2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Final Progress Payment (2) - Works @ St Nicholas College.

Supplier Name: Complete Plumbing

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

Comments:

Paid

Query

- original Contract Signed Copy
- ~~C~~ C5 form

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	05/11/2024 13:00
Transaction Number:	AJM57352

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 188,326.84
Transfer From Amount: SBD 188,326.84
Indicative :
My Reference: Pay2-St Nicholas

Payment Details



Account Name: Complete Plumbing Service
Account Number: 2000746442
Bank Name: Bank of South Pacific
Reference To Payee : INV#301024-Pay2

Pay Date : 05/11/2024

Transaction ID : ANZBSBSB051124I0024256

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
05/11/2024 13:00 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
05/11/2024 18:03 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : Verified
06/11/2024 09:45 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
06/11/2024 09:45 Debbie Ofaeri Sifoni
Transaction Processed
* *

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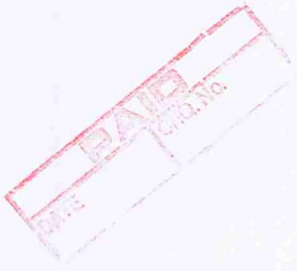

Payment Details

Account Name: Complete Plumbing Service
Account Number: 2000746442
Bank Name: Bank of South Pacific
Reference To Payee : INV#301024-Pay2

Pay Date : 05/11/2024

Transaction ID : ANZBSBSB051124I0024256

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
05/11/2024 13:00 Pauline Tovua
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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 AJM57352

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 188,326.84
Transfer From Amount: SBD 188,326.84
Indicative :
My Reference: Pay2-St Nicholas

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 1/11/2024

COMPLETE PLUMBING
P.O Box 528
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $188,326.84

Payment No.02 45% being for completion of construction of a new septic tank and soakaway system & maintenance of toilet facilities at St. Nicholas College.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00002152	29/07/2024	$486,369.62	$209,252.05	$188,326.84

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES
4/11/24

4/11/24

Payment Voucher Prepared By: _____ Date: 1/11/24

Signature of Claimant: _____

PRINT NAME: _____

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: pmu 1368/2024

DEPARTMENT: Finance & Admin.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		Request 45% payment No.02 for completion of the Construction of a new septic Tank and Soakaway System & maintenance of Toilet facilities at ST Nicholas College.	Complete plumbing		$203,596-59
				TOTALS	$203,596-59

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $203,596-59 Date: 31/10/24

Requisition Officer (Name): Naenick Vuiar Sign:

Account Code: 6-3501

Account Name: Maintain- Non Residential/ Build.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy -B Sign:

Post: ED PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 203,596-59

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Date: 31/10/24

Position: PCM

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: pmu 1368/2024

DEPARTMENT: Finance & Admin.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY SUPPLIER	ORDER NO.	COST
		Request 45% payment No.02 for completion of the Construction of a new Septic Tank and Soakaway System & maintenance of Toilet facilities at ST Nicholas College.	Complete plumbing		$203,596-59
				TOTALS	$203,596-59

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $203,596-59 Date: 31/10/24

Requisition Officer (Name): Dunick Vutar Sign:

Account Code: 6-2501

Account Name: Maintain- Non Residential Buildings

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leevay . S Sign:

Post: ED PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 203,596-59

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Date:

Position:

4/11/24 PMU

10/11/20

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

PAYMENT SCHEDULE

CONSTRUCTION OF NEW SEPTIC TANK AND SOAKAWAY SYSTEM & MAINTENANCE OF TOILET FACILITIES AT ST NICHOLAS COLLEGE

COMPLETE PLUMBING

DATE	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Retention	Amount Paid	Status
			452,436.86					
29/07/2024	No.1	50%	226,218.43		16,966.38		209,252.05	Paid
31/10/2024	No.2	45%	203,596.59		15,269.74		188,326.84	Payment in Progress
	No.3	5%	22,621.84		1,696.64		20,925.20	
			-				-	
	TOTAL		*452,436.86*	-	*33,932.76*	-	*418,504.10*	

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

Ref: GL-10/31/24 Date: 31 October 2024

MEMO

To: Christian Nieng
Executive Director - NHA

Signature ..... Date 31/10/24

Thru: Leeroy Bird
ED -PMU

Signature ..... Date 31/10/24

Dear ED,

45% Thank. corrected 31/10/24

Subject: **REQUEST ~~50%~~ PAYMENT TO COMPLETE PLUMBING FOR THE CONSTRUCTION OF A NEW SEPTIC TANK AND SOAKAWAY SYSTEM & MAINTENANCE OF TOILET FACILITIES AT ST NICHOLAS COLLEGE**

I refer to the above, payment is requested to Complete Plumbing for the completion of the aforementioned works

Particulars of payment are as follows:

Total Contracts Value		**$ 452,436.86**
No.	**Description**	**Amount**
1	Payment 2 – 45% Payment shall be made upon completion of works as per the scope of works, upon verification by the client and issuance of the certificate of completion	**$203,596.59**

Attached are relevant documents for this payment

Kind Regards,

Graham Lilo
Project Manager –PMU
National Hosting Authority

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

Complete Plumbing Service

P.O.Box 528, Honiara, Solomon Island
Contact: (677) 7511245 / 7859251 Email: mattsaru195@gmail.com

Invoice

BILL TO: **National Hosting Authority**

Date:

Invoice No.	301024
Customer ID:	

DESCRIPTION	AMOUNT
Payment 2 -45% shall be made upon completion of all works as per the scope of works, upon verification by the client and assurance of the certificate of completion	$ 203,596.59
TOTAL	**$ 203,596.59**

.....

Signature/Managing Director

Thank you for your business!

PACIFIC GAMES
SOLOMON ISLANDS

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

PAYMENT CERTIFICATE NO. PC- 02

Payment Schedule Name:	Final Progres Payment - 50%		
Project Name:	Construction of a New septic and soakaway system & maintenance of toilet facilities at St Nicholas College		
Contractor:	Complete Plumbing		
Project Manager	Graham Lilo	**Certificate:**	PC - 02
Contract Administrator/Manager:	Soleana Gagahe	**Date Invoice Received:**	29-Oct-24
		Date Issued for payment:	31/31/2024
		Contract No:	

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 452,436.86		
1	Payment 1 - Mobilization (50%) Payement shall be made prior to contractor's mobilization to site and commencement of works	$ 226,218.43	$ 226,218.43	Paid
2	Payment 2 - 45% payment shall be made upon completion of all works as pwer the scope of works,upon verification by the client and issuance of the certificate of completion from the clind to the contractor	$ 203,596.59	$ 203,596.59	This Claim
7	**Progress Claim to date**	**$ 429,815.02**		
8	**Original Contract Value**	**$ 452,436.86**		
9	**Total Adjusted Contract Value**			
10	**Balance of Contract Payment**	**$ 226,218.43**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 203,596.59	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 203,596.59	

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

Payment is hereby certified: 31/10/24
Graham Lilo (Project Manager) — *Date*

Claim is hereby approved for payment by: 31/10/24
Leeroy Bird (Executive Director - PMU) — *Date*

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

PACIFIC GAMES
SOLOMON ISLANDS

National Hosting Authority

Practical Completion Certificate

Contract: *Complete Plumbing*

Location: St Nicholas College

Description: *Construction of New Septic Tank and Soak away System & Maintenance of Toilet Facilities at St Nicholas College*

Practical Completion

Practical Completion means that the Contract Works or a Separate Section of the contract attain Practical Completion when:

(a) they are able to be used for their intended purpose without material inconvenience;

(b) they have generally been built in accordance with the Contract documents;

(c) they are complete except for:

(i) minor defects and minor omissions for completion during the Defects Liability Period;

(ii) omissions and defects which the Architect becomes aware of during the Defects Liability Period;

(iii) any undiscovered, latent or other defect or omission which the Architect could not have reasonably discovered;

(iv) work which the Architect and the Contractor have agreed to defer for completion during the Defects Liability Period, or such later date as agreed between the parties.

(d) Information and warranties listed in the Specific Conditions have been provided.

This Certificate

This is to certify that the Contract Works have been inspected and qualified for Practical Completion on 30/10/24

The Defects Liability Period commenced on this date and continues for a period of ***N/A***

Inspection of the aforementioned works has been carried out ***30th October 2024***

This certificate is provided to the Principal and Contractor only, and for the purposes set out in this Contract. It is not to be used by the Principal, the Contractor, or any other person, for any other purpose. No waiver of this clause by the Architect shall be effective unless it is in writing.

Issued by: Graham Lilo *(Project Manager)* 29/10/24 *(Date)*

Signed by/date: Leeroy Bird *(Executive Director)* 31/10/24 *(Date)*

Copy to Contractor

NATIONAL HOSTING AUTHORITY:

PROJECT MANAGEMENT UNIT

REPORT

PROJECT INFORMATION			
Project Location:	St Nicholas College	**Report Name:**	Final Progress Report
Lot:	na	**Report No:**	R02/STNICS
Contract Name:	Construction of a New Septic Tank and Soakaway System & Maintenance of Toilet Facilities at St Nicholas College		
Contractor	Complete Plumbing		

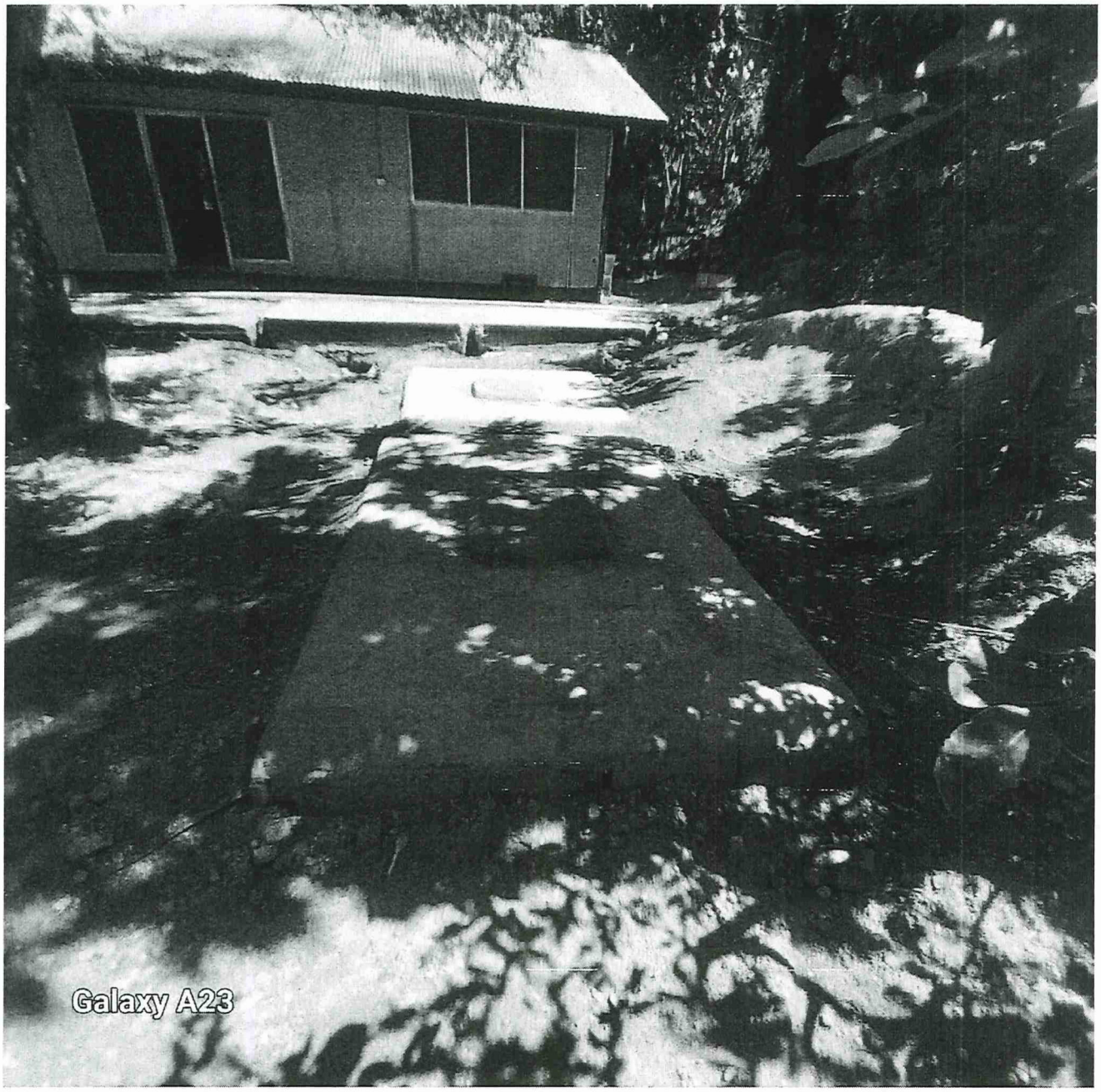
PM

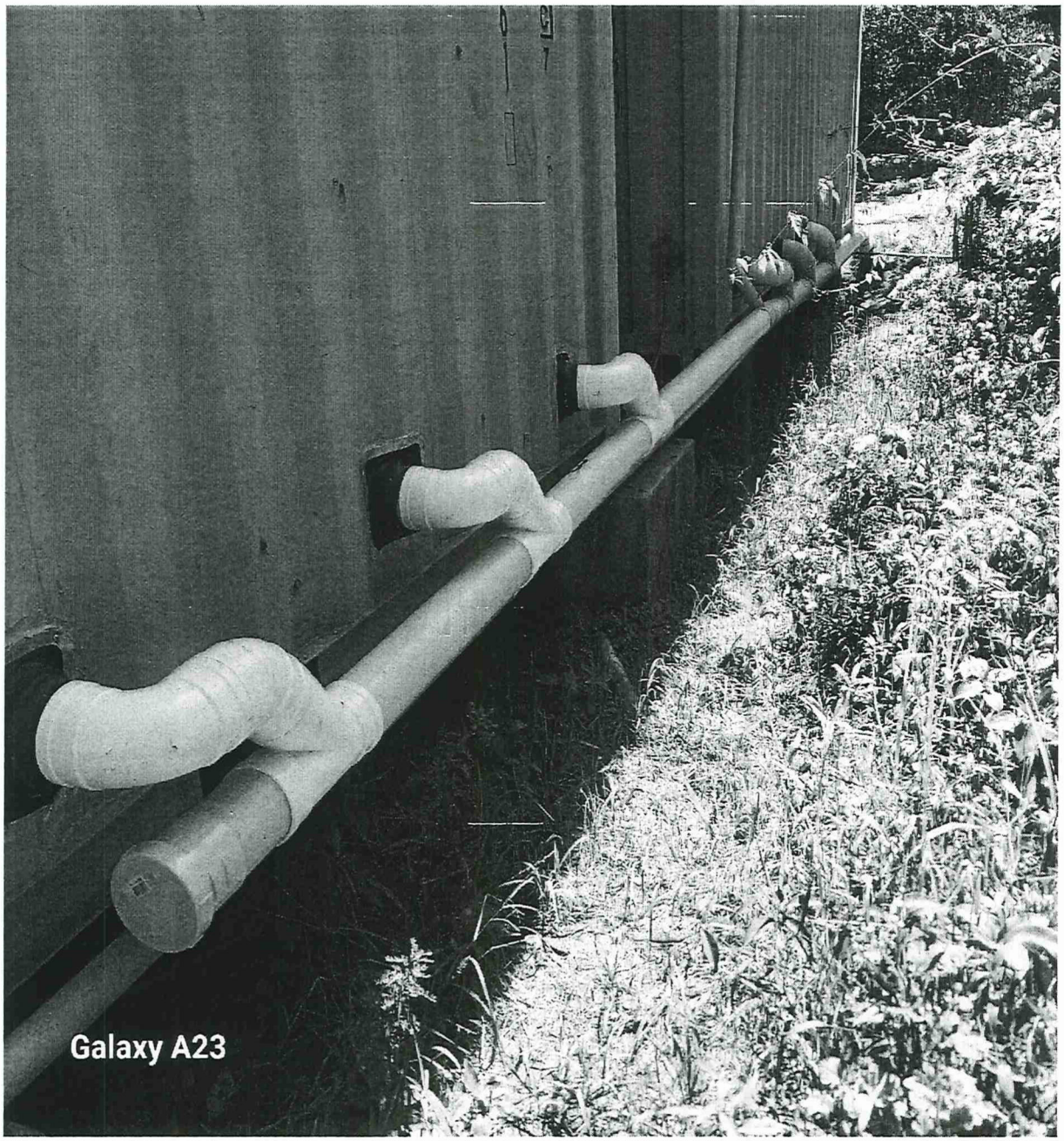
Final Progress Payment		
	Payment Completed	**Work Description**
☒	Payment 2 – 45%	Refer to payment schedule attached in the contract

KEY ACTIVITIES:

- ✓ Construction of a new septic tank as per the scope of works
- ✓ Construction of a soakaway pit as per the scope of works
- ✓ Piping and maintenance of toilet facilities

REFERENCE PHOTOS

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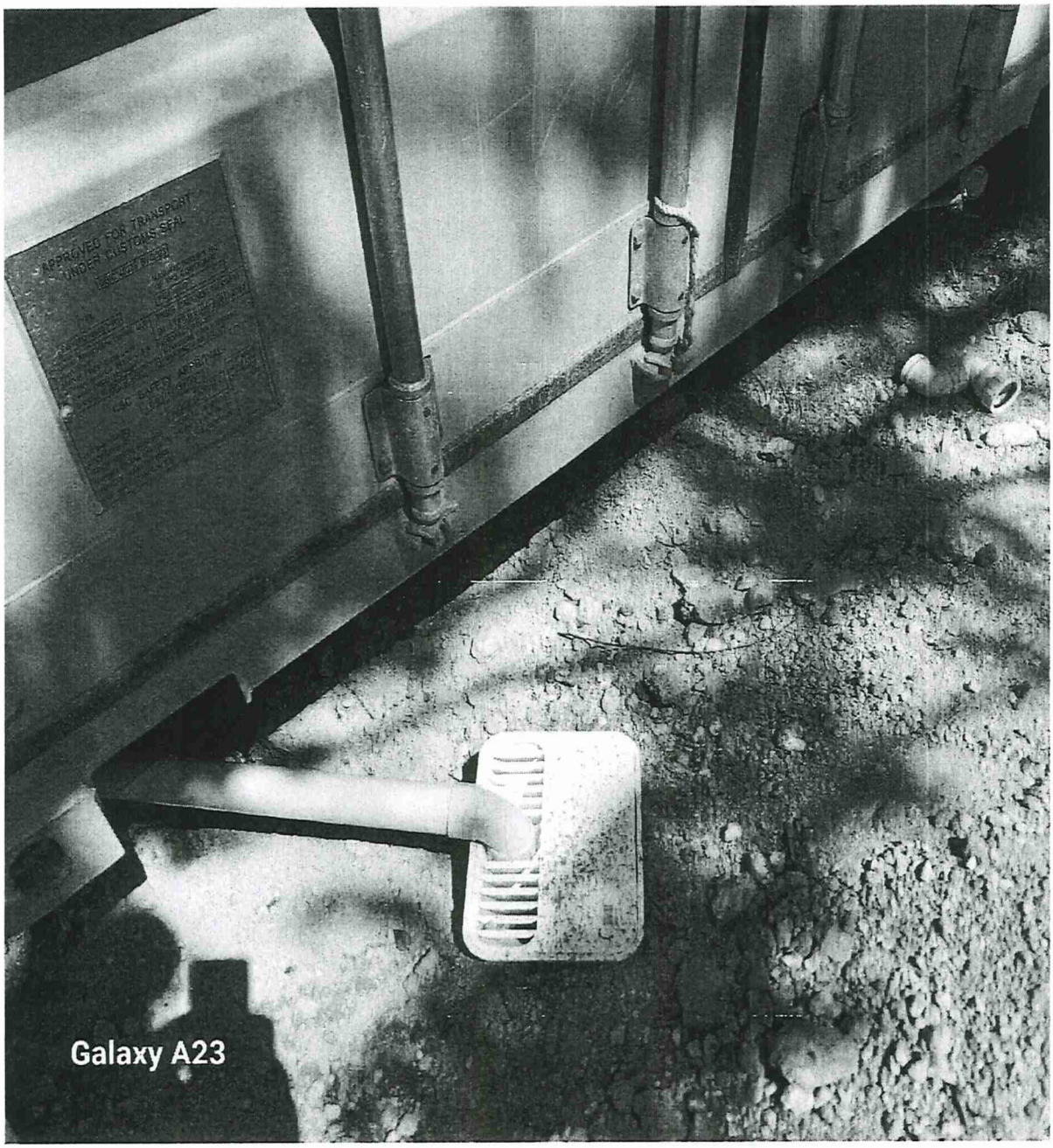
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UNDER CUSTOMS SEAL
Galaxy A23

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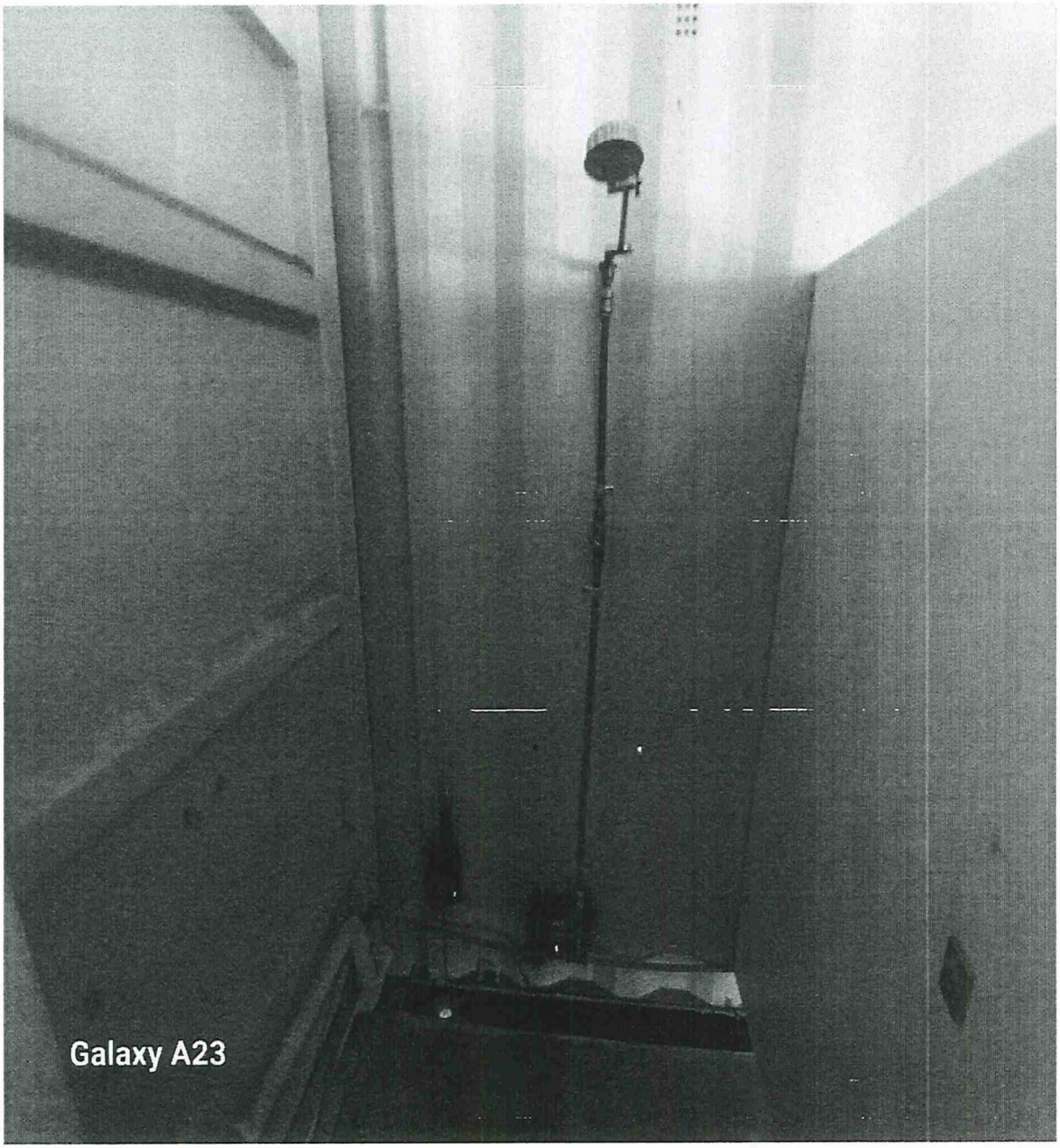
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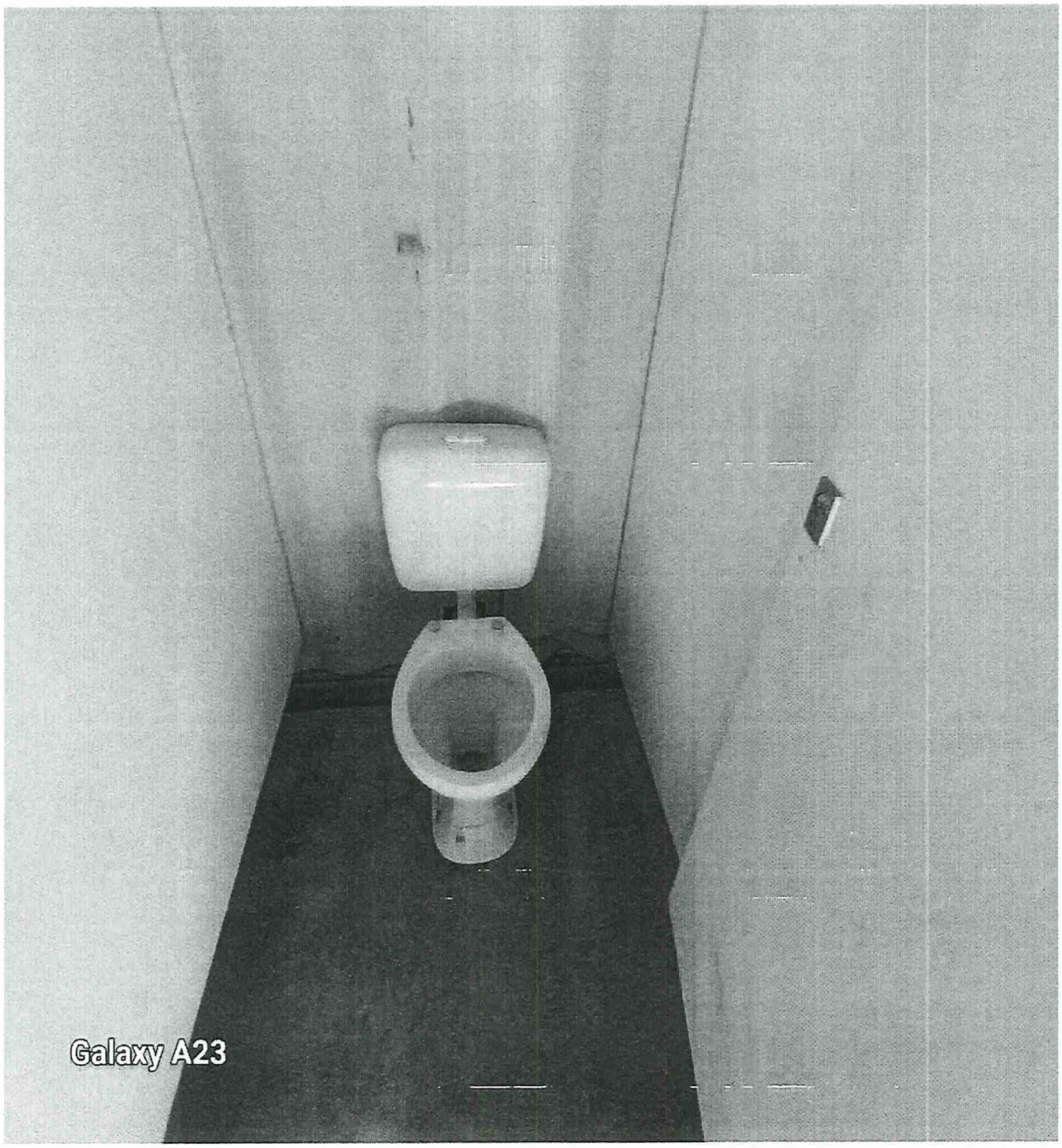
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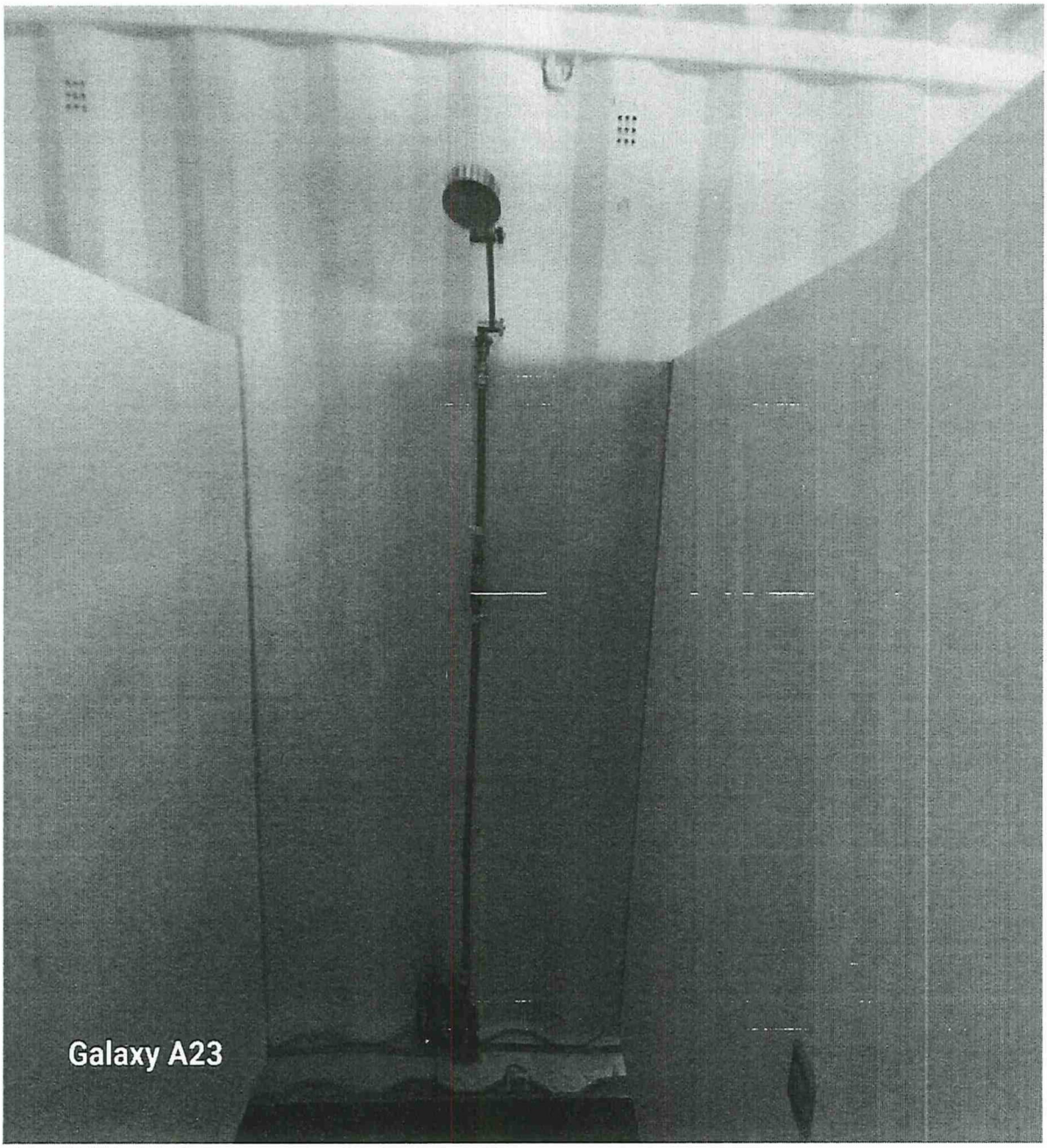
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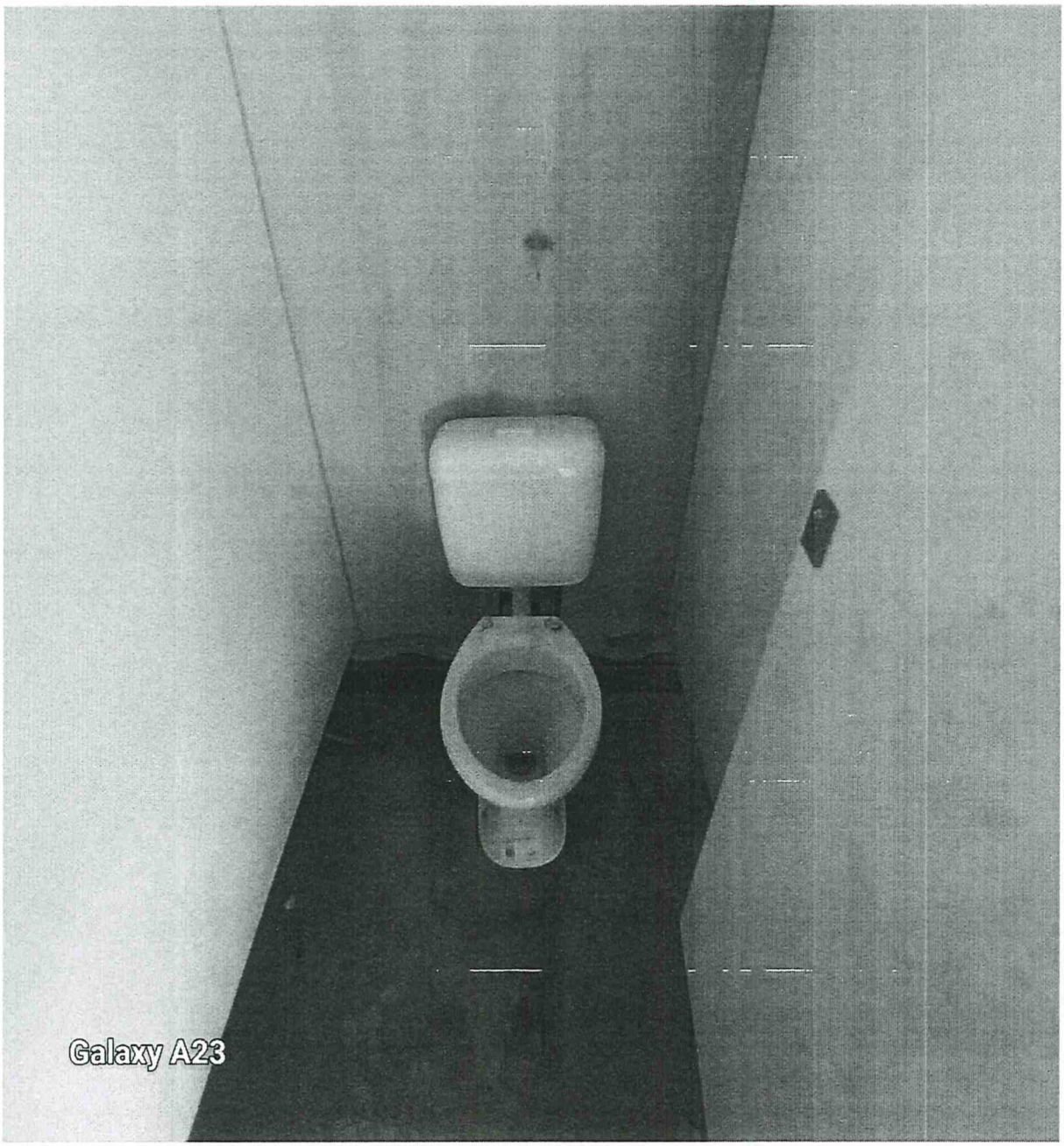
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NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

Procurement section Compliance performed by:

Signed: _____

Name and Position: P Ahmad (Act)

Date: 8/10/24

Finance Department Compliance performed by:

Signed: _____

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

Date: 01/11/2024

CONTRACT AGREEMENT

FOR

CONSTRUCTION OF NEW SEPTIC TANK AND SOAKAWAY SYSTEM & MAINTENACE OF TOILET FACILITIES AT ST NICHOLAS COLLEGE

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

COMPLETE PLUMBING

JULY 2024

Table of Contents

SECTION I: CONTRACT AGREEMENT 2
SECTION II: GENERAL CONDITIONS OF CONTRACT 5
SECTION III: SPECIAL CONDITIONS OF CONTRACT 13
SECTION IV: PAYMENT SCHEDULE 16
SECTION V: SCOPE OF WORKS/ SPECIFICATIONS 17
SECTION VII: ANNEXES TO THE CONTRACT 22

SECTION I: CONTRACT AGREEMENT

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

The Client

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

And

The Contractor:

The Contractor herein named as **Complete Plumbing** which has its registered office in Honiara, legally represented in this matter by **Mathew Saru,** hereinafter referred to as the Contractor, and have agreed to conduct **the construction of a New Septic Tank and soak away system and maintenance of Toilet facilities at St Nicholas College,** herein mentioned as Works specified in the Scope of Works.

1. The price for the execution of Works is confirmed in the Bill of Quantities as part of the Request for Quotation submission that was hereby approved on **13th April 2024.**
2. The total accepted Bid Price shall be **SBD$ Four Hundred and Fifty – two Thousand and Four Hundred and thirty - six dollars and eighty – six cents (SBD $452,436.86).** The agreed price for the execution of the Works is fixed for the duration of the Contract.
3. The place where the Works have to be executed shall be at the **St Nicholas College** at the specific site as selected by the Client.
4. The time limits for execution of the Works shall be maximum of **4 weeks** and shall be on the basis turnkey specific contract process.
5. The Contractor shall strictly comply with the terms and conditions as mentioned in the Special & General Contract Conditions for the Execution of Works and the Technical Specifications/Bill of Quantities/Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.
6. The Contractor, herein **Complete Plumbing** shall make invoice(s) to the Client at the Address mentioned as National Hosting authority, quoting the, the amount of progress payment as per Schedule and above-mentioned Contract number and name.
7. This Contract is subject to the provisions of the attached General Conditions of Contracts for the Execution of Works.
8. This Contract is made up of the following documents, in order of precedence:

- *this Contract Agreement*
- *the Special Conditions of Contract;*
- *the General Conditions of Contract;*
- *Payment Schedule*

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

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

SIGNING OF CONTRACT AGREEMENT

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

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

Parties to this Contract hereby agreed and signed as follows:

For the Client - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Mathew Saru
Signature:	_____	**Signature:**	_____
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Complete Plumbing
Date:	...../...../2024	**Date:**	...../...../2024

Witness signing by Project Management Unit/NHA

Signature	.....
Name:	Leeroy Bird
Designation:	Executive Director Project Management Unit National Hosting Authority
Date:	...../...../2024

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

1.5 **CLIENT:** 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 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 Purchasing Conditions are declared to be applicable.

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

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

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

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

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

Article 2 Application

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

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

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

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

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the 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 maintain 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.

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 Client 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 Works does not have the characteristics the Client might expect based on the Contract.

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

4.3 The 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 Client 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 Client.

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

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 Client's request, the Works may be regularly inspected by the Client, or a third party designated by the Client during the execution of the Contract. 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 the Contractor. 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 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 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 any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

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

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

Article 10 Invoicing and payment

10.1 The Contractor will invoice the 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 send 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 upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Client will pay the price 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 may withdraw retention payment from the Contractors milestone payments. The total sum of the accumulated retention payment shall be released after satisfactory performance after the Defects Liability Period and upon verification by the Client.

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

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

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Client should make an Advance Payment prior to the start of the Works, the Contractor will issue the Client 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 Client 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 Client, in accordance with the model attached to the Standard Bidding Documents.

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Client an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the 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 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 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 or the equipment incorporated into the 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 replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;

b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of Article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the 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 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, without being obliged to pay compensation or any costs to the Contractor.

or

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

15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the 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 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 Client. 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 "*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 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 Insurance

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

20.2 At the Client'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 Client's prior written consent. The Contractor has no right to change the insured sum to the Client's disadvantage without the Client'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 Client in advance all rights to the payment of insurance proceeds as referred to in paragraph 20.1, in so far as such proceeds relate to damage for which the Contractor is liable to the Client 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 Client, without prejudice to the Client's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Client will be deducted from the amount of compensation the Contractor is required to pay to the Client 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 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 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: SPECIAL CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE CLIENT IS:** National Hosting Authority Solomon Islands Government P.O. Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** Complete Plumbing Honiara Solomon Islands Phone: 7859251 **c. THE LOCATION SITE IS:** St Nicholas College
	1.12, 1.13	• **THE CLIENT'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb
		• CONTRACTOR'S PROJECT MANAGER Mathew Saru Complete Plumbing Honiara Solomon Islands Phone: 7859251
3. Delivery of the Works	3.1	The Works shall be completed within 4 ***weeks*** from the Contract Commencement date. **Note:** *For this Contract, a six-day working week is assumed. Therefore, the Works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*

4. Guarantee	4.5	The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either: a) make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense.
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Client, in lieu of a Performance Security. The Performance Securing Declaration is at *Section VII: Annex II* (page 38) of the Contract.
5. Inspection	5.1	Inspection and tests by the Client or 3rd 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 always undertaken during the Execution of the Works. There is no need for the Client or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE CLIENT'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Leeroy Bird Executive Director Project Management Unit Email: LBird@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:** Mathew Saru Complete Plumbing Honiara Solomon Islands Phone: 7859251
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the employer provided the request for variation is made prior to the work being undertaken, and the variation is assessed by the Employer to be necessary and the price quoted is reasonable.
10. Payment	10.1	a) Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for Works completed. The Project Manager is to inspect the Works and if in grievance with the Contractor authorise payment of the claim.

		b) If there is a difference between the assessed Works complete and the claim amount the Contractor is to adjust the claim to match the value of the completed Works. c) Payment for milestone completion shall conform to the payment schedule as in section III of the Contract.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
12. Penalty (Liquidated Damages)	12.1	Applicable rate for the Liquidated damages is: 0.1% per day.
14. Contractor's Liability	14.1	Notwithstanding Article 14.1 of the GCC, the Contractor's liability is twice the Contract value as stated in the Contract between Client and Contractor.
20. Insurances	20.1	Contractor shall provide with their tender to following proof of insurance: - Workmen's Compensation As required by SI Law - Third Party Liability SBD 2,000,000 - Equipment for use in Project Replacement Value

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			**SBD $ 452,436.86**
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No.1	Mobilization (50%) Payment shall be made prior to Contractor's mobilization to site and commencement of Works.	$ 226,218.43	$ 226,218.43
Payment No. 2	45% payment shall be made upon completion of all Works as per the Scope of Works, upon verification by the Client and Issuance of the Certificate of Completion from the Client to the Contractor	$ 203,596.59	$ 203,596.59
Payment No.3	5% Retention payment shall be made upon practical completion and at the end of Defect Liability Period – 1 Months	$22,621.84	$22,621.84
TOTAL			**$ 452,436.86**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

Location

- St Nicholas College

1. OPERATION HEALTH & SAFTEY

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

2. GENERAL SAFETY REQUIREMENTS

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

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

3. PROTECTIVE EQUIPMENT (PPE)

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

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

4. SPECIFIC SAFETY REQUIREMENTS

Equipment	The Contractor is to nominate the equipment to be used on site. A detailed equipment list is to be submitted as part of the Contractors tender submission. All equipment is to be in safe and working order and must all have current licenses where appropriate. Vehicles are to be operated by qualified or adequately trained

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

	any time are adequately trained and certified in First Aid.
Emergency Response	Emergency response (Police, Ambulance, Fire Brigade) numbers must be available and displayed on site in event of an emergency.
Drug & Alcohol	No smoking, alcohol consumption or chewing of betel nut is permitted by the Contractor or staff. No illicit drug of any type are to be present or in use on site.
Child Protection	Children are not allowed on site at any time and no worker is ever to accompany a child on site without the expressed approval of the Employer's representative.

5. QUALITY

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

- Quality management plan.
- Quality management records (testing records, compliance certificates).
- Internal quality audits.
- Nonconformance and corrective actions list.

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

6. ENVIRONMENT

Environmental measures for the project are to include:

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

7. PROJECT ADMINISTRATION

Authorised Representative	The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English.
Pre – Start Meeting	A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities.
Project Meetings	Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor.
Project Reporting	The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum: • Project progress and timeline update • Key issues and blockages • Pending approvals • Safety summary • Quality summary • Equipment summary • Staff records • Photographic records • Project Finance update
Payment Claims	Payment Claims are to be presented to the Employer's Representative /Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment.
Work Hours	Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the Contractor and approval provided by the Employer's representative.

10. SCOPE OF WORKS

Site Preparation

- The contractor shall mobilise his/her labourers and machineries/tools to site
- The contractor shall demolish the old broken septic tank and buried it properly. Ensure to avoid and comply local environment and health standards
- Level and grade the site as necessary to facilitate construction activities
- Excavate the area for the septic tank and soakaway system according to the plan and specification
- Ensure proper shoring and safety measures are in place to prevent collapse

Septic Tank Construction

- Prepare the base/foundation using compacted sand or gravel or other materials specified by the engineer on site.
- Construct concrete base/slab
- Construct the septic tank using concrete blocks, ensuring proper alignment and level
- Reinforce the blockworks with steel bars for added structural integrity
- Apply water proof coating internal surfaces /walls to avoid water leakage and ensure durability
- Install internal baffled walls and separate chambers within the septic tank according to the design
- Construct reinforced concrete cover for the septic tank, ensuring it is easily accessible for maintenance

Soakaway System Construction

- Construct the soakaway chamber walls using concrete blocks, ensuring proper alignment and level
- Reinforced the blockwork with steel bars for added structural integrity
- Backfill the excavated pit with approved materials that enhance water permeability. Seal the top of the soakaway system with slab. Ensure to avoid infiltration of storm water runoff
- Construct a reinforced cover for the soakaway chamber, ensuring it is secure and accessible for maintenance

Soakaway System Construction

- Lay PVC pipes linking the toilet facilities, septic tank and soakaway system.
- Ensure proper slope or gradient of pipes

11.0 PROJECT DURATION

As the works allocated are mainly finishing works, the time frame allocated for this Project is four (4) weeks.

SECTION VII: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: PERFORMANCE SECURING DECLARATION

ANNEX IV: CONTRACTOR'S PRICED BILL OF QUANTITIES

ANNEX V: CONTRACTOR'S INSURANCE CERTIFICATE

ANNEX VI: CONTRACTOR'S HONIARA CITY COUNCIL BUSINESS LICENSE

ANNEX VII: CONTRACTOR'S COMPANY HAUS CERTIFICATE

ANNEX VIII: CONTRACTOR'S INLAND REVENUE TAX CERTIFICATE

ANNEX IX: CONTRACTOR'S WORK SCHEDULE

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: Complete Plumbing - Retention Payment @ ST Nicholas College Plumbing work.

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

Comments:

- CS - ✓
- Contract
- Defects form to be Signed

NHA

paid.

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	24/12/2024 18:16
Transaction Number:	AJV88313

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 20,925.21
Transfer From Amount: SBD 20,925.21
Indicative :
My Reference: Pmnt 3 -5% Reten

Payment Details

Account Name: Complete Plumbing Service
Account Number: 2000746442
Bank Name: Bank of South Pacific
Reference To Payee : Septic Tank -SNC

Pay Date : 24/12/2024

Transaction ID : ANZBSBSB241224I0030487

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
24/12/2024 18:16 Mema Hite
Authorisation Required for : ANZ to Other Bank Transfer (2A)
24/12/2024 20:50 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : Verified
24/12/2024 23:05 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
24/12/2024 23:05 Debbie Ofaeri Sifoni
Transaction Processed
* *

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

PAYMENT VOUCHER

DATE 24/12/2024

COMPLETE PLUMBING
P.O Box 528
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $20,925.21

Payment No.03 5% Retention being for construction of a new septic tank and soakaway system & maintenance of toilet facilities at St. Nicholas Colleqe.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00002152	29/07/2024	$418,504.10	$397,578.89	$20,925.21

24/12/24

Payment Voucher Prepared By: _____ Date: 24/12/24

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

CONSTRUCTION OF NEW SEPTIC TANK AND SOAKAWAY SYSTEM & MAINTENANCE OF TOILET FACILITIES AT ST NICHOLAS COLLEGE
COMPLETE PLUMBING

DATE	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Retention	Amount Paid	Status
			452,436.86					
29/07/2024	No.1	50%	226,218.43		16,966.38		209,252.05	Paid
31/10/2024	No.2	45%	203,596.59		15,269.74		188,326.84	Paid
24/12/2024	No.3	5%	22,621.84		1,696.64		20,925.20	Payment in progress
			-				-	
	TOTAL		*452,436.86*	-	*33,932.76*	-	*418,504.10*	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU 1402/2024

DEPARTMENT: Finance + Admin

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Request 5% retention Payment to Complete Plumbing for construction of Septic tank and Soakaway system and Maintenance of toilet facilities at St Nicholas College	Complete Plumbing	301026	$22,621.82
				TOTALS	$22,621.82

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $22,621.82 Date: 20/12/24

Requisition Officer (Name): N. Vutar Sign:

Account Code: 6-2717

Account Name: Other Local Other Cost.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy - PS Sign:

Post: LD PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 22,621.82

Signed:

Name: CPZ

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Date: 20/12/24

Position: PM

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU 1403/2024

DEPARTMENT: Finance + Admin

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	LS	Request 5% retention payment to Complete Plumbing for Construction of septic tank and Soakaway system and Maintenance of toilet facilities at St Nicholas College	Complete Plumbing	301026	$22,621.82
				TOTALS	$ 22,621.82

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $22,621.82 Date: 20/12/24

Requisition Officer (Name): N. Vulan Sign:

Account Code: 6-2917

Account Name: other local other cost.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy-B Sign:

Post: ED PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 22,621.82

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Date: 20/12/24

Position: PM

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

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

Ref: GL-12/2/24 Date: 2 December 2024

MEMO

To: Christian Nieng
Executive Director - NHA

Signature Date: 2/11/24

Thru: Leeroy Bird
ED -PMU

Signature Date: 2/11/24

Dear ED,

Subject: **REQUEST 5% RETENTION PAYMENT TO COMPLETE PLUMBING FOR THE CONSTRUCTION OF SEPTIC TANK AND SOAKAWAY SYSTEM & MAINTENANCE OF TOILET FACILITIES AT ST NICHOLAS COLLEGE:**

I refer to the above, payment is requested to Complete Plumbing for the aforementioned works at St Nicholas College.
Particulars of payment are as follows:

Total Contracts Value		**$ 452,436.86**
No.	**Description**	**Amount**
1	Payment 3 (5%) – 5% RETENTETION PAYMETN	$22,621.82
	TOTAL	**$22,621.82**

Attached are relevant documents for this payment

Kind Regards,

Graham Lilo
Project Manager
National Hosting Authority



Complete Plumbing Service

P.O.Box 528, Honiara, Solomon Island
Contact: (677) 7511245 | 7859251 Email: mattsaru195@gmail.com

Invoice

BILL TO: **National Hosting Authority** **Date:**

	Invoice No.	301026
	Customer ID:	

DESCRIPTION	AMOUNT
Payment 3 -5% retention payment	$ 22,621.82
TOTAL	**$22,621.82**

.....

Signature/Managing Director

Thank you for your business!

PACIFIC GAMES
SOLOMON ISLANDS

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

PAYMENT CERTIFICATE NO. PC- 03

Payment Schedule Name:	5% RETENTION PAYMENT		
Project Name:	CONSTRUCTION OF A NEW SEPTIC TANK AND SOAKWAY SYSTEM & MAINTENACE OF TOILET FACILITES AT ST NICHOLAS COLLEGE		
Contractor:	COMPLETE PLUMBING		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator/Manager:	Soleana Gagahe	**Date Invoice Received:**	28-Nov-24
		Date Issued for payment:	09-Nov-24
		Contract No:	

A — PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 452,436.86		
1	Payment 1 - Mobilization (50%) Payement shall be made prior to contractor's mobilization to site and commencement of works	$ 226,218.43	$ 226,218.43	Paid
2	Payment 2 - 50% payment shall be made upon completion of all works as pwer the scope of works,upon verification by the client and issuance of the certificate of completion from the clind to the contractor	$ 203,596.59	$ 203,596.59	Paid
3	Retention Payment	$ 22,621.84	$ 22,621.84	This Claim
7	**Progress Claim to date**	**$ 429,815.02**		
8	**Original Contract Value**	**$ 452,436.86**		
9	**Total Adjusted Contract Value**			
10	**Balance of Contract Payment**	**$ 226,218.43**		

B — PAYMENT DETAILS

	Progress payment for this claim	$ 226,218.43
	Retention-Purchaser retains % of this payment pursuant to clause	$ -
	Amount payable for this claim after Retention	$ 226,218.43

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

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* — 2/12/24 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU)* — 2,12,24 *Date*

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

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PROJECT MANAGEMENT UNIT

Defect List

Project Name:	Construction of a new septic tank and soakway system & upgrade of toilet facilities at St Nicholas College	Actual date of DLP Lapses:	(1 Months)
Project Manager:	Graham Lilo	Project Site:	St Nicholas School
Project Site Engineer		Contractor:	Complete Plumbing

Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	NO DEFECTS		
2			
3			
4			

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PROJECT MANAGEMENT UNIT

Defect Assessment Report.

PROJECT DETAILS:	
PROJECT NAME:	Construction of a New Septic Tank and soakaway system & Maintenance of Toilet facilties at St Nicholas College
CONTRACT #:	N/A
CONTRACTOR:	Complete Plumbing
WORK TYPE:	Plumbing Works
PROJECT SITE:	St Nicholas College
DEFECTS PERIOD:	1 Month
DEFECTS INSPECTION REPORT DATE:	29th November 2024
REPORT PREPARED BY	Graham Lilo .....

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PROJECT MANAGEMENT UNIT

Inspection Summary

1. Contractor:
   1.1 The contractor had notified the NHA – PMU of the completion of a (1) month defects liability period (DFLP) on the <28th November2024>

2. Client - NHA PMU
   2.1 NHA –PMU conducted site inspection on the 29th November 2024>
   2.2 As per contract, defects liability period payment shall be paid upon satisfaction of all defects rectified by the contractor after three months of practical completion.

3. Action
   3.1 After inspection, NHA –PMU has not identified any defect on the plumbing works and hence the contract is eligible to claim his or her retention as per the signed contract between the client (NHA) and the contractor (Prime Enterprise).

4. Conclusion:

   6.1 Since no defects have been identified, the contractor shall now claim his or her retention payment..

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PROJECT MANAGEMENT UNIT

DEFECTS COMPLETION REPORT CERTIFICATE

To: Matt Saru Complete Plumbing (The Contractor)	To: Leeroy Bird Executive Director National Hosting Authority, Project Management Unit. PMU (The Employer)
Contact person: Matt Saru	Contact person: Graham Lilo
Address: Honiara, SI	Address: Sea King Building P.O. Box 2443, Honiara, SI
Telephone:	Telephone: 7639417

Contract no:
Contract title: Construction of a new septic tank and soakaway system & Maintenance of toilet facilties at St Nicholas College

DEFECTS CERTIFICATE			
	day	month	year
Practical Completion Certificate achieved on:			2024
The defect lapse date:			2024
The end of the last defects correction period is:	N/A		
This Defects Certificate Date is: (at the later of the defects date or the end of the last defects correction period)			2024

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PROJECT MANAGEMENT UNIT

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

Works checked and certified by the Project Manager:

Signature:	Name:	Date:
.....	Graham Lee	2/12/24

Final Approval Certificate

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

Certified by the Executive Director - PMU:

Signature:	Name:	Date:
.....	Leeroy. B	2/12/24

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Certificate Of Final Completion

PROJECT NAME:	Construction of a new septic tank and soakway system 7 maintenace of toilet facilities at St Nicholas College	PROJECT SCH REF:	stnics
NHA PROJECT REF:	N/A	LOT NO:	
CONTRACT NO:	N/A	BUILDING NO:	N/A
CONTRACTOR:	Complete Plumbing	CERTIFICATE NO:	N/A
WORK TYPE:	Plumbing Works	DPL (Defect Liability Period)	1 Months
PROJECT SITE:	St Nicholas College	DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE	
		DEFECT PERIOD LAPSE DATE:	

The works performed under this contract has been inspected by the authorized project manager representing Project Management Unit of National Hosting authority for the aforementioned contract and is hereby declared complete final on this date of 13th May 2024.

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

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

....

Graham Lilo Leeroy Bird

Project Manager Executive Director

Contractor hereby accepts construction project as finally complete:

....

Managing Director Project Manager

Smartmark building and design (Contractor) (Contractor)

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

NATIONAL HOSTING AUTHORITY

SOL2023 Pacific Games

SINGLE PAYMENT CONTRACT COMPLIANCE CHECKLIST

Required Documents	Division	NHA Secretariat	Comments
Purchase Requisition & Payment Voucher			
Signed Contract			
Tender Evaluation Report			
Tender Award by GTB/ITB			
Copy of Advertisement (including dates of advertisement			
Bid Waiver (must include grounds for waiver)			
ICT Checklist (if for ICT goods)			
Original Invoice			
Certification of work completed/goods received (includes final reports)			
Compliance Checks required			
Tender advertisements made at least two weeks before tender closing date			
Contract form approved			
Check payment is inaccordance with payment provisions in contract			
PR/PV has been signed by authorized person			
Check amount on PR/PV matches the signed contract/invoice			
Name on PR/PV matches signed contract			
Account code used is correct			
Check bid waiver /restrictive tender is for a valid reason			
Check expenditure is acceptable and proper use of NHA/SIG monies			
Check calculations on invoice are correct			
Check price and rates are reasonable			

Note: IF any of the above cannot be certified, please include an explanation as to why. This will speed up the compliance process.

Divisional Compliance Performed By

Signed: _____

Name and Position: _____

Date: _____

NHA Compliance Performed By

Signed: _____

Name and Position: _____

Date: 20/12/24

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

Procurement section Compliance performed by:

Signed: _____

Name and Position: D Ahmad

Date: 23/12/24

Finance Department Compliance performed by:

Signed: _____

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

Date: 24/12/24