

1st payment



Australian and New Zealand Banking Group Limited (ANZ)

STAMP
DUTY
PAID

HONIARA, SOLOMON ISLANDS

DATE

2 2 1 2 2 2
D D M M Y Y

PAY WINDWARD CONSTRUCTION

OR BEARER

THE SUM OF ONE HUNDRED THREE THOUSAND

FIVE HUNDRED THIRTY NINE DOLLARS 16/100

SBD103,539.16

NOT
NEGOTIABLE

[Signature]
PLEASE SIGN ABOVE THIS LINE

[Signature]
PLEASE SIGN ABOVE THIS LINE

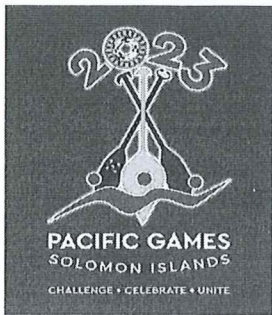
No 906481

NATIONAL HOSTING
AUTHORITY

Fernal Lasi

[Signature]

23/12/2022



NATIONAL HOSTING AUTHORITY

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

WINDWARD CONSTRUCTION
P.O Box 76
Honiara
Solomon Islands

PAYMENT VOUCHER

DATE 22/12/2022

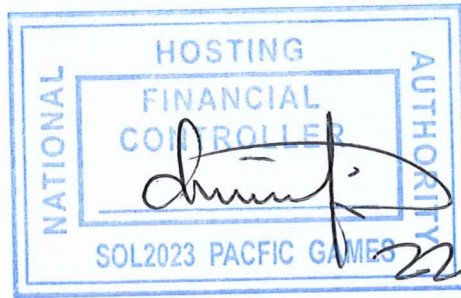
Cheque Number 906481 ~~IB TRANS~~

Total Amount Paid \$103,539.16

Payment No. 01 (20% Mobilisation) Games Village for labour base contract for schools - St Joseph Tenaru Carpentry - A5/
Lot 1

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
01	00000950	22/12/2022	\$517,695.80	\$0.00	\$103,539.16



Payment Voucher Prepared By: _____

Date: 22/12/22

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

WIND WARD CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - ST JOSEPH TENARU / CARPENTRY / A5 / LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			559,671.13				
21/12/2022	No.1	20%	111,934.23		8,395.07	103,539.16	Payment in progress
	No.2	35%	195,884.90		14,691.37	181,193.53	
	No.3	35%	195,884.90		14,691.37	181,193.53	
	No.4 - RETENTION	10%	55,967.11		4,197.53	51,769.58	
			-		-	-	
TOTAL			559,671.13	-	41,975.33	517,695.80	

OFFICIAL PURCHASE ORDER

NHA/SOL2023 Pacific Games

PO Box 2443

Honoria, Solomon Islands

Phone: (677)7308800

Email: dsifoni@sol2023.com.sb



PO # NHA 0950

DATE: 22/12/22

Supplier:	Windward Construction	Delivery to:	PMU
Address:	P.O. Box 76, Honiara, S.I.	Attention:	Peter Umone
Mobile:	7247452	Mobile:	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Payment 1 (20 % of 106) for			\$ 559,671.13
	labour-based contract for			
	upgrade of schools for			
	Ames village - CIB-CIFC 09/22			
	Lot 1 - Carpentry works			
	@ ST Joseph Tenaru			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	\$559,671.13
TAX	\$
TOTAL	\$559,671.13

NHA Account Name: Other Local Office Cost.	NHA Account Code: 6-27/7
MOFT Account Name:	MOFT Account Code:
Approved by: Signature: [Signature]	Date: [Signature] 22/10/22
[Financial Controller]	
Signature: [Signature]	Date: 22/12/22
[CEO]	

Copy 1 White

Copy 2 Pink

Copy 3 Yellow

Supplier

Ordering Department

Finance

OFFICIAL PURCHASE ORDER

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



PO # NHA 0951

DATE: 22/12/22

Phone: (677)7308800

Email: dsifoni@sol2023.com.sb

Supplier:	Windward Construction	Delivery to:	P.O. Box 2443
Address:	P.O. Box 76, Honia, ST.	Attention:	Peter Hume
Mobile:	7247453	Mobile:	
		Delivery Date:	22/12/22

Item	Description	Qty	Price (excl Tax)	Total
	Payment 1 (50% of job) for			\$559,671.13
	bi-nix-based contract for			
	upgrade of schools for			
	children village - CTR-GFC 09/22			
	LOT 2 - Carpentry works			
	@ St Joseph Tenaru.			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	\$559,671.13
TAX	\$
TOTAL	\$559,671.13

NHA Account Name: Office Local of Uke Cost	NHA Account Code: 6-2712
MOFT Account Name:	MOFT Account Code:
Approved by: Signature: [Signature]	Date: 22/12/22
[Financial Controller]	
Signature: [Signature]	Date: 22/12/22
[CEO]	

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Supplier
Ordering Department
Finance

OFFICIAL PURCHASE ORDER

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



PO # NHA 09510

DATE: 22/12/22

Phone: (677)7308800

Email: dsifoni@sol2023.com.sb

Supplier:	Windward Construction	Delivery to:	PMU
Address:	P.O. Box 76, Honiara, ST.	Attention:	Peter Hmane
Mobile:	7247452	Mobile:	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Payment 1 (20% Mob) for			\$559,671.13
	labour-based contract for			
	upgrade of schools for			
	Ames village - CIB - CFC 09/22			
	Lot 1 - Carpentry works			
	@ St Joseph Tenaru			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	\$559,671.13
TAX	\$
TOTAL	\$559,671.13

NHA Account Name: Other Local Office Cost.	NHA Account Code: 6-27/7
MOFT Account Name:	MOFT Account Code:
Approved by: Signature: [Signature]	Date: [Signature] 22/10/22
[Financial Controller]	
Signature: [Signature]	Date: 22/12/22
[CEO]	

Copy 1 White
Copy 2 Pink
Copy 3 Yellow

Supplier
Ordering Department
Finance



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 385/22DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION	PURCHASING OFFICER USE ONLY		
		(Full and clear details of payment)	SUPPLIER	ORDER NO.	COST
		Mobilisation payment (20%) for labour based contractors for upgrade of schools for GAMES VILLAGE - GTB - CFC 09/22. LOT 1 - CARPENTRY WORKS FOR BUILDING 2 Boys dormitory + classrooms @ ST. JOSEPH'S EDWARD SCHOOL	WINDWARD CONSTRUCTION	INVOICE #01	\$111,934.23 2
			TOTALS \$111,934.23		
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u> Account Name: <u>Others local other costs</u> Funds available on this account: _____		
Estimated Cost (SBD): <u>\$111,934.23</u> Requisition Officer (Name): <u>PETER HIMANE</u> Date: <u>21/12/2022</u> Sign: <u>[Signature]</u>			Supervisors Certification (Accountable Officers): Certifying Officer (Name): <u>ELIAS TEPA</u> Post: <u>EXECUTIVE DIRECTOR</u> Department: <u>CFC - PROJECT MANAGEMENT UNIT</u> Sign: <u>[Signature]</u> <u>21/12/22</u>		
Authority is granted for expenditure not exceeding: SBD\$ <u>111,934.23</u> Signed: <u>[Signature]</u> Name: <u>[Signature]</u> Note: Authority for expenditure must be given by accounting officer or his/her delegated			Compliance Check by: <u>[Signature]</u> Signature Name: <u>[Signature]</u> Date: <u>21/12/2022</u> Position: <u>PCO NHA</u>		
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 ☐					

[Signature] 111,934.23 21/12/22
111
22/12/22



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 385/22DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
		Mobilisation payment (20%) for labour based contractors for Upgrade of Schools for GAMES VILLAGE - CITB - CFC 09/22. LOT 1 - CARPENTRY WORKS FOR BUILDING 2 Boys dormitory + classrooms @ ST. JOSEPH STEPHEN SCHOOL	WINDWARD CONSTRUCTION	INVOICE #01	\$111,934.23 2
TOTALS					\$111,934.23

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$111,934.23Date: 21/12/2022Requisition Officer (Name): PETER HIMANE

Sign:

Account Code: 6-2717Account Name: Other local other costs

Funds available on this account: _____

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA

Sign:

Post: EXECUTIVE DIRECTORDepartment: CFC - PROJECT MANAGEMENT UNIT

Authority is granted for expenditure not exceeding:

SBD\$ 111,934.23

Signed:

Name: C. Niemy

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Darby V. Thang Date: 21/12/2022Position: PCE NHA

NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



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



Phone:
677 7308800

Facebook page:
[Sol2023 XVII Pacific Games](#)

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tapa, Executive Director, PMU

From: Freda Waki, PMU

NHA Ref: FW-161222

Date: ~~Friday 16th~~ ^{Wednesday 21st} December 2022

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

Dear ED,

I refer to the above subject, your approval is hereby sought to pay Windward Construction (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 2- Boys Dormitory & Classroom	20%	\$111,934.23

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

Signature: _____ Date: _____

Mr Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

Approved	Not Approved
☒	☐



Lower Lengakiki
P.O. Box 76
Honiara, Solomon Islands
Ph: (677) 7247452

INVOICE

Bill to:
National Hosting Authority
Project Management Unit

Invoice #: 01

Solomon Islands Government
PO Box 2443, Honiara

Invoice Date: 16th December 2022
Due Date: 20th December 2022

Item		Unit price	Quantity	Amount (\$)
1	Mobilization (20%) in lieu of contract GTB- GFC09/22 valued at \$559,967.11		1	111,934.23
Sub-Total				111.934.23
Total Due				111,934.23

Payment Instructions:

Make all cheques payable to Windward Construction
BRED Bank Account#: **20078411123011**



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

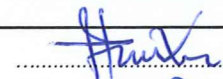
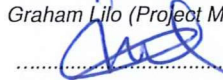
PROGRESS PAYMENT CERTIFICATE NO: 01

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 2 - Carpentry Works		
Contractor:	Windward Construction		
Project Manager	Graham Lilo	Certificate:	PC - 01
Contract Administrator:	Soleana Gagahe	Date Invoice Received:	16-Sep-22
		Date Issued for payment:	21-Sep-22
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 559,671.13		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	\$ 111,934.23	\$ 111,934.23	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	Progress Claim to date	\$ 111,934.23		
9	Original Contract Value	\$ 559,671.13		
10	Total Adjusted Contract Value	\$ 559,671.13		
11	Balance of Contract Payment	\$ 447,736.90		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 111,934.23	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 111,934.23	

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:		21/12/22
	Graham Lilo (Project Manager)	Date
Complianced and approved by:		21/12/22
	Peter Himane (Contract Manager)	Date
Claim is hereby approved for payment by:		21/12/22
	Eldon Tapa (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.



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 2- BOYS DORMITORY AND
CLASSROOM**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

Windward Construction

(GTB-GFC09/22)

December 2022

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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

Windward Construction (hereinafter “the Contractor”), of Honiara, Solomon Islands, of the other part represented by **Ferol Lasi**, herein the Managing Director of **Windward Construction**,

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) within 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\$ 559,671.13**. 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 2- BOYS DORMITORY AND CLASSROOM

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*

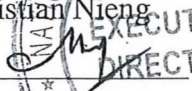
d. Other documents attached as additional Annexes to the Contract

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:	Ferol Lasi
Signature:		Signature:	
Designation:	Executive Director National Hosting Authority	Designation:	Managing Director Windward Construction
Date:	19/12/2022	Date:	16/12/2022

Witness signing by Project Management Unit/NHA

Signature

Name:

Eldon Tepa

Title:

Executive Director

Date:

16/12/22



SECTION II: GENERAL CONDITIONS OF CONTRACT

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

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

Article 2 Application

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

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

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.
- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or accidentally involved 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: Windward Construction P.O. Box 76 Honiara Solomon Islands Email: WD_Enterprise@outlook.com Mob: 7247452 c. THE LOCATION SITE IS: LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 2- BOYS DORMITORY AND CLASSROOM
	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: <i>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.</i>
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 3 rd 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 Tapa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:

		Ferol Lasi Windward Construction P.O. Box 76 Honiara Solomon Islands Email: WD_Enterprise@outlook.com Mob: 7247452
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.
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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.

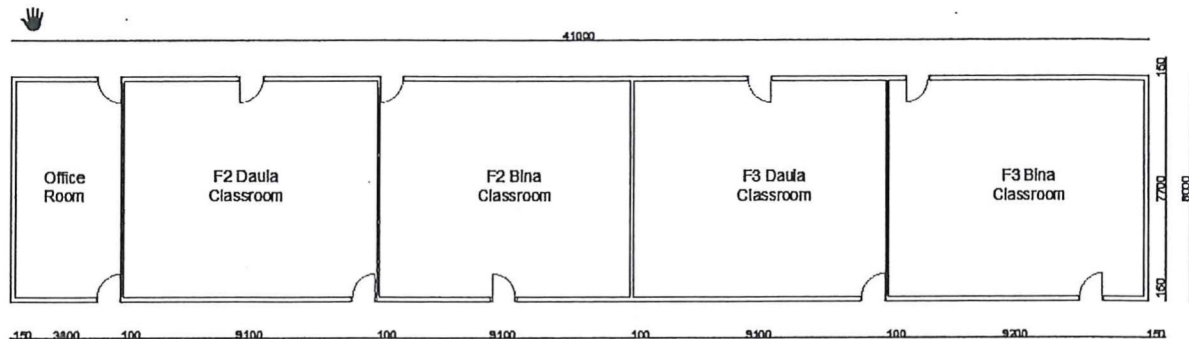
CONTRACT VALUE			SBD\$ 559,671.13
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	\$ 111,934.23	\$ 111,934.23
Payment No.2	35% payment shall be paid upon completion of carpentry works for BUILDING 2– Ground Floor	\$ 195,884.90	\$ 195,884.90
Payment No.3	35% payment shall be paid upon completion of carpentry works for BUILDING 2– Top Floor	\$ 195,884.90	\$ 195,884.90
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	\$55,967.11	\$55,967.11
TOTAL			\$ 559,671.13

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 2: SCOPE OF WORKS

Building 2 is a double story building consisting of classrooms on the ground floor and boys' dormitories on the top floor.

Ground Floor (Classrooms)



BUILDING 2 GROUND FLOOR PLAN

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 2.

The following are the scope of works for **building 2 ground floor** (classrooms).

1. Carpentry Works

i. Windows

- Remove all existing window battens.
- Remove all existing window mesh.
- Remove all existing nylon nets/screen.
- Remove all existing louvre frames and louvre glasses.
- Remove all existing window frames and reconstruct them according to the number of window bays specified in the attached drawing; where each bay will be constructed to fit louvres of the size 915mm x 152mm x 5mm.
- Install new louvre frames and louvre glasses to all classroom windows.
- Install new window battens to all classroom windows.

ii. Walls

- Remove existing internal walls that are damaged and replace with the specified materials.
- Remove any damaged existing external wall sheet and replace with new ones of the same specs.
- Remove all existing internal partition walls and reconstruct new timber partition frames.

iii. Doors

- Remove all existing door frames and door leafs to all classrooms and install new ones.
- Install new locks and dead-bolts to all newly installed doors to classrooms.

- iv. Ceiling
 - Remove all existing ceiling sheets to all classrooms and replace with the specified material.
 - Reconstruct any damaged ceiling frames before installing new ceiling sheets.

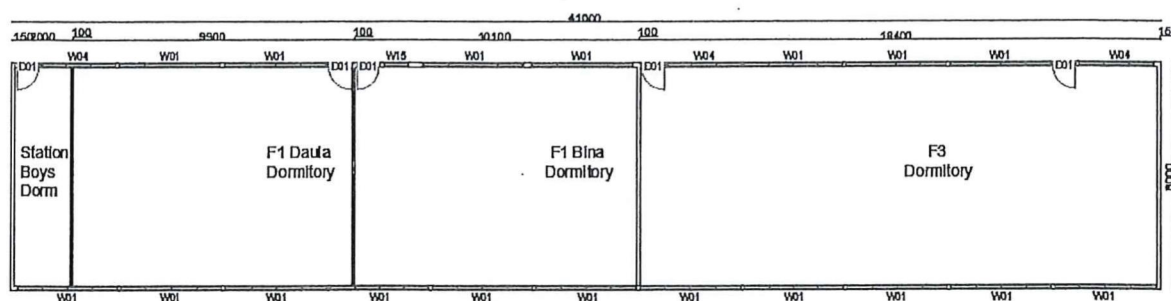
2. Painting Works

- 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 to classrooms and all window battens with the specified paint colour (1 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 classroom door frames and door leafs with the specified paint colour (1 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 classrooms 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).
- v. Blackboards
 - Prepare all existing blackboard surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
 - Paint all existing blackboard surfaces for all classrooms with the specified paint colour (1 coat).

3. Cleaning Works

- i. Floor
 - Wash, scrub & clean all classroom floors with water and specified cleaning detergents.
- ii. General Clean up
 - Keep working stations clean at all times and do a thorough general clean-up in and along walk-way of all dormitory rooms before handing over to NHA.

Top Floor (Boys' Dormitories)



BUILDING 2 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 2.

The following are the scope of works for **building 2 top floor** (Boys' Dormitories).

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.
- Install new window battens to all classroom windows.

ii. Walls

- Remove all existing internal walls that are damaged and replace with the specified materials.
- Remove any existing external wall sheets that are damaged and replace with new ones of the same specs.
- Remove all internal partition walls and reconstruct new timber partition frames.

iii. Doors

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

iv. Ceiling

- Remove all existing ceiling sheets to all dormitory rooms and replace with the specified material.
- Remove all existing damaged ceiling sheets to walk-way canopy along all dormitory rooms and replace with the specified material.
- Reconstruct any ceiling frame that is damaged before installation of new ceiling sheets.

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 to dormitory rooms and all window battens 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 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 dormitory rooms with the specified paint colour (2 coats).

v. Exposed Steel Roof Truss

- Prepare all existing steel roof truss surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all existing exposed roof truss surfaces for all dormitory rooms with the anti-rust paint (1 coat).

vi. Staircase Railing

- Prepare all staircase surfaces and railing surfaces for painting by cleaning and smoothing them out and making sure surfaces are not uneven or rough prior to painting.
- Paint all staircase surfaces and railing surfaces for with the specified paint colour & anti-rust.

3. Steel/Fabrication Works

i. Scaffolds/Props

- Prepare scaffolds/timber props to support top floor walkway/decking before all damaged posts are removed.

ii. Staircase

- Remove existing steel staircases and construct new ones according to the specifications and drawing.

iii. Decking Posts

- Remove all damaged decking posts and replace with 100mm diameter x 3.6mm thickness circular hollow sections at 3m lengths where both ends are welded onto 100mm x 100mm x6mm caps.

4. Cleaning Works

i. Floor

- Wash, scrub & clean all classroom floors with water and specified cleaning detergents.

ii. General Clean up

- Keep working stations clean at all times and do a thorough general clean-up in and along walk-way of all dormitory rooms before handing over to NHA.

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.



WINDWARD CONSTRUCTION

NO.	NAME	GENDER
1	Edrick Konate'e Maeniuta	M
2	Lawson Lukisi	M
3	Helen Nagu Waki	M
4	Jerry Mark Sese	M
5	Lency Lysias	M
6	Micly Seko Young	M
7	Derol Lasi	M
8	Errol Pelu	M
9	Jarred Pelu	M
10	Fredrick Gavira	M
11	Eton Enriko	M
12	Lasi Watts	M
13	Darren Asha	M
14	Elrick James Angisia	M
15	Haward Neri	M
16	Mecreed Ghala	M
17	John Jack	M
18	Neyson Suha Sale	M
19	Calzon Kekerao Hurua	M
20	Junior Oli	M
21	Samson Avenea Absolom	M
22	Derrick Mudu Kalea	M
23	Joel Patrick	M
24	Charles Masi	M
25	Cain Livu	M

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: Ferol Lasi
Managing Director
WINDWARD Construction
P.O.BOX 76
Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – ST JOSEPH TENARU / CARPENTRY / A5 / 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.

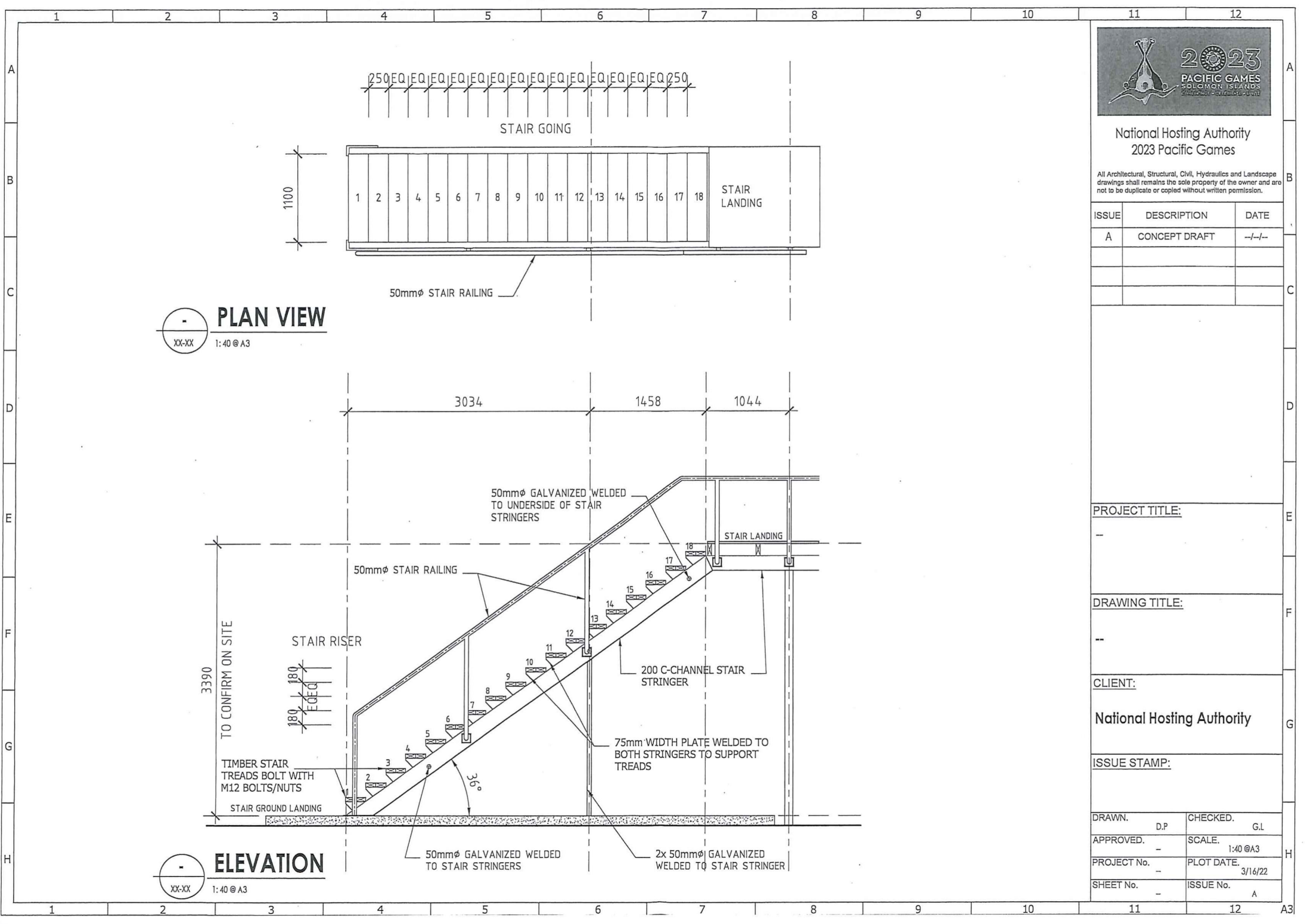


.....
Mr. Leeroy Bird
GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

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
2023 Pacific Games

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

ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	--/--

PROJECT TITLE:

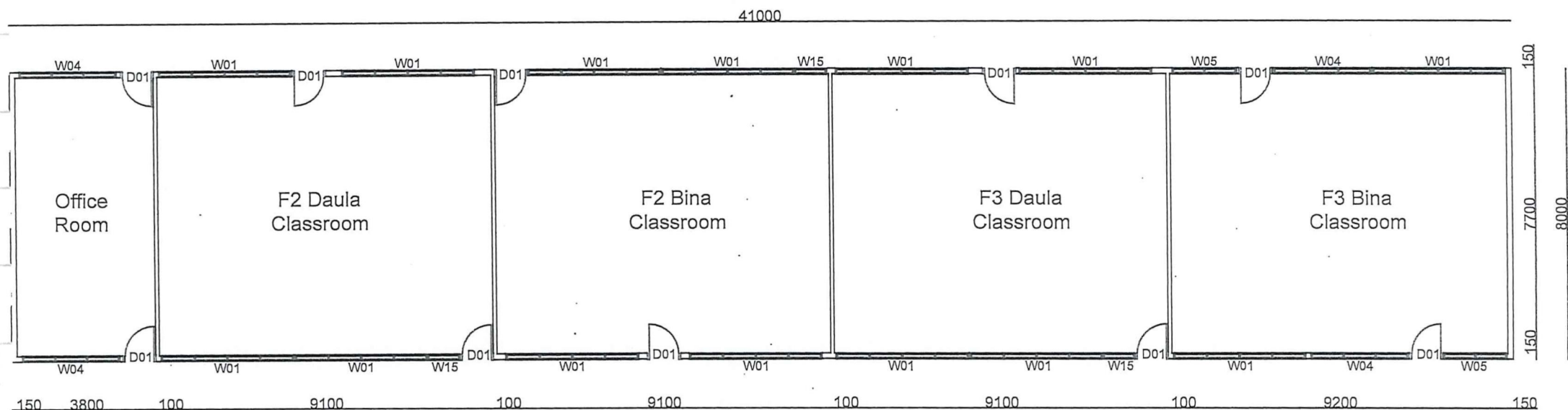
DRAWING TITLE:

CLIENT:

National Hosting Authority

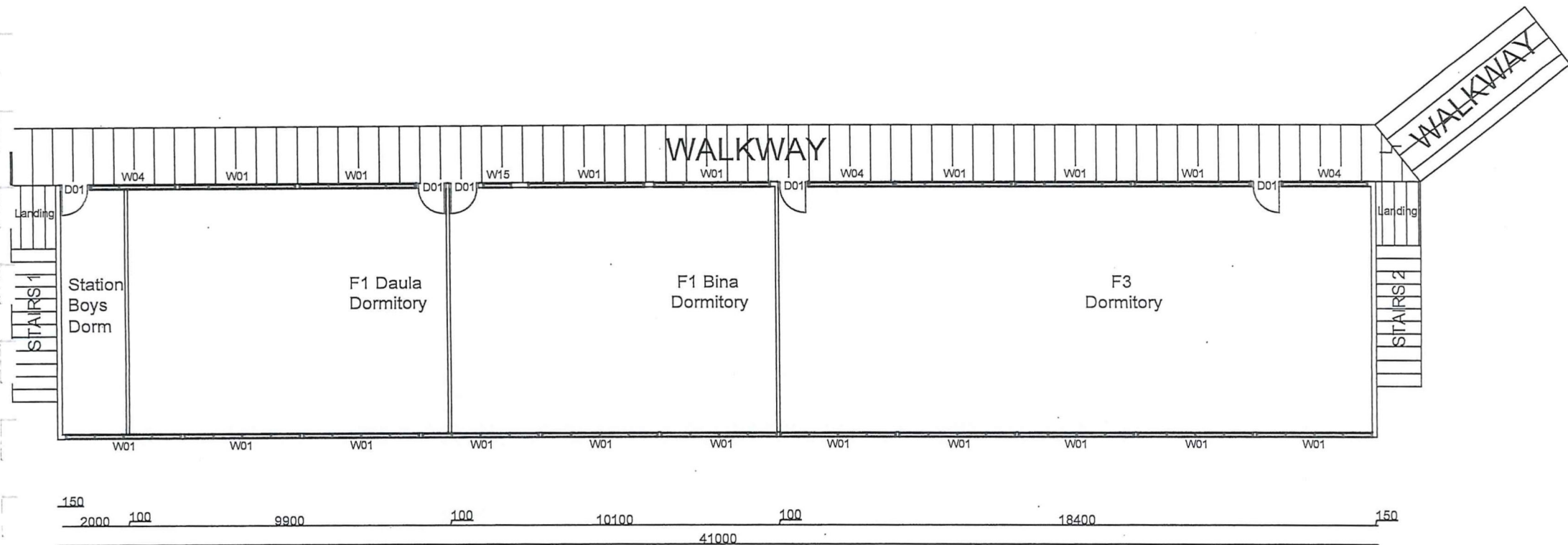
ISSUE STAMP:

DRAWN.	D.P	CHECKED.	G.I
APPROVED.	-	SCALE.	1:40 @A3
PROJECT No.	-	PLOT DATE.	3/16/22
SHEET No.	-	ISSUE No.	A



BUILDING 2 GROUND FLOOR PLAN
@ 1:150

NORTH 	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:150	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. LILO	1



BUILDING 2 TOP FLOOR PLAN
@ SCALE 1:170

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:170	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	



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)		N/A		
Progress Report of works/Photos etc	N/A	Mobilization Payment prior to Works N/A		
Completion report if goods/services and works have been completed	N/A			
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				✓

copy of signed

PMU

attached in 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: Grady

Name and Position: Celina H - CA PMU

Date: 21/12/22

Procurement section Compliance performed by:

Signed: Leery B

Name and Position: Leery B, PCM

Date: 21/02/22

Finance Department Compliance performed by:

Signed: N. Vular

Name and Position: N. Vular - F10

Date: 22/12/22