



2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

CAPITOL CONST - 10% Retention - Construction of Drainage & System @ Friendship Hall

1) Minute

Sign by ED

2) Requisition

Compliance Officer

Sign by ED

3) Payment Voucher

Sign by FC

Sign by ED

4) LPO

Sign by FC

Sign by ED

5) IB Authorisations

Sign by FC

Sign by ED

Comments:



Transaction or Request Lodgement Receipt

Transaction or Request Description: ANZ to Other Bank Transfer
Transaction or Request Status: Posted
Date / Time: 02/04/2024 12:24
Transaction Number: AIB44147

Transaction Details:
 ANZ to Other Bank Transfer

From Account: 5691140
 Transfer Amount in Local Currency: SBD 50,988.98
 Transfer From Amount: SBD 50,988.98
 Indicative :
 My Reference: Drainage outlet

Payment Details

Account Name: Capitol Construction
 Account Number: 011501000364
 Bank Name: Pan Oceanic Bank
 Reference To Payee : Retention Paymen



Pay Date : 02/04/2024

Transaction ID : ANZBSBSB090424I0000249

Comments:

***** Authorisation Details *****
 02/04/2024 12:24 Pauline Tovua
 Authorisation Required for : ANZ to Other Bank Transfer (2A)
 05/04/2024 09:56 Christian Nieng
 Authorised -ANZ to Other Bank Transfer
 Comments : Verified
 09/04/2024 16:16 Debbie Ofaeri Sifoni
 Authorised -ANZ to Other Bank Transfer
 09/04/2024 16:16 Debbie Ofaeri Sifoni
 Transaction Processed

©Copyright Australia and New Zealand Banking Group Limited ABN 11 005 375 522, 1996-2024. ANZ's colour blue is a trade mark of ANZ.

Your Reference

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

Held for Authorisation

Transaction Number AIB44147

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 50,988.98


Transfer From Amount: SBD 50,988.98

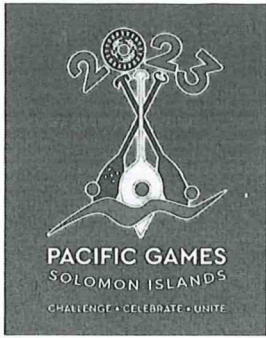
Indicative :

My Reference: Drainage outlet

Payment Details

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


514124



NATIONAL HOSTING AUTHORITY

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

Capitol Construction Pty limited
P O Box 1368 Ranadi
Honiara

PAYMENT VOUCHER	
DATE	26/03/2024


Cheque Number IB TRANS
Total Amount Paid \$50,988.98

Retention payment 10% for Friendship Hall construction of outlet pipe drainage system.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00001969	26/10/2023	\$509,889.75	\$458,900.77	\$50,988.98


22/2/24


27/3/24

Payment Voucher Prepared By:  Date: 26/03/24

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE
CONSTRUCTION OF DRAINAGE SYSTEM AT FRIENDSHIP HALL

CAPITOL CONSTRUCTION PTY LTD

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			551,232.16				
26/10/2023	No.1	50%	275,616.08		20,671.21	254,944.87	PAID
10/11/2023	No.2	40%	220,492.86		16,536.96	203,955.90	Paid
26/26/24	No.3	10%	55,123.22		4,134.24	50,988.98	Payment in Progress
			-		-	-	
TOTAL			551,232.16	-	41,342.41	509,889.76	



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMO-1369/24

DEPARTMENT: PMO

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LOS	10% Retention for Construction of Drainage System @ Friendship Hall after completion of 2-month DUP	Capital Construction	INV # GCC 03	\$55,123.22 ↓
TOTALS					\$55,123.22
Approval is requested to incur expenditure on the above Estimated Cost (SBD): <u>\$55,123.22</u> Date: <u>26/03/24</u> Requisition Officer (Name): <u>SOUEANA G</u> Sign: <u>[Signature]</u>			Account Code: <u>G-2817</u> Account Name: <u>Other Local Other Cost</u> Funds available on this account: _____		
Supervisors Certification (Accountable Officers): Certifying Officer (Name): <u>LEEROY B</u> Sign: <u>[Signature]</u> Post: <u>ED PMO</u> Department: <u>PMO</u>			Authority is granted for expenditure not exceeding: SBD\$ <u>55,123.22</u> Signed: <u>[Signature]</u> Name: <u>[Signature]</u> Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Threshold Checklist Payment requires one quote (10,000 below) <input type="checkbox"/> Payment requires three quotes (\$10,000.00 above) <input type="checkbox"/> Is it a ITB Contract Payment <input type="checkbox"/> Is it a GTB Contract Payment <input type="checkbox"/> Payment is a Bid Waiver <input type="checkbox"/>			Compliance Check by: <u>[Signature]</u> Signature Name: <u>Toman</u> Date: <u>26/03/24</u> Position: <u>P.C.O</u>		



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1369/24

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO:	COST
1	LOS	10% Retention for Construction of Drainage System @ Friendship Hall after completion of 2-month DLP	Capital Construction	INV # ACC 03	\$55,123.22 ↓
				TOTALS	\$55,123.22
Approval is requested to incur expenditure on the above			Account Code: _____		
Estimated Cost (SBD): <u>\$55,123.22</u>			Account Name: <u>6-2917</u>		
Requisition Officer (Name): <u>SOLEMANA G.</u>			Funds available on this account: <u>Other Local Other Cost</u>		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEEROY B</u>			SBD\$ _____		
Post: <u>ED PMU</u>			Signed: <u>55,123.22</u>		
Department: <u>PMU</u>			Name: _____		
			Note: Authority for expenditure must be given by accounting officer or his/her deligated		
Threshold Checklist			Compliance Check by: _____ Signature		
Payment requires one quote (10,000 below) <input type="checkbox"/>			Name: <u>Tuman B</u> Date: <u>26/03/24</u> Position: <u>P.C.O</u>		
Payment requires three quotes (\$10,000.00 above) <input type="checkbox"/>					
Is it a ITB Contract Payment <input type="checkbox"/>					
Is it a GTB Contract Payment <input type="checkbox"/>					
Payment is a Bid Waiver <input type="checkbox"/>					

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



NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

C5


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

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

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

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

Department Compliance performed by:

Signed: 

Name and Position: CORA S. MAKIM, PM

Date: 26/03/24

Procurement section Compliance performed by:

Signed: 

Name and Position: Tuman Bil P. Cu

Date: 26/03/24

Finance Department Compliance performed by:

Signed: _____

Name and Position: _____

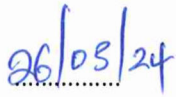
Date: _____

NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA
Thru: Executive Director, PMU
From: Graham Lilo, PMU
Ref: GKL-260324
Date: Tuesday 26th March 2024


Signature


Date

SUBJECT: RELEASE OF RETENTION (10%) PAYMENT UPON COMPLETION OF 2 MONTHS DLP FOR CONSTRUCTION OF DRAINAGE SYSTEM AT FRIENDSHIP HALL

Dear ED,

Kindly find attached Close Out documents for Capitol Construction for 2-month Defects Liability Period (DLP) for Contract for Construction of Drainage System at Friendship Hall.

PMU has verified that all Works have been completed and a final defect rectification has already been conducted, and therefore, we hereby release of retention payment (10% of Contract Value) as per the Payment schedule of the Contract which states;

“10% Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after two months of practical completion.

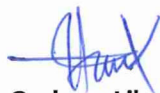
The Date of Practical Completion for these Works was 20th November 2023, and thus, the 2-months period has lapsed on 20th January 2024.

PMU is satisfied with the defects rectified works and is in support of their claim for the release of retention payment.

The amount for claim is **\$55,123.22**.

Approval is hereby sought for payment to be raised accordingly.

Yours sincerely,



Graham Lilo
Project Manager
Project Management Unit



C/-P.O. Box 2443

Honiara

Solomon Islands



Phone:

677 7308800

Facebook page:

Sol2023 XVII Pacific
Games



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

PROGRESS PAYMENT CERTIFICATE NO: 03

Payment Schedule Name:	Payment No. 3 - Retention		
Project Name:	Construction of Drainage System at Friendship Hall		
Contractor:	Capitol Construction		
Project Manager	Brolin Lae/Graham Lilo	Certificate:	PC - 03
Contract Administrator:	Soleana Gagahe	Date Invoice Received:	12-Mar-24
		Date Issued for payment:	26-Mar-24
		Contract No:	N/A

A PROGRESS CLAIM SUMMARY				
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 551,232.16		
1	Payment 1 (50%)	\$ 275,616.08	\$ 275,616.08	Already paid
2	Payment 2 (40%)	\$ 220,492.86	\$ 220,492.86	Already paid
3	Payment 3 (10%)	\$ 55,123.22	\$ 55,123.22	This Claim
4				
5	Progress Claim to date	\$ 551,232.16		
6	Original Contract Value	\$ 551,232.16		
7	Total Adjusted Contract Value	\$ 551,232.16		
8	Balance of Contract Payment	\$ -		

B PAYMENT DETAILS			
	Progress payment for this claim	\$ 55,123.22	
	Retention-Purchaser retains 5% of this payment pursuant to clause		
	Amount payable for this claim after Retention	\$ 55,123.22	

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract for Construction of Drainage System at Friendship Hall

Payment is hereby certified:

.....
Graham Lilo (Project Manager)

26 / 03 / 24
.....
Date

Complianced and approved by:

.....
Soleana Gagahe (Contract Administrator)

26 / 03 / 24
.....
Date

Claim is hereby approved for payment by:

.....
Leeroy Bird (Executive Director - PMU)

26 / 03 / 24
.....
Date

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



Phone: 38277/8875555 Fax: 30908
P O Box 1368, Honiara, Solomon Islands

Email: capitolconst@gmail.com

Tin 1032068

INVOICE GCC 03

12 March 2024

The Executive Director
NHA
P O Box 2443
Honiara

PROJECT: CONSTRUCTION OF DRAINAGE SYSTEM FOR FRIENDSHIP HALL

Being for 5% Defects Liability period payment as per Contract.

Description	Amount	Rate	Claimed Amount
5% Defects Liability Claim	\$55,123.22	1	\$55,123.22
Less: Withholding tax		7.50%	(4,132.22)
Amount Payable			\$ 50,988.98

Amount in Words

Fifty Thousand Nine Hundred Eighty Eight Dollars and Ninety Eight Cents.

Please make payment to the below account:

Capitol Construction Pty Ltd
Account: 011501000364
Pan Oceanic Bank
Honiara



P O BOX 2443 National Stadium, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

PMU CLOSE OUT TEMPLATE

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Defect Assessment Report.	5
DEFECTS COMPLETION REPORT CERTIFICATE	8
Certificate Of Final Completion	10



Defect List

Project Name:	Installation of Outlet Drainage Pipe for Friendship Hall's drainage system	Defects Liability Period:	1 Month
Project Engineer:	Brolin Lae	Actual date of DLP Lapses:	20 th November 2023
Project Site:	Friendship Hall	Contractor:	Capitol Construction Limited
Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion
1	Debris filter clogged with mixture of dirt and rubbish disabling stormwater from flowing out of soak pit.	Clean/replace debris filter and clear off debris trapped within soak pit.	20 th December 2023
2			
3			
<p><i>In lieu of the Contract terms and conditions for which these defects shall be rectified, the Contractor is hereby required to properly complete the works as required prior to retention payment released as required.</i></p> <p>Issuance of this notice in conformity with the Contract by: <u><i>[Signature]</i></u> date: <u>19/12/23</u></p> <p>Counter Signed by the Contracts Manager: <u><i>[Signature]</i></u> - Date: <u>19/12/23</u></p>			



DEFECT LIABILITY RECTIFICATION NOTICE

Issued to: Capitol Construction Limited

Defect Liability Notice: 1 Month

Project name: Installation of Outlet Drainage Pipe for Friendship Hall's drainage system

Project Number:

Subject: **Request rectification of defected works at the Friendship Hall's Soak Pit**

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 pay upon satisfactory completion and certification of the defects as required.

Attached herewith defects list


Sincerely

Soleana Gagahe
Contracts Manager
Project management Unit



Defects List

The contractor is required to properly rectify the defects and complete the works listed below before release of retention payment.

Item.	Photos	Comments
1.		Debris filter clogged inside the existing soak pit. Replace filter and clean soak pit.




P O BOX 2443 National Stadium, Honiara Solomon Islands

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PROJECT MANAGEMENT UNIT

Defect Assessment Report.

PROJECT DETAILS:	
PROJECT NAME:	Construction of Drainage System for Friendship Hall
CONTRACT #:	GTB – GFC 11/22
CONTRACTOR:	Capitol Construction
WORK TYPE:	Stormwater Drainage Works
PROJECT SITE:	Friendship Hall
DEFECTS PERIOD:	2 Months (20/11/23 – 20/01/24)
DEFECTS INSPECTION REPORT DATE:	20/03/24
REPORT PREPARED BY	Graham Lilo 



PROJECT MANAGEMENT UNIT

Inspection Summary

1. Contractor:

1.1 Capitol Construction have notified the NHA – PMU of the completion of two (2) months' defects liability period (DFLP) on the 02/02/24

2. Client - NHA PMU

2.1 NHA –PMU conducted site inspection on the < 12/03/24>

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 identified that defect(s) were encountered and thus, requested Contractor to attend to the issue.

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*)

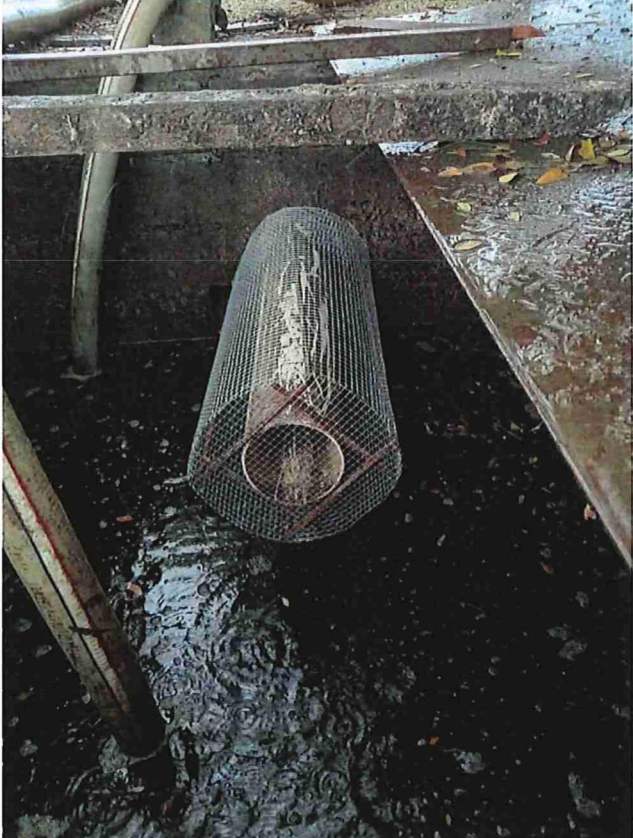
4. Conclusion:

6.1 The contractor began defects rectification work on the 21/12/23 and completed the defects work on the 24/12/23. 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.

PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status
Replacement of filter and clean soak pit		Completed.



P O BOX 2443 National Stadium, Honiara Solomon Islands

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PROJECT MANAGEMENT UNIT

Date: 26/03/24

DEFECTS COMPLETION REPORT CERTIFICATE

To: David Rupokets Capitol Construction <i>(The Contractor)</i>	To: Leeroy Bird Executive Director National Hosting Authority, Project Management Unit. PMU <i>(The Employer)</i>
Contact person: David Rupokets	Contact person: Graham Lilo
Address: P.O.Box 1368 Honiara, SI	Address: Sea King Building P.O. Box 2443, Honiara, SI
Telephone: 38277/8875555	Telephone: 7639417

Contract no: N/A
Contract title: Construction of Drainage System for Friendship Hall

DEFECTS CERTIFICATE			
	day	month	year
Practical Completion Certificate achieved on:	20	11	2023
The defect lapse date:	20	01	2024
The end of the last <i>defects correction period</i> is:	20	01	2024
This Defects Certificate Date is: <i>(at the later of the defects date or the end of the last defects correction period)</i>	26	02	2024
Defect reference	List of Defects modified before the <i>defects date</i> which the <i>Contractor</i> has not corrected <i>(Refer to Defects List and Report.)</i>		
	Defects identified and corrected. See defects list and report attached.		



PROJECT MANAGEMENT UNIT

Works checked and certified by the Project Manager:

Waham Tilo

26/03/24

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

26/03/24

Signature:

Name:

Date:



P O BOX 2443 National Stadium, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

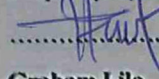
Certificate Of Final Completion

PROJECT NAME:	Construction of Drainage System for Friendship Hall	NHA PROJECT REF	17 STORMWATER DRAINAGE
CONTRACT NO:	N/A	CERTIFICATE NO:	1
CONTRACTOR:	CAPITOL CONSTRUCTION PTY LIMITED	PROJECT SITE:	FRIENDSHIP HALL (SINU PANATINA)
WORK TYPE:	STORMWATER/CONSTRUCTION WORKS	DPL (Defect Liability Period)	2 MONTHS
DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE:	20/11/23	DEFECT PERIOD LAPSE DATE:	20/01/24

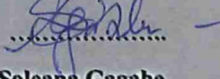
The works performed under this contract has been inspected by the authorized project manager representing Project Management Unit of National Hosting authority for the aforementioned contract and is hereby declared complete final on this date of 18/03/24.

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

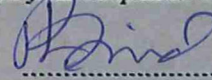
Project Management Unit of National Hosting Authority hereby accepts final completion with a lapse of defects period.



Graham Lilo
Project Manager

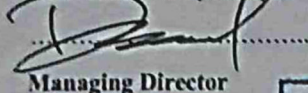


Soleana Gagahe
Contracts Manager



Leeroy Bird
Executive Director

Contractor hereby accepts construction project as finally complete:



Managing Director
Capitol Construction Pty Limited
(Contractor)



Project Manager
CAPITOL CONSTRUCTION PTY LTD
PO BOX 1365 HONIARA
Ph. 7482965
Email: capitolconst@gmail.com

Copy to Contractor

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

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: Dr. Jimmie Rodgers
to the Prime Minister
NHA Chair/Secretary
NHA/OPMC

Date: 11/10/23

Thru: Christian Nieng
Executive Director, NHA

Date: 10/10/23

Leeroy Bird

Executive Director, PMU

NHA Ref: RO-101023

Date: Tuesday 10th October 2023

SUBJECT: Approval of Bid Waiver of the Competitive Tender process to proceed with Award & Contract for Modification of sump pit and installation of outlet drainage pipe (100m length) for Friendship Hall's existing sump pit.

Dear Chair, NHA/SPM,

Referring to the above matter, your approval is hereby required to proceed with the Waiver of the Competitive Tender Process and to proceed with the Award and contract to the recommended Contractor for the modification of the sump pit and Installation of outlet drainage pipe (100m) for Friendship Hall's existing sump pit.

With the urgency and limited time frame for this project, PMU recommends Contractor: CAPITOL Construction Pty Ltd to conduct the Works stated above.

Attached are the following documents:

1. Request for Quotation
2. Bid Waiver Form
3. Quotation from recommended Contractor

Cost of Works: SBD \$551,232.16

Recommended Contractor: CAPITOL Construction Pty Ltd

Duration: 3 Weeks

We thank you for your consideration and deliberation on this matter.

Sincerely,

Ramsey Ofainu
Project Manager (Stormwater), PMU

cc...FC, NHA
Procurement, Contracts & Compliance Manager, NHA



**NATIONAL HOSTING AUTHORITY
Solomon Islands Government**

Bid / Quotation Waiver

In some instances, it is recognized it may not be possible to observe the requirements of competitive quotations or tendering as stipulated in the FIs, in which case a **Bid Waiver Form** must be completed. This is prepared by the Division / Section making the purchase and must be approved by the authority that would approve a purchase of that value (e.g. GTB for Bid Waivers on purchases over \$500,000). The waiver will only be granted in circumstances where observing the normal requirements would result in detriment to the people or assets of the Solomon Islands, or where no benefit would be obtained by observing the requirements. Examples where a waiver would be granted include but would be limited to the below;

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

Description of Product / Service

Modification of Friendship Hall's existing sump pit and Installation of its outlet drainage pipe.

REASON FOR REQUEST (Please Tick)

Genuine Market Limitation		Natural Disaster		SI at War	
Public Emergency		Technical or Specialized Equipment		Other (Urgency)	✓

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

PMU requests approval of bid waiver to the Competitive tendering process as per PCAM 2013 Section 2.6 & 2.7 and to sole source recommended Contractor to conduct modification of Friendship Hall's sump pit and installation of its outlet drainage pipe. Outlet drainage pipe to be connected from the sump pit's overflow.

Reasons for Request to Waiver:

- i. Urgency – PMU has a restricted timeframe and this particular Work is required to be completed by 31st October 2023.
- ii. The Contractor is deemed most suitable to conduct these Works for the following reasons:
 - a. **Technical Expertise:** Drainage work requires specific technical knowledge about water flow and pipe installation techniques. The CAPITOL Construction Pty Ltd has experienced professionals who understand these aspects thoroughly, enabling them to implement the required work efficiently.
 - b. They can deliver in a short time frame.
 - c. They are reliable and able to deliver on time.
 - d. **Specialized equipment:** Drainage projects often require specialized equipment such as backhoes, trenchers, and pipe-laying machinery. CAPITOL Construction Pty Ltd has access to these tools, which significantly speeds up the excavation and installation processes.

Thus, it is deemed the best option for this recommended Contractor to conduct this installation.

Summary of Works

Recommended Contractor	Description of Works	Length (m)	Total Cost
CAPITOL Construction Pty Ltd	Modification of Friendship Hall's sump pit and Installation of outlet drainage pipe for the Friendship Hall's existing sump pit.	100 m	SBD \$551,232.16

Requested by: Division / Section	Signed:  Date: 10/10/23
Project Management Unit (GFC)	Leeroy Bird Post-Executive Director (PMU)
Approved by: Accounting Officer	Signed:  Date: 10/10/23
	 Christian Nieng Executive Director, NHA



CONTRACT AGREEMENT

FOR

**CONSTRUCTION OF DRAINAGE SYSTEM FOR
FRIENDSHIP HALL**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

CAPITOL CONSTRUCTION PTY LIMITED

October 2023

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SECTION I: CONTRACT AGREEMENT

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

The Purchaser

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

And

The Contractor:

The Contractor herein named as **Capitol Construction Pty Ltd** which has its registered office in Honiara, legally represented in this matter by **Mr David Rupokets**, hereinafter referred to as the Contractor, and have agreed to the **Construction of Drainage System for Friendship Hall** herein mentioned as Works specified in the Scope of Works.

1. The price of the execution of Works is confirmed in the Schedule of Estimated Quantities as part of the submission dated **Thursday 3rd August 2023**.
2. The total accepted Bid Price shall be **SBD\$ Five hundred and Fifty-One Thousand Two Hundred Thirty- Two Dollars and Sixteen Cents (SBD\$551,232.16)**. The agreed price for the execution of the Works is fixed for the duration of the Contract.
3. The place where the Works have to be executed shall be at **SINU- Panatina, East Honiara-Solomon Islands**.
4. The time limits for execution of the Works shall be maximum of 3 weeks and shall be on the basis turnkey specific contract process.
5. The Contractor shall strictly comply with the terms and conditions as mentioned in the **Special & General Contract Conditions for the Execution of Works and the Technical Specifications/Bill of Quantities/Drawings**. Any general and special terms and conditions drawn up by the Contractor do not apply.
6. The Contractor, herein **Capitol Construction Pty Ltd** shall make invoice(s) to the Purchaser at the Address mentioned as project Management Unit of National Hosting authority, quoting the, the amount of progress payment as per schedule and above-mentioned Contract number and name.
7. This Contract is subject to the provisions of the attached **General Conditions of Contracts for the Execution of Works**.
8. This Contract is made up of the following documents, in order of precedence:
 - *this Contract Agreement*
 - *the Special Conditions of Contract;*
 - *the General Conditions of Contract;*
 - *Payment Schedule*

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

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

SIGNING OF CONTRACT AGREEMENT

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

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority

Name:

Signature:

Designation:

Date:



24/10/2023

For the Contractor

Name:

Signature:

Designation:

Date:

David Rupokets

Managing Director
Capitol Construction Pty
Ltd

20/10/2023



Witness signing by Project Management Unit/NHA

Signature

Name:

Title:

Date:

Leeroy Bird

Executive Director

20/10/2023

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

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

Article 2 Application

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

- 3.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Purchaser in the Technical Specifications and Scope of Works, and quoted for by the Contractor

will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Purchaser, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities.

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

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Purchaser by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Purchaser might expect based on the Contract.
- 4.2 If the Purchaser has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable in the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Purchaser may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60 days of discovering this fact. If the Contractor receives such a notification from the Purchaser, the Contractor will rectify the defect or non-conformity within a period set by the Purchaser in accordance with the provisions of Article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Purchaser has not accepted explicitly and in writing. The Contractor indemnifies the Purchaser against all claims in this regard.
- 4.5 The Purchaser may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Purchaser.
- 4.6 The Purchaser may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Purchaser.

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

Article 5 Inspection

- 5.1 At the Purchaser's request, the Works may be regularly inspected by the Purchaser, or a third party designated by the Purchaser during the execution of the Contract. However, the Purchaser is not obliged to carry out such an Inspection.
- 5.2 If the Purchaser wishes to inspect the Works:
- a. the Contractor will allow the Purchaser, or a third party appointed by the Purchaser full access to the location where the Contractor is executing the Contract.
 - b. the Contractor will, upon request and at no cost to the Purchaser, cooperate with the Inspection and facilitate the Purchaser or a third party appointed by the Purchaser at the location and reasonable assistance in terms of staff and materials.
 - c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.
- 5.3 If the Purchaser rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Purchaser, to rectify without delay, at its own expense and risk, the defects and notify the Purchaser when the Works are ready for a new Inspection. The provisions of Article 5 apply in full. Rejection by the Purchaser during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Purchaser does not include any approval that the Works complies with the guarantees given in accordance with Article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

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

Article 7 Method of Notification

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

Article 8 Confidentiality

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

FINANCIAL PROVISIONS

Article 9 Prices

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

Article 10 Invoicing and payment

- 10.1 The Contractor will invoice the Purchaser for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Purchaser, stating the date and number of the Contract and other details requested by the Purchaser.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Purchaser.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Purchaser will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Purchaser has the right to offset invoice amounts owed against amounts that the Contractor owes the Purchaser.
- 10.4 The Purchaser may withdraw retention payment from the Contractors milestone payments. The total sum of the accumulated retention payment shall be released after satisfactory performance after the Defects Liability Period and upon verification by the Client.
- 10.5 Payment of an invoice by the Purchaser does not recognize that the Product is in conformity with the guarantees given in accordance with Article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Purchaser should make an Advance Payment prior to the start of the Works, the Contractor will issue the Purchaser with an Advance Payment bank guarantee in advance of making the payment to the Contractor. This Advance Payment bank guarantee issued by the Contractor will cover the value of the Advance Payment. The Purchaser is not required to pay any of the cost of the guarantee.
- 11.2 The '*Advance Payment Guarantee*' will be issued by a bank approved by the Purchaser, in accordance with the model attached to the Standard Bidding Documents.
- 11.3 The Purchaser may allow the Contractor to claim Milestone payments and allow an offset of the Advance Payment to the milestone payments.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

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

Article 13 Non-performance

- 13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in Article 4, the Purchaser may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.
- 13.2 If, after receiving a written demand from the Purchaser, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Purchaser has the right, without prior recourse to the Courts, to choose between:
 - a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
 - b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of Article 16 and, in

consequence, crediting of however much of the purchase price has already been paid for the Works in question.

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

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

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

16.3 The Purchaser, may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy,

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

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

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

Article 19 Assignment of rights and obligations under the Contract

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

Article 20 Insurance

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Purchaser's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Purchaser's prior written consent. The Contractor has no right to change the insured sum to the Purchaser's disadvantage without the Purchaser's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Purchaser in advance all rights to the payment of insurance proceeds as referred to in paragraph 20.1, in so far as such proceeds relate to

damage for which the Contractor is liable to the Purchaser under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Purchaser, without prejudice to the Purchaser's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Purchaser will be deducted from the amount of compensation the Contractor is required to pay to the Purchaser in respect of the insured event.

Article 21 Bribery and conflicts of interest

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

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

- 25.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.
- 25.2 The Contract is governed by the law of the Solomon Islands.

Article 26 Final provisions

- 26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: SPECIAL CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	<p>a. THE PURCHASER IS:</p> <p>National Hosting Authority Solomon Islands Government P.O. Box 2443 Honiara, Solomon Islands</p> <p>b. THE CONTRACTOR:</p> <p>Capitol Construction Pty Ltd P.O. Box 1368 Honiara Solomon Islands Email: capitolconst@gmail.com Mob: 7482965/38217/7712025</p> <p>c. THE LOCATION SITE IS:</p> <p>SINU Panatina, East Honiara</p>
	1.12, 1.13	<ul style="list-style-type: none"> • THE PURCHASER'S PROJECT MANAGER IS: Ramsey Ofainu Project Management Unit National Hosting Authority Email: ROfainu@sol2023.com.sb
		<ul style="list-style-type: none"> • THE CONTRACT ADMINISTRATOR IS. Soleana Gagahe Contracts Manager Project Management Unit National Hosting Authority Email: SGagahe@sol2023.com.sb • CONTRACTOR'S PROJECT MANAGER David Rupokets Capitol Construction Pty Ltd P.O.Box 1368 Honiara

		<p>Solomon Islands Email: capitolconst@gmail.com Mob: 7482965/38217/7712025</p>
3. Delivery of the Works	3.1	<p>The works shall be completed within 3 weeks from the Contract Commencement date. Note: <i>For this Contract, a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.</i></p>
4. Guarantee	4.5	<p>The Defects Liability Period shall be 1 month, 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:</p> <p>a) make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense</p>
	4.6	<p>This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Purchaser, in lieu of a Performance Security. The Performance Securing Declaration is at <u>Section X: Annex II</u> (page 38) of the Contract.</p>
5. Inspection	5.1	<p>Inspection and tests by the Purchaser or 3rd party in name of the Purchaser regarding the Execution of the Works and the quality levels applied to may be implemented as follows:</p> <ul style="list-style-type: none"> The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Purchaser or their representative to announce their inspection beforehand.
6. Contacts	6.1	<p>THE PURCHASER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.</p> <p>Leeroy Bird Executive Director Project Management Unit National Hosting Authority Email: LBird@sol2023.com.sb</p> <p>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:</p> <p>David Rupokets Capitol Construction Pty Ltd P.O. Box 1368Honiara Solomon Islands</p>

		Email: capitolconst@gmail.com Mob: 7482965/38217/7712025
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the employer provided the request for variation is made prior to the work being undertaken, and the variation is assessed by the Employer to be necessary and the price quoted is reasonable.
10. Payment	10.1	<p>a) Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if in grievance with the Contractor authorise payment of the claim.</p> <p>b) If there is a difference between the assessed works complete and the claim amount the Contractor is to adjust the claim to match the value of the completed works.</p> <p>c) Payment for milestone completion shall conform to the payment schedule as in section III of the Contract.</p>
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
12. Penalty (Liquidated Damages)	12.1	Applicable rate for the Liquidated damages is: 0.1% per day.
14. Contractor's Liability	14.1	Notwithstanding Article 14.1 of the GCC, the Contractor's liability is twice the Contract value as stated in the Contract between Purchaser and Contractor.
20. Insurances	20.1	<p>Contractor shall provide with their tender to following proof of insurance:</p> <ul style="list-style-type: none"> - Workmen's Compensation As required by SI Law - Third Party Liability SBD 2,000,000 - Equipment for use in Project Replacement Value

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD\$ 551,232.16
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (50%) Payment shall be made upon contractor's mobilization to site, site clearance and commencement of works.	\$ 275,616.08	\$ 275,616.08
Payment No.2	40% payment shall be made upon completion of all Works as per the Scope of Works and upon verification by the Project Manager and Issuance of the Practical Completion Certificate to the Contractor	\$220,492.47	\$220,492.47
Payment 4-Retention	10% Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after one month of practical completion.	\$ 55,123.22	\$ 55,123.22
TOTAL			\$ 551,232.16

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

1. Introduction

The proposed drainage project aims to address the issue of water accumulation in the Friendship Hall 's compound due to the lack of drainage to discharge the overflow from its existing sump pit. The project's primary objective is to design and install a new drainage system that directs the water away from the property and prevents further damage. The project will involve excavation, modification of the existing sump pit, and the installation of pipes to connect to the elevated overflow. The project will be executed in accordance with the following Scope of Works.

2. Scope of Works

2.1. Site Inspection

- a. Conduct an on-site inspection to assess the area's drainage condition.
- b. Identify the location of the existing sump pit and its overflow.
- c. Assess the level of excavation required for the project.
- d. Identify potential hazards and safety measures required.

2.2. Excavation

- a. Excavate the area required to install the drainage pipes.
- b. Remove any debris and ensure the excavation site is free from any obstructions.
- c. Conduct a soil test to determine the soil's suitability for drainage.
- d. Install any necessary shoring or support structures to prevent the excavation from collapsing.
- e. Hazards protection and safety measures required.

2.3. Existing Sump pit modification

- a. Modify the existing sump pit by lifting the overflow pipe by 400mm.
- b. installing a debris filter or strainer at the connection point between the sump pit and the overflow pipe.
- c. Ensure proper sealing and fitting to prevent any leaks.

2.4. Drainage Pipe Installation:

- a. Install drainage pipes according to the site plan and specifications.
- b. Ensure that the pipes are level and have a proper slope for efficient drainage.
- c. Use appropriate materials for the pipes and fittings.
- d. Install cleanouts at appropriate locations for maintenance and cleaning.

2.5. Connection to Sump pit

- a. Connect the drainage pipes to the elevated overflow of the modified sump pit.
- b. Ensure proper sealing and fitting to prevent any leaks.

- c. Test the system for proper flow and operation

2.6. 2.6 Site Clean-up

- a. Remove any debris and excess soil from the site.
- b. Backfill and compact the excavation area.
- c. Restore the site to its original condition.
- d. Dispose of any waste materials in accordance with local Codes and Regulations

2.7. Final Inspection and Testing

- a. Conduct a final inspection of the project to ensure compliance with specifications and regulations.
- b. Test the system for proper flow and operation.
- c. Obtain approval from the Project Manager/Engineer for the completed work

3. Project Timeline

The project is expected to take approximately three weeks from the start date to completion. However, the timeline is subject to change based on weather conditions and any unforeseen circumstances.

4. Project Cost

The proposed cost for the project is provided in the Contractor's priced BOQ (Annex IV of the Contract). This cost includes all materials, labour, and equipment required for the project. Any additional costs that may arise due to changes in the scope of work will be discussed and approved by the client (NHA) before proceeding.

5. Conclusion

The proposed drainage project will provide an efficient and effective solution to Friendship Hall's drainage problems. The project will be executed in accordance with the scope of work outlined above, and the client (NHA) can expect a high-quality result that meets all specifications and requirements.

6. FIGURES

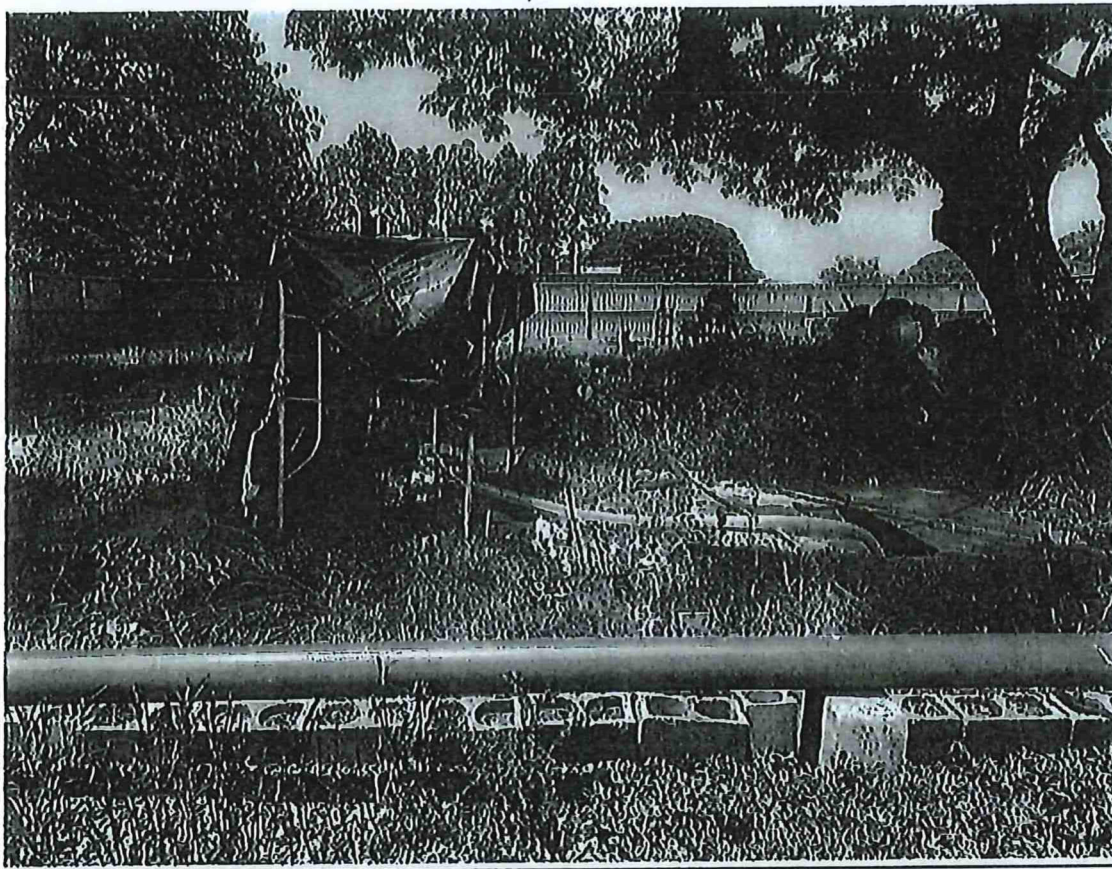


Figure 1: Friendship Hall's Sump Pit.

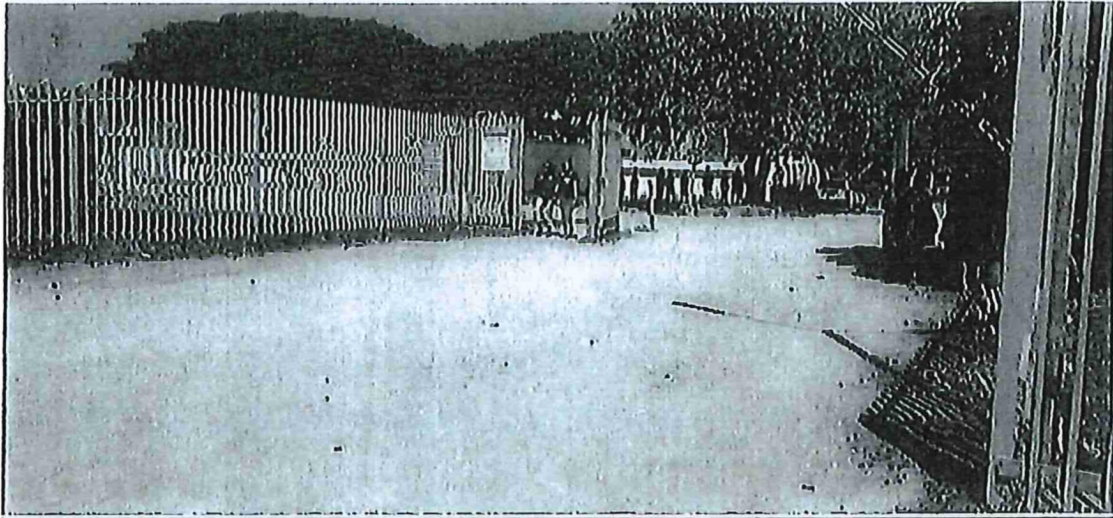


Figure 2: Site proposed for excavation.

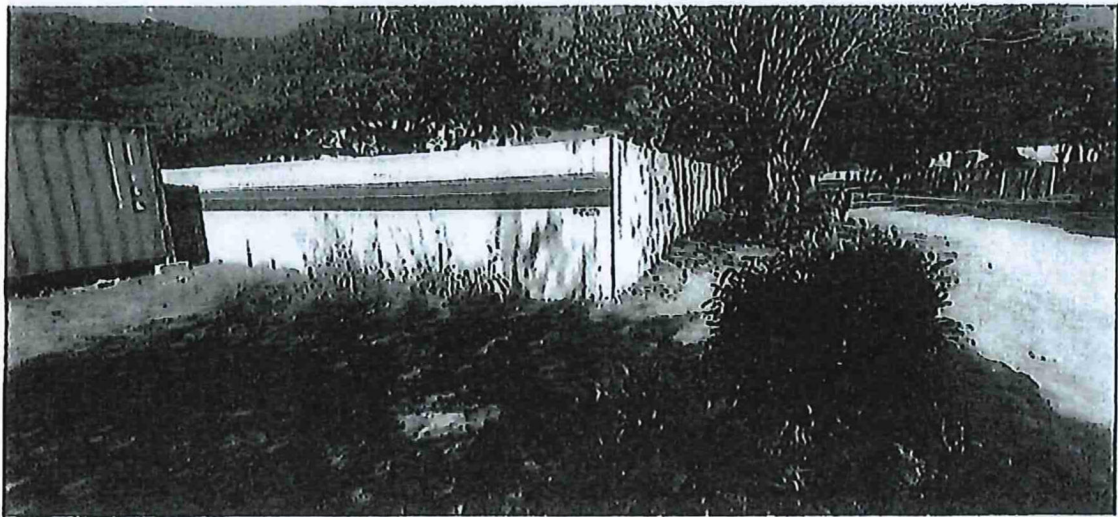


Figure 3: WIKA Temporary fence Line

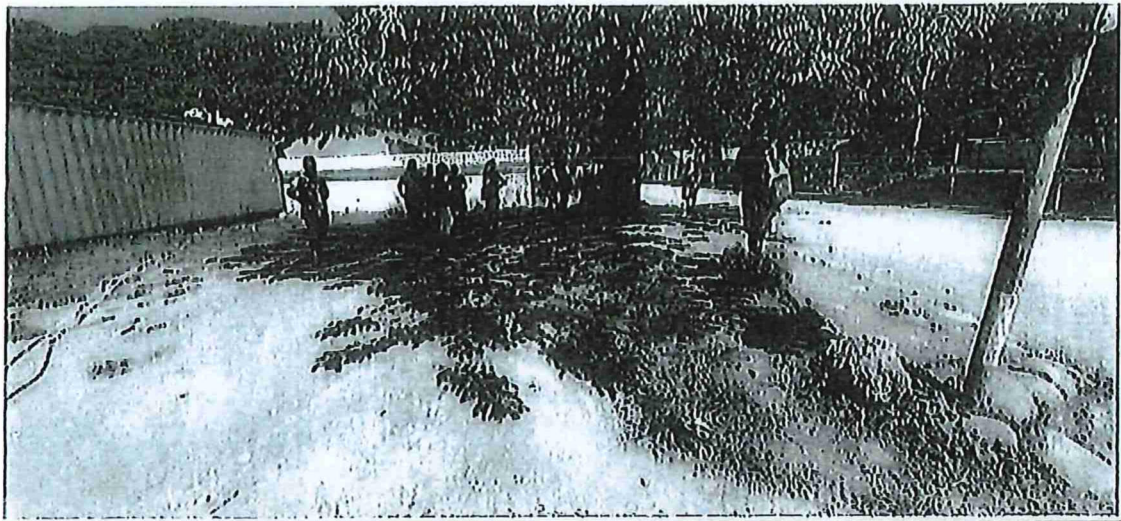


Figure 4: Sump Pit temporary outlet

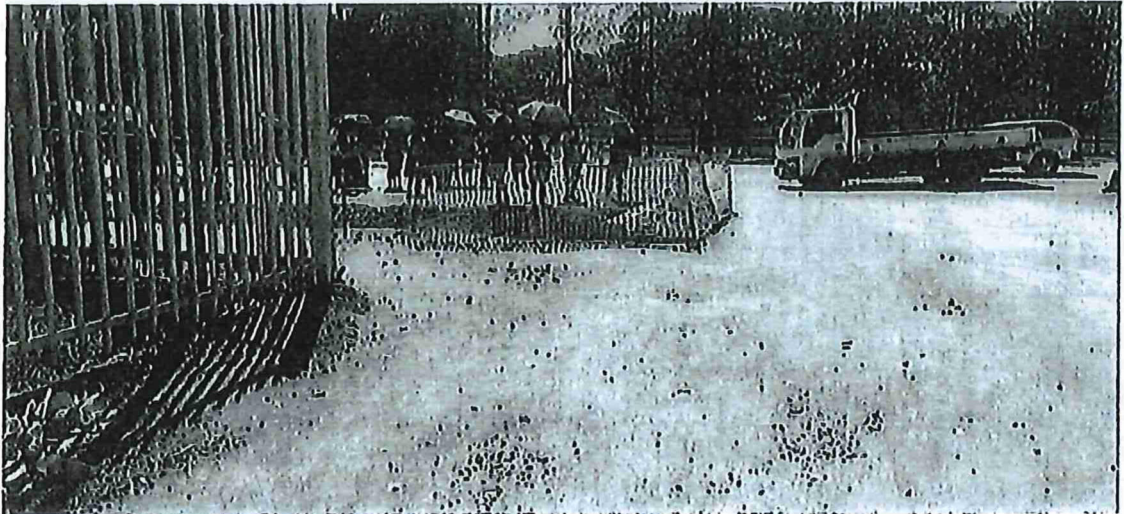
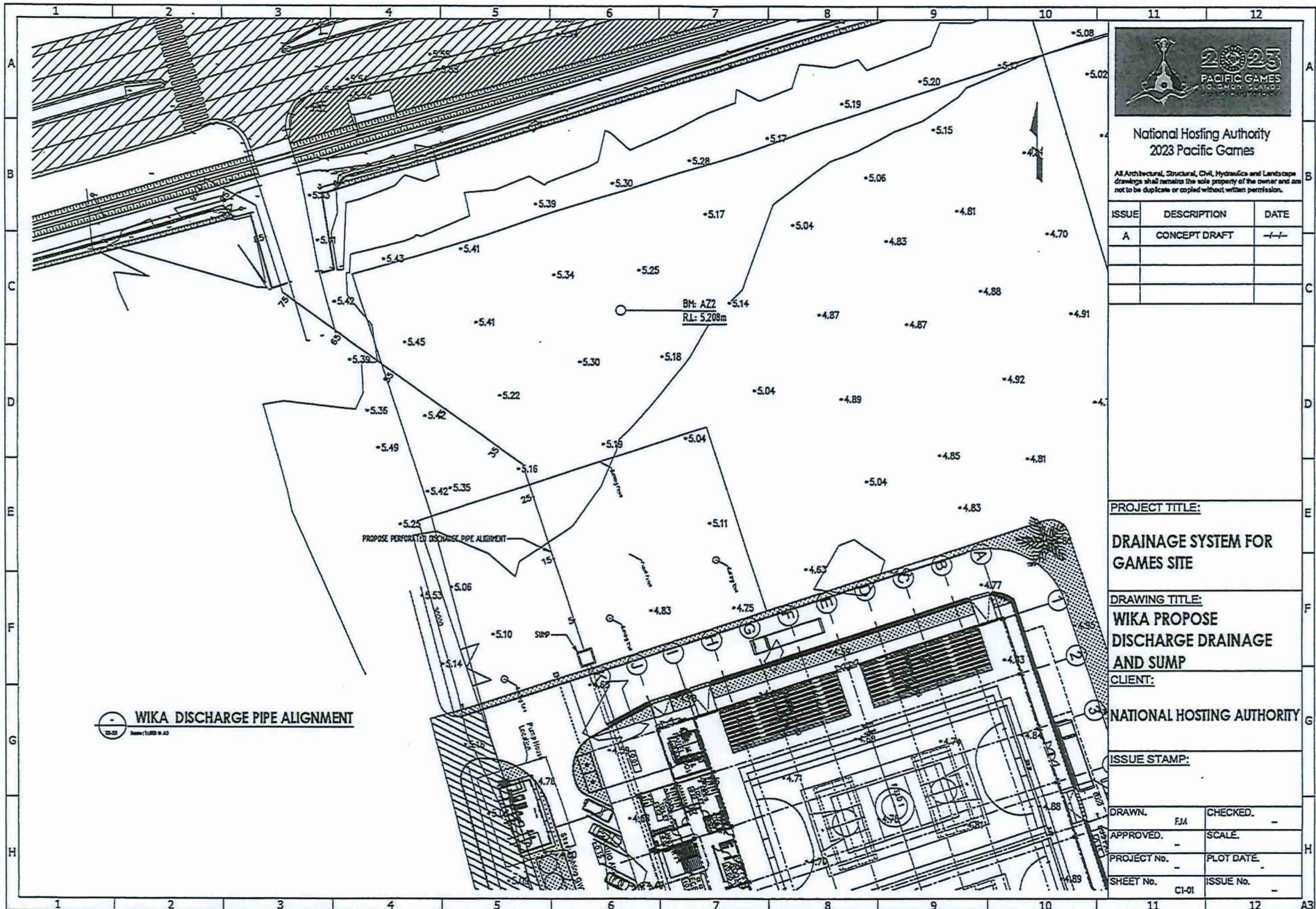


Figure 5: Site proposal for storm water.

SECTION VII: SITE SETOUT & DRAWINGS



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2023 Pacific Games

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ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	---

PROJECT TITLE:

DRAINAGE SYSTEM FOR GAMES SITE

DRAWING TITLE:

WIKA PROPOSE DISCHARGE DRAINAGE AND SUMP

CLIENT:

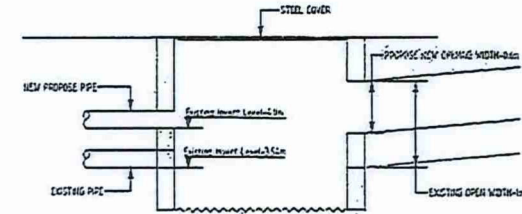
NATIONAL HOSTING AUTHORITY

ISSUE STAMP:

DRAWN.	FJM	CHECKED.	-
APPROVED.	-	SCALE.	-
PROJECT No.	-	PLOT DATE.	-
SHEET No.	CI-01	ISSUE No.	-

PROPOSE NEW INVERT OF DISCHARGE PIPE

Station	0+00	0+10	0+20	0+30	0+40	0+50	0+60	0+70	0+80	0+90	0+100
Out and PE (m)	-1.11	-1.11	-1.11	-1.11	-1.11	-1.11	-1.11	-1.11	-1.11	-1.11	-1.11
Propose Level (m)	1.12	1.14	1.17	1.18	1.18	1.17	1.15	1.12	1.08	1.03	0.97
Existing Ground (m)	1.11	1.07	1.11	1.11	1.11	1.11	1.11	1.11	1.11	1.11	1.11
Challege (m)	1.11	1.12	1.18	1.18	1.18	1.17	1.15	1.12	1.08	1.03	0.97



SECTION OF WIKA SUMP WITH PROPOSE ADJUSTMENTS
FOR 4-18-23 10:00 AM 10:00 AM

NEW WIKA DISCHARGE DRAINAGE ALIGNMENT CH: 0-50m
FOR 4-18-23 10:00 AM 10:00 AM

PROPOSE LEVEL FOR DISCHARGE PIPE OUTLET

Station	0+00	0+10	0+20	0+30	0+40	0+50	0+60	0+70	0+80	0+90	0+100
Out and PE (m)	-1.17	-1.18	-1.18	-1.17	-1.15	-1.12	-1.08	-1.03	-0.97	-0.91	-0.85
Propose Level (m)	1.17	1.18	1.18	1.17	1.15	1.12	1.08	1.03	0.97	0.91	0.85
Existing Ground (m)	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18
Challege (m)	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18

NEW WIKA DISCHARGE DRAINAGE ALIGNMENT CH: 50-99.05m
FOR 4-18-23 10:00 AM 10:00 AM



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 2023 Pacific Games

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ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	---

Client:	NATIONAL SPORTS COUNCIL
Project Title:	DRAINAGE SYSTEM FOR GAMES SITE
Drawing Title:	NEW WIKA DISCHARGE PIPE ALIGNMENT

Issued Stamp	
Drawn by: F.M	Checked: -
Approved: -	Scale: -
Project No. -	Plot Date: 25-Apr-23
Sheet No. C1-02	Issue No. -

SECTION VIII: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: PERFORMANCE SECURING DECLARATION

**ANNEX III: CONTRACTOR'S PRICED BILL OF
QUANTITIES**

ANNEX IV: CONTRACTOR'S INSURANCE CERTIFICATE

**ANNEX V: CONTRACTOR'S HONIARA CITY COUNCIL
BUSINESS LICENSE**

**ANNEX VI: CONTRACTOR'S COMPANY HAUS
CERTIFICATE**

**ANNEX VII: CONTRACTOR'S INLAND REVENUE TAX
CERTIFICATE**

ANNEX VIII: CONTRACTOR'S WORK SCHEDULE