ANZ

Australian and New Zealand Banking Group Limted (ANZ)

STAMP DUTY PAID

HONIARA, SOLOMON ISLANDS

DATE 1 3 0 1 2 3 (D D M M Y Y)

PAY ALRICO CONSTRUCTION OR BEARER

THE SUM OF SEVENTY NINE THOUSAND AND SIXTY DOLLARS 84/100

SBD79,060.84

NOT NEGOTIABLE

PLEASE SIGN ABOVE THIS LINE

PLEASE SIGN ABOVE THIS LINE

№ 906545

NATIONAL HOSTING AUTHORITY 559 140

Alfred Ribatco 18/01/2023

NHA-DFAT FUND

ALRICO Construction
Mt Austin Heights
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 13/01/2023

Payment Number: 906545

Payment Amount: $79,060.84

Mobilization - 20% Labor base contract for Schools

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	0990	11/01/2023	$395,304.21	$0.00	$316,243.37	$79,060.84

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

PAYMENT VOUCHER	
DATE	13/01/2023

ALRICO CONSTRUCTION
Mt.Austin Heights
Honiara
Solomon Islands

Cheque Number 906545
Total Amount Paid $79,060.84

Payment 1 (20% for Mobilization) - LOT 3, Carpentry Works

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
10040	00000990	11/01/2023	$395,304.21	$0.00	$79,060.84

NATIONAL HOSTING AUTHORITY
PO BOX 2443
HONIARA
Ph. 7308800
SOL2023 PACIFIC GAMES

Approved for ED.
13/1/23

Payment Voucher Prepared By: _____ Date: 13/01/2023

Signature of Claimant: _____

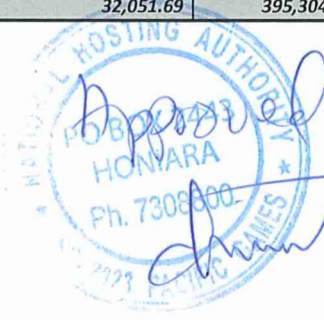
PRINT NAME: Alfred Rubako

PAYMENT SCHEDULE

Alrico Construction

PREFERRED CONTRACTOR FOR GAMES VILLAGE -SINU PANATINA CAMPUS / CARPENTRY / HOSTELP205 /LOT 3

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			427,355.90				
						-	
21/12/2022	No.1	20%	85,471.18		6,410.34	79,060.84	Payment in progress
	No.2	35%	149,574.57		11,218.09	138,356.47	
	No.3	35%	149,574.57		11,218.09	138,356.47	
	No.4 - RETENTION	10%	42,735.59		3,205.17	39,530.42	
			-		-	-	
TOTAL			*427,355.90*	-	*32,051.69*	*395,304.21*	



12/1/23

OFFICIAL PURCHASE ORDER

NHA/SOL2023 Pacific Games
PO Box 2443
Honoria, Solomon Islands

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

PACIFIC GAMES SOLOMON ISLANDS

PO # NHA 0930

DATE: 11/01/23

Supplier:	ALRICO CONSTRUCTION.	**Delivery to:**	PMU
Address:	Honiara, Solomon Islands.	**Attention:**	Soleara.
Mobile:	7495881	**Mobile:**	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Payment being for labour based contract for upgrade schools for games village - Lot 3, Carpentry works. (Contract No: GTB-GFC 09/22)			$427,355-90

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	$427,355-90
TAX	
TOTAL	$427,355-90

NHA Account Name: ~~Local~~ Other Local Other Costs

NHA Account Code: 6-2717

MOFT Account Name:

MOFT Account Code:

Approved by: ***Signature:*** Rome.

Date: 12/1/23

FN ***[Financial Controller]***

Signature:

Date: 12/1/23

[CEO] PP

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 418/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Request Mobilization payment 1 (20% for mobilization) for labour-based Contract for Upgrade of Schools for the Games Village to Alrica Construction - Lot 3, Carpentry Works. (Contract No: GTB-GFC 09/22)	Alrica Construction	INV # 10040	$85,471.18
				TOTALS	$85,471.18

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $85,471.18 Date: 09/01/2023

Requisition Officer (Name): SOLEANA GAGAHE Sign:

Account Code: 6-2717

Account Name: Others. Local Other Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 9/1/23

Post: EXECUTIVE DIRECTOR, PMU

Department: GFC - PMU

Authority is granted for expenditure not exceeding:

SBD$ 85,471.18

Signed:

Name: Debbie. Reuce

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: 11/01/2023

Position: Procurement Compliance Officer NHA

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU

From: Frank B Arebaio, PMU

NHA Ref: **FA - 070123**

Date: Saturday 07th January 2023

SUBJECT: **Request Mobilization Payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for the Games Village to Alrico Construction - Lot 3, Carpentry Works.**

Dear ED,

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

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Mobilization for Hostel P2 – 05	20%	$85,471.18

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

Kind regards,

Frank B Arebaio
Project Engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

Signature Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved
✓	

Cc. FC

INVOICE

ALRICO CONSTRUCTION
Mt. Austin Heights
7950762/7495881

Date: 19/12/2022
Invoice No.: 10040

Bill To:
National Hosting Authority
(NHA)
Project Management Unit (
PMU)
Honiara

Qty	Item	Description	Unit Price	Total
1	Mobilization Claim	20% of contract SUM	$85,471.18	$85,471.18

ALRICO CONSTRUCTION
Common Seal

Total **$85,471.18**

Balance Due **$85,471.18**

BANK DETAILS

ACCOUNT NAME: ALRICO CONSTRUCTION
BANK NAME: BRED BANK SOLOMON ISLANDS
ACCOUNT NO: 20033211123024

NOTE: WITHHOLDING TAX EXEMPTION LETTER FOR ALRICO CONSTRUCTION ATTACHED

Please contact us for more information about payment options.

Thank you for your business.

IMPROVING THE LIFE OF **SOLOMON ISLANDERS**
Inland Revenue Division Solomon Islands

18th March 2022

Managing Director
Alrico Construction
Mt. Austin Heights Area
East Honiara
Honiara
Solomon Island

Attention: Alfred M Ri'ibako

Dear Sir,

RE: WITHHOLDING TAX EXEMPTION ON CONTRACTING INCOME – TIN# 1179822.

I acknowledged receipt of your request dated 07th March 2022 regarding the above.

After considering your request, approval have been granted to exempt Alrico Construction [TIN: 1179822] from withholding tax deductions from contracting income payments for the financial year ended 31st December 2022.

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

Yours sincerely,

INLAND REVENUE DIVISION
M.O.F.
26 MAR 2022
SOLOMON ISLANDS

Eric Saelea
Deputy Commissioner – Technical & Policy
For: Commissioner Inland Revenue Division

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

Tel: 28242

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

PROGRESS PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Payment No. 1		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	SINU (Panatina Campus) - Lot 3 - Carpentry Works for Hostel P205-Girls Dormitory		
Contractor:	Alrico Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator:	Elwyn Maetia	**Date Invoice Received:**	19-Dec-22
		Date Issued for payment:	09-Jan-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 427,355.90		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$ 85,471.18	$ 85,471.18	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$ 85,471.18**		
9	**Original Contract Value**	**$ 427,355.90**		
10	**Total Adjusted Contract Value**	**$ 427,355.90**		
11	**Balance of Contract Payment**	**$ 341,884.72**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 85,471.18	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 85,471.18	

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract (Contract No: GTB-GFC09/22)

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* — *Date* 09/01/23

Complianced and approved by: ..... *Peter Himane (Contract Manager)* — *Date* 09/01/2023

Claim is hereby approved for payment by: ..... *Eldon Tepa (Executive Director - PMU)* — *Date* 9/1/23

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

CONTRACT AGREEMENT

FOR

LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 3 – SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS)

CARPENTRY WORKS FOR HOSTEL P205-GIRLS DORMITORY

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ALRICO CONSTRUCTION

(GTB-GFC09/22)

December 2022

Table of Contents

CONTRACT AGREEMENT 2
SECTION II: GENERAL CONDITIONS OF CONTRACT 6
SECTION III: APPLICABLE CONDITIONS OF CONTRACT 15
SECTION IV: PAYMENT SCHEDULE 19
SECTION V: SCOPE OF WORKS/ SPECIFICATIONS 20
SECTION VI: SITE MAP & LOCATION OF THE SCHOOL 21
SECTION VII: LIST OF LABOURERS 22
SECTION VIII: LIST OF MACHINERIES & EQUIPMENT 23
SECTION IX: WORKS SCHEDULE 24
SECTION X: ANNEXES TO THE CONTRACT 25

CONTRACT AGREEMENT

THIS AGREEMENT made on this **16th December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

ALRICO CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Alfred Riibako,** herein the Managing Director of **Alrico Construction,**

WHEREAS the Purchaser desires that the Works known as **Upgrade of Schools for the Pacific Games Villages 2023** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

The Purchaser and the Contractor (herein referred as parties) agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.

4. The total Price shall be **SBD$ 427,355.90.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority**.

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS)

    Name of Building: HOSTEL P205-GIRLS DORMITORY

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.

13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:

a. *Tender Award Letter*
b. *Worker's Compensation Certificate*
c. *Police Clearance Certificates*
d. *Other documents attached as additional Annexes to the Contract*

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Alfred Riibako
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Alrico Construction
Date:	20/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director PMU

Date: 16/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Application

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

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

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

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

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

Article 4 Guarantee

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

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

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

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

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

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

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

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

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

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

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

Article 7 Method of Notification

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

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

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

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

Article 8 Confidentiality

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

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

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

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

FINANCIAL PROVISIONS

Article 9 Prices

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

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

Article 10 Invoicing and payment

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

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

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

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

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

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

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

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

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

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

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

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

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

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

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

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

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

Article 19 Assignment of rights and obligations under the Contract

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

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

Article 20 Insurance

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

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

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

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

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

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** Alrico Construction Mount Austin Heights Honiara Solomon Islands Email: alricoconstruction@gmail.com Mob: 7495881 **c. THE LOCATION SITE IS:** LOT 3 - SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS): HOSTEL P205-GIRLS DORMITORY
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Frank Arebaio Project Management Unit National Hosting Authority Email: FArebaio@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**

		Alfred Riibako Alrico Construction Mount Austin Heights Honiara Solomon Islands Email: alricoconstruction@gmail.com Mob: 7495881
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractors performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule.

CONTRACT VALUE			SBD$ 427,355.90
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	**$ 85,471.18**	**$ 85,471.18**
Payment No.2	35% payment shall be paid upon completion of carpentry works for Hostel P205 – Ground Floor	**$ 149,574.57**	**$ 149,574.57**
Payment No.3	35% payment shall be paid upon completion of carpentry works for Hostel P205 – Top Floor and issuance of Certificate of Practical Completion	**$ 149,574,57**	**$ 149,574,57**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$42,735.59**	**$42,735.59**
TOTAL			**$ 427,355.90**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

Contents

1.0 INTRODUCTION 1

Fig 1. General map location 1

Fig 2. General house layout. 1

2.0 SUMMARY OF MAJOR TASKS 2

3.0 CARPENTRY WORKS 2

3.10 Bed rooms 2

3.11 Windows 2

3.12 Doors 2

3.13 Ceiling 2

3.14 Interior wall 2

3.15 Floor 2

3.16 Wardrobe 3

3.20 Ablution and Laundry 3

3.21 Windows 3

3.22 Doors 3

3.23 Ceiling 3

3.24 Interior wall 3

3.25 Floor 3

3.26 Laundry, sink/wash basin 3

3.30 Corridor and Veranda 4

3.31 Windows 4

3.32 Ceiling 4

3.33 Exterior wall 4

3.34 Floor 4

4.0 HOSTEL P2-05 – PHOTOS 5

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

1.0 INTRODUCTION

The Project Management Unit requirements for the renovation works of SINU Panatina Hostel P2-05 is as specified below. All Materials for the works shall be provided for the Contractor, the contractor shall provide all labor, tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

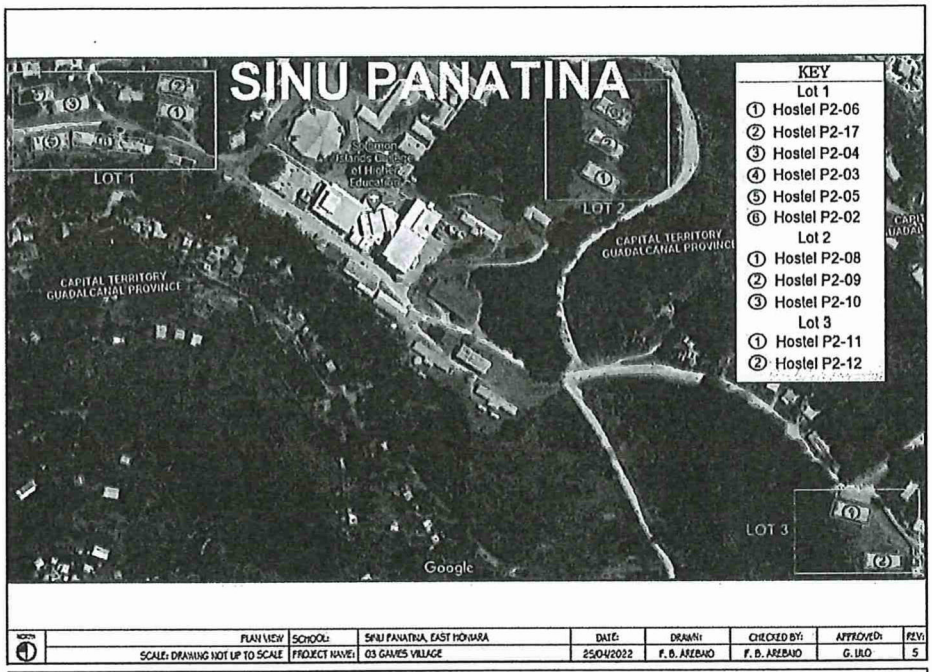


Fig 1. General map location.

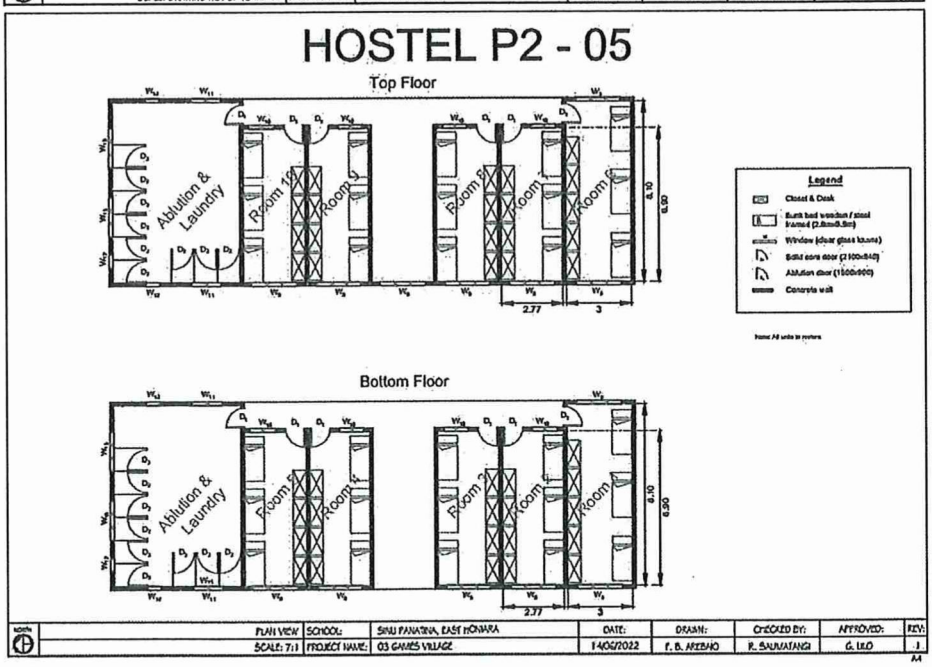


Fig 2. General house layout.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

2.0 SUMMARY OF MAJOR TASKS

- Renovation of total of 8 bed rooms & 1 common room.
- Renovation of 2 Ablutions & 1 laundry area.
- Renovation of corridor & walkways.
- Excludes attached staff house at Eastern end of building.
- Interior and specified exterior painting work, includes varnishing.

3.0 CARPENTRY WORKS

3.10 Bed rooms

3.11 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat white paint on the window frame and wooden window blades color to be specified by client.

3.12 Doors

- ✓ Replace broken wooden doors, door frames & architraves where necessary.
- ✓ Replace door lockset & dead bolt lock only if necessary.
- ✓ Replace broken doors with new doors; new doors to be installed with new 3xbutt hinges, stainless steel entrance knob lockset & double cylinder dead bolt lock.
- ✓ Apply two coat paint onto door frames and on doors, color to be specified by client.

3.13 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Carefully remove then reuse existing skirting.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.14 Interior wall

- ✓ Replace broken FC fiber walls with new FC fiber sheets.
- ✓ Carefully remove then reuse existing skirting.
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.

3.15 Floor

- ✓ Remove broken or old vinyl tiles.
- ✓ Wash clean bed rooms concrete floor and prepare surface to receive vinyl tiles for bottom floor rooms only.
- ✓ Carefully remove existing bullnose.
- ✓ Clean and sand floor surface then apply two coat varnish on top floor bed rooms only.

- ✓ Install reused existing bullnose.

3.16 Wardrobe

- ✓ Replace all broken and old wardrobes.
- ✓ Replace hinges, handle & hasp and staples if necessary.
- ✓ Wash clean wardrobes and apply two coat paint color to be specified by client.

3.20 Ablution and Laundry

3.21 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat paint on the window frame and wooden window blades color to be specified by client.

3.22 Doors

- ✓ Replace broken wooden doors, door frames & architraves were necessary.
- ✓ Replace door lockset only if necessary.
- ✓ Replace broken doors with new doors; new doors to be installed with new 3xbutt hinges & stainless-steel entrance knob lockset.
- ✓ Apply two coat paint onto door frames and two coat paint on doors color to be specified by client.

3.23 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.24 Interior wall

- ✓ Replace old or broken FC fiber shower and toilet partition walls with new FC fiber sheets.
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.
- ✓ Replace broken wall tiles. Surfaces to receive wall tile shall be rough to allow strong bonding between tile concrete surface and tile.

3.25 Floor

- ✓ Strip off old or damaged floor tiles.
- ✓ Wash and clean surface to replace with new ceramic tiles.

3.26 Laundry, sink/wash basin

- ✓ Wash clean existing wash basin/sink.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

3.30 Corridor and Veranda

3.31 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat paint on the window frame and wooden window blades color to be specified by client.

3.32 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.33 Exterior wall

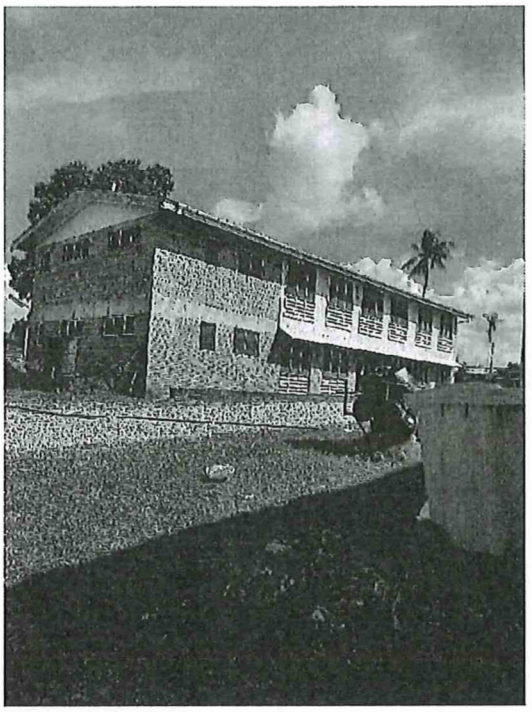
- ✓ Replace old or broken FC fiber walls with new FC fiber sheets.
- ✓ Wash clean concrete Exterior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint color to be specified by client.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint color to be specified by client.

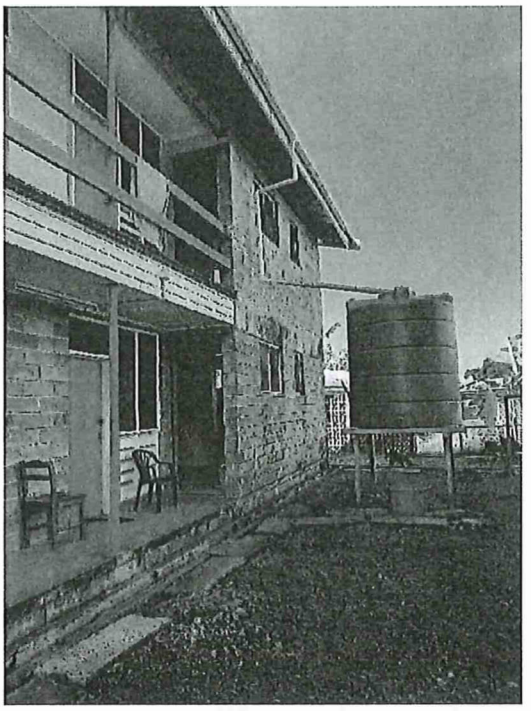
3.34 Floor

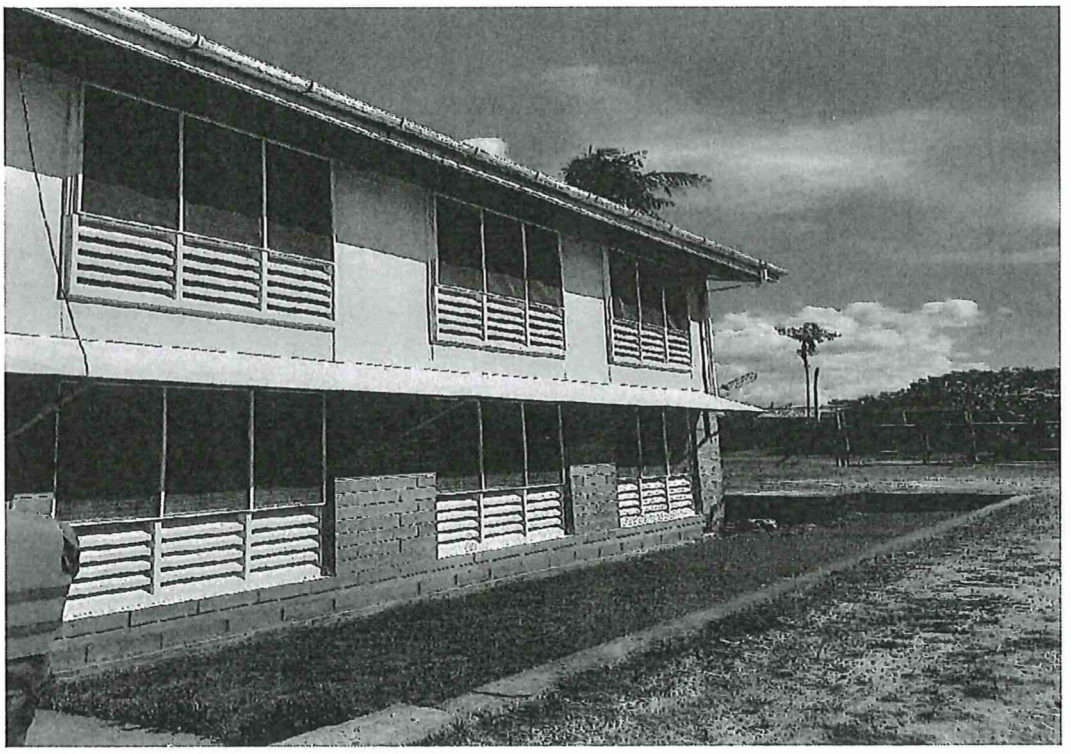
- ✓ Clean and sand top floor timber surface then apply two coat varnish.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

4.0 HOSTEL P2-05 – PHOTOS







SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

PACIFIC GAMES
SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Alfred Mcdacascos Riibako
Managing Director
Alrico Constructions
Mount Austin Heights
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – SINU PANATINA / CARPENTRY / A41 / Lot 3

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract **for labour based supply for the Games Village Upgrade Works.**

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

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

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3/11/22
Sign:
National Hosting Authority

Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

ANNEX III: POLICE CLEARANCE CERTIFICATES

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

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

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

Department Compliance performed by:

Signed: _____

HAZEL HINAI

Name and Position: CADET CA - ELECTRICAL

Date: 9/01/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: _____

Date: .....

Finance Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	06/03/2023 13:54
Transaction Number:	AGB91405

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 276,712.94
Transfer From Amount: SBD 276,712.94
Indicative :
My Reference: Paymnt 2 & 3-FNL

Payment Details

Account Name: Alrico Construction
Account Number: 20033211123024
Bank Name: Bred Bank
Reference To Payee : Inv#10041 -10042

PAID DATE 14/3/23 CHQ No. IB

Pay Date : 06/03/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
06/03/2023 13:54 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
06/03/2023 14:23 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
14/03/2023 14:45 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
14/03/2023 14:45 Debbie Ofaeri Sifoni
Transaction Processed
* *

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Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Held for Authorisation
Date / Time:	06/03/2023 13:54
Transaction Number:	AGB91405

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 276,712.94
Transfer From Amount: SBD 276,712.94
Indicative :
My Reference: Paymnt 2 & 3-FNL

Payment Details

Account Name: Alrico Construction
Account Number: 20033211123024
Bank Name: Bred Bank
Reference To Payee : Inv#10041 -10042

Pay Date : 06/03/2023



Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
06/03/2023 13:54 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
* *

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

PAYMENT VOUCHER	
DATE	2/03/2023

ALRICO CONSTRUCTION
Mt.Austin Heights
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $276,712.94

Payment 3/3 (35%) & Final Payment No.03 (35%) - of Completion LOT 3, SINU Panatina Carpentry Works

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
10040	00000990	11/01/2023	$395,304.21	$79,060.84	$276,712.94

NATIONAL HOSTING AUTHORITY FINANCIAL CONTROLLER SOL2023 PACFIC GAMES 6/3/23

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL2023 PACIFIC GAMES 6/3/23

Payment Voucher Prepared By: _____ Date: 02/03/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

ALRICO CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE -SINU PANATINA CAMPUS / CARPENTRY / HOSTELP205 /LOT 3

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			427,355.90				
13/01/2023	No.1	20%	85,471.18		6,410.34	79,060.84	PAID
	No.2	35%	149,574.57		11,218.09	138,356.47	Payment in progress
	No.3	35%	149,574.57		11,218.09	138,356.47	Payment in progress
	No.4 - RETENTION	10%	42,735.59		3,205.17	39,530.42	
			-		-	-	
TOTAL			*427,355.90*	-	*32,051.69*	*395,304.21*	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 528/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	L.S	Request payment for progress Claim No. 2 (35%) for completion of 50% of works for SINU Panatina Hostel P2-05 Lot 3, to Alrico Constructin. (Contract No: GTB-GFC09/22)	Alrico Constructin	INV # 10041	$149,574.57
				TOTALS	$149,574.57

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $149,574.57 Date: 24/03/23

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-2777

Account Name: other Local ~~Travel~~ Cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 28/3/23

Post: EXECUTIVE DIRECTOR, PMU

Department: GFC - PMU

Authority is granted for expenditure not exceeding:

SBD$ 149,574-52

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: Leeroy. B Date: 1/03/23

Position: PCM

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU

From: Graham Lilo, PMU

NHA Ref: **GKL - 230223**

Date: Thursday 23rd February 2023

SUBJECT: **Approval of Payment for Progress Claim No. 2 (35%) for completion of 50% of work for SINU PANATINA Hostel P2-05 LOT 3 - Alrico Construction.**

Dear ED,

As per *Part IV "Payment Schedule"* of the Contract between NHA and **Alrico Construction,** 35% payment shall be made upon completion of all works for top floor, however, due to additional work, storage, and material procurement issues, we have adjusted our work schedule to start work on both floors. After site assessment, more than 50% of carpentry works has been done, and thus are now eligible to claim for payment 2as per contract.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Payment 2	35%	$149,574.57

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

Kind regards,

Graham Lilo
Project engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

Signature ..... Date 1/3/23

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

INVOICE

Date: 20/02/2023
Invoice No.: 10041

ALRICO CONSTRUCTION
Mt. Austin Heights
7950762/7495881

Bill To:
National Hosting Authority (NHA)
Project Management Unit (PMU)
Honiara

Qty	Item	Description	Unit Price	Total
1	Progress Claim 1	35% claim - P2-05 Building at Sinu, Panatina	$149,574.56	$149,574.56

ALRICO CONSTRUCTION Common Seal

Total $149,574.56

Balance Due $149,574.56

24/02/2023

BANK DETAILS

ACCOUNT NAME: ALRICO CONSTRUCTION
BANK NAME: BRED BANK SOLOMON ISLANDS
ACCOUNT NO: 20033211123024

NOTE: WITHHOLDING TAX EXEMPTION LETTER AND TAX CLEARANCE LETTER FOR ALRICO CONSTRUCTION ATTACHED

Please contact us for more information about payment options.

Thank you for your business.

IMPROVING THE LIFE OF SOLOMON ISLANDERS
Inland Revenue Division Solomon Islands

1st December 2022

Managing Director
Alrico Construction
Mt. Austin Heights Area
East Honiara
Honiara
Solomon Island

Attention: Alfred M Ri'ibako

Dear Sir,

RE: REQUEST FOR WITHHOLDING TAX EXEMPTION ON CONTRACTING INCOME [TIN# 1179822] FOR YEAR 2023.

I acknowledged receipt of your letter dated 22nd November 2022, regarding the above.

I am pleased to inform you that the Commissioner of Inland Revenue Division has considered and approved **ALRICO CONSTRUCTION – TIN# 1179822** withholding tax exemption on contracting income for the whole of year 2023, pursuant to section 37(1) of the Income Tax Act (Cap. 123)

This exemption is granted on the condition that you must pay:

a. Your provisional tax on time and in full and;
b. Lodge your income tax returns by the due date or extended due date.

This exemption can be withdrawn if the above conditions are not met.

This exemption is effective on the 1st January 2023 and expires on the 31st December 2023.

Yours sincerely,

INLAND REVENUE DIVISION M.O.F. 01 DEC 2022 BY: SOLOMON ISLANDS

Eric Saelea
Deputy Commissioner – Technical & Policy
For: Commissioner Inland Revenue Division

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

Tel: 28242

IMPROVING THE LIFE OF SOLOMON ISLANDERS
Inland Revenue Division Solomon Islands

Solomon Islands Inland Revenue Division

TAX CLEARANCE CERTIFICATE

Number: TCC – 61

THIS IS TO CERTIFY THAT: ALRICO CONSTRUCTION

TAXPAYER IDENTIFICATION NUMBER (TIN): 1179822

Is tax compliant as at the Date of This Certification, meaning that the Person -

- is not in default in complying with the requirements of a tax law in relation to the filing of tax returns and the payment of tax; and
- is not in breach of any arrangement, including an instalment arrangement entered into with the Commissioner for the payment of tax; and
- not otherwise in breach of an obligation under or arising under a tax law.

Date of This Certification: 13th February 2023

Date of Validity: From 13th February 2023 to 13th April 2023.

INLAND REVENUE DIVISION
TAX CLEARANCE
15 FEB 2023
BY:
SOLOMON ISLANDS

Eric D Saelea
Deputy Commissioner – Technical & Policy
Inland Revenue Division

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

PROGRESS PAYMENT CERTIFICATE NO: L3PC - 02

Payment Schedule Name:	Progress Payment Claim 2 (35%).		
Project Name:	Labour-based Contract for Upgrade of Schools for the Games Village (Lot3)		
Contractor:	Alrico Construction		
Project Manager	Graham Lilo	**Certificate:**	L3PC - 02
Contract Administrator:	Peter Himane	**Date Invoice Received:**	23-Feb-23
		Date Issued for payment:	23-Feb-23
		Contract No:	GTB 09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Sum	**$ 427,355.90**		
1	Mobilization Costs (20%)	$ 85,471.18	$ 27,406.93	Paid
2	Progress Claim No. 2 (35%)	$ 149,574.57	$ 149,574.57	This Claim
3				
4	**Progress Claim to date**	**$ 235,045.75**		
5	**Original Contract Value**	**$ 427,355.90**		
6	**Total Adjusted Contract Value**	**$ 427,355.90**		
7	**Balance of Contract Payment**	**$ 192,310.15**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 149,574.57	
	Retention-Purchaser retains 5% of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 149,574.57	

Payment is certified as conform to payments terms and conditions as stated in article 10:

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* 24/02/23 *Date*

Compliianced and approved by: ..... *Peter Himane (Contract Administrator)* 24/02/23 *Date*

Claim is hereby approved for payment by: ..... *Eldon Tepa (Executive Director - PMU)* 28/2/23 *Date*

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

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

SITE PROGRESS REPORT **Date: 23th February 2023**

CONTRACT NO: **GTB-GFC09/22 – LOT 3**

CONTRACT NAME: **Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 3 SINU Panatina – Carpentry works.**

CONTRACTOR NAME: **ALRICO CONSTRUCTION**

COMMENCEMENT DATE: **27th December 2022**

1.0 INTRODUCTION:

In preparation for the sol2023 Pacific Games, Games Village is one of the important facilities for the games that will accommodate all athletes from different countries that will be competing in the upcoming event. As such, SINU Panatina Campus is part of the games Village for the upgrading exercise.

FINANCIAL SUMMARY:

- CONTRACT AMOUNT: $427,355.90
- MOBILIZATION PAYMENT RECEIVED: Progress Payment 1- 20%

SCHEDULE OF PAYMENT:

********** (insert payment schedule) of the contract

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 29th January 2023, which shall be the effective date of this report. Thus, this report is purposely to provide an up-to-date progress of the project, purposely for the release of progress payment 2 under the contract as requested by the Contractor Alrico Construction.

3.0 THE REPORT:

Attached is the weekly report which summarises progress and miles stone achieved to date.

4.0 CONTRACT ISSUES: NO

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING
AUTHORITY
P.O Box 2443
Honiara
Solomon Islands

Info@sol2023.com.sb
+677 7308800
Sol2023 XVII Pacific Games

5.0 SITE ISSUE:

- One of the main factors that hinders the ongoing progress of the works is the supply of materials to site on time by the suppliers.

6.0 REMEDY:

- Project site engineers are encouraged to spend 80% input in ordering materials and liaise with the contractors for ordering of required materials needed for the construction phase.
- Most materials have been self-collected by contractor and thus delivery dockets collected later by Project Engineer, but always confirmed first via WhatsApp by P.E and Lynnette (SSS Officer) before self-pickup.

7.0 OTHERS:

8.0 PHOTOS: See attached weekly report

9.0 CONCLUSSION:

Alrico Construction has done 88% of all works, and as summarized in weekly report is qualified to claim 2nd payment of 35% contract value.

COMPILED BY:



FRANK BARAKA AREBAIO
Site Project Engineer
Project Management Unit (PMU)

National Hosting Authority

Project Management Unit

WEEKLY SITE REPORT

Period: 23th Jan. 2023 - 29th Jan. 2023	**Lot No:** 3
Project Title: 03 Games Village - Schools Upgrade	
Location: Hostel P2-05	**Contractor's Name :** Alrico Construction

WEATHER SUMMARY

WEEK DAYS	WEATHER CONDITION	Down Time
Monday	Cloudy	-
Tuesday	Cloudy/Rain	-
Wednesday	Fine	-
Thursday	Rain	-
Friday	Fine	-
Saturday	Sunny	-
Sunday	Fine/Cloudy	-
Total Down Time		-

MATERIAL SUMMARY

MATERIALS ON SITE	QUANTITY	SUPPLIER'S NAME
P.O - 01	NON - All used up	SSS
P.O - 02	NON - All used up	SSS
P.O - 03	NON - All used up	SSS
P.O - 04	NON - All used up	SSS

PERSONNEL'S SUMMARY

WORK FORCE CATEGORY	NO.	TOTAL WEEKLY MANLY HOUR
Supervisor	1 (Male)	
Foreman	1 (Male)	
HE Operator		
Driver	1 (Male)	
Skill Labor	4 (Male)	
General Labor	5 (Male)	
Others		
TOTAL		

CONTRACTOR ACTIVITIES SUMMARY		
BOQ No	**Work completed**	**Work In progress**
2	Site Establishment (Clean up)	100%
3	Remove broken ceiling sheets	100%
4	Install ceiling with new FC sheets	100%
5	Replace broken room interior walls	100%
6	Remove existing window mesh/frame	100%
7	Replace louvre frames with palmair louvre frames	40%
8	Replace broken wardrobes	80%
9	Replace broken doors and architraves	100%
10	Wash clean/prep b.room floor surface & intall vinyl tiles	80%
11	Clean, Sand prep & Varnish room floors and corridor	80%
12	Remove tiles, clean/prep ablution floor surface to intall ceramic tiles	80%
13	Painting interior wall, window, doors, frames, ceiling	90%
14	Painting exterior walls	90%
		Overall Progress
		88%



Fig.1 Paint rails, fascia board, window frames ceiling and wall



Fig.2 Install new doors for bottom floor rooms



Fig.3 Install drawer handles, drawers painted



Fig.4 Window frames and exterior walls painted

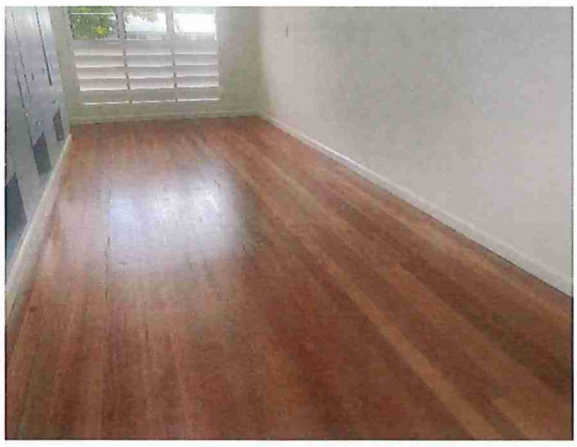


Fig.5 Top floor bedrooms varnished two coats



Fig.6 Bottom floor rooms all new vinyl tiles changed



Fig.7 Interior walls and louvre frames and louvre glasses installed, existing ones

ALRICO CONSTRUCTION

Mt. Austin Heights
Honiara



Project: P2-05 Hostel, SINU, Panatina Campus

Client: National Hosting Authority (NHA)

19th February, 2023

Engineer
NHA

Attention: Frank Arebaio

Re: P2-05 Building – SINU, Pantina Campus

Dear Frank,

I have attached progress report for the refurbishment work that has been completed for the above building. Inspection of the building by NHA project team was conducted successfully.

Kind regards

Alfred RIIBAKO
Managing Director
Alrico construction

Location Maps (insert google map for P2-05) building



General Information:

Report by:	Managing Director
Date:	19/02/2023
Project Name:	P2-05 Double Storey Hostel
Project Address:	SINU, PANATINA CAMPUS
Report number:	1
Application for Payment:	2
Construction Commenced:	27/12/2022
Expected Completion Date:	17/01/2023
Actual Completion Date:	16/02/2023
Reason for Delay:	Delay of Materials by NHA preferred Suppliers

Construction Summary:

Alrico construction had the opportunity of working with the National Hosting Authority (NHA) in the renovation work at SINU, Panatina campus. We were responsible for **Hostel P2-05**. This is a double storey building with ten rooms and two ablution blocks. Renovation work happened simultaneously on both floors of the building. Work that was carried out downstairs include the removal of vinyl tiles from all the rooms, painting of the rooms, replacement of window battens, replacement of old doors with solid core doors, and painting of all windows. As for the top floor, sanding was done to remove existing varnish from all the rooms and two coats of varnish were added. Painting was also done to both interior and exterior walls. Window battens in the rooms at the top floor were also replaced with new ones and painted. For the ablution blocks, bathroom walls were removed and remade before the installation of new bathrooms tiles.

Additional works also completed that were not in the scope provided by NHA include the following:

1. cleaning and painting of facia board with sky blue paint
2. Replacement of old decking on the top floor with VASA decking and painting it with mission brown stain.
3. Painting of all Rafter ends with off-white colour

Carpentry Works

TOP FLOOR - All Works required completed

Bed rooms

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Doors (Completed)

- ✓ All Doors removed
- ✓ Door frames Cleaned and sand
- ✓ Gaps filled
- ✓ First coat applied to door frames
- ✓ Second coat applied to door frames
- ✓ Doors installed
- ✓ Locks installed
- ✓ 2 coats of sky blue colour applied to doors

Ceiling (Completed)

- ✓ Gap Fillers applied to existing gaps in the ceiling
- ✓ Ceiling Cleaned
- ✓ First coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat applied

Interior Walls (Completed)

- ✓ Gap Fillers applied where there exists Gaps
- ✓ Interior Walling Cleaned
- ✓ first coat of off-white paint applied
- ✓ observe for gaps to be filled and applied gap filler
- ✓ Final coat of off-white applied

Floor(Completed)

- ✓ sanding using Rough sand applied first
- ✓ any gaps visible are filled using fine sawdust and Varnish
- ✓ Smooth sanding applied
- ✓ First coat of Semi-Gloss varnish applied
- ✓ hand sand papers used on the floor surface to ensure smoothness of the floor before final coat of varnish to be applied
- ✓ Last coat of varnish applied

Wardrobe (Completed)

- ✓ cleaned and dusts removed
- ✓ gap fillers applied to gaps
- ✓ handles removed and replaced with new ones
- ✓ First coat of sky blue acrylic paint applied.
- ✓ Second coat of sky-blue paint applied

Window battens (Completed)

- ✓ all battens removed
- ✓ new battens installed
- ✓ Undercoat paint applied
- ✓ gap filler applied where gaps existed and fine sanding applied
- ✓ Final coat of gloss paint applied

Exterior walls (Completed)

- ✓ Washed to clean
- ✓ First coat of off-white oil based applied
- ✓ Second coat of off-white oil based applied

Ablution Blocks and Laundry (All works required completed)

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Doors(Completed)

- ✓ Removed
- ✓ Old Paints scraped
- ✓ undercoat Applied
- ✓ First and second Coat applied

Ceiling (Completed)

- ✓ Gap Fillers applied to existing gaps in the ceiling
- ✓ Ceiling Cleaned
- ✓ First coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat applied

Interior walls (Completed)

- ✓ Gap Fillers applied where there exists Gaps
- ✓ Interior Walling Cleaned
- ✓ first coat of off-white paint applied
- ✓ observe for gaps to be filled and applied gap filler
- ✓ Final coat of off-white applied

Floor (Completed)

- ✓ Tiles cleaned using Tile detergent cleaner
- ✓ Water Blaster used to remove dirt

Laundry sink Area (Competed)

- ✓ Old Ceramic tiles removed
- ✓ New Ceramic Tiles installed

Window battens (Completed)

- ✓ all battens removed
- ✓ new battens installed
- ✓ Undercoat paint applied
- ✓ gap filler applied where gaps existed and fine sanding applied
- ✓ Final coat of gloss paint applied

Bottom Floor – All works required Completed

Bed rooms

Windows (All Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Doors (Completed)

- ✓ All Doors removed
- ✓ Door frames Cleaned and sand
- ✓ Gaps filled
- ✓ First coat applied to door frames
- ✓ Second coat applied to door frames
- ✓ Doors installed
- ✓ Locks installed
- ✓ 2 coats of sky blue colour applied to doors

Ceiling (Completed)

- ✓ Gap fillers applied to existing gaps in the ceiling
- ✓ Ceiling cleaned
- ✓ First Coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat Applied

Interior Walls (Completed)

- ✓ Gap Fillers applied where there exists Gaps
- ✓ Interior Walling Cleaned
- ✓ first coat of off-white paint applied
- ✓ observe for gaps to be filled and applied gap filler
- ✓ Final coat of off-white applied

Floor (Completed)

- ✓ Old Vinyl Tiles removed
- ✓ Floor surface cleaned and allow to dry
- ✓ laying of new vinyl tiles in all the rooms

Wardrobe (Completed)

- ✓ cleaned and dusts removed
- ✓ gap fillers applied to gaps
- ✓ handles removed and replaced with new ones
- ✓ First coat of sky blue acrylic paint applied.
- ✓ Second coat of sky-blue paint applied

Window battens (Completed)

- ✓ all battens removed
- ✓ new battens installed
- ✓ Undercoat paint applied
- ✓ gap filler applied where gaps existed and fine sanding applied
- ✓ Final coat of gloss paint applied

Exterior walls (Completed)

- ✓ Washed to clean
- ✓ First coat of off-white oil based applied
- ✓ Second coat of off-white oil based applied

Ablution Blocks and Laundry- All required works completed

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Doors (Completed)

- ✓ Removed
- ✓ Old Paints scraped

- ✓ undercoat Applied
- ✓ First and second Coat applied

Ceiling (Completed)

- ✓ Gap fillers applied to existing gaps in the ceiling
- ✓ Ceiling cleaned
- ✓ First Coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat Applied

Interior walls (Completed)

- ✓ Gap Fillers applied where there exists Gaps
- ✓ Interior Walling Cleaned
- ✓ first coat of off-white paint applied
- ✓ observe for gaps to be filled and applied gap filler
- ✓ Final coat of off-white applied

Floor (Completed)

- ✓ Tiles cleaned using Tile detergent cleaner
- ✓ Water Blaster used to removed dirt

Laundry sink area (Completed)

- ✓ Old ceramic tiles removed
- ✓ New Ceramic tiles installed

Window battens (Completed)

- ✓ all battens removed
- ✓ new battens installed
- ✓ Undercoat paint applied
- ✓ gap filler applied where gaps existed and fine sanding applied
- ✓ Final coat of gloss paint applied

Corridor and Veranda (TOP) – All required works completed

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames

- ✓ Install Louvre glasses

Ceiling (Completed)

- ✓ Gap fillers applied to existing gaps in the ceiling
- ✓ Ceiling cleaned
- ✓ First Coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat Applied

Floor (Completed)

- ✓ old decking removed
- ✓ old broken fibro sheets removed
- ✓ new fibro sheets placed
- ✓ new VASA decking installed
- ✓ Painting of Decking using Mission brown Stain

Railing (Completed)

- ✓ Old Paint scaped
- ✓ Anti-rust paint applied
- ✓ first and second coat of sky blue applied

Corridor and Veranda (Bottom) – All works required completed

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Ceiling (Completed)

- ✓ Gap fillers applied to existing gaps in the ceiling
- ✓ Ceiling cleaned
- ✓ First Coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat Applied

Floor (Completed)

- ✓ Washed

ROOFING

Facia board (Completed)

- ✓ Dirt and moss scraped and removed
- ✓ Rotten portion of the F/board removed and replaced with new piece
- ✓ Apply 1st and 2nd coat of sky blue

Rafters (Completed)

- ✓ end of rafters painted with off-white

Guttering (Completed)

- ✓ old gutters removed

Stairs

Railing (Completed)

- ✓ Old paints scrapped and cleaned
- ✓ Anti-rust applied
- ✓ First and second coat of Sky blue applied

Appendix

Comments
Photographs

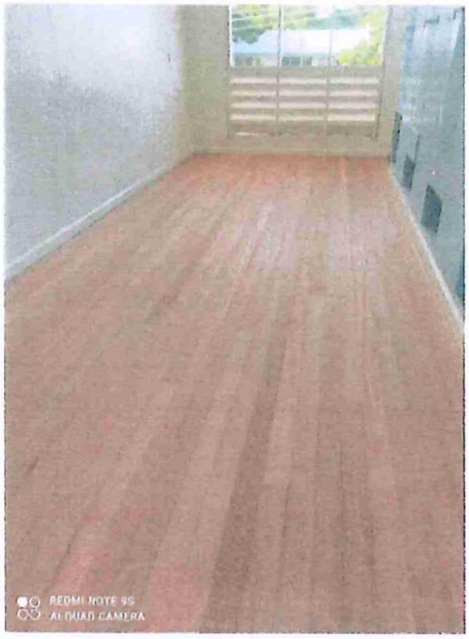
Comments:

1. The type of materials provided by suppliers can have some effect on the quality of work (Output).
   In our case, we have observed and provide our honest opinion here especially on the following materials that we've worked with that was provided to us by NHA. We think at some stage these may not be long lasting.

   a) Vinyl Tile
   b) Vinyl Tile Glue

The Vinyl Tiles and the Glues used in all the rooms at the bottom floor of P2-05 Hostel building were of poor quality. These materials are supplied by Solomon Sheet Steel. From observation, the presence of water or moist on the floor surface overtime could have significant impact on the tiles especially causing them to either bubble or peel off. If proper glue (yellow colour) had been used such issues anticipated can be avoided. The old vinyl tiles removed were of better quality.

Top Floor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REDMI NOTE 9S
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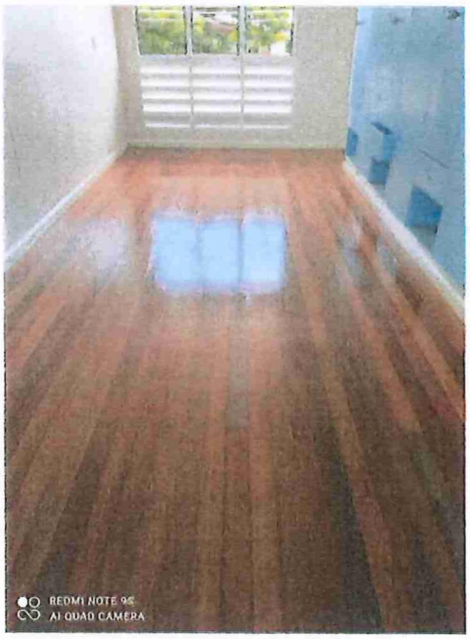
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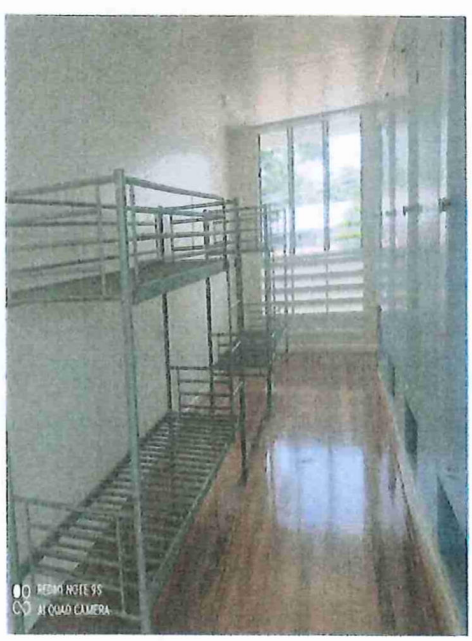
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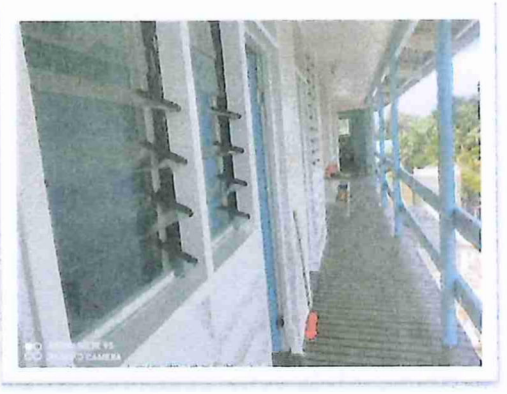
Windows

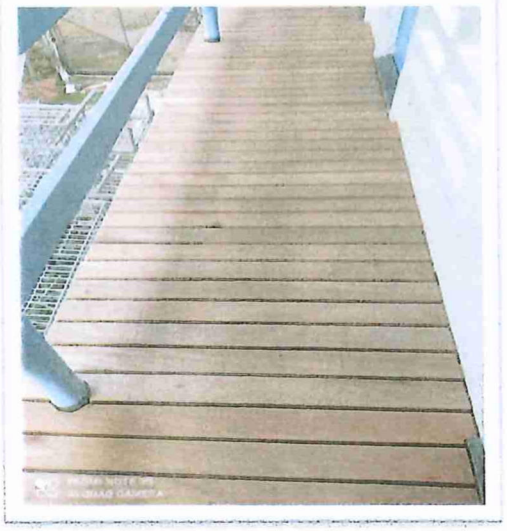


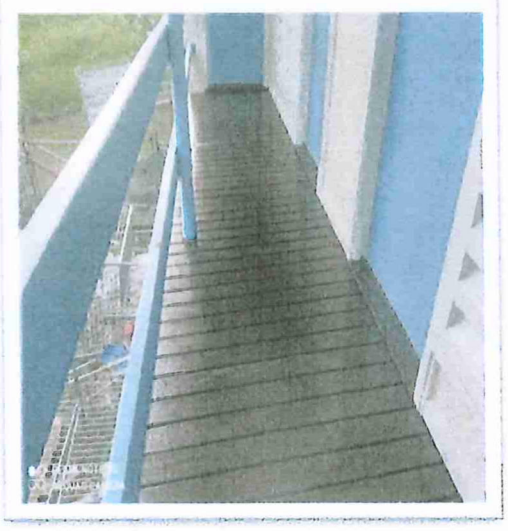




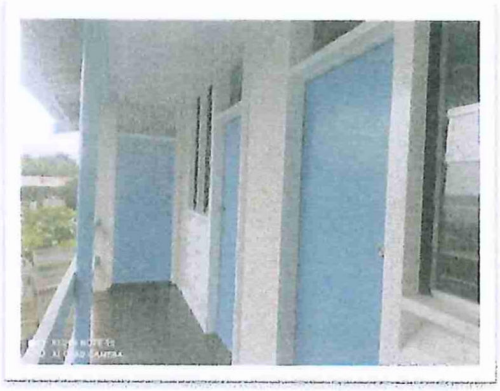


Top Floor Decking





Doors



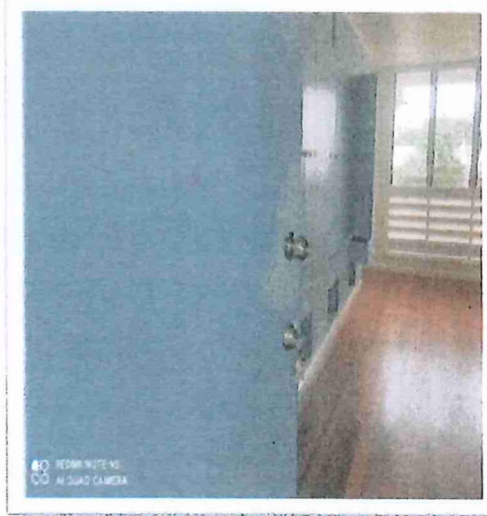






Cupboard

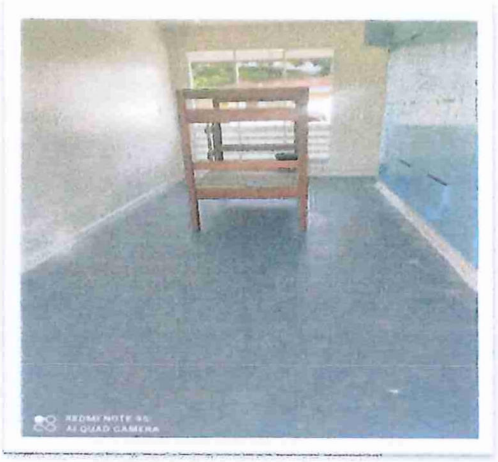




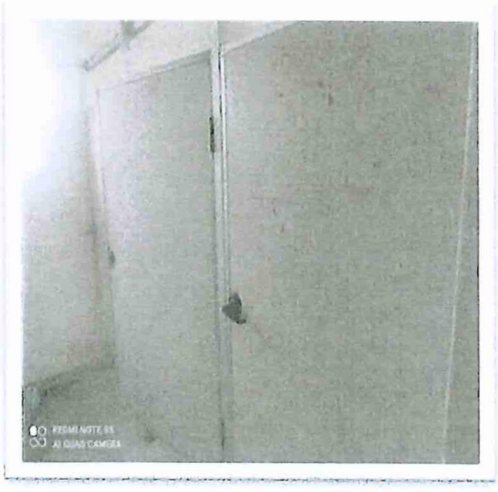
Ground Floor

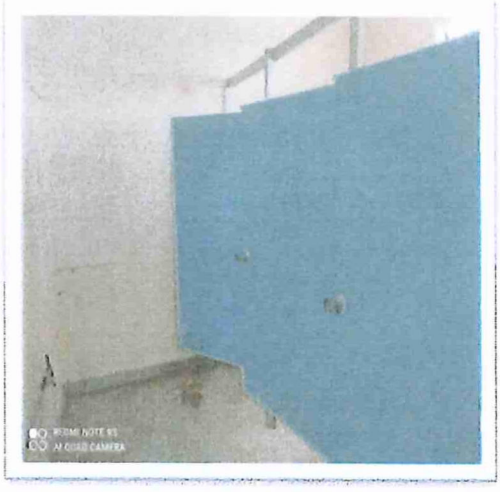






Bathroom Doors

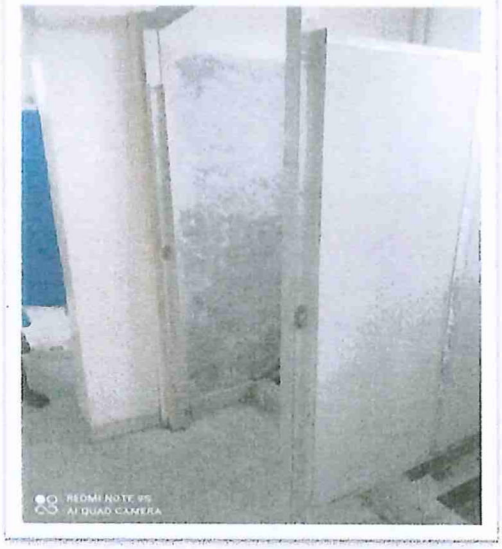




Bathroom



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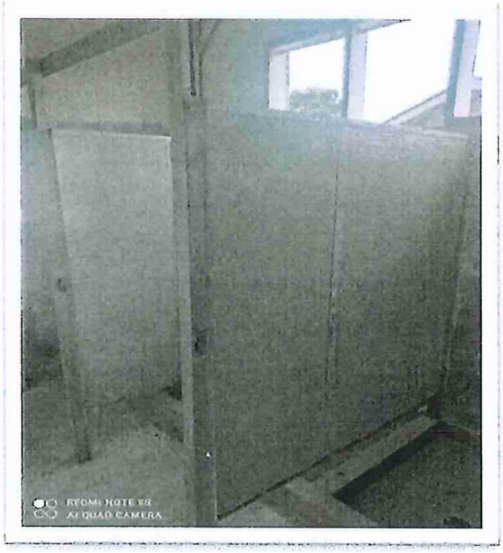
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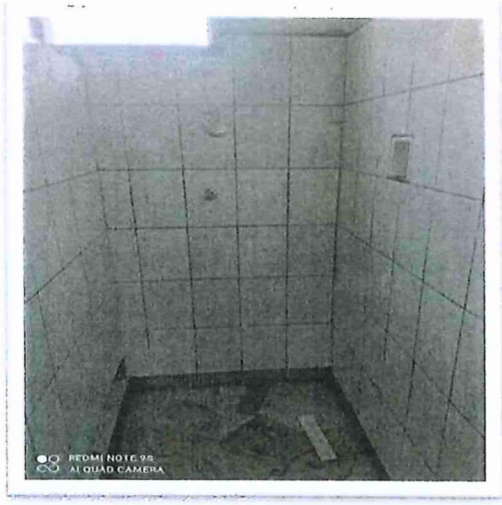
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REDMI NOTE 9S
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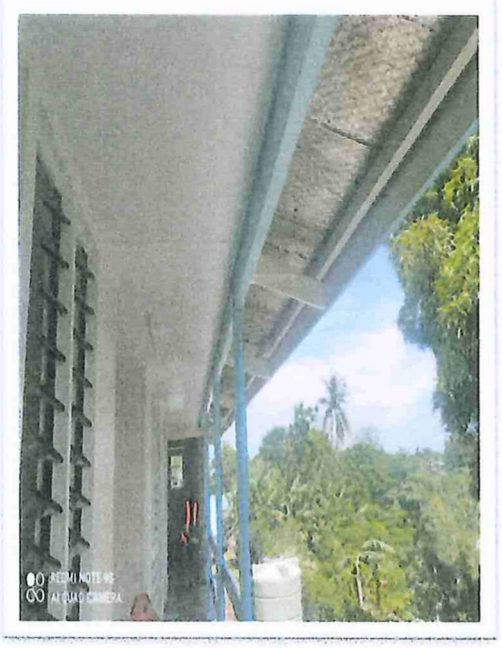
Facia board & Rafter





NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-534/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	L.S	Request approval of payment Claim No. 3 (35%) for Completion of the final 50% of Carpentry works for SINU Panatina, Hostel P205 - Girls Dormitory Lot 3 - to Alrico Construction (Labour-based Contract for Upgrade of Schools for the Games Village. (contract No: GTB-GFC 09/22)	Alrico Construction	INV # 10042	$149,574.57
				TOTALS	$149,574.57

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $149,574.57 Date: 27/02/23

Requisition Officer (Name): PETER HOMANE Sign:

Account Code: G-2717

Account Name: other Local other cost

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 28/2/23

Post: EXECUTIVE DIRECTOR, PMU

Department: GFC - PMU

Authority is granted for expenditure not exceeding:

SBD$ 149,574 - 57

Signed:

Name:

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR

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: Leroy. B Date: 1/03/23

Position: PCM

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU

From: Graham Lilo, PMU

NHA Ref: **GKL - 230223**

Date: Thursday 23rd February 2023

SUBJECT: Approval of Payment Claim No.3 (35%) for completion of final 50% of Carpentry works for S I N U P a n a t i n a , Hostel P205 – Girls Dormitory LOT 3 – to Alrico Construction

Dear ED,

As per *Part IV "Payment Schedule"* of the Contract between NHA and **Alrico Construction,** 35% payment shall be made upon completion of all works for top and bottom floors.

After site assessment carried out on the ***15th of February 2023***, ***final 50% of carpentry works*** has been done, and thus are now eligible to claim for completion payment No.3 as per contract.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Payment No.3	35%	$149,574.57

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

Kind regards,

Graham Lilo
Project engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

Approved	Not Approved
✓	

Signature Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

INVOICE

Date: 20/02/2023
Invoice No.: 10042

ALRICO CONSTRUCTION
Mt. Austin Heights
7950762/7495881

Bill To:
National Hosting Authority (NHA)
Project Management Unit (PMU)
Honiara

Qty	Item	Description	Unit Price	Total
1	Progress Claim 2	35% Claim for Completion of Carpentry work - P2-05 Building at Sinu, Panatina Campus	$149,574.56	$149,574.56

ALRICO CONSTRUCTION Common Seal

Total $149,574.56

Balance Due $149,574.56

BANK DETAILS

ACCOUNT NAME: ALRICO CONSTRUCTION
BANK NAME: BRED BANK SOLOMON ISLANDS
ACCOUNT NO: 20033211123024

NOTE: WITHHOLDING TAX EXEMPTION LETTER AND TAX CLEARANCE LETTER FOR ALRICO CONSTRUCTION ATTACHED

Please contact us for more information about payment options.

Thank you for your business.

IMPROVING THE LIFE OF SOLOMON ISLANDERS
Inland Revenue Division Solomon Islands

1st December 2022

Managing Director
Alrico Construction
Mt. Austin Heights Area
East Honiara
Honiara
Solomon Island

Attention: Alfred M Ri'ibako

Dear Sir,

RE: REQUEST FOR WITHHOLDING TAX EXEMPTION ON CONTRACTING INCOME [TIN# 1179822] FOR YEAR 2023.

I acknowledged receipt of your letter dated 22nd November 2022, regarding the above.

I am pleased to inform you that the Commissioner of Inland Revenue Division has considered and approved **ALRICO CONSTRUCTION – TIN# 1179822** withholding tax exemption on contracting income for the whole of year 2023, pursuant to section 37(1) of the Income Tax Act (Cap. 123)

This exemption is granted on the condition that you must pay:

a. Your provisional tax on time and in full and;
b. Lodge your income tax returns by the due date or extended due date.

This exemption can be withdrawn if the above conditions are not met.

This exemption is effective on the 1st January 2023 and expires on the 31st December 2023.

Yours sincerely,

INLAND REVENUE DIVISION M.O.F. 01 DEC 2022 BY: SOLOMON ISLANDS

Eric Saelea
Deputy Commissioner – Technical & Policy
For: Commissioner Inland Revenue Division

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

Tel: 28242

IMPROVING THE LIFE OF SOLOMON ISLANDERS
Inland Revenue Division Solomon Islands

Solomon Islands Inland Revenue Division

TAX CLEARANCE CERTIFICATE

Number: TCC – 61

THIS IS TO CERTIFY THAT: ALRICO CONSTRUCTION

TAXPAYER IDENTIFICATION NUMBER (TIN): 1179822

Is tax compliant as at the Date of This Certification, meaning that the Person -

- is not in default in complying with the requirements of a tax law in relation to the filing of tax returns and the payment of tax; and
- is not in breach of any arrangement, including an instalment arrangement entered into with the Commissioner for the payment of tax; and
- not otherwise in breach of an obligation under or arising under a tax law.

Date of This Certification: 13th February 2023

Date of Validity: From 13th February 2023 to 13th April 2023.

INLAND REVENUE DIVISION
TAX CLEARANCE
16 FEB
BY:
SOLOMON ISLANDS

Eric D Saelea
Deputy Commissioner – Technical & Policy
Inland Revenue Division

Inland Revenue Division, P.O. Box G9, Honiara, Solomon Islands
Phone: (677) 28242; Fax: (677) 22369

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

PROGRESS PAYMENT CERTIFICATE NO: L3PC - 03

Payment Schedule Name:	Progress Payment Claim 3 (35%).		
Project Name:	Labour-based Contract for Upgrade of Schools for the Games Village (Lot3)		
Contractor:	Alrico Construction		
Project Manager	Graham Lilo	**Certificate:**	L3PC - 03
Contract Administrator:	Peter Himane	**Date Invoice Received:**	
		Date Issued for payment:	27-Feb-23
		Contract No:	GTB 09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	**$ 427,355.90**		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the side	$ 85,471.18	$ 85,471.18	Paid
2	Payment 2 - 35%	$ 149,574.57	$ 149,574.57	Paid
4	Payment 3 - 35% payment shall be upon completion of carpentry works for Hostel P205	$ 149,574.57	$ 149,574.57	This Claim
5	**Progress Claim to date**	**$ 384,620.32**		
6	**Original Contract Value**	**$ 427,355.90**		
7	**Total Adjusted Contract Value**	**$ 427,355.90**		
8	**Balance of Contract Payment (Retention)**	**$ 42,735.59**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 149,574.57	
	Retention-Purchaser retains 5% of this payment pursuant to clause	$ -	
		$ -	
	Amount payable for this claim after Retention	$ 149,574.57	

Payment is certified as conform to payments terms and conditions as stated in article 10:

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* 28/2/23 *Date*

Complianced and approved by: ..... *Peter Himane (Contract Administrator)* 28/2/23 *Date*

Claim is hereby approved for payment by: ..... *Eldon Tepa (Executive Director - PMU)* 28/2/23 *Date*

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

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

CERTIFICATE OF PRACTICAL COMPLETION

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	**PROJECT REF**	04 SINU
NHA PROJECT REF:	03 GV	**CERTIFICATE NO:**	SINU_PAN P205
CONTRACT NO:	GTB 09/22	**DATE ISSUED OF COMPLETION CERTIFICATE**	24/02/2023
CONTRACTOR:	ALRICO CONSTRUCTION	**DLP (Defect Liability Period)**	3 Months
WORK TYPE:	CARPENTRY WORKS	**Lot No:**	Lot 3
PROJECT SITE:	SINU PANATINA CAMPUS	**BUILDING No.:**	P2-05
BUILDING NAME:	HOSTEL P205 - GIRLS DORMITORY		

1. TERMS AND CONDITIONS OF PRACTICAL COMPLETIONS

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

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

goods or equipment.

vi. Defects Liability Period commences thereafter signing and issuance f this certificate for the period mentioned herein and as stated in the contract.

2. *Certification of Completion Endorsement*

i. Inspection of the aforementioned works has been carried out on the 15th February 2023

ii. This is to certify that the Contract Works have been inspected and qualified for Practical Completion on 16th February 2023

iii. The Defects Liability Period commenced on this date and continues for a period of 16th February 2023 to 16th May 2023.

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

Issued by: ..... Graham Lilo (Project Manager) 24/02/2023 (Date)

..... Alfred Riibako Contractor Representative 24/02/2023 (Date)

Signed by ..... Peter Himane Contracts Manager 24/02/2023 (Date)

Signed by ..... Eldon Tepa (Executive Director) 27/2/23 (Date)

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PMU SOLOMON 2023 PACIFIC GAMES

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

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

SITE PROGRESS REPORT **Date: 19th February 2023**

CONTRACT NO: **GTB-GFC09/22 – LOT 3**

CONTRACT NAME: **Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 3 SINU Panatina – Carpentry works.**

CONTRACTOR NAME: **ALRICO CONSTRUCTION**

COMMENCEMENT DATE: **27th December 2022**

1.0 INTRODUCTION:

In preparation for the sol2023 Pacific Games, Games Village is one of the important facilities for the games that will accommodate all athletes from different countries that will be competing in the upcoming event. As such, SINU Panatina Campus is part of the games Village for the upgrading exercise.

FINANCIAL SUMMARY:

- CONTRACT AMOUNT: $427,355.90
- MOBILIZATION PAYMENT RECEIVED: Progress Payment 1- 20%
- PROGRESS PAYMENT RECEIVED: Progress Payment 2- 35%

SCHEDULE OF PAYMENT:

********** (insert payment schedule) of the contract

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 17th February 2023, which shall be the effective date of this report. Thus, this report is purposely to provide an up-to-date progress of the project, purposely for the release of progress payment 3 under the contract as requested by the Contractor Alrico Construction.

3.0 THE REPORT:

Attached is the weekly report which summarises progress and miles stone achieved to date.

4.0 CONTRACT ISSUES: NO

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING
AUTHORITY
P.O Box 2443
Honiara
Solomon Islands

info@sol2023.com.sb
+677 7308800
Sol2023 XVII Pacific Games

5.0 SITE ISSUE:

- One of the main factors that hinders the ongoing progress of the works is the supply of materials to site on time by the suppliers.

6.0 REMEDY:

- Project site engineers are encouraged to spend 80% input in ordering materials and liaise with the contractors for ordering of required materials needed for the construction phase.
- Most materials have been self-collected by contractor and thus delivery dockets collected later by Project Engineer, but always confirmed first via WhatsApp by P.E and Lynnette (SSS Officer) before self-pickup.

7.0 OTHERS:

8.0 PHOTOS: See attached weekly report

9.0 CONCLUSSION:

Alrico Construction has finished all works, and as summarized in weekly report is qualified to claim 3rd payment of 35% contract value.

COMPILED BY:



FRANK BARAKA AREBAIO
Site Project Engineer
Project Management Unit (PMU)

National Hosting Authority

Project Management Unit

WEEKLY SITE REPORT

Period: 13th Feb. 2023 - 19th Feb. 2023	**Lot No:** 3
Project Title: 03 Games Village - Schools Upgrade	
Location: Hostel P2-05	**Contractor's Name :** Alrico Construction

WEATHER SUMMARY

WEEK DAYS	WEATHER CONDITION	Down Time
Monday	Rain	-
Tuesday	Cloudy	-
Wednesday	Fine	-
Thursday	Sunny	-
Friday	Cloudy	-
Saturday	Fine	-
Sunday	Fine	-
Total Down Time		-

MATERIAL SUMMARY

MATERIALS ON SITE	QUANTITY	SUPPLIER'S NAME
P.O - 01	NON - All used up	SSS
P.O - 02	NON - All used up	SSS
P.O - 03	NON - All used up	SSS
P.O - 04	NON - All used up	SSS
P.O - 06	NON - All used up	SSS
P.O - 08	NON - All used up	SSS
P.O - 10	NON - All used up	SSS
P.O - 11	NON - All used up	SSS
P.O - 14	NON - All used up	SSS

PERSONNEL'S SUMMARY

WORK FORCE CATEGORY	NO.	TOTAL WEEKLY MANLY HOUR
Supervisor	1	48
Foreman	1	48
HE Operator		
Driver	1	48
Skill Labor	4	48
General Labor	5	48
Others		
TOTAL		576

CONTRACTOR ACTIVITIES SUMMARY		
BOQ No	**Work completed**	**Work In progress**
2	Site Establishment (Clean up)	100%
3	Remove broken ceiling sheets	100%
4	Install ceiling with new FC sheets	100%
5	Replace broken room interior walls	100%
6	Remove existing window mesh/frame	100%
7	Replace louvre frames with palmair louvre frames	100%
8	Replace broken wardrobes	100%
9	Replace broken doors and architraves	100%
10	Wash clean/prep b.room floor surface & intall vinyl tiles	100%
11	Clean, Sand prep & Varnish room floors and corridor	100%
12	Remove tiles, clean/prep ablution floor surface to intall ceramic tiles	100%
13	Painting interior wall, window, doors, frames, ceiling	100%
14	Painting exterior walls	100%
		Overall Progress
		100%

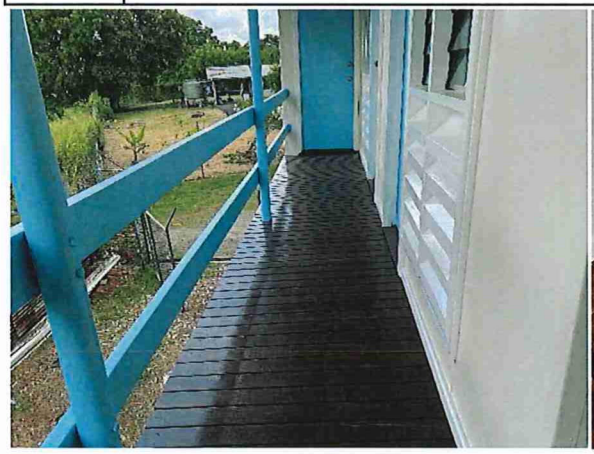


Fig.1 Paint rails, decking mission brown 2 coats

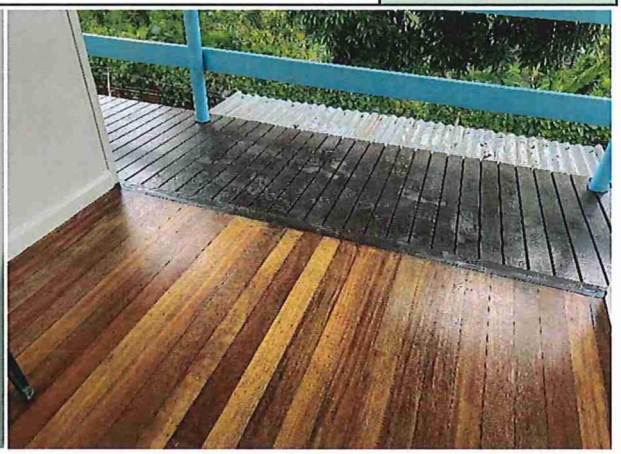


Fig.2



Fig.3 Install drawer handles, drawers painted



Fig.4 Window frames and exterior walls painted



Fig.5 Top floor bedrooms varnished two coats

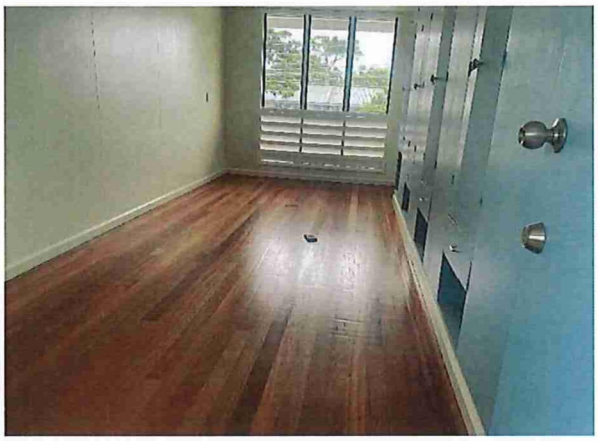


Fig.6

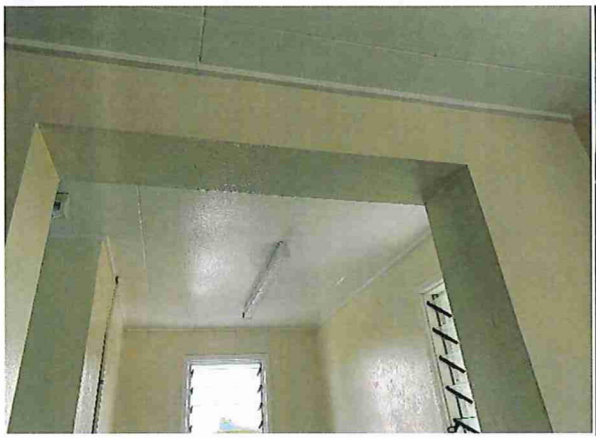




Fig.7 Interior walls, ceiling painted and louvre frames and louvre glasses installed, existing ones

Fig.8



Fig.9 Wall tile done



Fig.10



Fig.11 Wall tile on sink basin area installed



Fig.12

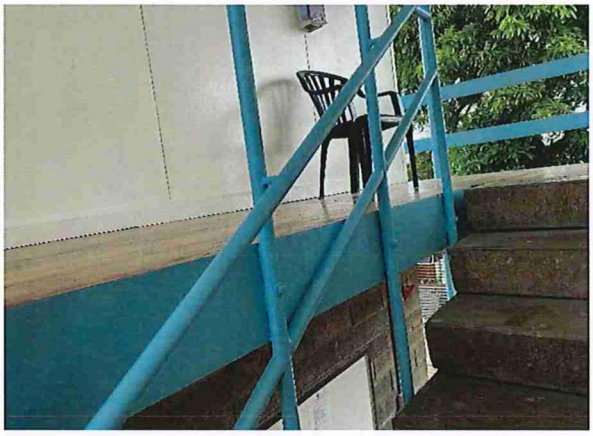


Fig.13 Steel hand rails and shed roof painted neatly



Fig.14

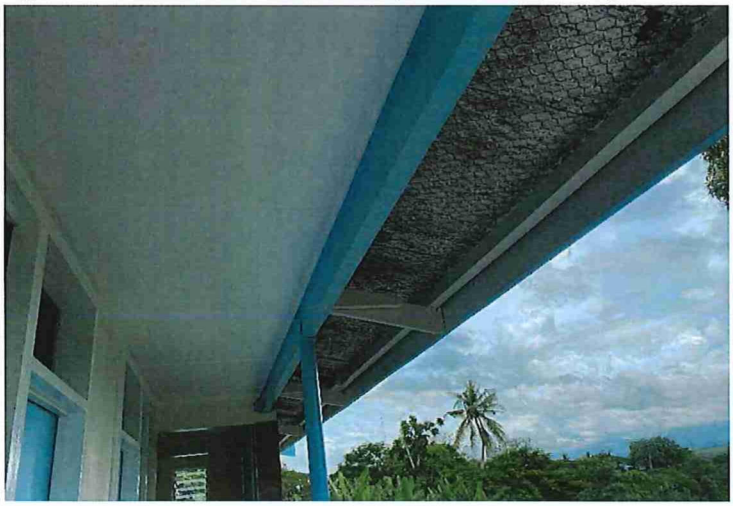


Fig.15
Fascia board, rafters and beam painted



Fig.16 Install new doors for bottom floor rooms

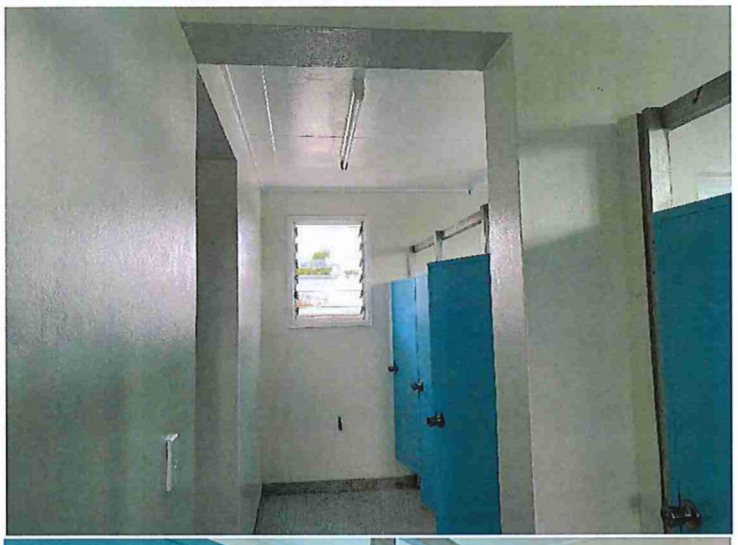


Fig.17 Ablution doors, walls and ceiling painted



Fig.18 Ablution doors, walls and ceiling painted



Fig.19
Clean up and removing of worksite baricade, clean drains and grass cut

CONTRACT AGREEMENT

FOR

LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 3 – SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS)

CARPENTRY WORKS FOR HOSTEL P205-GIRLS DORMITORY

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ALRICO CONSTRUCTION

(GTB-GFC09/22)

December 2022

Table of Contents

CONTRACT AGREEMENT 2
SECTION II: GENERAL CONDITIONS OF CONTRACT 6
SECTION III: APPLICABLE CONDITIONS OF CONTRACT 15
SECTION IV: PAYMENT SCHEDULE 19
SECTION V: SCOPE OF WORKS/ SPECIFICATIONS 20
SECTION VI: SITE MAP & LOCATION OF THE SCHOOL 21
SECTION VII: LIST OF LABOURERS 22
SECTION VIII: LIST OF MACHINERIES & EQUIPMENT 23
SECTION IX: WORKS SCHEDULE 24
SECTION X: ANNEXES TO THE CONTRACT 25

CONTRACT AGREEMENT

THIS AGREEMENT made on this **16th December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

ALRICO CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Alfred Riibako,** herein the Managing Director of **Alrico Construction**,

WHEREAS the Purchaser desires that the Works known as **Upgrade of Schools for the Pacific Games Villages 2023** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

The Purchaser and the Contractor (herein referred as parties) agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.

4. The total Price shall be **SBD$ 427,355.90.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority**.

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS)

    Name of Building: HOSTEL P205-GIRLS DORMITORY

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.

13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:

a. *Tender Award Letter*
b. *Worker's Compensation Certificate*
c. *Police Clearance Certificates*
d. *Other documents attached as additional Annexes to the Contract*

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Alfred Riibako
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Alrico Construction
Date:	20/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 16/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Application

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

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

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

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

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

Article 4 Guarantee

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

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

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

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

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

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

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

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

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

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

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

Article 7 Method of Notification

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

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

7.3 'In writing' is understood to include 'electronically', provided:
   a. the notification can be consulted by the addressee.
   b. the authenticity of the notification is sufficiently guaranteed; and
   c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

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

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

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

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

FINANCIAL PROVISIONS

Article 9 Prices

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

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

Article 10 Invoicing and payment

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

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

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

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

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

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

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

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

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

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

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

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

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

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

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

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

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

Article 19 Assignment of rights and obligations under the Contract

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

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

Article 20 Insurance

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

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

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

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

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

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** Alrico Construction Mount Austin Heights Honiara Solomon Islands Email: alricoconstruction@gmail.com Mob: 7495881 **c. THE LOCATION SITE IS:** LOT 3 - SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS): HOSTEL P205-GIRLS DORMITORY
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Frank Arebaio Project Management Unit National Hosting Authority Email: FArebaio@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**

		Alfred Riibako Alrico Construction Mount Austin Heights Honiara Solomon Islands Email: alricoconstruction@gmail.com Mob: 7495881
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractors performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule.

CONTRACT VALUE			SBD$ 427,355.90
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	**$ 85,471.18**	**$ 85,471.18**
Payment No.2	35% payment shall be paid upon completion of carpentry works for Hostel P205 – Ground Floor	**$ 149,574.57**	**$ 149,574.57**
Payment No.3	35% payment shall be paid upon completion of carpentry works for Hostel P205 – Top Floor and issuance of Certificate of Practical Completion	**$ 149,574.57**	**$ 149,574.57**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$42,735.59**	**$42,735.59**
TOTAL			**$ 427,355.90**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

Contents

1.0 INTRODUCTION 1

Fig 1. General map location 1

Fig 2. General house layout. 1

2.0 SUMMARY OF MAJOR TASKS 2

3.0 CARPENTRY WORKS 2

3.10 Bed rooms 2

3.11 Windows 2

3.12 Doors 2

3.13 Ceiling 2

3.14 Interior wall 2

3.15 Floor 2

3.16 Wardrobe 3

3.20 Ablution and Laundry 3

3.21 Windows 3

3.22 Doors 3

3.23 Ceiling 3

3.24 Interior wall 3

3.25 Floor 3

3.26 Laundry, sink/wash basin 3

3.30 Corridor and Veranda 4

3.31 Windows 4

3.32 Ceiling 4

3.33 Exterior wall 4

3.34 Floor 4

4.0 HOSTEL P2-05 – PHOTOS 5

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

1.0 INTRODUCTION

The Project Management Unit requirements for the renovation works of SINU Panatina Hostel P2-05 is as specified below. All Materials for the works shall be provided for the Contractor, the contractor shall provide all labor, tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

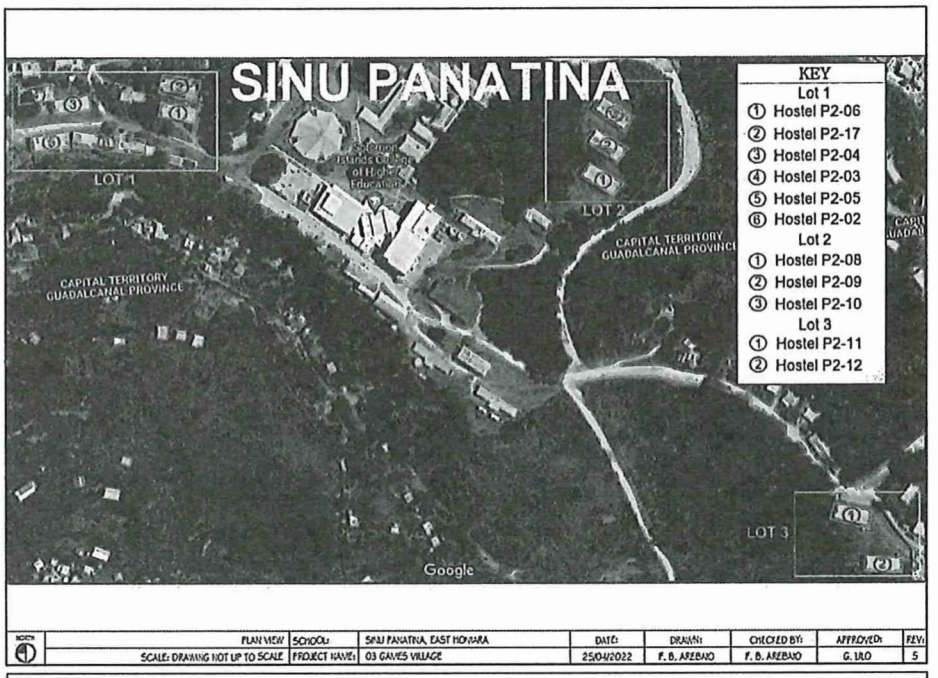


Fig 1. General map location.

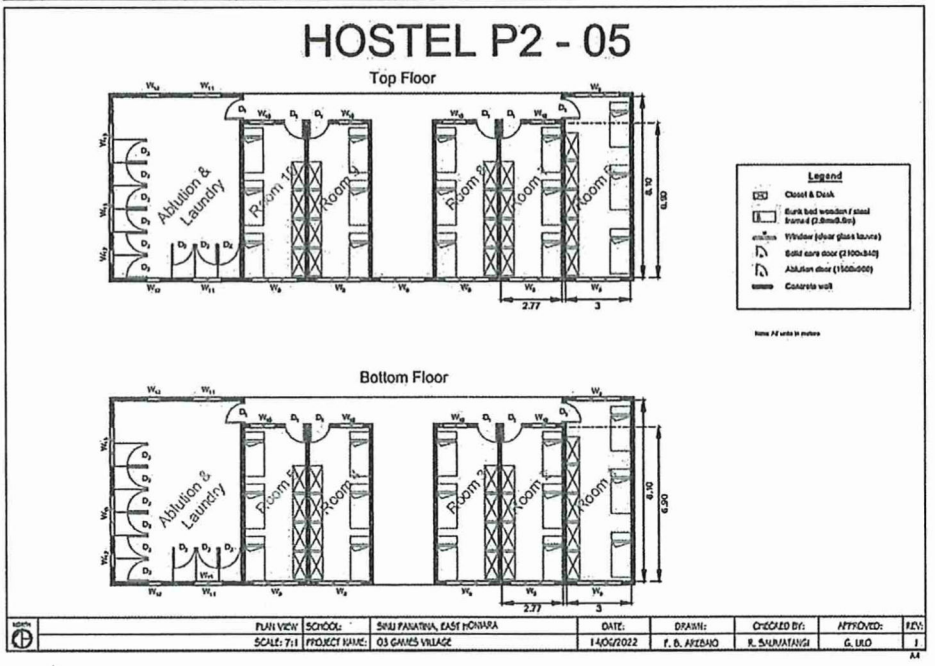


Fig 2. General house layout.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

2.0 SUMMARY OF MAJOR TASKS

- Renovation of total of 8 bed rooms & 1 common room.
- Renovation of 2 Ablutions & 1 laundry area.
- Renovation of corridor & walkways.
- Excludes attached staff house at Eastern end of building.
- Interior and specified exterior painting work, includes varnishing.

3.0 CARPENTRY WORKS

3.10 Bed rooms

3.11 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat white paint on the window frame and wooden window blades color to be specified by client.

3.12 Doors

- ✓ Replace broken wooden doors, door frames & architraves where necessary.
- ✓ Replace door lockset & dead bolt lock only if necessary.
- ✓ Replace broken doors with new doors; new doors to be installed with new 3xbutt hinges, stainless steel entrance knob lockset & double cylinder dead bolt lock.
- ✓ Apply two coat paint onto door frames and on doors, color to be specified by client.

3.13 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Carefully remove then reuse existing skirting.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.14 Interior wall

- ✓ Replace broken FC fiber walls with new FC fiber sheets.
- ✓ Carefully remove then reuse existing skirting.
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.

3.15 Floor

- ✓ Remove broken or old vinyl tiles.
- ✓ Wash clean bed rooms concrete floor and prepare surface to receive vinyl tiles for bottom floor rooms only.
- ✓ Carefully remove existing bullnose.
- ✓ Clean and sand floor surface then apply two coat varnish on top floor bed rooms only.

- ✓ Install reused existing bullnose.

3.16 Wardrobe

- ✓ Replace all broken and old wardrobes.
- ✓ Replace hinges, handle & hasp and staples if necessary.
- ✓ Wash clean wardrobes and apply two coat paint color to be specified by client.

3.20 Ablution and Laundry

3.21 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat paint on the window frame and wooden window blades color to be specified by client.

3.22 Doors

- ✓ Replace broken wooden doors, door frames & architraves were necessary.
- ✓ Replace door lockset only if necessary.
- ✓ Replace broken doors with new doors; new doors to be installed with new 3xbutt hinges & stainless-steel entrance knob lockset.
- ✓ Apply two coat paint onto door frames and two coat paint on doors color to be specified by client.

3.23 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.24 Interior wall

- ✓ Replace old or broken FC fiber shower and toilet partition walls with new FC fiber sheets.
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.
- ✓ Replace broken wall tiles. Surfaces to receive wall tile shall be rough to allow strong bonding between tile concrete surface and tile.

3.25 Floor

- ✓ Strip off old or damaged floor tiles.
- ✓ Wash and clean surface to replace with new ceramic tiles.

3.26 Laundry, sink/wash basin

- ✓ Wash clean existing wash basin/sink.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

3.30 Corridor and Veranda

3.31 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat paint on the window frame and wooden window blades color to be specified by client.

3.32 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.33 Exterior wall

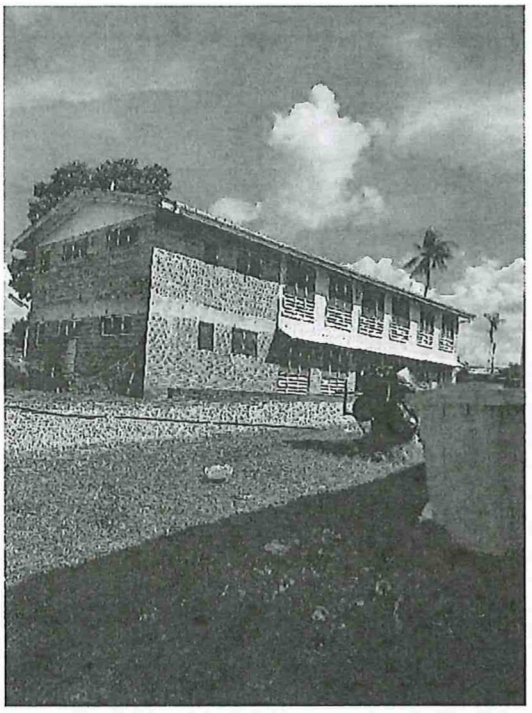
- ✓ Replace old or broken FC fiber walls with new FC fiber sheets.
- ✓ Wash clean concrete Exterior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint color to be specified by client.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint color to be specified by client.

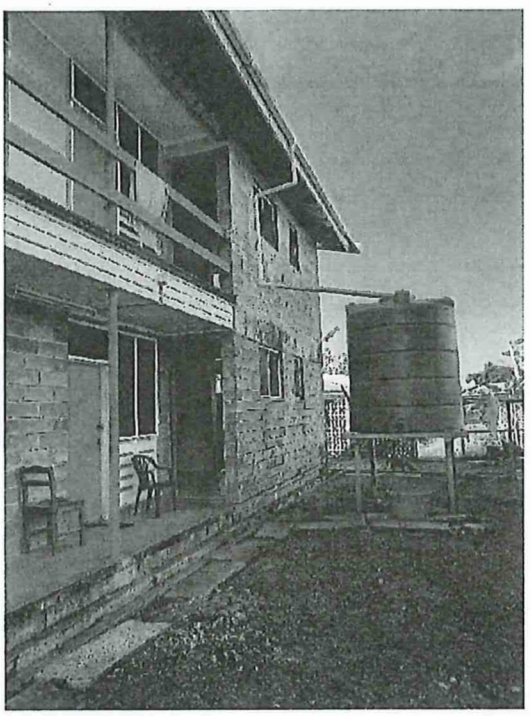
3.34 Floor

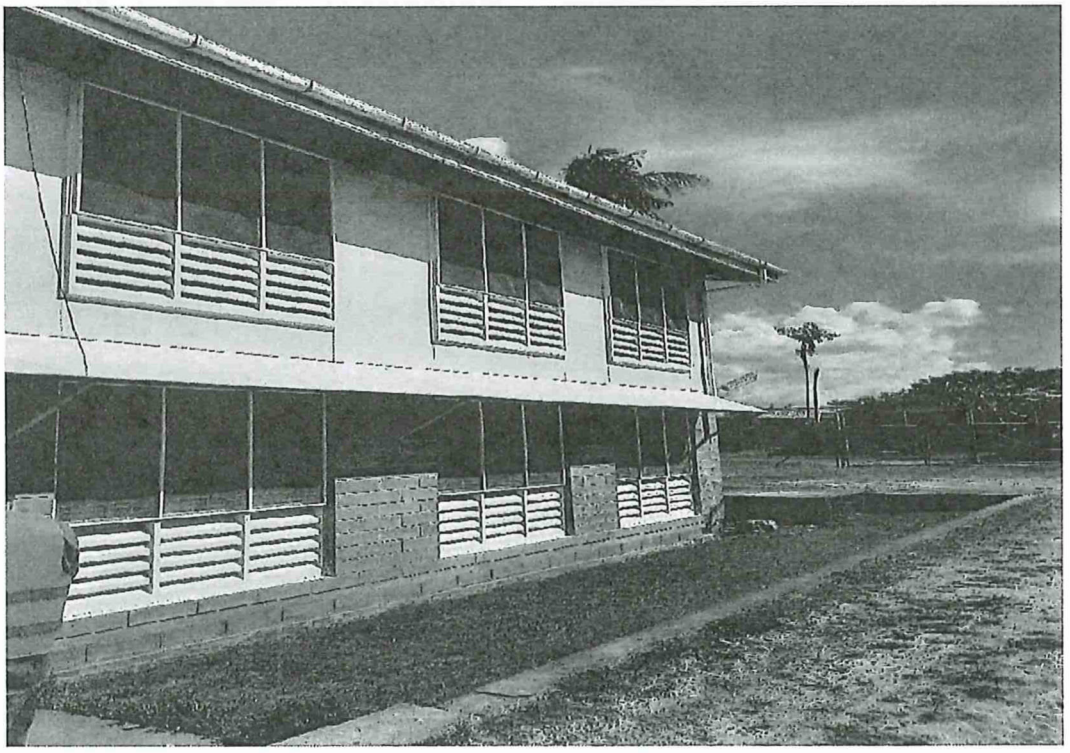
- ✓ Clean and sand top floor timber surface then apply two coat varnish.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

4.0 HOSTEL P2-05 – PHOTOS







SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

PACIFIC GAMES SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Alfred Mcdacascos Riibako
Managing Director
Alrico Constructions
Mount Austin Heights
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – SINU PANATINA / CARPENTRY / A41 / Lot 3

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract **for labour based supply for the Games Village Upgrade Works.**

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

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

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3/11/22
Sign:
National Hosting Authority

Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

TOWER

Certificate of Currency

CUSTOMER COPY - RETAIN FOR YOUR RECORDS

Alrico Construction C/- P O Ox 1397 Honiara SI01 Customer Reference: 52387801/XWC001	Company Premium $4,724.20 Stamp Duty $50.00 **Total Premium** $4,774.20

This Certificate of Currency shows the cover applicable as at 21/07/2022.
The policy expires on 08/06/2023.

POLICY DETAILS - XWC001

INSURED: ALRICO CONSTRUCTION

The following items are subject to our current SOLOMON ISLANDS WORKERS COMPENSATION ACT and our WORKERS COMPENSATION POLICY terms and conditions:

Situation: MT AUSTIN
EAST HONIARA
HONIARA

WORKERS COMPENSATION COMMON LAW - $150,000 - WORKERS COMPENSATION.

Standard Clauses and Warranties
NUCLEAR EXCLUSION
This Policy does not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusion 4 above does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the insured for the commercial, agricultural, medical,

Certificate of Currency

Alrico Construction

scientific or other similar peaceful purposes for which they were intended.

This certificate printed on 21/07/2022
is signed on behalf of the company by
Melina G Pitamama
Customer Services Officer

ANNEX III: POLICE CLEARANCE CERTIFICATES

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: HAZEL HINAI CADET CA – ELECTRICAL

Date: 28/02/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: Leroy. B, PCM

Date: 1/08/23

Finance Department Compliance performed by:

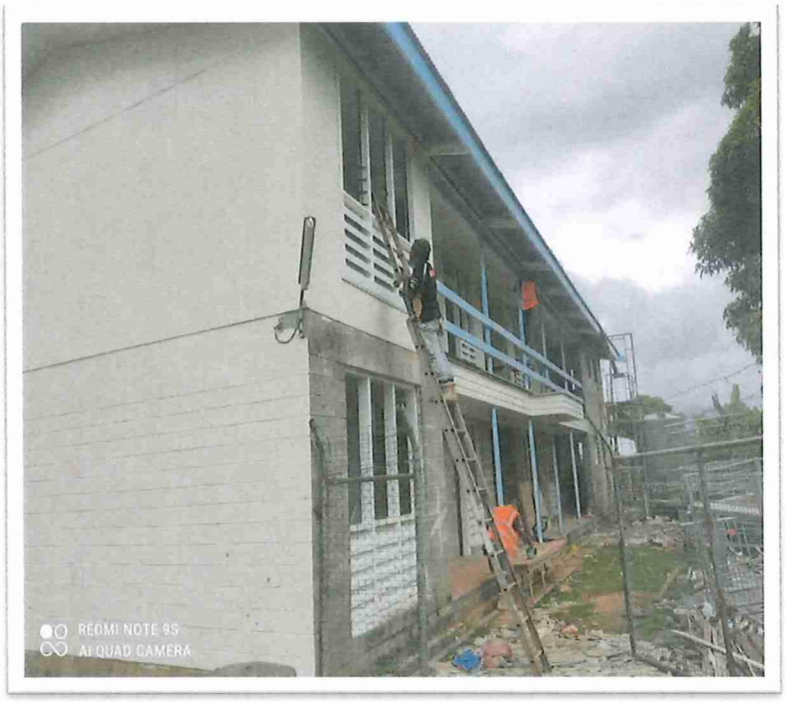
Signed: _____

Name and Position: _____

Date: _____

ALRICO CONSTRUCTION

Mt. Austin Heights
Honiara



Project: P2-05 Hostel, SINU, Panatina Campus

Client: National Hosting Authority (NHA)

19th February, 2023

Engineer
NHA

Attention: Frank Arebaio

Re: P2-05 Building – SINU, Pantina Campus

Dear Frank,

I have attached progress report for the refurbishment work that has been completed for the above building. Inspection of the building by NHA project team was conducted successfully.

Kind regards

Alfred RIIBAKO
Managing Director
Alrico construction

Location Maps (insert google map for P2-05) building



General Information:

Report by:	Managing Director
Date:	19/02/2023
Project Name:	P2-05 Double Storey Hostel
Project Address:	SINU, PANATINA CAMPUS
Report number:	1
Application for Payment:	2
Construction Commenced:	27/12/2022
Expected Completion Date:	17/01/2023
Actual Completion Date:	16/02/2023
Reason for Delay:	Delay of Materials by NHA preferred Suppliers

Construction Summary:

Alrico construction had the opportunity of working with the National Hosting Authority (NHA) in the renovation work at SINU, Panatina campus. We were responsible for **Hostel P2-05**. This is a double storey building with ten rooms and two ablution blocks. Renovation work happened simultaneously on both floors of the building. Work that was carried out downstairs include the removal of vinyl tiles from all the rooms, painting of the rooms, replacement of window battens, replacement of old doors with solid core doors, and painting of all windows. As for the top floor, sanding was done to remove existing varnish from all the rooms and two coats of varnish were added. Painting was also done to both interior and exterior walls. Window battens in the rooms at the top floor were also replaced with new ones and painted. For the ablution blocks, bathroom walls were removed and remade before the installation of new bathrooms tiles.

Additional works also completed that were not in the scope provided by NHA include the following:

1. cleaning and painting of facia board with sky blue paint
2. Replacement of old decking on the top floor with VASA decking and painting it with mission brown stain.
3. Painting of all Rafter ends with off-white colour

Carpentry Works

TOP FLOOR - All Works required completed

Bed rooms

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Doors (Completed)

- ✓ All Doors removed
- ✓ Door frames Cleaned and sand
- ✓ Gaps filled
- ✓ First coat applied to door frames
- ✓ Second coat applied to door frames
- ✓ Doors installed
- ✓ Locks installed
- ✓ 2 coats of sky blue colour applied to doors

Ceiling (Completed)

- ✓ Gap Fillers applied to existing gaps in the ceiling
- ✓ Ceiling Cleaned
- ✓ First coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat applied

Interior Walls (Completed)

- ✓ Gap Fillers applied where there exists Gaps
- ✓ Interior Walling Cleaned
- ✓ first coat of off-white paint applied
- ✓ observe for gaps to be filled and applied gap filler
- ✓ Final coat of off-white applied

Floor(Completed)

- ✓ sanding using Rough sand applied first
- ✓ any gaps visible are filled using fine sawdust and Varnish
- ✓ Smooth sanding applied
- ✓ First coat of Semi-Gloss varnish applied
- ✓ hand sand papers used on the floor surface to ensure smoothness of the floor before final coat of varnish to be applied
- ✓ Last coat of varnish applied

Wardrobe (Completed)

- ✓ cleaned and dusts removed
- ✓ gap fillers applied to gaps
- ✓ handles removed and replaced with new ones
- ✓ First coat of sky blue acrylic paint applied.
- ✓ Second coat of sky-blue paint applied

Window battens (Completed)

- ✓ all battens removed
- ✓ new battens installed
- ✓ Undercoat paint applied
- ✓ gap filler applied where gaps existed and fine sanding applied
- ✓ Final coat of gloss paint applied

Exterior walls (Completed)

- ✓ Washed to clean
- ✓ First coat of off-white oil based applied
- ✓ Second coat of off-white oil based applied

Ablution Blocks and Laundry (All works required completed)

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Doors(Completed)

- ✓ Removed
- ✓ Old Paints scraped
- ✓ undercoat Applied
- ✓ First and second Coat applied

Ceiling (Completed)

- ✓ Gap Fillers applied to existing gaps in the ceiling
- ✓ Ceiling Cleaned
- ✓ First coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat applied

Interior walls (Completed)

- ✓ Gap Fillers applied where there exists Gaps
- ✓ Interior Walling Cleaned
- ✓ first coat of off-white paint applied
- ✓ observe for gaps to be filled and applied gap filler
- ✓ Final coat of off-white applied

Floor (Completed)

- ✓ Tiles cleaned using Tile detergent cleaner
- ✓ Water Blaster used to remove dirt

Laundry sink Area (Competed)

- ✓ Old Ceramic tiles removed
- ✓ New Ceramic Tiles installed

Window battens (Completed)

- ✓ all battens removed
- ✓ new battens installed
- ✓ Undercoat paint applied
- ✓ gap filler applied where gaps existed and fine sanding applied
- ✓ Final coat of gloss paint applied

Bottom Floor – All works required Completed

Bed rooms

Windows (All Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Doors (Completed)

- ✓ All Doors removed
- ✓ Door frames Cleaned and sand
- ✓ Gaps filled
- ✓ First coat applied to door frames
- ✓ Second coat applied to door frames
- ✓ Doors installed
- ✓ Locks installed
- ✓ 2 coats of sky blue colour applied to doors

Ceiling (Completed)

- ✓ Gap fillers applied to existing gaps in the ceiling
- ✓ Ceiling cleaned
- ✓ First Coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat Applied

Interior Walls (Completed)

- ✓ Gap Fillers applied where there exists Gaps
- ✓ Interior Walling Cleaned
- ✓ first coat of off-white paint applied
- ✓ observe for gaps to be filled and applied gap filler
- ✓ Final coat of off-white applied

Floor (Completed)

- ✓ Old Vinyl Tiles removed
- ✓ Floor surface cleaned and allow to dry
- ✓ laying of new vinyl tiles in all the rooms

Wardrobe (Completed)

- ✓ cleaned and dusts removed
- ✓ gap fillers applied to gaps
- ✓ handles removed and replaced with new ones
- ✓ First coat of sky blue acrylic paint applied.
- ✓ Second coat of sky-blue paint applied

Window battens (Completed)

- ✓ all battens removed
- ✓ new battens installed
- ✓ Undercoat paint applied
- ✓ gap filler applied where gaps existed and fine sanding applied
- ✓ Final coat of gloss paint applied

Exterior walls (Completed)

- ✓ Washed to clean
- ✓ First coat of off-white oil based applied
- ✓ Second coat of off-white oil based applied

Ablution Blocks and Laundry- All required works completed

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Doors (Completed)

- ✓ Removed
- ✓ Old Paints scraped

- ✓ undercoat Applied
- ✓ First and second Coat applied

Ceiling (Completed)

- ✓ Gap fillers applied to existing gaps in the ceiling
- ✓ Ceiling cleaned
- ✓ First Coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat Applied

Interior walls (Completed)

- ✓ Gap Fillers applied where there exists Gaps
- ✓ Interior Walling Cleaned
- ✓ first coat of off-white paint applied
- ✓ observe for gaps to be filled and applied gap filler
- ✓ Final coat of off-white applied

Floor (Completed)

- ✓ Tiles cleaned using Tile detergent cleaner
- ✓ Water Blaster used to removed dirt

Laundry sink area (Completed)

- ✓ Old ceramic tiles removed
- ✓ New Ceramic tiles installed

Window battens (Completed)

- ✓ all battens removed
- ✓ new battens installed
- ✓ Undercoat paint applied
- ✓ gap filler applied where gaps existed and fine sanding applied
- ✓ Final coat of gloss paint applied

Corridor and Veranda (TOP) – All required works completed

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames

- ✓ Install Louvre glasses

Ceiling (Completed)

- ✓ Gap fillers applied to existing gaps in the ceiling
- ✓ Ceiling cleaned
- ✓ First Coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat Applied

Floor (Completed)

- ✓ old decking removed
- ✓ old broken fibro sheets removed
- ✓ new fibro sheets placed
- ✓ new VASA decking installed
- ✓ Painting of Decking using Mission brown Stain

Railing (Completed)

- ✓ Old Paint scaped
- ✓ Anti-rust paint applied
- ✓ first and second coat of sky blue applied

Corridor and Veranda (Bottom) – All works required completed

Windows (Completed)

- ✓ All louvre glasses removed
- ✓ All louvre frames removed
- ✓ Old paints scraped and removed by sanding
- ✓ gap fillers used to fill up spaces
- ✓ Sand to achieve smooth surface
- ✓ First coat of paint applied
- ✓ any Gaps visible are filled using Gap fillers
- ✓ Final Coat
- ✓ Install Louvre frames
- ✓ Install Louvre glasses

Ceiling (Completed)

- ✓ Gap fillers applied to existing gaps in the ceiling
- ✓ Ceiling cleaned
- ✓ First Coat of Ceiling Flat applied
- ✓ Second Coat of Ceiling Flat Applied

Floor (Completed)

- ✓ Washed

ROOFING

Facia board (Completed)

- ✓ Dirt and moss scraped and removed
- ✓ Rotten portion of the F/board removed and replaced with new piece
- ✓ Apply 1st and 2nd coat of sky blue

Rafters (Completed)

- ✓ end of rafters painted with off-white

Guttering (Completed)

- ✓ old gutters removed

Stairs

Railing (Completed)

- ✓ Old paints scrapped and cleaned
- ✓ Anti-rust applied
- ✓ First and second coat of Sky blue applied

Appendix

Comments
Photographs

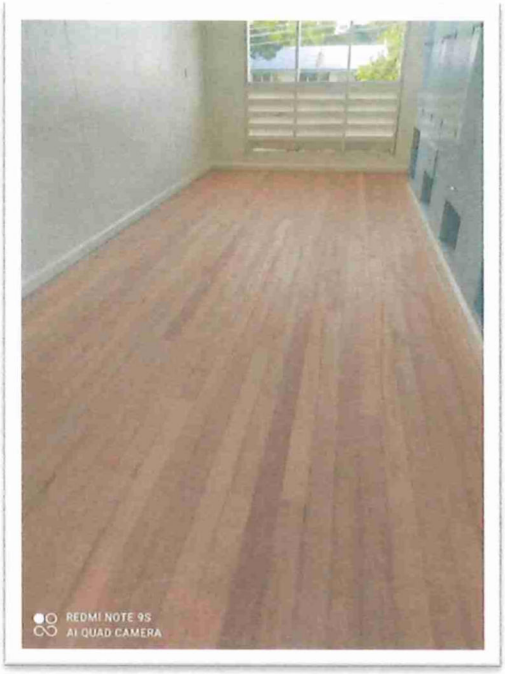
Comments:

1. The type of materials provided by suppliers can have some effect on the quality of work (Output).
   In our case, we have observed and provide our honest opinion here especially on the following materials that we've worked with that was provided to us by NHA. We think at some stage these may not be long lasting.

   a) Vinyl Tile
   b) Vinyl Tile Glue

The Vinyl Tiles and the Glues used in all the rooms at the bottom floor of P2-05 Hostel building were of poor quality. These materials are supplied by Solomon Sheet Steel. From observation, the presence of water or moist on the floor surface overtime could have significant impact on the tiles especially causing them to either bubble or peel off. If proper glue (yellow colour) had been used such issues anticipated can be avoided. The old vinyl tiles removed were of better quality.

Top Floor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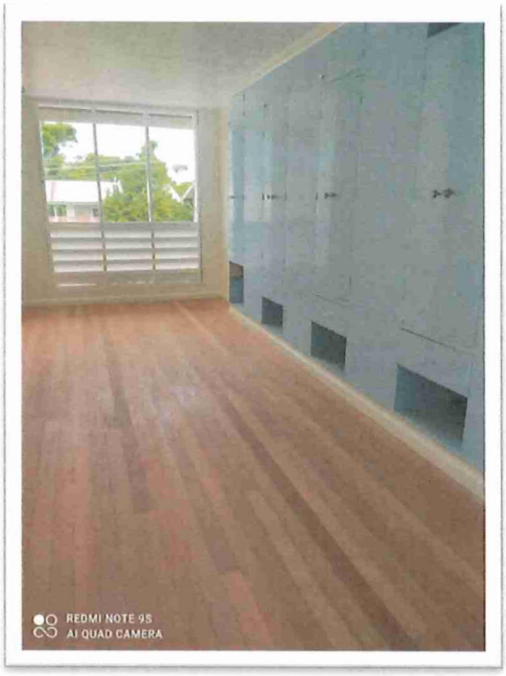
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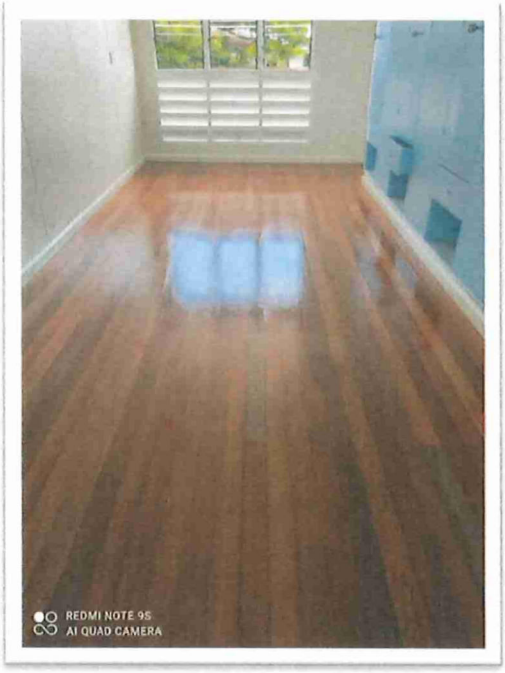
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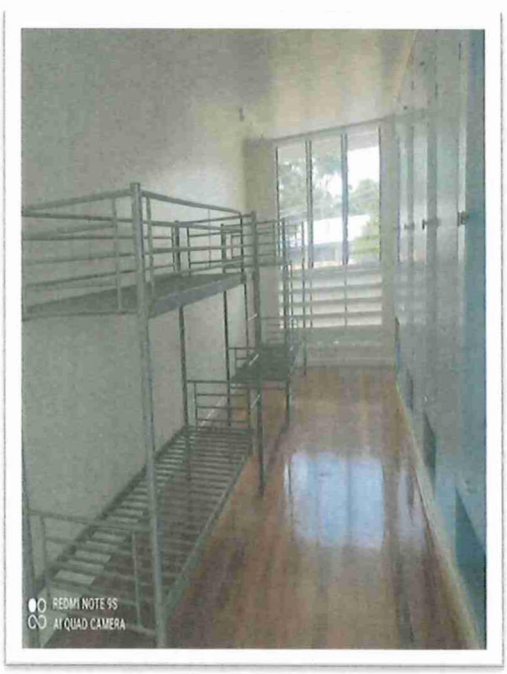
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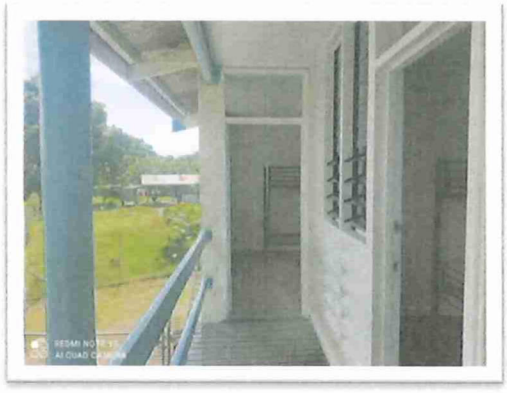
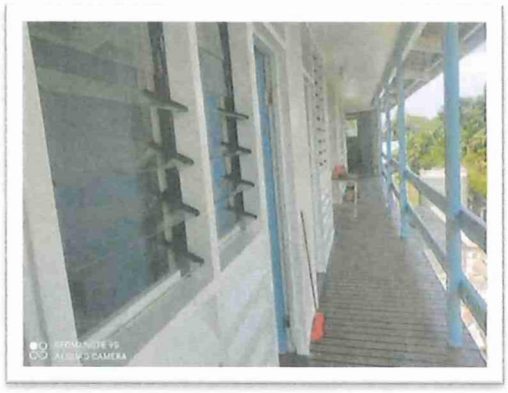
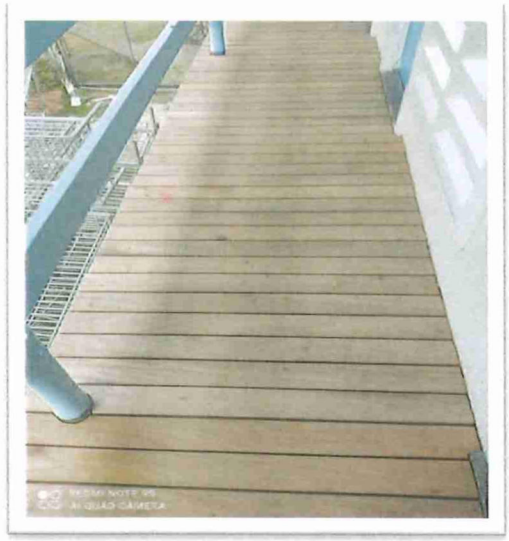
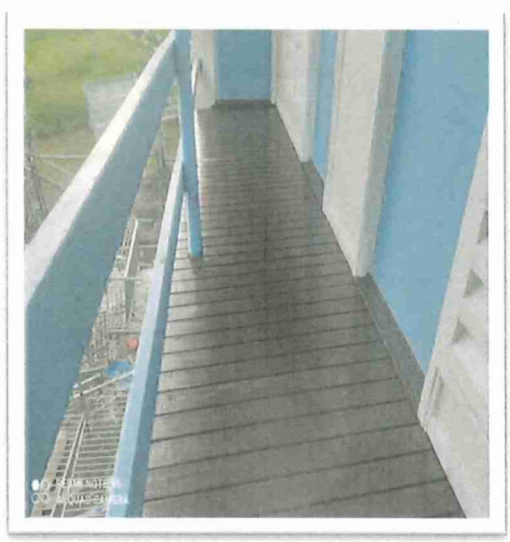
Windows



Top Floor Decking

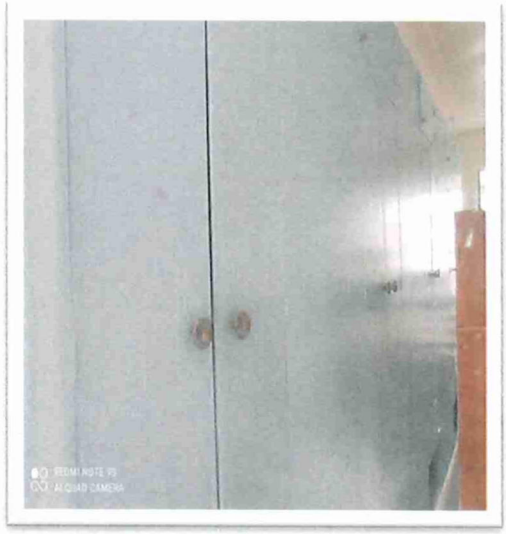
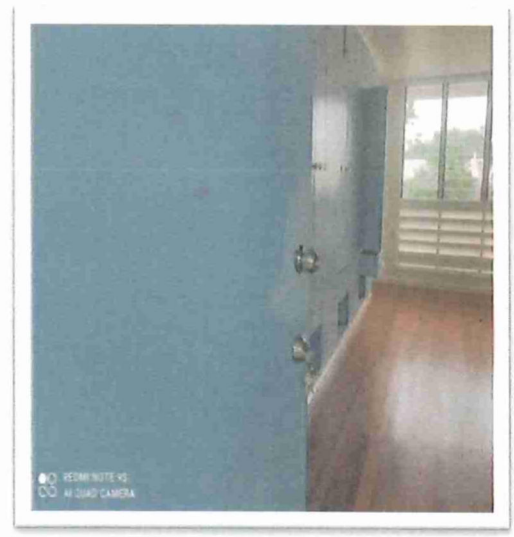



Doors





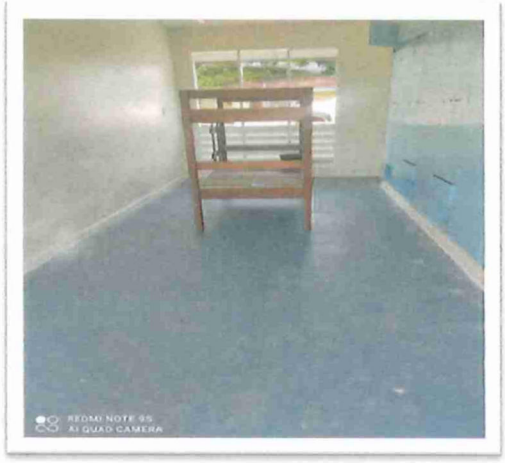

Cupboard

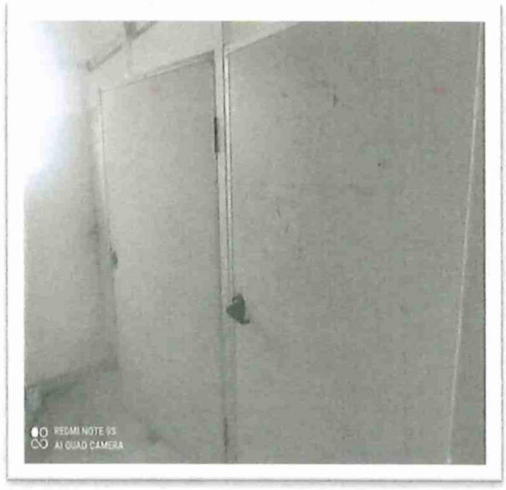
Ground Floor

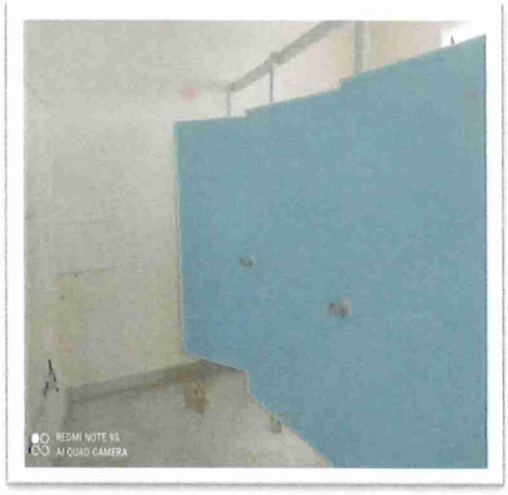






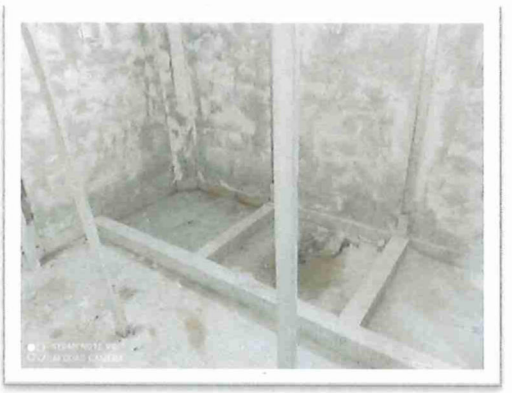
Bathroom Doors

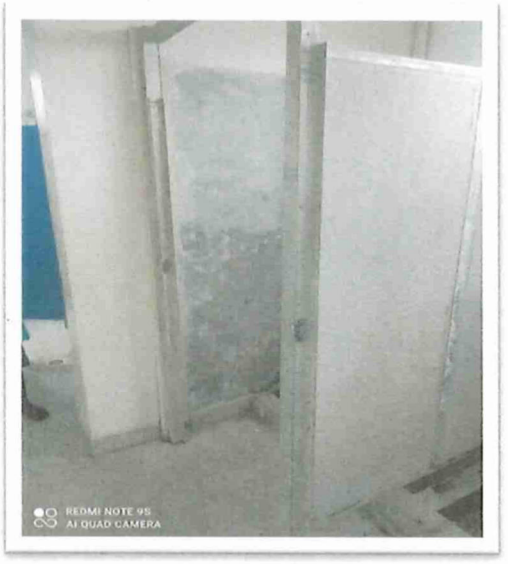




Bathroom



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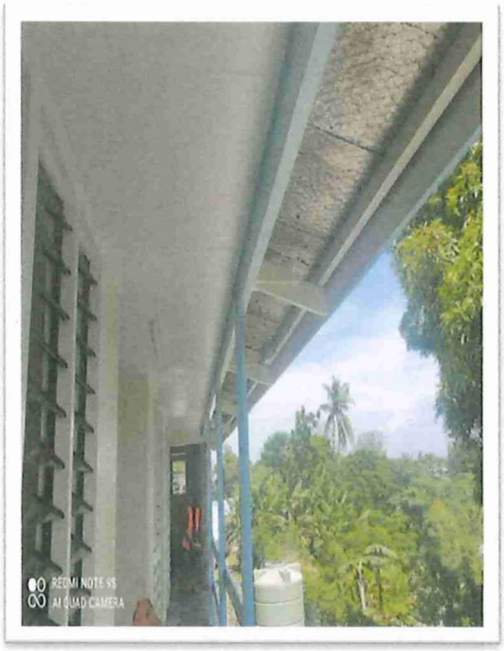
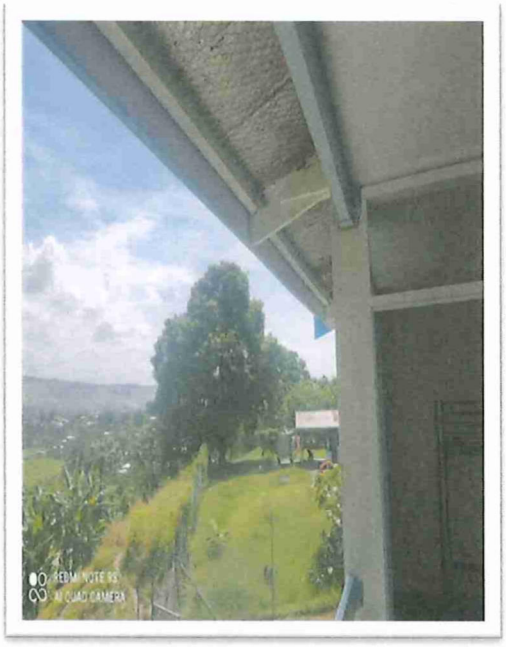
Facia board & Rafter





CONTRACT AGREEMENT

FOR

LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 3 – SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS)

CARPENTRY WORKS FOR HOSTEL P205-GIRLS DORMITORY

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ALRICO CONSTRUCTION

(GTB-GFC09/22)

December 2022

Table of Contents

CONTRACT AGREEMENT 2
SECTION II: GENERAL CONDITIONS OF CONTRACT 6
SECTION III: APPLICABLE CONDITIONS OF CONTRACT 15
SECTION IV: PAYMENT SCHEDULE 19
SECTION V: SCOPE OF WORKS/ SPECIFICATIONS 20
SECTION VI: SITE MAP & LOCATION OF THE SCHOOL 21
SECTION VII: LIST OF LABOURERS 22
SECTION VIII: LIST OF MACHINERIES & EQUIPMENT 23
SECTION IX: WORKS SCHEDULE 24
SECTION X: ANNEXES TO THE CONTRACT 25

CONTRACT AGREEMENT

THIS AGREEMENT made on this **16th December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

ALRICO CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Alfred Riibako,** herein the Managing Director of **Alrico Construction,**

WHEREAS the Purchaser desires that the Works known as **Upgrade of Schools for the Pacific Games Villages 2023** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

The Purchaser and the Contractor (herein referred as parties) agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.

4. The total Price shall be **SBD$ 427,355.90.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority**.

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS)

    Name of Building: HOSTEL P205-GIRLS DORMITORY

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.

13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:

a. *Tender Award Letter*
b. *Worker's Compensation Certificate*
c. *Police Clearance Certificates*
d. *Other documents attached as additional Annexes to the Contract*

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Alfred Rijbako
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Alrico Construction
Date:	20../..12../2022	**Date:**	16../..12../2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director PMU

Date: 16/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Application

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

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

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

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

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

Article 4 Guarantee

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

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

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

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

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

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

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

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

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

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

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

Article 7 Method of Notification

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

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

7.3 'In writing' is understood to include 'electronically', provided:
   a. the notification can be consulted by the addressee.
   b. the authenticity of the notification is sufficiently guaranteed; and
   c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

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

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

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

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

FINANCIAL PROVISIONS

Article 9 Prices

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

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

Article 10 Invoicing and payment

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

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

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

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

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

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

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

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

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

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

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

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

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

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

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

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

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

Article 19 Assignment of rights and obligations under the Contract

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

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

Article 20 Insurance

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

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

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

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

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

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** Alrico Construction Mount Austin Heights Honiara Solomon Islands Email: alricoconstruction@gmail.com Mob: 7495881 **c. THE LOCATION SITE IS:** LOT 3 - SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS): HOSTEL P205-GIRLS DORMITORY
	1.12	▪ **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb ▪ **THE PURCHASER'S SITE ENGINEER IS:** Frank Arebaio Project Management Unit National Hosting Authority Email: FArebaio@sol2023.com.sb
	1.13	▪ **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**

		Alfred Riibako Alrico Construction Mount Austin Heights Honiara Solomon Islands Email: alricoconstruction@gmail.com Mob: 7495881
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractors performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule.

CONTRACT VALUE			SBD$ 427,355.90
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	$ 85,471.18	$ 85,471.18
Payment No.2	35% payment shall be paid upon completion of carpentry works for Hostel P205 – Ground Floor	$ 149,574.57	$ 149,574.57
Payment No.3	35% payment shall be paid upon completion of carpentry works for Hostel P205 – Top Floor and issuance of Certificate of Practical Completion	$ 149,574,57	$ 149,574,57
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	$42,735.59	$42,735.59
TOTAL			**$ 427,355.90**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

Contents

1.0 INTRODUCTION 1

Fig 1. General map location 1

Fig 2. General house layout. 1

2.0 SUMMARY OF MAJOR TASKS 2

3.0 CARPENTRY WORKS 2

3.10 Bed rooms 2

3.11 Windows 2

3.12 Doors 2

3.13 Ceiling 2

3.14 Interior wall 2

3.15 Floor 2

3.16 Wardrobe 3

3.20 Ablution and Laundry 3

3.21 Windows 3

3.22 Doors 3

3.23 Ceiling 3

3.24 Interior wall 3

3.25 Floor 3

3.26 Laundry, sink/wash basin 3

3.30 Corridor and Veranda 4

3.31 Windows 4

3.32 Ceiling 4

3.33 Exterior wall 4

3.34 Floor 4

4.0 HOSTEL P2-05 – PHOTOS 5

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

1.0 INTRODUCTION

The Project Management Unit requirements for the renovation works of SINU Panatina Hostel P2-05 is as specified below. All Materials for the works shall be provided for the Contractor, the contractor shall provide all labor, tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

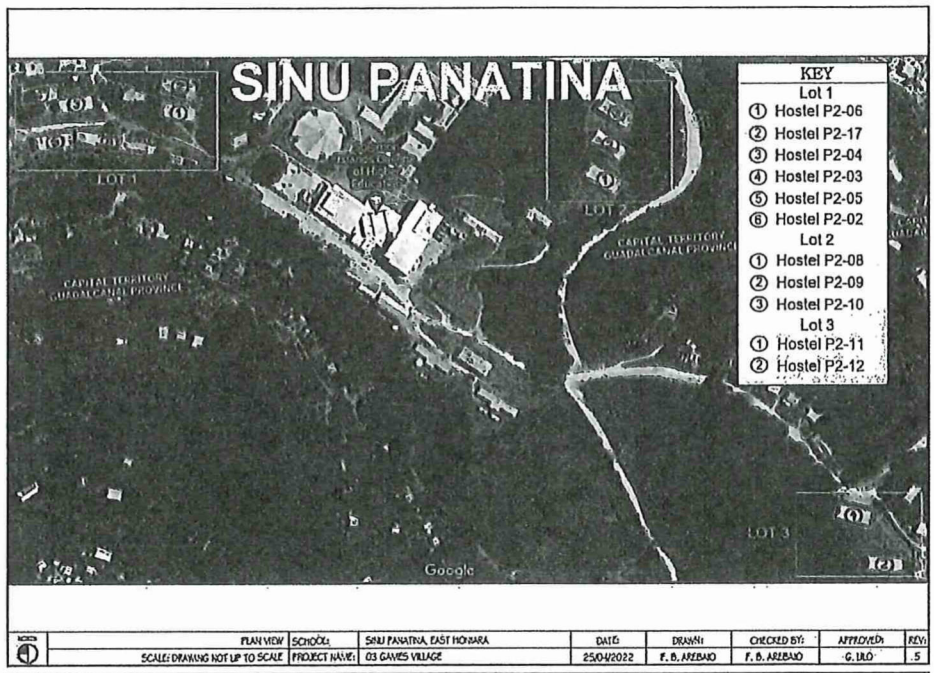


Fig 1. General map location.

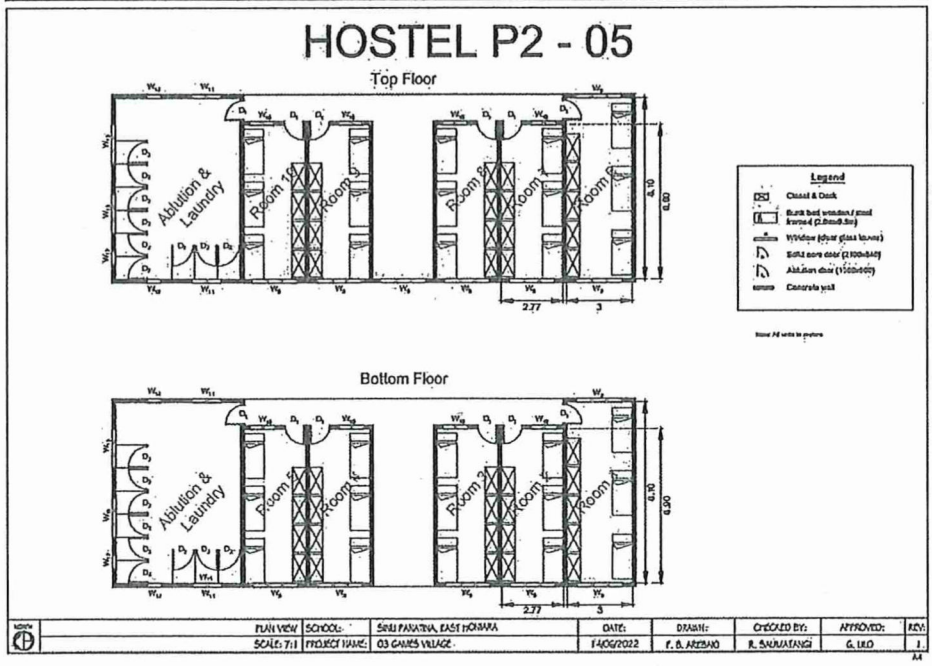


Fig 2. General house layout.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

2.0 SUMMARY OF MAJOR TASKS

- Renovation of total of 8 bed rooms & 1 common room.
- Renovation of 2 Ablutions & 1 laundry area.
- Renovation of corridor & walkways.
- Excludes attached staff house at Eastern end of building.
- Interior and specified exterior painting work, includes varnishing.

3.0 CARPENTRY WORKS

3.10 Bed rooms

3.11 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat white paint on the window frame and wooden window blades color to be specified by client.

3.12 Doors

- ✓ Replace broken wooden doors, door frames & architraves where necessary.
- ✓ Replace door lockset & dead bolt lock only if necessary.
- ✓ Replace broken doors with new doors; new doors to be installed with new 3xbutt hinges, stainless steel entrance knob lockset & double cylinder dead bolt lock.
- ✓ Apply two coat paint onto door frames and on doors, color to be specified by client.

3.13 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Carefully remove then reuse existing skirting.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.14 Interior wall

- ✓ Replace broken FC fiber walls with new FC fiber sheets.
- ✓ Carefully remove then reuse existing skirting.
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.

3.15 Floor

- ✓ Remove broken or old vinyl tiles.
- ✓ Wash clean bed rooms concrete floor and prepare surface to receive vinyl tiles for bottom floor rooms only.
- ✓ Carefully remove existing bullnose.
- ✓ Clean and sand floor surface then apply two coat varnish on top floor bed rooms only.

- ✓ Install reused existing bullnose.

3.16 Wardrobe

- ✓ Replace all broken and old wardrobes.
- ✓ Replace hinges, handle & hasp and staples if necessary.
- ✓ Wash clean wardrobes and apply two coat paint color to be specified by client.

3.20 Ablution and Laundry

3.21 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat paint on the window frame and wooden window blades color to be specified by client.

3.22 Doors

- ✓ Replace broken wooden doors, door frames & architraves were necessary.
- ✓ Replace door lockset only if necessary.
- ✓ Replace broken doors with new doors; new doors to be installed with new 3xbutt hinges & stainless-steel entrance knob lockset.
- ✓ Apply two coat paint onto door frames and two coat paint on doors color to be specified by client.

3.23 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.24 Interior wall

- ✓ Replace old or broken FC fiber shower and toilet partition walls with new FC fiber sheets.
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.
- ✓ Replace broken wall tiles. Surfaces to receive wall tile shall be rough to allow strong bonding between tile concrete surface and tile.

3.25 Floor

- ✓ Strip off old or damaged floor tiles.
- ✓ Wash and clean surface to replace with new ceramic tiles.

3.26 Laundry, sink/wash basin

- ✓ Wash clean existing wash basin/sink.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

3.30 Corridor and Veranda

3.31 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat paint on the window frame and wooden window blades color to be specified by client.

3.32 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.33 Exterior wall

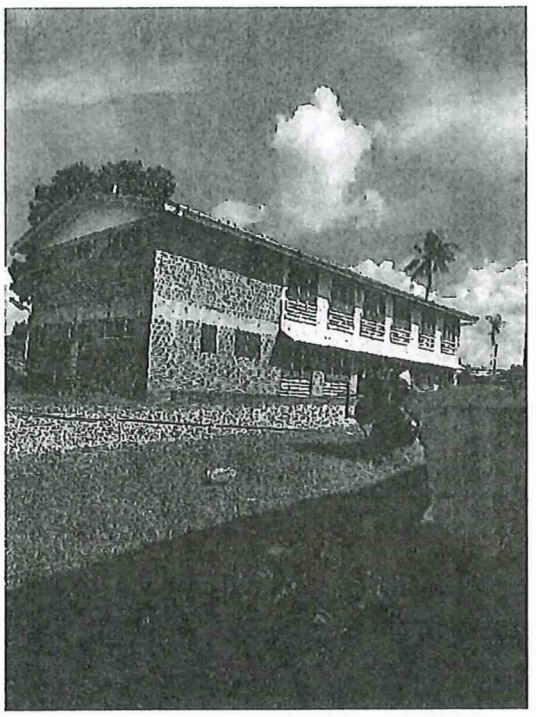
- ✓ Replace old or broken FC fiber walls with new FC fiber sheets.
- ✓ Wash clean concrete Exterior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint color to be specified by client.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint color to be specified by client.

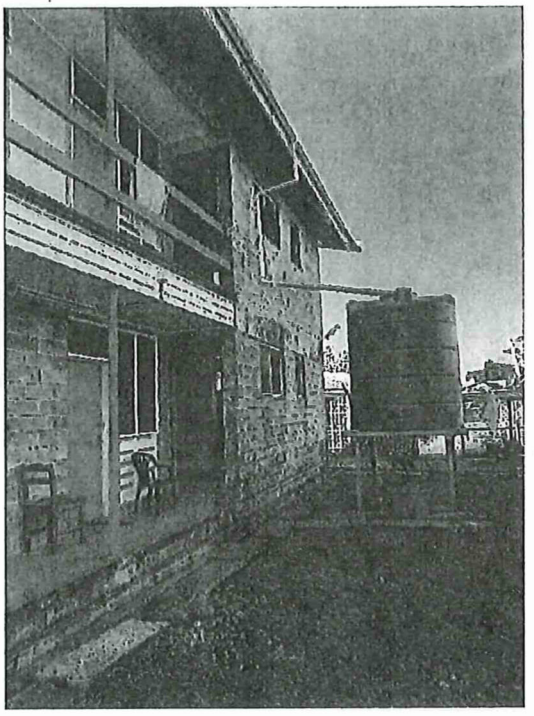
3.34 Floor

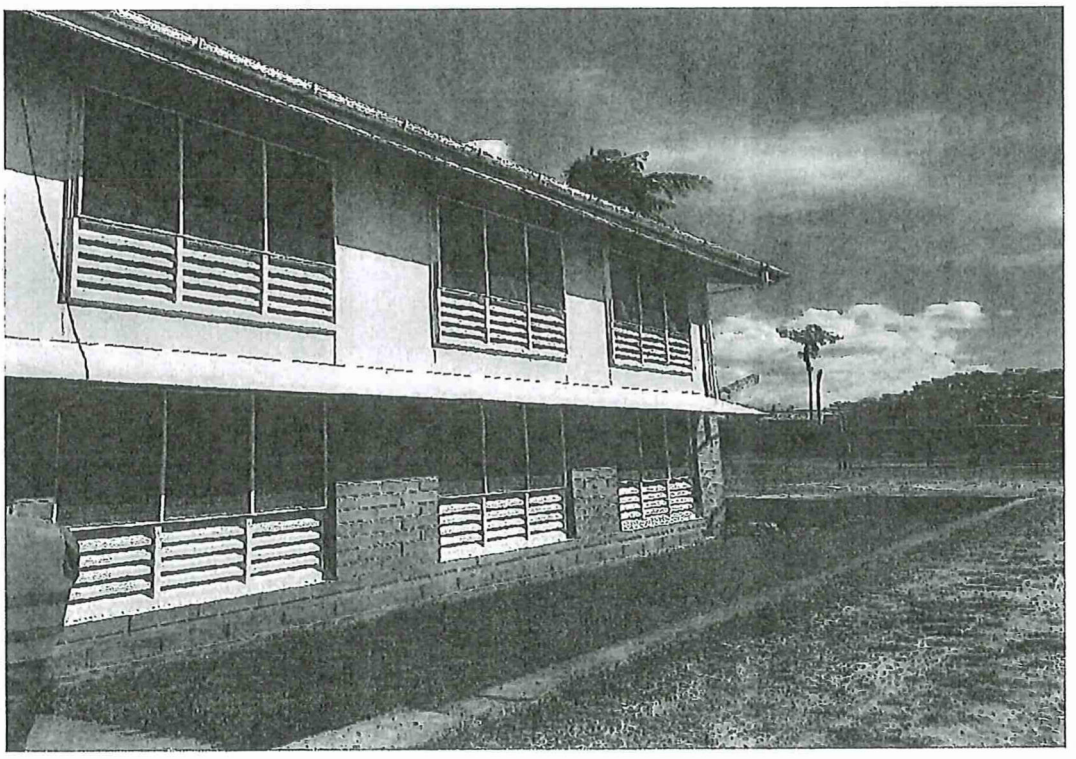
- ✓ Clean and sand top floor timber surface then apply two coat varnish.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

4.0 HOSTEL P2-05 – PHOTOS







SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Alfred Mcdacascos Riibako
Managing Director
Alrico Constructions
Mount Austin Heights
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – SINU PANATINA / CARPENTRY / A41 / Lot 3

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract **for labour based supply for the Games Village Upgrade Works.**

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

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

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3/11/22
Sign:
National Hosting Authority

Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

TOWER

Certificate of Currency

CUSTOMER COPY - RETAIN FOR YOUR RECORDS

Alrico Construction C/- P O Ox 1397 Honiara SI01 Customer Reference: 52387801/XWC001	Company Premium $4,724.20 Stamp Duty $50.00 **Total Premium** $4,774.20

This Certificate of Currency shows the cover applicable as at 21/07/2022.
The policy expires on 08/06/2023.

POLICY DETAILS - XWC001

INSURED: ALRICO CONSTRUCTION

The following items are subject to our current SOLOMON ISLANDS WORKERS COMPENSATION ACT and our WORKERS COMPENSATION POLICY terms and conditions:

Situation: MT AUSTIN
EAST HONIARA
HONIARA

WORKERS COMPENSATION COMMON LAW - $150,000 - WORKERS COMPENSATION.

Standard Clauses and Warranties
NUCLEAR EXCLUSION
This Policy does not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusion 4 above does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the insured for the commercial, agricultural, medical,

Certificate of Currency

Alrico Construction

scientific or other similar peaceful purposes for which they were intended.



This certificate printed on 21/07/2022
is signed on behalf of the company by
Melina G Pitamama
Customer Services Officer

ANNEX III: POLICE CLEARANCE CERTIFICATES

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

PACIFIC GAMES SOLOMON ISLANDS 2023

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 (AMV)	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓	✓	
Draft Contract (~~not yet~~ signed by Supplier)	P7 10.1	✓	✓	
Tender Award by ITB/GTB	P7 10.1	✓	✓	
PR signed by requisition officer		✓	✓	
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Progress Report of works/Photos etc		✓	✓	
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				

Practical completion certificate

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: HAZEL HINAI CADET CA-ELECTRICAL

Date: 28/02/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: Leeroy. B, PCM

Date: 1/03/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

2023 PACIFIC GAMES OFFICE

Approval /Signature Required Retention Payment (04) for GPB-CFC09/22 Lot 3 - Games Village

Supplier Name: ALRICO CONST-

1) Minute	☒	Sign by ED	✓		
2) Requisition	☒	Compliance Officer		Sign by ED	✓
8/11/23 3) Payment Voucher	☒	Sign by FC	✓	Sign by ED	
4) LPO	☐	Sign by FC		Sign by ED	
~~5) IB Authorisations~~	☒	Sign by FC	SPM	Sign by ED	AG

Comments: CHQ 000239 BSP

PAID
DATE 13/11/23 CHQ. No. 239 BSP

RECIEVED
DATE 7/11/23
GAMES ISLANDS SIGN

NHA-DFAT PAYMENT VOUCHER

Cheque No: **000239**

Payment to: **ALRICO CONSTRUCTION**

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Voucher No: **PMU-1072/23**

Date: **08-Nov-23**

Approval by: Executive Director — Date: 9/11/23

Approval by: Financial Controller — Date: 9/11/23

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	LABOUR WORK	Retention Payment Claim Completion of any Dfects and Repairs after 3 months	
6-2400-7	SINU PANATINA	Carpentry Work for SINU Panatina Hostel P205 Girls Dormitory LOT3	39,530.42
		Total:-	39,530.42

Amount in Word: Thirty Nine Thousand,Five hundred and thirty dollars forty two cents only.

Cheque Signatories:

Signature:	
Dr Jimmie Rodgers	NHA Chair

Signature:	
Mckinnie P Dentana	PS Finance

Signature:	
Gilbert John Osmond Muria	Attorney General

Procurement Checklist:

No: of Quatations:	Non
Purchase Order #	Non
PR #	PMU-1072/23

Please indicate the type of payment:

CONSULTANCY FEE	
PAYMENT IN ARREARS	
RENTAL	
PERDIEM	
CONTRACT INSTALLMENT	
UTILITIES	
MISC/OTHER	

PAID DATE CHQ. NO.

R. Yonne Aitoara
Received By
Name & Signature

George McKenzie
Prepared By
Finance Officer - Name & Signature

PAID DATE 13/11/23 CHQ. No. 239 Bsp

BSP
HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

10 / 11 / 23

Pay Alvico Construction or bearer

the sum of Thirty Nine Thousand Five Hundred Thirty Dollars 42/100 — $ 39,530-42

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000239 2001614631

13/11/2023

Yvonne Aitorea

R.

NHA-DFAT FUND

ALRICO Construction
Mt Austin Heights
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 8/11/2023

Payment Number: 000239

Payment Amount: $39,530.42

Alrico Construction-Retention Payment Claim completion of any defects and Repairs After 3 months Carpentry Work SINU

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000990	11/01/2023	$395,304.20	$0.00	$355,773.78	$39,530.42

PAYMENT SCHEDULE

ALRICO CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE -SINU PANATINA CAMPUS / CARPENTRY / HOSTELP205 /LOT 3

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			427,355.90				
13/01/2023	No.1	20%	85,471.18		6,410.34	79,060.84	PAID
	No.2	35%	149,574.57		11,218.09	138,356.47	PAID
	No.3	35%	149,574.57		11,218.09	138,356.47	PAID
8/11/2023	No.4 - RETENTION	10%	42,735.59		3,205.17	39,530.42	payment In Progress
			-		-	-	
TOTAL			*427,355.90*	-	*32,051.69*	*395,304.21*	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 1072/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	~~Raise~~ Request approval of retention payment - claim No. 4 (10%) for retention upon completion of any defects & repairs after three months (DLP) - Carpentry works for SINU Panatina, Hostel P205- Girls Dorm, Lot 3 - to Alrico Constructin	ALRICO CONSTRUCTION	INV # 10065	$42,735.59
				TOTALS	$42,735.59

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $42,735.59 Date: 02/11/23

Requisition Officer (Name): SOLEANA GAGAHE Sign:

Account Code: 42,735.59

Account Name:

Funds available on this account: only

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): LEEROY BIRD Sign:

Post: ED

Department: GFE - PMU

Authority is granted for expenditure not exceeding:

SBD$

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: Peter. H Date: 07/11/23

Position: C.P.M.

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

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA

Thru: Leeroy Bird, Executive Director, PMU

From: Graham Lilo, PMU

NHA Ref: **GKL - 021123**

Date: Thursday 02nd November 2023

SUBJECT: **Approval of Retention Payment - Claim No.4 (10%) for retention upon completion of any defects and repairs after three months (DLP) - Carpentry works for SINU Panatina, Hostel P205 – Girls Dormitory, LOT 3 – to Alrico Construction**

Dear ED,

As per *Part IV "Payment Schedule"* of the Contract between NHA and **Alrico Construction,** 10% retention payment claim no.4 shall be made upon completion of any defects and repairs after the three months defects liability period lapse.

After final site inspection carried out on the **22nd *of September 2023*, *final defects Carpentry works*** have been done, and thus are now eligible to claim for retention payment No.4 as per contract.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Retention Payment No.4	10%	$42,735.59

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

Kind regards,

Graham Lilo
Project Manager, PMU

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

INVOICE

Date: 27/10/2023
Invoice No.: 10065

ALRICO CONSTRUCTION
Mt. Austin Heights
East Honiara
Mobile: (+677) 7495881/ 7950762
Email: alricoconstruction@gmail.com

Bill To:
National Hosting Authority (NHA)
Project Management Unit (PMU)
Honiara

Qty	Item	Description	Unit Price	Total
1	Retention CLAIM	10% Retention Claim	$42,735.59	$42,735.59



Total **$42,735.59**
Balance Due **$42,735.59**

BANK DETAILS

ACCOUNT NAME: ALRICO CONSTRUCTION
BANK NAME: BRED BANK SOLOMON ISLANDS
ACCOUNT NO: 20033211123024

NOTE: WITHHOLDING TAX EXEMPTION LETTER AND TAX CLEARANCE LETTER FOR ALRICO CONSTRUCTION ATTACHED

Please contact us for more information about payment options.

Thank you for your business.

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

PROGRESS PAYMENT CERTIFICATE NO: L3PC - 04

Payment Schedule Name:	Retention Payment - Claim No. 4 (10%).		
Project Name:	Labour-based Contract for Upgrade of Schools for the Games Village (Lot3)		
Contractor:	Alrico Construction		
Project Manager	Graham Lilo	**Certificate:**	L3PC - 04
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	02-Nov-23
		Date Issued for payment:	02-Nov-23
		Contract No:	GTB 09/22

A — PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	
	Contract Value	**$ 427,355.90**		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the side	$ 85,471.18	$ 85,700.34	Paid
2	Payment 2 - 35%	$ 149,574.57	$ 149,975.60	Paid
4	Payment 3 - 35%	$ 149,574.57	$ 149,975.60	Paid
5	Retention - Claim No. 4 (10%)	$ 42,735.59	$ 42,735.59	This Claim
5	**Progress Claim to date**	**$ 427,355.91**		
6	**Original Contract Value**	**$ 427,355.90**		
7	**Total Adjusted Contract Value**	**$ 427,355.90**		
8	**Balance of Contract Payment (Retention)**	**-$ 0.01**		

B — PAYMENT DETAILS

Progress payment for this claim	$	42,735.59
Retention-Purchaser retains 5% of this payment pursuant to clause	$	-
	$	-
Amount payable for this claim after Retention	$	42,735.59

Payment is certified as conform to payments terms and conditions as stated in article 10:

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* — 02/11/23 *Date*

Compliance and approved by: ..... *Soleana Gagahe (Contract Manager)* — 02/11/23 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU* — 6/11/23 *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

1st December 2022

Managing Director
Alrico Construction
Mt. Austin Heights Area
East Honiara
Honiara
Solomon Island

Attention: Alfred M Ri'ibako

Dear Sir,

RE: REQUEST FOR WITHHOLDING TAX EXEMPTION ON CONTRACTING INCOME [TIN# 1179822] FOR YEAR 2023.

I acknowledged receipt of your letter dated 22nd November 2022, regarding the above.

I am pleased to inform you that the Commissioner of Inland Revenue Division has considered and approved **ALRICO CONSTRUCTION – TIN# 1179822** withholding tax exemption on contracting income for the whole of year 2023, pursuant to section 37(1) of the Income Tax Act (Cap. 123)

This exemption is granted on the condition that you must pay:

a. Your provisional tax on time and in full and;
b. Lodge your income tax returns by the due date or extended due date.

This exemption can be withdrawn if the above conditions are not met.

This exemption is effective on the 1st January 2023 and expires on the 31st December 2023.

Yours sincerely,

INLAND REVENUE DIVISION
P.O.F.
01 DEC 2022
BY:

Eric Saelea
Deputy Commissioner – Technical & Policy
For: Commissioner Inland Revenue Division

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

Tel: 28242

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands ©PH

PROJECT MANAGEMENT UNIT

GAMES VILLAGE CLOSE OUT

Contents

Defects List - Attachment 2

Defects Liability Rectification Notice 4

Defect Assessment Report. 5

DEFECTS COMPLETION REPORT CERTIFICATE 12

Certificate Of Final Completion 13

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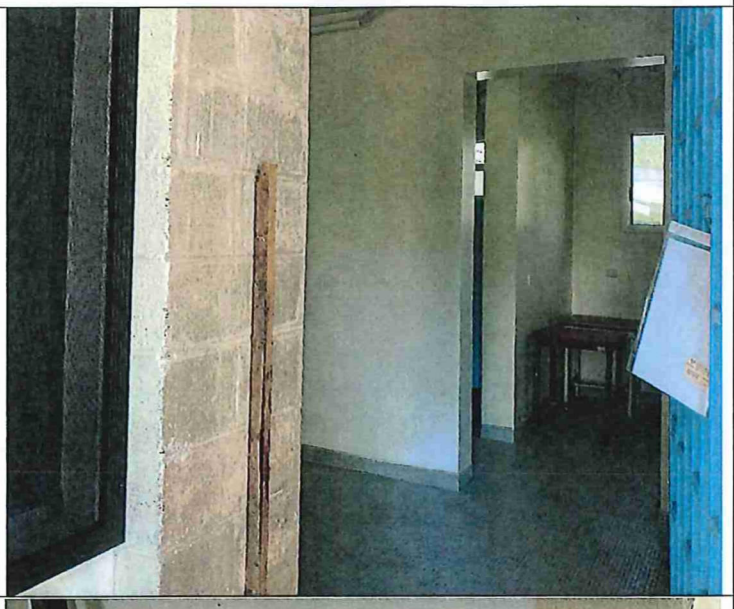
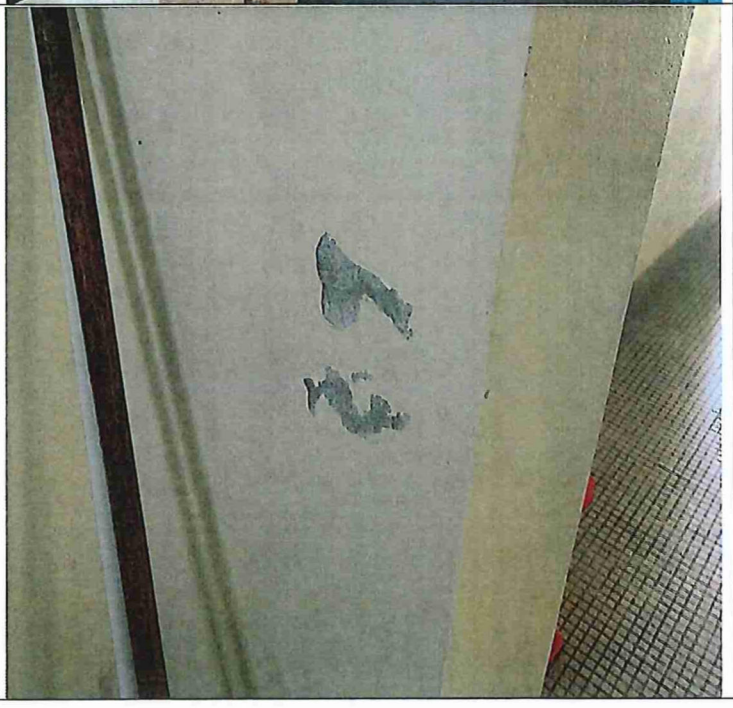
PROJECT MANAGEMENT UNIT

Defects List - Attachment

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

Item.	Photos	Defects
1.		Ablution bottom door stopper needs to be neatly cut off edge.
2.		Ablution wall needs recoated with paint Off-white

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PROJECT MANAGEMENT UNIT

3.		Drawer body missing
4.		Drawer body missing
5.		Drawer handles missing.

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PROJECT MANAGEMENT UNIT

Defects Liability Rectification Notice

Issued to: Alrico Construction

Defect Liability Notice: 3 Months

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

Project Number: GTB – GFC 09/22

Subject: **Request rectification of defected works at Lot 3, SINU Panatina – Hostel P2-05**

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

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

Attached herewith defects list

Sincerely

Soleana Gagahe
Contracts Manager
Project management Unit

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PROJECT MANAGEMENT UNIT

Defect Assessment Report.

PROJECT DETAILS:	
PROJECT NAME:	Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023
CONTRACT #:	GTB – GFC 09/22
CONTRACTOR:	Alrico Construction
WORK TYPE:	Carpentry
PROJECT SITE:	SINU Panatina
LOT #:	Lot 3
BUILDING NAME:	Hostel P2-05 – Girls Dormitory
DEFECTS PERIOD:	3 Months (16th February to 16th May 2023)
DEFECTS INSPECTION REPORT DATE:	24th August 2023
REPORT PREPARED BY	Frank Arebaio

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PROJECT MANAGEMENT UNIT

Inspection Summary

1. **Contractor**:

1.1 Alrico Construction have notified the NHA – PMU of the completion of three (3) months' defects liability period (DFLP) on the 16th of May 2023.

2. **Client - NHA PMU**

2.1 NHA – PMU conducted site inspection on the 24th of August 2023.

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

3. **Action**

3.1 After inspection, NHA –PMU has identified defects on the building – Hostel P205 Girls Dormitory.

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

4. **Conclusion:**

6.1 The contractor began defects rectification work on the 25th of August and completed the defects work on the 28th of August 2023. After final inspection, the Project Manager can confirm that the defects work has been properly completed and satisfactorily rectified by the contractor.

Refer summary below for defects rectified work details.

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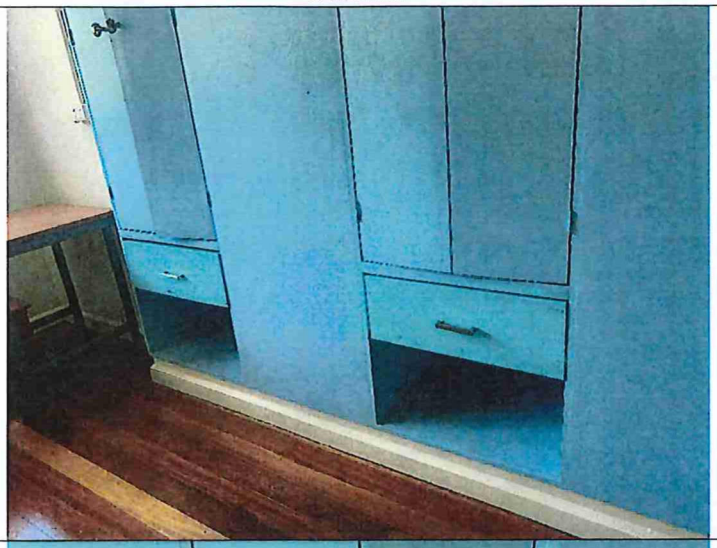
PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status
Rebuild drawers and added handle, repainted with sky blue.		Complete
		Complete

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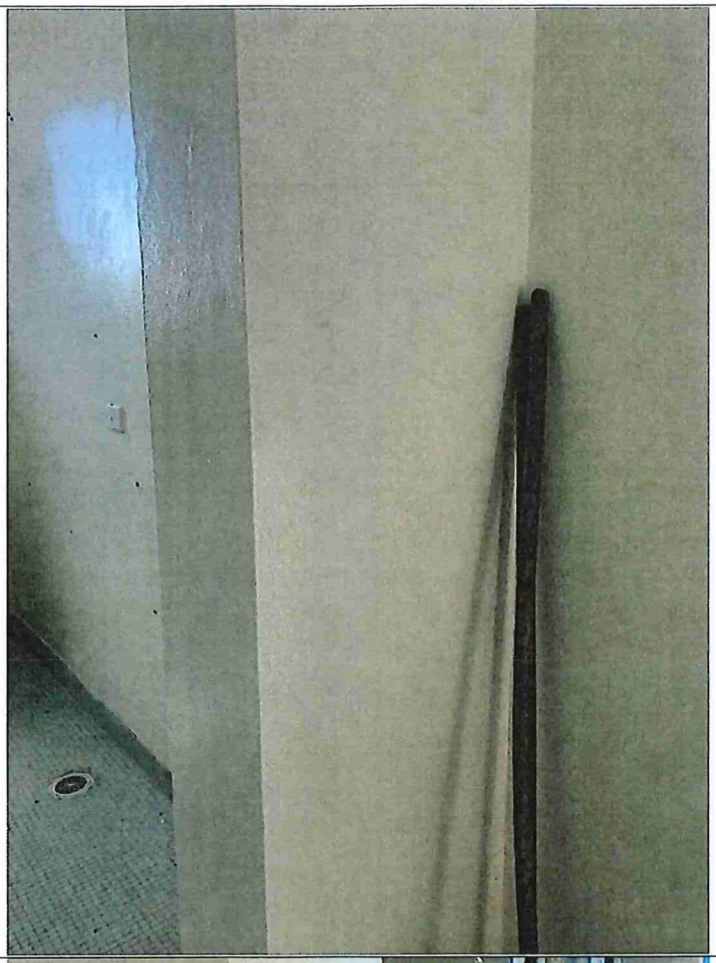
PROJECT MANAGEMENT UNIT

		Complete
		Complete

Recoated off-white to ablution column.		Complete
		

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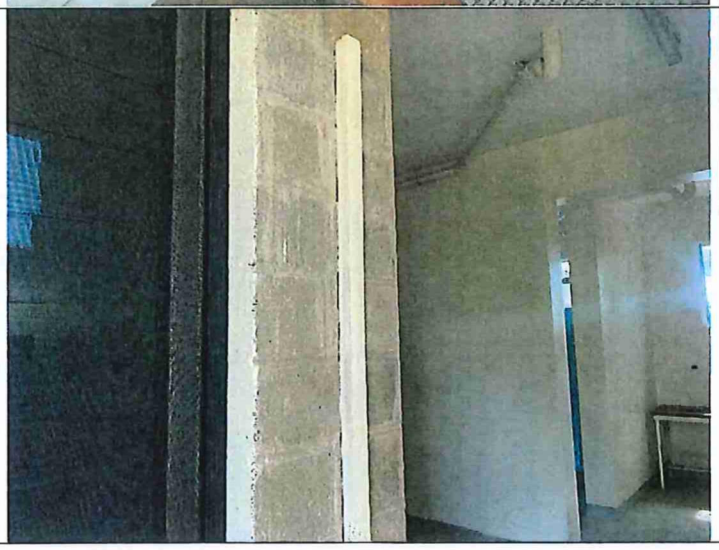
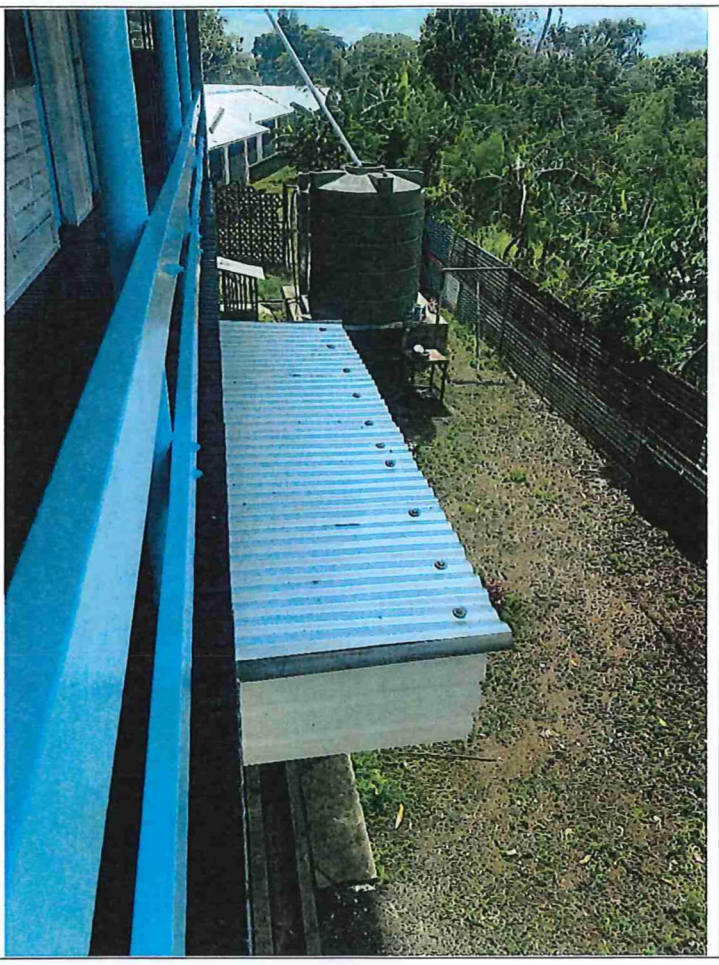
PROJECT MANAGEMENT UNIT

Installed gate stopper and coated off-white		Complete
		Complete

Replaced rotten roofing iron to new.		Complete

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PROJECT MANAGEMENT UNIT

Date: 25/08/23

DEFECTS COMPLETION REPORT CERTIFICATE

To: Alfred Riibako **Alrico Construction** *(The Contractor)*	**To: Leeroy Bird** **Executive Director** **National Hosting Authority, Project Management Unit. PMU** *(The Employer)*
Contact person: Alfred Riibako	**Contact person: Graham Lilo**
Address: Mount Austin Heights **Honiara, SI** **Email: alricoconstruction@gmail.com**	**Address: Sea King Building** **P.O. Box 2443, Honiara, SI**
Telephone: 7495881	**Telephone: 7639417**

Contract no: GTB – GFC 09/22
Contract title: Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023

DEFECTS CERTIFICATE			
	Day	**Month**	**Year**
Practical Completion Certificate achieved on:	**16th**	**February**	**2023**
The defect lapse date:	**16th**	**May**	**2023**
The end of the last *defects correction period* is:	**28th**	**August**	**2023**
This Defects Certificate Date is: (at the later of the *defects date* or the end of the last *defects correction period*)	**4th**	**September**	**2023**

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

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PROJECT MANAGEMENT UNIT

	Defects identified and corrected. See defects list and report attached.

Works checked and certified by the Project Manager:

Graham Sito 02/11/25

Signature: *Name:* *Date:*

Final Approval Certificate

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

Certified by the Executive Director - PMU:

Leeroy. B 6/11/25

Signature: *Name:* *Date:*

Certificate Of Final Completion

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	**PROJECT SCH REF:**	03 SINU PAN
NHA PROJECT REF:	03 GV	**LOT NO:**	Lot 3
CONTRACT NO:	GTB 09/22	**BUILDING NO:**	HOSTEL_P205

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PROJECT MANAGEMENT UNIT

CONTRACTOR:	ALRICO CONSTRUCTION	**CERTIFICATE NO:**	
WORK TYPE:	ELECTRICAL WORKS	**DPL (Defect Liability Period)**	3 Months
PROJECT SITE:	SINU PANATINA CAMPUS	**DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE**	24/02/2023
BUILDING NAME:	HOSTEL P205 – GIRLS DORMITORY	**DEFECT PERIOD LAPSE DATE:**	16th May 2023

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 4th of September 2023.

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

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

.....	.....	.....
Graham Lilo	**Soleana Gagahe**	**Leeroy Bird**
Project Manager	**Contracts Manager**	**Executive Director**

Contractor hereby accepts construction project as finally complete.

.....	ALRICO CONSTRUCTION Common Seal	.....
Managing Director		**Project Manager**
Alrico Construction (Contractor)		**Alrico Construction (Contractor)**

Copy to Contractor

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

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Alfred Mcdacascos Riibako
Managing Director
Alrico Constructions
Mount Austin Heights
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – SINU PANATINA / CARPENTRY / A41 / Lot 3

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract **for labour based supply for the Games Village Upgrade Works.**

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

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

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3/11/22
Sign:
National Hosting Authority

Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

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

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: HAZEL H (COA - ELECTRICAL)

Date: 7/11/2023

Procurement section Compliance performed by:

Signed: _____

Name and Position: Tumasi, B (CO).

Date: 07/11/23.

Finance Department Compliance performed by:

Signed: _____

Name and Position: Gregory Sale

Date: 8/11/23

CONTRACT AGREEMENT

FOR

LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 3 – SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS)

CARPENTRY WORKS FOR HOSTEL P205-GIRLS DORMITORY

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ALRICO CONSTRUCTION

(GTB-GFC09/22)

December 2022

Table of Contents

CONTRACT AGREEMENT 2
SECTION II: GENERAL CONDITIONS OF CONTRACT 6
SECTION III: APPLICABLE CONDITIONS OF CONTRACT 15
SECTION IV: PAYMENT SCHEDULE 19
SECTION V: SCOPE OF WORKS/ SPECIFICATIONS 20
SECTION VI: SITE MAP & LOCATION OF THE SCHOOL 21
SECTION VII: LIST OF LABOURERS 22
SECTION VIII: LIST OF MACHINERIES & EQUIPMENT 23
SECTION IX: WORKS SCHEDULE 24
SECTION X: ANNEXES TO THE CONTRACT 25

CONTRACT AGREEMENT

THIS AGREEMENT made on this 16th December 2022, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

ALRICO CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Alfred Riibako,** herein the Managing Director of **Alrico Construction,**

WHEREAS the Purchaser desires that the Works known as **Upgrade of Schools for the Pacific Games Villages 2023** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

The Purchaser and the Contractor (herein referred as parties) agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) wthin a period of 10 months.

3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.

4. The total Price shall be **SBD$ 427,355.90.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority**.

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS)

    Name of Building: HOSTEL P205-GIRLS DORMITORY

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.

13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:

a. *Tender Award Letter*
b. *Worker's Compensation Certificate*
c. *Police Clearance Certificates*
d. *Other documents attached as additional Annexes to the Contract*

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Alfred Riibako
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director Alrico Construction
Date:	20/12/2022	**Date:**	16/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 16/12/22

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Application

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

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

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

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

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

Article 4 Guarantee

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

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

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

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

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

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

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

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

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

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

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

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

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

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

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

Article 7 Method of Notification

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

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

7.3 'In writing' is understood to include 'electronically', provided:
   a. the notification can be consulted by the addressee.
   b. the authenticity of the notification is sufficiently guaranteed; and
   c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

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

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

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

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

FINANCIAL PROVISIONS

Article 9 Prices

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

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

Article 10 Invoicing and payment

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

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

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

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

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

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

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

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

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

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

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

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

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

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

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

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

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

Article 19 Assignment of rights and obligations under the Contract

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

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

Article 20 Insurance

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

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

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

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

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

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** Alrico Construction Mount Austin Heights Honiara Solomon Islands Email: alricoconstruction@gmail.com Mob: 7495881 **c. THE LOCATION SITE IS:** LOT 3 - SOLOMON ISLANDS NATIONAL UNIVERSITY (PANATINA CAMPUS): HOSTEL P205-GIRLS DORMITORY
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Frank Arebaio Project Management Unit National Hosting Authority Email: FArebaio@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb **THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**

		Alfred Riibako Alrico Construction Mount Austin Heights Honiara Solomon Islands Email: alricoconstruction@gmail.com Mob: 7495881
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractors performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to compromise with this schedule.

CONTRACT VALUE			SBD$ 427,355.90
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	**$ 85,471.18**	**$ 85,471.18**
Payment No.2	35% payment shall be paid upon completion of carpentry works for Hostel P205 – Ground Floor	**$ 149,574.57**	**$ 149,574.57**
Payment No.3	35% payment shall be paid upon completion of carpentry works for Hostel P205 – Top Floor and issuance of Certificate of Practical Completion	**$ 149,574,57**	**$ 149,574,57**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$42,735.59**	**$42,735.59**
TOTAL			**$ 427,355.90**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

Contents

1.0 INTRODUCTION 1

Fig 1. General map location 1

Fig 2. General house layout. 1

2.0 SUMMARY OF MAJOR TASKS 2

3.0 CARPENTRY WORKS 2

3.10 Bed rooms 2

3.11 Windows 2

3.12 Doors 2

3.13 Ceiling 2

3.14 Interior wall 2

3.15 Floor 2

3.16 Wardrobe 3

3.20 Ablution and Laundry 3

3.21 Windows 3

3.22 Doors 3

3.23 Ceiling 3

3.24 Interior wall 3

3.25 Floor 3

3.26 Laundry, sink/wash basin 3

3.30 Corridor and Veranda 4

3.31 Windows 4

3.32 Ceiling 4

3.33 Exterior wall 4

3.34 Floor 4

4.0 HOSTEL P2-05 – PHOTOS 5

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

1.0 INTRODUCTION

The Project Management Unit requirements for the renovation works of SINU Panatina Hostel P2-05 is as specified below. All Materials for the works shall be provided for the Contractor, the contractor shall provide all labor, tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.



Fig 1. General map location.

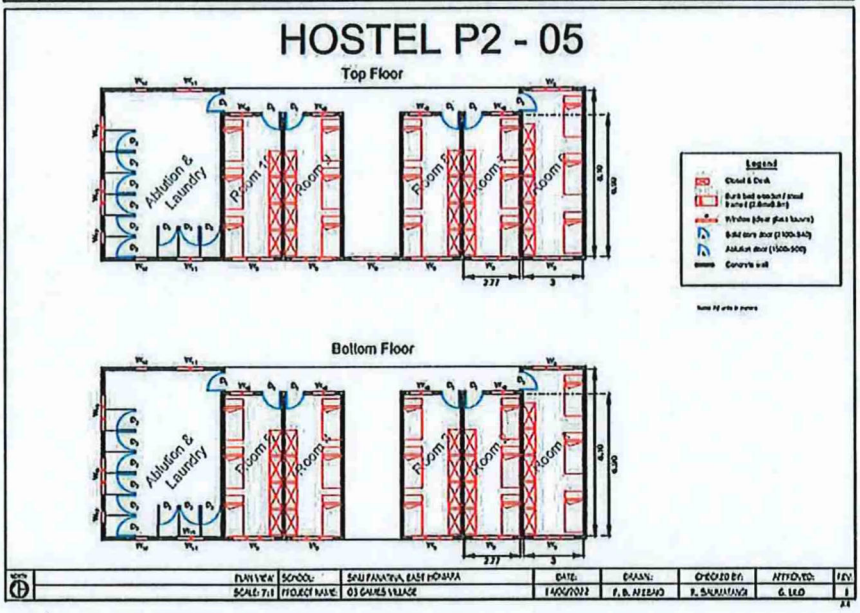


Fig 2. General house layout.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

2.0 SUMMARY OF MAJOR TASKS

- Renovation of total of 8 bed rooms & 1 common room.
- Renovation of 2 Ablutions & 1 laundry area.
- Renovation of corridor & walkways.
- Excludes attached staff house at Eastern end of building.
- Interior and specified exterior painting work, includes varnishing.

3.0 CARPENTRY WORKS

3.10 Bed rooms

3.11 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat white paint on the window frame and wooden window blades color to be specified by client.

3.12 Doors

- ✓ Replace broken wooden doors, door frames & architraves where necessary.
- ✓ Replace door lockset & dead bolt lock only if necessary.
- ✓ Replace broken doors with new doors; new doors to be installed with new 3xbutt hinges, stainless steel entrance knob lockset & double cylinder dead bolt lock.
- ✓ Apply two coat paint onto door frames and on doors, color to be specified by client.

3.13 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Carefully remove then reuse existing skirting.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.14 Interior wall

- ✓ Replace broken FC fiber walls with new FC fiber sheets.
- ✓ Carefully remove then reuse existing skirting.
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.

3.15 Floor

- ✓ Remove broken or old vinyl tiles.
- ✓ Wash clean bed rooms concrete floor and prepare surface to receive vinyl tiles for bottom floor rooms only.
- ✓ Carefully remove existing bullnose.
- ✓ Clean and sand floor surface then apply two coat varnish on top floor bed rooms only.

- ✓ Install reused existing bullnose.

3.16 Wardrobe

- ✓ Replace all broken and old wardrobes.
- ✓ Replace hinges, handle & hasp and staples if necessary.
- ✓ Wash clean wardrobes and apply two coat paint color to be specified by client.

3.20 Ablution and Laundry

3.21 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat paint on the window frame and wooden window blades color to be specified by client.

3.22 Doors

- ✓ Replace broken wooden doors, door frames & architraves were necessary.
- ✓ Replace door lockset only if necessary.
- ✓ Replace broken doors with new doors; new doors to be installed with new 3xbutt hinges & stainless-steel entrance knob lockset.
- ✓ Apply two coat paint onto door frames and two coat paint on doors color to be specified by client.

3.23 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.24 Interior wall

- ✓ Replace old or broken FC fiber shower and toilet partition walls with new FC fiber sheets.
- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.
- ✓ Replace broken wall tiles. Surfaces to receive wall tile shall be rough to allow strong bonding between tile concrete surface and tile.

3.25 Floor

- ✓ Strip off old or damaged floor tiles.
- ✓ Wash and clean surface to replace with new ceramic tiles.

3.26 Laundry, sink/wash basin

- ✓ Wash clean existing wash basin/sink.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

3.30 Corridor and Veranda

3.31 Windows

- ✓ Carefully remove the existing security mesh, galvanized louvre frames.
- ✓ Replace existing louvre frames with Palmair louvre frames with louvre blades.
- ✓ Apply two coat paint on the window frame and wooden window blades color to be specified by client.

3.32 Ceiling

- ✓ Strip off old or damaged Magnesium oxide sheets.
- ✓ Patch or if necessary, replace old or damaged ceiling sheets with new FC fiber sheets.
- ✓ Replace broken and rotten ceiling noggins where necessary.
- ✓ Apply two coat ceiling flat paint on the ceiling.

3.33 Exterior wall

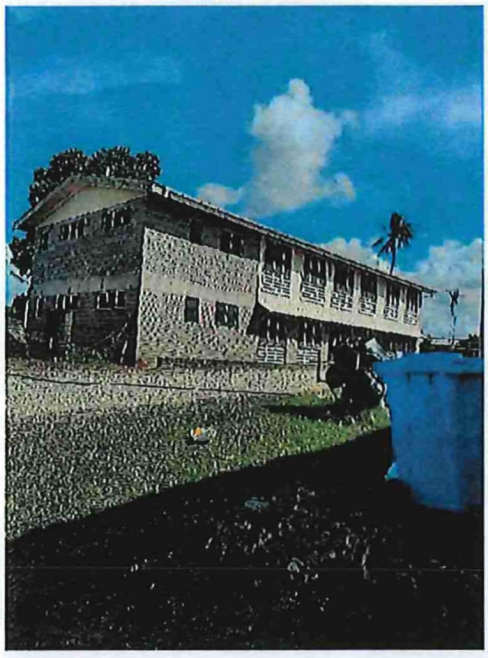
- ✓ Replace old or broken FC fiber walls with new FC fiber sheets.
- ✓ Wash clean concrete Exterior wall and apply two coat hog brittle quarter paint.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinues.
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint color to be specified by client.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint color to be specified by client.

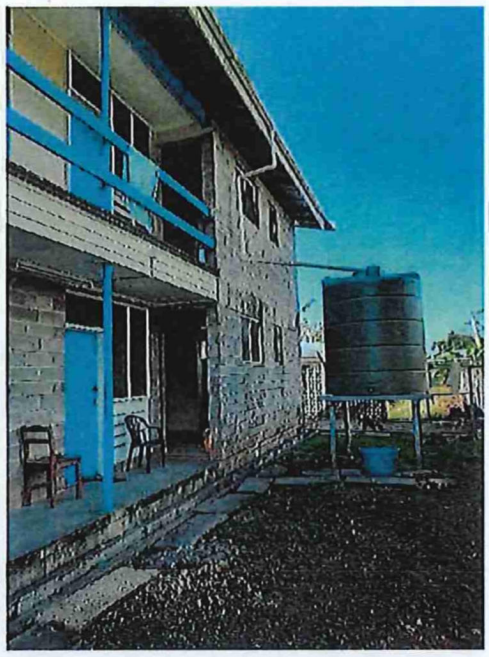
3.34 Floor

- ✓ Clean and sand top floor timber surface then apply two coat varnish.

SCOPE OF WORKS FOR INTERIOR & EXTERIOR RENOVATION OF SINU PANATINA DOUBLE STORY BUILDING HOSTEL P2 – 05.

4.0 HOSTEL P2-05 – PHOTOS







SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

Schedule of Daywork (Construction Plant)

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

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

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

PLANT	Capacity [@ Least]		Est. Qty. (Hours)	Rate / Hour (SBD)	Amount (SBD)
	Equipment Description	Owned/ Hire			
Motor Grader		Hired	8.0	$3000.00	$24,000.00
Excavator	1x HITACHI ZAXIS 200 Excavator (Brand New)	Owned	8.0	$2000.00	$16,000.00
Drum Roller		Hired	8.0	$5000.00	$40,000.00
Tipper Truck	1x ISUZU 4WD Tipper Truck	Owned	8.0	$500.00	$4,000.00
Dump Truck		Hired	8.0	$3000.00	$24,000.00
Pick Up Truck	1x Hilux Reg #: MC 7324	Owned	8.0	$200.00	$1,600.00
Bull dozer	2x Caterpillar D6D	Owned	8.0	$2,000.00	$10,400.00
3ton Truck	1x ISUZU 3ton Flatbed (Reg #: MB8360)	Owned	8.0	$300.00	$2,400.00
4ton Truck	1x ISUZU 4WD Flatbed (Reg #: MC2951)	Owned	8.0	$300.00	$2,400.00
3ton Truck	1x Mitsubishi 3-Ton Truck (Reg #: MB7703)	Owned	8.0	$300.00	$2,400.00
			8.0		$
			8.0		$
			8.0		$
			8.0		$
			8.0		$
				Sub-Total for PLANT:	SBD 127,200-00

SECTION IX: WORKS SCHEDULE

SCHOOL BUILDINGS BREAK DOWN

NAME OF SCHOOL	BUILDING NAME	BUILDING CODE NUMBER	MATERIALS SUPPLIER	LABOUR CONTRACTOR
SINU PANATINA	HOSTEL P2-05			

PROJECT MANAGER	SITE ENGINEER

UPGRADE OF SCHOOLS SCHEDULE

No	Description of works	Duration	Date start	Date Finish
	Hostel P2-05	66d	Mon 12/12/22	Sat 25/02/23
1	Site Establishment	1d	Mon 12/12/22	Mon 12/12/22
2	Remove broken ceiling sheets	1d	Mon 12/12/22	Mon 12/12/22
3	Instal ceiling with new FC sheets	1d	Tue 13/12/22	Tue 13/12/22
4	Replace broken room interior walls with new FC fiber sheets	1d	Wed 14/12/22	Wed 14/12/22
5	Site Establishment	1d	Thu 15/12/22	Thu 15/12/22
6	Replace broken fluorescent light frame, bulb and light switch	3d	Thu 15/12/22	Sat 17/12/22
7	Replace old power or install new GPO switch includes power pump switch	3d	Mon 19/12/22	Wed 21/12/22
8	Remove existing window mesh and galvanished steel frame	3d	Thu 22/12/22	Mon 26/12/22
9	Replace louvre frames with palmair louvre frames	1d	Tue 27/12/22	Tue 27/12/22
10	Site Establishment	1d	Wed 28/12/22	Wed 28/12/22
11	Install prefab window mesh	10d	Wed 28/12/22	Thu 05/01/23
12	Replace broken wardrobes	2d	Fri 06/01/23	Sat 07/01/23
13	Replace broken doors and architraves	3d	Mon 09/01/23	Wed 11/01/23
14	Wash clean/prep bedroom floor surface & intall vinyl tiles	9d	Thu 12/01/23	Sat 21/01/23
15	Wash clean/sand prep bedroom floor surface & varnish two coat	7d	Mon 23/01/23	Mon 30/01/23
16	Remove tiles, clean/prep ablution floor surface to intall ceramic tiles	5d	Tue 31/01/23	Sat 04/02/23
17	Site Establishment	1d	Mon 06/02/23	Mon 06/02/23
18	Replace old shower roses	1d	Mon 06/02/23	Mon 06/02/23
19	Replace toilet seat and cistern	6d	Tue 07/02/23	Mon 13/02/23
20	Replace broken taps, traps, junctions, connections and wash basins	2d	Tue 14/02/23	Wed 15/02/23
21	Concrete slab for tank	3d	Thu 16/02/23	Sat 18/02/23
22	Tank installation	1d	Mon 20/02/23	Mon 20/02/23
23	Security cage for power pump	1d	Tue 21/02/23	Tue 21/02/23
24	Install water pump and fittings to water supply	1d	Wed 22/02/23	Wed 22/02/23
25	Painting interior wall, window, doors, frames, ceiling	6d	Thu 16/02/23	Wed 22/02/23
26	Painting exterior walls	3d	Thu 23/02/23	Sat 25/02/23
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MONTHS	Dec-22				Jan-23				Feb-23				Mar-23				Apr-23				May-23				Jun-23				Jul-23				Aug-23				Sep-23				Oct-23			
WEEKS	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30	W31	W32	W33	W34	W35	W36	W37	W38	W39	W40	W41	W42	W43	W44	W45	W46	W47	W48	W49	W50	W51	W52

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

TOWER

Certificate of Currency

CUSTOMER COPY - RETAIN FOR YOUR RECORDS

Alrico Construction C/- P O Ox 1397 Honiara SI01 Customer Reference: 52387801/XWC001	Company Premium $4,724.20 Stamp Duty $50.00 **Total Premium** $4,774.20

This Certificate of Currency shows the cover applicable as at 21/07/2022.
The policy expires on 08/06/2023.

POLICY DETAILS - XWC001

INSURED: ALRICO CONSTRUCTION

The following items are subject to our current SOLOMON ISLANDS WORKERS COMPENSATION ACT and our WORKERS COMPENSATION POLICY terms and conditions:

Situation: MT AUSTIN
EAST HONIARA
HONIARA

WORKERS COMPENSATION COMMON LAW - $150,000 - WORKERS COMPENSATION.

Standard Clauses and Warranties
NUCLEAR EXCLUSION
This Policy does not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusion 4 above does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the insured for the commercial, agricultural, medical,

Certificate of Currency

Alrico Construction

scientific or other similar peaceful purposes for which they were intended.

This certificate printed on 21/07/2022
is signed on behalf of the company by
Melina G Pitamama
Customer Services Officer

ANNEX III: POLICE CLEARANCE CERTIFICATES