



**Transaction or Request Lodgement Receipt**

**Transaction or Request Description:** ANZ to Other Bank Transfer  
**Transaction or Request Status:** Posted  
**Date / Time:** 12/05/2022 13:06  
**Transaction Number:** AEW50976

**Transaction Details:**

ANZ to Other Bank Transfer

From Account: 5691140  
 Transfer Amount in Local Currency: SBD 183,660.00  
 Transfer From Amount: SBD 183,660.00  
 Indicative :  
 My Reference: Survey DC Park

Payment Details

Account Name: Azimuth Surveys  
 Account Number: 1393660101  
 Bank Name: Bank of South Pacific  
 Reference To Payee : INV#11/2022 Pay1

Pay Date : 12/05/2022

**Comments:**

\*\*\*\*\* Authorisation Details \*\*\*\*\*  
 12/05/2022 13:06 Pauline Tovua  
 Authorisation Required for : ANZ to Other Bank Transfer (2A)  
 13/05/2022 12:41 Christian Nieng  
 Authorised -ANZ to Other Bank Transfer  
 Comments : verified  
 13/05/2022 13:23 Debbie Ofaeri Sifoni  
 Authorised -ANZ to Other Bank Transfer  
 13/05/2022 13:23 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 AEW50976

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### Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 183,660.00

Transfer From Amount: SBD 183,660.00

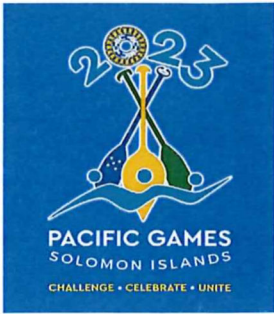
Indicative :

My Reference: Survey DC Park

Payment Details

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





NATIONAL HOSTING AUTHORITY

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

Azimuth Surveys  
P O Box 595  
Honiara  
Solomon Islands

PAYMENT VOUCHER	
DATE	12/05/2022

Cheque Number      IB TRANS  
Total Amount Paid    \$183,660.00

Being for payment No.1 50% mobilization fo UXO Survey of DC park

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000542	11/05/2022	\$367,320.00	\$0.00	\$183,660.00



13/5/22



Payment Voucher Prepared By: \_\_\_\_\_ Date: 12/05/22.

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PAYMENT SCHEDULE  
AZIMUTH SURVEYS  
UXO SURVEY OF DC PARK - GTB01/22

Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
		\$367,320.00				
No.1	50%	183,660.00			183,660.00	payment in progress
No. 2	15%	55,098.00			55,098.00	
No.3	35%	128,562.00			128,562.00	
					-	
<b>TOTAL</b>		<b>367,320.00</b>	-	-	<b>367,320.00</b>	

# AZIMUTH SURVEYS

AZIMUTH SURVEYS  
Lot 936/III/H  
Mbumburu Terrace  
Honiara, Solomon Islands  
Telephone: 23039  
Mobile: 7510428

Invoice No: 11/2022

Date: 2 May 2022

Postal address:  
PO Box 595,  
Honiara, Solomon Islands  
[azimuthsurveys@gmail.com](mailto:azimuthsurveys@gmail.com)  
[asoaki@solomon.com.sb](mailto:asoaki@solomon.com.sb)

To: Soleana Gagahe  
Project Manager  
Project Management Unit  
National Hosting Authority

## INVOICE – MOBILISATION PAYMENT CONTRACT GTB - 01/22 UXO SURVEY FOR DC PARK

We are pleased to submit our invoice for the mobilization payment for the Contract GTB-01/22 UXO Survey for the DC Park.

Item 1.0: Fee – 50% Mobilization Payment SBD 183,660.00

**TOTAL THIS INVOICE SBD 183,660.00**

For electronic or payment by T/T, our account details are as follows:

Name of Account: : Azimuth Surveys  
Bank: : Bank South Pacific  
Account No: : 139366 0101  
Swift Code: : BOSPSBSB


# OFFICIAL PURCHASE ORDER

**NHA/SOL2023 Pacific Games**  
**PO Box 2443**  
**Honiara, Solomon Islands**



**PO #** NHA-PO- **0542**

**DATE:** 11-05-22

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

<b>Supplier:</b> AZIMUTH SURVEYS <b>Address:</b> P.O. Box 595 Honiara <b>Mobile:</b> 7510428	<b>Delivery to:</b> pmu. <b>Attention:</b> Peter Hiramane <b>Mobile:</b> 42100 <b>Delivery Date:</b>
--	---

Item	Description	Qty	Price (excl Tax)	Total
1	UXB SURVEY OF DC MARK GTB 01/22		\$	367,320-00

PLEASE INCLUDE PO NUMBER ON ALL INVOICES	Subtotal	\$ 367,320-00
	TAX	
	<b>TOTAL</b>	<b>\$ 367,320-00</b>

**NHA Account Name:** Consultancy Cost.

**MOFT Account Name:** 4 11

**Approved by: Signature:**

[Financial Controller]

**Signature:**

[CEO/EXECUTIVE DIRECTOR]

**NHA Account Code:** 6-2004

**MOFT Account Code:** 2004

**Date:** 11/5/22

**Date:** 11/5/22

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

# OFFICIAL PURCHASE ORDER

**NHA/SOL2023 Pacific Games**  
**PO Box 2443**  
**Honiara, Solomon Islands**



PO #

NHA-PO- **0542**

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

**DATE:** 11/05/22

<b>Supplier:</b> AZIMUTH SURVEYS <b>Address:</b> P.O. Box 595 Honiara <b>Mobile:</b> 75106 289 888	<b>Delivery to:</b> pmu <b>Attention:</b> Peter Hinnac <b>Mobile:</b> 42100 <b>Delivery Date:</b>
--	--

Item	Description	Qty	Price (excl Tax)	Total
11	USB SECURITY OF 32 MBK1 GTB 01/22		\$	367,320-00

**PLEASE INCLUDE PO NUMBER ON ALL INVOICES**

<b>Subtotal</b>	\$ 367,320-00
<b>TAX</b>	
<b>TOTAL</b>	\$ 367,320-00

<b>NHA Account Name:</b> Consultant cost <b>MOFT Account Name:</b> " " " "	<b>NHA Account Code:</b> 6-2004 <b>MOFT Account Code:</b> 2004
<b>Approved by:</b> <i>[Signature]</i> [Financial Controller]	<b>Date:</b> 11/5/22
Signature: <i>[Signature]</i> [CEO/EXECUTIVE DIRECTOR]	<b>Date:</b> 11/5/22

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

# OFFICIAL PURCHASE ORDER

**NHA/SOL2023 Pacific Games**  
**PO Box 2443**  
**Honiara, Solomon Islands**



PO #

NHA-PO- **0542**

DATE: **11/05/22**

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

Supplier: <u>AZIMUTH SURVEYING</u> Address: <u>PO Box 595 Honiara</u> Mobile: <u>75104 229 888</u>	Delivery to: <u>pmu</u> Attention: <u>Porter Hincup</u> Mobile: <u>42100</u> Delivery Date: _____
--	--

Item	Description	Qty	Price (excl Tax)	Total
11	UXB SURVEY OF DE MARK GTB 01/22		\$ 367,320.00	

<b>PLEASE INCLUDE PO NUMBER ON ALL INVOICES</b>	Subtotal <b>\$ 367,320.00</b>
	TAX
	TOTAL <b>\$ 367,320.00</b>

NHA Account Name: <u>Consultancy Cost</u> MOFT Account Name: <u>" " "</u>	NHA Account Code: <u>6-2004</u> MOFT Account Code: <u>2004</u>
Approved by: Signature: <u>[Signature]</u> [Financial Controller]	Date: <u>11/5/22</u>
Signature: <u>[Signature]</u> [CEO/EXECUTIVE DIRECTOR]	Date: <u>11/5/22</u>

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



## 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>Signed</i> Draft Contract ( <b>not yet signed by Supplier</b> ) <i>copy</i>	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 <i>- Mobilisation Payment</i>		N/A		
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		✓	✓	
<b>Compliance checks required and done by Procurement</b>				
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)	✓	✓	
<b>Data entry checks for PV and Cheque payments done by Finance Department</b>				
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: Ghdy  
Name and Position: GLORIA HOLGASS - CA  
Date: 09/05/2022

**Procurement section Compliance performed by:**

Signed: [Signature]  
Name and Position: Leah B, Procurement/ Compliance  
Date: 9/05/22

**Finance Department Compliance performed by:**

Signed: \_\_\_\_\_  
Name and Position: \_\_\_\_\_  
Date: \_\_\_\_\_



# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU 072/22

DEPARTMENT: PMU

## PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment No. 1 - 50% (mobilisation) for UXO Survey for DC Park conducted by Azimuth Surveys Ltd refer to Payment Schedule (Part III of Contract) attached.	Azimuth Surveys Ltd	INV# 11/2022	\$183,660.00
				TOTALS	\$183,660.00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$183,660.00 Date: 09/05/22

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-2004

Account Name: Consultancy Costs

Funds available on this account: \_\_\_\_\_

**Supervisors Certification (Accountable Officers):**

Certifying Officer (Name): ELDON TEPA Sign: 9/5/22

Post: EXECUTIVE DIRECTOR - PMU

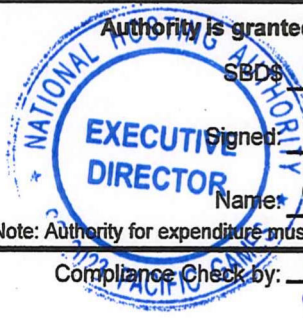
Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD\$ 183,660.00

Signed: Name: Enley

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



**Threshold Checklist**

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

Compliance Check by:  Signature

Name: Leoraj B Date: 9/05/22

Position: Procurement Compliance



# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU 072/22DEPARTMENT: PMU

## PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment No. 1 - 50% (mobilisation) for UXO Survey for DC Park 9/05 conducted by Azimuth Surveys Ltd I refer to Payment Schedule (Part III of Contract) attached.	Azimuth Surveys Ltd	INV# 11/2022	\$183,660.00
<b>TOTALS</b>					\$183,660.00

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$183,660.00 Date: 09/05/22

Requisition Officer (Name): PETER HIMANE Sign: [Signature]

Account Code: 6-2004

Account Name: Consultancy Costs

Funds available on this account: \_\_\_\_\_

**Supervisors Certification (Accountable Officers):**

Certifying Officer (Name): ELDON TEPA Sign: [Signature] 9/5/22

Post: EXECUTIVE DIRECTOR - PMU

Department: PMU, GFC

**Authority is granted for expenditure not exceeding:**

SBD\$ 183,660.00

Signed: [Signature]

Name: [Signature]

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

**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] Signature

Name: Leonal B Date: 9/05/22

Position: Procurement Compliance

# 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: Soleana Gagahe, PMU  
NHA Ref: SVG-040522  
Date: Wednesday 4<sup>th</sup> April 2022

*cy 9/5/22*  
*[Signature]* 9/5/22

**SUBJECT:** Approval of Payment No. 1 (50%) for mobilisation for the UXO Survey for DC Park

Dear ED,

As per Part III "Payment Schedule" of the Contract between NHA and Azimuth Surveys for the UXO Survey for DC Park, the first payment (No. 1) of 50% as Mobilisation "shall be made prior to commencement of works and services, after the project has mobilized and materials have been delivered to site".

Azimuth Surveys have now mobilised and are commencing UXO Works t DC Park as of Wednesday 4<sup>th</sup> May 2022.

I therefore request your approval for the above payment to be made to the Contractor Azimuth Surveys. See attached invoice and copy of the Contract in support of the above request.

**PAYABLE AMOUNT:** \$SBD 183, 660.00  
**PAYABLE TO:** Azimuth Surveys

Thank you for your understanding.

Kind regards,

*[Signature]*  
Soleana Gagahe  
Project Manager, PMU

FOR SECRETARIAT OFFICE USE ONLY

Signature *[Signature]*  
Date *9/5/22*  
Mr Christian Nieng  
Executive Director  
National Hosting Authority



Approved	Not Approved
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Cc. FC



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

## PROGRESS PAYMENT CERTIFICATE NO: 01

<b>Payment Schedule Name:</b>	Payment No. 1		
<b>Project Name:</b>	UXO Survey for DC Park		
<b>Contractor:</b>	Azimuth Surveys Ltd		
<b>Project Manager</b>	Soleana Gagahe	<b>Certificate:</b>	PC - 01
<b>Contract Administrator:</b>	Peter Himane	<b>Date Invoice Received:</b>	02-May-22
		<b>Date Issued for payment:</b>	09-May-22
		<b>Contract No:</b>	GTB-01/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 367,320.00		
1	Payment 1 (50%) - Upfront Payment as mobilization	\$ 183,660.00	\$ 183,660.00	This claim
2	Payment 2			
	Payment 3			
3	Payment 4			
4				
5				
10	<b>Progress Claim to date</b>	<b>\$ 183,660.00</b>		
11	<b>Original Contract Value</b>	<b>\$ 367,320.00</b>		
12	<b>Total Adjusted Contract Value</b>	<b>\$ 367,320.00</b>		
13	<b>Balance of Contract Payment</b>	<b>\$ 183,660.00</b>		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 183,660.00	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 183,660.00	

*Payment is certified as conform to payments terms and conditions as stated in Part IV: Payment Schedule of the Contract for the Design & Construction of Access Bridge at NHA Land at Burns creek*

Payment is hereby certified:

Soleana Gagahe (Project Manager)

09/05/22  
 Date

Complianced and approved by:

Peter Himane (Contract Administrator)

9/5/22  
 Date

Claim is hereby approved for payment by:

Eldon Tepa (Executive Director - PMU)

9/5/22  
 Date

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



IMPROVING THE LIFE OF SOLOMON ISLANDERS  
Inland Revenue Division Solomon Islands

31<sup>st</sup> March 2022

Managing Director  
Azimuth Surveys Ltd  
P.O.Box 595  
Honiara  
Solomon Island

Attention: Alfred Soaki

Dear Sir,

**RE: EXEMPTION FROM WITHHOLDING TAX – AZIMUTH SURVEYS LIMITED –  
[TIN: 1191563].**

I acknowledged receipt of your letter dated 31<sup>st</sup> March 2022 regarding the above.

After considering your request, approval have been granted to exempt Azimuth Surveys Limited [TIN: 1191563] from withholding tax deductions from their contracting income payments for the financial year ended 31<sup>st</sup> December 2022. This exemption is granted pursuant to section 37(1)(2) of the Income Tax Act (Cap 123).

Please do not hesitate to contact us if you have any queries with you tax obligations.

Yours sincerely,



Eric Saelea  
Deputy Commissioner – Technical & Policy  
for the Commissioner Inland Revenue Division

---

Inland Revenue Division  
P.O.Box G9  
Honiara  
Solomon Islands

Tel: 28242



## Tender Award Notification

Date: 30<sup>th</sup> March 2022

**Azimuth Surveys**

Dear Sir/Madam,

### AWARD OF CONTRACT FOR: UXO Survey of DC Park- GTB-01/22

The Internal Tender Board has deliberated today on the submission from the Technical Evaluation Committee for approval of the contract to carry out UXO Survey of DC Park.

I am pleased to inform you that after carefully considering the details and arguments presented in the submission, the Internal Tender Board has **approved** the submission for the works at a total price of **\$367,320.00SBD**.

You are hereby informed to contact Mr. Peter Himane to arrange for contract formalities. Please note that a binding contract will not be in place until this contract is executed by both the Purchasing Agency and the Contractor.

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



Secretary - Internal Tender Board

Cc:  
Chairs, Internal Tender Board  
FC – NHA  
ED PMU  
Procurement/Contracts Team-PMU  
DC Park Management-Drake Chow



**CONTRACT AGREEMENT**

**FOR**

**UXO SURVEY FOR DC PARK**

**GTB-01/22**

**BETWEEN**

**SOLOMON ISLANDS GOVERNMENT-  
REPRESENTED BY NATIONAL HOSTING  
AUTHORITY**

**AND**

**AZIMUTH SURVEYS LTD**

**P.O.BOX 595, HONIARA, SOLOMON ISLANDS**

**April 2022**

## CONTRACT AGREEMENT

1. The Government of the Solomon Islands, represented by the **National Hosting Authority**, legally represented in this matter by the *Executive Director (NHA) – Mr. Christian Nieng* hereinafter referred to as the Client,

*and*

2. **Azimuth Surveys Ltd** which has its registered office in Honiara, legally represented in this matter by **Mr. Alfred Soaki**, hereinafter referred to as the Contractor,

*Have agreed as follows:*

3. The subject of this contract shall be **the undertaking of UXO Survey for DC Park, specifically, for Lot 51 of LR83/R of Parcel Number 192-004-0018 and the Access Road(s) as through Lot 184 of LR83/R of Parcel 192-004-64 and 10 meter offset from the High-water mark of Lot 51 as specified above, into the sea.**
4. The total price for the Works is confirmed in the Tender and Price Schedule as part of your Tender dated on **1<sup>st</sup> day of February 2022.**
5. The Total Price shall be **SBD\$ THREE HUNDRED AND SIXTY-SEVEN, THREE HUNDRED AND TWENTY DOLLARS ONLY (SBD\$ 367,320.00).** The agreed prices for the above mentioned works are fixed for the duration of this Contract.
6. The Works shall be completed within **6 weeks** from the Contract commencement date.
7. The place for Works to be conducted shall be at DC Park, Henderson, Guadalcanal Province, at the site to be selected by the Client.
8. The Contractor shall strictly comply with the terms and conditions as mentioned in the General Conditions of Contract & Special Conditions of Contract for the execution of Works and the Technical Specifications. Any general and special terms and conditions drawn up by the Contractor do not apply.
9. The Contractor's invoice(s) to the Client for the completion of all progressive works shall be addressed to the Project Management Unit, Games Facilities Committee, National Hosting Authority, quoting the above-mentioned Contract number.
10. This Contract is subject to the provisions of the attached General Conditions of Contract and Special Conditions of Contract for the Execution of Works.
11. This Contract is made up of the following documents, in order of precedence:
  - a. THIS CONTRACT LETTER
  - b. SECTION I: GENERAL CONDITIONS OF CONTRACT
  - c. SECTION II: SPECIAL CONDITIONS OF CONTRACT
  - d. SECTION III: PAYMENT SCHEDULE
  - e. SECTION IV: ANNEXES TO THE CONTRACT
    - i. Annex A: Tender Form
    - ii. Annex B: Tender Securing Declaration

- iii. Annex C: Contractor's Priced Schedule
- iv. Annex D: Project Requirements: Technical Specifications & Guidelines
- v. Annex E: Project Requirements: Site Location
- vi. Annex F: Drawings
- vii. Annex G: Work Schedule

12. The various documents making up this 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.

**AGREEMENT SIGNED AND SEALED BY BOTH PARTIES.**

*Parties hereby signed as agreed and this Contract enters into force on the date on which it is signed by both Parties [and ends as soon as the Delivery of the Supplies has been completed].*

For the Client

For the Contractor

Name: Mr. Christian Nieng

Name: Mr. Alfred Soaki

Title: Executive Director  
NHA

Title: Director  
Azimuth Surveys Ltd

Signature:.....

Signature:.....

Date: 03 May 2022

Date: 2 MAY 2022

For the GFC/PMU (counter-signing)

Name: Eldon Tapa

Title: Executive Director  
Project Management Unit  
Games Facilities Committee

Signature:.....

Date: 3/5/22



## PART I: GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS

The following terms in these General Conditions of Contract for the Government of the Solomon Islands are written with initial capitals and are defined as follows.

- 1.1 **Technical Specification:** a document attached to the Contract which, when initialed by both parties, forms part of the Contract.
- 1.2 **Documentation:** the manuals or other user instructions accompanying the Works, in English.
- 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 Client's request on the Contractor's premises prior to Delivery.
- 1.5 **Client:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract.
- 1.6 **Contractor:** The Client'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 Client and the Contractor to which these General Conditions of Contract are declared to be applicable.
- 1.9 **Party:** The Client 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 Special Conditions of the Contract (SCC) (or any other competent person appointed by the Client 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 General Conditions of Contract are binding only if they have been explicitly agreed in writing between the Parties.

## **PERFORMANCE OF THE CONTRACT**

### **Article 3 Delivery**

- 3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Client 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 address and delivery location specified by the Client, and the Contractor will bear all costs and risks connected with transporting 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 considered to be fixed and final. If the Works are not delivered to 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 Client and will not alter the agreed payment date.
- 3.4 The Client has the right to defer Delivery, unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to store the Works for the Client 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 Client, 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.
- 3.5 Upon request of the Client, the Contractor may be required to provide incidental services and/or spare parts for the equipment tendered. These incidental services and spare parts should be in line and relation to the Works tendered.

### **Article 4 Guarantee**

- 4.1 The Contractor guarantees that the delivered Works complies with the technical Specifications stated in the Contract and that have been accepted by the Client by issuing this Contract, and are free of defects and is suitable for the purpose for which the Works is intended. The Works does not comply with the Contract if the Works do not have the characteristics the Client might expect on the basis of the Contract.
- 4.2 If the Client has not provided a more detailed description of the requirements to be met by the Works, the Works should in any event be of good quality and meet at least the customary requirements concerning soundness, fitness for purpose and workmanship requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Client 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 Client, the Contractor will rectify the defect or non-conformity within a period set by the Client 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 Client has not accepted explicitly and in writing. The Contractor indemnifies the Client against all claims in this regard.
- 4.5 The Contractor guarantees the delivery of spare parts for equipment delivered under the performance of this 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 Client's request, the Works may be inspected by the Client or a third party designated by the Client during the Execution of Works. However, the Client is not obliged to carry out such an Inspection.
- 5.2 If the Client wishes to inspect the Works:
  - a. the Contractor will allow the Client or a third party appointed by the Client full access to the location where the Contractor is executing the Contract;
  - b. the Contractor will, upon request and at no cost to the Client, cooperate with the Inspection and facilitate the Client or a third party appointed by the Client 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 it. The associated costs will be borne by the Contractor.
- 5.3 If the Client rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Client, to rectify without delay, at its own expense and risk, the defects and notify the Client when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Client 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 Client 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 Client 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 requested 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 Client.
- 8.4 If the Contractor breaches its duty of confidentiality, the Client 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 the loss caused by the breach.

## **FINANCIAL PROVISIONS**

### **Article 9 Prices**

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

### **Article 10 Invoicing and payment**

- 10.1 The Contractor will invoice the Client 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 Client, stating the date and number of the Contract and other details requested by the Client.
- 10.2 The Contractor will submit the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Client.
- 10.3 The right to payment arises after Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Contractor will invoice within 30 days of Delivery of the Works. The Client will pay the prices for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Client has the right to offset invoice amounts owed against amounts that the Contractor owes the Client.
- 10.4 The Client will withdraw a retention payment of 35% from the Contract's total value. The retention payment will be released to the Contractor at the end of the retention period as specified by the Client from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Client does not entail any recognition that the Works complies 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 before payment.

### **Article 11 Advance**

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Client should make one or more payments prior to the Delivery of the Works, it may require the Contractor to issue the Client with a bank guarantee prior to making the payment(s) in question, to the value of the payment(s) in question. The Client is not required to pay any of the cost of the guarantee.
- 11.2 The maximum amount to be advanced will be 50% of the Contract works amount and the advance payment will be recovered over the next two milestone payments.

## **NON-PERFORMANCE AND DISSOLUTION**

### **Article 12. Penalty**

- 12.1 If the Works has not been delivered within the time limit agreed, the Contractor will owe the Client an immediately payable penalty of 0.1% of the price of the Works in question 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 Works in question.
- 12.2 The penalty is payable to the Client without prejudice to all its other rights or claims, including:
- a. its right to demand that the Contractor fulfils 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 Client, 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 does not comply with the guarantees referred to in article 4, the Client 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 Client, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Client has the right, without prior recourse to the Courts, to choose between:
- a. replacement of the Contractor or repair of the Works by a third party at the Contractor's expense;
  - b. replacement of the Contractor or return of the Works in question 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 Client 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 Client against any third-party claims for damages resulting from a failure as referred to in paragraph (14.1).

## **Article 15 Force Majeure**

15.1 In the event of temporary force majeure, the Contractor will immediately notify the Client in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Client 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 Client 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;

or

b. dissolution of the Contract with immediate effect out of court, 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 Client and the Client 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 Client has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Client may dissolve the Contract with immediate effect out of court by mail or courier, 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 Client with clear, adequate Documentation, drawn up in English, on the characteristics and functionalities of the Works.
- 18.2 The Client has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Client 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 Bribery and conflicts of interest**

- 20.1 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.
- 20.2 If it transpires that one of the Client'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 Client was not informed of this prior to the signing of the Contract, the Client 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 21 Invalidity**

If one or more provisions of these General Conditions of Contract 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 purpose of these General Conditions for the execution of Works or the Contract.

### **Article 22 Follow-up order**

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

### **Article 23 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), dissolution (article 16), documentation (article 18), and disputes and applicable law (article 24).

### **Article 24 Disputes and applicable law**

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

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

### **Article 25 Final provisions**

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

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

## PART II: SPECIAL CONDITIONS OF CONTRACT

CONDITION	Clause Reference	DATA
1. Definitions (GCC Clause 1.5)	1.5	<p><b>a. THE CLIENT IS:</b></p> <p>National Hosting Authority P.O. BOX 2443 Honiara, Solomon Islands</p> <p><b>b. THE CONTRACTOR IS:</b></p> <p>Azimuth Surveys Ltd P.O. Box 595 Honiara, Solomon Islands Tel: (+677) 23039</p> <p><b>c. THE LOCATION SITE IS:</b></p> <p>DC Park, Henderson, Guadalcanal Province</p>
	1.12	<p><b>THE PROJECT MANAGER IS:</b></p> <p>Soleana Gagahe Project Manager Project Management Unit</p>
	1.13	<p><b>THE CONTRACT ADMINISTRATOR IS:</b></p> <p>Peter Himane Contract Manager Project Management Unit</p>
3. Delivery (GCC Clause 3)	3.3	<p>The Works shall be completed within <u>36 days</u> from the Contract Commencement Date.</p> <p><i>Note: For the purpose of this Contract, a six day working week is assumed. Therefore, the Works shall be completed within six weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties of the Contract.</i></p>

4. Guarantee (GCC Clause 4)	4.5	<p>The Defects Liability Period shall be 3 months from completion of UXO Works on the sites specified in the Contract Agreement [Clauses 3 &amp; 7] until excavation &amp; sub-surface works have been completed for the Access Road &amp; Boat Storage Facility Projects, for quality of workmanship, from the date of acceptance of the Works.</p> <p>The Contractor shall, in addition, comply with the performance as specified in the Contract.</p> <p>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 to any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense.</p>
	4.6	<p>This contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Client, in lieu of a Performance Security</p>
5. Inspection (GCC Clause 5)	5.1	<p>Inspection and tests by the Employer or 3<sup>rd</sup> Party in name of the Client 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 undertaken at all times during the Execution of the Works. There is no need for the Client or their representative to announce their inspection beforehand.</p>
6. Contacts (GCC Clause 6)	6.1	<p>The Client's authorized representative for this Contract is:</p> <p><b>Eldon Tapa</b> Executive Director Project Management Unit Email: <a href="mailto:ETepa@sol2023.com.sb">ETepa@sol2023.com.sb</a></p> <p>The Contractor's Authorized Representative is: <b>Alfred Soaki</b> Mbuburu Terrace Honiara, Solomon Islands Email: <a href="mailto:azimuthsurveys@gmail.com">azimuthsurveys@gmail.com</a></p>
8. Invoicing and Payment (GCC Clause 10)	10.1	<p>Payment for the Works supplied shall be made in SBD, as follows;</p> <p>i. Invoice: <i>Invoices submitted by the Contractor shall be addressed to the designated Project Manager and delivered upon completion of milestones specified in Section IV Payment Schedule – of the Contract.</i></p>

	10.6	ii. 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: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>9. Prices (GCC Clause 9)</b>	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 Client provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Client to be necessary and the price quoted is reasonable.
<b>10. Payment (GCC Clause 10)</b>	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 Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard, will authorize payment of the Contractor's claim. If there is a difference between the assessed works completed and the claim amount the Contractor is to adjust the claim to match the value of the completed works. Progressive payments are stated in the Payment Schedule as in Section III.
	10.4	It is understood that there is no insurance cover for all UXO firms in the country. The Contractor however is responsible for all safety measures on site during the duration of this Contract. Any accidents or incidents sustained during the execution of these Works will be the sole responsibility of the Contractor and not the Client. To ensure proper scanning and extraction of all UXO materials, the Client will withhold 35% as retention until all excavation and subsurface works have been completed and the site confirmed to be fully clear.
	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: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>11. Advance Payment (GCC Clause 11)</b>	11.1	Payment for the Works supplied shall be made in SBD, as follows;  <i>Advance Payment: No advance payment shall be made as required in the contract.</i>  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 works is ready to commence.

<b>12. Penalty (Liquidated Damages (GCC Clause 12))</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.
<b>14. Contractors Liability (GCC Clause 14.1)</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractor's liability is twice the Contract value as stated in the formal contract between Client and Contractor.

## A: TENDER FORMS

Note: The tenderer shall complete and sign this form and submit with their tenders. Failure to sign and submit this form shall result in the rejection of the tender.

31 JANUARY 2022

To: **NATIONAL HOSTING AUTHORITY**

Having examined the Tender Documents, including addenda, we offer to execute the **TENDER NO: GTB-01/22 REQUEST FOR PROPOSAL UXO CLEARANCE FOR DC MARINE PARK** in accordance with the GCC accompanying this Tender for the Contract for the contract price of **THREE HUNDRED AND SIXTY-SEVEN THOUSAND THREE HUNDRED AND TWENTY DOLLARS (\$367,320.00)**.

The advance payment requested is: *NOT APPLICABLE*

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity as specified in the ITT.

We, including any subcontractors or Contractors for any part of the Contract, have nationalities from eligible countries in accordance with ITT Clause 1.4;

We have no conflict of interest in accordance with ITT Clause 1.5;

Our firm, its affiliates or subsidiaries—including any subcontractors or Contractors for any part of the contract—has not been declared ineligible by SIG, or under the SIG's country laws or official regulations, in accordance with ITT Sub-Clauses 1.4

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	NONE	NONE
_____	NONE	NONE

(if none, state "none")

Authorised Signature: 

Name and Title of Signatory: **ALFRED SOAKI DIRECTOR**

Name of Tenderer: **AZIMUTH SURVEYS LTD**

Address: **LOT 936/III/H MBUMBURU TERRACE PO BOX 595 HONIARA SOLOMON ISLANDS**

**ANNEX B: TENDER SECURING DECLARATION**

## B: TENDER-SECURING DECLARATION


[The Tenderer shall replicate and fill in this form in accordance with the instructions indicated in brackets.]

Date: 31 JANUARY 2022

TENDER NO: GTB-01/22 REQUEST FOR PROPOSAL UXO CLEARANCE FOR DC MARINE PARK

To: NATIONAL HOSTING AUTHORITY

1. We understand that, according to your conditions, tenders must be supported by a tender-securing declaration.
2. We accept that we shall be suspended from being eligible for tendering in any contract with the Purchaser for the period of 3 months starting on 1<sup>st</sup> FEBRUARY 2022 if we are in breach of our obligation(s) under the tender conditions, because we:
  - (a) Have withdrawn our Tender during the period of tender validity specified by us in the Tender Submission Sheet; or
  - (b) Do not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the Tender Documents; or
  - (c) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this tender securing shall expire if we are not the successful tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the tenderer was unsuccessful; or (ii) twenty-eight days after the expiration of our tender.
4. We understand that if we are a JV, the Tender Securing Declaration must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....  ..... of authorised representative] In the Capacity of Director

Name : ALFRED SOAKI

Duly authorised to sign the tender for and on behalf of AZIMUTH SURVEYS LTD

Dated on 31 JANUARY 2022

**ANNEX C: CONTRACTOR'S PRICED SCHEDULE**

## PRICE RATES SCHEDULE

*In response to Request for quotation, bidder shall fill and submit their quotes with this form. Bidders shall submit quotes with breakdown of costs before fill in the table below.*

We hereby Submit our Quotes for the works specified as in the RFQ for DC Marine Park as stated in the table below. All costing shall include labour, logistics and tax.

Description	Rates/Unit Price	Quantities	Total
<b>Provision for Safety &amp; Hazard Management practice for duration of Job.</b> <ul style="list-style-type: none"> <li>• Safety attire on-site.</li> <li>• Ensure Safe &amp; Accident Preventive work method for all on-site activities.</li> <li>• Conduct on-site 'Safety &amp; Hazard' training/guidance for all operators.</li> <li>• Insurances-Workers' compensation</li> </ul>	LS	1	\$3,600.00
<b>Provision for Compilation/Submission of.</b> <ul style="list-style-type: none"> <li>• Daily Accomplishment Reports [DAR].</li> <li>• Job Completion Reports [JCR].</li> </ul>	LS	1	\$11,280.00
<b>Provision for (excl. any &amp; all heavy plant &amp; t/trucks);</b> <ul style="list-style-type: none"> <li>• Mobilization</li> <li>• De-mobilization</li> </ul>	LS	1	\$4,800.00
<b>Provision for Maintenance of Site Establishment throughout duration of Job. Vehicle hiring (1No. vehicle)</b> <b>Maintenance of staff on-sit</b>	LS	1	\$27,000.00
<b>Charge for use of Specialized Equipment.</b> <ul style="list-style-type: none"> <li>• Scan Machines</li> <li>• GPS and others</li> <li>• Other required machines &amp; Equipment</li> </ul>	LS	1	\$102,000.00
<b>Charge for use of excavator for;</b> <ul style="list-style-type: none"> <li>• Excavation of suspect spots</li> </ul>	LS	1	\$48,000.00

<ul style="list-style-type: none"> <li>• Extraction/Loading spoils onto trucks for disposal</li> <li>• Charge for use of dump-truck</li> <li>• Haulage of spoils to approved designated holding/disposal site(s).</li> </ul>			
<b>Vegetation Removal</b> <ul style="list-style-type: none"> <li>• Removal &amp; disposal of sporadic clusters of light vegetation within area ear marked for UXO QC&amp;A Survey Work</li> </ul>	<b>LS</b>	<b>1</b>	<b>\$6,000.00</b>
<b>Demolition of trees-allow for demolition of trees on site prior to UXO scan and clearance.</b>	<b>LS</b>	<b>1</b>	<b>\$48,000.00</b>
<b>Non-Technical Survey, Technical Survey, plus Planned Systematic Search &amp; Controlled QC&amp;A over pre-cleared area at the proposed Site.</b> <ul style="list-style-type: none"> <li>• Visual inspection, Surface and Sub-surface scanning using Magnex 120-L2 Magnetometer perimeter.</li> <li>• Quality Check &amp; Assurance surveys.</li> <li>• Liaison with RSIP Bomb Disposal Unit.</li> <li>• Issuing of Clearance Certificate to Client.</li> <li>• Data Entry of completed UXO Clearance for SIG war zone Records.</li> </ul>	<b>LS</b>	<b>1</b>	<b>\$116,640.00</b>
<b>Total Bid</b>			<b>\$367,320.00</b>

AZIMUTH SURVEYS

UXO Works - DC Marine Park					
Item No	Description of Work	Unit	Quantity	Rate	Amount
<b>1</b>	<b>Safety &amp; Hazard Management Practice</b>				
1.1	Safety Attire on site	Each	1	\$ 1,000.00	\$ 1,000.00
1.2	Safe & Accident Preventive work Method	Each	1	\$ 1,000.00	\$ 1,000.00
1.3	Safety & Hazard Training/Guidance	Each	1	\$ 1,000.00	\$ 1,000.00
1.4	Insurances - Workers compensation	Each	1	\$ -	\$ -
	Sub-total				\$ 3,000.00
<b>2</b>	<b>Compilation/Submission of Reports</b>				
2.1	Daily Accomplishment Reports (DAR)	Days	15	\$ 200.00	\$ 3,000.00
2.2	Job Completion Reports (JCR)	Days	4	\$ 1,600.00	\$ 6,400.00
	Sub-total		19		\$ 9,400.00
<b>3</b>	<b>Mobilisation/Demobilisation</b>				
3.1	Mobilisation	Each	1	\$ 1,000.00	\$ 1,000.00
3.2	Demobilisation	Each	1	\$ 1,000.00	\$ 1,000.00
3.2	Materials	Each	1	\$ 2,000.00	\$ 2,000.00
	Sub-total		2		\$ 4,000.00
<b>4</b>	<b>Maintenance of Site Establishment</b>				
4.1	Transport	Days	15	\$ 1,000.00	\$ 15,000.00
4.2	Meals	Days	15	\$ 500.00	\$ 7,500.00
	Sub-total				\$ 22,500.00
<b>5</b>	<b>Specialised Equipment Hire</b>				
5.1	Scan machines	Days	15	\$ 3,500.00	\$ 52,500.00
5.2	GPS	Days	10	\$ 500.00	\$ 5,000.00
5.3	Boat	Days	5	\$ 2,000.00	\$ 10,000.00
5.4	Underwater scanner	Days	5	\$ 3,500.00	\$ 17,500.00
	Sub-total		15		\$ 85,000.00
<b>6</b>	<b>Excavator Hire</b>				
6.1	Excavation of suspect spots	Days	2	\$ 5,000.00	\$ 10,000.00
6.2	Extract loading spoils	Days	2	\$ 5,000.00	\$ 10,000.00
6.3	Dump truck hire	Days	2	\$ 5,000.00	\$ 10,000.00
6.4	Haulage	Days	2	\$ 5,000.00	\$ 10,000.00
	Sub-total		0		\$ 40,000.00
<b>7</b>	<b>Vegetation Removal</b>				
7.1	Removal and disposal of sporadic cluster	Days	5	\$ 1,000.00	\$ 5,000.00
	Sub-total		5		\$ 5,000.00
<b>8</b>	<b>Demolition of Trees</b>				
8.1	Demolition of trees	Each	50	\$ 800.00	\$ 40,000.00
	Sub-total		0		\$ 40,000.00
<b>9</b>	<b>Non Technical and Technical Survey</b>				
9.1	Visual insection	Days	15	\$ 6,000.00	\$ 90,000.00

AZIMUTH SURVEYS

9.2	Quality check & assurance	Days	2	\$ 2,500.00	\$ 5,000.00
9.3	Liaison with RSIP EOD	Each	1	\$ 400.00	\$ 400.00
9.4	Issuing Clearance certificate	Days	1	\$ 1,600.00	\$ 1,600.00
9.5	Data entry for SIG war zone records	Each	1	\$ 200.00	\$ 200.00
	Sub-total				\$ 97,200.00
	<b>Total</b>	Days		SBD	\$ 306,100.00

TAX	\$ 61,220.00
<b><u>GRAND TOTAL</u></b>	<b><u>\$ 367,320.00</u></b>

**ANNEX D: PROJECT REQUIREMENTS: TECHNICAL SPECIFICATIONS & GUIDELINES**



**PROJECT MANAGEMENT UNIT  
GAMES FACILITIES COMMITTEE**

**SELECTIVE TENDER PROCESS**

**REQUEST FOR PROPOSAL**

**FOR**

**UXO CLEARANCE FOR DC MARINE PARK**

**TENDER NO: GTB-01/22**

**January 2022**

## LETTER OF INVITATION

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The National Hosting Authority (NHA), hereinafter called the "Purchaser", invites sealed tenders from eligible and qualified tenderers for **UXO Clearance for Marine Park, as specified in the request for Proposal (RFP) documents.**

The Scope of the work shall include, but not limited to Site clearance and Construction of Bridge at NHA Site at Burns creek as shown in the drawings and concept designs attached.

A full description of the Specifications and Works Requirement is included in the tender documents as scope of works and specifications required thereof.

**Site visit shall be conducted on site on the 31<sup>st</sup> January 2022 at 2pm.**

Selected and Identified bidders hereby submit their bids with copy of company profile.

**Submission of bids shall be on the 1<sup>st</sup> February 2022 before or at 2pm.**

All bids shall be submitted in an enclosed envelopes and addressed to.

**Chairman  
Games Tender Board  
National Hosting authority**

*Address for submission of bids shall be at.*

Sea King Building  
Honiara City Council Area  
Honiara

The General Tender Board (GTB) reserves the right to accept or reject **any** or **all** of the tenders.

Sincerely

Eldon Tapa  
Executive Director  
Project Management Unit

## **SECTION I: INSTRUCTIONS FOR BID WAIVER**

### **1. Scope**

This bid waiver document is for the **UXO clearance for DC Marine Park-Alligator Creek-Guadalcanal-Solomon Islands.**

All tender requirements are hereby waived only to consider selected and already existing civil and construction companies. The companies required to submit their costings are those companies who have been.

The following civil and construction bidders are determined pre-qualified and hereby request bid costs from them.

### **2. Requests for Clarification**

Any request for clarification must be received by the Purchaser in writing, at least **3 days** before the deadline for submission of costings.

If the Purchaser, either on its own initiative or in response to a request from a Tenderer, provides additional information on the tender document, such information will be sent in writing to all Tenderers who have obtained the Invitation to Tender.

### **3. Preliminary Programme**

The Tenderer shall submit with his tender a preliminary programme in a bar chart or Gantt chart form, which clearly indicates the intended approach to the Works within the duration for Practical Completion.

It will be expected that the programme required by the Contract shall not deviate substantially from this programme. The preliminary programme shall be based upon 5½ days per working week.

### **4. Design and Drawings**

Bidders are required to make designs and drawings for the purpose of construction, where the designs mismatch the Bills of quantities, the designs prevail and shall be used to change course if necessary.

### **5. Bill of Quantities**

The Tenderer shall assess and make costings and make Tender Submission.

### **6. Equipment Schedule**

The Tenderer shall provide an itemised Schedule with the tender for the various items of equipment to be used on the project, indicating whether it is owned or to be hired.

### **7. Examination of Site**

The Tenderer shall be deemed to have examined the site and surroundings and satisfied himself as to the limits of size accessibility, existing services, etc. and to any associated preliminary work required and to the nature and extent of the Works to be carried out under this Contract.

#### **8. Tenderer's Competence and Finance**

The Tenderer may be called upon to submit further evidence in regard to their competence and financial ability to satisfactorily complete the Works within the specified completion time.

#### **9. Construction Personnel**

The Tenderer shall submit to the Project Manager, the Tenderer's proposed Senior Personnel and Subcontractor(s) if included in the tender for the Project together with full curriculum vitae for approval by the Project Manager, which approval shall not be unreasonably withheld.

If the Tenderer wishes to change or amend construction personnel the Tenderer shall seek approval for the change or amendment from the Project Manager in writing, approval for which shall not be withheld unreasonably.

#### **10. Format and Signature of Tender**

The Tenderer shall prepare one original (marked "ORIGINAL") and two copies (marked "COPY") of its tender. Shall properly sign all documents

#### **11. Tender Pricing**

Tenderer will be deemed to have satisfied themselves, before submitting their tender, as to its correctness and completeness and to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in the rates and prices.

#### **12. Deadline for Submission of Tenders**

Tenders shall be delivered to on the date, time and place indicated in the letter of expression of interest in section 1

#### **13. Evaluation and award of contract**

In evaluating the tenders, the Evaluation Committee shall determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

- (a) making any correction for errors
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule/Bill of Quantities, but including Day work, were priced competitively.
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted
- (d) Making appropriate adjustments to reflect discounts or other price modifications offered

Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in unsolicited benefits for the Purchaser shall not be taken into account in Tender Evaluation.

## **SECTION II: SELECTION AND QUALIFICATION CRITERIA**

*Tenders shall be evaluated based on the following criteria and those specified in the Post qualification information in section IV.*

Tender received will be initially examined for completeness and to determine their responsiveness to the tender documents and the eligibility criteria defined in clauses 3 of the Instructions to Tenderers.

Tenders that are determined responsive shall undergo a detailed examination to determine compliance with the following criteria:

- (a) An average volume of similar work of equivalent price of lot or lots tendered in the last 3 years.
- (b) experience as prime contractor in the construction of at least one successfully completed works of a nature and complexity like the Works in the last three to five years.
- (c) able to provide or acquire (by own, lease, hire, etc.) the essential equipment required to complete the repairs and maintenance.
- (d) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 20 per cent (%) of the price of the lot or lots tendered.
- (e) Has no record of poor or failure of contract performance on any of its previous contracts with a private client or SIG.
- (f) Works Program in Gantt Chart Format showing work breakdown and linkages
- (g) Priced Bill of Quantities and Pricing Schedule

If a tenderer has been determined as **lowest evaluated and responsive** for more than one lot, a further evaluation will be performed to assess their capacity to meet the aggregated requirement regarding:

- (a) Construction experience,
- (b) Financial capacity,
- (c) Equipment capacity, and
- (d) Required information and supporting documentation shall be provided by the tenderer as detailed in Section VIII and IX of these tender documents.

## SECTION III: TENDER SUBMISSION FORMS

### A: TENDER FORMS

*Note: The tenderer shall complete and sign this form and submit with their tenders. Failure to sign and submit this form shall result in the rejection of the tender.*

[date]

To: [name and address of Purchaser]

Having examined the Tender Documents, including addenda [insert list], we offer to execute the [name and identification number of Contract] in accordance with the GCC accompanying this Tender for the Contract.

This Tender is for preferred contractors (labour-based) arrangement for renovation and upgrade of school buildings at selected schools in Honiara for game villages for SPG 2023.

The advance payment requested is: [ 10/20/...as per the Special Conditions]]

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity as specified in the ITT.

We, including any subcontractors or Contractors for any part of the Contract, have nationalities from eligible countries in accordance with ITT Clause 1.4;

We have no conflict of interest in accordance with ITT Clause 1.5;

Our firm, its affiliates or subsidiaries—including any subcontractors or Contractors for any part of the contract—has not been declared ineligible by SIG, or under the SIG's country laws or official regulations, in accordance with ITT Sub-Clauses 1.4

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

if none, state "none")

Authorised Signature: \_\_

Name and Title of Signatory: \_\_

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

## **B: TENDER-SECURING DECLARATION**

*[The Tenderer shall replicate and fill in this form in accordance with the instructions indicated in brackets.]*

Date: <INSERT DATE>

Contract Identification N°: <insert>  
Invitation for Tender No.: [insert number]

To: <insert>

1. We understand that, according to your conditions, tenders must be supported by a tender-securing declaration.
2. We accept that we shall be suspended from being eligible for tendering in any contract with the Purchaser for the period of 3 months starting on 16<sup>th</sup>/9/21 if we are in breach of our obligation(s) under the tender conditions, because we:
  - (a) Have withdrawn our Tender during the period of tender validity specified by us in the Tender Submission Sheet; or
  - (b) Do not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the Tender Documents; or
  - (c) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this tender securing shall expire if we are not the successful tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the tenderer was unsuccessful; or (ii) twenty-eight days after the expiration of our tender.
4. We understand that if we are a JV, the Tender Securing Declaration must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed..... *of authorised representative]* In the Capacity of *Director*

Name : <insert>

Duly authorised to sign the tender for and on behalf of <insert >

Dated on <insert>

## SECTION IV: CONTRACTING FORMS

### ANNEX I-CONTRACT SAMPLE FORMS

1. The Government of the Solomon Islands, which has its seat in Honiara, represented by the National Hosting Authority, legally represented in this matter by <insert name>, hereinafter referred to as the Purchaser,

And

2. [*contractor's name*], which has its registered office in ..., legally represented in this matter by ..... [*and ...*] [*signatory's name*], hereinafter referred to as the Contractor, and have agreed as follows:  
[General description of the Works, including quantities], in .....lot(s)

Repair and upgrade of flood effected schools.

The price of the execution of Works is confirmed in the Tender and Price Schedule as part of your Tender, dated [.....]

The total Price shall be .....SBD (*in words and figures*). The agreed price for the execution of the Works is fixed for the duration of the Contract.

The place where the Works have to be executed shall be [address of the site].

The time limits for execution of the Works shall be max [.....] days/date and shall be on the basis turn-key.

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.

Please send your invoice(s) to the Purchaser, [*Full invoice address of the Purchaser*], quoting the above-mentioned Contract number [.....].

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

This Contract is made up of the following documents, in order of precedence:

- this Contract Letter;
- the Special Conditions;
- the General Conditions of Contract;
- Contractors Form of Tender
- the Technical Offer [including clarifications from the Tenderer provided during tender evaluation];
- the Specifications and Performance Requirements
- the Invitation for Tenders

The various documents making up this 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.

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].

Yours faithfully,

For the Purchaser

For the Contractor

**Name:**

**Name:**

**Title:**

**Title:**

**Signature:**

**Signature:**

**Date:**

**Date:**

Countersigning by Ministry of Finance and  
Treasury:

**Name:**

**Title:**

**Signature:**

**Date:**

## ANNEX II: GENERAL CONDITIONS OF CONTRACT

### I DEFINITIONS

The following terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are written with initial capitals and 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~~
- 1.10 **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 his Contract
- 1.12 **The Project Manager** is the person **named in the 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 and 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.

## **II 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 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 considered to be 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 on the basis of 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 National 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 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 a 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.

### **III 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 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.

## **IV 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 manner in which 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 prices. 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. If the Purchaser fails without good reason to pay Contractor's invoice within this period, it will be liable to pay the Contractor interest at the Lending Rate of the Central Bank of the Solomon Islands applicable on the date that payment was due. The Contractor is not entitled to the payment of interest unless the invoice in question satisfies the provisions of paragraph 1, 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. At the Acceptance of the Works, 50% of the accumulated retention payments will be released to the Contractor and the remaining retention payment will be released after satisfactory performance during the Defects Liability Period.
- 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 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.

## **V NON-PERFORMANCE AND DISSOLUTION**

### **Article 12. Penalty**

12.1 If the Works has 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 Works in question 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 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 1, the Purchaser has the right, without prior recourse to the Courts, to choose between:

- a. replacement the Contractor or replace/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
- b. replace 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 1 and 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 out of court, without being obliged to pay compensation or any costs to the Contractor;
- Or
- b. Dissolution of the Contract with immediate effect out of court, 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.

**VI 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 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 3<sup>rd</sup> party liability, Workmen's Compensation, as identified in the SCC.

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 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**

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 laws 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.

## ANNEX 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
<b>1. Definitions</b>	1.5	<p>a. The Purchaser is:</p> <p>Address:</p> <p>b. The Contractor:.....</p> <p>.....</p> <p style="text-align: center;"><i>[Name and Address of Contractor]</i></p> <p>c. The Location site is:</p>
	1.12	The Project Manager is:
<b>3. Delivery of the Works</b>	3.1	The repair and upgrade works shall be completed within 60 calendar days of the commencement of the Contract.
<b>4. Guarantee</b>	4.5	<p>The Defects Liability Period shall be 6 months, for quality of workmanship, from the date of acceptance of the Works.</p> <p>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:</p> <p>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</p>
	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 Appendix ___ of the Contract.
<b>5. Inspection</b>	5.1	<p>Inspection and tests by the Purchaser or 3<sup>rd</sup> party in name of the Purchaser regarding the Execution of the Works and the quality levels applied to may be implemented as follows:</p> <p>The time limit for inspection and quality assurance may be undertaken at all times during the Execution of the Works. There is no need for the Purchaser or their representative to announce their inspection beforehand.</p>

**PART III: PAYMENT SCHEDULE**

*This payment schedule is part of the Contract and is crucial part of which Contractor shall be remunerated. This schedule is made reference to the Contractor's performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes Contractor's work schedule where it shall be revised to compromise with this schedule.*

CONTRACT VALUE			SBD\$ 367,320.00
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	PAYABLE AMOUNT
Payment No.1	Mobilization (50%) shall be made prior to commencement of works and services, after the project has mobilized and materials have been delivered to site.	\$ 183,660.00	\$ 183,660.00
Payment No. 2	15% payment shall be made upon completion of all works and UXO Clearance Report and UXO Clearance Certificate to PMU/NHA	\$ 55,098.00	\$ 55,098.00
Payment No. 3	Retention (35%) payment shall be paid upon completion of all excavation and subsurface works and the Defects Liability Period is over, and site is confirmed to be fully clear of UXOs	\$ 128,562.00	\$ 128,562.00
<b>TOTAL</b>		<b>\$ 367,320.00</b>	<b>\$ 367,320.00</b>

**PART IV: ANNEXURES TO THE CONTRACT**

**ANNEX A: TENDER FORM**

<b>6. Contacts</b>	6.1	<p>The Purchaser's authorized representative for this contract is: Name and title Contact details</p> <p>The Contractor authorized representative is: Name and title Contact details</p>
<b>9. Prices</b>	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Purchaser shall not entertain Contract Price variation. The contingency allowance shall only be used to cover any unknown conditions or necessary changes in maintenance and repairs that are realized on site during the execution of the works. The contingency allowance may only be used when formally approved by the Project Manager with the authorization of the General Tender Board.
<b>10. Payment</b>	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 Project Manager is to inspect the works and if in grievance with the Contractor authorise payment of the claim. 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.
	10.6	In case payment is subject 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: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>11. Advance Payment</b>	11.1	The Advance Payment will be reclaimed from the milestone payments with a rate of 30% of of the advance payment reclaimed from each milestone payment until the entire advance payment is reclaimed. When the total Advance Payment has been reclaimed, the Purchaser will return the Advance Payment Guarantee to the Contractor.
<b>12. Penalty (Liquidated Damages)</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. <i>[Applicable as per the nature of the Works. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.]</i>
<b>14. Contractors Liability</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Purchaser and Contractor.
<b>20. Insurances</b>	20.1	<p>Contractor shall provide with their tender to following proof of insurance:</p> <p>Workmen's Compensation   As required by SI Law Third Party Liability       SBD 2,000,000 Equipment for use in Project   Replacement Value</p>

## **SECTION V: SCOPE OF WORKS**

### **INTRODUCTION:**

The NHA through Project management Unit is requiring works and services for the Assessment and UXO clearance to allow construction of facilities for Pacific Games 2023. The works require are stated as below.

**The area required for UXO clearance shall be.**

**Parcel Number: 192-004-0018-51**

**Area for Survey: 1.208 Hectare of Lot 51 of the parcel number stated above.**

**Total Square Area: 12,200 M<sup>2</sup>**

### **Methodology**

- Site Observation and note-taking
- Photos
- Measurement

### **Geography**

**Location: DC Marine Park-Henderson-Honiara Solomon Islands.**

#### **4.0.0: Scope of Works.**

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

- To mobilize and visit the identified development sites. This includes site inspection, site marking, set admin and safe parking area, required vegetation clearance and all other necessary project control measures on site to ensure all working areas are cleared at all times throughout the duration of the project.
- To clear, detect/identify and remove UXO's and other chemical munitions that has the risk and hazard from human lives.
- Escorting and disposal of UXO's and other explosive materials as per established and authorized protocols.
- To deliver the expected work output in a timely manner.
- To provide the required certification of works, and to register such certificate with relevant authorities.
- Clear the area systematically of all bigger metal objects
- Remove all Metal signals from the ground and place in a metal collection point
- Cooperate with the external QC & QA contractor.
- Report all ERW found to the RSIPF EOD team
- Report all ERW found to the External QA/QC team
- GPS & record ERW only (not metal waste)
- Do not report on empty 50 calibre brass or Bullet heads
- Prior to starting the task demonstrate the detector search depth to the QA/QC team
- Have your SOP on site at all times.
- Scan and clear front seaside for UXO and other materials.

#### **Identified trees on the sites to be remove by the UXO contractor.**

##### **Tools and Equipment**

- All other UXO survey tools and equipment to be provided by the contractor.
- Excavator when excavation works will be required.

##### **Conditions of Excavator**

The contractor is expected to include charges for excavator in their costings. However, only actual work hours must be reflected and a log sheet of the excavator to be submitted with the final invoice after completion of works.

##### **Reporting Requirements**

The contractor(s) is/are expected to send a daily report on work progress to the PMU designated officers. The daily report should highlight progress of the work, UXOs found, number of debris

and ground works removed, and any other information deemed as vital for the NHA/PMU's knowledge.

**Resources & Equipment**

Provide description of all available equipment's under your control.

**Skills & Experience**

Minimum requirements to meet qualifications,

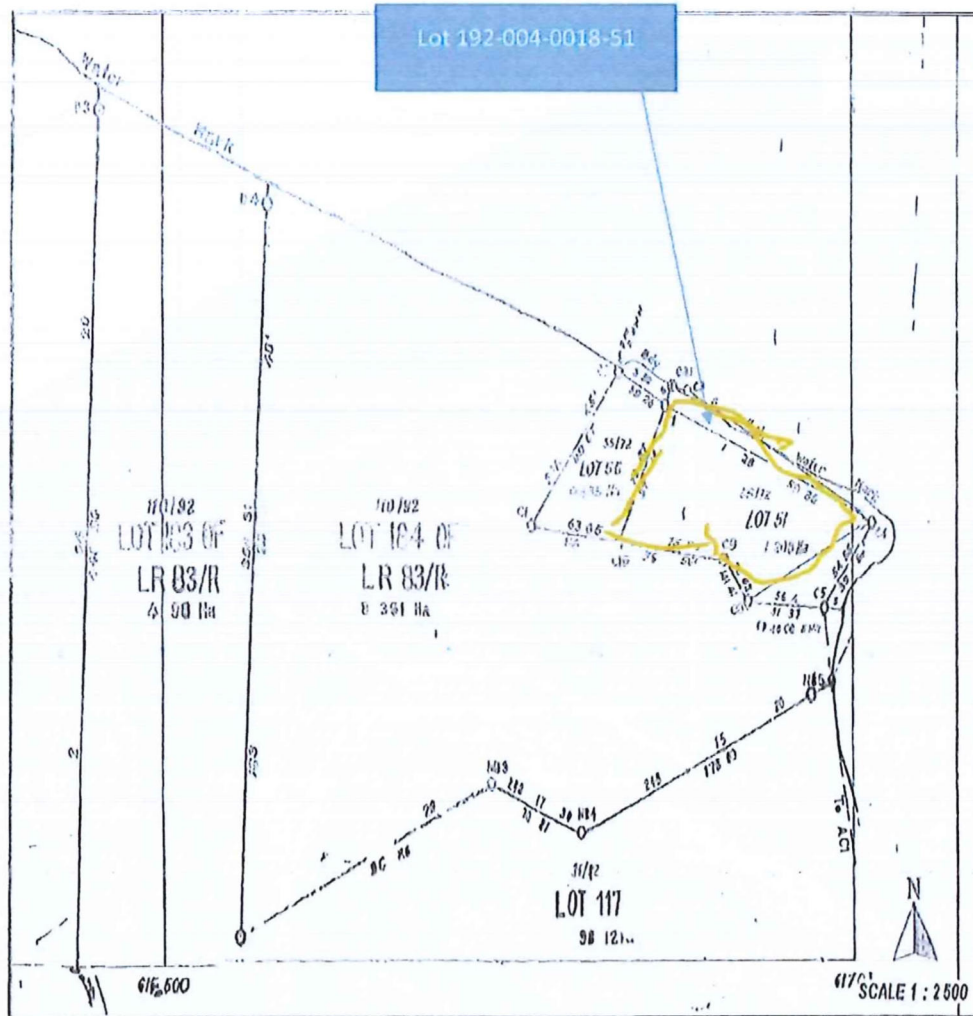
- Have professional and technical experts in the identification, removal, transportation and disposal of all WWII munitions for the past 10 – 20 years.
- Trained Explosive ordnance clearance operators with recognized qualifications in the field and at least 3-5 years relevant experience.
- TIN Number. Must be legally registered.
- Experience of company with similar work.
- Schedule of Works-Proposed schedule to complete all works by the required completion date.
- Valid liability insurance policy in place showing the limits of liability.
- Good working history with no background of non-compliance. (This will be verified with the EOD Team).

**2.1 PROJECT SITE:**

Shown is the sketch of DC Marine Park.



Land Parcel Number: 192-004-0018-51



The site shown as in photos is the DC Marine Park, contractor is required to perform works on the site identified.



**Assessment for Access Road:**

Map and picture below show map and directions of proposed access road to the site.

**Site View of DC Marine Park**



Drawings:Annex 4

Drawings showing proposed access road from main Entrance to Proposed Marine Park.



Proposed access road



**Site for UXO**



**CLEARANCE OF UXO TO HIGH WATER MARK AREA**



## SECTION VI: PRICE RATES SCHEDULE

*In response to Request for quotation, bidder shall fill and submit their quotes with this form. Bidders shall submit quotes with breakdown of costs before fill in the table below.*

We hereby Submit our Quotes for the works specified as in the RFQ for DC Marine Park as stated in the table below. All costing shall include labour, logistics and tax.

Description	Rates/Unit Price	Quantities	Total
<b>Provision for Safety &amp; Hazard Management practice for duration of Job.</b> <ul style="list-style-type: none"> <li>• Safety attire on-site.</li> <li>• Ensure Safe &amp; Accident Preventive work method for all on-site activities.</li> <li>• Conduct on-site 'Safety &amp; Hazard' training/giudance for all operators.</li> <li>• Insurances-Workers' compensation</li> </ul>	<b>LS</b>	<b>1</b>	
Provision for Compilation/Submission of. <ul style="list-style-type: none"> <li>• Daily Accomplishment Reports [DAR].</li> <li>• Job Completion Reports [JCR].</li> </ul>	<b>LS</b>		
Provision for (excl. any & all heavy plant & t/trucks); <ul style="list-style-type: none"> <li>• Mobilization</li> <li>• De-mobilization</li> </ul>	<b>LS</b>		
Provision for Maintenance of Site Establishment throughout duration of Job. Vehicle hiring (1No. vehicle) Maintenance of staff on-sit	<b>LS</b>		
Charge for use of Specialized Equipment. <ul style="list-style-type: none"> <li>• Scan Machines</li> <li>• GPS and others</li> <li>• Other required machines &amp; Equipment</li> </ul>	<b>LS</b>		
Charge for use of excavator for; <ul style="list-style-type: none"> <li>• Excavation of suspect spots</li> </ul>	<b>LS</b>		

<ul style="list-style-type: none"> <li>• Extraction/Loading spoils onto trucks for disposal</li> <li>• Charge for use of dump-truck</li> <li>• Haulage of spoils to approved designated holding/disposal site(s).</li> </ul>			
<b>Vegetation Removal</b> <ul style="list-style-type: none"> <li>• Removal &amp; disposal of sporadic clusters of light vegetation within area ear marked for UXO QC&amp;A Survey Work</li> </ul>	<b>LS</b>		
<b>Demolition of trees-allow for demolition of trees on site prior to UXO scan and clearance.</b>	<b>LS</b>		
<b>Non-Technical Survey, Technical Survey, plus Planned Systematic Search &amp; Controlled QC&amp;A over pre-cleared area at the proposed Site.</b> <ul style="list-style-type: none"> <li>• Visual inspection, Surface and Sub-surface scanning using Magnex 120-L2 Magnetometer perimeter.</li> <li>• Quality Check &amp; Assurance surveys.</li> <li>• Liaison with RSIP Bomb Disposal Unit.</li> <li>• Issuing of Clearance Certificate to Client.</li> <li>• Data Entry of completed UXO Clearance for SIG war zone Records.</li> </ul>	<b>LS</b>		
<b>Allow for clearance of UXO and other metals at the high-water mark, 10 meters out from the seashore along the proposed site.</b>	<b>LS</b>		
<b>Total Bid</b>			

**ANNEX E: PROJECT REQUIREMENTS: SITE LOCATION**

1 2 3 4 5 6 7 8 9 10 11 12

A  
B  
C  
D  
E  
F  
G  
H



National Hosting Authority  
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remain the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--

**PROJECT TITLE:**  
SOL2023, IF, DC PARK FACILITY

**DRAWING TITLE:**  
SITE LAYOUT

**CLIENT:**  
National Hosting Authority

**ISSUE STAMP:**

DRAWN.	D.P	CHECKED.	SG
APPROVED.	-	SCALE.	1:1500 @A3
PROJECT No.	-	PLOT DATE.	4/5/22
SHEET No.	-	ISSUE No.	A

**SITE LOCATION**  
PLAN SCALE 1:1500

1 2 3 4 5 6 7 8 9 10 11 12

A  
B  
C  
D  
E  
F  
G  
H  
A3



National Hosting Authority  
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remain the sole property of the owner and are not to be duplicated or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--

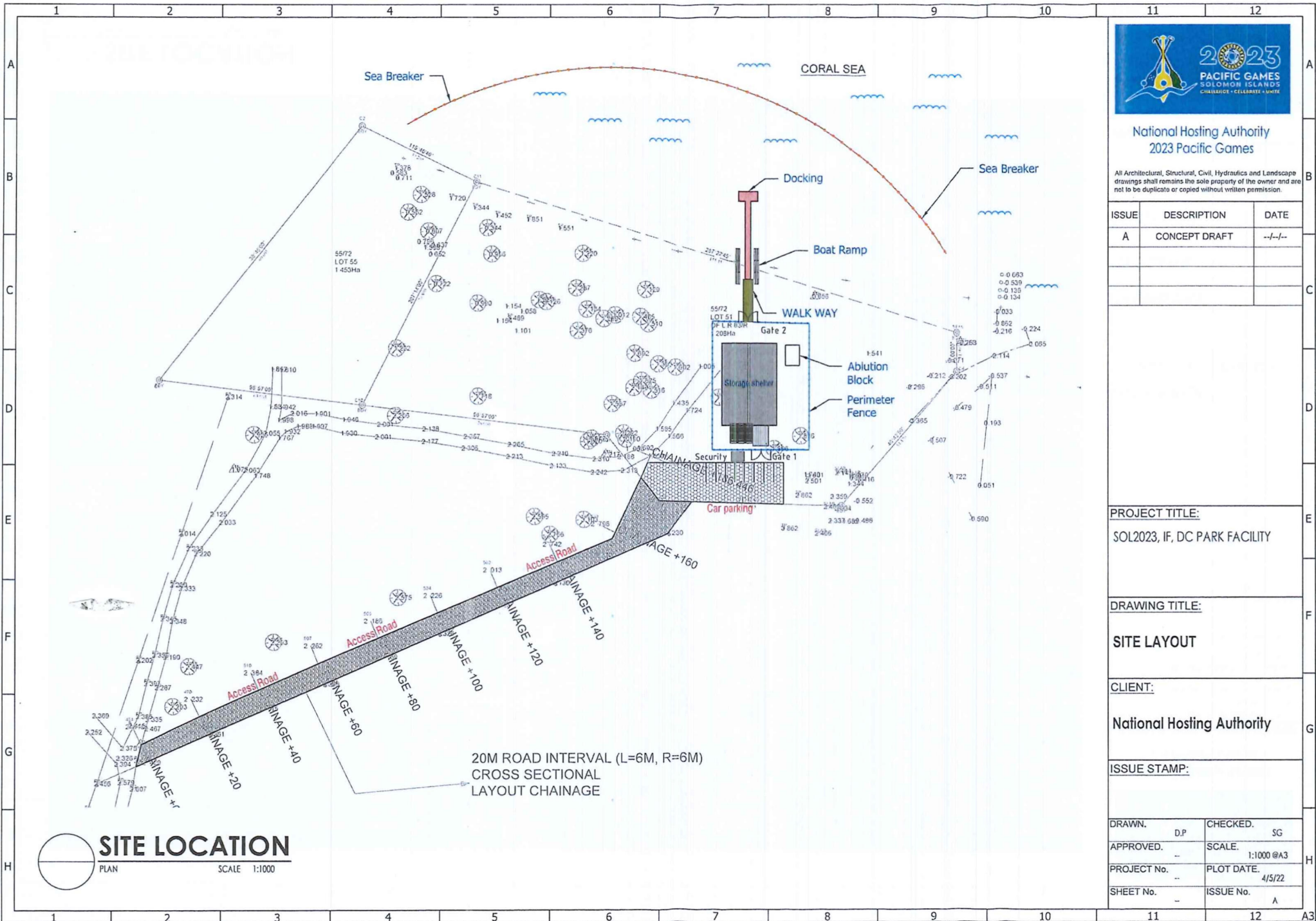
PROJECT TITLE:  
SOL2023, IF, DC PARK FACILITY

DRAWING TITLE:  
SITE LAYOUT

CLIENT:  
National Hosting Authority

ISSUE STAMP:

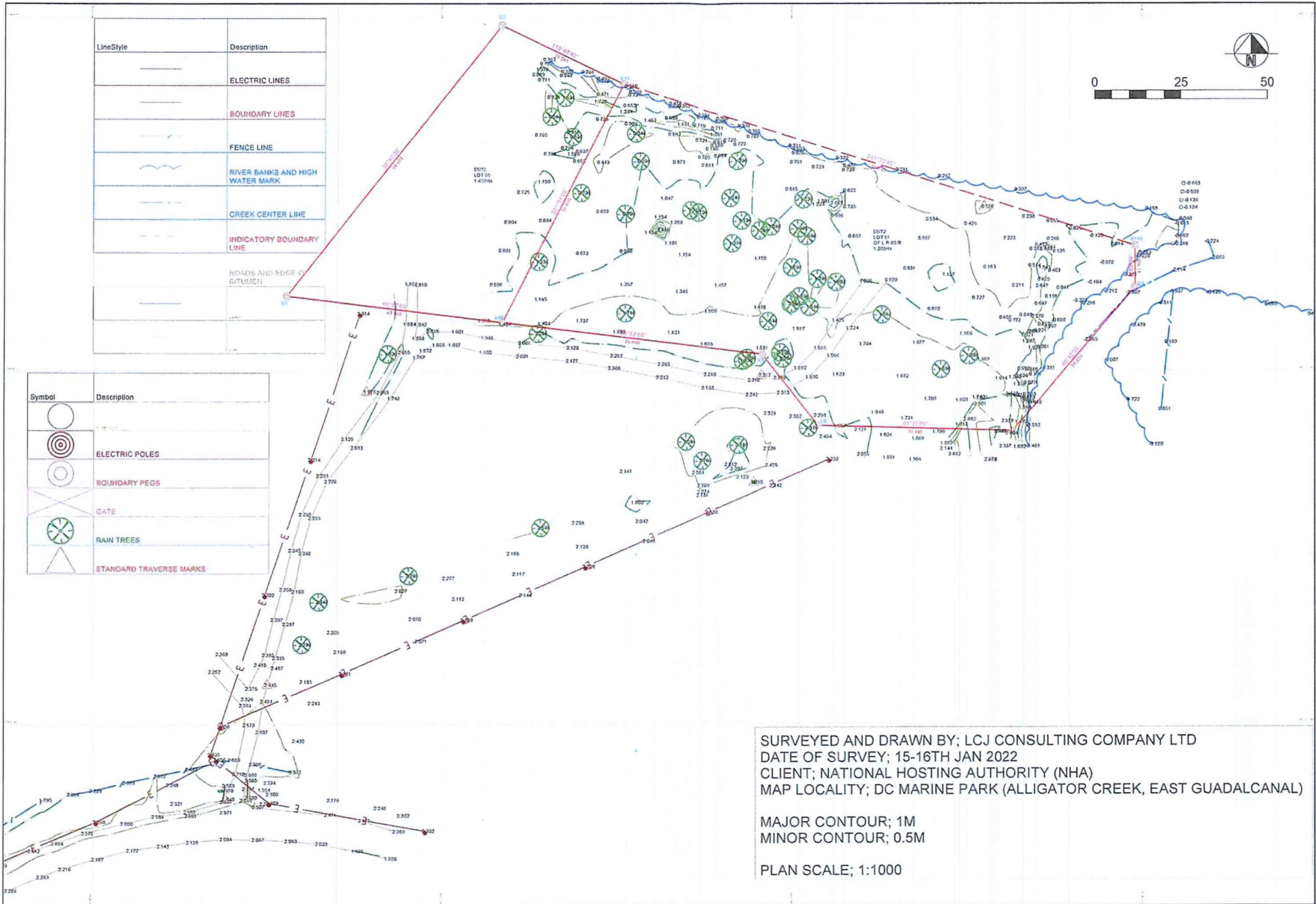
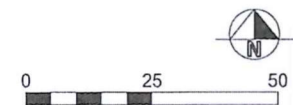
DRAWN.	D.P	CHECKED.	SG
APPROVED.	--	SCALE.	1:1000 @A3
PROJECT No.	--	PLOT DATE.	4/5/22
SHEET No.	--	ISSUE No.	A



**ANNEX F: DRAWINGS**

LineStyle	Description
	ELECTRIC LINES
	BOUNDARY LINES
	FENCE LINE
	RIVER BANKS AND HIGH WATER MARK
	CREEK CENTER LINE
	INDICATORY BOUNDARY LINE
	ROADS AND EDGE OF BITUMEN

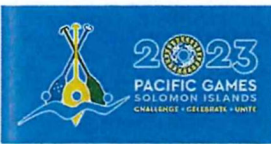
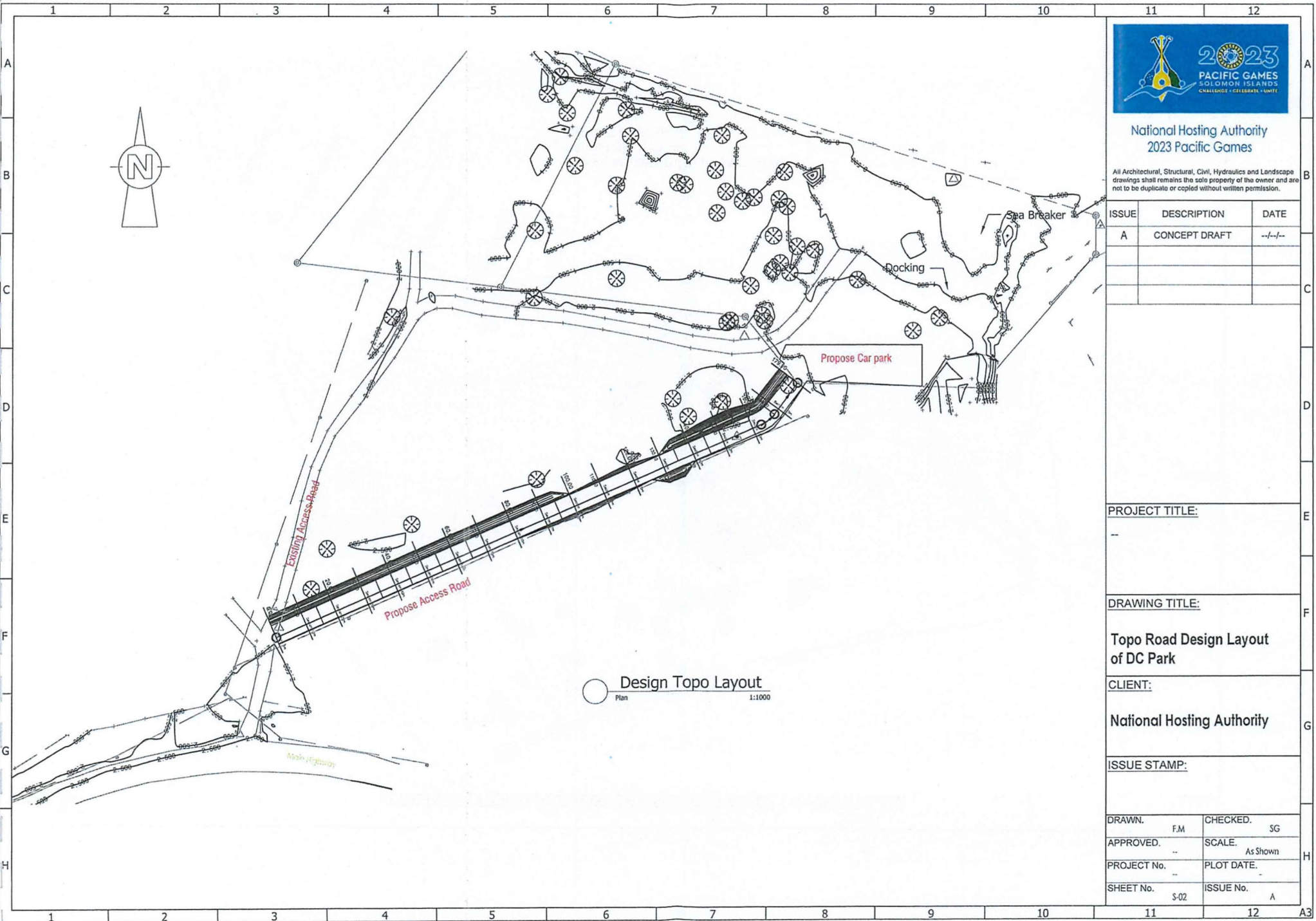
Symbol	Description
	ELECTRIC POLES
	BOUNDARY PEGS
	GATE
	RAIN TREES
	STANDARD TRAVERSE MARKS



SURVEYED AND DRAWN BY; LCJ CONSULTING COMPANY LTD  
 DATE OF SURVEY; 15-16TH JAN 2022  
 CLIENT; NATIONAL HOSTING AUTHORITY (NHA)  
 MAP LOCALITY; DC MARINE PARK (ALLIGATOR CREEK, EAST GUADALCANAL)

MAJOR CONTOUR; 1M  
 MINOR CONTOUR; 0.5M

PLAN SCALE; 1:1000



National Hosting Authority  
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remain the sole property of the owner and are not to be duplicated or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--

PROJECT TITLE:  
--

DRAWING TITLE:  
**Topo Road Design Layout of DC Park**

CLIENT:  
**National Hosting Authority**

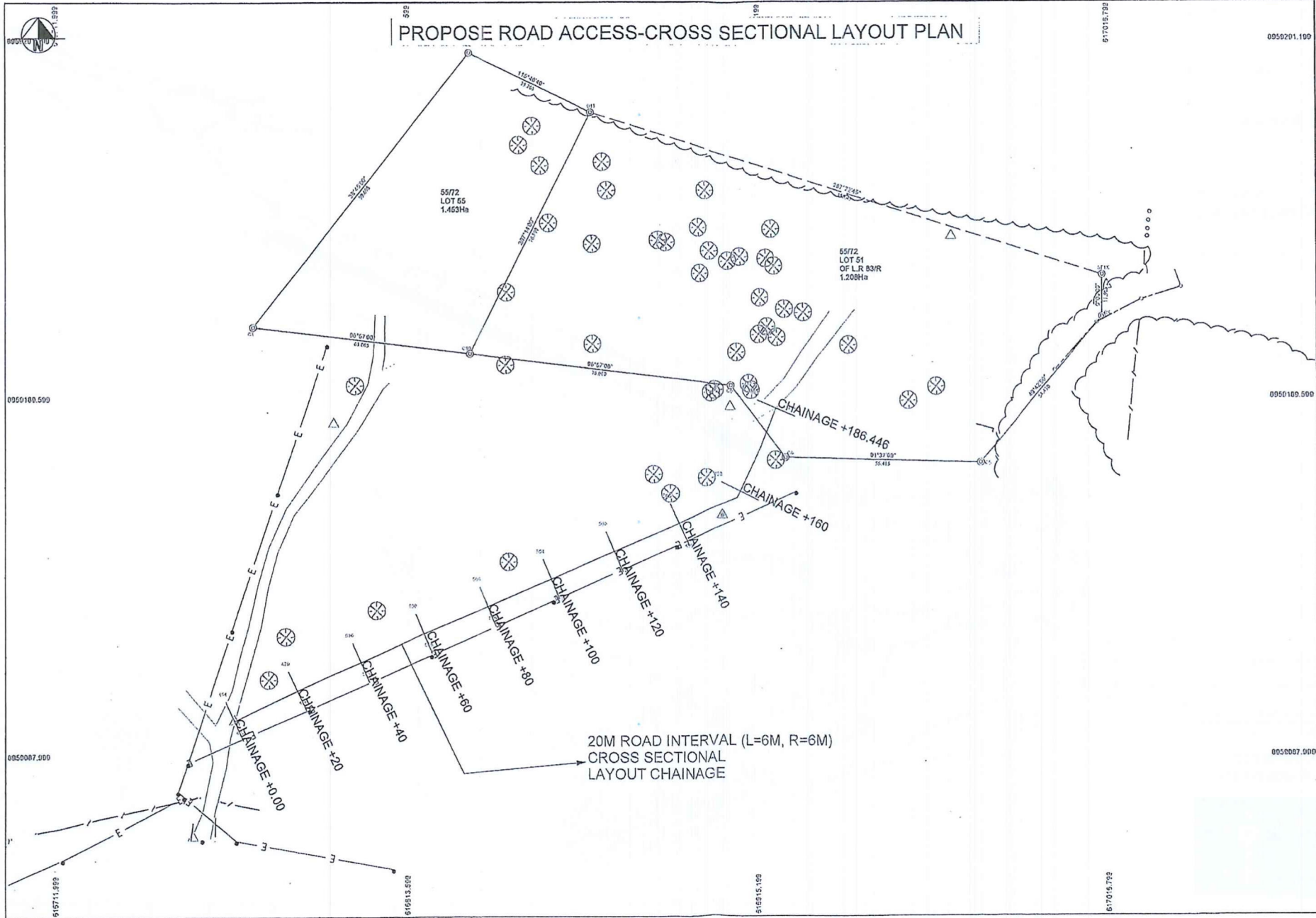
ISSUE STAMP:

DRAWN.	F.M	CHECKED.	SG
APPROVED.	--	SCALE.	As Shown
PROJECT No.	--	PLOT DATE.	--
SHEET No.	S-02	ISSUE No.	A

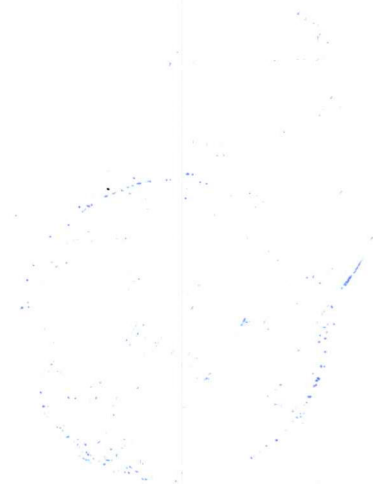
Design Topo Layout  
Plan 1:1000



# PROPOSE ROAD ACCESS-CROSS SECTIONAL LAYOUT PLAN



ANNEX G: CONTRACTOR'S WORK SCHEDULE





**Transaction or Request Lodgement Receipt**

**Transaction or Request Description:** ANZ to Other Bank Transfer  
**Transaction or Request Status:** Posted  
**Date / Time:** 14/06/2022 16:21  
**Transaction Number:** AFA40372

**Transaction Details:**

ANZ to Other Bank Transfer

From Account: 5691140  
 Transfer Amount in Local Currency: SBD 55,098.00  
 Transfer From Amount: SBD 55,098.00  
 Indicative :  
 My Reference: Survey DC Park

Payment Details

Account Name: Azimuth Surveys  
 Account Number: 1393660101  
 Bank Name: Bank of South Pacific  
 Reference To Payee : INV#20/2022 Pay2

Pay Date : 14/06/2022



**Comments:**

\*\*\*\*\* Authorisation Details \*\*\*\*\*  
 14/06/2022 16:21 Pauline Tovua  
 Authorisation Required for : ANZ to Other Bank Transfer (2A)  
 14/06/2022 16:43 Gilbert John Osmond Muria  
 Authorised -ANZ to Other Bank Transfer  
 15/06/2022 16:00 Debbie Ofaeri Sifoni  
 Authorised -ANZ to Other Bank Transfer  
 15/06/2022 16:00 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

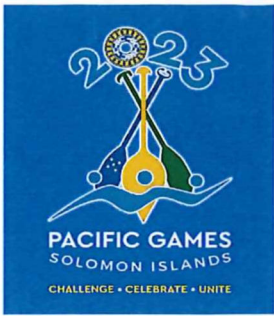
## Held for Authorisation Transaction Number AFA40372

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### Transaction Details

ANZ to Other Bank Transfer	▲
From Account: 5691140	
Transfer Amount in Local Currency: SBD 55,098.00	
Transfer From Amount: SBD 55,098.00	
Indicative :	
My Reference: Survey DC Park	
Payment Details	▼

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



NATIONAL HOSTING AUTHORITY

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

PAYMENT VOUCHER	
DATE	14/06/2022

Azimuth Surveys  
P O Box 595  
Honiara  
Solomon Islands

Cheque Number    IB TRANS  
Total Amount Paid    \$55,098.00

Payment No. 02 for Completion 15% of all works & delivery of report 7 UXO Clearance Survey Certificate.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000542	11/05/2022	\$367,320.00	\$183,660.00	\$55,098.00



14/6/22

Payment Voucher Prepared By:  Date: 14/06/22

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_



## NATIONAL HOSTING AUTHORITY SOLOMON ISLANDS GOVERNMENT

C5

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

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

PMU

Signed

Item/Requirement/Checked by Committee/Department	P/Ref	Compliance	Payment	Status
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	N/A	
ICT Checklist attached (if for ICT equipment)		N/A	N/A	
Progress Report of works/Photos etc		✓	✓	
Completion report if goods/services and works have been completed		✓	✓	
Other reports if any ( goods and services)		N/A	N/A	
Payment certificate from Engineer matching amount in Requisition		✓	✓	
Invoice from Contractor matching amount in requisition		✓	✓	
<b>Compliance checks required and done by Department</b>				
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)		✓	
<b>AX Form</b>				
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			✓	



# AZIMUTH SURVEYS

**AZIMUTH SURVEYS**  
Lot 936/III/H  
Mbumburu Terrace  
Honiara, Solomon Islands  
**Telephone: 23039**  
**Mobile: 7510428**

Invoice No: 20/2022

Date: 5 June 2022

Postal address:  
**PO Box 595,**  
Honiara, Solomon Islands  
[azimuthsurveys@gmail.com](mailto:azimuthsurveys@gmail.com)  
[asoaki@solomon.com.sb](mailto:asoaki@solomon.com.sb)

To: Soleana Gagahe  
Project Manager  
Project Management Unit  
National Hosting Authority

## INVOICE –PAYMENT NO 2 - CONTRACT GTB - 01/22 UXO SURVEY FOR DC PARK

We are pleased to submit our invoice for the Payment No. 2 for the completion of the Contract GTB-01/22 UXO Survey for the DC Park.

Item 1.0: Fee – 15% Payment No. 2	SBD	55,098.00
-----------------------------------	-----	-----------

<b>TOTAL THIS INVOICE</b>	<b>SBD</b>	<b>55,098.00</b>
---------------------------	------------	------------------

For electronic or payment by T/T, our account details are as follows:

Name of Account:	: Azimuth Surveys
Bank:	: Bank South Pacific
Account No:	: 139366 0101
Swift Code:	: BOSPSBSB



**NATIONAL HOSTING AUTHORITY**

REQUISITION NUMBER: PMU-118/22

DEPARTMENT: PMU

**PURCHASE REQUISITION**

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L. S	Payment No. 2 (15%) for completion of all works & delivery of Report & UXO Clearance Certificate by Azimuth Surveys Ltd for the UXO Survey for DC Park.	Azimuth Surveys Ltd	INV# 20/2022	\$55,098.00
<b>TOTALS</b>					<b>\$55,098.00</b>

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$55,098.00 Date: 8/6/22

Requisition Officer (Name): PETER HIMANE Sign: [Signature]

Account Code: 6-2004

Account Name: Consultancy Costs

Funds available on this account: \_\_\_\_\_

**Supervisors Certification (Accountable Officers):**

Certifying Officer (Name): ELDON TEPA Sign: [Signature] 8/6/22

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

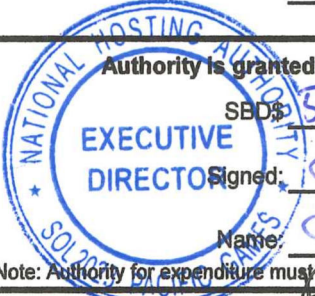
Authority is granted for expenditure not exceeding:

SBD: 551098.00

Signed: [Signature]

Name: C. NIEPA

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



**Threshold Checklist**

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

Compliance Check by: [Signature] Signature

Name: Leang. B Date: 9/06/22

Position: Procurement/Compliance

# 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:** Soleana Gagahe, PMU  
**NHA Ref:** SVG-080622  
**Date:** Wednesday 8<sup>th</sup> June 2022

**SUBJECT:** Approval of Payment No. 2 (15%) for completion of all works and delivery of required documents by Azimuth Surveys Ltd for the UXO Survey for DC Park

Dear ED,

As per *Part III "Payment Schedule"* of the Contract between NHA and Azimuth Surveys for the UXO Survey for DC Park, the second payment (No. 2) of 15% "shall be made upon completion of all works and UXO Clearance Report and UXO Clearance Certificate to PMU/NHA".

Azimuth Surveys have to date, completed all required UXO Works which includes scanning of the specified Lot at DC Park, the access road (approx. 2000m<sup>2</sup>) and 10m offset of the northern boundary of the specified Lot.

Azimuth Surveys have since, delivered their documents as per their contractual obligation. This includes a Clearance Certificate, Dig Sheet and Report. These have been reviewed by PMU and are deemed sufficient for their payment claim put forward on 5<sup>th</sup> June 2022.

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

**PAYABLE AMOUNT: \$SBD 55,098.00**

**PAYABLE TO: Azimuth Surveys Ltd**

Thank you for your understanding.

Kind regards,

Soleana Gagahe  
Senior Contract Administrator, PMU

# NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY



.....

Signature

.....

Date

**Mr Christian Nieng**  
Executive Director  
National Hosting Authority

Approved

Not Approved

Cc. FC



C/-P.O. Box 2443

Honiara

Solomon Islands



Phone:

677 7308800

Facebook page:

*Sol2023 XVII Pacific  
Games*



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

## PROGRESS PAYMENT CERTIFICATE NO: 02

<b>Payment Schedule Name:</b>	Payment No. 2		
<b>Project Name:</b>	UXO Survey for DC Park		
<b>Contractor:</b>	Azimuth Surveys Ltd		
<b>Project Manager</b>	Soleana Gagahe	<b>Certificate:</b>	PC - 02
<b>Contract Administrator:</b>	Peter Himane	<b>Date Invoice Received:</b>	05-Jun-22
		<b>Date Issued for payment:</b>	08-Jun-22
		<b>Contract No:</b>	GTB-01/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 367,320.00		
1	Payment 1 (50%) - Upfront Payment as mobilization	\$ 183,660.00	\$ 183,660.00	Already Paid
2	Payment 2 (15%) - completion of works and UXO Clearance Report and UXO Clearance Certificate to PMU/NHA	\$ 55,098.00	\$ 55,098.00	This Claim
	Payment 3			
3	Payment 4			
4				
5				
10	<b>Progress Claim to date</b>	<b>\$ 238,758.00</b>		
11	<b>Original Contract Value</b>	<b>\$ 367,320.00</b>		
12	<b>Total Adjusted Contract Value</b>	<b>\$ 367,320.00</b>		
13	<b>Balance of Contract Payment</b>	<b>\$ 128,562.00</b>		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 55,098.00	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	With-Holding Tax (7.5%)	\$ -	Azimuth Surveys Ltd is tax exempted
	Amount payable for this claim after Retention	\$ 55,098.00	

Payment is certified as conformed to payments terms and conditions as stated in Part III: Payment Schedule of the Contract for the UXO Survey for DC Park

Payment is hereby certified:

Soleana Gagahe (Project Manager)

08, 06, 2022  
 Date

Complianced and approved by:

Peter Himane (Contract Administrator)

08, 06, 22  
 Date

Claim is hereby approved for payment by:



Eldon Tapa (Executive Director - PMU)

8, 6, 22  
 Date

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

## Azimuth Survey

### Battle Area Clearance (BAC) Certificate

<p style="text-align: center;"><b>Project Name and No</b></p> <p>DC Marine Park Project :04/22</p>	<p style="text-align: center;"><b>Map Ref and Location</b></p> <p>DC Park, Henderson, Guadalcanal (Google map)</p>
<p style="text-align: center;"><b>UXO clearance Team</b></p> <p>Azimuth Surveys</p>	<p style="text-align: center;"><b>Date of Task</b></p> <p>4<sup>th</sup> – 30<sup>th</sup> May 2022</p>
<p style="text-align: center;"><b>Quantity and Munition types</b></p> <ol style="list-style-type: none"> <li>1. US .50 Cal (HE)</li> <li>2. US Mk2 Grenade HE</li> <li>3. US Mk1 40mm AP</li> <li>4. Jap 97 Grenade HE</li> <li>5. 7.62mm round</li> <li>6. Assorted 5.56mm rounds</li> </ol>	<p style="text-align: center;"><b>Survey Methodology and Technology</b></p> <p>Sweeping scan of 1.0m radius within 12200 square meters with a controlled gauge of 1.2m depth. The Garrett ATX (Extreme Pulse Induction) Detector has a 1.2m depth, effective range both on land and under water. Calibration was set at scales,7= sensitivity,12= thresold,10= tracking,7= discrimination for the task to achieve a clearance depth of 1.0m Upex 740M detector has an effective range of 3.30m and was calibrated at 55 ms at 10% to achieve maximum detection for the soil type at the site</p>
<p style="text-align: center;"><b>Quality Control</b></p> <p>Conducted by Eddie Soaki, BAC Tech/Operator of Azimuth Surveys</p> <p>Signed: </p>	<p style="text-align: center;"><b>Quality Assurance</b></p> <p>Conducted as part of operations</p>
<p style="text-align: center;"><b>Declaration</b></p> <p>I declare that the area described in this document had been cleared in accordance with Azimuth Tech SOP5 which is based on the RSIPF's EOD technical SOP 2011, and that to the best of my knowledge and belief, it is free of UXO according to the stated specifications on this form</p> <p>Name: Eddie Soaki <span style="float: right;">Signature: </span></p>	
<p><b>Restricted Distribution</b></p>	
<p style="text-align: center;"><b>Original:</b></p> <p>PMU, National Hosting Authority</p>	<p style="text-align: center;"><b>Copy</b></p>
<p style="text-align: center;"><b>Copy:</b></p> <p>EOD Unit,RSIPF</p>	<p style="text-align: center;"><b>File</b></p>

## Azimuth Surveys

### Dig Sheet

<b>Scanner:</b> Garrett ATX –extreme pulse induction and UPEX 740M-Large Loop			<b>Location:</b> DC Marine Park, Henderson, Guadalcanal		
<b>BAC Tech:</b> Eddie Soaki			<b>Scan Dimension:</b> 50x2.0x2.0 (m) within 12200 square meters lot.		
<b>Project Manager:</b> Alfred Soaki			<b>Survey Date:</b> 4-31 May 2022		
<b>Coordinates</b>  <b>WGS84 DATUM ZONE 57 L</b>			<b>Investigation:</b>		
<b>Ser</b>	<b>Easting</b>	<b>Northing</b>	<b>Description</b>	<b>Disposal</b>	<b>Remarks</b>
01	617035.00m E	8958480.00m S	US .50 Cal projectile (HE)	Removed to storage site	Unfired round
02	617030.00m E	8958472.00mS	US Mk2 Grenade HE	“	abandoned
03	617054.00m E	8958465.00m S	US Mk1 40mm	“	“
04	617032.00m E	8958457.00m S	Jap 97 Grenade HE	“	“
05	617032.00m E	8958444.00m S	7.62mm round	“	“
06	617057.00m E	8958457.00m S	Assorted 5,56mm round	“	Stored in magazine

## **AZIMUTH SURVEYS**

### **UXO SURVEY AND CONDITION REPORT OF DC MARINE PARK, GUADALCANAL PROVINCE, SOLOMON ISLANDS**



*Prepared for:*

**Executive Director**

Project Management Unit

National Hosting Authority

PO BOX 2443 Honiara

Solomon Islands

Mob (677) 7707639

Email: [SGagahe@sol2023.com.sb](mailto:SGagahe@sol2023.com.sb)

*Prepared by:*

**Azimuth Surveys**

Lot 936/III/H, Mbumburu Terrace

P O Box 595

Honiara

Solomon Islands

Tel:(677) 23039

Email: [azimuthsurveys@gmail.com](mailto:azimuthsurveys@gmail.com)

**May 2022**

## **Disclaimer**

The sole purpose of this report and the associated services performed is in accordance with the scope of services set out between Azimuth Surveys Limited (herewith called 'Azimuth Surveys') and NHA (herewith called 'Client').

Azimuth Surveys was engaged by the client to conduct UXO survey of the site that derived the data in this report. The passage of time, the manifestation of latent conditions or impacts of future events may require further exploration of the site and subsequent data analysis, re-evaluation of the findings, observations and conclusions expressed in this report.

The report has been prepared on behalf of and for the exclusive use of the Client and is subject to and issued concerning with the provisions of the agreement between Azimuth Surveys and the Client. Azimuth Surveys accepts no liability or responsibility whatsoever for or in respect of any use of or reliance upon this report by any third party.

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## 1 INTRODUCTION

Azimuth Surveys was contracted by the National Hosting Authority (NHA) to conduct Unexploded Ordnance (UXO) investigation and clearance at the DC Marine Park on Guadalcanal. This is in preparation for important construction works to happen towards developing needed infrastructure for the Pacific Games 2023. The DC Marine Park was identified as the most appropriate site to host most of the water sports hence the need to conduct UXO clearance work for that purpose.

Refer to **Appendix 1** for the google map of the site.

The task was conducted over the 4<sup>th</sup> to the 30<sup>th</sup> of May 2022, a total of 26 days of detailed scanning of the site for potential Explosive Remnants of War (ERW).

## 2 SCOPE OF WORKS

The scope of works provided by NHA was:

- To mobilize and visit the identified development sites. This includes site inspection, site marking, set admin and safe parking area, required vegetation clearance and all other necessary project control measures on site to ensure all working areas are always cleared throughout the duration of the project.
- To clear, detect/identify and remove UXO's and other chemical munitions that has the risk and hazard from human lives.
- Escorting and disposal of UXO's and other explosive materials as per established and authorized protocols.
- To deliver the expected work output in a timely manner.
- To provide the required certification of works, and to register such certificate with relevant authorities.
- Clear the area systematically of all bigger metal objects
- Remove all Metal signals from the ground and place in a metal collection point
- Cooperate with the external QC & QA contractor.
- Report all ERW found to the RSIPF EOD team
- Report all ERW found to the External QA/QC team
- GPS & record ERW only (not metal waste)
- Do not report on empty 50 calibre brass or Bullet heads
- Prior to starting the task demonstrate the detector search depth to the QA/QC team
- Always have your SOP on site.
- Scan and clear front seaside for UXO and other materials.

## 3 BACKGROUND

The National Hosting Authority (NHA) is overseeing the development of infrastructure and other construction works as part of its contribution towards the successful hosting of the Pacific Games 2023. It acts on behalf of the government and in collaboration with development partners, most notably, the Peoples Republic of China (PRC).

However, because of the possible contamination of identified sites for infrastructure development, by Unexploded Ordnance (UXO) and Explosive Remnants of War (ERW) from the second world war era, it is important to carryout investigations to mitigate this unfortunate threat.

Guadalcanal province bore the brunt of the fighting between Allied Forces and the Japanese during the Second World War. It was the last major battle in the Pacific theatre before the surrender of the Imperial Army. As a result, a lot of munitions were left behind after the withdrawal of the warring parties from Guadalcanal, these included unexploded ordnances (UXO) and abandoned ordnances (AO). Unfortunately, where the items are currently located cannot be determined accurately, hence the need to search anywhere and everywhere.

## **4**      **EQUIPMENT**

The Garrett, ATX, Extreme Pulse Induction scanner and the UPEX 740M large loop detector were used for the task. These are modern depth scanners which had been employed in other successful UXO investigation tasks over the past years.

## **5**      **METHODOLOGY**

Azimuth Surveys was tasked to scan and remove ERW within an area of approximately 12200 square meters.

The survey was conducted along 50 by 2-meter lanes within the 12200 square meters, using the UPEX 740M and Garrett, ATX, Extreme Pulse Induction scanners. The UPEX 740M was calibrated to detect up to 3 meters to cover for the foundation depth of the proposed structures to be built, whereas the ATX was used to pinpoint suspect targets for excavation by the search team.

Refer to **Appendix 2** for photos of the fieldwork.

## **6**      **FINDINGS**

The searched area was littered mostly with domestic wastes like empty cans, tins, and other metallic objects such as steel-rods, mesh wire and so forth. This indicates human contamination of the area over the years prior to the search. In respect of WW 2 articles, small arms ammunition of 5.56mm of approximately 1 kilogram was discovered. Also, two rounds of 7.62mm and a .50 calibre round were dug up. Two grenades of Japanese and American made were excavated as well during the search, in addition, two 40mm armour piercing rounds were detected and dug up also. In terms of Non-Explosive Remains of War (NERW), The parts of an aeroplane, water containers, steel matting, fuel drums, picket stakes, bunker moulds and so forth were unearthed and disposed of. It is believed that human activities on the site previously may have resulted in the removal of ERWs such that although UXOs were found, they were few for a high-risk area, in respect of the history of fighting on Guadalcanal.

## **7**      **RECOMMENDATIONS**

It is recommended that:

- Should any suspicious item be discovered during the construction phase, it must not be touched or moved, and Azimuth Surveys is notified immediately.
- Caution is always taken because only the scanned areas are deemed safe for excavation.

## 8 CONCLUSIONS

The UXO survey work was conducted to meet the scope of works provided in the contract agreement and although some challenges were encountered, it was successfully executed as per the expectations of the client. It is, however, important to note that only the scanned areas are deemed cleared for construction to take place, all other areas are highly contaminated still.

### **Date/Time:**

Thursday 2<sup>nd</sup> June 2022 at 1000hrs, this report is compiled and submitted for viewing by the client to inform its decision-making processes.

### **Signed:**

A handwritten signature in blue ink, consisting of several overlapping loops and a vertical stroke, positioned to the right of the 'Signed:' label.

Eddie Soaki  
BAC Tech/Operator

## APPENDIX 1: SITE PLAN OF SURVEY AREA



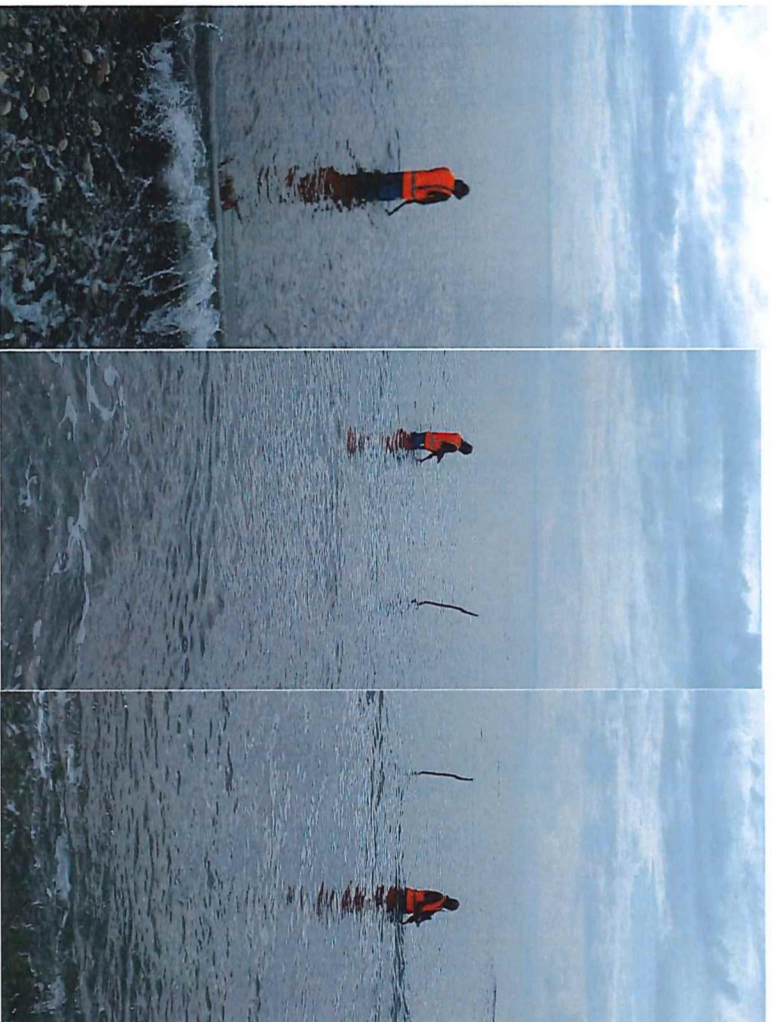
## APPENDIX 2: PHOTOS OF THE FIELD WORK











Unexploded Ordnances (UXO) discovered via the search







8<sup>th</sup> June 2022

05DCPARK\_JUN 2022-PM COMPLETION REPORT.docx

NHA Ref: SVG-080622



NHA Secretariat  
National Hosting Authority  
Old Sea King Building, Point Cruz, Honiara, Guadalcanal  
SOLOMON ISLANDS

To whom it may concern,

**PROJECT: 05 DC PARK**  
**SUBJECT: COMPLETION REPORT – MAY - JUNE 2022**

## 1 INTRODUCTION

- 1.1 The DC Park Project is one of the smaller projects administered by the PMU for the 2023 Pacific Games.
- 1.2 The project is still in its pre-construction phase, whereby changes have been continuous, dependant on decisions by the Superiors.
- 1.3 The following report discusses the progresses made during the months of April and May 2022 specifically for UXO Works conducted from May 4<sup>h</sup> 2022- May 30<sup>th</sup> 2022.

## 2 PROGRESS

- 2.1 Between April and May 2022, the project has since commenced with UXO Clearance of the site (including the access road).
- 2.2 **Mobilisation payment**
  - 2.2.1 With the signing of the Contract, and mobilisation commencing immediately for the works, an initial payment of 50% of the contract value was issued to the Contractor as mobilisation as per the Payment Schedule of the Contract (Section III of Contract).
  - 2.2.2 Refer to Contract attached.
- 2.3 **UXO Works**

2.3.1 On 30<sup>th</sup> March 2022, the ITB awarded the UXO Survey for DC Park Contract to Azimuth Surveys Ltd.

### **2.3.2 Contract negotiations and signing**

2.3.3 From then, a contract was drawn up whereby negotiations and contract reviews were conducted between PMU, NHA & Azimuth Surveys Ltd.

2.3.4 With the negotiations for the contract, simple reviews were conducted by the contractor to the draft contract drawn up on behalf of NHA.

2.3.5 There is to be a 35% retention to be held – this was discussed thoroughly with the Contractor whom did not fully agree to the condition that it be held for an unspecified amount of time until subsurface works are completed.

2.3.6 Therefore, upon much deliberation, it was agreed that the retention be held for 3 months.

2.3.7 Furthermore, the duration for the works was increased from 4 weeks to 6 weeks.

2.3.8 There was a delay in the month of April 2022, due to the second-wave outbreak of Covid-19, hence contractual dealings were delayed for the latter 2 weeks of April 2022. Thus, the contract signing was finally conducted on 2<sup>nd</sup> May 2022, between NHA and Azimuth Surveys Ltd.

### **2.3.9 Commencement of Works**

2.3.10 Works commenced on the 3<sup>rd</sup> May 2022 at DC Park for the UXO Works. This began with an on-site meeting with members of Azimuth Surveys Ltd, PMU Project Manager and CA team and the representative of the owners of DC Park – Mr. Drake Chow.

2.3.11 During this meeting, several points were discussed:

2.3.11.1 *Cutting of trees – Azimuth Surveys Ltd had to inform Mr. Drake Chow first before demolishing any tree*

2.3.11.2 *A temporary waste disposal area was located on site by Mr. Drake Chow as was requested by Azimuth Surveys Ltd*

2.3.11.3 *Site entry permission was granted by Mr. Drake Chow for Azimuth Surveys Ltd to conduct UXO Clearance for a duration of 6 weeks.*

2.3.11.4 *Azimuth Surveys Ltd was to provide updates on the Works conducted to PMU Project Manager via email.*

### **2.3.12 UXO Works Progress Update**

2.3.12.1 *03/05/22: Site clearance commenced prior to UXO clearance on site*

2.3.12.2 *06/05/22: Vegetation clearance at 70% completion of the target area; visual search completed 50% with nil Explosive Remnants of War (ERW) on surface; High water mark identified and pegged against 10m seaward sway*

2.3.12.3 *09/05/22: Subsurface & deep scanning commenced*

2.3.12.4 *10/05/22: Deep scan of 150m access road; metallic debris from WW2 retrieved for disposal; nil identification of ERW*

2.3.12.5 *12/05/22: Scan completed for access road and demarcated car park; area was heavily contaminated with non-explosive remnants of war; 3 UXO of small caliber unearthed, i.e., 1 x 50 cal, 1 x 307mm & 1 x 7.62mm; work progressing well except for slight inclement weather*

2.3.12.6 *14/05/22: UXO detected – 3 x 6inch solid shot AP rounds, 1 x grenade*

2.3.12.7 *16/05/22: Scan completion at 40% of target area; UXO retrieved – 1 x grenade (US) and assorted small arms ammunition*

- 2.3.12.8 20/05/22: Completed 90% scanning; commenced random spot checks as part of Quality Check (QC)
  - 2.3.12.9 24/05/22: North-east end of high-water-mark remaining to be cleared (i.e., Alligator Creek river-mouth); project soon to be completed and demobilised
  - 2.3.12.9.1 30/05/22: UXO scanning and clearance completed by Contractor
  - 2.3.12.9.2 02/06/22 – 05/06/22: UXO Report and documentation compilation
  - 2.3.12.9.3 05/06/22: UXO Report, Certificate and Invoice delivered by Contractor to Client
- 2.3.13 A site visit was conducted on 24<sup>th</sup> May 2022 by the PMU Project Manager for the project which confirmed the soon completion for the UXO Works on site.
- 2.3.14 Metal debris had already been removed as well.
- 2.3.15 Refer to **05DCPARK\_MAY 2022\_ATTACHMENT A – PHOTOS** for updates on the Works conducted.

### **3 FINANCIAL REPORT**

- 3.1 As of May 2022, a UXO Survey has been conducted at DC Park, with a contract value of SBD\$ 367,320.00. 50% of this value has already been paid to the contractor as mobilisation.
- 3.2 This claim is for 15% payment upon completion of the UXO Survey, with a retention of 35% of total contract value to paid after a Defects Liability Period of 3 months.

#### 4 PHOTOS

Refer to enclosed attachment **05DCPARK\_MAY 2022 – ATTACHMENT A\_PHOTO** for updated photos of DC Park in April -May 2022.

#### 5 CONCLUSION

5.1 As of now, UXO Works are complete and the Defects Liability Period is now in action. This will be or a period of 3 months, upon which, once over, a retention of 35% will be released for the Contractor.

With this, the above are few of the updates in support of the UXO Works conducted at DC Park.

Yours faithfully,



**Soleana Visiama Gagahe**  
Senior Contract Administrator  
Project Management Unit  
Games Facilities Committee  
National Hosting Authority  
(+677) 7707639

ENCLOSED:

05DCPARK\_MAY 2022 – ATTACHMENT A\_PHOTOS

## ATTACHMENT A – PHOTOS







## Tender Award Notification

Date: 30<sup>th</sup> March 2022

**Azimuth Surveys**

Dear Sir/Madam,

### AWARD OF CONTRACT FOR: UXO Survey of DC Park- GTB-01/22

The Internal Tender Board has deliberated today on the submission from the Technical Evaluation Committee for approval of the contract to carry out UXO Survey of DC Park.

I am pleased to inform you that after carefully considering the details and arguments presented in the submission, the Internal Tender Board has **approved** the submission for the works at a total price of **\$367,320.00SBD**.

You are hereby informed to contact Mr. Peter Himane to arrange for contract formalities. Please note that a binding contract will not be in place until this contract is executed by both the Purchasing Agency and the Contractor.

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



Secretary - Internal Tender Board

Cc:  
Chairs, Internal Tender Board  
FC – NHA  
ED PMU  
Procurement/Contracts Team-PMU  
DC Park Management-Drake Chow



**CONTRACT AGREEMENT**

**FOR**

**UXO SURVEY FOR DC PARK**

**GTB-01/22**

**BETWEEN**

**SOLOMON ISLANDS GOVERNMENT-  
REPRESENTED BY NATIONAL HOSTING  
AUTHORITY**

**AND**

**AZIMUTH SURVEYS LTD**

**P.O.BOX 595, HONIARA, SOLOMON ISLANDS**

**April 2022**

## CONTRACT AGREEMENT

1. The Government of the Solomon Islands, represented by the **National Hosting Authority**, legally represented in this matter by the *Executive Director (NHA) – Mr. Christian Nieng* hereinafter referred to as the Client,

*and*

2. **Azimuth Surveys Ltd** which has its registered office in Honiara, legally represented in this matter by **Mr. Alfred Soaki**, hereinafter referred to as the Contractor,

*Have agreed as follows:*

3. The subject of this contract shall be **the undertaking of UXO Survey for DC Park, specifically, for Lot 51 of LR83/R of Parcel Number 192-004-0018 and the Access Road(s) as through Lot 184 of LR83/R of Parcel 192-004-64 and 10 meter offset from the High-water mark of Lot 51 as specified above, into the sea.**
4. The total price for the Works is confirmed in the Tender and Price Schedule as part of your Tender dated on **1<sup>st</sup> day of February 2022.**
5. The Total Price shall be **SBD\$ THREE HUNDRED AND SIXTY-SEVEN, THREE HUNDRED AND TWENTY DOLLARS ONLY (SBD\$ 367,320.00).** The agreed prices for the above mentioned works are fixed for the duration of this Contract.
6. The Works shall be completed within **6 weeks** from the Contract commencement date.
7. The place for Works to be conducted shall be at DC Park, Henderson, Guadalcanal Province, at the site to be selected by the Client.
8. The Contractor shall strictly comply with the terms and conditions as mentioned in the General Conditions of Contract & Special Conditions of Contract for the execution of Works and the Technical Specifications. Any general and special terms and conditions drawn up by the Contractor do not apply.
9. The Contractor's invoice(s) to the Client for the completion of all progressive works shall be addressed to the Project Management Unit, Games Facilities Committee, National Hosting Authority, quoting the above-mentioned Contract number.
10. This Contract is subject to the provisions of the attached General Conditions of Contract and Special Conditions of Contract for the Execution of Works.
11. This Contract is made up of the following documents, in order of precedence:
  - a. THIS CONTRACT LETTER
  - b. SECTION I: GENERAL CONDITIONS OF CONTRACT
  - c. SECTION II: SPECIAL CONDITIONS OF CONTRACT
  - d. SECTION III: PAYMENT SCHEDULE
  - e. SECTION IV: ANNEXES TO THE CONTRACT
    - i. Annex A: Tender Form
    - ii. Annex B: Tender Securing Declaration

- iii. Annex C: Contractor's Priced Schedule
- iv. Annex D: Project Requirements: Technical Specifications & Guidelines
- v. Annex E: Project Requirements: Site Location
- vi. Annex F: Drawings
- vii. Annex G: Work Schedule

12. The various documents making up this 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.

**AGREEMENT SIGNED AND SEALED BY BOTH PARTIES.**

*Parties hereby signed as agreed and this Contract enters into force on the date on which it is signed by both Parties [and ends as soon as the Delivery of the Supplies has been completed].*

For the Client

For the Contractor

Name: Mr. Christian Nieng

Name: Mr. Alfred Soaki

Title: Executive Director

Title: Director

NHA

Azimuth Surveys Ltd

Signature:.....

Signature:.....

Date: 03 May 2022

Date: 2 MAY 2022

For the GFC/PMU (counter-signing)

Name: Eldon Tapa

Title: Executive Director

Project Management Unit

Games Facilities Committee

Signature:.....

Date: 3/5/22



## **PART I: GENERAL CONDITIONS OF CONTRACT**

### **DEFINITIONS**

The following terms in these General Conditions of Contract for the Government of the Solomon Islands are written with initial capitals and are defined as follows.

- 1.1 **Technical Specification:** a document attached to the Contract which, when initialed by both parties, forms part of the Contract.
- 1.2 **Documentation:** the manuals or other user instructions accompanying the Works, in English.
- 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 Client's request on the Contractor's premises prior to Delivery.
- 1.5 **Client:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract.
- 1.6 **Contractor:** The Client'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 Client and the Contractor to which these General Conditions of Contract are declared to be applicable.
- 1.9 **Party:** The Client 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 Special Conditions of the Contract (SCC) (or any other competent person appointed by the Client 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 General Conditions of Contract are binding only if they have been explicitly agreed in writing between the Parties.

## **PERFORMANCE OF THE CONTRACT**

### **Article 3 Delivery**

- 3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Client 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 address and delivery location specified by the Client, and the Contractor will bear all costs and risks connected with transporting 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 considered to be fixed and final. If the Works are not delivered to 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 Client and will not alter the agreed payment date.
- 3.4 The Client has the right to defer Delivery, unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to store the Works for the Client 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 Client, 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.
- 3.5 Upon request of the Client, the Contractor may be required to provide incidental services and/or spare parts for the equipment tendered. These incidental services and spare parts should be in line and relation to the Works tendered.

### **Article 4 Guarantee**

- 4.1 The Contractor guarantees that the delivered Works complies with the technical Specifications stated in the Contract and that have been accepted by the Client by issuing this Contract, and are free of defects and is suitable for the purpose for which the Works is intended. The Works does not comply with the Contract if the Works do not have the characteristics the Client might expect on the basis of the Contract.
- 4.2 If the Client has not provided a more detailed description of the requirements to be met by the Works, the Works should in any event be of good quality and meet at least the customary requirements concerning soundness, fitness for purpose and workmanship requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Client 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 Client, the Contractor will rectify the defect or non-conformity within a period set by the Client 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 Client has not accepted explicitly and in writing. The Contractor indemnifies the Client against all claims in this regard.
- 4.5 The Contractor guarantees the delivery of spare parts for equipment delivered under the performance of this 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 Client's request, the Works may be inspected by the Client or a third party designated by the Client during the Execution of Works. However, the Client is not obliged to carry out such an Inspection.
- 5.2 If the Client wishes to inspect the Works:
  - a. the Contractor will allow the Client or a third party appointed by the Client full access to the location where the Contractor is executing the Contract;
  - b. the Contractor will, upon request and at no cost to the Client, cooperate with the Inspection and facilitate the Client or a third party appointed by the Client 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 it. The associated costs will be borne by the Contractor.
- 5.3 If the Client rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Client, to rectify without delay, at its own expense and risk, the defects and notify the Client when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Client 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 Client 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 Client 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 requested 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 Client.
- 8.4 If the Contractor breaches its duty of confidentiality, the Client 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 the loss caused by the breach.

## **FINANCIAL PROVISIONS**

### **Article 9 Prices**

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

### **Article 10 Invoicing and payment**

- 10.1 The Contractor will invoice the Client 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 Client, stating the date and number of the Contract and other details requested by the Client.
- 10.2 The Contractor will submit the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Client.
- 10.3 The right to payment arises after Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Contractor will invoice within 30 days of Delivery of the Works. The Client will pay the prices for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Client has the right to offset invoice amounts owed against amounts that the Contractor owes the Client.
- 10.4 The Client will withdraw a retention payment of 35% from the Contract's total value. The retention payment will be released to the Contractor at the end of the retention period as specified by the Client from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Client does not entail any recognition that the Works complies 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 before payment.

### **Article 11 Advance**

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Client should make one or more payments prior to the Delivery of the Works, it may require the Contractor to issue the Client with a bank guarantee prior to making the payment(s) in question, to the value of the payment(s) in question. The Client is not required to pay any of the cost of the guarantee.
- 11.2 The maximum amount to be advanced will be 50% of the Contract works amount and the advance payment will be recovered over the next two milestone payments.

## **NON-PERFORMANCE AND DISSOLUTION**

### **Article 12. Penalty**

- 12.1 If the Works has not been delivered within the time limit agreed, the Contractor will owe the Client an immediately payable penalty of 0.1% of the price of the Works in question 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 Works in question.
- 12.2 The penalty is payable to the Client without prejudice to all its other rights or claims, including:
- a. its right to demand that the Contractor fulfils 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 Client, 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 does not comply with the guarantees referred to in article 4, the Client 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 Client, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Client has the right, without prior recourse to the Courts, to choose between:
- a. replacement of the Contractor or repair of the Works by a third party at the Contractor's expense;
  - b. replacement of the Contractor or return of the Works in question 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 Client 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 Client against any third-party claims for damages resulting from a failure as referred to in paragraph (14.1).

## **Article 15 Force Majeure**

15.1 In the event of temporary force majeure, the Contractor will immediately notify the Client in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Client 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 Client 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;

or

b. dissolution of the Contract with immediate effect out of court, 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 Client and the Client 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 Client has the right to dissolve the Contract in accordance with the provisions of article 15.

16.3 The Client may dissolve the Contract with immediate effect out of court by mail or courier, 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 Client with clear, adequate Documentation, drawn up in English, on the characteristics and functionalities of the Works.
- 18.2 The Client has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Client 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 Bribery and conflicts of interest**

- 20.1 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.
- 20.2 If it transpires that one of the Client'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 Client was not informed of this prior to the signing of the Contract, the Client 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 21 Invalidity**

If one or more provisions of these General Conditions of Contract 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 purpose of these General Conditions for the execution of Works or the Contract.

### **Article 22 Follow-up order**

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

### **Article 23 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), dissolution (article 16), documentation (article 18), and disputes and applicable law (article 24).

### **Article 24 Disputes and applicable law**

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

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

### **Article 25 Final provisions**

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

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

**PART II: SPECIAL CONDITIONS OF CONTRACT**

CONDITION	Clause Reference	DATA
<p><b>1. Definitions (GCC Clause 1.5)</b></p>	<p>1.5</p>	<p><b>a. THE CLIENT IS:</b></p> <p>National Hosting Authority  P.O.BOX 2443  Honiara, Solomon Islands</p> <p><b>b. THE CONTRACTOR IS:</b></p> <p>Azimuth Surveys Ltd  P.O. Box 595  Honiara, Solomon Islands  Tel: (+677) 23039</p> <p><b>c. THE LOCATION SITE IS:</b></p> <p>DC Park, Henderson, Guadalcanal Province</p>
	<p>1.12</p>	<p><b>THE PROJECT MANAGER IS:</b></p> <p>Soleana Gagahe  Project Manager  Project Management Unit</p>
	<p>1.13</p>	<p><b>THE CONTRACT ADMINISTRATOR IS:</b></p> <p>Peter Himane  Contract Manager  Project Management Unit</p>
<p><b>3. Delivery (GCC Clause 3)</b></p>	<p>3.3</p>	<p>The Works shall be completed within <u>36 days</u> from the Contract Commencement Date.</p> <p><b>Note:</b> <i>For the purpose of this Contract, a six day working week is assumed. Therefore, the Works shall be completed within six weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties of the Contract.</i></p>

4. Guarantee (GCC Clause 4)	4.5	<p>The Defects Liability Period shall be 3 months from completion of UXO Works on the sites specified in the Contract Agreement [Clauses 3 &amp; 7] until excavation &amp; sub-surface works have been completed for the Access Road &amp; Boat Storage Facility Projects, for quality of workmanship, from the date of acceptance of the Works.</p> <p>The Contractor shall, in addition, comply with the performance as specified in the Contract.</p> <p>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 to any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense.</p>
	4.6	<p>This contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Client, in lieu of a Performance Security</p>
5. Inspection (GCC Clause 5)	5.1	<p>Inspection and tests by the Employer or 3<sup>rd</sup> Party in name of the Client 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 undertaken at all times during the Execution of the Works. There is no need for the Client or their representative to announce their inspection beforehand.</p>
6. Contacts (GCC Clause 6)	6.1	<p>The Client's authorized representative for this Contract is:</p> <p>Eldon Tapa Executive Director Project Management Unit Email: <a href="mailto:ETepa@sol2023.com.sb">ETepa@sol2023.com.sb</a></p> <p>The Contractor's Authorized Representative is: Alfred Soaki Mhuburu Terrace Honiara, Solomon Islands Email: <a href="mailto:azimuthsurveys@gmail.com">azimuthsurveys@gmail.com</a></p>
8. Invoicing and Payment (GCC Clause 10)	10.1	<p>Payment for the Works supplied shall be made in SBD, as follows;</p> <p><i>i. Invoice: Invoices submitted by the Contractor shall be addressed to the designated Project Manager and delivered upon completion of milestones specified in Section IV Payment Schedule – of the Contract.</i></p>

	10.6	ii. 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: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>9. Prices (GCC Clause 9)</b>	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 Client provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Client to be necessary and the price quoted is reasonable.
<b>10. Payment (GCC Clause 10)</b>	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 Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard, will authorize payment of the Contractor's claim. If there is a difference between the assessed works completed and the claim amount the Contractor is to adjust the claim to match the value of the completed works. Progressive payments are stated in the Payment Schedule as in Section III.
	10.4	It is understood that there is no insurance cover for all UXO firms in the country. The Contractor however is responsible for all safety measures on site during the duration of this Contract. Any accidents or incidents sustained during the execution of these Works will be the sole responsibility of the Contractor and not the Client. To ensure proper scanning and extraction of all UXO materials, the Client will withhold 35% as retention until all excavation and subsurface works have been completed and the site confirmed to be fully clear.
	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: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>11. Advance Payment (GCC Clause 11)</b>	11.1	Payment for the Works supplied shall be made in SBD, as follows;  <i>Advance Payment: No advance payment shall be made as required in the contract.</i>  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 works is ready to commence.

<b>12. Penalty (Liquidated Damages (GCC Clause 12))</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.
<b>14. Contractors Liability (GCC Clause 14.1)</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractor's liability is twice the Contract value as stated in the formal contract between Client and Contractor.

### PART III: PAYMENT SCHEDULE

*This payment schedule is part of the Contract and is crucial part of which Contractor shall be remunerated. This schedule is made reference to the Contractor's performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes Contractor's work schedule where it shall be revised to compromise with this schedule.*

CONTRACT VALUE			SBD\$ 367,320.00
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	PAYABLE AMOUNT
Payment No.1	Mobilization (50%) shall be made prior to commencement of works and services, after the project has mobilized and materials have been delivered to site.	\$ 183,660.00	\$ 183,660.00
Payment No. 2	15% payment shall be made upon completion of all works and UXO Clearance Report and UXO Clearance Certificate to PMU/NHA	\$ 55,098.00	\$ 55,098.00
Payment No. 3	Retention (35%) payment shall be paid upon completion of all excavation and subsurface works and the Defects Liability Period is over, and site is confirmed to be fully clear of UXOs	\$ 128,562.00	\$ 128,562.00
<b>TOTAL</b>		<b>\$ 367,320.00</b>	<b>\$ 367,320.00</b>

**PART IV: ANNEXURES TO THE CONTRACT**

**ANNEX A: TENDER FORM**

# A: TENDER FORMS

Note: The tenderer shall complete and sign this form and submit with their tenders. Failure to sign and submit this form shall result in the rejection of the tender.

31 JANUARY 2022

To: **NATIONAL HOSTING AUTHORITY**

Having examined the Tender Documents, including addenda, we offer to execute the **TENDER NO: GTB-01/22 REQUEST FOR PROPOSAL UXO CLEARANCE FOR DC MARINE PARK** in accordance with the GCC accompanying this Tender for the Contract for the contract price of **THREE HUNDRED AND SIXTY-SEVEN THOUSAND THREE HUNDRED AND TWENTY DOLLARS (\$367,320.00)**.

The advance payment requested is: *NOT APPLICABLE*

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity as specified in the ITT.

We, including any subcontractors or Contractors for any part of the Contract, have nationalities from eligible countries in accordance with ITT Clause 1.4;


We have no conflict of interest in accordance with ITT Clause 1.5;

Our firm, its affiliates or subsidiaries—including any subcontractors or Contractors for any part of the contract—has not been declared ineligible by SIG, or under the SIG's country laws or official regulations, in accordance with ITT Sub-Clauses 1.4

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	NONE	NONE
_____	NONE	NONE

(if none, state "none")

Authorised Signature: 

Name and Title of Signatory: **ALFRED SOAKI DIRECTOR**

Name of Tenderer: **AZIMUTH SURVEYS LTD**

Address: **LOT 936/III/H MBUMBURU TERRACE PO BOX 595 HONIARA SOLOMON ISLANDS**

**ANNEX B: TENDER SECURING DECLARATION**

## B: TENDER-SECURING DECLARATION


[The Tenderer shall replicate and fill in this form in accordance with the instructions indicated in brackets.]

Date: 31 JANUARY 2022

**TENDER NO: GTB-01/22 REQUEST FOR PROPOSAL UXO CLEARANCE FOR DC MARINE PARK**

**To: NATIONAL HOSTING AUTHORITY**

1. We understand that, according to your conditions, tenders must be supported by a tender-securing declaration.
2. We accept that we shall be suspended from being eligible for tendering in any contract with the Purchaser for the period of 3 months starting on 1<sup>st</sup> FEBRUARY 2022 if we are in breach of our obligation(s) under the tender conditions, because we:
  - (a) Have withdrawn our Tender during the period of tender validity specified by us in the Tender Submission Sheet; or
  - (b) Do not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the Tender Documents; or
  - (c) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this tender securing shall expire if we are not the successful tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the tenderer was unsuccessful; or (ii) twenty-eight days after the expiration of our tender.
4. We understand that if we are a JV, the Tender Securing Declaration must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....  ..... of authorised representative] In the Capacity of Director

Name : ALFRED SOAKI

Duly authorised to sign the tender for and on behalf of AZIMUTH SURVEYS LTD

Dated on 31 JANUARY 2022

**ANNEX C: CONTRACTOR'S PRICED SCHEDULE**

## PRICE RATES SCHEDULE

*In response to Request for quotation, bidder shall fill and submit their quotes with this form. Bidders shall submit quotes with breakdown of costs before fill in the table below.*

We hereby Submit our Quotes for the works specified as in the RFQ for DC Marine Park as stated in the table below. All costing shall include labour, logistics and tax.

Description	Rates/Unit Price	Quantities	Total
<b>Provision for Safety &amp; Hazard Management practice for duration of Job.</b> <ul style="list-style-type: none"> <li>• Safety attire on-site.</li> <li>• Ensure Safe &amp; Accident Preventive work method for all on-site activities.</li> <li>• Conduct on-site 'Safety &amp; Hazard' training/giudance for all operators.</li> <li>• Insurances-Workers' compensation</li> </ul>	LS	1	\$3,600.00
<b>Provision for Compilation/Submission of.</b> <ul style="list-style-type: none"> <li>• Daily Accomplishment Reports [DAR].</li> <li>• Job Completion Reports [JCR].</li> </ul>	LS	1	\$11,280.00
<b>Provision for (excl. any &amp; all heavy plant &amp; t/trucks);</b> <ul style="list-style-type: none"> <li>• Mobilization</li> <li>• De-mobilization</li> </ul>	LS	1	\$4,800.00
<b>Provision for Maintenance of Site Establishment throughout duration of Job. Vehicle hiring (1No. vehicle)</b> Maintenance of staff on-sit	LS	1	\$27,000.00
<b>Charge for use of Specialized Equipment.</b> <ul style="list-style-type: none"> <li>• Scan Machines</li> <li>• GPS and others</li> <li>• Other required machines &amp; Equipment</li> </ul>	LS	1	\$102,000.00
<b>Charge for use of excavator for;</b> <ul style="list-style-type: none"> <li>• Excavation of suspect spots</li> </ul>	LS	1	\$48,000.00

<ul style="list-style-type: none"> <li>• Extraction/Loading spoils onto trucks for disposal</li> <li>• Charge for use of dump-truck</li> <li>• Haulage of spoils to approved designated holding/disposal site(s).</li> </ul>			
<b>Vegetation Removal</b> <ul style="list-style-type: none"> <li>• Removal &amp; disposal of sporadic clusters of light vegetation within area ear marked for UXO QC&amp;A Survey Work</li> </ul>	<b>LS</b>	<b>1</b>	<b>\$6,000.00</b>
Demolition of trees-allow for demolition of trees on site prior to UXO scan and clearance.	<b>LS</b>	<b>1</b>	<b>\$48,000.00</b>
<b>Non-Technical Survey, Technical Survey, plus Planned Systematic Search &amp; Controlled QC&amp;A over pre-cleared area at the proposed Site.</b> <ul style="list-style-type: none"> <li>• Visual inspection, Surface and Sub-surface scanning using Magnex 120-L2 Magnetometer perimeter.</li> <li>• Quality Check &amp; Assurance surveys.</li> <li>• Liaison with RSIP Bomb Disposal Unit.</li> <li>• Issuing of Clearance Certificate to Client.</li> <li>• Data Entry of completed UXO Clearance for SIG war zone Records.</li> </ul>	<b>LS</b>	<b>1</b>	<b>\$116,640.00</b>
<b>Total Bid</b>			<b>\$367,320.00</b>

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UXO Works - DC Marine Park					
Item No	Description of Work	Unit	Quantity	Rate	Amount
<b>1 Safety &amp; Hazard Management Practice</b>					
1.1	Safety Attire on site	Each	1	\$ 1,000.00	\$ 1,000.00
1.2	Safe & Accident Preventive work Method	Each	1	\$ 1,000.00	\$ 1,000.00
1.3	Safety & Hazard Training/Guidance	Each	1	\$ 1,000.00	\$ 1,000.00
1.4	Insurances - Workers compensation	Each	1	\$ -	\$ -
	Sub-total				\$ 3,000.00
<b>2 Compilation/Submission of Reports</b>					
2.1	Daily Accomplishment Reports (DAR)	Days	15	\$ 200.00	\$ 3,000.00
2.2	Job Completion Reports (JCR)	Days	4	\$ 1,600.00	\$ 6,400.00
	Sub-total		19		\$ 9,400.00
<b>3 Mobilisation/Demobilisation</b>					
3.1	Mobilisation	Each	1	\$ 1,000.00	\$ 1,000.00
3.2	Demobilisation	Each	1	\$ 1,000.00	\$ 1,000.00
3.2	Materials	Each	1	\$ 2,000.00	\$ 2,000.00
	Sub-total		2		\$ 4,000.00
<b>4 Maintenance of Site Establishment</b>					
4.1	Transport	Days	15	\$ 1,000.00	\$ 15,000.00
4.2	Meals	Days	15	\$ 500.00	\$ 7,500.00
	Sub-total				\$ 22,500.00
<b>5 Specialised Equipment Hire</b>					
5.1	Scan machines	Days	15	\$ 3,500.00	\$ 52,500.00
5.2	GPS	Days	10	\$ 500.00	\$ 5,000.00
5.3	Boat	Days	5	\$ 2,000.00	\$ 10,000.00
5.4	Underwater scanner	Days	5	\$ 3,500.00	\$ 17,500.00
	Sub-total		15		\$ 85,000.00
<b>6 Excavator Hire</b>					
6.1	Excavation of suspect spots	Days	2	\$ 5,000.00	\$ 10,000.00
6.2	Extract loading spoils	Days	2	\$ 5,000.00	\$ 10,000.00
6.3	Dump truck hire	Days	2	\$ 5,000.00	\$ 10,000.00
6.4	Haulage	Days	2	\$ 5,000.00	\$ 10,000.00
	Sub-total		0		\$ 40,000.00
<b>7 Vegetation Removal</b>					
7.1	Removal and disposal of sporadic cluster	Days	5	\$ 1,000.00	\$ 5,000.00
	Sub-total		5		\$ 5,000.00
<b>8 Demolition of Trees</b>					
8.1	Demolition of trees	Each	50	\$ 800.00	\$ 40,000.00
	Sub-total		0		\$ 40,000.00
<b>9 Non Technical and Technical Survey</b>					
9.1	Visual insection	Days	15	\$ 6,000.00	\$ 90,000.00

AZIMUTH SURVEYS

9.2	Quality check & assurance	Days	2	\$ 2,500.00	\$ 5,000.00
9.3	Liaison with RSIP EOD	Each	1	\$ 400.00	\$ 400.00
9.4	Issuing Clearance certificate	Days	1	\$ 1,600.00	\$ 1,600.00
9.5	Data entry for SIG war zone records	Each	1	\$ 200.00	\$ 200.00
	Sub-total				\$ 97,200.00
	<b>Total</b>	<b>Days</b>		<b>SBD</b>	<b>\$ 306,100.00</b>

TAX \$ 61,220.00  
GRAND TOTAL \$ 367,320.00

**ANNEX D: PROJECT REQUIREMENTS: TECHNICAL SPECIFICATIONS & GUIDELINES**



**PROJECT MANAGEMENT UNIT  
GAMES FACILITIES COMMITTEE**

**SELECTIVE TENDER PROCESS**

**REQUEST FOR PROPOSAL**

**FOR**

**UXO CLEARANCE FOR DC MARINE PARK**

**TENDER NO: GTB-01/22**

**January 2022**

## LETTER OF INVITATION

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The National Hosting Authority (NHA), hereinafter called the "Purchaser", invites sealed tenders from eligible and qualified tenderers for **UXO Clearance for Marine Park, as specified in the request for Proposal (RFP) documents.**

The Scope of the work shall include, but not limited to Site clearance and Construction of Bridge at NHA Site at Burns creek as shown in the drawings and concept designs attached.

A full description of the Specifications and Works Requirement is included in the tender documents as scope of works and specifications required thereof.

**Site visit shall be conducted on site on the 31<sup>st</sup> January 2022 at 2pm.**

Selected and Identified bidders hereby submit their bids with copy of company profile.

**Submission of bids shall be on the 1<sup>st</sup> February 2022 before or at 2pm.**

All bids shall be submitted in an enclosed envelopes and addressed to.

**Chairman  
Games Tender Board  
National Hosting authority**

*Address for submission of bids shall be at.*

Sea King Building  
Honiara City Council Area  
Honiara

The General Tender Board (GTB) reserves the right to accept or reject any or all of the tenders.

Sincerely

Eldon Tapa  
Executive Director  
Project Management Unit

## **SECTION I: INSTRUCTIONS FOR BID WAIVER**

### **1. Scope**

This bid waiver document is for the **UXO clearance for DC Marine Park-Alligator Creek-Guadalcanal-Solomon Islands.**

All tender requirements are hereby waived only to consider selected and already existing civil and construction companies. The companies required to submit their costings are those companies who have been.

The following civil and construction bidders are determined pre-qualified and hereby request bid costs from them.

### **2. Requests for Clarification**

Any request for clarification must be received by the Purchaser in writing, at least **3 days** before the deadline for submission of costings.

If the Purchaser, either on its own initiative or in response to a request from a Tenderer, provides additional information on the tender document, such information will be sent in writing to all Tenderers who have obtained the Invitation to Tender.

### **3. Preliminary Programme**

The Tenderer shall submit with his tender a preliminary programme in a bar chart or Gantt chart form, which clearly indicates the intended approach to the Works within the duration for Practical Completion.

It will be expected that the programme required by the Contract shall not deviate substantially from this programme. The preliminary programme shall be based upon 5½ days per working week.

### **4. Design and Drawings**

Bidders are required to make designs and drawings for the purpose of construction, where the designs mismatch the Bills of quantities, the designs prevail and shall be used to change course if necessary.

### **5. Bill of Quantities**

The Tenderer shall assess and make costings and make Tender Submission.

### **6. Equipment Schedule**

The Tenderer shall provide an itemised Schedule with the tender for the various items of equipment to be used on the project, indicating whether it is owned or to be hired.

### **7. Examination of Site**

The Tenderer shall be deemed to have examined the site and surroundings and satisfied himself as to the limits of size accessibility, existing services, etc. and to any associated preliminary work required and to the nature and extent of the Works to be carried out under this Contract.

#### **8. Tenderer's Competence and Finance**

The Tenderer may be called upon to submit further evidence in regard to their competence and financial ability to satisfactorily complete the Works within the specified completion time.

#### **9. Construction Personnel**

The Tenderer shall submit to the Project Manager, the Tenderer's proposed Senior Personnel and Subcontractor(s) if included in the tender for the Project together with full curriculum vitae for approval by the Project Manager, which approval shall not be unreasonably withheld.

If the Tenderer wishes to change or amend construction personnel the Tenderer shall seek approval for the change or amendment from the Project Manager in writing, approval for which shall not be withheld unreasonably.

#### **10. Format and Signature of Tender**

The Tenderer shall prepare one original (marked "ORIGINAL") and two copies (marked "COPY") of its tender. Shall properly sign all documents

#### **11. Tender Pricing**

Tenderer will be deemed to have satisfied themselves, before submitting their tender, as to its correctness and completeness and to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in the rates and prices.

#### **12. Deadline for Submission of Tenders**

Tenders shall be delivered to on the date, time and place indicated in the letter of expression of interest in section 1

#### **13. Evaluation and award of contract**

In evaluating the tenders, the Evaluation Committee shall determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

- (a) making any correction for errors
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule/Bill of Quantities, but including Day work, were priced competitively.
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted
- (d) Making appropriate adjustments to reflect discounts or other price modifications offered

Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in unsolicited benefits for the Purchaser shall not be taken into account in Tender Evaluation.

## **SECTION II: SELECTION AND QUALIFICATION CRITERIA**

*Tenders shall be evaluated based on the following criteria and those specified in the Post qualification information in section IV.*

Tender received will be initially examined for completeness and to determine their responsiveness to the tender documents and the eligibility criteria defined in clauses 3 of the Instructions to Tenderers.

Tenders that are determined responsive shall undergo a detailed examination to determine compliance with the following criteria:

- (a) An average volume of similar work of equivalent price of lot or lots tendered in the last 3 years.
- (b) experience as prime contractor in the construction of at least one successfully completed works of a nature and complexity like the Works in the last three to five years.
- (c) able to provide or acquire (by own, lease, hire, etc.) the essential equipment required to complete the repairs and maintenance.
- (d) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 20 per cent (%) of the price of the lot or lots tendered.
- (e) Has no record of poor or failure of contract performance on any of its previous contracts with a private client or SIG.
- (f) Works Program in Gantt Chart Format showing work breakdown and linkages
- (g) Priced Bill of Quantities and Pricing Schedule

If a tenderer has been determined as **lowest evaluated and responsive** for more than one lot, a further evaluation will be performed to assess their capacity to meet the aggregated requirement regarding:

- (a) Construction experience,
- (b) Financial capacity,
- (c) Equipment capacity, and
- (d) Required information and supporting documentation shall be provided by the tenderer as detailed in Section VIII and IX of these tender documents.

## SECTION III: TENDER SUBMISSION FORMS

### A: TENDER FORMS

*Note: The tenderer shall complete and sign this form and submit with their tenders. Failure to sign and submit this form shall result in the rejection of the tender.*

[date]

To: [name and address of Purchaser]

Having examined the Tender Documents, including addenda [insert list], we offer to execute the [name and identification number of Contract] in accordance with the GCC accompanying this Tender for the Contract.

This Tender is for preferred contractors (labour-based) arrangement for renovation and upgrade of school buildings at selected schools in Honiara for game villages for SPG 2023.

The advance payment requested is: [ 10/20/...as per the Special Conditions]]

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity as specified in the ITT.

We, including any subcontractors or Contractors for any part of the Contract, have nationalities from eligible countries in accordance with ITT Clause 1.4;

We have no conflict of interest in accordance with ITT Clause 1.5;

Our firm, its affiliates or subsidiaries—including any subcontractors or Contractors for any part of the contract—has not been declared ineligible by SIG, or under the SIG's country laws or official regulations, in accordance with ITT Sub-Clauses 1.4

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Authorised Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

## B: TENDER-SECURING DECLARATION

*[The Tenderer shall replicate and fill in this form in accordance with the instructions indicated in brackets.]*

Date: <INSERT DATE>

Contract Identification N<sup>o</sup>: <insert>  
Invitation for Tender No.: [insert number]

To: <insert>

1. We understand that, according to your conditions, tenders must be supported by a tender-securing declaration.
2. We accept that we shall be suspended from being eligible for tendering in any contract with the Purchaser for the period of 3 months starting on 16<sup>th</sup>/9/21 if we are in breach of our obligation(s) under the tender conditions, because we:
  - (a) Have withdrawn our Tender during the period of tender validity specified by us in the Tender Submission Sheet; or
  - (b) Do not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the Tender Documents; or
  - (c) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this tender securing shall expire if we are not the successful tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the tenderer was unsuccessful; or (ii) twenty-eight days after the expiration of our tender.
4. We understand that if we are a JV, the Tender Securing Declaration must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed..... *of authorised representative*] In the Capacity of *Director*

Name : <insert>

Duly authorised to sign the tender for and on behalf of <insert >

Dated on <insert>

## SECTION IV: CONTRACTING FORMS

### ANNEX I-CONTRACT SAMPLE FORMS

1. The Government of the Solomon Islands, which has its seat in Honiara, represented by the National Hosting Authority, legally represented in this matter by <insert name>, hereinafter referred to as the Purchaser,

And

2. [*contractor's name*], which has its registered office in ..., legally represented in this matter by ..... [*and ...*] [*signatory's name*], hereinafter referred to as the Contractor, and have agreed as follows:  
[General description of the Works, including quantities], in .....lot(s)

Repair and upgrade of flood effected schools.

The price of the execution of Works is confirmed in the Tender and Price Schedule as part of your Tender. dated [.....]

The total Price shall be .....SBD (*in words and figures*). The agreed price for the execution of the Works is fixed for the duration of the Contract.

The place where the Works have to be executed shall be [address of the site].

The time limits for execution of the Works shall be max [.....] days/date and shall be on the basis turn-key.

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.

Please send your invoice(s) to the Purchaser, [*Full invoice address of the Purchaser*], quoting the above-mentioned Contract number [.....].

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

This Contract is made up of the following documents, in order of precedence:

- this Contract Letter;
- the Special Conditions;
- the General Conditions of Contract;
- Contractors Form of Tender
- the Technical Offer [including clarifications from the Tenderer provided during tender evaluation];
- the Specifications and Performance Requirements
- the Invitation for Tenders

The various documents making up this 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.

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].

Yours faithfully,

For the Purchaser

For the Contractor

**Name:**

**Name:**

**Title:**

**Title:**

**Signature:**

**Signature:**

**Date:**

**Date:**

Countersigning by Ministry of Finance and  
Treasury:

**Name:**

**Title:**

**Signature:**

**Date:**

## ANNEX II: GENERAL CONDITIONS OF CONTRACT

### I DEFINITIONS

The following terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are written with initial capitals and 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~~ \_\_\_\_\_
- 1.10 **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 his Contract
- 1.12 The **Project Manager** is the person **named in the 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 and 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.

## **II 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 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 considered to be 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 on the basis of 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 National 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 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 a 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.

### **III 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 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.

## **IV 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 manner in which 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 prices. 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. If the Purchaser fails without good reason to pay Contractor's invoice within this period, it will be liable to pay the Contractor interest at the Lending Rate of the Central Bank of the Solomon Islands applicable on the date that payment was due. The Contractor is not entitled to the payment of interest unless the invoice in question satisfies the provisions of paragraph 1, 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. At the Acceptance of the Works, 50% of the accumulated retention payments will be released to the Contractor and the remaining retention payment will be released after satisfactory performance during the Defects Liability Period.
- 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 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.

## **V NON-PERFORMANCE AND DISSOLUTION**

### **Article 12. Penalty**

- 12.1 If the Works has 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 Works in question 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 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 1, the Purchaser has the right, without prior recourse to the Courts, to choose between:
- a. replacement the Contractor or replace/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
  - b. replace 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 1 and 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 out of court, without being obliged to pay compensation or any costs to the Contractor;
  - Or
  - b. Dissolution of the Contract with immediate effect out of court, 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.

**VI 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 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 3<sup>rd</sup> party liability, Workmen’s Compensation, as identified in the SCC.
- 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 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**

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 laws 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.

## ANNEX 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
<b>1. Definitions</b>	1.5	<p>a. The Purchaser is:</p> <p>Address:</p> <p>b. The Contractor:.....</p> <p>.....</p> <p style="text-align: center;"><i>[Name and Address of Contractor]</i></p> <p>c. The Location site is:</p>
	1.12	The Project Manager is:
<b>3. Delivery of the Works</b>	3.1	The repair and upgrade works shall be completed within 60 calendar days of the commencement of the Contract.
<b>4. Guarantee</b>	4.5	<p>The Defects Liability Period shall be 6 months, for quality of workmanship, from the date of acceptance of the Works.</p> <p>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:</p> <p>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</p>
	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 Appendix ___ of the Contract.
<b>5. Inspection</b>	5.1	<p>Inspection and tests by the Purchaser or 3<sup>rd</sup> party in name of the Purchaser regarding the Execution of the Works and the quality levels applied to may be implemented as follows:</p> <p>The time limit for inspection and quality assurance may be undertaken at all times during the Execution of the Works. There is no need for the Purchaser or their representative to announce their inspection beforehand.</p>

<b>6. Contacts</b>	6.1	<p>The Purchaser's authorized representative for this contract is: Name and title Contact details</p> <p>The Contractor authorized representative is: Name and title Contact details</p>
<b>9. Prices</b>	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Purchaser shall not entertain Contract Price variation. The contingency allowance shall only be used to cover any unknown conditions or necessary changes in maintenance and repairs that are realized on site during the execution of the works. The contingency allowance may only be used when formally approved by the Project Manager with the authorization of the General Tender Board.
<b>10. Payment</b>	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 Project Manager is to inspect the works and if in grievance with the Contractor authorise payment of the claim. 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.
	10.6	In case payment is subject 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: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>11. Advance Payment</b>	11.1	The Advance Payment will be reclaimed from the milestone payments with a rate of 30% of of the advance payment reclaimed from each milestone payment until the entire advance payment is reclaimed. When the total Advance Payment has been reclaimed, the Purchaser will return the Advance Payment Guarantee to the Contractor.
<b>12. Penalty (Liquidated Damages)</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. <i>[Applicable as per the nature of the Works. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.]</i>
<b>14. Contractors Liability</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Purchaser and Contractor.
<b>20. Insurances</b>	20.1	<p>Contractor shall provide with their tender to following proof of insurance:</p> <p>Workmen's Compensation   As required by SI Law Third Party Liability        SBD 2,000,000 Equipment for use in Project   Replacement Value</p>

## **SECTION V: SCOPE OF WORKS**

### **INTRODUCTION:**

The NHA through Project management Unit is requiring works and services for the Assessment and UXO clearance to allow construction of facilities for Pacific Games 2023. The works require are stated as below.

**The area required for UXO clearance shall be.**

**Parcel Number: 192-004-0018-51**

**Area for Survey: 1.208 Hectare of Lot 51 of the parcel number stated above.**

**Total Square Area: 12,200 M<sup>2</sup>**

### **Methodology**

- Site Observation and note-taking
- Photos
- Measurement

### **Geography**

**Location: DC Marine Park-Henderson-Honiara Solomon Islands.**

#### **4.0.0: Scope of Works.**

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

- To mobilize and visit the identified development sites. This includes site inspection, site marking, set admin and safe parking area, required vegetation clearance and all other necessary project control measures on site to ensure all working areas are cleared at all times throughout the duration of the project.
- To clear, detect/identify and remove UXO's and other chemical munitions that has the risk and hazard from human lives.
- Escorting and disposal of UXO's and other explosive materials as per established and authorized protocols.
- To deliver the expected work output in a timely manner.
- To provide the required certification of works, and to register such certificate with relevant authorities.
- Clear the area systematically of all bigger metal objects
- Remove all Metal signals from the ground and place in a metal collection point
- Cooperate with the external QC & QA contractor.
- Report all ERW found to the RSIPF EOD team
- Report all ERW found to the External QA/QC team
- GPS & record ERW only (not metal waste)
- Do not report on empty 50 calibre brass or Bullet heads
- Prior to starting the task demonstrate the detector search depth to the QA/QC team
- Have your SOP on site at all times.
- Scan and clear front seaside for UXO and other materials.

#### **Identified trees on the sites to be remove by the UXO contractor.**

##### **Tools and Equipment**

- All other UXO survey tools and equipment to be provided by the contractor.
- Excavator when excavation works will be required.

##### **Conditions of Excavator**

The contractor is expected to include charges for excavator in their costings. However, only actual work hours must be reflected and a log sheet of the excavator to be submitted with the final invoice after completion of works.

##### **Reporting Requirements**

The contractor(s) is/are expected to send a daily report on work progress to the PMU designated officers. The daily report should highlight progress of the work, UXOs found, number of debris

and ground works removed, and any other information deemed as vital for the NHA/PMU's knowledge.

### **Resources & Equipment**

Provide description of all available equipment's under your control.

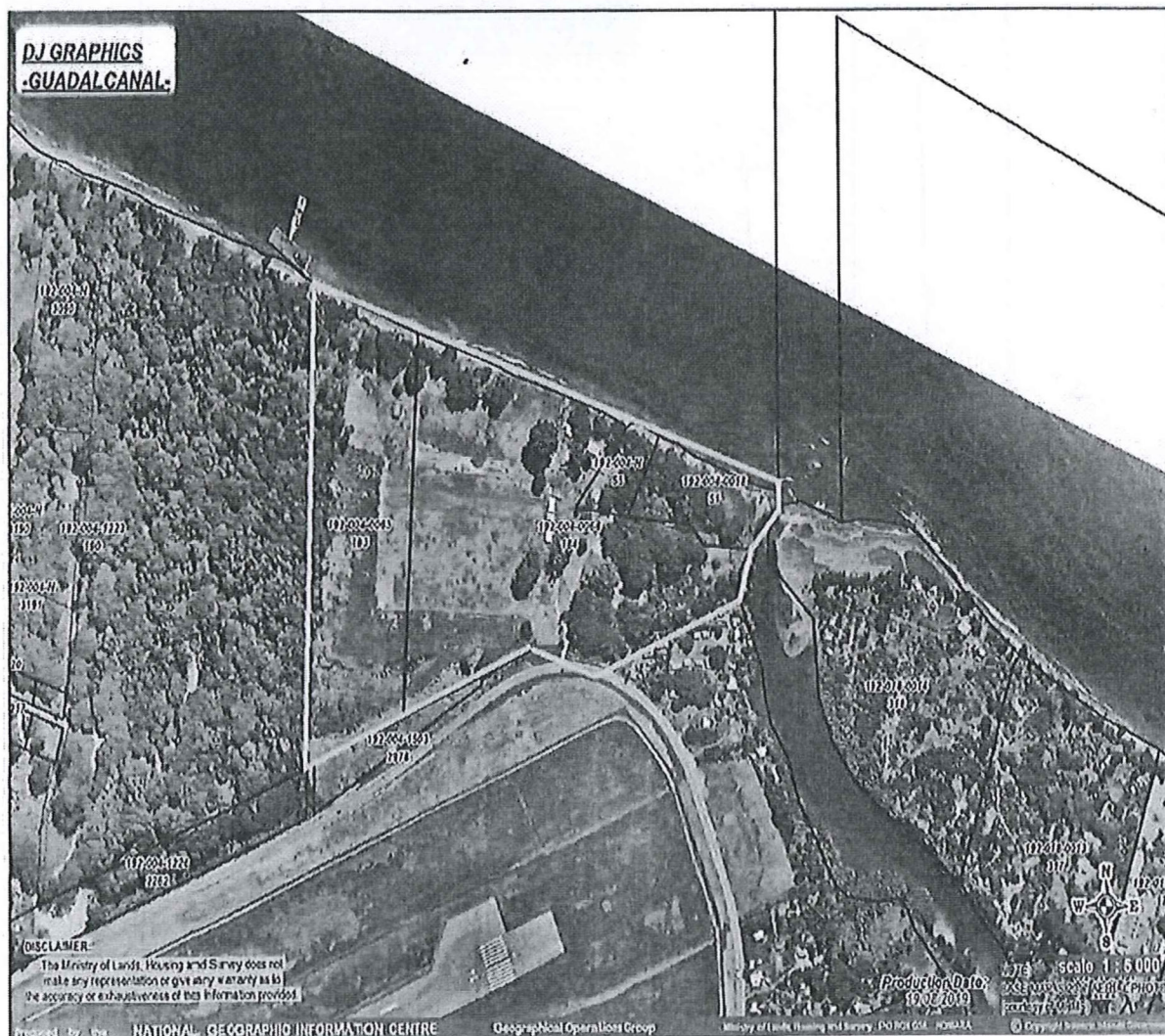
### **Skills & Experience**

Minimum requirements to meet qualifications,

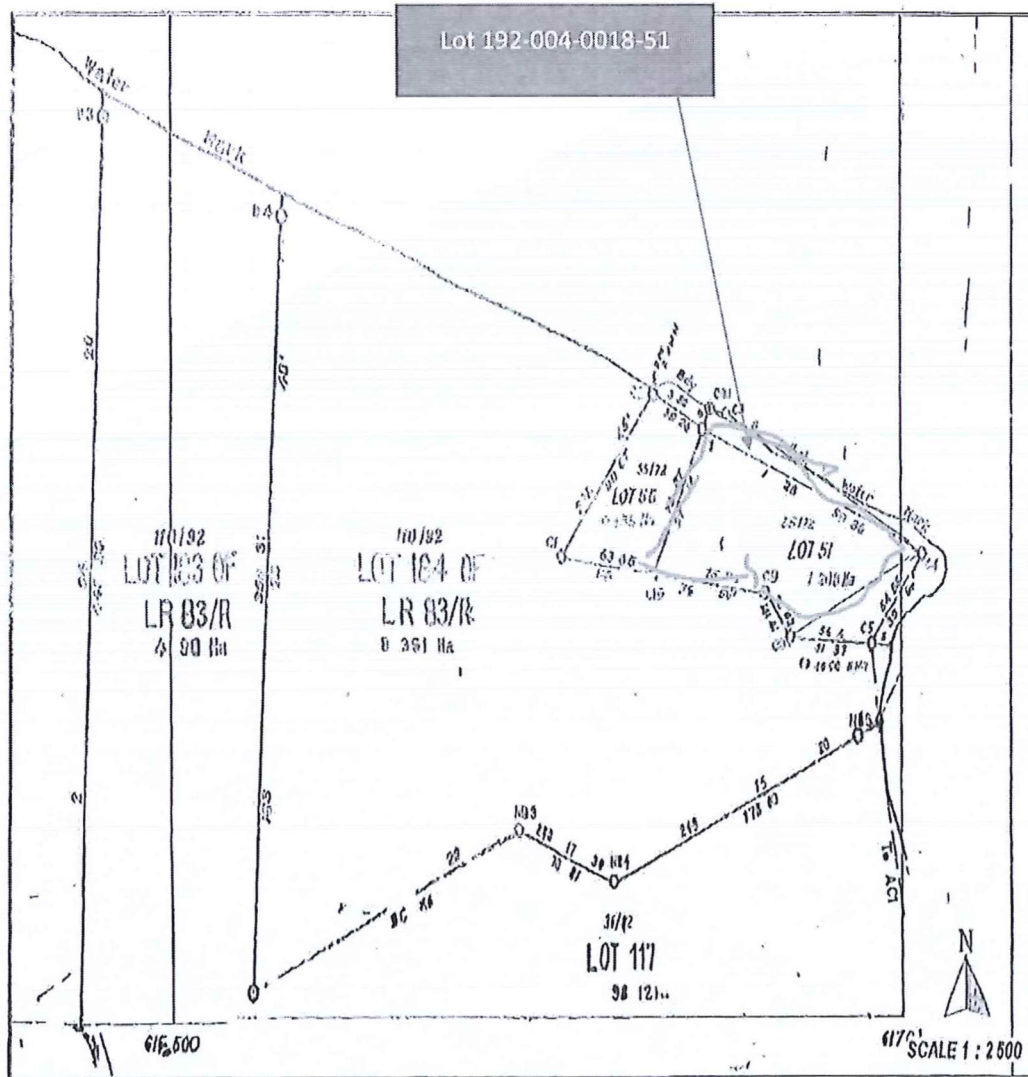
- Have professional and technical experts in the identification, removal, transportation and disposal of all WWII munitions for the past 10 – 20 years.
- Trained Explosive ordnance clearance operators with recognized qualifications in the field and at least 3-5 years relevant experience.
- TIN Number. Must be legally registered.
- Experience of company with similar work.
- Schedule of Works-Proposed schedule to complete all works by the required completion date.
- Valid liability insurance policy in place showing the limits of liability.
- Good working history with no background of non-compliance. (This will be verified with the EOD Team).

## 2.1 PROJECT SITE:

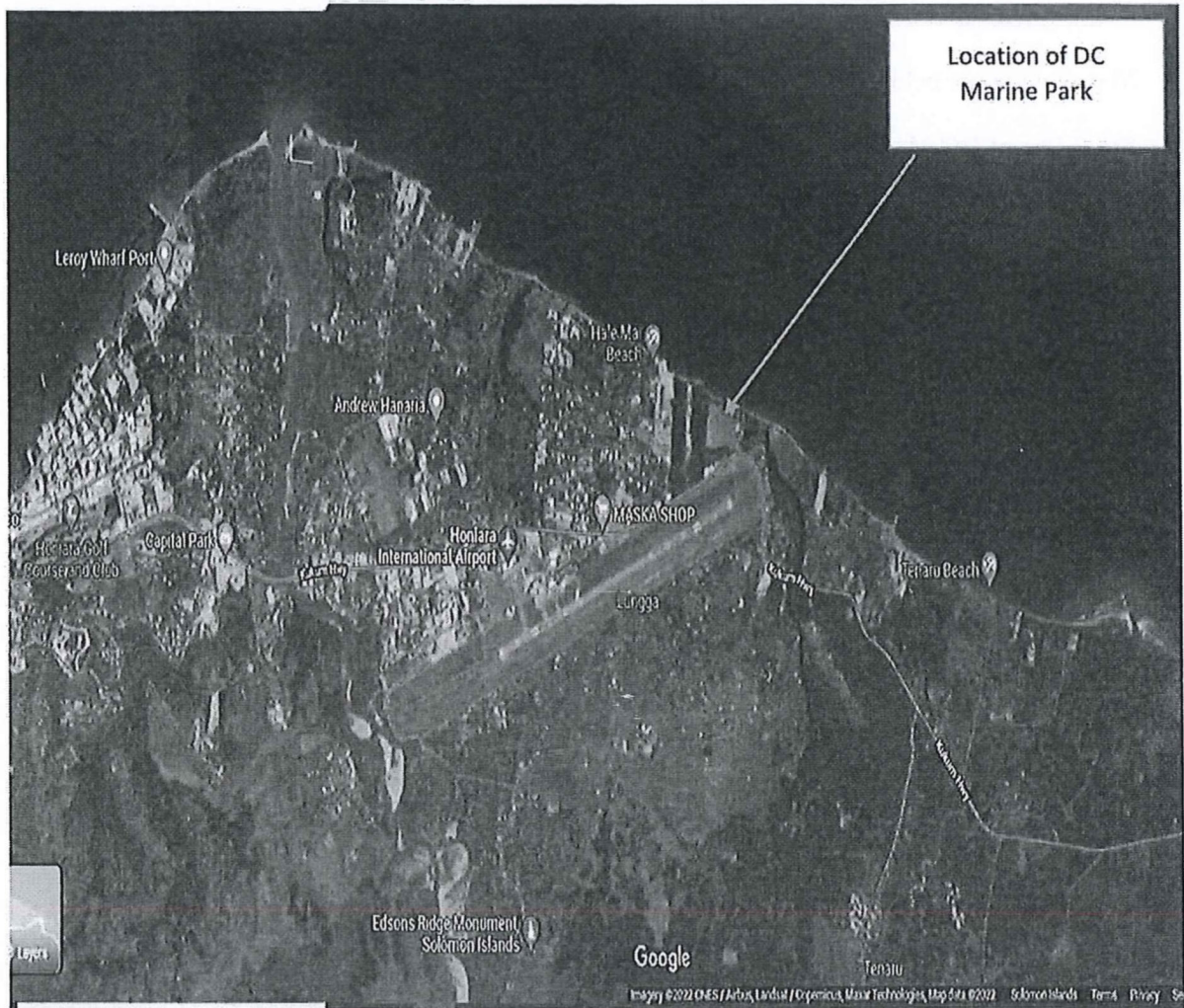
Shown is the sketch of DC Marine Park.



Land Parcel Number: 192-004-0018-51



The site shown as in photos is the DC Marine Park, contractor is required to perform works on the site identified.



**Assessment for Access Road:**

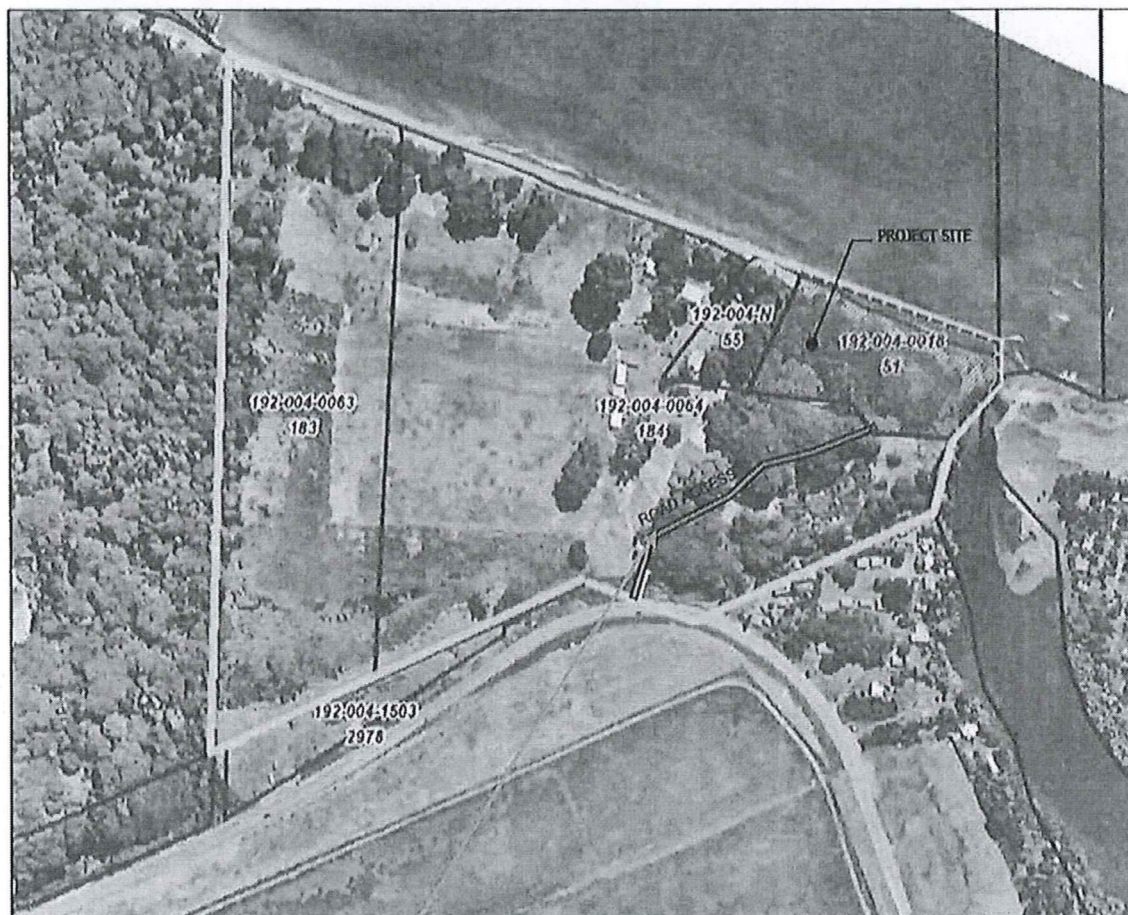
Map and picture below show map and directions of proposed access road to the site.

**Site View of DC Marine Park**

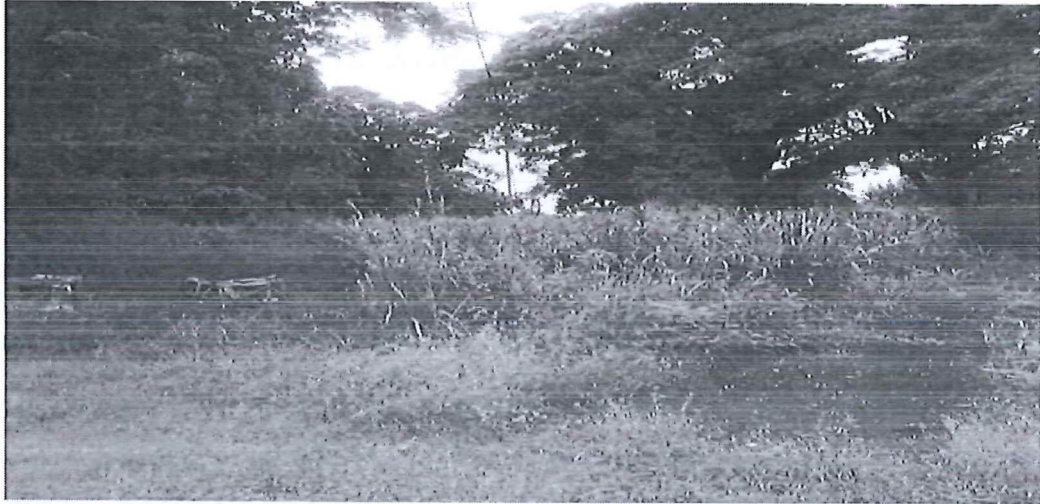


**Drawings:Annex 4**

**Drawings showing proposed access road from main Entrance to Proposed Marine Park.**



Proposed access road



**Site for UXO**



## CLEARANCE OF UXO TO HIGH WATER MARK AREA



## SECTION VI: PRICE RATES SCHEDULE

*In response to Request for quotation, bidder shall fill and submit their quotes with this form. Bidders shall submit quotes with breakdown of costs before fill in the table below.*

We hereby Submit our Quotes for the works specified as in the RFQ for DC Marine Park as stated in the table below. All costing shall include labour, logistics and tax.

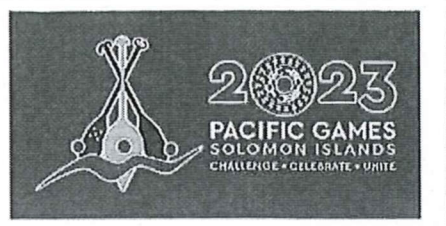
Description	Rates/Unit Price	Quantities	Total
<b>Provision for Safety &amp; Hazard Management practice for duration of Job.</b> <ul style="list-style-type: none"> <li>• Safety attire on-site.</li> <li>• Ensure Safe &amp; Accident Preventive work method for all on-site activities.</li> <li>• Conduct on-site 'Safety &amp; Hazard' training/guidance for all operators.</li> <li>• Insurances-Workers' compensation</li> </ul>	LS	1	
Provision for Compilation/Submission of. <ul style="list-style-type: none"> <li>• Daily Accomplishment Reports [DAR].</li> <li>• Job Completion Reports [JCR].</li> </ul>	LS		
Provision for (excl. any & all heavy plant & t/trucks); <ul style="list-style-type: none"> <li>• Mobilization</li> <li>• De-mobilization</li> </ul>	LS		
Provision for Maintenance of Site Establishment throughout duration of Job. Vehicle hiring (1No. vehicle) Maintenance of staff on-sit	LS		
Charge for use of Specialized Equipment. <ul style="list-style-type: none"> <li>• Scan Machines</li> <li>• GPS and others</li> <li>• Other required machines &amp; Equipment</li> </ul>	LS		
Charge for use of excavator for; <ul style="list-style-type: none"> <li>• Excavation of suspect spots</li> </ul>	LS		

<ul style="list-style-type: none"> <li>• Extraction/Loading spoils onto trucks for disposal</li> <li>• Charge for use of dump-truck</li> <li>• Haulage of spoils to approved designated holding/disposal site(s).</li> </ul>			
<b>Vegetation Removal</b> <ul style="list-style-type: none"> <li>• Removal &amp; disposal of sporadic clusters of light vegetation within area ear marked for UXO QC&amp;A Survey Work</li> </ul>	<b>LS</b>		
<b>Demolition of trees-allow for demolition of trees on site prior to UXO scan and clearance.</b>	<b>LS</b>		
<b>Non-Technical Survey, Technical Survey, plus Planned Systematic Search &amp; Controlled QC&amp;A over pre-cleared area at the proposed Site.</b> <ul style="list-style-type: none"> <li>• Visual inspection, Surface and Sub-surface scanning using Magnex 120-L2 Magnetometer perimeter.</li> <li>• Quality Check &amp; Assurance surveys.</li> <li>• Liaison with RSIP Bomb Disposal Unit.</li> <li>• Issuing of Clearance Certificate to Client.</li> <li>• Data Entry of completed UXO Clearance for SIG war zone Records.</li> </ul>	<b>LS</b>		
<b>Allow for clearance of UXO and other metals at the high-water mark, 10 meters out from the seashore along the proposed site.</b>	<b>LS</b>		
<b>Total Bid</b>			

**ANNEX E: PROJECT REQUIREMENTS: SITE LOCATION**

ANNEX F: DRAWINGS

ANNEX G: CONTRACTOR'S WORK SCHEDULE



National Hosting Authority  
2023 Pacific Games

All Architectural, Structural, Civil, Hydraulics and Landscape drawings shall remain the sole property of the owner and are not to be duplicate or copied without written permission.

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--



**PROJECT TITLE:**  
SOL2023, IF, DC PARK FACILITY

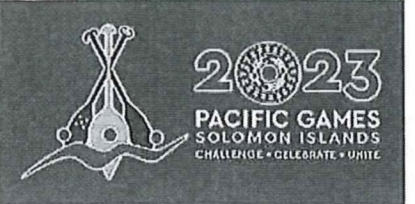
**DRAWING TITLE:**  
**SITE LAYOUT**

**CLIENT:**  
National Hosting Authority

**ISSUE STAMP:**

DRAWN.	D.P	CHECKED.	SG
APPROVED.	--	SCALE.	1:1500 @A3
PROJECT No.	--	PLOT DATE.	4/5/22
SHEET No.	--	ISSUE No.	A





National Hosting Authority  
2023 Pacific Games

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ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--

PROJECT TITLE:  
SOL2023, IF, DC PARK FACILITY

DRAWING TITLE:  
**SITE LAYOUT**

CLIENT:  
**National Hosting Authority**

ISSUE STAMP:

DRAWN.	D.P	CHECKED.	SG
APPROVED.	--	SCALE.	1:1500 @A3
PROJECT No.	--	PLOT DATE.	4/5/22
SHEET No.	--	ISSUE No.	A

**SITE LOCATION**  
PLAN SCALE 1:1500



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2023 Pacific Games

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ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--

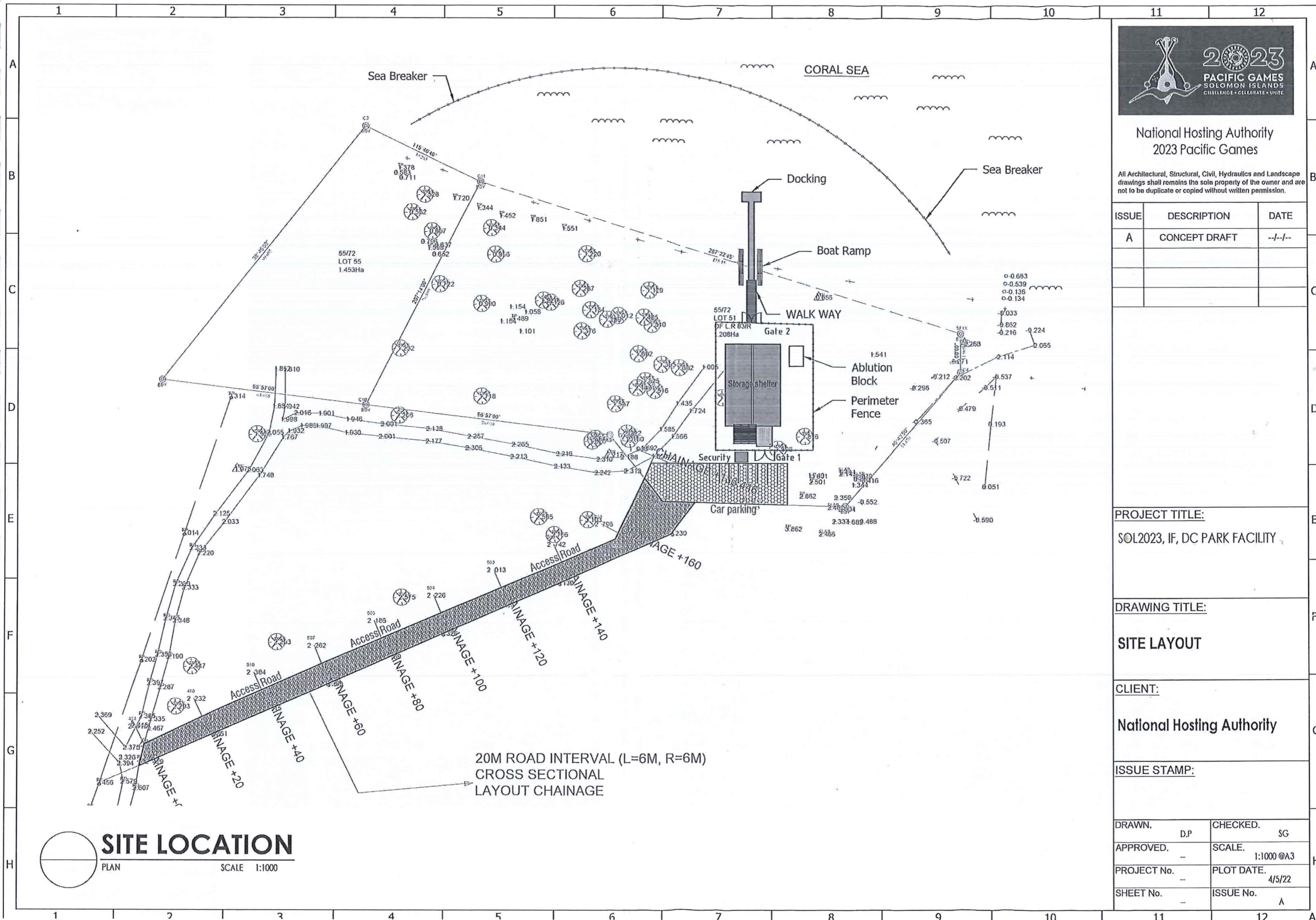
PROJECT TITLE:  
SOL2023, IF, DC PARK FACILITY

DRAWING TITLE:  
SITE LAYOUT

CLIENT:  
National Hosting Authority

ISSUE STAMP:

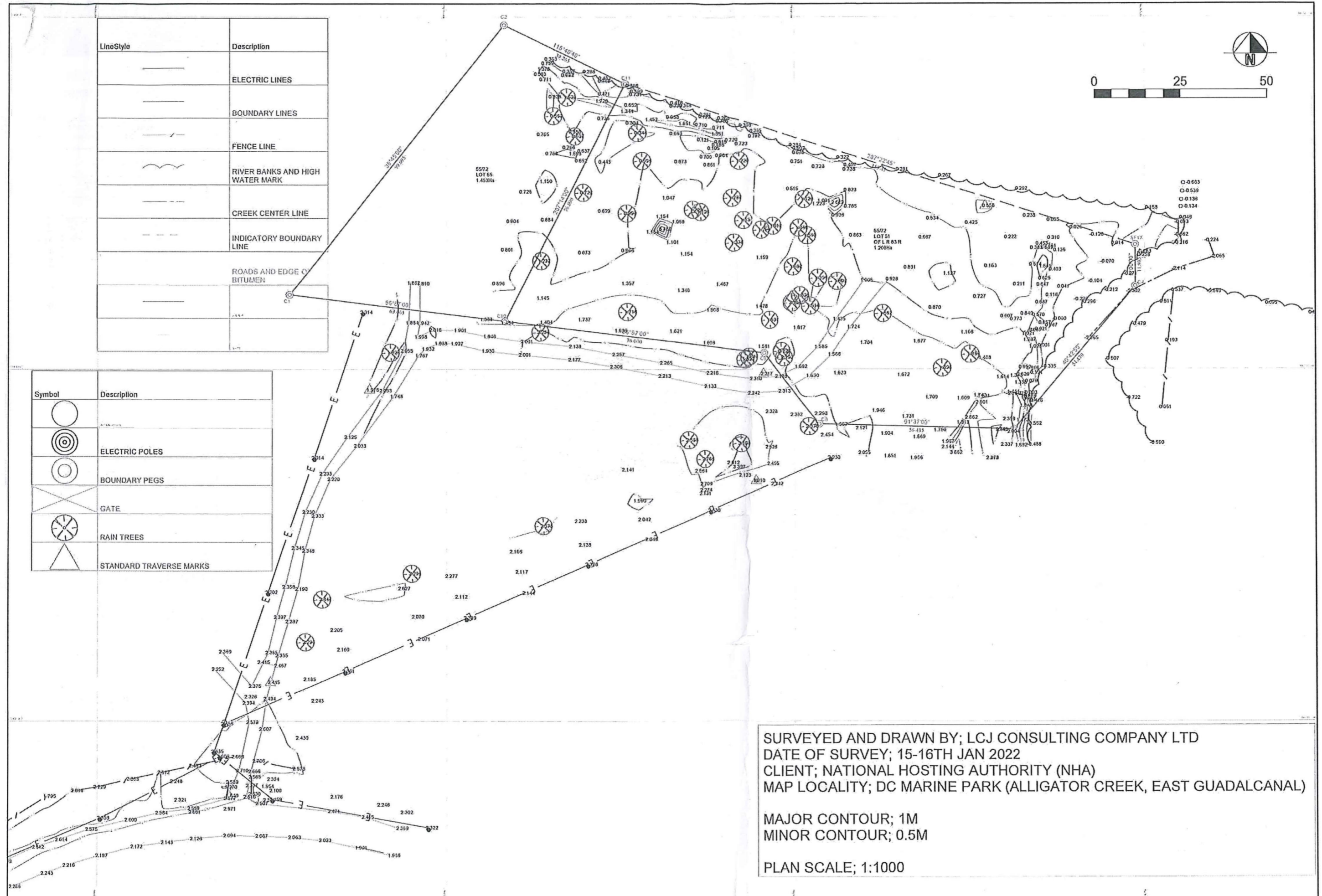
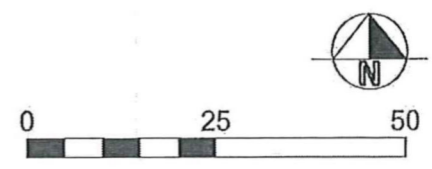
DRAWN.	D.P	CHECKED.	SG
APPROVED.	-	SCALE.	1:1000 @A3
PROJECT No.	-	PLOT DATE.	4/5/22
SHEET No.	-	ISSUE No.	A



**SITE LOCATION**  
PLAN  
SCALE 1:1000

LineStyle	Description
	ELECTRIC LINES
	BOUNDARY LINES
	FENCE LINE
	RIVER BANKS AND HIGH WATER MARK
	CREEK CENTER LINE
	INDICATORY BOUNDARY LINE
	ROADS AND EDGE OF BITUMEN

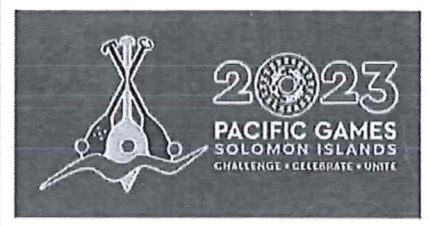
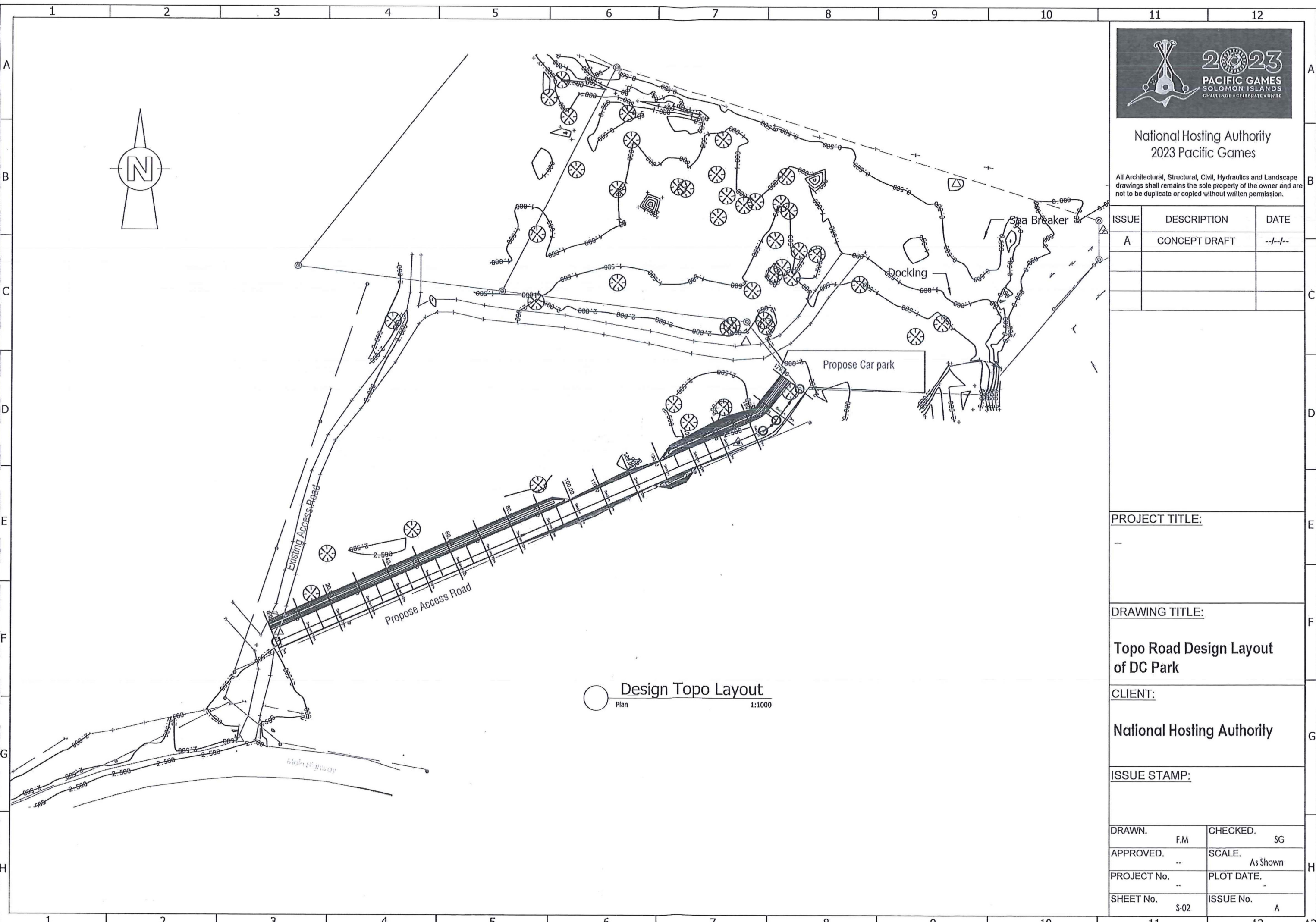
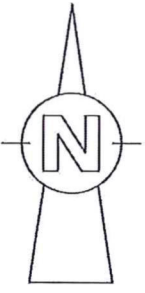
Symbol	Description
	ELECTRIC POLES
	BOUNDARY PEGS
	GATE
	RAIN TREES
	STANDARD TRAVERSE MARKS



SURVEYED AND DRAWN BY; LCJ CONSULTING COMPANY LTD  
 DATE OF SURVEY; 15-16TH JAN 2022  
 CLIENT; NATIONAL HOSTING AUTHORITY (NHA)  
 MAP LOCALITY; DC MARINE PARK (ALLIGATOR CREEK, EAST GUADALCANAL)

MAJOR CONTOUR; 1M  
 MINOR CONTOUR; 0.5M

PLAN SCALE; 1:1000



National Hosting Authority  
2023 Pacific Games

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ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--

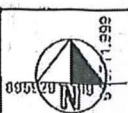
PROJECT TITLE:  
--

DRAWING TITLE:  
**Topo Road Design Layout of DC Park**

CLIENT:  
**National Hosting Authority**

ISSUE STAMP:

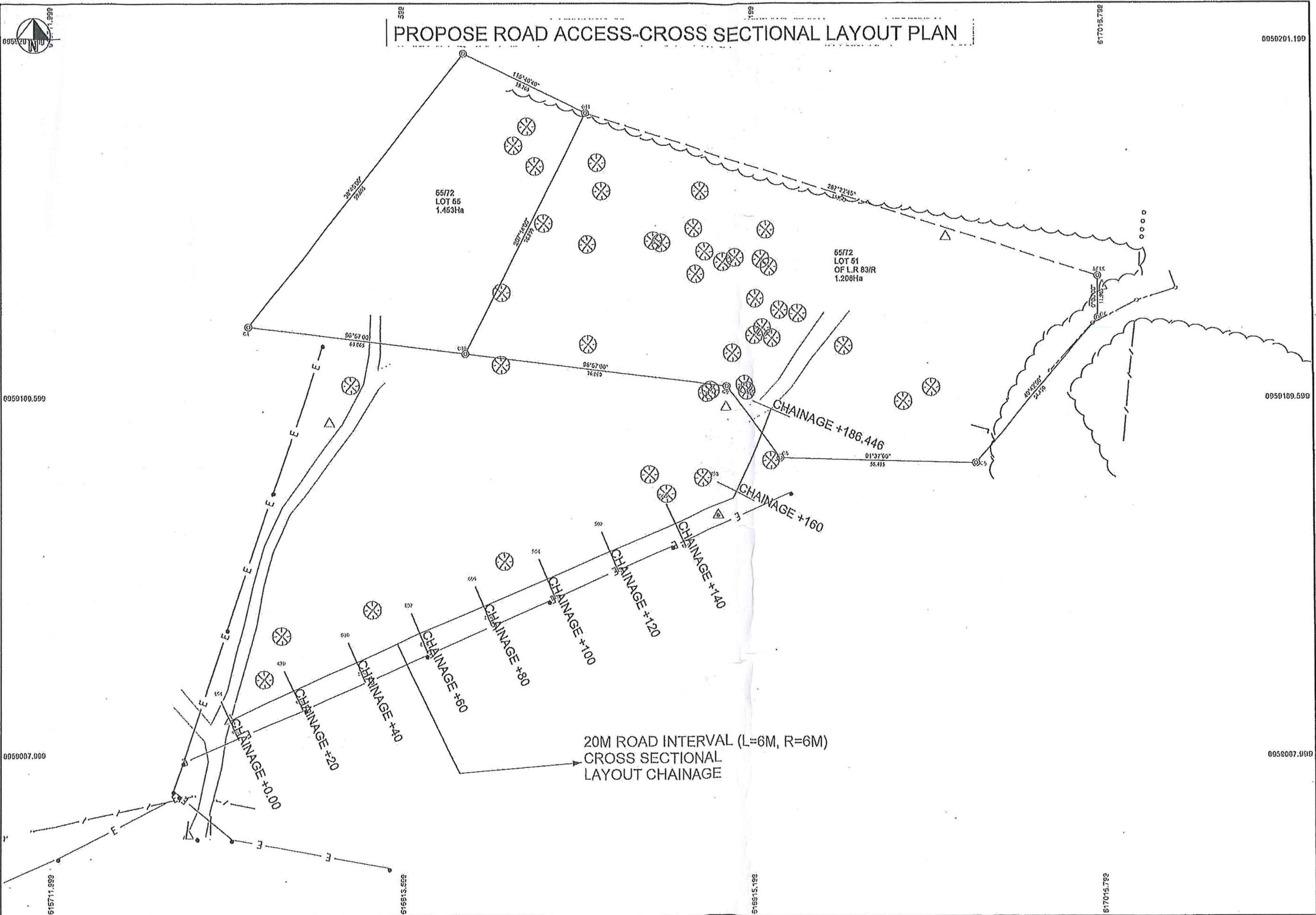
DRAWN.	F.M	CHECKED.	SG
APPROVED.	--	SCALE.	As Shown
PROJECT No.	--	PLOT DATE.	--
SHEET No.	S-02	ISSUE No.	A



# PROPOSE ROAD ACCESS-CROSS SECTIONAL LAYOUT PLAN

5572  
LOT 56  
1.463Ha

5572  
LOT 51  
OF L.R 83/R  
1.208Ha



20M ROAD INTERVAL (L=6M, R=6M)  
CROSS SECTIONAL  
LAYOUT CHAINAGE

0050100.599  
0050109.599  
0050007.000  
0050007.000  
615711.599  
616813.599  
616815.199  
617015.759  
617015.759  
617015.759