NHA-DFAT FUND

TL Builders & Contractors
P.O Box 1542
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 22/12/2022

Payment Number: 906467

Payment Amount: $66,910.04

Mobilization 20% Labor Base Contract

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	0924	21/12/2022	$334,550.18	$0.00	$267,640.14	$66,910.04

ANZ

Australian and New Zealand Banking Group Limted (ANZ)

STAMP DUTY PAID

HONIARA, SOLOMON ISLANDS

DATE 22122022 (D D M M Y Y)

PAY TL BUILDERS & CONTRACTORS OR BEARER

THE SUM OF SIXTY SIX THOUSAND NINE HUNDRED TEN DOLLARS 04/100.

SBD 66,910.04

NOT NEGOTIABLE

PLEASE SIGN ABOVE THIS LINE

PLEASE SIGN ABOVE THIS LINE

NATIONAL HOSTING AUTHORITY 6591140

№ 906467

TONY Langward

23/12/2022

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

PAYMENT VOUCHER

DATE 21/12/2022

TL BUILDERS & CONTRACTORS
Honiara

Cheque Number ~~IB TRANS~~ 0064967

Total Amount Paid $66,910.04

Being for 20% Mobilisation Labour base supply for Games Village upgrade works for Schools - St Joseph Tenaru/carpentry/A8/ Lot 1

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
20231	00000924	21/12/2022	$334,550.18	$0.00	$66,910.04

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES
21/12/22

Payment Voucher Prepared By: _____ Date: 21/12/22

Signature of Claimant: _____

PRINT NAME: Tony Lauqwaro

PAYMENT SCHEDULE

TL BUILDERS & CONTRACTORS

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH TENARU / CARPENTRY/ A8/ LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			361,675.87				
21/12/2022	No.1	20%	72,335.17		5,425.14	66,910.04	Payment in progress
	No.2	35%	126,586.55		9,493.99	117,092.56	
	No.3	35%	126,586.55		9,493.99	117,092.56	
	No.4 - RETENTION	10%	36,167.59		2,712.57	33,455.02	
			-		-	-	
TOTAL			***361,675.87***	-	***27,125.69***	***334,550.18***	

OFFICIAL PURCHASE ORDER

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

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

PO # NHA 0924

DATE: 21/12/2022

Supplier:	TL Builders & Contractors	**Delivery to:**	PMV
Address:	Honiara, Solomon Islands	**Attention:**	Peter Hmane
Mobile:		**Mobile:**	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	PAYMENT BEING FOR			$361,675-87
	LABOUR BASED SUPPLY			
	FOR THE GAMES VILLAGE			
	UPGRADE WORKS - ST			
	JOSEPH TENARU / AS			
	CARPENTRY / LOT 7.			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	$361,675-87
TAX	
TOTAL	$361,675-87

NHA Account Name:	OTHER LOCAL OTHER COSTS	***NHA Account Code:***	6-2717
MOFT Account Name:		***MOFT Account Code:***	
Approved by: ***Signature:***		***Date:***	21/12/22
[Financial Controller]			
Signature:		***Date:***	21/12/22
[CEO]			

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-360/22

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Mobilisation payment 1 (20% of Contract Value) for Labour-based Contract for Upgrade of Schools - GTB-GFC09/22 - Lot 1 : Building 8.	TL Builders & Contractors	INV # 20231	$72,335.17
				TOTALS	$72,335.17

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $72,335.17 Date: 19/12/22

Requisition Officer (Name): PETER HIMANE 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: for - 20/12/22

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 72,335.17

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: Daisy V. Thomas Date: 20/12/2022

Position: PCC 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: Freda Waki, PMU

NHA Ref: **FW-161222**

Date: Friday 16th December 2022

SUBJECT: Request Mobilization Payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for the Games Village to TL Builders & Contractors- Lot 1, Carpentry.

Dear ED,

I refer to the above subject, your approval is hereby sought to pay TL Builders & Contractors (Lot 1 Carpentry 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 Building 8- Girls Dormitory	20%	$72,335.17

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,

Freda Waki
Project Engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

EXECUTIVE DIRECTOR

..... 21/12/22
Signature Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved
✓	

Cc. FC

tL Builders & Contractors

INVOICE

#20231

Bill To:
Games Tender Board
National Hosting Authority

Invoice Date
December 16, 2022

Description	Qty	Unit Price	Amount
Mobilisation payment for St Joseph Tenaru/Carpentry/A8/ Lot 1/Junior Girls dormatory	1	72335.17	72335.17

Thank you for your business!

Total **$72,335.17**

Payment Option

BSP Bank Account: 2001539564

Prepared by Antonetta Kuliava/ accounts officer

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:	St. Joseph's Tenaru - Building 8 - Carpentry Works		
Contractor:	TL Builders & Contractors		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	16-Sep-22
		Date Issued for payment:	19-Sep-22
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 361,675.87		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$ 72,335.17	$ 72,335.17	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$ 72,335.17**		
9	**Original Contract Value**	**$ 361,675.87**		
10	**Total Adjusted Contract Value**	**$ 361,675.87**		
11	**Balance of Contract Payment**	**$ 289,340.70**		

B PAYMENT DETAILS

Progress payment for this claim	$ 72,335.17	
Retention-Purchaser retains % of this payment pursuant to clause	$ -	
Amount payable for this claim after Retention	$ 72,335.17	

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)* — 19/12/22 *Date*

Complianced and approved by: ..... *Peter Himane (Contract Manager)* — 20/12/22 *Date*

Claim is hereby approved for payment by: for ..... *Eldon Tepa (Executive Director - PMU)* — 20/12/22 *Date*

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

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 - JUNIOR DORM (GIRLS DORMITORY)

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

TL Builders & Contractors

(GTB-GFC09/22)

December 2022

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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

TL Builders & Contractors (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Anthony Laugwaro,** herein the Managing Director of **TL Builders & Contractors**,

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$ 361,675.87.** 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** working 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: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 - JUNIOR DORM (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:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director TL Builders & Contractors
Date:	19./12./2022	**Date:**	...../...../2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: ...../...../22

E.T

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.

4.9 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:** TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 - JUNIOR DORM (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:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@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: Anthony Laugwaro TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910
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$ 361,675.87
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 72,335.17**	**$ 72,335.17**
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Ground Floor	**$ 126,586.55**	**$ 126,586.55**
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Top Floor	**$126,586.55**	**$126,586.55**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$36,167.59**	**$36,167.59**
TOTAL			**$ 361,675.87**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

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: Tony Laugwaro
Managing Director
TL Builders & Contractors
P.O.BOX 1542
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / CARPENTRY / A8 / Lot 1

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,



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

NHA-DFAT FUND

TL Builders & Contractors
P.O Box 1542
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 7/02/2023

Payment Number: AFX9004

Payment Amount: $117,092.56

Claim 2 - 35% Progress Payment

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000954	21/12/2022	$334,550.18	$0.00	$66,910.04	$117,092.56

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	07/02/2023 12:59
Transaction Number:	AFX90044

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 117,092.56
Transfer From Amount: SBD 117,092.56
Indicative :
My Reference: Pay2 Carpentary

Payment Details

Account Name: TL Builders & Contractors
Account Number: 2001539564
Bank Name: Bank of South Pacific
Reference To Payee : INV#202302-St Jo

PAID CHQ. No. DATE 09/02/23

Pay Date : 07/02/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
07/02/2023 12:59 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
07/02/2023 15:48 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
08/02/2023 12:07 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
08/02/2023 12:07 Debbie Ofaeri Sifoni
Transaction Processed
* *

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Your Reference

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

Held for Authorisation
Transaction Number AFX90044

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 117,092.56
Transfer From Amount: SBD 117,092.56
Indicative :
My Reference: Pay2 Carpentary

Payment Details

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

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
7/2/23
SOL2023 PACIFIC GAMES

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

PAYMENT VOUCHER

DATE 6/02/2023

TL BUILDERS & CONTRACTORS
Honiara

Cheque Number IB TRANS

Total Amount Paid $117,092.56

Payment No. 02 (35%) for Labour base supply for Games Village upgrade works for Schools - St Joseph Tenaru/carpentry/A8/ Lot 1

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
20231	00000924	21/12/2022	$334,550.18	$66,910.04	$117,092.56

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACIFIC GAMES
7/2/23

7/2/23

Payment Voucher Prepared By: _____ Date: 6/02/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

TL BUILDERS & CONTRACTORS

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH TENARU / CARPENTRY/ A8/ LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			361,675.87				
21/12/2022	No.1	20%	72,335.17		5,425.14	66,910.04	PAID
	No.2	35%	126,586.55		9,493.99	117,092.56	Payment in progress
	No.3	35%	126,586.55		9,493.99	117,092.56	
	No.4 - RETENTION	10%	36,167.59		2,712.57	33,455.02	
			-		-	-	
TOTAL			***361,675.87***	-	***27,125.69***	***334,550.18***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU 474 /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 (85%) for completion of 50% of carpentry works for ST. Teneru – Building 8-Junior dorm (girls dormitory to TL Builders & Contractors. (Contract NO,, 09/22) GTB/GFC).	TL builders & Contractors	–	$ 126,586.55
				TOTALS	$ 126,586.55

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 126,586.55 Date: 31/01/2023

Requisition Officer (Name): Peter Tiimane Sign:

Account Code: 6-2717

Account Name: Other local other costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Elder Tepa Sign: 31/01/23

Post: Executive Director

Department: GFC - PMU

Authority is granted for expenditure not exceeding:

SBD$ 126,586-55

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	

RECIEVED 2023 DATE 03/01/23 PACIFIC GAMES SOLOMON ISLANDS SIGN

Compliance Check by: Signature

Name: Leeroy. D Date: 8/02/23

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 -300123**

Date: Monday 30th January 2022

SUBJECT: **Approval of Payment for Progress Claim No. 2 (35%) for completion of 50% of work for St Joseph Tenaru Building 8-Jnr dorm-LOT 1.**

Dear ED,

As per *Part IV "Payment Schedule"* of the Contract between NHA and **TL Builders and Contractors**, 35% payment shall be made upon 50% completion of Carpentry works. After site assessment, almost 70% of works has been done, and thus are now eligible to claim for payment 2 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 2	35%	$126,586.55

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR

Signature Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved
✓	

Cc. FC

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

TL Builders & Contractors

Bill To:
Games Tender Board
National Hosting Authority

Invoice Date
January 19, 2023

Description	Qty	Unit Price	Total
Payment for St Joseph Tenaru/Carpentry/A8/ Lot 1/Junior Girls dormatory 35% payment for completion of inside building 8		126586.55	126586.55

TL Builders and Contractors, Honiara, Solomon Islands
Date: 19/1/23 Sign:

Thank you for your business!

Total $126,586.55

Payment Option

BSP Bank Account: 2001539564

Prepared by Antonetta Kuliava/ accounts officer

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

PROGRESS PAYMENT CERTIFICATE NO:2

Payment Schedule Name:	Progress Payment Claim 2 (35%).		
Project Name:	Labour base contractors for Games village for Pacific Games 2023		
School Name	St Joseph Tenaru NSS		
Building Name	Girls Dormitory	**Building No**	No 8
Contractor:	TL Builders & Contractors		
Project Manager	Graham Lilo	**Certificate:**	No 2
Contract Administrator:	Peter Himane	**Date Invoice Received:**	27/1/23
		Date Issued for payment	27-Jan-23
		Contract No:	GTB 09/22

A — **PROGRESS CLAIM SUMMARY**

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	**$ 361,675.87**		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the side	$ 72,335.17	**$ 72,335.17**	Paid
2	Payment 2 - 35%	$ 126,586.55	**$ 126,586.55**	This claim
4				
5	**Progress Claim to date (Previous + Current)**	**$ 198,921.73**		
6	**Original Contract Value**	**$ 361,675.87**		
7	**Total Adjusted Contract Value**			
8	**Balance of Contract remaining Payment including retention**	**$ 162,754.14**		

B — **PAYMENT DETAILS**

Progress payment for this claim	**$ 126,586.55**	
Retention-Purchaser retains 10% of this payment pursuant to clause	$ -	
	$ -	
Amount payable for this claim after Retention	**$ 126,586.55**	

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

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* — 30/01/23 *Date*

Complianced and approved by: ..... *Peter Himane (Contract Administrator)* — 30/01/23 *Date*

Claim is hereby approved for payment by: ..... *Eldon Tepa (Executive Director - PMU* — 30/01/23 *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: 26th January 2023



CONTRACT NO: **GTB-GFC09/22 – LOT 1**

CONTRACT NAME:
Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1 B8-St Joseph Tenaru Catholic Secondary School – Carpentry works

CONTRACTOR NAME: **TL BUILDERS & CONTRACTORS**

COMMENCEMENT DATE: **19th December 2022**

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

info@sol2023.com.sb

+677 7308800

Sol2023 XVII Pacific Games

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, St. Joseph Tenaru Catholic Secondary School is part of the games Village for the upgrading exercise.

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 24th January 2023, which 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 TL Builders & Contractors

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT: **$361,675.87**

PAYMENTS RECEIVED: **PMT 1 - 20% $111, 934.23**

CURRENT CLAIM: **PMT 2 – 35% $126,586.55**

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			**SBD$ 361,675.87**
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 72,335.17**	**$ 72,335.17**
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Ground Floor	**$ 126,586.55**	**$ 126,586.55**
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Top Floor	**$126,586.55**	**$126,586.55**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$36,167.59**	**$36,167.59**
TOTAL			**$ 361,675.87**

4.0 THE REPORT:

Below are summary of progress to date and miles stone achieved as of the date of inspection; The progress report covers all works done on site of the building 8 junior girls dormitory.

- Demolition works covers all part of building as prescribed in the scope of works for refurbishment and replacements. 90% complete
- Exterior works include removing and replacement of old and wear out materials, apply first coat undercoat to exterior walls, facia and window frames. 70% complete
- Fixing and installing of all new window frames and doors are completed and first coat with pink primer 80%
- Cleaning, remove old ceiling linings and replace with new ones are fully completed 100% 1st coat undercoat, 100% complete.
- Interior walls and linings first coat undercoat 100% complete and 2nd coat 60% complete
- Walkway corridor walls and windows to ablution, 100% complete. Windows undercoat with pink primer 100% complete, walls interior, and exterior painting 1st coat undercoat 100% complete.
- Entrance eave rafters, purlins are completed 100%, roof covering not yet.
- Floor tiling 10% completed

5.0 CONTRACT ISSUES: NO

6.0 SITE ISSUE:

- One of the main factor that slows down the work progress is the availability of materials on site.

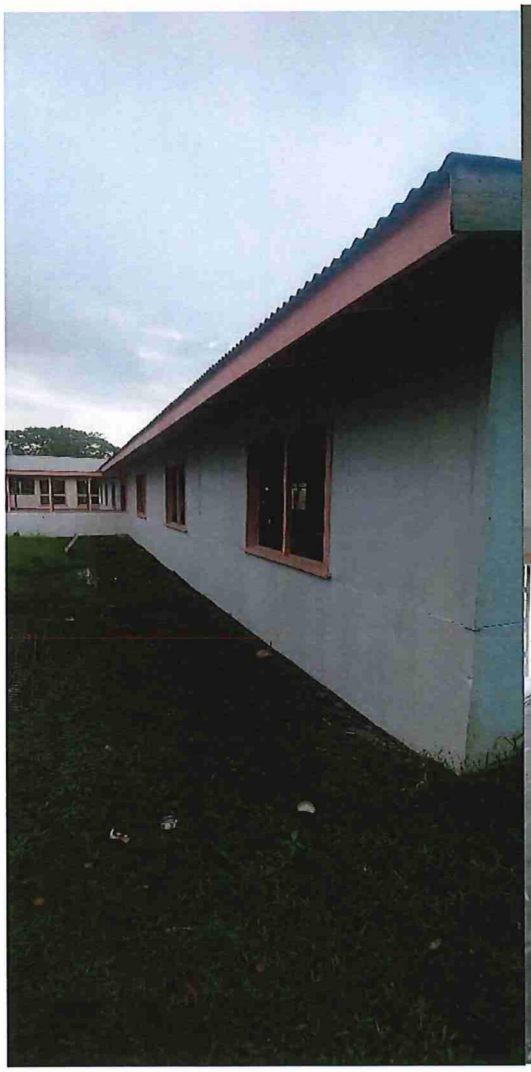
7.0 REMEDY:

- Project site engineers are encourage to spend 80% input in ordering materials and liaise with the contractors for ordering of required materials needed for the construction phase.
- Elwyn Maetia assigned to fully support Freda Waki

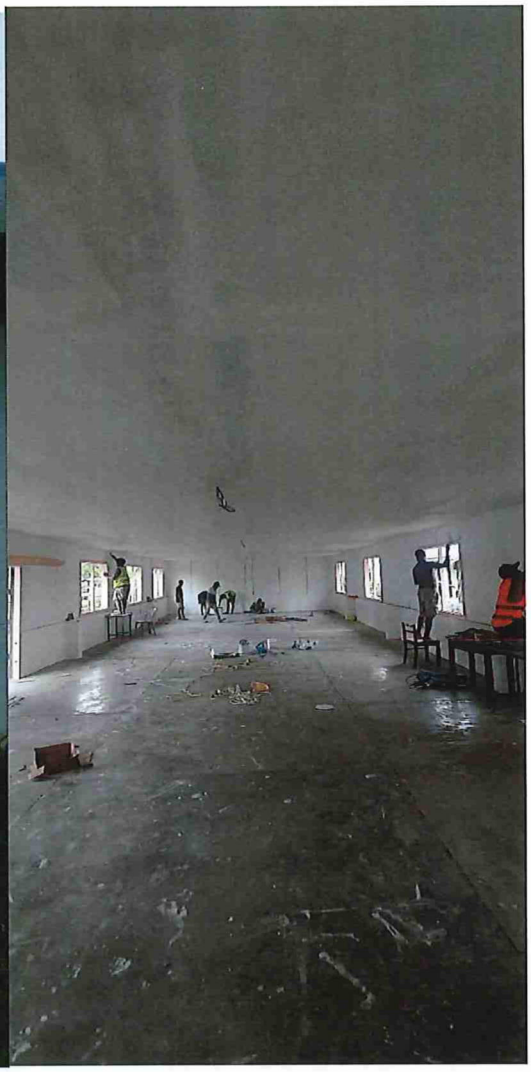
8.0 OTHERS:

- Variation for tiling scope needs to be completed by the QS, and CA needs to document for approval of the variation order.
- Tiling already started 10% complete

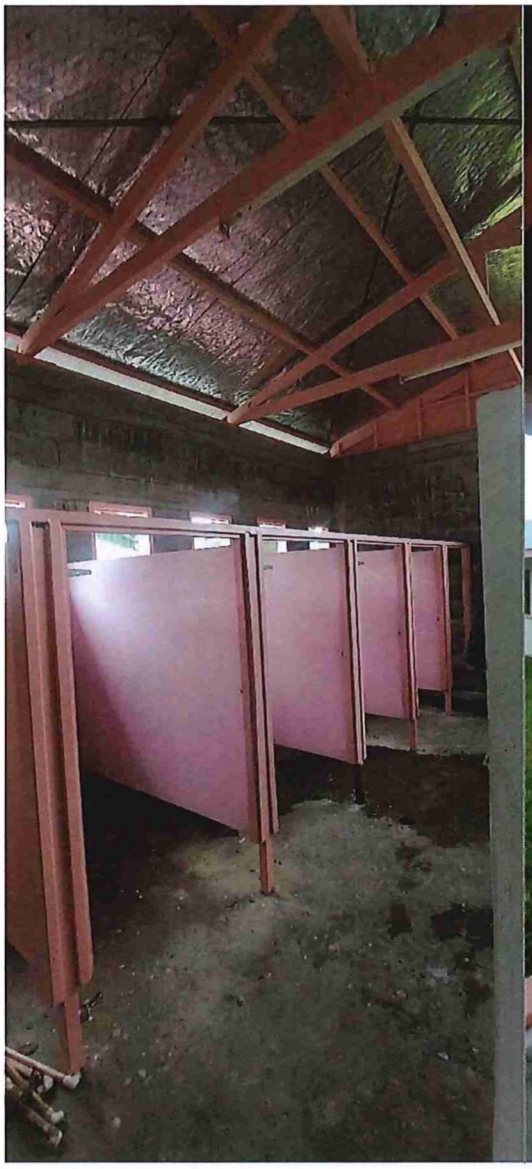
9.0 PHOTOS:



Exterior of building



Interior of building



Ablution wall partition



Corridor connects dorm to ablution

10. CONCLUTION:

TL Builders & Contractors are well organised with good workman ship and they are well within their work schedule. Their progress can be improved if materials are readily on site. Projected time of completion is three weeks.
According to the progress done on site measured against the payment schedule of the contract, they are qualify for the progress payment 2 of 35%.

11. RATINGS:

- Building overall completion is 65% complete
- Overall rating is 65% complete.

COMPILE BY:

(P.P).

FREDA WAKI
Site Project Engineer
Project Management Unit (PMU)

St Joseph's Tenaru Building 8 Progress Report

tL Builders & Contractors



Progressive Report Content

1. Carpentry Works 4
   i. Windows 4
   ii. Walls 4
   iii. Ceiling 4
   iv. Doors 5
   v. Patio 5
2. Painting Works 5
   i. Windows 5
   ii. Doors 6
   iii. Walls 6
   iv. Ceiling 8
3. Cleaning Works 9
   i. Floor 9
   ii. Walls 9
   iii. General Clean up 9
   iv. Porch Floor 9
4. Work done in percent 10

Some pictures 10



The working team.

1. Carpentry Works

i. Windows

➢ Remove all existing window battens (Completed)

➢ Remove all existing window mesh (Completed)

➢ Remove all existing nylon nets/screens (Completed)

➢ Remove all existing louvre frames and louvre glasses (Completed)

➢ Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.

➢ Install new louvre frames and louvre glasses to all dormitory room windows, lounge windows & ablution windows. (This will be done when all paints are done)

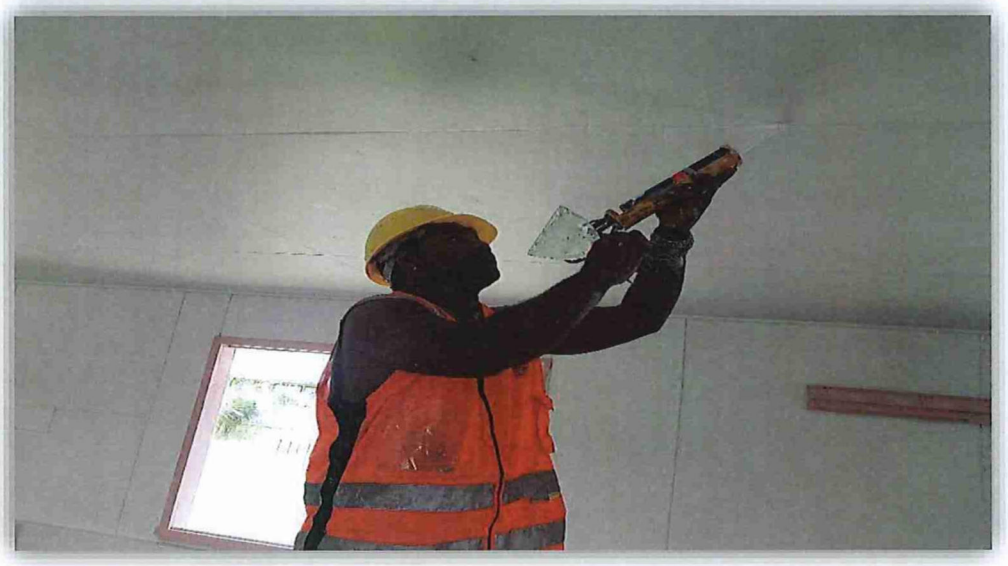
➢ Install new window battens to all dormitory & ablution room windows. (Completed)

ii. Walls

➢ Remove existing internal and external walls that are damaged and replace with the specified materials. Internal and external wall sheets that have small holes should not be removed but neatly patched using the specified material. (Completed)

iii. Ceiling

➢ Remove all existing damaged ceiling sheets to dormitory and replace with the specified material. Ceiling sheets that have small holes should not be removed but neatly patched using the specified material. (Completed)



iv. Doors

➢ Remove all existing door frames and door leafs to all dormitory rooms and install new ones of the specifications provided in this document. (removals were done and waiting instalment of new ones)

➢ Install new locks and dead-bolts to all newly installed doors to dormitory rooms. (not completed)

v. Patio

➢ Remove damaged patio posts and replace with the specified material. (Completed)

➢ Remove any damaged patio benches and replace according to same specs. (Completed)

2. Painting Works

i. Windows

➢ Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting. (Completed)



➢ Paint all window frames and window battens to dormitory & ablution with the specified paint colour (2 coat). (First coat Completed)

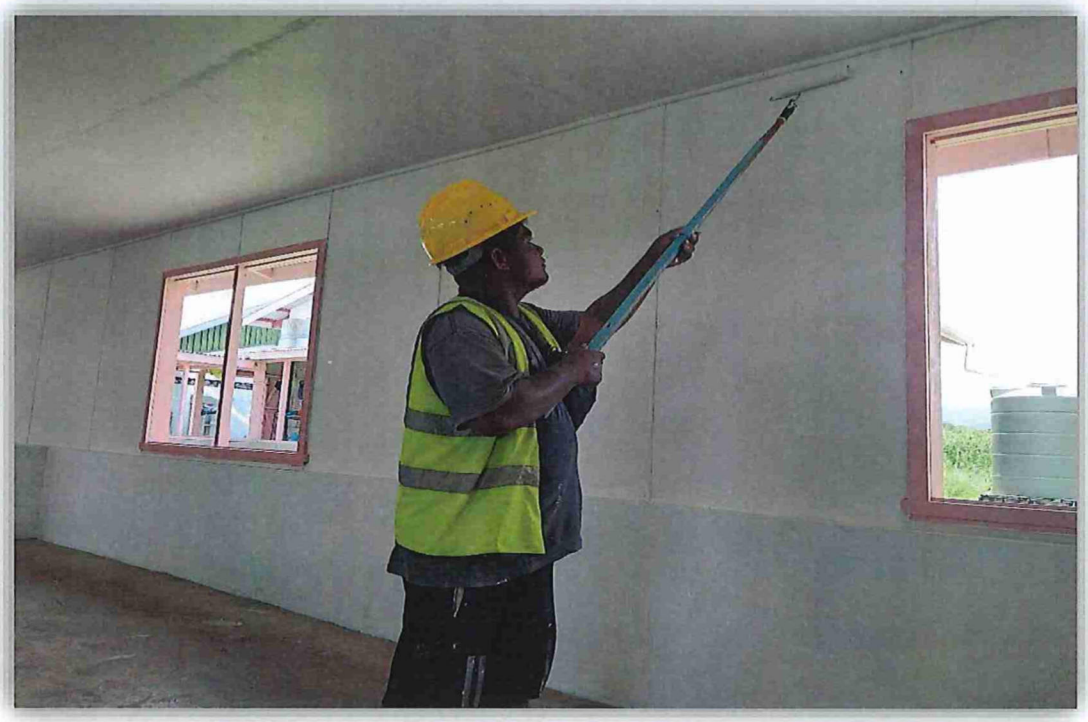
ii. Doors

➢ Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.

➢ Paint all new dormitory room & ablution door frames and door leafs with the specified paint colour (2 coat).

iii. Walls

➢ Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.



➢ Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).

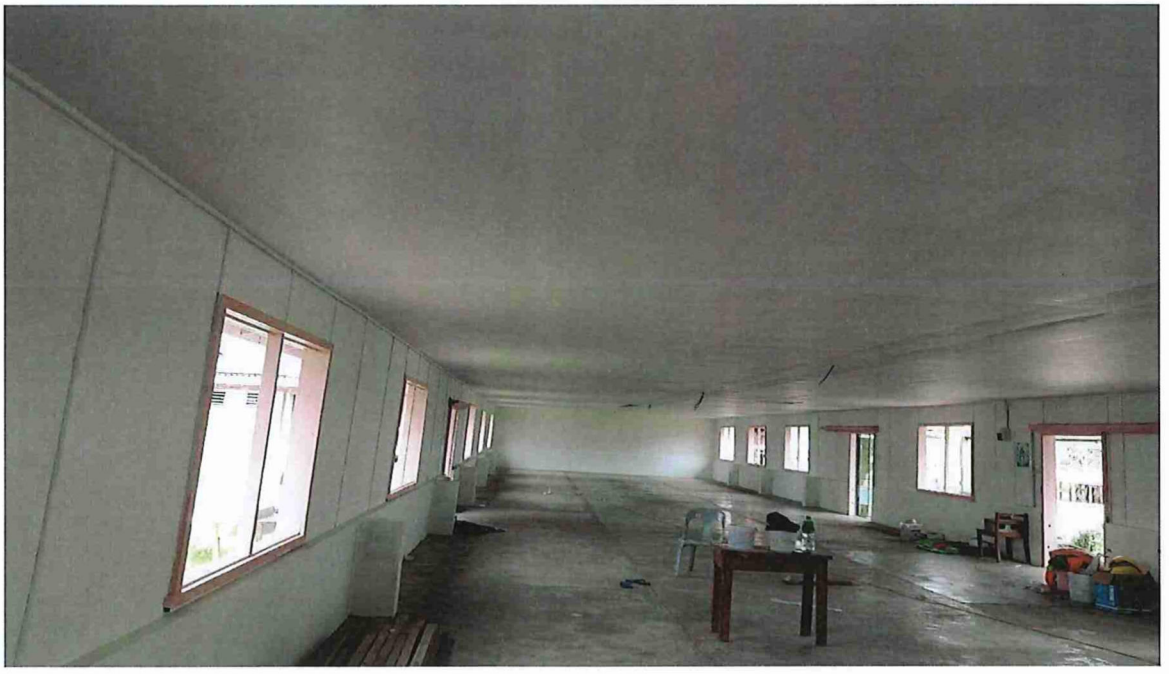




iv. Ceiling

➢ Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.

➢ Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).



3. Cleaning Works

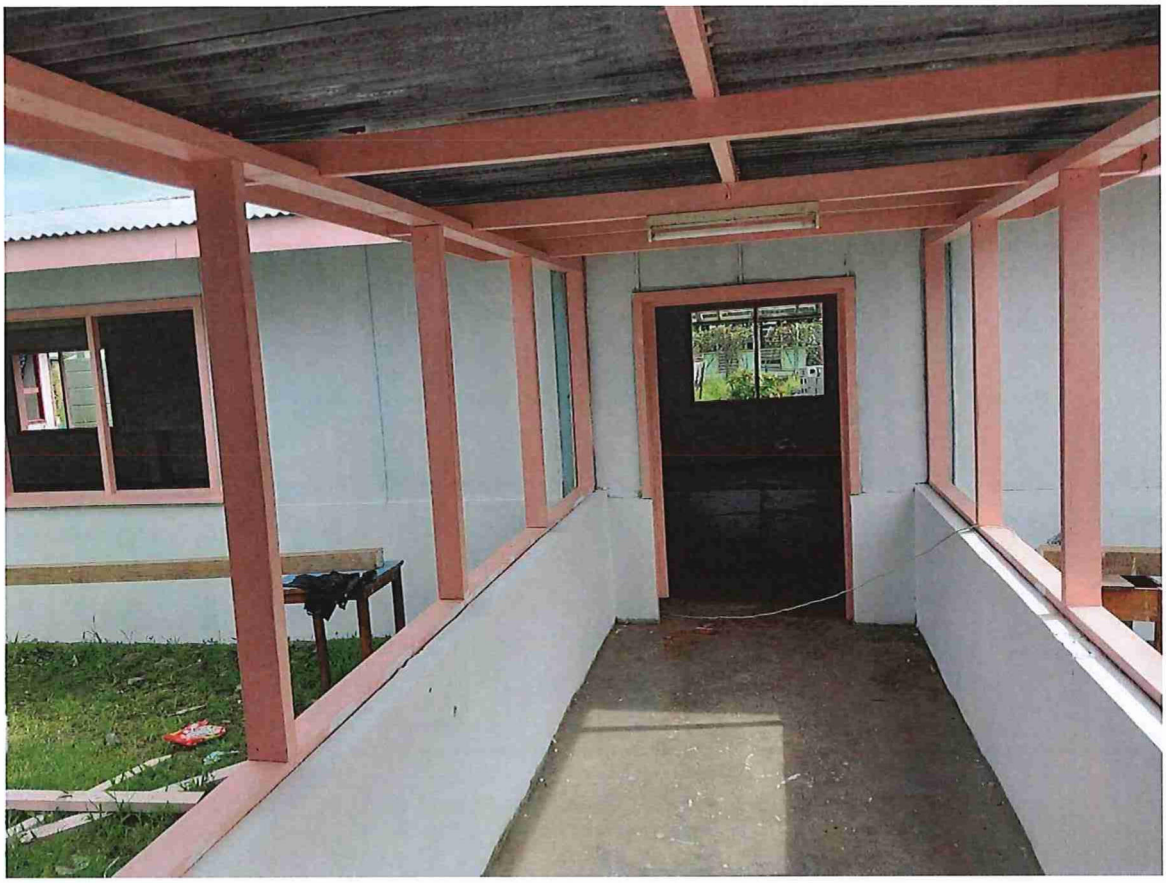
i. Floor

➢ Wash, scrub & clean dormitory floor with water and specified cleaning detergents.

Floor will be tiled as there was a variation on this building for tiling.

ii. Walls

➢ Wash and scrub ablution wall surfaces prior to painting.



iii. General Clean up

➢ Keep working stations clean at all times and do a thorough general clean-up in and around the dormitory before handing over to NHA.

As a compliance company, TL always maintain hygiene and safety at work.

iv. Porch Floor

➢ Wash, scrub, and clean patio floor with water and specified cleaning detergents. (Completed)

4. Work done in percent

The work done so far is 75% complete and only need final paintings and minor installations.

Some pictures



ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8- JUNIOR DORM (GIRLS DORMITORY)

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

TL BUILDERS & CONTRACTORS

GTB-GFC09/22 (LOT 1)

Issued January 2023

ADDENDUM TO THE CONTRACT

THIS ADDENDUM TO THE CONTRACT ("Contract") is entered into between **NATIONAL HOSTING AUTHORITY, (NHA) ("the Purchaser")** having its principal place of business at OLD SEA KING BUILDING, POINT CRUZ, HONIARA, and **TL BUILDERS & CONTRACTORS ("the Contractor").**

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI National Secondary School - Carpentry Works for BUILDING 8- JUNIOR DORM (GIRLS DORMITORY),** had on this date agreed to changes and amendment of the contract terms and conditions. The clauses referred herein shall repeal or include and shall form part of the final Contract.

All expressions and terms defined or used in the original Contract Agreement shall have the same meaning in this Addendum unless the context clearly requires otherwise.

1.0: AMENDMENT OF THE CONTRACT AGREEMENT IS AGREED AS FOLLOWS:

The amendment to the original contract terms and conditions shall supersede the referenced clauses of the contract as mentioned below and effectively enforced herewith.

1. **AMENDMENT 1: SETION IV: PAYMENT SCHEDULE** - The Payment Schedule has been amended as follows:

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$ 361,675.87
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	**$ 72,335.17**	**$ 72,335.17**
Payment No.2	35% payment shall be paid upon completion of 50% of all Carpentry Works as per Scope of Works for Building 8 – Junior Dorm (Girls Dormitory) and upon verification by the Site Engineer	**$ 126,586.55**	**$ 126,586.55**
Payment No.3	35% payment shall be paid upon completion of final remaining 50% of Carpentry Works for Junior Dorm (Girls Dormitory)– upon verification by the Site Engineer and issuance of Certificate of Practical Completion	**$126,586.55**	**$126,586.55**
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	**$36,167.59**	**$36,167.59**
TOTAL			**$ 361,675.87**

Both parties agreed herein for the amended clauses and parts of the original contract fully supersedes the original and agreed clauses and parts referenced.

This amendment shall form part of the contract and can be read or interpreted part of the original Contract.

Any further amendment shall not be considered unless otherwise agreed by both Parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director TL BUILDERS & CONTRACTORS
Date:	27../..1../2023	**Date:**	24./.01../2023

As witnessed by Project Management Unit (GFC) Representative:	
Name:	Eldon Tepa
Signature:	
Designation:	Executive Director, PMU
Date	26../01../2023

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOLOMON 2023 PACIFIC GAMES

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 - JUNIOR DORM (GIRLS DORMITORY)

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

TL Builders & Contractors

(GTB-GFC09/22)

December 2022

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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

TL Builders & Contractors (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Anthony Laugwaro,** herein the Managing Director of **TL Builders & Contractors**,

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$ 361,675.87.** 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** working 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: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 - JUNIOR DORM (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:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director TL Builders & Contractors
Date:	19/12/2022	**Date:**	...../...../2022

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOL 2023 PACIFIC GAMES

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: ...../...../22

E.T

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.

4.9 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:** TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 - JUNIOR DORM (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:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@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: Anthony Laugwaro TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910
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$ 361,675.87
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	$ 72,335.17	$ 72,335.17
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Ground Floor	$ 126,586.55	$ 126,586.55
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Top Floor	$126,586.55	$126,586.55
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	$36,167.59	$36,167.59
TOTAL			$ 361,675.87

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

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: Tony Laugwaro
Managing Director
TL Builders & Contractors
P.O.BOX 1542
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / CARPENTRY / A8 / Lot 1

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

PMU

Required documents Prepared by Committee/Department	FI Ref	Committee	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓		
Draft Contract **(not yet signed by Supplier)**	P7 10.1	✓		
Tender Award by ITB/GTB	P7 10.1	✓		
PR signed by requisition officer		✓		
Vendor Information Form (for new vendor)		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		Progress report		
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: Christina – CA

Date: 30/01/2023

Procurement section Compliance performed by:

Signed: _____

Name and Position: JW – CPM

Date: 30/01/2023

Finance Department Compliance performed by:

Signed: _____

Name and Position: L. Hatch

Date: 30/1/23

NHA-DFAT FUND

TL Builders & Contractors
P.O Box 1542
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 6/04/2023

Payment Number: 918135

Payment Amount: $117,092.56

Final Payment No.03-35%- for completion-Carpentry works- St Joseph Tenaru-A8/Lot1

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000954	21/12/2022	$334,550.18	$0.00	$184,002.60	$117,092.56

ANZ

Australian and New Zealand Banking Group Limted (ANZ)

STAMP DUTY PAID

HONIARA, SOLOMON ISLANDS

DATE 0 6 0 4 2 3 (D D M M Y Y)

PAY TL Builders & CONTRACTORS OR BEARER

THE SUM OF One Hundred and seventeen Thousand and Ninety Two dollars 56/100.

SBD $117,092.56

NOT NEGOTIABLE

PLEASE SIGN ABOVE THIS LINE

PLEASE SIGN ABOVE THIS LINE

NATIONAL HOSTING AUTHORITY 5691140

№ 918135

Tony Langwaro

Date: 6/4/2023

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

PAYMENT VOUCHER

DATE 4/04/2023

TL BUILDERS & CONTRACTORS
Honiara

Cheque Number 912135 ~~IB TRANS~~

Total Amount Paid $117,092.56

Final Payment No. 03 (35%) for Completion of Labour base supply for Games Village upgrade works for Schools - St Joseph Tenaru/carpentry/A8/ Lot 1

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
20231	00000924	21/12/2022	$361,594.96	$211,047.38	$117,092.56

NATIONAL HOSTING AUTHORITY FINANCIAL CONTROLLER SOL2023 PACIFIC GAMES 6/4/23

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR 6/4/23

Payment Voucher Prepared By: _____ Date: 4/04/23

Signature of Claimant: _____

PRINT NAME: Tony Laughlan

PAYMENT SCHEDULE

TL BUILDERS & CONTRACTORS

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH TENARU / CARPENTRY/ A8/ LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			361,675.87				
21/12/2022	No.1	20%	72,335.17		5,425.14	66,910.04	PAID
	No.2	35%	126,586.55		9,493.99	117,092.56	Paid
	No.3	35%	126,586.55		9,493.99	117,092.56	Payment in progress
	No.4 - RETENTION	10%	36,167.59		2,712.57	33,455.02	
	VARIATION No.01		29,237.60		2,192.82	27,044.78	
			-		-	-	
TOTAL			***390,913.47***	-	***29,318.51***	***361,594.96***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-600/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment 3 (35% of Contract Value) for Practical Completion of Works for the Labour-based Contract for Upgrade of Schools - Lot 1 [Tenaru] Carpentry Works - Building 8.	TL Builders & Contractors	INV # 03	$126,586.55
				TOTALS	$126,586.55

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $126,586.55 Date: 30/03/23

Requisition Officer (Name): PETER HIMAOE Sign:

Account Code: 6-2717

Account Name: Other Local Other Cost.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 3/4/23

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 126,586.55

Signed: EXECUTIVE DIRECTOR

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: Leroy B Date: 3/04/23

Position: Pcm

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

Original

TAX INVOICE*/STATEMENT*

(*delete as appropriate)

03

To NHA/PMU

Date 24/3/2023

ABN (of Recipient)

Order No.

From TL Builders & Contractors

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1	35% payment for Carpentary work on Building 8 - Junior girls Dorm Tenaru school. This for work Completion and Third Payment			$126,586.55

TL Builders and Contractors
Honiara, Solomon Islands
Date: 24/3/23 Sign:

$126,586.55

TOTAL INCLUSIVE OF G.S.T.

Total Includes G.S.T.of

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU

From: Graham Lilo, PMU

NHA Ref: **GL-290323**

Date: Wednesday 29th March 2023

SUBJECT: Request ~~Mobilization~~ Payment 3 (35% for Practical Completion) for Labour-based Contract for Upgrade of Schools for the Games Village to - Lot 1, St Joseph Teneru School Carpentry Works - TL Builders & Contractors

Dear ED,

I refer to the above subject, your approval is hereby sought to pay TL Builders & Contractors (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	Payment 3 Practical Completion for TL Builders & Contractors	35%	$126,586.55

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

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

PROGRESS PAYMENT CERTIFICATE NO: 03

Payment Schedule Name:	Payment No. 3		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	St. Joseph's Tenaru - Building 8 - Carpentry Works		
Contractor:	TL Builders & Contractors		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator:	Elwyn Maetia	**Date Invoice Received:**	24-Mar-23
		Date Issued for payment:	29-Mar-23
		Contract No:	GTB-GFC09/22

A				
REF	**PROGRESS CLAIMS**	**CONTRACT DETAILS**	**PAYMENT DETAILS**	**NOTES**
	Contract Value	$ 361,675.87		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	$ 72,335.17	$ 72,335.17	paid
2	Payment 2 - 35%	$ 126,586.55	$ 126,586.55	paid
3	Payment 3 - 35%	$ 126,586.55	$ 126,586.55	This Claim
4	Payment 4 - 10%		.	
5				
8	**Progress Claim to date**	**$ 325,508.27**		
9	**Original Contract Value**	**$ 361,675.87**		
10	**Total Adjusted Contract Value**	**$ 361,675.87**		
11	**Balance of Contract Payment**	**$ 36,167.60**		

B	PAYMENT DETAILS		
	Progress payment for this claim	$ 126,586.55	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 126,586.55	

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)*	29/03/23 *Date*
Compliance and approved by:	..... *Peter Himane (Contract Manager)*	29/03/23 *Date*
Claim is hereby approved for payment by:	..... *Eldon Tepa (Executive Director - PMU)*	4/5/23 *Date*

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**	01 TEN
NHA PROJECT REF:	03 GV	**CERTIFICATE NO:**	TEN -B8
CONTRACT NO:	GTB 09/22	**DATE ISSUED OF COMPLETION CERTIFICATE**	3/22/2023
CONTRACTOR:	TL Builders & Contractors	**DLP (Defect Liability Period)**	3 Months
WORK TYPE:	Carpentry Works	**Lot No:**	Lot 1
PROJECT SITE:	ST JOSEPH TENARU	**BUILDING No.:**	BUILDING 8
BUILDING NAME:	Junior Dorm -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 24 March 2023
ii. This is to certify that the Contract Works have been inspected and qualified for Practical Completion on 24 March 2023
iii. The Defects Liability Period commenced on this date and continues for a period of 24 March 24 March 2023 to 24 June 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) ..... 24/03/2023 (Date)

..... Tony Laugwaro Contractor Representative ..... 24/03/2023 (Date)

Signed by ..... Peter Himane Contracts Manager ..... 24/03/2023 (Date)

Signed by ..... Eldon Tepa (Executive Director) ..... 27/3/23 (Date)

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PMU SOL2023 PACIFIC GAMES

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

St Joseph's Tenaru
Building 8 Final Report

tL
Builders & Contractors



Sign By TL

Director

Progressive Report Content

1. Carpentry Works 4
   i. Windows 4
   ii. Walls 5
   iii. Ceiling 5
   iv. Doors 5
   v. Patio 5
2. Painting Works 6
   i. Windows 6
   ii. Doors 6
   iii. Walls 6
   iv. Ceiling 8
3. Cleaning Works 9
   i. Floor 9
   ii. Walls 9
   iii. General Clean up 9
   iv. Porch Floor 9
4. Work done in percent 10

Some pictures ..... **Error! Bookmark not defined.**



The working team.

1. Carpentry Works

i. Windows

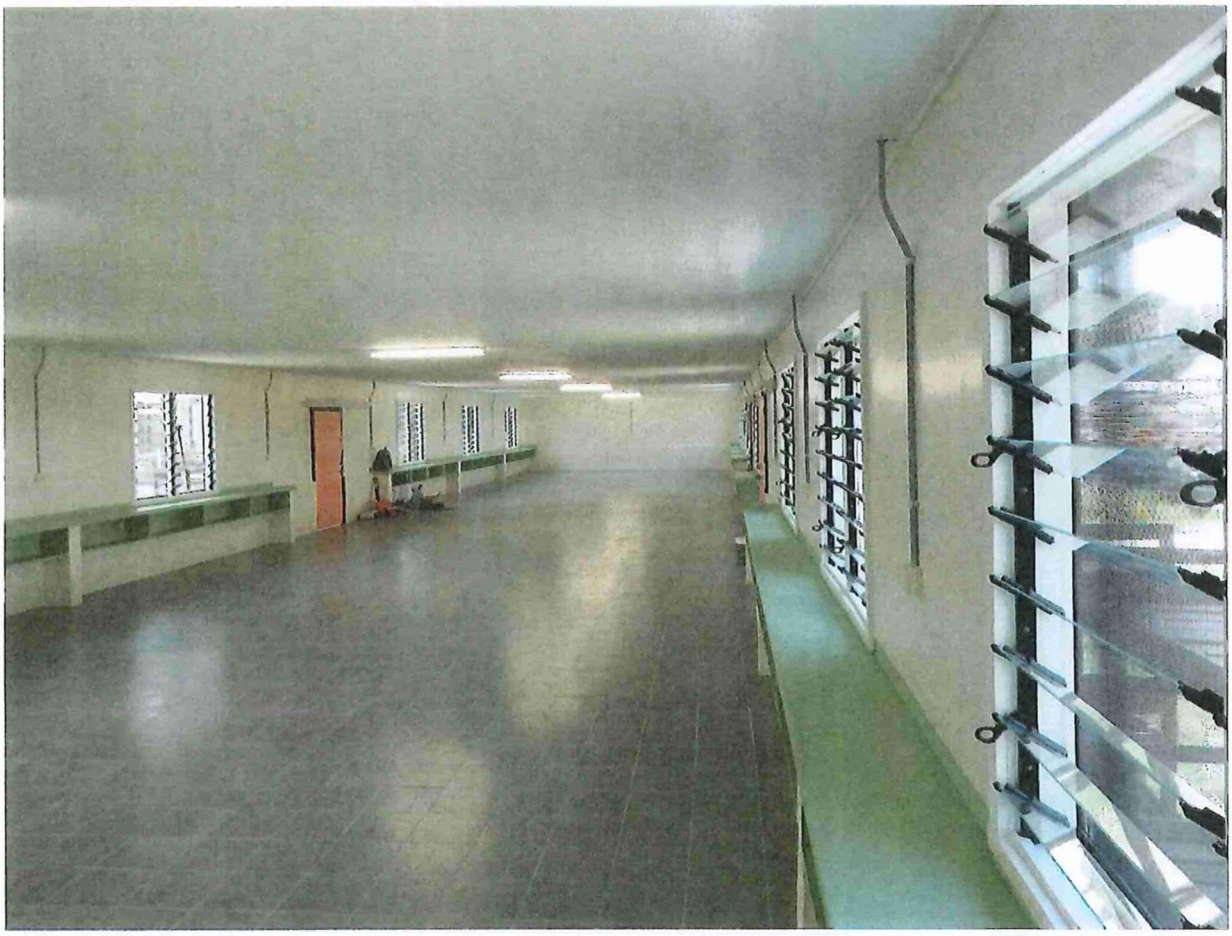
➢ Remove all existing window battens (Completed)

➢ Remove all existing window mesh (Completed)

➢ Remove all existing nylon nets/screens (Completed)

➢ Remove all existing louvre frames and louvre glasses (Completed)

➢ Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.



➢ Install new louvre frames and louvre glasses to all dormitory room windows, lounge windows & ablution windows. (Completed)

➢ Install new window battens to all dormitory & ablution room windows. (Completed)

ii. Walls

➢ Remove existing internal and external walls that are damaged and replace with the specified materials. Internal and external wall sheets that have small holes should not be removed but neatly patched using the specified material. (Completed)



iii. Ceiling

➢ Remove all existing damaged ceiling sheets to dormitory and replace with the specified material. Ceiling sheets that have small holes should not be removed but neatly patched using the specified material. (Completed)

iv. Doors

➢ Remove all existing door frames and door leafs to all dormitory rooms and install new ones of the specifications provided in this document. (Completed)

➢ Install new locks and dead-bolts to all newly installed doors to dormitory rooms. (Completed)

v. Patio

➢ Remove damaged patio posts and replace with the specified material. (Completed)

➢ Remove any damaged patio benches and replace according to same specs. (Completed)

2. Painting Works

i. Windows

➢ Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting. (Completed)



➢ Paint all window frames and window battens to dormitory & ablution with the specified paint colour (2 coat). (Completed)

ii. Doors

➢ Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.

➢ Paint all new dormitory room & ablution door frames and door leafs with the specified paint colour (2 coat).

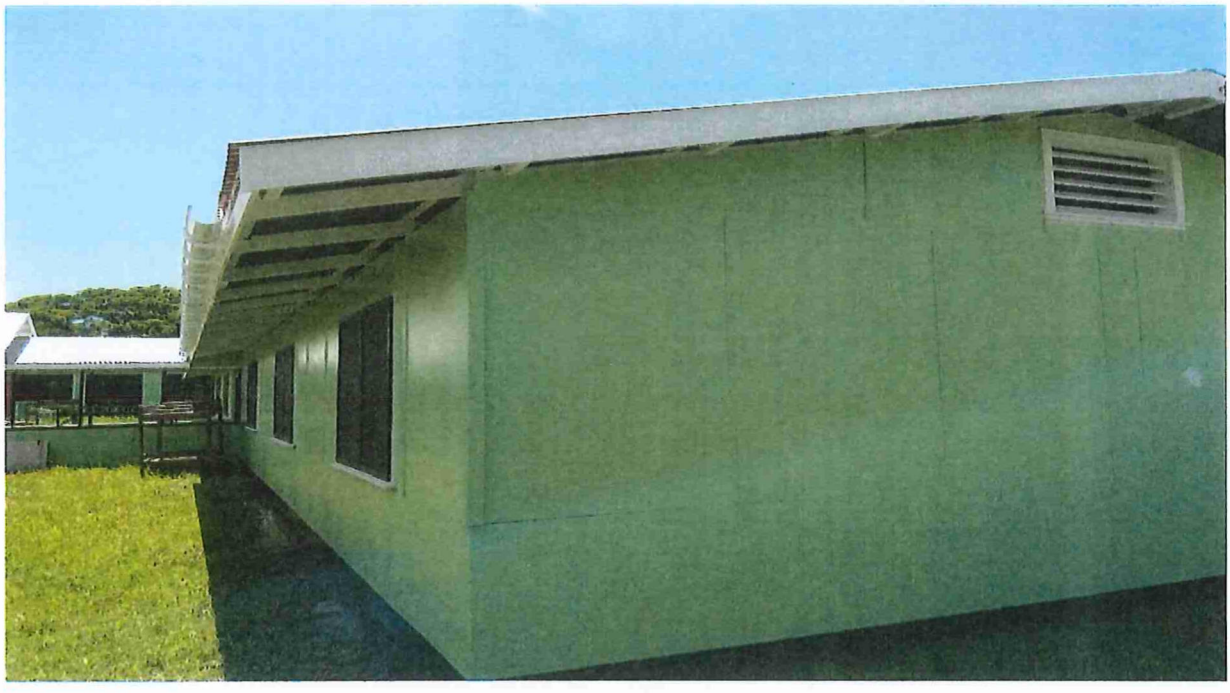
iii. Walls

➢ Prepare all internal and external wall surfaces for painting by cleaning and

smoothing them out and making sure surfaces are not uneven or rough prior to painting.



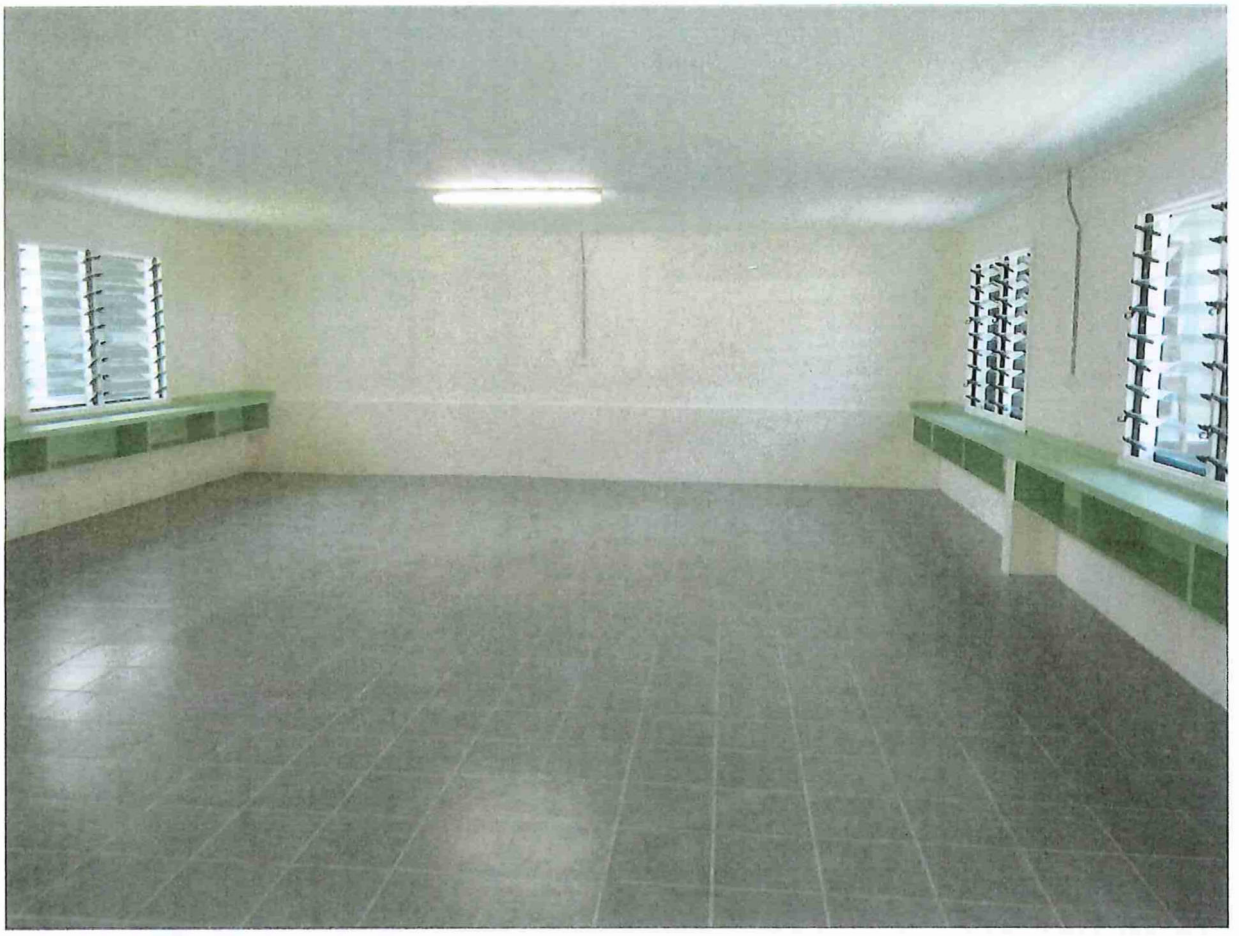
➢ Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).



iv. Ceiling

➢ Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.

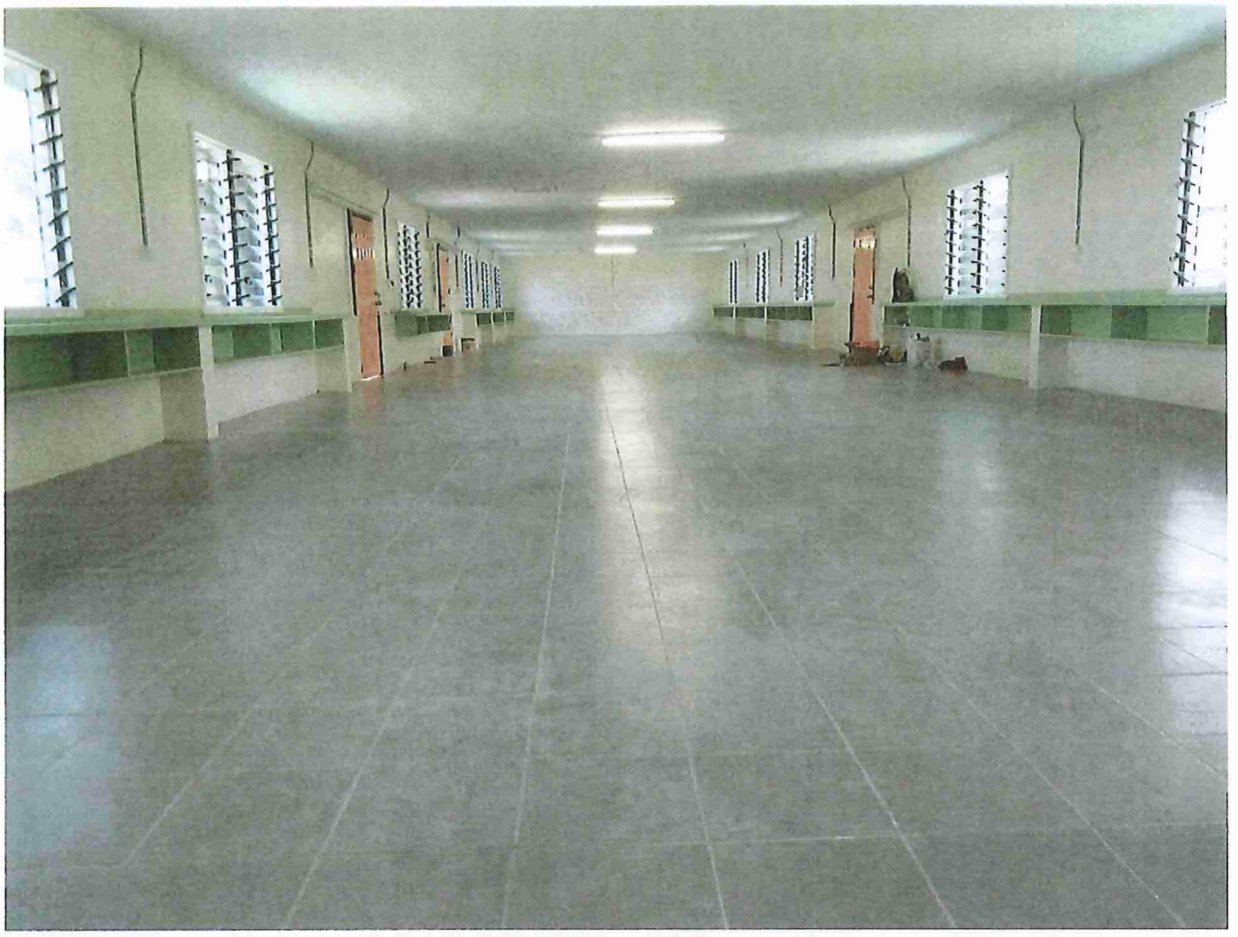
➢ Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).



3. Cleaning Works

i. Floor

➢ Wash, scrub & clean dormitory floor with water and specified cleaning detergents.



ii. Walls

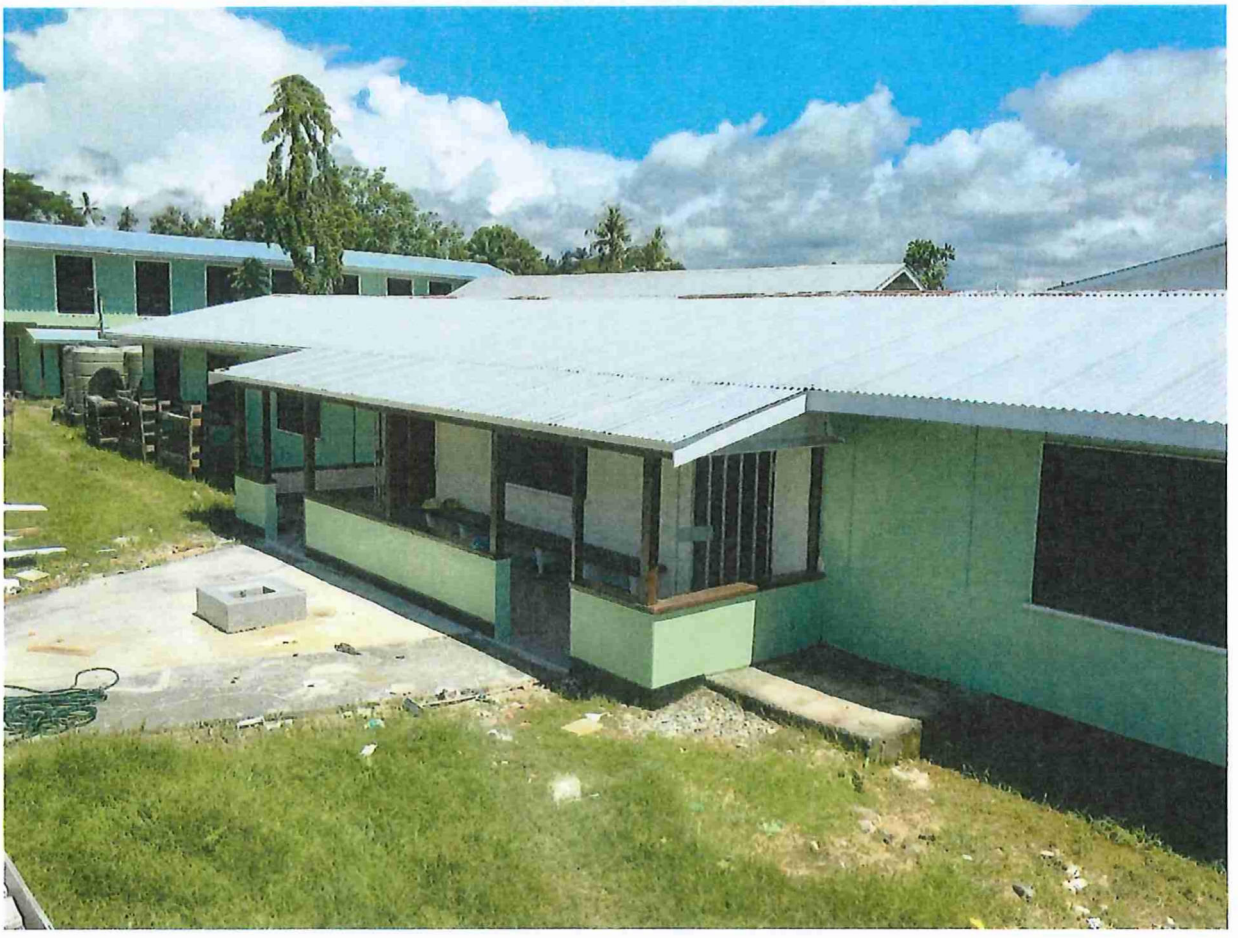
➢ Wash and scrub ablution wall surfaces prior to painting.

iii. General Clean up

➢ Keep working stations clean at all times and do a thorough general clean-up in and around the dormitory before handing over to NHA.

iv. Porch Floor

➢ Wash, scrub, and clean patio floor with water and specified cleaning detergents. (Completed)



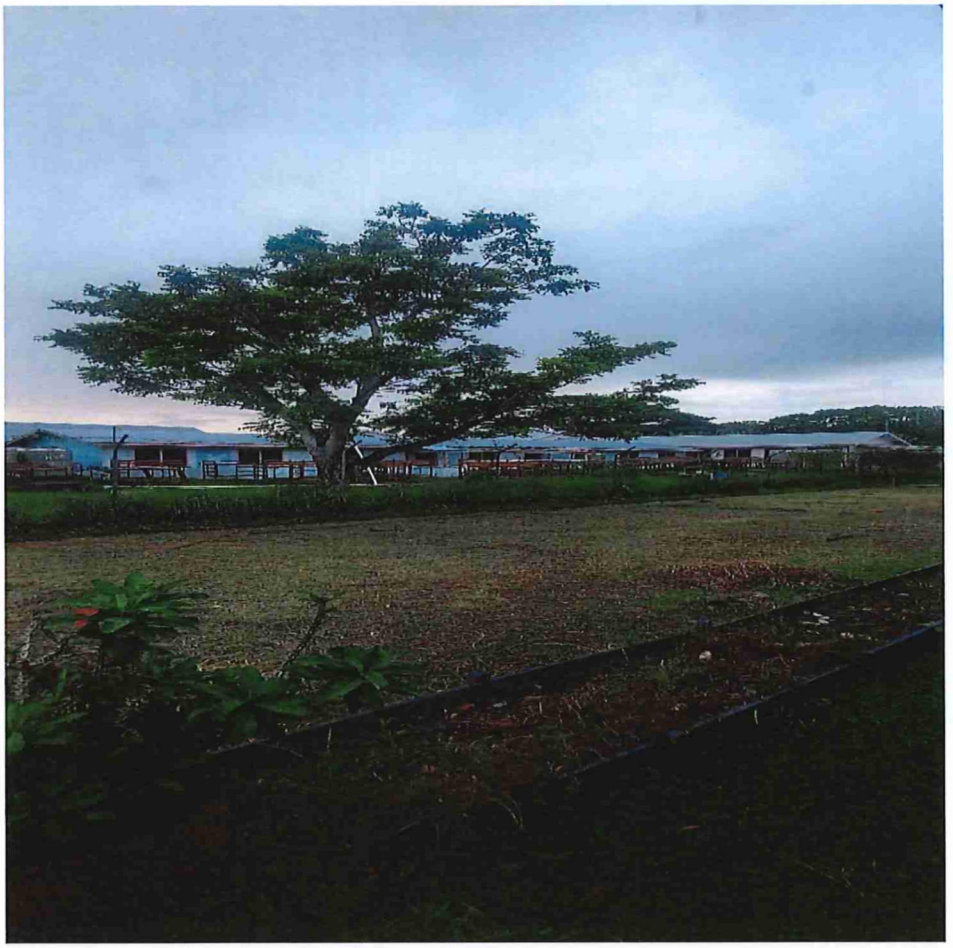
4. Work done in percent

The work is 100% done!

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

SITE PROGRESS REPORT

Date: 26th March 2023



CONTRACT NO: **GTB-GFC09/22 – LOT 1**

CONTRACT NAME:
Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1 B8-St Joseph Tenaru Catholic Secondary School – Carpentry works

CONTRACTOR NAME: **TL BUILDERS & CONTRACTORS**

COMMENCEMENT DATE: **19th December 2022**

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

info@sol2023.com.sb

+677 7308800

Sol2023 XVII Pacific Games

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, St. Joseph Tenaru Catholic Secondary School is part of the games Village for the upgrading exercise.

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 26th March 2023, which the effective date of this report. Thus, this report is purposely to provide an up date progress of the project, purposely for the release of progress payment 3 (Practical Completion) under the contract, as requested by the Contractor TL Builders & Contractors

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT: **$361,675.87**

PAYMENT RECEIVED: PMT 1 - 20% $111, 934.23

PAYMENT RECEIVED: PMT 2 – 35% $126,586.55

CURRENT CLAIM: PMT 3 – 35% $126,586.55

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			**SBD$ 361,675.87**
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 72,335.17**	**$ 72,335.17**
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Ground Floor	**$ 126,586.55**	**$ 126,586.55**
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Top Floor	**$126,586.55**	**$126,586.55**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$36,167.59**	**$36,167.59**
TOTAL			**$ 361,675.87**

4.0 THE REPORT:

Below are summary of progress to date and miles stone achieved as of the date of inspection; The progress report covers all works done on site of the building 8 junior girls dormitory.

- Demolition works covers all part of building as prescribed in the scope of works for refurbishment and replacements. 100% complete
- Exterior works include removing and replacement of old and wear out materials, apply first coat undercoat to exterior walls, facia and window frames. 100% complete
- Fixing and installing of all new window frames and doors are completed and first coat with pink primer 100%
- Cleaning, remove old ceiling linings and replace with new ones are fully completed 100% 1st coat undercoat, 100% complete.
- Interior walls and linings first coat undercoat 100% complete and 3rd coat 100% complete
- Walkway corridor walls and windows to ablution, 100% complete. Windows undercoat with pink primer 100% complete, walls interior, and exterior painting 1st coat undercoat 100% complete.
- Entrance eave rafters, purlins are completed 100%, roof covering not yet.
- Floor tiling 100% completed

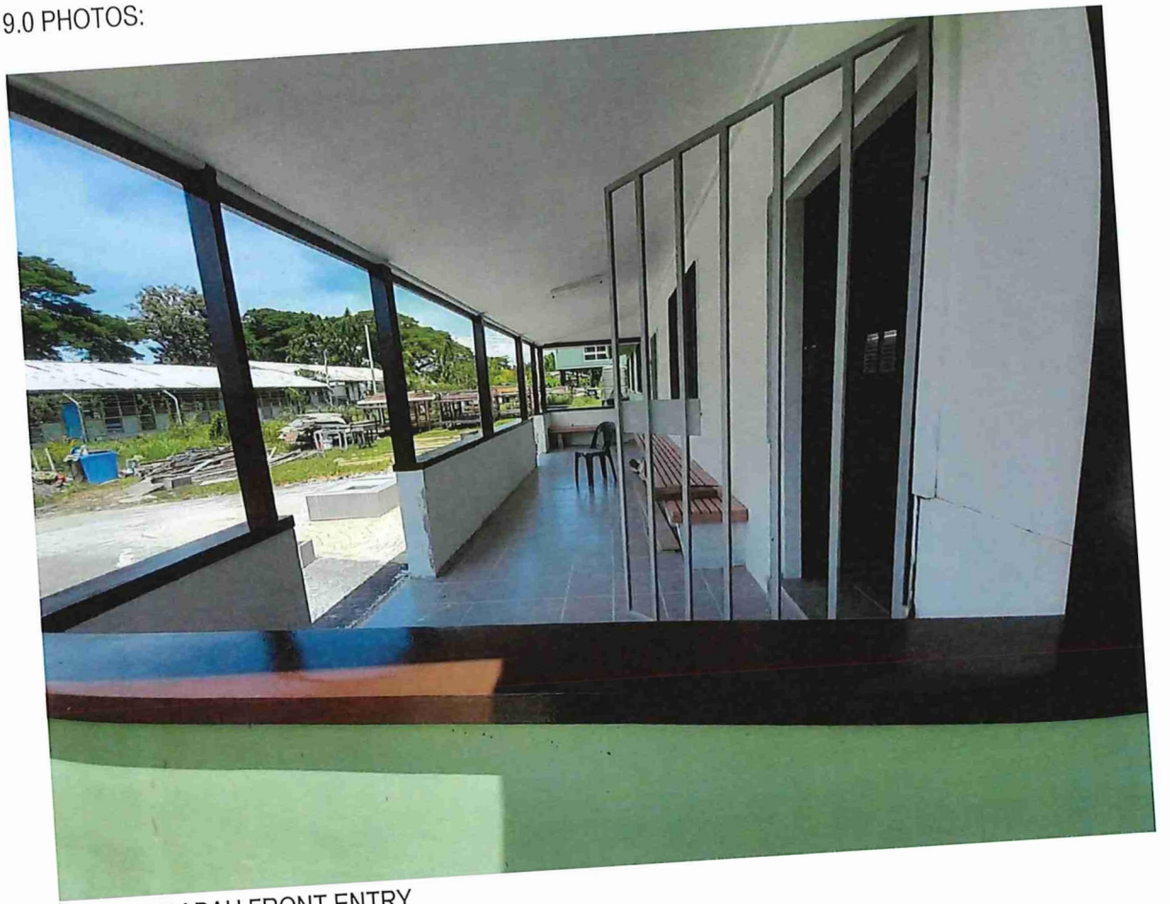
5.0 CONTRACT ISSUES: NO

6.0 SITE ISSUE:

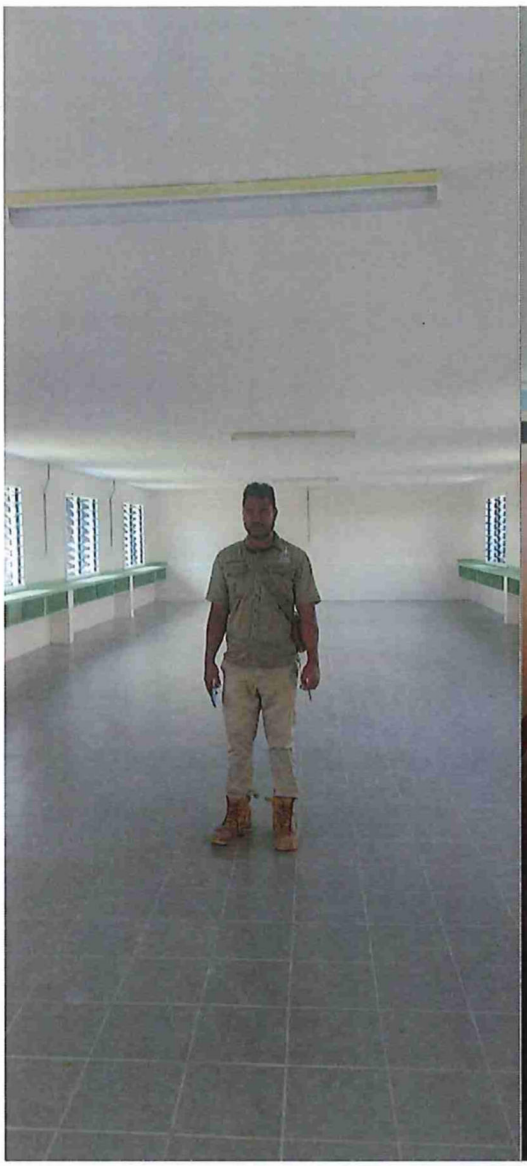
7.0 REMEDY:

8.0 OTHERS:

9.0 PHOTOS:



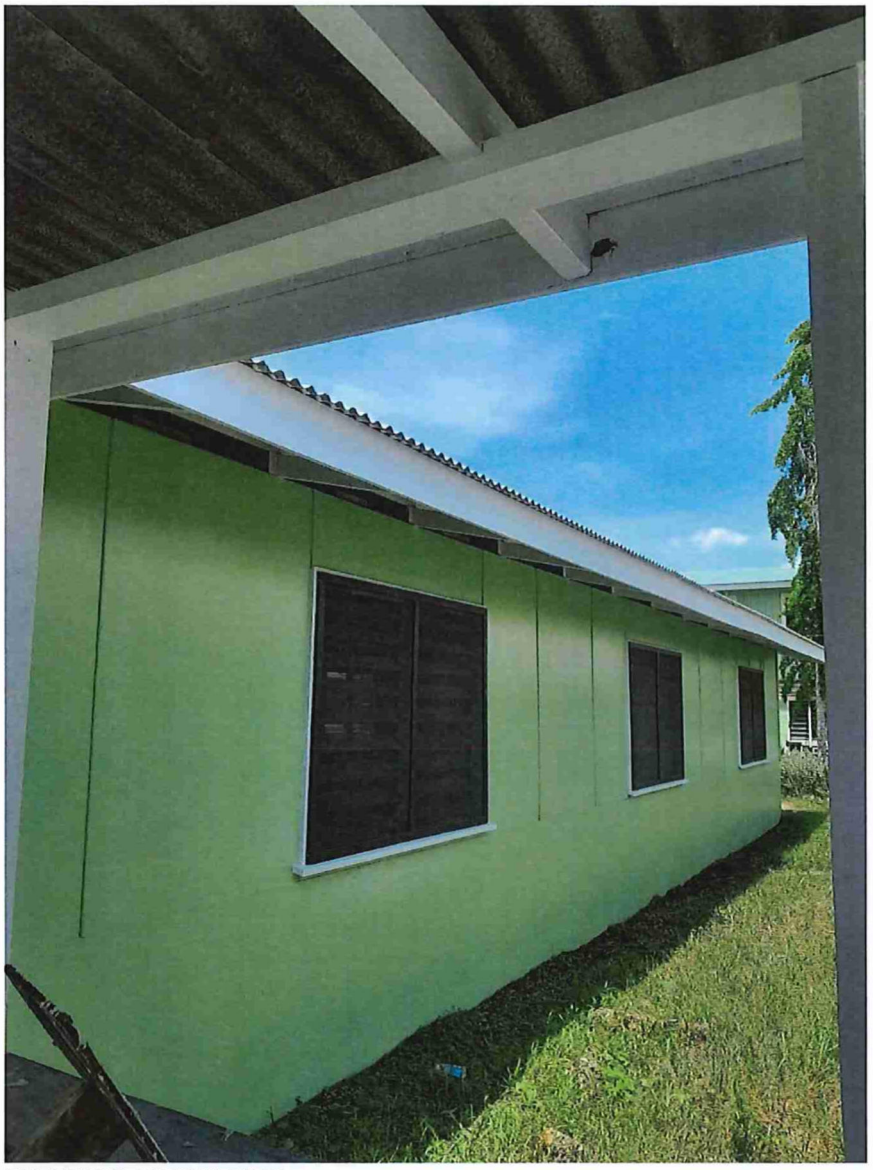
OPEN VERADAH FRONT ENTRY



INSIDE OF DORMITORY



ABLUTION



EXTERIOR OF BUILDING

10. CONCLUTION:

TL Builders & Contractors are well organised with good workmanship and they are well within their work schedule. They now reached Practical Completion

11. RATINGS:

- Building overall completion is 100% complete

COMPILE BY:

ELWYN MAETIA
Contract Administrator
Project Management Unit (PMU)

BUILDING 8: SCOPE OF WORKS

Building 8 is called "**Junior Dorm**" and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

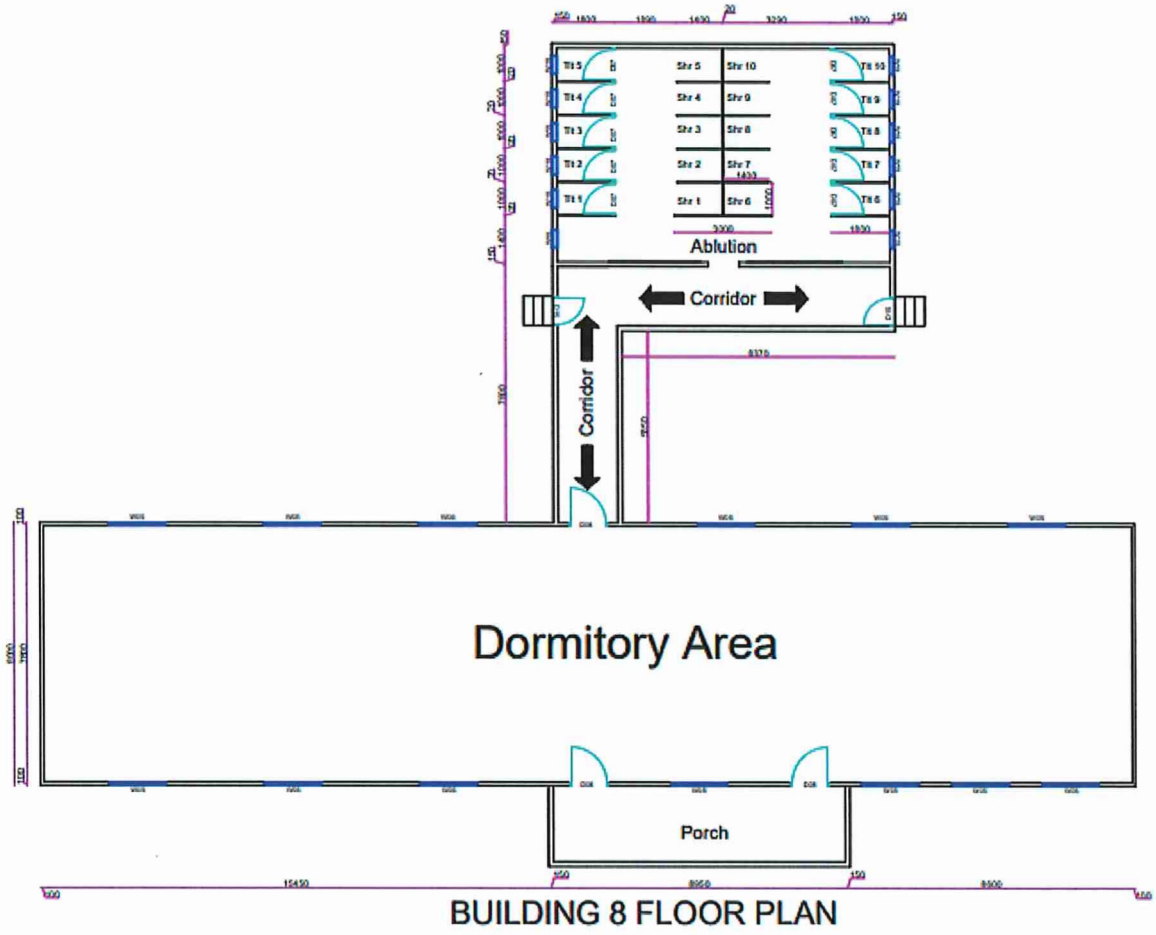


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. ***Carpentry Works***

   i. Windows

   - ✓ Remove all existing window battens
   - ✓ Remove all existing window mesh
   - ✓ Remove all existing nylon nets/screens
   - ✓ Remove all existing louvre frames and louvre glasses
   - ✓ Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.

- Install new louvre frames and louvre glasses to all dormitory room windows, lounge windows & ablution windows.
- Install new window battens to all dormitory & ablution room windows.

ii. Walls

- Remove existing internal and external walls that are damaged and replace with the specified materials. Internal and external wall sheets that have small holes should not be removed but neatly patched using the specified material.

iii. Ceiling

- Remove all existing damaged ceiling sheets to dormitory and replace with the specified material. Ceiling sheets that have small holes should not be removed but neatly patched using the specified material.

iv. Doors

- Remove all existing door frames and door leafs to all dormitory rooms and install new ones of the specifications provided in this document.
- Install new locks and dead-bolts to all newly installed doors to dormitory rooms.

v. Patio

- Remove damaged patio posts and replace with the specified material.
- Remove any damaged patio benches and replace according to same specs.

2. *Painting Works*

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames and window battens to dormitory & ablution with the specified paint colour (2 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new dormitory room & ablution door frames and door leafs with the specified paint colour (2 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.

- Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).

3. Cleaning Works

i. Floor

- Wash, scrub & clean dormitory floor with water and specified cleaning detergents.

ii. Walls

- Wash and scrub ablution wall surfaces prior to painting.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and around the dormitory before handing over to NHA.

iv. Porch Floor

- Wash, scrub, and clean patio floor with water and specified cleaning detergents.

PACIFIC GAMES
SOLOMON ISLANDS

ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8- JUNIOR DORM (GIRLS DORMITORY)

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

TL BUILDERS & CONTRACTORS

GTB-GFC09/22 (LOT 1)

Issued January 2023

ADDENDUM TO THE CONTRACT

THIS ADDENDUM TO THE CONTRACT ("Contract") is entered into between **NATIONAL HOSTING AUTHORITY, (NHA) ("the Purchaser")** having its principal place of business at OLD SEA KING BUILDING, POINT CRUZ, HONIARA, and **TL BUILDERS & CONTRACTORS ("the Contractor").**

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI National Secondary School - Carpentry Works for BUILDING 8- JUNIOR DORM (GIRLS DORMITORY),** had on this date agreed to changes and amendment of the contract terms and conditions. The clauses referred herein shall repeal or include and shall form part of the final Contract.

All expressions and terms defined or used in the original Contract Agreement shall have the same meaning in this Addendum unless the context clearly requires otherwise.

1.0: AMENDMENT OF THE CONTRACT AGREEMENT IS AGREED AS FOLLOWS:

The amendment to the original contract terms and conditions shall supersede the referenced clauses of the contract as mentioned below and effectively enforced herewith.

1. **AMENDMENT 1: SETION IV: PAYMENT SCHEDULE** - The Payment Schedule has been amended as follows:

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$ 361,675.87
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	**$ 72,335.17**	**$ 72,335.17**
Payment No.2	35% payment shall be paid upon completion of 50% of all Carpentry Works as per Scope of Works for Building 8 – Junior Dorm (Girls Dormitory) and upon verification by the Site Engineer	**$ 126,586.55**	**$ 126,586.55**
Payment No.3	35% payment shall be paid upon completion of final remaining 50% of Carpentry Works for Junior Dorm (Girls Dormitory)– upon verification by the Site Engineer and issuance of Certificate of Practical Completion	**$126,586.55**	**$126,586.55**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$36,167.59**	**$36,167.59**
TOTAL			**$ 361,675.87**

Both parties agreed herein for the amended clauses and parts of the original contract fully supersedes the original and agreed clauses and parts referenced.

This amendment shall form part of the contract and can be read or interpreted part of the original Contract.

Any further amendment shall not be considered unless otherwise agreed by both Parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director TL BUILDERS & CONTRACTORS
Date:	25/.1../2023	**Date:**	24/.01../2023

As witnessed by Project Management Unit (GFC) Representative:	
Name:	Eldon Tepa
Signature:	
Designation:	Executive Director, PMU
Date	26/01/2023

NATIONAL HOSTING AUTHORITY * EXECUTIVE DIRECTOR * SOLOMON 2023 PACIFIC GAMES

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 - JUNIOR DORM (GIRLS DORMITORY)

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

TL Builders & Contractors

(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

TL Builders & Contractors (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Anthony Laugwaro,** herein the Managing Director of **TL Builders & Contractors,**

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$ 361,675.87.** 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** working 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: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 - JUNIOR DORM (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:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director TL Builders & Contractors
Date:	19/12/2022	**Date:**	19/12/2022

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOLOMON 2023 PACIFIC GAMES

Witness signing by Project Management Unit/NHA	
Signature	
Name:	Eldon Tepa
Title:	Executive Director
Date:	19/12/2022

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PMU SOLOMON 2023 PACIFIC GAMES

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.

4.9 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:** TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 - JUNIOR DORM (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:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@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: Anthony Laugwaro TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910
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$ 361,675.87
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 72,335.17**	**$ 72,335.17**
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Ground Floor	**$ 126,586.55**	**$ 126,586.55**
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Top Floor	**$126,586.55**	**$126,586.55**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$36,167.59**	**$36,167.59**
TOTAL			**$ 361,675.87**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called **"Junior Dorm"** and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

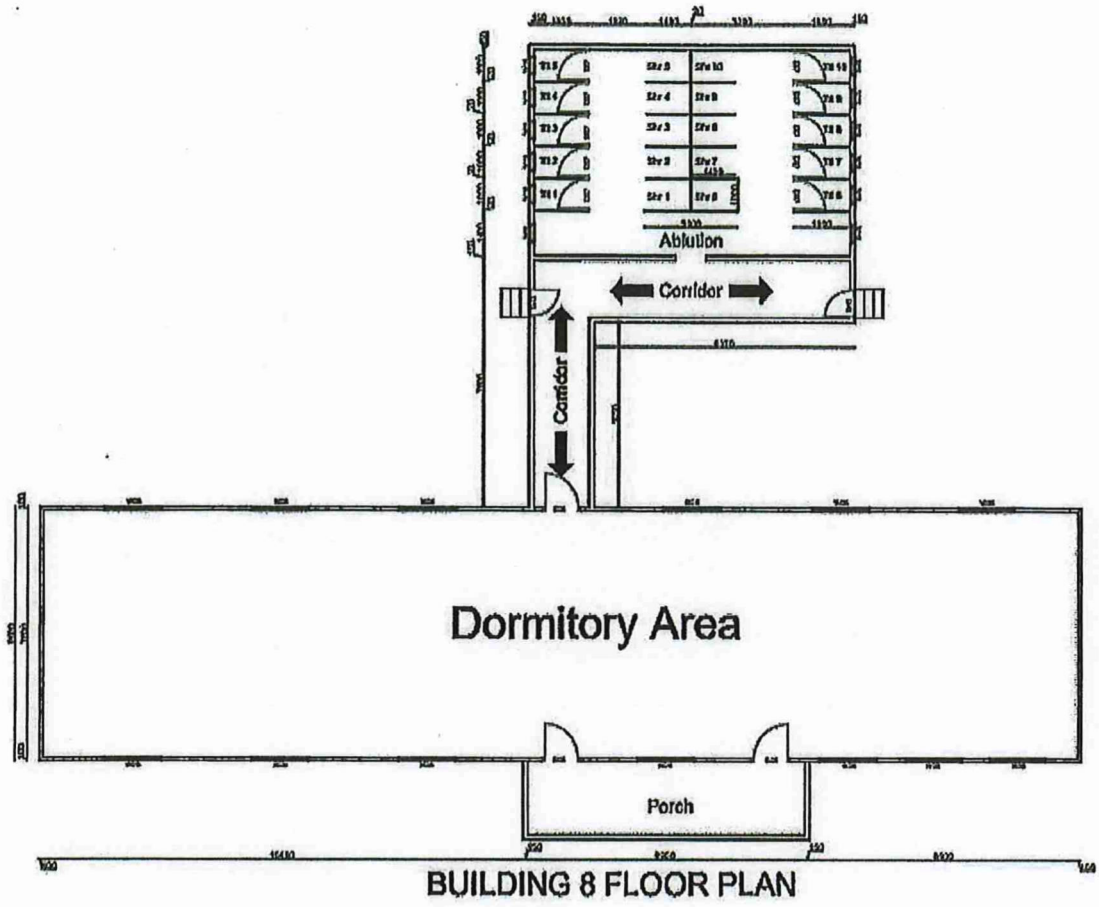


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. ***Carpentry Works***

   i. Windows

   - Remove all existing window battens
   - Remove all existing window mesh
   - Remove all existing nylon nets/screens
   - Remove all existing louvre frames and louvre glasses
   - Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.

- Install new louvre frames and louvre glasses to all dormitory room windows, lounge windows & ablution windows.
- Install new window battens to all dormitory & ablution room windows.

ii. Walls

- Remove existing internal and external walls that are damaged and replace with the specified materials. Internal and external wall sheets that have small holes should not be removed but neatly patched using the specified material.

iii. Ceiling

- Remove all existing damaged ceiling sheets to dormitory and replace with the specified material. Ceiling sheets that have small holes should not be removed but neatly patched using the specified material.

iv. Doors

- Remove all existing door frames and door leafs to all dormitory rooms and install new ones of the specifications provided in this document.
- Install new locks and dead-bolts to all newly installed doors to dormitory rooms.

v. Patio

- Remove damaged patio posts and replace with the specified material.
- Remove any damaged patio benches and replace according to same specs.

2. *Painting Works*

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames and window battens to dormitory & ablution with the specified paint colour (2 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new dormitory room & ablution door frames and door leafs with the specified paint colour (2 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.

- Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).

3. Cleaning Works

i. Floor

- Wash, scrub & clean dormitory floor with water and specified cleaning detergents.

ii. Walls

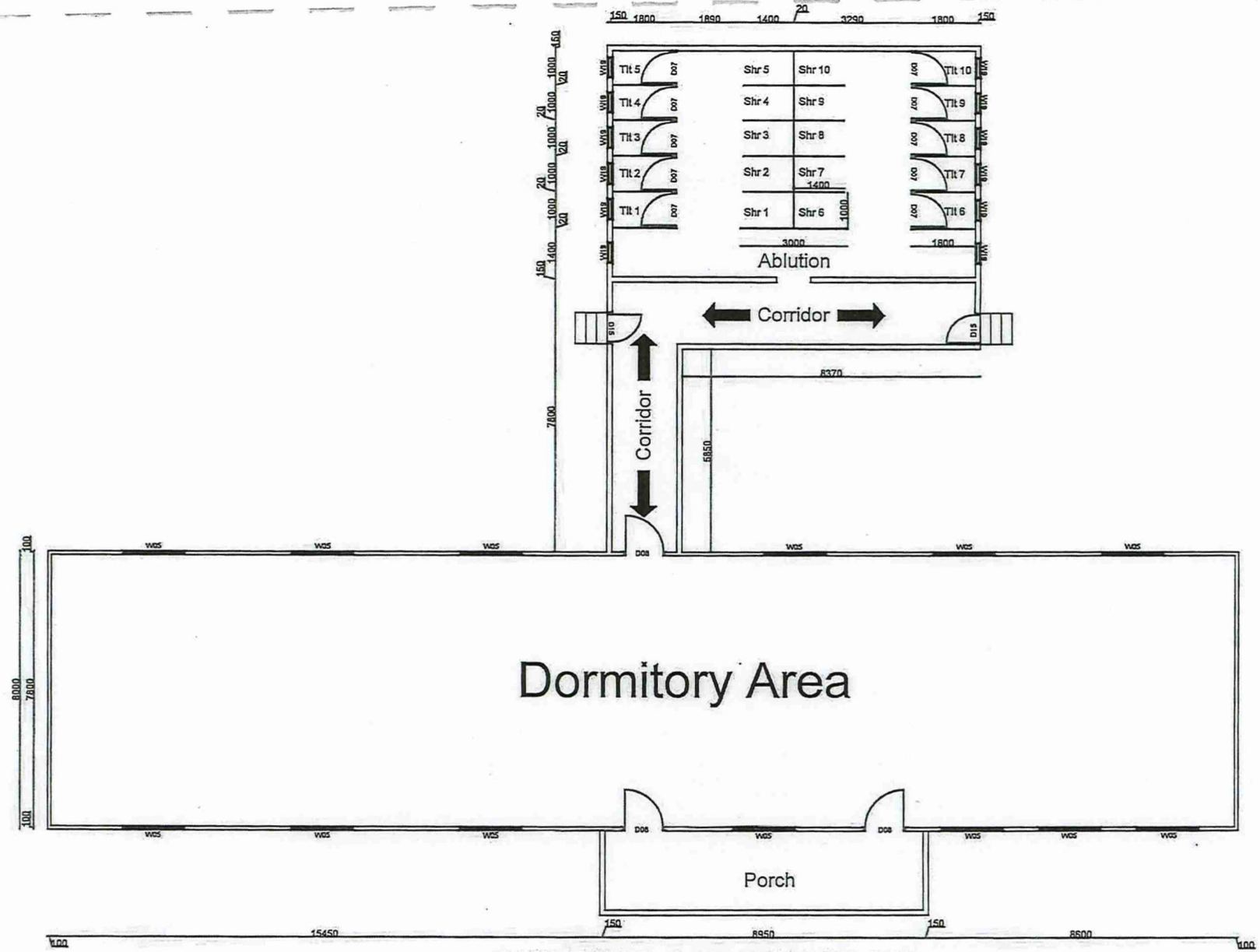
- Wash and scrub ablution wall surfaces prior to painting.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and around the dormitory before handing over to NHA.

iv. Porch Floor

- Wash, scrub, and clean patio floor with water and specified cleaning detergents.



BUILDING 8 FLOOR PLAN

@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	1

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: Tony Laugwaro
Managing Director
TL Builders & Contractors
P.O.BOX 1542
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / CARPENTRY / A8 / Lot 1

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

UNITED RISK SERVICES
INSURANCE BROKERS & RISK CONSULTANTS

TL BUILDERS AND CONTRACTORS
C/-United Risk Services
P O Box 530 Honiara

CLIENT COVERAGE SUMMARY

If you have any queries please contact:
United Risk Services Ltd
PO Box 530
HONIARA SOLOMON ISLANDS
Phone (677) 21510Fax (677) 23640

Your contact is Headly Tanopiru

Transaction Type	**NEW BUSINESS**
Insured	TL BUILDERS AND CONTRACTORS
Period of Insurance	From : 10/11/2022 To : 10/11/2023
Policy Type	Workers Compensation
Policy Number	**TBA**

Coverage Summary

Insured :	TL BUILDERS AND CONTRACTORS
Insured's Business :	Property Maintenance, General Building Construction
Situation :	Solomon Islands
Policy Wording :	Workers Compensation Policy wording; Including 'Haus Krai'
Interest Insured :	All employees engaged in the business of the Insured (as declared).
Sum Insured :	$150,000.00 Common Law limit per employee, per event; 'Haus Krai' - $10,000 each and every claim
Deductibles :	NIL
Premium Basis :	Minimum and Deposit Premium only, subject to actual wages declared by the Insured, at the end of the Insurance period.
All Other Terms :	As per CISIL Workers Compensation Policy wording

****IMPORTANT NOTICE**** **This Coverage Summary has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the Policy.**

INSURER NAME/ADDRESS	POLICY NUMBER	PROPORTION
Capital Insurance (Solomon Islands) Ltd	TBA	100%

Class of Employees	No. of Employees	Wages	Total Esti Wages: 2022 - 2023
Supervisor	1	$ 35,000.00	$35,000.00
Builders / Carpenters	1	$15,000.00	$75,000.00
		TOTAL	$110,000.00

ANNEX III: POLICE CLEARANCE CERTIFICATES

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)**	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 + Cert. of Practical Completion		✓		
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				✓

Copy of signed Contract + Addendum + Payment Schedule

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: Soleena G - Senior CA, PMU

Date: 03/04/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: JW - CPM

Date: 3/04/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: Prog. Sole

Date: 3/04/2023

NHA-DFAT FUND

TL Builders & Contractors
P.O Box 1542
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 31/03/2023

Payment Number: AGE67869

Payment Amount: $27,044.78

Variation payment No.01-upgrade schools- Lot 1 Tenaru

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
Variation No .01-GTB-GFC09/22	00000954	29/03/2023	$27,044.78	$0.00	$0.00	$27,044.78

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	30/03/2023 16:31
Transaction Number:	AGE67869

Transaction Details:

ANZ to Other Bank Transfer

PAID
DATE | CHQ. No.

From Account: 5691140
Transfer Amount in Local Currency: SBD 27,044.78
Transfer From Amount: SBD 27,044.78
Indicative :
My Reference: PMT 1-Carpentry

Payment Details

Account Name: TL BUILDERS & CONTRACTORS
Account Number: 2001539564
Bank Name: Bank of South Pacific
Reference To Payee : INV#01-ST Joseph

Pay Date : 30/03/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
30/03/2023 16:31 Mema Hite
Authorisation Required for : ANZ to Other Bank Transfer (2A)
30/03/2023 16:57 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
31/03/2023 10:30 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
31/03/2023 10:30 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:	30/03/2023 16:31
Transaction Number:	AGE67869

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 27,044.78
Transfer From Amount: SBD 27,044.78
Indicative :
My Reference: PMT 1-Carpentry

Payment Details

Account Name: TL BUILDERS & CONTRACTORS
Account Number: 2001539564
Bank Name: Bank of South Pacific
Reference To Payee : INV#01-ST Joseph

Pay Date : 30/03/2023



Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
30/03/2023 16:31 Mema Hite
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 30/03/2023

TL BUILDERS & CONTRACTORS
Honiara

Cheque Number IB TRANS

Total Amount Paid $27,044.78

Variation No.01 labour base contract for upgrade of schools - Lot1 Tenaru.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
20231	00000924	21/12/2022	$361,594.96	$184,002.60	$27,044.78

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
SOL2023 PACIFIC GAMES
30/3/23

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES
30/3/23

Payment Voucher Prepared By: _____ Date: 30/03/23

Signature of Claimant: _____

PRINT NAME: _____

2001539564
BSP

PAYMENT SCHEDULE

TL BUILDERS & CONTRACTORS

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH TENARU / CARPENTRY/ A8/ LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			361,675.87				
21/12/2022	No.1	20%	72,335.17		5,425.14	66,910.04	PAID
	No.2	35%	126,586.55		9,493.99	117,092.56	Paid
	No.3	35%	126,586.55		9,493.99	117,092.56	paid
	No.4 - RETENTION	10%	36,167.59		2,712.57	33,455.02	
	VARIATION No.01		29,237.60		2,192.82	27,044.78	Payment in Progress
			-		-	-	
TOTAL			***390,913.47***	-	***29,318.51***	***361,594.96***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-595/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	LS	Variation Payment 01 for Labour based Contract for Upgrade of Schools - Lot 1 Tenaru, Building 8, Carpentry Works (Additional)	TL Builders & Contractors	—	$29,237.60
				TOTALS	$29,237.60

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $29,237.60 Date: 29/03/23

Requisition Officer (Name): PETER HINANE Sign:

Account Code: 6-2717

Account Name: Other Local Office Cost.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 29/3/23

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 29,237.60

Signed:

Name: Corley

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: Corley. V. Thomas Date: 30/03/23

Position: Procurement Compliance Coordinator National Hosting Authority.

Copy 1 White NHA Finance

v 2 Pink/Blue Compliance Department

Yellow Requesting Department

Original

TAX INVOICE*/STATEMENT*

(*delete as appropriate)

01

Date 16.3.2023

To NHA/PMU

ABN (of Recipient) VARIATION NO 1. Order No.

From ~~Sol~~ TL Builders & Contractors

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1.	Floor tiles refurbisment		$29,237.60	
2.	Porch Roof Removal and new sheet refurbisment			
3.	Shower partitions Surfaces - remove and refurbisment			

TL Builders and Contractors
Honiara, Solomon Islands
Date: 16.3.23 Sign:

$29,237.60

TOTAL INCLUSIVE OF G.S.T.

Total Includes G.S.T.of

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 31/3/23

Thru: Eldon Tepa, Executive Director, PMU 29/3/23

From: Graham Lilo, Project Manage, PMU

NHA Ref: **GL-170323**

Date: Thursday 17th March 2023

SUBJECT: Request for Payment 3 (Variation 1) for Labour-based Contract for Upgrade of Schools for the Games Village to TL BUILDERS & CONTRACTORS- Lot 1 TENARU, Building 8 Carpentry works

Dear ED,

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

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labor-based Contract for Upgrade of Schools for the Games Village	Payment 3 (Variation) for TL BUILDERS & CONTRACTORS		$29,237.60

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR

FOR SECRETARIAT OFFICE USE ONLY

....
Signature Date 29/3/23

Mr Christian Nieng
Executive Director
National Hosting Authority

Approved	Not Approved
✓	

Cc. FC

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

PROGRESS PAYMENT CERTIFICATE NO: 03 (VARIATION -1)

Payment Schedule Name:	Payment No. 3 (Variation 1)		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	St. Joseph's Tenaru - Building 8 - Carpentry Works		
Contractor:	TL Builders & Contractors		
Project Manager	Graham Lilo	**Certificate:**	PC - 02
Contract Administrator:	Elwyn Maetia	**Date Invoice Received:**	16-Mar-23
		Date Issued for payment:	17-Mar-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
1	Contract Value	$ 361,675.87		
	Variation 1 (add +)	$ **29,237.60**		
2	New Contract Value	$ 390,913.47		
3	Payment 1 - 20%	$ 72,335.17		
4	Payment 2 -35%	$ 126,586.55		
5	**Variation 1 PMT (Minus -)**	$ **29,237.60**		**This Claim**
6				
7	**Progress Claim to date**	$ **228,159.32**		
8	**Original Contract Value**	$ **361,675.87**		
9	**Total Adjusted Contract Value**	$ **390,913.47**		
10	**Balance of Contract Payment**	$ **162,754.15**		

B PAYMENT DETAILS

	Progress payment (Variation)for this claim	$ 29,237.60	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 29,237.60	

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: 17/03/23
Graham Lilo (Project Manager) *Date*

Complianced and approved by: 29/03/23
Peter Himane (Contract Manager) *Date*

Claim is hereby approved for payment by: 29/3/23
Eldon Tepa (Executive Director - PMU) *Date*

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

St Joseph's Tenaru Building 8 Variation Report

tL Builders & Contractors



16/03/23

REPORT:

This variation was made purposely on areas that were not included in the scope of when signing the contract. It was on tiling of the whole floor surface and the eave as seen from the pictures below. These items were not included when the scope was done for the work.

The variation works completed

As seen from the pictures below, the variation work is completed as anticipated and more details can be seen on site inspection.

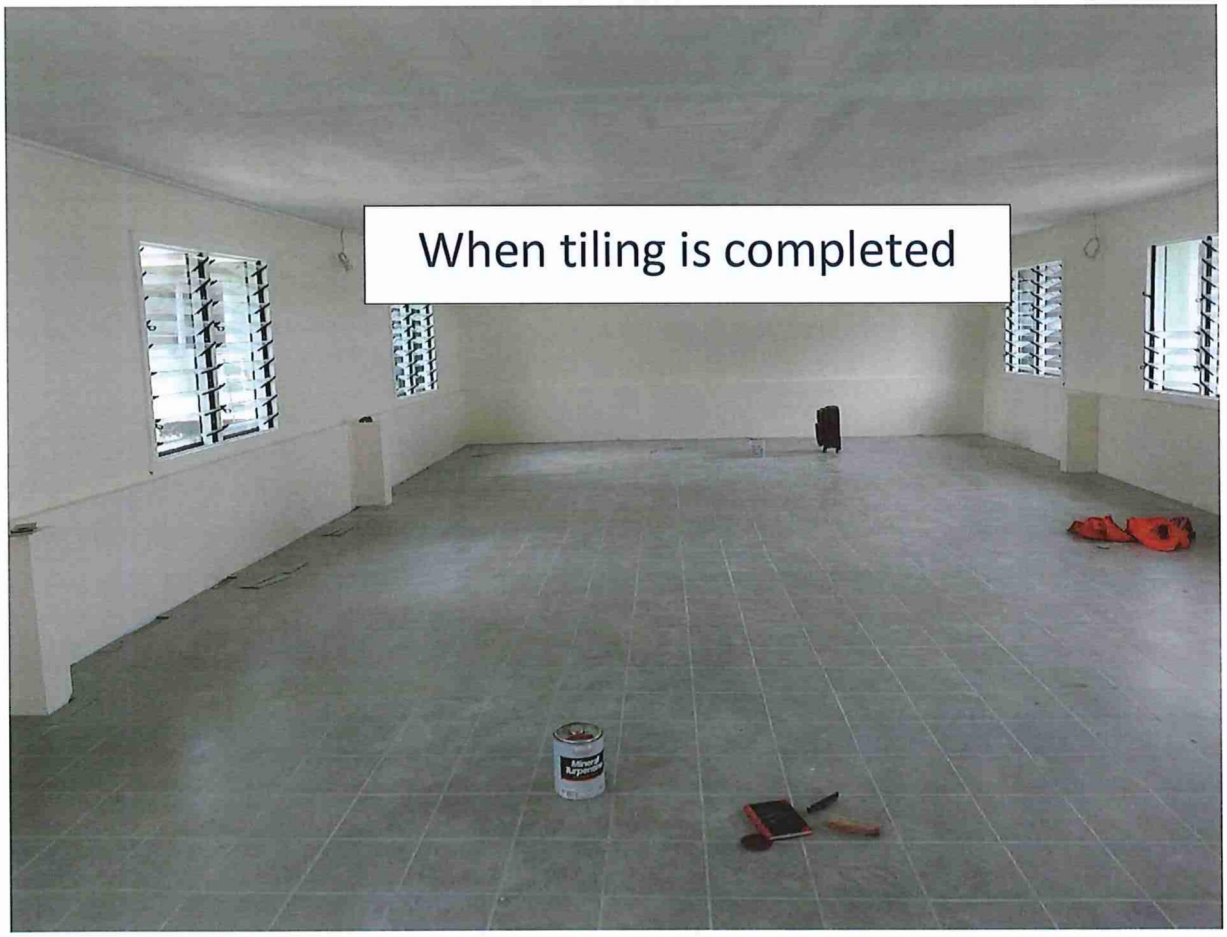
1. TITLING

Tiling was completed, and photos below show the difference from when there no tile and now when the floor is tiled.





Photo shows tilers laying tiles



When tiling is completed

Eaves





Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

VARIATION PROGRESS REPORT

Date: 10th March 2023



CONTRACT NO: **GTB-GFC09/22 – LOT 1**

CONTRACT NAME:
Labour Contract for Upgrade of games Village for Pacific Games 2023 – Lot 1-St Joseph Tenaru Catholic Secondary School – Carpentry Works for Building 8, Junior Girls Dormitory

CONTRACTOR NAME: **TL BUILDERS & CONTRACTORS**

COMMENCEMENT DATE: **25th December 2022**

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

info@sol2023.com.sb

+677 7308800

Sol2023 XVII Pacific Games

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, St. Joseph Tenaru Catholic Secondary School is part of the games Village for the upgrading exercise.

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 13th January 2023, which the effective date of this report. Thus, this report is purposely to provide an up to date progress of the extra works approved for variation, and for the release the variation payment under the contract, as requested by the Contractor TL Builders & Contractors.

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT:	**$361,675.87**
VARIATION 1 AMOUNT:	**$29,237.60 (Add +)**
NEW CONTRACT AMOUNT:	**$390,913.47**
PAYMENT RECEIVED: **PMT 1 - 20%**	$72,335.17
PAYMENT RECEIVED: **PMT 2 – 35%**	$126,586.55
THIS CLAIM: **(VARIATION 1 PMT)**	**$29,237.60 (Minus -)**
CONTRACT BALANCE	**$162,754.15**

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			**SBD$ 361,675.87**
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**AMOUNT DUE PAYABLE**
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 72,335.17**	**$ 72,335.17**
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Ground Floor	**$ 126,586.55**	**$ 126,586.55**
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Top Floor	**$126,586.55**	**$126,586.55**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$36,167.59**	**$36,167.59**
TOTAL			**$ 361,675.87**

3.0 THE REPORT:

Below are summary report of the variation completion to date as of the date of inspection; The report covers all works completed as outlined in the variation scope as per requested by the site engineer, Freda Waki and costed by the PMU QS Queenie. These additional works are not included in the original scope of works under the contract, and management has approved the variation.

APPROVED SCOPE OF WORKS FOR VARIATION

Item	Description of Scope of Works	Status
1.0	**Tiling Works**	
1.1	Clean floor and lay 300x300 ceramic tiles to entire dormitory floor space	100% complete
1.2	Cleaning of grout at joining and on tiles to make good and tidy	100% complete
2.0	**Porch Roof**	
2.1	Remove old roof, rafters, purlins and install new rafters, purlins, bird wire, sisalation and new roofing	100% complete
2.2	Repaint half block walls, install timber covering, and 100x100 king posts	100% complete
2.3	Laying of floor ceramic tiles	
3.0	**Shower Partitions**	
3.1	Remove old shower partitions and door and replace all with new partition and doors as instructed by the site engineer	100% complete
4.0	**External Works**	
4.1	Repaint and refurbish exterior or porch and make good.	100% complete
4,2	General cleaning up and chart away all rubbish and waste.	

5.0 CONTRACT ISSUES:

- Variation is required to rectify the issues stated in the scope and contract amount is adjusted (+) variation and approved amount is **$29,237.60**

6.0 SITE ISSUE:

- As per stated in the scope of works for the variation and is rectified.

7.0 REMEDY:

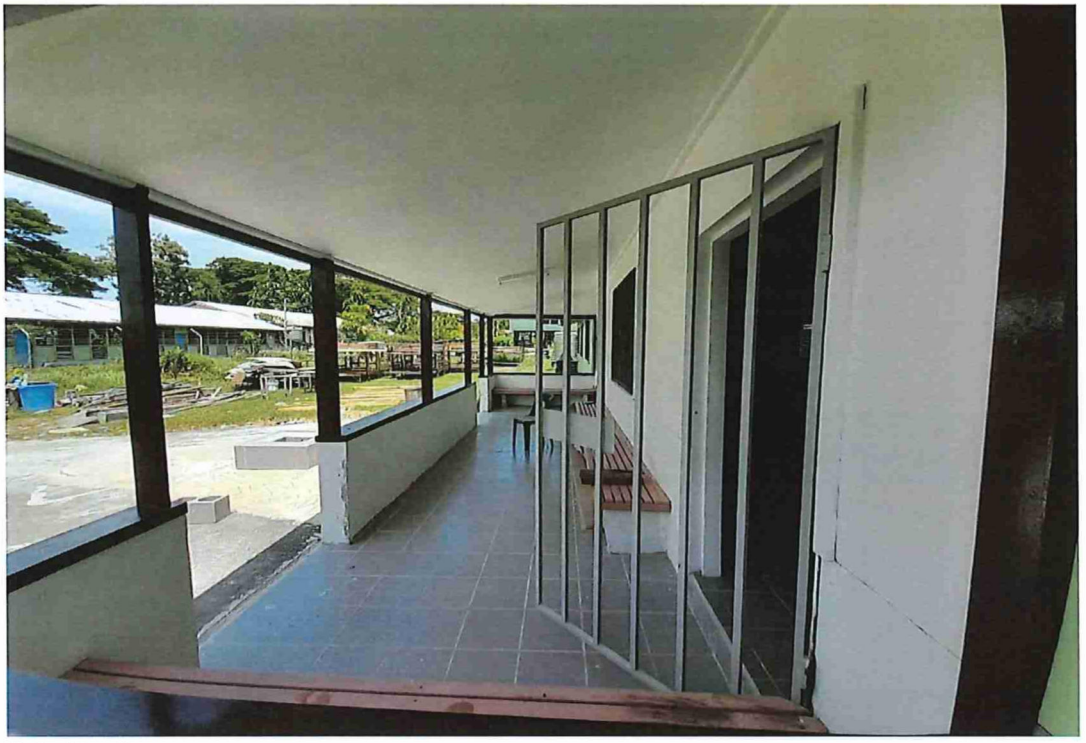
- Variation approved

8.0 OTHERS:

9.0 PHOTOS:



Dorm sleeping area



Entry Porch



Shower Partitions put up

10.0 CONCLUTION:

- All tasks in the scope of works are fully complete and they (TL BUILDERS & CONTRACTORS) are qualify to be paid in full the approved variation.(see details attached)

11.0 RATINGS:

- Variation works 100% complete

COMPILE BY:



ELWYN. MAETIA
Contract Administrator
Project Management Unit (PMU)

Project Management Unit
Games Facilities Committee

REQUEST FOR VARIATION APPROVAL

VARIATION (VO-1) FOR LABOUR BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023: LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL – CARPENTRY WORKS FOR BUILDING 8 – JUNIOR GIRLS DORMITORY

CONTRACTOR: TL BUILDERS AND CONTRACTORS

Request Letter for Executive Director's Approval

NHA Ref: **PH-230123**

Date: 27/02/23

Compliance checked.
Okay to proceed.
08/03/23

To: Christian Nieng
Executive Director
National Hosting Authority

Attention: Eldon Tepa
Executive Director
National Hosting Authority

27/2/23

Date: 27/02/23

Dear ED,

SUBJECT: REQUEST APPROVAL FOR VARIATION ORDER FOR ADDITIONAL CARPENTRY WORKS FOR BUILDING 8 TO BE CONDUCTED ON –JUNIOR GIRLS DORMITORY (LABOUR-BASED CONTRACT – GTB-GFC09/22 LOT 1)

I hereby refer to the above subject made in Pursuant to the Contract Agreement between TL BUILDERS AND CONTRACTORS , which hereby states in its Special Conditions of Contract – Article 9, Clause 9.2: *"Variations of the Contract price may be granted by the CONTRUCTORS 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."*

Furthermore, as per **SIG/PCAM 2013-*SECTION 6: CONTRACT ADMINISTRATION*** and ***sub-clause 6.1-Contract Variations, paragraph 1*** which states "*Variations may only be approved if quantities or the scope of works are increased at the Purchaser's request*" and whereby if deemed necessary to issue a contract variation, "*the Accounting Officer of the purchasing Agency can approve this for up to 10% of the original approved contract value*";

The variation claim amounts to a total cost of **$29,237.60**, which is less than 10% of the contract value, thus your perusal and approval are needed to expedite these Works.

This request is for additional labour charges that are due to additional Carpentry Works as requested by Site Engineer for Tenaru School (part of the Schools Upgrade Project).

These additional Works have since been verified by the PMU technical team and includes:

- Lay ceramic floor tiles
- Remove old leak corrugated roofing of the porch and replace with new roofing, including sisalation and birds net.
- Replace rotten doors and wall partitions in shower with new ones.

Attached is the variation order for your review, as well as a detailed Scope Report and BOQ.

Thank you for your understanding.

Sincerely,

Peter Himane
Contract Manager
Project Management Unit

CC: FC – NHA
CA, Games Village Project – PMU
Project Manager (Games Village Project) - PMU

VARIATION ORDER FORM

The issuance of this Variation Order Form shall form part of the Contract, Contractor and/or Supplier shall not proceed with Works or Supply of Materials unless approval is granted by the Authorizing Officer for the value of variations within or below 10% of the total contract value, or responsible tender boards as reference to PCAM 2013.

CONTRACT SUMMARY INFORMATION:

CONTRACT NO:	GTB-GFC09/22-LOT 1	**Variation Order No:**	No.1		
CONTRACT NAME:	Labour Based Contract for Upgrade of Games Village for Pacific Games 2023: Lot 1 – Saint Josephs Tenaru Catholic National Secondary School - Carpentry Works for Building 8 – Junior Dorm, Girls Dormitory				
SCHOOL NAME	Saint Josephs Tenaru Catholic National Secondary School				
CONTRACTOR NAME	TL BUILDERS & CONTRACTORS	Building No	08	Lot No	1

DESCRIPTION OF ISSUING OF VARIATION ORDER (indicate below variation)

Variation for additional Labour Cost due to additional Carpentry Works for Building 8: Inclusion of Tiling of entire floor, replace licking old porch roofing, and damaged toilet shower partition and doors needs replacement

Requested by the Engineer / Employer on: 12/01/23

TECHNICAL REASON (S) FOR VARIATION:

1.	**Reason for Variation:**	Additional Work	✓	Design Change	
		Specification Change		Provisional Item	
		Prime Cost Item		Omitted Work	
2.	How will this variation affect the contract period?		Increase original cost of Contract only		

The above will necessitate the following:

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Floor tiling works	Days	8	1,816.00	S14,528.00
2	Remove old roofing & install new roofing, bird wire and sisalation foil	Days	2	1,816.00	$3,632.00
3	Remove & Replace rotten ply doors and partitions	Days	2	1,816.00	$3,632.00
				TOTAL VARIATION COST (this Variation)	**$29,237.60**

The value of the variations is calculated according to the Contractor and Supplier's bid rates

ADDITIONAL EXPENDITURE:		
Original Contract Value	$ 361,675.87	
Estimated Variation Cost	$ 29,237.60	
CPA (Contract Price Adjustment)	$ 390,913.47	
The above rates are valid at base date for the purposes of contract price adjustment.		
Summary of Variation Order and Claims is attached.		
For Approval of this Variation Order Form, parties' representatives signed hereby;		
Variation recommendation by: *(to be requested by Site Engineer and signed by Contractor)*		

Name: Freda Waki **PROJECT SITE ENGINEER (Tenaru School)**	Signed:..... Date:...1...../...03.../2023	Name: TONY Langwan **CONTRACTOR: TL Builders & Contractors**	Signed:..... Date:.27.../..02.../23
Endorsement by: (this endorsement shall be submitted for final approval by Authorizing Officer or relevant Tender Boards)			
Name: Graham Lilo **PROJECT MANAGER**	Signed..... Date:...1...../...03.../2023	Name: Peter Himane **CONTRACTS MANAGER**	Signed:..... Date:...10...../...03.../2023

Name: Eldon Tepa
Executive Director
Project Management Unit
National Hosting Authority

Signed:.....date:...14...../...03...../2023

Suppliers and Contractors shall be notified to proceed with variation Works or Supplies after approval of order to vary Contract Scope of Works, quantities, and values.

VARIATION WORKS: TL BUILDERS & CONTRACTORS

LOT 1-SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 – JUNIOR DORM (GIRLS DORMITORY)

VARIATION REQUEST BY SITE ENGINNER (FREDA WAKI 12/01/2023)

- The scope of works did not capture the floor tiles.

- The corrugated roof of the porch is leaking due to rust (general wear & tear) as. This needs to be assessed.

- Damaged Toilet & Shower partition needs to be assessed as it was not included in the scope.

Variation Works have been verified and scoped by PMU Officers Consisting of a Quantity Surveyor and Engineers.

SCOPE OF WORKS FOR VARIATION: TL BUILDERS AND CONTRACTORS

Item	Description
-	
1	**FLOOR TILES**
	Prep and lay 300 x 300 Ceramic Tiles to cover floor surface area 272 Sq.M
2	**PORCH ROOF**
	Remove old Corrugated Sheets to replace on Porch Roof (Bird Net & sisilation to be installed under discretion of Site Engineer)
3	**SHOWER PARTITIONS**
	Remove & replace rusted 2x2 SHS post for shower partitions with required quality finish.
	Remove & replace rotten/damaged ply on toilet partitions with material specified by Project/Site Engineer.

TL BUILDERS AND CONTRACTORS LOT 1-SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 – JUNIOR DORM (GIRLS DORMITORY)

VARIATION LABOUR WORKS ONLY

Item	Description	Qty	UOM	Rate	Total
1	**FLOOR TILES**				
	Prep and lay 300 x 300 Ceramic Tiles to cover floor surface area 272 Sq.M	8	Day	$ 1,816.00	$ 14,528.00
2	**PORCH ROOF**				
	Remove old Corrugated Sheets to replace on Porch Roof (Bird Net & sisilation to be installed under discretion of Site Engineer)	2	Day	$ 1,816.00	$ 3,632.00
3	**SHOWER PARTITIONS**				
	Remove & replace rusted 2x2 SHS post for shower partitions with required quality finish.	2	Day	$ 1,816.00	$ 3,632.00
	Remove & replace rotten/damaged ply on toilet partitions with material specified by Project/Site Engineer.	2	Day	$ 1,816.00	$ 3,632.00
	Total Labour Work for Variations				**$ 25,424.00**
	15% Profit Margin				**$ 3,813.60**
	VARIATION PAYMENT				**$ 29,237.60**

(Labour cost will be calculated as per the Contractors Rate that has been submitted for the GTB-GFC 09/22 GAMES VILLAGE)

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 - JUNIOR DORM (GIRLS DORMITORY)

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

TL Builders & Contractors

(GTB-GFC09/22)

December 2022

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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

TL Builders & Contractors (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Anthony Laugwaro,** herein the Managing Director of **TL Builders & Contractors,**

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$ 361,675.87.** 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** working 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: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 - JUNIOR DORM (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:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director TL Builders & Contractors
Date:	19/12/2022	**Date:**	19/12/2022

Witness signing by Project Management Unit/NHA

Signature for

Name: Eldon Tepa

Title: Executive Director

Date: 19/12/2022

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.

4.9 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:** TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 - JUNIOR DORM (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:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@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: Anthony Laugwaro TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910
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$ 361,675.87
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	**$ 72,335.17**	**$ 72,335.17**
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Ground Floor	**$ 126,586.55**	**$ 126,586.55**
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Top Floor	**$126,586.55**	**$126,586.55**
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	**$36,167.59**	**$36,167.59**
TOTAL			**$ 361,675.87**

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called "**Junior Dorm**" and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

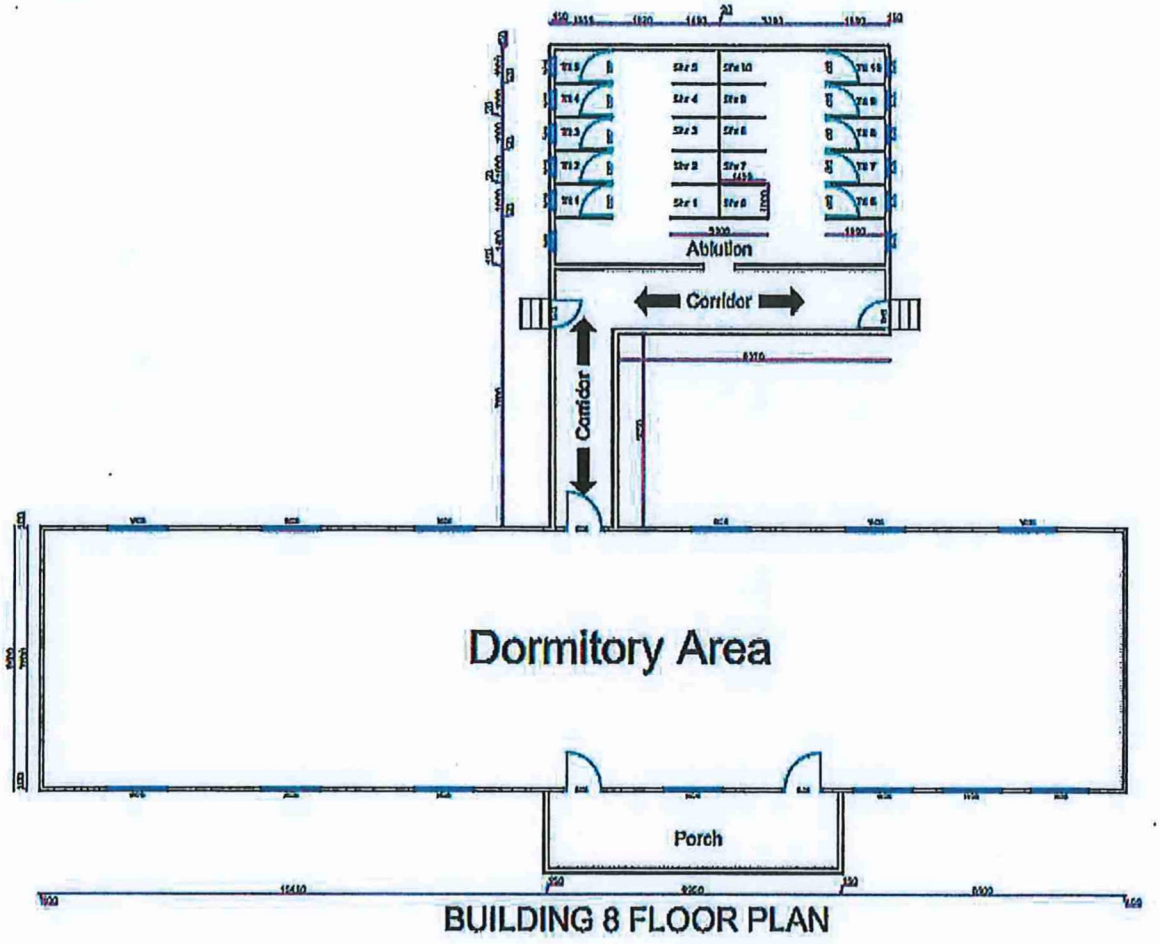


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. ***Carpentry Works***

   i. Windows

   - Remove all existing window battens
   - Remove all existing window mesh
   - Remove all existing nylon nets/screens
   - Remove all existing louvre frames and louvre glasses
   - Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.

- Install new louvre frames and louvre glasses to all dormitory room windows, lounge windows & ablution windows.
- Install new window battens to all dormitory & ablution room windows.

ii. Walls

- Remove existing internal and external walls that are damaged and replace with the specified materials. Internal and external wall sheets that have small holes should not be removed but neatly patched using the specified material.

iii. Ceiling

- Remove all existing damaged ceiling sheets to dormitory and replace with the specified material. Ceiling sheets that have small holes should not be removed but neatly patched using the specified material.

iv. Doors

- Remove all existing door frames and door leafs to all dormitory rooms and install new ones of the specifications provided in this document.
- Install new locks and dead-bolts to all newly installed doors to dormitory rooms.

v. Patio

- Remove damaged patio posts and replace with the specified material.
- Remove any damaged patio benches and replace according to same specs.

2. *Painting Works*

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames and window battens to dormitory & ablution with the specified paint colour (2 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new dormitory room & ablution door frames and door leafs with the specified paint colour (2 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.

- Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).

3. Cleaning Works

i. Floor

- Wash, scrub & clean dormitory floor with water and specified cleaning detergents.

ii. Walls

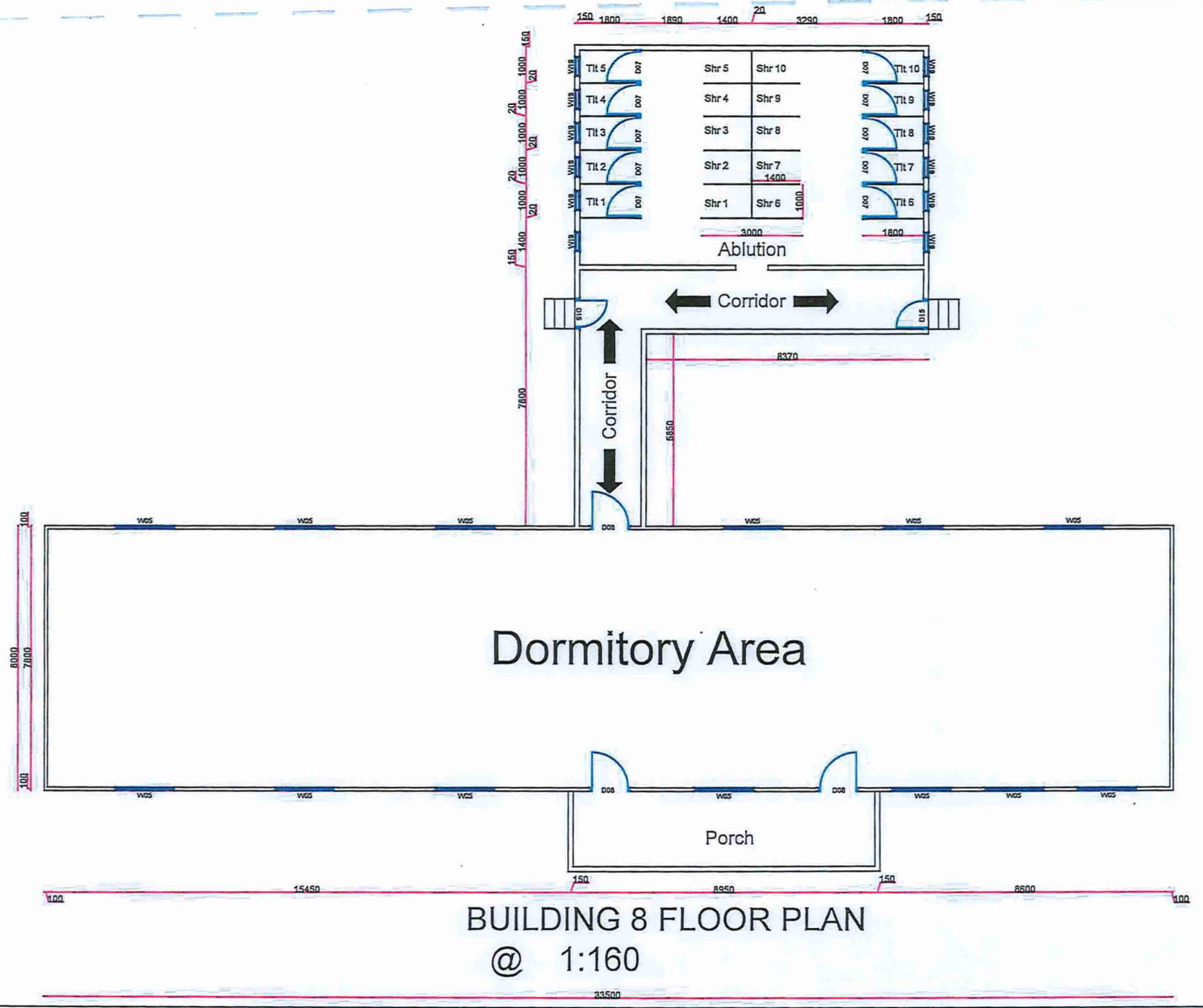
- Wash and scrub ablution wall surfaces prior to painting.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and around the dormitory before handing over to NHA.

iv. Porch Floor

- Wash, scrub, and clean patio floor with water and specified cleaning detergents.



BUILDING 8 FLOOR PLAN

@ 1:160

PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	1

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: Tony Laugivaro
Managing Director
TL Builders & Contractors
P.O.BOX 1542
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / CARPENTRY / A8 / Lot 1

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

UNITED RISK SERVICES

INSURANCE BROKERS & RISK CONSULTANTS

TL BUILDERS AND CONTRACTORS
C/-United Risk Services
P O Box 530 Honiara

CLIENT COVERAGE SUMMARY

If you have any queries please contact:
United Risk Services Ltd
PO Box 530
HONIARA SOLOMON ISLANDS
Phone (677) 21510Fax (677) 23640

Your contact is Headly Tanopiru

Transaction Type	**NEW BUSINESS**
Insured	TL BUILDERS AND CONTRACTORS
Period of Insurance	From : 10/11/2022 To : 10/11/2023
Policy Type	Workers Compensation
Policy Number	TBA

Coverage Summary

Insured :	TL BUILDERS AND CONTRACTORS
Insured's Business :	Property Maintenance, General Building Construction
Situation :	Solomon Islands
Policy Wording :	Workers Compensation Policy wording; Including 'Haus Kral'
Interest Insured :	All employees engaged in the business of the Insured (as declared).
Sum Insured :	$150,000.00 Common Law limit per employee, per event; 'Haus Kral' - $10,000 each and every claim
Deductibles :	NIL
Premium Basis :	Minimum and Deposit Premium only, subject to actual wages declared by the Insured, at the end of the insurance period.
All Other Terms :	As per CISIL Workers Compensation Policy wording

IMPORTANT NOTICE This Coverage Summary has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the Policy.

INSURER NAME/ADDRESS	POLICY NUMBER	PROPORTION
Capital Insurance (Solomon Islands) Ltd	TBA	100%

Class of Employees	No. of Employees	Wages	Total Esti Wages: 2022 - 2023
Supervisor	1	$ 35,000.00	$35,000.00
Builders / Carpenters	1	$15,000.00	$75,000.00
		TOTAL	$110,000.00

ANNEX III: POLICE CLEARANCE CERTIFICATES

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	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	Variation Works Completion Report	✓		
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				✓

Copy of signed Contract

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: Soleana G - Senior CA, PMO

Date: 29/03/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: JW – CPM

Date: 29/03/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: A. Sale

Date: 29/03/2023

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: TL Builders & Contractor – ~~Rent~~ Retention 10%

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	Sam	Sign by ED	DG

000268

Comments: CHQ ~~000262~~ BSP

PAID
DATE 27/11/23
CHQ. No.

2023 RECIEVED
DATE 24/11/23
PACIFIC GAMES

NHA-DFAT PAYMENT VOUCHER

Cheque No: 000268

Payment to: TL BUILDERS & CONTRACTORS

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Voucher No: PMU-1128/23

Date: 22-Nov-23

Approval by: _____ 22/11/23
Executive Director Date:

Approval by: _____ 23/11/23
Financial Controller Date:

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	LABOUR WORK	Payment for Retention 10% Claim Labour based Contracts Game Village invoice#20235	33,455.02
6-2100-7	TENARU SCHOOL	Carpentry Work	
		Total:-	33,455.02

Amount in Word: Thirty Three Thousand,four hundred fifty five dollars and 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-1128/23

Please indicate the type of payment:

CONSULTANCY FEE	
PAYMENT IN ARREARS	
RENTAL	
PERDIEM	
CONTRACT INSTALLMENT	
UTILITIES	
MISC/OTHER	

PAID CHQ. No. DATE 27/11/23

Received By
Name & Signature
Tony Langwaro

Prepared by
Finance Officer - Name & Signature
George mckenzie

NHA-DFAT FUND

TL Builders & Contractors
P.O Box 1542
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 22/11/2023

Payment Number: 000268

Payment Amount: $33,455.02

TL Builder & Contractors-Payment for Retention 10 % Claim for labour based Contracts Game Village Invoice#20235

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000954	21/12/2022	$334,550.18	$0.00	$301,095.16	$33,455.02

BSP
HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

27 / 11 / 23

Pay TL Builders & Contractors or bearer

the sum of Thirty Three Thousand Four Hundred Fifty Five Dollars $ 33,455.02 02/100

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000268 2001614631

TONY LAUGWARO

Date: 27/11/2023

Sign:

PAYMENT SCHEDULE

TL BUILDERS & CONTRACTORS

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH TENARU / CARPENTRY/ A8/ LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			361,675.87				
21/12/2022	No.1	20%	72,335.17		5,425.14	66,910.04	PAID
	No.2	35%	126,586.55		9,493.99	117,092.56	Paid
	No.3	35%	126,586.55		9,493.99	117,092.56	PAID
22/11/2023	No.4 - RETENTION	10%	36,167.59		2,712.57	33,455.02	Payment In Progress
29/03/2023	VARIATION No.01		29,237.60		2,192.82	27,044.78	paid
			-		-	-	
TOTAL			***390,913.47***	-	***29,318.51***	***361,594.96***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1128/23

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 for Payment 5 of (10%) for retention for the labour-based Contracts for Games Village upgrade for Carpentry works done @ ST. ~~Kitchenas~~ Joseph Tenaru, LOT 1, Building B-Junior Dorm (Girls Dormitory).	TL Builders & Contractors	Invoice # 2023S	$36,167.59
				TOTALS	$36,167.59

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $36,167.59 Date: 20th-11-23

Requisition Officer (Name): Soleana Cagahe Sign:

Account Code: 6-2717

Account Name: OTH Local, OTH 10 A

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leeroy Bird Sign:

Post: Executive Director

Department: OFC-PMU.

Authority is granted for expenditure not exceeding:

SBD$ 36,167.59

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Peter Humare Date: 21st-11-23

Position: PCM.

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1128/23

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 for Payment 5 of (10%) for retention for the labour-based contracts for Games Village upgrade for carpentry works done @ ST. ~~Contractors~~ Joseph Tenaru, LOT 1, Building B-Junior Dorm (Girls Dormitory).	TL Builders & Contractors	Invoice # 20235	$36,167.59
				TOTALS	$ 36,167.59

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $36,167.59 Date: 20th-11-23

Requisition Officer (Name): Soleana Cagahe Sign:

Account Code: 6-2717

Account Name: Other Local Travel

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leevoy Bird Sign:

Post: Executive Director

Department: CFC-PMU.

Authority is granted for expenditure not exceeding:

SBD$ 36,167.59

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Peter Humare Date: 21st-11-23

Position: PCM.

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: **GL-161123**

Date: Thursday 16th November 2023

SUBJECT: Request Payment N0.4 (10%) for Labour-based Contract for Upgrade of Schools for the Games Village to TL Builders & Constructions- Lot 1,St. Joseph Tenaru ,Carpentry Works.

Dear ED,

I refer to the above subject, your approval is hereby sought to pay TL Builders & 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	Payment N0.4 (Retention)	10%	$36,167.59

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

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

PROGRESS PAYMENT CERTIFICATE NO: 5

Payment Schedule Name:	**Retention Payment 10%**		
Project Name:	Labour-based Contract for Upgrade of Schools for the Games Village (Lot1)		
Contractor:	TL Builders & Contractor		
Project Manager	Graham Lilo	**Certificate:**	L6PC - 05
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	11-Sep-03
		Date Issued for payment:	16-Nov-23
		Contract No:	GTB 09/22

A — PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Sum	**$361,675.87**		
1	Mobilization Costs (20%)	$72,335.17	$72,335.17	Paid
2	Progress Claim No. 2 (35%)	$126,586.55	$126,586.55	Paid
3	Completion payment (35%) of Capentry works for Multi-purpose hall Ablution Block	$126,586.55	$126,586.55	Paid
4	Variation order N0. 1	$29,237.60	$29,237.60	Paid
	Retention 10%	$36,167.59	$36,167.59	This Claim
4	**Progress Claim to date**	**$390,913.46**		
5	**Original Contract Value**	**$ 361,675.87**		
6	**Total Adjusted Contract Value**	**$390,913.46**		
7	**Balance of Contract Payment**	**$0.00**		

B — PAYMENT DETAILS

	Progress payment for this claim	$36,167.59	
	Retention-Purchaser retains 5% of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$0.00	

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

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* — 17/11/23 *Date*

Compliance and approved by: ..... *Soleana Gagahe (Contract Administrator)* — 17/11/23 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU* — 20/11/23 *Date*

tL
Builders & Contractors

INVOICE
#20235

Bill To:
Games Tender Board
National Hosting Authority

Invoice Date
September 11, 2023

Description	Qty	Unit Price	Amount
Payment for St Joseph Tenaru/Carpentry/A8/ Lot 1/Junior Girls dormatory		$ 36,167.59	$ 36,167.59
10% Retention upon completion of any defects and repairs after 6 months			

Thank you for your business!

Total **$36,167.59**

Payment Option
BSP Bank Account: 2001539564

Prepared by Antonetta Kuliava/ accounts officer

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

GAMES VILLAGE CLOSE OUT TEMPLATE

Contents

Defect List 2
Defects List - Attachment 3
Defects Liability Rectification Notice 3
Defect Assessment Report. 5
DEFECTS COMPLETION REPORT CERTIFICATE 8
Certificate Of Final Completion 10

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defect List

Project Name:	Labour Based Contract for the Upgrade of Games Village for the Pacific Games 2023	**Actual date of DLP Lapses:**	(3 Months)
Project Manager:	Graham Lilo	**Project Site:**	Tenaru School
Project Site Engineer	Chris Mana	**Contractor:**	TL Constructions

Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	Moldy Ceiling Appearance	Repaint one layer ceiling Flat	1
2	Faded Irish Mosh color counter	Repainting Counter with Irish Mosh Paint	1

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.

Issuance of this notice in conformity with the Contract by the Project Manager.....date: 08/11/23

Counter Signed by the Contracts Manager..... Date: 08/11/23

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

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.

Items	Photos	Defects
1		
2		

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defects Liability Rectification Notice

Issued to: TL 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 1, Tenaru Girls Dormitory Building8**

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

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

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:	TL Construction
WORK TYPE:	Carpentry
PROJECT SITE:	Tenaru School
LOT #:	Lot 1
BUILDING NAME:	Girls Dormitory
DEFECTS PERIOD:	3 Months (March 24th to 24th June 2023)
DEFECTS INSPECTION REPORT DATE:	25th September
REPORT PREPARED BY	Chris Mana

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Inspection Summary

1. **Contractor**:

1.1 TL Construction have notified the NHA – PMU of the completion of three (3) months' defects liability period (DFLP) on the <24th September 2023>

2. **Client - NHA PMU**

2.1 NHA –PMU conducted site inspection on the < 25th September 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 – Tenaru girls dormitory building 8.

3.2 NHA –PMU have issued the contractor a defect liability rectification notices to rectify defects identified as in the defect list attached. (*See defect list attached*)

4. **Conclusion:**

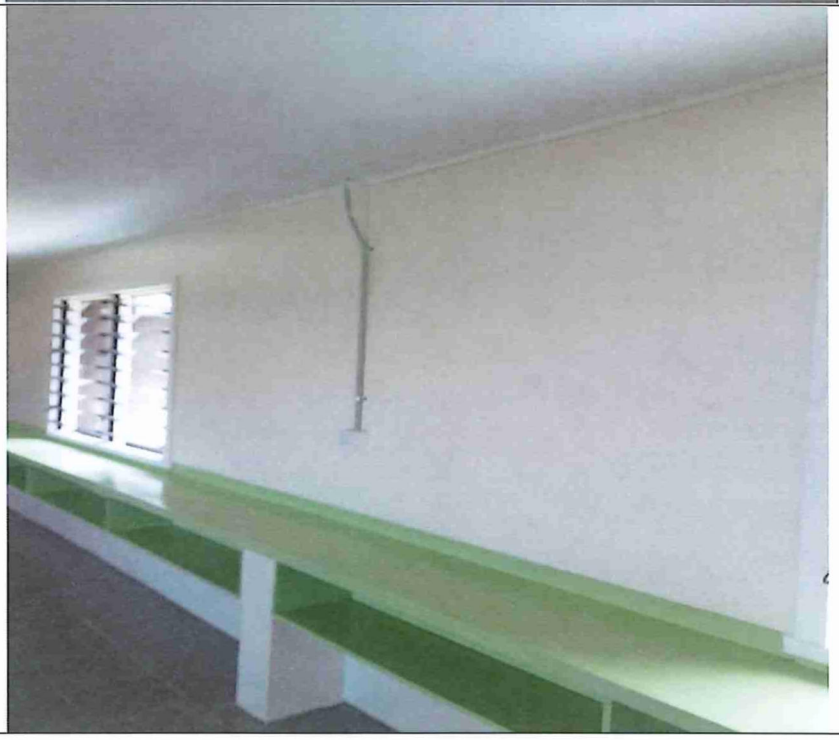
6.1 The contractor began defects rectification work on the <25th November 2023> and completed the defects work on the <27th November 2023>. After final inspection, the Project Manager can confirm that the defects work has been properly completed and satisfactorily rectified by the contractor.

Refer summary below for defects rectified work details.

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status
One coat ceiling flat finishing		Completed.
One coat Irish mosh finishing on counters		Completed

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

DEFECTS COMPLETION REPORT CERTIFICATE

To: Tony Laogwaro **TL Construction** *(The Contractor)*	**To: Leeroy Bird** **Executive Director** **National Hosting Authority, Project Management Unit. PMU** *(The Employer)*
Contact person: Tony Laugwaro	**Contact person: Graham Lilo**
Address: P.O. Box **Honiara, SI**	**Address: Sea King Building** **P.O. Box 2443, Honiara, SI**
Telephone:	**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:	**27**	**November**	**2023**
The defect lapse date:	**24**	**June**	**2023**
The end of the last *defects correction period* is:	**24/03/23 to 24/06/23**		**2023**
This Defects Certificate Date is: (at the later of the *defects date* or the end of the last *defects correction period*)	**27**	**November**	**2023**

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

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

Works checked and certified by the Project Manager:

Signature:	*Name:*	*Date:*
.....	.....	.....

Final Approval Certificate

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

Certified by the Executive Director - PMU:

Signature:	*Name:*	*Date:*
.....	.....	.....

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Certificate Of Final Completion

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	**PROJECT SCH REF:**	01 TEN
NHA PROJECT REF:	03 GV	**LOT NO:**	Lot 1
CONTRACT NO:	GTB 09/22	**BUILDING NO:**	
CONTRACTOR:	TL Construction	**CERTIFICATE NO:**	
WORK TYPE:	Carpentry	**DPL (Defect Liability Period)**	
PROJECT SITE:	Tenaru	**DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE**	
BUILDING NAME:	Building 8	**DEFECT PERIOD LAPSE DATE:**	24th June 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 < insert date>.

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:

.....	.....
Managing Director	**Project Manager**
TL Construction (Contractor)	**TL Construction (Contractor)**

Copy to Contractor

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

ADDENDUM NO. 2

ADDENDUM TO THE GENERAL CONDITIONS

CLAUSE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 1 – SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 – JUNIOR DORM (GIRLS DORMITORY)

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

And

TL BUILDERS & CONTRACTORS

GTB-GFC09/22 (LOT 1)

Issued November 2023

ADDENDUM TO THE CONTRACT

THIS ADDENDUM TO THE CONTRACT ("Contract") is entered into between **NATIONAL HOSTING AUTHORITY, (NHA) ("the Purchaser")** having its principal place of business at OLD SEA KING BUILDING, POINT CRUZ, HONIARA, and **TL Builders & Contractors ("the Contractor").**

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 1 St. Joseph Tenaru, Carpentry Works for Building 8- Junior Dorm (Girls Dormitory)** had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred amended shall form part of the final Contract.

All expressions and terms defined or used in the original Contract Agreement shall have the same meaning in this Addendum unless the context clearly requires otherwise.

1.0: AMENDMENT OF THE CONTRACT AGREEMENT CLAUSE IS AGREED AS FOLLOWS:

> **AMENDMENT 1:** - SECTION I: GENERAL CONDITIONS OF CONTRACT-ARTICLE 10-CLAUSE 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* is hereby amended to read as below.

"*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 three months from the Acceptance of the Works provided that there are no serious defects.*"

The interpretation herein shall mean that defects liability period of six (6) months has been reduced to three (3) months, any further amendment shall be made depending on technical situation prior to lapse of Period of Preferred Contract (10 Months) October 2023.

2.0: PARTIES RIGHT TO AMEND CONTRACT.

The following articles and clauses provide the legal right to the parties of the contract to amend the clause mentioned in 10 (10.4) **Article 2 Application** and **Article 26 Final provisions.**

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

Both parties agreed herein for the amended clauses and parts of the original contract fully supersede the original and agreed clause and Article referenced.

This amendment shall form part of the contract and can be read or interpreted part of the original Contract. Any further amendment shall not be considered unless otherwise agreed by both Parties.

***IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.*

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director **TL Builders & Contractors**
Date:	16../..11.../2023	**Date:**	13../..11../2023

As witnessed by Project Management Unit (GFC) Representative:	
Name:	Leeroy Bird
Signature:	
Designation:	Executive Director, PMU
Date	13/..11.../2023

ADDENDUM NO. 3

ADDENDUM TO THE GENERAL CONDITIONS

CLAUSE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 1 – SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 – JUNIOR DORM (GIRLS DORMITORY)

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

And

TL BUILDERS & CONTRACTORS

GTB-GFC09/22 (LOT 1)

Issued November 2023

ADDENDUM TO THE CONTRACT

THIS ADDENDUM TO THE CONTRACT ("Contract") is entered into between **NATIONAL HOSTING AUTHORITY, (NHA) ("the Purchaser")** having its principal place of business at OLD SEA KING BUILDING, POINT CRUZ, HONIARA, and **TL Builders & Contractors ("the Contractor").**

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 1 St. Joseph Tenaru, Carpentry Works for Building 8- Junior Dorm (Girls Dormitory)** had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred amended shall form part of the final Contract.

All expressions and terms defined or used in the original Contract Agreement shall have the same meaning in this Addendum unless the context clearly requires otherwise.

1.0: AMENDMENT OF THE CONTRACT AGREEMENT CLAUSE IS AGREED AS FOLLOWS:

1. **AMENDMENT 1:** - SECTION I: GENERAL CONDITIONS OF CONTRACT-ARTICLE 18-CLAUSE 18.1

   Article of the General Conditions herein referred in Miscellaneous "Article 18-Clause 18.1 is hereby rephrased as follows.

   "18.1 The Employer (herein National Hosting Authority) will provide the Contractor with clear, adequate "as build" drawings of the Works during implementation with full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works."

   Referenced and amended sentences and paragraphs:

   a. The "*Contractor"* is hereby replaced with "*Employer"* thereof.
   b. The "*Employer"* is replaced with *"Contractor*" thereof.
   c. The phrase in the paragraph of clause referred to as*," The Contractor will provide the Employer with clear, adequate "as build" drawings of the Works as finally implemented and full documentation* is hereby rephrased to read *as "The Employer (herein National Hosting Authority) will provide the Contractor with clear, adequate "as build" drawings of the Works during implementation with full documentation,*

2.0: PARTIES RIGHT TO AMEND CONTRACT.

The following articles and clauses provide the legal right to the parties of the contract to amend the clause mentioned in 18.1.

Reference I: 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.*

Reference II: Article 26 Final provisions

26.1 Any changes to 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.

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

Both parties agreed herein for the amended clauses and parts of the original contract fully supersede the original and agreed clause and Article referenced.

This amendment shall form part of the contract and can be read or interpreted part of the original Contract. Any further amendment shall not be considered unless otherwise agreed by both Parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director **TL Builders & Contractos**
Date:	16../..11../2023	**Date:**	13.../..11../2023

As witnessed by Project Management Unit (GFC) Representative:	
Name:	Leeroy Bird
Signature:	
Designation:	Executive Director, PMU
Date	13../..11../2023

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Tony Laugwaro
Managing Director
TL Builders & Contractors
P.O.BOX 1542
Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – ST JOSEPH TENARU / CARPENTRY / A8 / Lot 1

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)

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

Required documents Prepared by Committee/Department	FI Ref	Committee	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓		✓
Draft Contract **(not yet signed by Supplier)**	P7 10.1	✓		✓
Tender Award by ITB/GTB	P7 10.1	✓		✓
PR signed by requisition officer		✓		✓
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)				
Progress Report of works/Photos etc				
Completion report if goods/services and works have been completed		Defects report.		✓
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: Christina - CM

Date: 21st - 11 - 23.

Procurement section Compliance performed by:

Signed: _____

Name and Position: ~~Peter Hamare~~ Timoci Rika

Date: 21st - 11 - 23.

Finance Department Compliance performed by:

Signed: _____

Name and Position: Gregory Sale

Date: 21/11/2023

CONTRACT AGREEMENT

FOR

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

LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR BUILDING 8 - JUNIOR DORM (GIRLS DORMITORY)

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

TL Builders & Contractors

(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

TL Builders & Contractors (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Anthony Laugwaro,** herein the Managing Director of **TL Builders & Contractors,**

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$ 361,675.87.** 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** working 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: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

    Name of Building: BUILDING 8 - JUNIOR DORM (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:**	Anthony Laugwaro
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director TL Builders & Contractors
Date:	19/12/2022	**Date:**	19/12/2022

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR SOLOMON 2023 PACIFIC GAMES

Witness signing by Project Management Unit/NHA	
Signature	
Name:	Eldon Tepa
Title:	Executive Director
Date:	19/12/2022

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PMU SOLOMON 2023 PACIFIC GAMES

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.

4.9 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:** TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910 **c. THE LOCATION SITE IS:** LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 8 - JUNIOR DORM (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:** Freda Waki Project Management Unit National Hosting Authority Email: FWaki@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: Anthony Laugwaro TL Builders & Contractors P.O. Box 1542 Honiara Solomon Islands Email: tlbuildersncontractors@gmail.com Mob: 7492910
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$ 361,675.87
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	$ 72,335.17	$ 72,335.17
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Ground Floor	$ 126,586.55	$ 126,586.55
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 8 – Top Floor	$126,586.55	$126,586.55
Payment 4 - Retention	10% Retention upon completion of any defects and repairs after three months	$36,167.59	$36,167.59
TOTAL			$ 361,675.87

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 8: SCOPE OF WORKS

Building 8 is called **"Junior Dorm"** and is a single story girls' dormitory building.

Junior Dorm: (Girls' Dormitory)

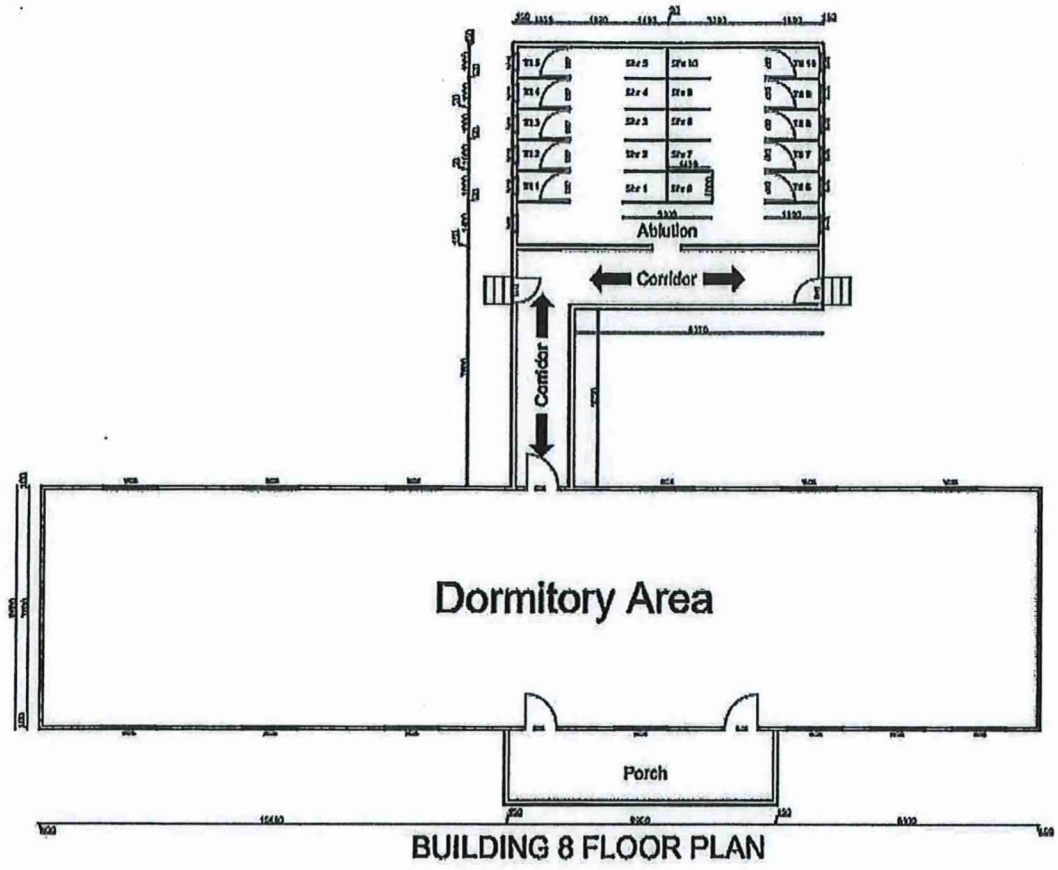


Fig 1: shows the overview floor plan (not to scale) for Building 8.

The following are the scope of works for ***building 8*** (Girls' Dormitory).

1. ***Carpentry Works***

   i. Windows

   - Remove all existing window battens
   - Remove all existing window mesh
   - Remove all existing nylon nets/screens
   - Remove all existing louvre frames and louvre glasses
   - Remove any existing window frame that is damaged and reconstruct them according to the original specs prior to removal, if not damaged, leave as it is.

- Install new louvre frames and louvre glasses to all dormitory room windows, lounge windows & ablution windows.
- Install new window battens to all dormitory & ablution room windows.

ii. Walls

- Remove existing internal and external walls that are damaged and replace with the specified materials. Internal and external wall sheets that have small holes should not be removed but neatly patched using the specified material.

iii. Ceiling

- Remove all existing damaged ceiling sheets to dormitory and replace with the specified material. Ceiling sheets that have small holes should not be removed but neatly patched using the specified material.

iv. Doors

- Remove all existing door frames and door leafs to all dormitory rooms and install new ones of the specifications provided in this document.
- Install new locks and dead-bolts to all newly installed doors to dormitory rooms.

v. Patio

- Remove damaged patio posts and replace with the specified material.
- Remove any damaged patio benches and replace according to same specs.

2. *Painting Works*

i. Windows

- Prepare all new window frame surfaces and all new window batten surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all window frames and window battens to dormitory & ablution with the specified paint colour (2 coat).

ii. Doors

- Prepare all new door frame surfaces and all new door leaf surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all new dormitory room & ablution door frames and door leafs with the specified paint colour (2 coat).

iii. Walls

- Prepare all internal and external wall surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.

- Paint both internal and external walls for all dormitory rooms with the specified paint colour (2 coats).

iv. Ceiling

- Prepare all ceiling surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all ceiling surfaces for all classrooms with the specified paint colour (2 coats).

3. Cleaning Works

i. Floor

- Wash, scrub & clean dormitory floor with water and specified cleaning detergents.

ii. Walls

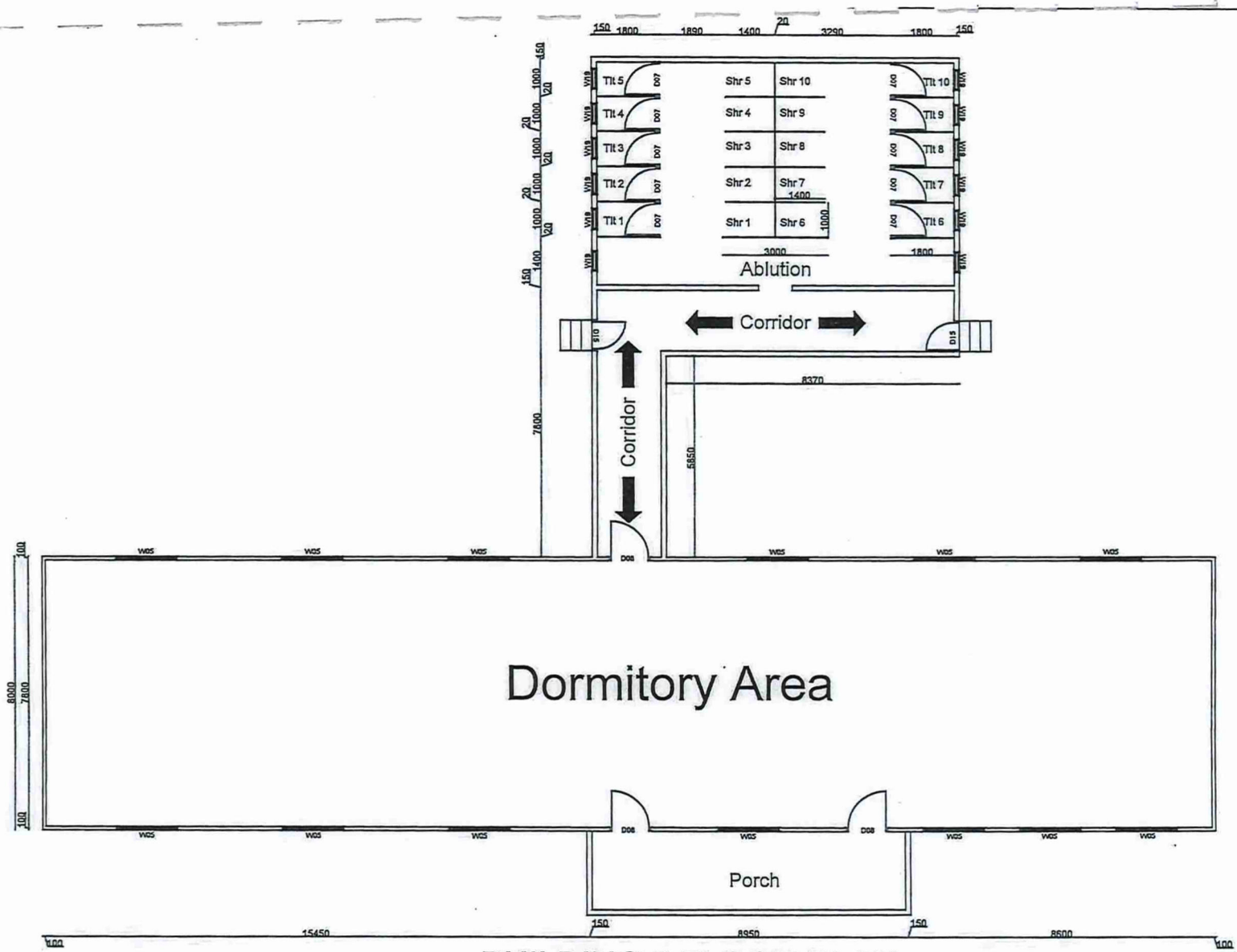
- Wash and scrub ablution wall surfaces prior to painting.

iii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and around the dormitory before handing over to NHA.

iv. Porch Floor

- Wash, scrub, and clean patio floor with water and specified cleaning detergents.



BUILDING 8 FLOOR PLAN

@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	1

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

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

UNITED RISK SERVICES
INSURANCE BROKERS & RISK CONSULTANTS

TL BUILDERS AND CONTRACTORS
C/-United Risk Services
P O Box 530 Honiara

CLIENT COVERAGE SUMMARY

If you have any queries please contact:
United Risk Services Ltd
PO Box 530
HONIARA SOLOMON ISLANDS
Phone (677) 21510Fax (677) 23640

Your contact is Headly Tanopiru

Transaction Type	**NEW BUSINESS**
Insured	TL BUILDERS AND CONTRACTORS
Period of Insurance	From : 10/11/2022 To : 10/11/2023
Policy Type	Workers Compensation
Policy Number	TBA

Coverage Summary

Insured :	TL BUILDERS AND CONTRACTORS
Insured's Business :	Property Maintenance, General Building Construction
Situation :	Solomon Islands
Policy Wording :	Workers Compensation Policy wording; Including 'Haus Krai'
Interest Insured :	All employees engaged in the business of the Insured (as declared).
Sum Insured :	$150,000.00 Common Law limit per employee, per event; 'Haus Krai' - $10,000 each and every claim
Deductibles :	NIL
Premium Basis :	Minimum and Deposit Premium only, subject to actual wages declared by the Insured, at the end of the Insurance period.
All Other Terms :	As per CISIL Workers Compensation Policy wording

****IMPORTANT NOTICE**** **This Coverage Summary has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the Policy.**

INSURER NAME/ADDRESS	POLICY NUMBER	PROPORTION
Capital Insurance (Solomon Islands) Ltd	TBA	100%

Class of Employees	No. of Employees	Wages	Total Estl Wages: 2022 - 2023
Supervisor	1	$ 35,000.00	$35,000.00
Builders / Carpenters	1	$15,000.00	$75,000.00
		TOTAL	$110,000.00

ANNEX III: POLICE CLEARANCE CERTIFICATES

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 45917

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
LAUGWARO	**Tony**
GENDER:	DATE OF BIRTH:
Male	**May 15, 1987**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

This certificate has been issued without alteration guarantee, promise, covenant or pledge. This clearance is given only on the basis of a fingerprint check. It is not transferable and only to be used once, and the original copy is valid with endorsement of the Criminal Records Office Stamp.

Dated at Honiara this 25th day of December 2022

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 25/12/2022
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

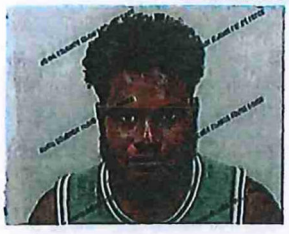
aaffoff9-caa5-4bfa-93d3-22607ef9a046

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 45888

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ARO	**John**
GENDER:	**DATE OF BIRTH:**
Male	**Jan 01, 1993**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 25th day of December 2022

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 25/12/2022
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

017f63fc-414c-40b4-b5dd-02003d23f1c4

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 45923

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
GUGUMAE	**Jerome**
GENDER:	**DATE OF BIRTH:**
Male	**Oct 22, 1986**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 25th day of December 2022

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 25/12/2022
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

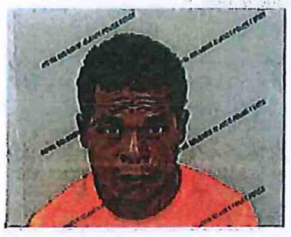
3bd23aca-4ca6-4892-9511-19c540764bea

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 45893

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
ARO	**Samson**
GENDER:	**DATE OF BIRTH:**
Male	**Jun 20, 1978**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 25th day of December 2022

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 25/12/2022
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

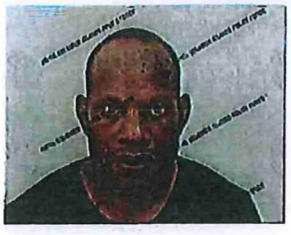
d90e55d8-14e6-4b89-8df2-f01baae507bc

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 45897

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
UGUNI	**Robert**
GENDER:	**DATE OF BIRTH:**
Male	**Sep 03, 1980**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 25th day of December 2022

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 25/12/2022
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

fo7ab493-b50d-4bb4-b9e6-83e20c178275

ROYAL SOLOMON ISLANDS POLICE FORCE

Fingerprint Bureau
Police Headquarters
PO Box G3
Honiara, Solomon Islands
Fax: +677 20616, Tel: +677 21686 or +677 23800

Our Reference: 45924

POLICE FINGERPRINT CLEARANCE CERTIFICATE



SURNAME:	GIVEN NAMES:
IDUFANOA	**Eddie**
GENDER:	**DATE OF BIRTH:**
Male	**Oct 02, 1977**

TO WHOM IT MAY CONCERN

This letter is to certify that following a request made to the Police Criminal Records Office for the issue of a Police Fingerprint Clearance Certificate, a search has been conducted of the currently catalogued fingerprint collection held by our office. These collections of fingerprints are gathered from convicted persons previously charged with offences by the Royal Solomon Islands Police Force. Our enquiry has failed to locate this person's fingerprints previously recorded within our collection.

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Dated at Honiara this 25th day of December 2022

Signed:

ROYAL SOLOMON ISLANDS POLICE FORCE
Date: 25/12/2022
FORENSIC SERVICES
HONIARA

S/ MATOU, Edwin (396000)
For: Commissioner Of Police

441b43b4-cc8a-4ed1-83a2-93cd8217573b

NHA-DFAT PAYMENT VOUCHER

Cheque No: 000261 **Voucher No:** PMU-1128/23

Payment to: TL BUILDERS & CONTRACTORS **Date:** 22-Nov-23

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Approval by: _____
Executive Director **Date:**

Approval by: _____
Financial Controller **Date:**

Account Codes		FULL DETAILS OF CLAIM			Amount (SBD)
Code	Name				
	LABOUR WORK	Payment for Retention 10% Claim Labour based Contracts Game Village invoice#20235			33,455.02
6-2100-7	TENARU SCHOOL	Carpentry Work			
			Total:-		33,455.02

Amount in Word: Thirty Three Thousand, four hundred and fifty five dollars 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-1128/23

Please indicate the type of payment:

CONSULTANCY FEE	
PAYMENT IN ARREARS	
RENTAL	
PERDIEM	
CONTRACT INSTALLMENT	
UTILITIES	
MISC/OTHER	

Received By
Name & Signature

Prepared By
Finance Officer - Name & Signature