 13.

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

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

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

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

Article 5 Inspection

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

5.2 If the Purchaser wishes to inspect the Works:

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

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

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

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

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

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

Article 7 Method of Notification

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

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

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

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

Article 8 Confidentiality

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

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

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

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

FINANCIAL PROVISIONS

Article 9 Prices

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

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

Article 10 Invoicing and payment

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

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

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

10.4 The Purchaser may withdraw retention payment from the Contractors milestone payments. The total sum of the accumulated retention payment shall be released after satisfactory performance after the Defects Liability Period and upon verification by the Client.

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

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

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Purchaser should make an Advance Payment prior to the start of the Works, the Contractor will issue the Purchaser with an Advance Payment bank guarantee in advance of making the payment to the Contractor. This Advance Payment bank guarantee issued by the Contractor will cover the value of the Advance Payment. The Purchaser is not required to pay any of the cost of the guarantee.

11.2 The '*Advance Payment Guarantee*" will be issued by a bank approved by the Purchaser, in accordance with the model attached to the Standard Bidding Documents.

11.3 The Purchaser may allow the Contractor to claim Milestone payments and allow an offset of the Advance Payment to the milestone payments.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

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

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

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

b. its right to compensation.

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

Article 13 Non-performance

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

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

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;

b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the

Contract in accordance with the provisions of Article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

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

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

16.3 The Purchaser may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies

for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in Article 21 occur, or if the Contractor undergoes a merger or division.

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

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

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

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

Article 19 Assignment of rights and obligations under the Contract

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

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

Article 20 Insurance

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

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

20.3 The Contractor assigns to the Purchaser in advance all rights to the payment of insurance proceeds as referred to in paragraph 20.1, in so far as such proceeds relate to damage for which the Contractor is liable to the Purchaser under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Purchaser, without prejudice to the Purchaser's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Purchaser will be deducted from the amount of compensation the Contractor is required to pay to the Purchaser in respect of the insured event.

Article 21 Bribery and conflicts of interest

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

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

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

26.2 Any written or oral agreements previously made by the Parties about the order(s) placed

under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: SPECIAL CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. **THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O. Box 2443 Honiara, Solomon Islands b. **THE CONTRACTOR:** Kwan Construction Ranadi, Honiara P.O.Box 1223 Solomon Islands Phone: 7612299 c. **THE LOCATION SITE IS:** Subbing and Flagpole area at Lawson Tama, Central Honiara
	1.12, 1.13	• **THE PURCHASER'S PROJECT MANAGER IS:** Queenie Poznanski Project Management Unit National Hosting Authority Email: QPoznanski@sol2023.com.sb
		• **THE CONTRACT ADMINISTRATOR IS.** Soleana Gagahe Contracts Manager Project Management Unit National Hosting Authority Email: SGagahe@sol2023.com.sb • **CONTRACTOR'S PROJECT MANAGER** Timmy Kwan Kwan Construction Ranadi, Honiara P.O. Box 1223 Solomon Islands

		Phone: 7612299
3. Delivery of the Works	3.1	The Works shall be completed within **3 *weeks*** from the Contract Commencement date. **Note:** *For this Contract, a six-day working week is assumed. Therefore, the Works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	The Defects Liability Period shall be ***1 month from date of Practical Completion for all the Works*** for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either: a) make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense.
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Purchaser, in lieu of a Performance Security. The Performance Securing Declaration is at *Section VII: Annex II* (page 38) of the Contract.
5. Inspection	5.1	Inspection and tests by the Purchaser or 3rd party in name of the Purchaser 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 Purchaser or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE PURCHASER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Leeroy Bird Executive Director Project Management Unit Email: LBird@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:** Mr Timmy Kwan Kwan Construction Ranadi, Honiara P.O.Box 1223 Solomon Islands Phone: 7612299

9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the employer provided the request for variation is made prior to the work being undertaken, and the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	a) Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for Works completed. The Project Manager is to inspect the Works and if in grievance with the Contractor authorise payment of the claim. b) If there is a difference between the assessed Works complete and the claim amount the Contractor is to adjust the claim to match the value of the completed Works. c) Payment for milestone completion shall conform to the payment schedule as in section III of the Contract.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
12. Penalty (Liquidated Damages)	12.1	Applicable rate for the Liquidated damages is: 0.1% per day.
14. Contractor's Liability	14.1	Notwithstanding Article 14.1 of the GCC, the Contractor's liability is twice the Contract value as stated in the Contract between Purchaser and Contractor.
20. Insurances	20.1	Contractor shall provide with their tender to following proof of insurance: - Workmen's Compensation As required by SI Law - Third Party Liability SBD 2,000,000 - Equipment for use in Project Replacement Value

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD $ 179,588.00
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No.1	Mobilization (50%) Payment shall be made prior to Contractor's mobilization to site and commencement of Works.	$ 89,794.00	$ 89,794.00
Payment No. 2	40% payment shall be made upon completion of all Works as per the Scope of Works, upon verification by the Client and Issuance of the Certificate of Practical Completion from the Client to the Contractor	$ 71,835.20	$ 71,835.20
Payment No. 3	10% Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after one month of Practical Completion.	$ 17,958.80	$ 17,958.80
TOTAL			**$ 179,588.00**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

1. INTRODUCTION

The Lawson Tama Upgrade Project covers the renovation of existing facilities within the Lawson Tama Compound purposely, in preparation for the upcoming 2023 Pacific Games. The Lawson Tama Stadium is currently under the ownership of the Honiara City Council, with the Solomon Islands Football Federation leasing it and utilizing it for their football matches.

The stadium, with its field of play, and the north and south grandstands, also has other supporting facilities within the Lawson Tama compound. The supporting facilities include A changing room building that also has a medical room and referees' room alongside two changing rooms, a weightlifter's building, a public ablution block, subbing areas, workshop, market house, flagpoles and field lighting.

This is one of the slower projects to roll out in its implementation, due to its Scope and planned delivery scheduled for next year, at a much closer timeframe to the 2023 Pacific Games.

This Scope of Work is for the Remaining Structures at Lawson Tama Stadium. Remaining Structures include the flag poles and the subbing area.

Information about the Remaining Structures at Lawson Tama Stadium

i. **Flag Poles**

Quantity = 40 Poles

Diameter = 50mm

Total Height = 7 m

ii. **Subbing Area**

Total Length = 4.92 m

Total Width = 1.38 m

Total Height = 1.84 m

1.1 Site Locality

a. **Location:** The site whereby Works shall take place is located at the Lawson Tama Stadium as shown below:

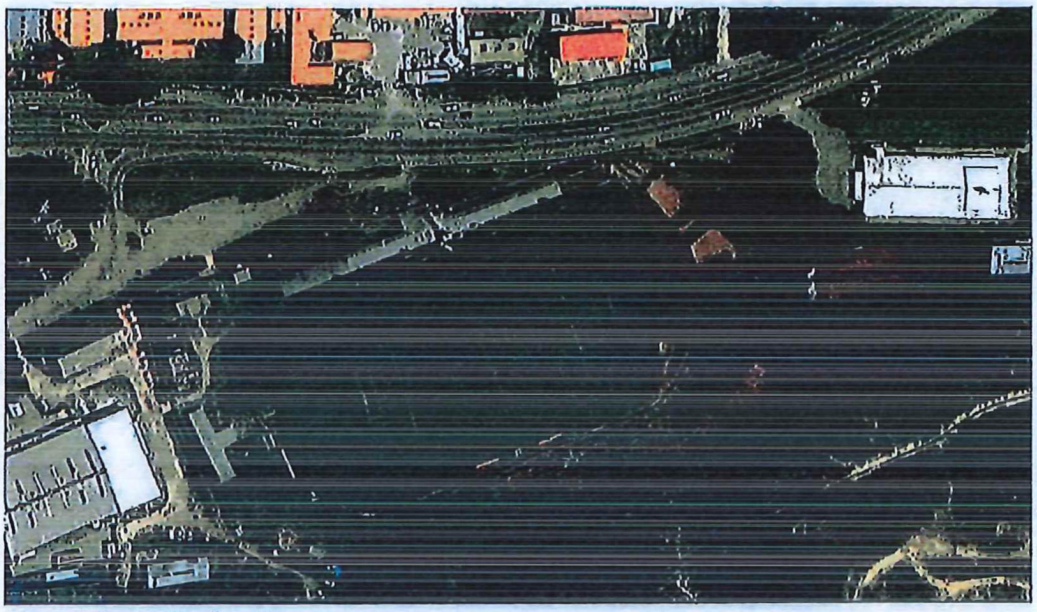

Figure 1: Project Site Location

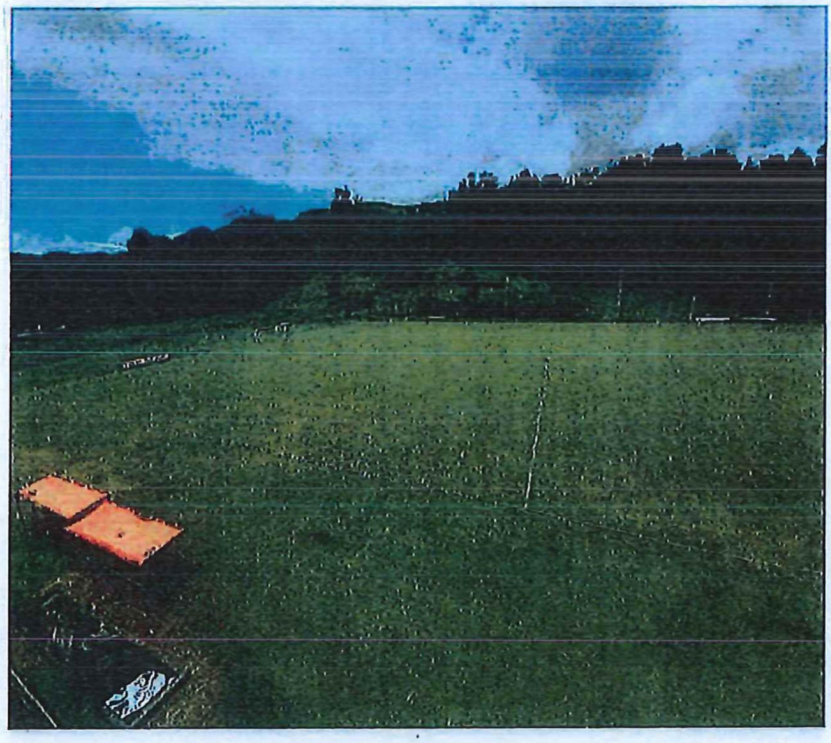

Figure 2: Lawson Tama Field of Play – Subbing Structure

2. SCOPE OF WORKS REQUIREMENTS

The Scope of Work to be carried out by the contractor is expected to include, but is not limited to the following:

(Note that Works detailed in this section relates to the Subbing and Flag-pole Area (Lawson Tama) building renovation/refurbishment works). Rates entered should include for all necessary costs required to supply and fix the works inclusive of all transport and associated costs.

2.1 Preliminaries

- Allow for site setup prior to commencement of repair works
- Allow for disconnection of utilities prior to repair works, electricity, water, and other utilities
- Allow for workmanship insurances and other administration costs
- Allow to continue to maintain the work site during repair works, scaffolding and removal after works.

2.2 REMAINING STRUCTURES

Flag Poles:

- There are forty (40) flag poles existing at the Lawson Tama Stadium.
- Allow for sanding, wash clean all pole surface area and apply 3 coat paint of specified colour Painting of all flag poles.
- Allow to install/replace pulley on flagpole if needed.

Subbing Area:

- The subbing area or bench is a mobile one. It can be moved to any preferred side of the field during any match played at Lawson Tama Stadium.
- Repainting of all surface area of the subbing area. Including the tent structure and timber sitting bench
- Allow for the replacement of tent cover for all subbing benches.

SECTION VI: SPECIFICATIONS & GENERAL REQUIREMENTS

1. Preliminary & General

The Contractor will be responsible for the following:

- Provision of all material and labor on site.
- High quality of workmanship and finishes by appropriately qualified personnel.
- Maintenance of site access and site storage.
- Provision of all temporary site service including, but not limited to; water, electricity, site sanitation etc.
- Protection of all Works.
- Provision of site office and site storage to suit the Contractor's personnel needs.
- Connection of all permanent services to the Works.
- Site cleanliness and tidiness for maintenance of safety and environment.

2. Health and Safety

The Contractor is to ensure safety of all personnel and the public whilst on site. It is mandatory for the Contractor to submit a Work Safe Method Statement before commencing any Works on site. The Work Safe Method Statement is to be reviewed and approved by the Employer to a minimum the following criteria must be met;

3. General Safety Requirements

The Contractor must put controls in place to eliminate, isolate or minimize all hazards. General hazards include;

- General public
- Heavy plant (trucks reversing, excavators)
- Deep excavations
- Falling objects
- Hot Works
- Working at height

3.1.1 Personal Protective Equipment (PPE)

Contractors personnel or any visitor on site must comply, at a minimum, with the following;

Safety boots/ Footwear	Steel cap boots to be worn at all times
High Visibility (HV) Clothing	HV jacket or vest to be worn at all times.
Head Protection	Hard hat to be worn when working under falling hazards (cranes, scaffolding, double storey structure
Hearing Protection	Hearing protection is to be used when operating or in the vicinity of noisy equipment.

3.1.2 Specific Safety Requirements

The Contractor must, to a minimum, comply with the following:

Equipment	The Contractor is to nominate the equipment to be used on site. A detailed equipment list is to be submitted as part of the Contractors tender submission. All equipment is to be in safe and working order and must all have current licenses where appropriate. Vehicles are to be operated by qualified or adequately trained personnel.
Ladders	Must be available on site and in good condition and fit for industrial use.
Scaffold	Must be in good condition and adequately assembled by trained personnel
Power Tools	Tools on site must be serviced, in good condition and adequate for the task/job carried out.
Electricity	Any Works that involve the use of electricity, including temporary power during Works, is to be carried out be a suitably trained and certified electrician.
Fencing	Contractor is to separate construction area from general public areas using fencing or barrier tape. The site should be a distinct isolated work area. All hazards such as open excavation also need to be clearly marked or fenced.
Signage	Contractor to erect appropriate warning signage at work site. A project signboard is to be installed at the site entry at the commencement of Works. Project sign board needs to be approved by Employer's representative prior to erection.
Storage	Materials are to be stored in an appropriate and safe manner; and in accordance with any relevant material safety data sheet (MSDS).
Waste	All waste is to be collected and moved to a location identified and approved by Employer's representative as a waste disposal area.
Ablution	The Contractor should provide adequate ablutions for all personnel or visitors on site. Ablutions must be cleaned on a regular basis to maintain adequate hygiene standards.
Access	Site must have a designated entry and exit point. The entry and exit point should be clearly signed and located to provide minimal disruption to the public.
Authorised Personnel	Only authorised personnel allowed on site – appropriate signage must be in place to communicate this.
Evacuation Plan	An emergency evacuation and management plan must be in place and made known to all on site.
Fire fighting	Fire extinguishers must always be available on site and positioned in areas for ease of access in emergency.
First Aid	A first aid kit must always be available on site. The Contractor is to ensure that at least two of the Contractor's personnel on site at any time are adequately trained and certified in First Aid.
Emergency Response	Emergency response (Police, Ambulance, Fire Brigade) numbers must be available and displayed on site in event of an emergency.

Drug & Alcohol	No smoking, alcohol consumption or chewing of betel nut is permitted by the Contractor or staff. No illicit drug of any type are to be present or in use on site.
Child Protection	Children are not allowed on site at any time and no worker is ever to accompany a child on site without the expressed approval of the Employer's representative

3.1.3 Quality

The Contractor is to ensure a Quality Management System (QMS) is maintained throughout the duration of the Works. To a minimum the QMS must ensure the following is maintained.

- Quality Management Plan.
- Quality Management records (testing records, compliance certificates).
- Internal quality audits.
- Non conformance and corrective actions list.

The Contractor must present the QMS and Quality management plan to the Employer's representative for approval before the Works can commence.

3.1.4 Environment

Environmental measures for the project are to include:

- All waste is to be removed from site and disposed of as per Local Authority requirements.
- No waste is to be burnt on site.
- Protective measures must in place to ensure that no run off from the site goes into nearby waterways.
- Any spill of chemicals, diesels or hazardous materials are cleaned up immediately. All hazardous materials are stored in a safe place and in a way that spillage will not harm the environment.

3.1.5 Project Administration

Authorised Representative	The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English.
Pre – Start Meeting	A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities.

Project Meetings	Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor.
Project Reporting	The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum: • Project progress and timeline update • Key issues and blockages • Pending approvals • Safety summary • Quality summary • Equipment summary • Staff records • Photographic records • Project Finance update
Payment Claims	Payment Claims are to be presented to the Employer's Representative /Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment.
Work Hours	Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the Contractor and approval provided by the Employer's representative.

SECTION VII: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: PERFORMANCE SECURING DECLARATION

ANNEX IV: CONTRACTOR'S PRICED BILL OF QUANTITIES

QUOTATION

Kwan construction

Ranadi
Kukum Highway
P. O.Box 1223
Solomon Island
Ph: 7208869

To: National Hosting Authority
Facility Operations, Seaking Building
Honiara

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	SUBBING AREA ANN FLAG POLE JOB		$179,588

SubTotal	$179,588
Total	$179,588

KWAN CONSTRUCTION
PO BOX 1223, HONIARA

THANK YOU FOR YOUR BUSINESS
P.O.BOX 1223 HONIARA SOLOMON ISLAND

SOUTH PACIFIC GAMES 2023
Lawson Tama Refurbishment Project
Facilities: Stadium Lighting Structures and Grandstand

ITEM	DESCRIPTION OF WORK	QTY	Unit	RATE	AMOUNT
1	NOTES TO CONTRACTORS				
1.1	Note that works detailed in this section relates to Lawson Tama Stadium Refurbishment - Stadium Lighting Structures and Grandstand Building		note		
2	ADDITIONAL ITEMS				
2.1	The contractor should read and familiarise with the preliminaries section of the tender documents		note		
3	SUPERVISION				
3.1	Allowance for full time supervision of the works by a suitable qualified and experienced individual as named and detailed within the tender document	4	weeks	1500	$6,000.00
4	SITE				
4.1	Allow for clearing of work place, chart away all materials, waste and keep the work area tidy at all times	4	weeks	1000	$4,000.00
5	LANDSCAPING				
5.1	Allow for cleaning and landscaping around the structures	1	item	3500	$3,500.00
6	FEES				
6.1	Allow for fees and work permits in realtion to provincial regulations	1	item	1000	$1,000.00
6.2	Allowance for erection, maintenance and dismantling of scaffolding	1	LS	6000	$6,000.00
7	FIRST AID				
7.1	Allowance for providing and maintaining First Aid Kit and all necessary safety equipment	1	item	1500	$1,500.00
8	INSURANCE				
8.10	Allowance for all necessary insurance in realtion to the project	1	item	8000	$8,000.00
	Total Preliminaries Carried to Summary				$30,000.00

SOUTH PACIFIC GAMES 2023
LAWSON TAMA REFURBISHMENT
SUBBING STRUCTURE & FLAG POLE

ITEM	DESCRIPTION OF WORKS	QTY	UNIT	RATE	AMOUNT
1	NOTE TO CONTRACTORS				
1.1	Note that works detailed in this section relates to Lawson Tama Stadium Subbing Area & Flag Pole		note		
1.2	Rates entered should include for all necessary costs required to supply and fix the works inclusive of all transport and associated costs		note		
2	ADDITIONAL ITEMS				
2.1	Refer to the drawings and Specification for full details and descriptions of materials and workmanship		note		
3	FLAG POLES				
3.1	Allow to install/replace pulley on flag pole if needed	40	no.	$ 450.00	$ 18,000.00
3.2	Allow for sanding, scrab clean all pole surface area and apply 3 coat paint of specified colour	600	sq.m	$ 80.00	$ 48,000.00
4	SUBBING AREA				
4.10	Allow for sanding, wash clean all **surface area of the tent structure** and apply 3 coat paint of specified colour	1	Ls.	$ 2,000.00	$ 2,000.00
4.20	Allow for the replacement of existing **Tent Cover**	4	Item	$ 1,500.00	$ 6,000.00
4.30	Allow for sanding and clearing of **sitting bench** and apply 3 coat paint of specified colour	10	sq.m	$ 75.00	$ 750.00
	Allow for miscellenous items for this section	1	Ls.	$ 3,000.00	$ 3,000.00
Total **Subbing Area & Flag Pole** Carried to Summary					**$77,750.00**

SOUTH PACIFIC GAMES 2023
LAWSON TAMA STADIUM REFURBISHMENT PROJECT

SUMMARY SHEET

Item	Description of Work			Amount
1	Preliminaries			$ 30,000.00
2	Works for Subbing Area and Flagpole			$ 77,750.00
	Materials Total			**$ 107,750.00**
	Labour	30%		**$ 32,325.00**
	Amount of overhead costs, tax & profit margin	25%		$ 26,937.50
	Sub-Total			**$ 167,012.50**
	Tax (7.5%)	7.5%		**$ 12,525.94**
	TOTAL LUMP SUM			**$179,538.44**

ANNEX V: CONTRACTOR'S INSURANCE CERTIFICATE

ANNEX VI: CONTRACTOR'S HONIARA CITY COUNCIL BUSINESS LICENSE

ANNEX VII: CONTRACTOR'S COMPANY HAUS CERTIFICATE

ANNEX VIII: CONTRACTOR'S INLAND REVENUE TAX CERTIFICATE

ANNEX IX: CONTRACTOR'S WORK SCHEDULE

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Chairman, National Hosting Authority

Thru: Leeroy Bird, Executive Director, PMU

From: Queenie Poznanski, PMU

NHA Ref: **QP - 270923**

Date: Wednesday 27th Sept 2023

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL2023 PACIFIC GAMES

SUBJECT: REQUEST FOR BID WAIVER – LAWSON TAMA UPGRADE PROJECT FOR PACIFIC GAMES 2023.

Dear Chair,

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

With urgency to deliver the required facilities for the Pacific Games 2023, NHA-PMU is seeking the service of works of qualified contractors to do renovation works for the Lawson Tama Upgrade Project. The upgrade is urgent, as the site would be used during the games and should be operational by end of October 2023.

Waiver is required to quickly identify contractors for the renovation works as required as the Lawson Tama Upgrade Project was split into 5 Lots. However, waiver of the tender process, collection of quotes was conducted where fifteen (15) contractors (3 contractors per Lot) were requested to submit their costings for the 5 lots.

Attached are the following documents for your review and approval.

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

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

Kind regards,

Queenie Poznanski,
Project Manager
Project Management Unit – PMU

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY

09/3/23

Signature Date

Dr. Jimmie Rodgers (SPM)
Chairman
National Hosting Authority

Approved	Not Approved
✓	

Cc. FC
Cc. CM

C/-P.O. Box 2443
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NATIONAL HOSTING AUTHORITY
Solomon Islands Government

Bid / Quotation Waiver

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

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

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

Description of Product / Service					
RENOVATION WORKS – LAWSON TAMA UPGRADE PROJECT					
REASON FOR REQUEST (Please Tick)					
Genuine Market Limitation		**Natural Disaster**		**SI at War**	
Public Emergency	✓	**Technical or Specialized Equipment**		**Other**	✓

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

NHA –PMU is currently in the process of construction renovation works for the Lawson Tama Upgrade Project. As part of our development plan, NHA –PMU require construction services to upgrade the stadium to be used as a practice field as well as soccer matches during the Games.

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

NHA –PMU (TEC) hereby recommends **5 contractors** for this renovation works as follows;

Lot 1 _ MAIN GRAND STAND – MOTAWA ENTERPRISE $1,247,996.74

Lot 2 _ CHANGING ROOM BUILDING – LIMAKAI CONSTRUCTION $846,054.98

Lot 3 _ SOUTH STAND – FAMPAC HOLDINGS LTD $735,860.61

Lot 4 _ PUBLIC ABLUTION – ANNIE SOLUTION LTD $248,067.97

Lot 5 _ REMAINING STRUCTURE – KWAN CONSTRUCTIONS $179,588.00

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

Recommended Contractors;

Lot 1 - MOTAWA ENTERPRICE - $1,247,996.74

Lot 2 - LIMAKAI CONSTRUCTION - $846,054.98

Lot 3 - FAMPAC HOLDINGS LTD - $735,860.61

Lot 4 - ANNIE SOLUTION LTD - $248,067.97

Lot 5 - KWAN CONSTRUCTIONS $179,588.00

Requested by: Division / Section	**Signed:**.....**Date**29/09/23
Project Management Unit (GFC)	**Leeroy Bird** **Post: Executive Director (PMU)**
Approved by: Accounting Officer	**Signed:** **Date** 29/09/23 **Christian Nieng** **Executive Director** **National Hosting Authority**

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOLOMONS 2023 PACIFIC GAMES

MINUTE

TO: Executive Director/NHA

FM: Secretary

SUBJECT: BID WAIVER – LAWSON TAMA UPGRADE PROJECT

Discussed the matter with Queenie of PMU.

2. Have also discussed that in future, minute(s) accompanying requests should be channeled through the ED/NHA before the Chairman/NHA final approval. That will be done only when ED approves of request whether it be Bid Waiver or other normal requisitions.

3. The request for Lawson Tama did not have the ED as the Accounting Officer before the Chair finally blessed it.

4. I am of the view that this could have been the norm previously before the LT Project as it is now. If that is so, and you consider it proper, the Bid Waiver requires your signature.

Thank you.

D Regatule

13th October 2023

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
2023 PACIFIC GAMES

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: LAWSON TAMA – REQUEST APPROVAL FOR WORKS TO COMMENCE.

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

Comments:

ED, See attached, the Lawson Tama upgrade projects for Pacific Games 2023. (All lots). Your approval is needed for the Bid winner, as there has already been approved during the board meeting Wednesday (.09/10/23)

Thank you,

Gladys.

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

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: Graham Ulo – PMU NTH

Date: 11/01/24

Procurement section Compliance performed by:

Signed: _____

Name and Position: Tumani Buri CPO

Date: 11/01/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: Lovelyn T (A/P)

Date: 15/01/24