NHA-DFAT FUND

PN General Construction
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 22/12/2022

Payment Number: 906490

Payment Amount: $46,594.62

Mobilization - 20% Labor base contract for Schools

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	0943	22/12/2022	$232,973.12	$0.00	$186,378.50	$46,594.62

ANZ Australian and New Zealand Banking Group Limted (ANZ)

STAMP DUTY PAID

HONIARA, SOLOMON ISLANDS

DATE 22 12 22 (D D M M Y Y)

PAY PN GENERAL CONSTRUCTION OR BEARER

THE SUM OF FORTY SIX THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS 62/100.

SBD46,594.62

NOT NEGOTIABLE

PLEASE SIGN ABOVE THIS LINE

PLEASE SIGN ABOVE THIS LINE

№ 906490

NATIONAL HOSTING AUTHORITY

Peter Aho

28/12/22

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

PAYMENT VOUCHER

DATE 22/12/2022

PN GENERAL CONSTRUCTION
Honiara

Cheque Number ~~IB TRANS~~ 906990

Total Amount Paid $46,594.62

Payment No. 01 (20% Mobilisation) Games Village for labour base contract for schools - KGVI Plumbing - A25/ Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000943	22/12/2022	$232,973.12	$0.00	$46,594.62

SOL2023 PACIFIC GAMES * NATIONAL HOSTING AUTHORITY * EXECUTIVE DIRECTOR

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

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

Signature of Claimant: _____

PRINT NAME: PETER AHO

PAYMENT SCHEDULE

PN GENERAL CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - KGVI / PLUMBING / A25 / LOT 2

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			251,862.83				
21/12/2022	No.1	20%	50,372.57		3,777.94	46,594.62	Payment in progress
	No.2	35%	88,151.99		6,611.40	81,540.59	
	No.3	35%	88,151.99		6,611.40	81,540.59	
	No.4 - RETENTION	10%	25,186.28		1,888.97	23,297.31	
			-		-	-	
TOTAL			***251,862.83***	-	***18,889.71***	***232,973.12***	

OFFICIAL PURCHASE ORDER

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

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

PACIFIC GAMES SOLOMON ISLANDS

PO # NHA 0943

DATE: 22/12/22

Supplier:	RL General contractor	**Delivery to:**	Paul
Address:	Honiara, solomon Islands	**Attention:**	Peter Ithmane
Mobile:	7502909	**Mobile:**	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Payment 1 (20% 1466) for labour based Contract for upgrade of schools - Lot 2' Kcvic - Plumbing works			$ 251,862.83

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	$ 251,862.83
TAX	
TOTAL	$ 251,862.83.

NHA Account Name: Other Local Infrastructure costs

NHA Account Code: 6-2717

MOFT Account Name:

MOFT Account Code:

Approved by: ***Signature:*** ***Date:*** 22/12/22

[Financial Controller]

Signature: ***Date:*** 22/12/22

[CEO]

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-382/22

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment 1 (20% Mobilisation) for Labour-based Contract for Upgrade of Schools – Lot 2 KGVI – Plumbing Works for Waniorii & Giraeiosa Dormitories	PNG Construction General	—	$ 50,372.57
				TOTALS	$ 50,372.57

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 50,372.57 Date: 21/12/22

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-2717

Account Name: Other Local Other Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: for Sadhe - 21/12/22

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 50,372.57

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: Darcy V. Tho Date: 21/12/2022

Position: PCE N HA

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-382/22

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	L.S	Payment 1 (20% Mobilisation) for Labour-based Contract for Upgrade of Schools – Lot 2 KGVI – Plumbing Works for Wairiori & Graciosa Dormitories	PN Construction General	—	$ 50,372.57
				TOTALS	$ 50,372.57

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $ 50,372.57 Date: 21/12/22

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-2717

Account Name: Other Local Other Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): ELDON TEPA Sign: 21/12/22

Post: EXECUTIVE DIRECTOR, PNN

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD$ 50,372.57

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: Darcy Thi Date: 21/12/2022

Position: PEC V HA

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

22/12/22

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

MEMORANDUM

To: Executive Director, NHA 22/12/22

Thru: Eldon Tepa, Executive Director, PMU for 22/12/22

From: Ronny Saomatangi, PMU

NHA Ref: **RS-201222**

Date: Tuesday 20th December 2022

SUBJECT: **Request Mobilization Payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for PN General– Lot 2**

Dear ED,

I refer to the above subject, your approval is hereby sought to PN general construction 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 PN	20%	$50,372.57

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

Kind regards,

Ronny Saomatangi
Project engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

22/12/22

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

PN General Construction
Email: petaho107@gmail.com
M/phone: 7502909

INVOICE: **Date: 20/12/2022**

Billing Address:

National Hosting Authority

Solomon Islands Government

PO Box 2443

Honiara

Attention: *Graham Lilo, Project Management Unit*

Being for 20% on Labour contractor for upgrade of Games Village for Pacific Games 2023 – Lot 2

- *King George Sixth National Secondary School – Plumbing works for*
- *Wainoni & Graciosa Girls Dormitories*

Item	Description	QTY	Units	Unit Price	Total
1	***Lot 2 – King George Sixth National Secondary School. Plumbing works for Wainini & Graciosa Girls Dormitory.*** ***Total Contract Price of SBD 251,862.28*** *Please raise 20% of SBD 50,372.57* ***Ref: Refer to our contract agreement***			**$50,372.57**	
	Total Net Amount 20% Claim				**$50,372.57**

Make all cheques Payable to PN GENERAL CONSTRUCTION

Any queries, please do contact PETER AHO.

Note: ***Bank Details:***

1. *BSP Account Name:* ***PN General Construction***
2. *BSP Bank Account Number:* ***2001563473***
3. *Company haus number:* ***BN20220385***
4. *TIN number:* ***1276400***
5. *HCC number:* ***00051318***

Signed. _____.

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:	Lot 2 KGVI School - Plumbing Works for Wainoni and Graciosa Dormitories		
Contractor:	PN Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 01
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	20-Dec-22
		Date Issued for payment:	20-Dec-22
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 251,862.83		
1	Payment 1 (20%) - MOBILISATION	$ 50,372.57	$ 50,372.57	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	$ 50,372.57		
9	**Original Contract Value**	$ 251,862.83		
10	**Total Adjusted Contract Value**	$ 251,862.83		
11	**Balance of Contract Payment**	$ 201,490.26		

B PAYMENT DETAILS

	Progress payment for this claim	$ 50,372.57	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 50,372.57	

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*

Compliianced and approved by: 21/12/22
Peter Himane (Contract Manager) *Date*

Claim is hereby approved for payment by: for 21/12/22
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.

PACIFIC GAMES
SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

To: Peter Aho
Managing Director
PN Construction
Henderson
East Honiara
Solomon Islands

Dear Sir/Madam,

AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES VILLAGE – KGVI / PLUMBING / A25 / Lot 2

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)

CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR WAINONI AND GRACIOSA DORMITORIES

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

PN CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this **20th December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

PN CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Peter Aho,** herein the Managing Director of **PN CONSTRUCTION**,

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

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

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

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

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

4. The total Price shall be **SBD$ 251,862.83.** 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: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

    Name of Building: WAINONI AND GRACIOSA DORMITORIES

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:**	Peter Aho
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director PN CONSTRUCTION
Date:	20/12/2022	**Date:**	20/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/22

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR PMU
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:** PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909 **c. THE LOCATION SITE IS:** LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: CARTERET, MENDANA, SHORTLAND BOYS' DORMITORIES
	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:** Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@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: Peter Aho PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909
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$ 251,862.83**
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	**$ 50,372.57**	**$ 50,372.57**
Payment No.2	35% payment shall be paid upon completion of plumbing works for Sigston East 1 & 2 Dormitory	**$88,151.99**	**$88,151.99**
Payment No.3	35% payment shall be paid upon completion of plumbing works for Sigston West Dormitory and issuance of Certificate of Practical Completion	**$88,151.99**	**$88,151.99**
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	**$25,186.28**	**$25,186.28**
TOTAL			**$ 251,862.83**

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: Christina-L, Cadet Contract Administrator.

Date: 21/12/2022.

Procurement section Compliance performed by:

Signed: _____

Name and Position: J.W (CPM)

Date: 21/12/22

Finance Department Compliance performed by:

Signed: _____

Name and Position: L. Hafidh

Date: 21/12/2022

NHA-DFAT FUND

PN General Construction
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 9/02/2023

Payment Number: AFY18318

Payment Amount: $81,540.59

Claim 2 - 35% Progress Payment

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000972	22/12/2022	$232,973.12	$0.00	$46,594.62	$81,540.59

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	09/02/2023 10:50
Transaction Number:	AFY18318

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 81,540.59
Transfer From Amount: SBD 81,540.59
Indicative :
My Reference: Plumbing-KGVI

Payment Details

Account Name: PN General Construction
Account Number: 2001563473
Bank Name: Bank of South Pacific
Reference To Payee : Pay2-INV#22123

Pay Date : 09/02/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
09/02/2023 10:50 Pauline Tovua
Authorisation Required for : ANZ to Other Bank Transfer (2A)
09/02/2023 14:50 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
10/02/2023 15:08 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
10/02/2023 15:08 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 AFY18318

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 81,540.59
Transfer From Amount: SBD 81,540.59
Indicative :
My Reference: Plumbing-KGVI

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
2023 PACIFIC GAMES

9/2/23

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

PAYMENT VOUCHER

DATE 7/02/2023

PN GENERAL CONSTRUCTION
Honiara

Cheque Number IB TRANS

Total Amount Paid $81,540.59

Payment No. 02 (35%) Games Village for labour base contract for schools - KGVI Plumbing - A25/ Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000943	22/12/2022	$232,973.12	$46,594.62	$81,540.59

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES

8/2/23

8/2/23

Payment Voucher Prepared By: _____ Date: 7/02/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

PN GENERAL CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - KGVI / PLUMBING / A25 / LOT 2

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			251,862.83				
21/12/2022	No.1	20%	50,372.57		3,777.94	46,594.62	PAID
	No.2	35%	88,151.99		6,611.40	81,540.59	Payment in Progress
	No.3	35%	88,151.99		6,611.40	81,540.59	
	No.4 - RETENTION	10%	25,186.28		1,888.97	23,297.31	
			-		-	-	
TOTAL			***251,862.83***	-	***18,889.71***	***232,973.12***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-492/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	LS	Progress payment 2 of 35% for Labour-based Contractors for the Upgrade of Schools for Gumes Village - Lot 2 - Plumbing Works for KGVI School - WANDONI & GRACIOSA DORMITORIES (CONTRACT NO: LBB-LFC 04/22)	PN CONSTRUCTION	INVOICE NO: 22123	$88,151-99
				TOTALS	$88,151-99

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $88,151-99 Date: 06/02/2023

Requisition Officer (Name): PETER HAMANE 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: 6/6/23

Post: ED

Department: LFC - PROJECT MANAGEMENT UNIT

Authority is granted for expenditure not exceeding:

SBD$ 88,151-99

Signed:

Name:

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

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR

Threshold Checklist

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

Compliance Check by: Signature

Name: Leeroy. B Date: 7/02/23

Position: PCM

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PHO-492/23

DEPARTMENT: PHO

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY — SUPPLIER	ORDER NO.	COST
1	LS	Progress payment 2 of 35% for Labour-based Contractors for the Upgrade of Schools for Games Village - LOT 2 - Plumbing Works for KGVI School - WAINONI & GRACIOSA DORMITORIES (CONTRACT NO: GTB-GFC 04/22)	PN CONSTRUCTION	INVOICE NO: 22123	$88,151-99
				TOTALS	$88,151-99

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $88,151-99 Date: 06/02/2023

Requisition Officer (Name): PETER HINAKE 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: 6/6/23

Post: ED

Department: GFC - PROJECT MANAGEMENT UNIT

Authority is granted for expenditure not exceeding:

SBD$ 88,151-99

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Leeroy. B Date: 7/02/23

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

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: Graham Lilo, PMU

NHA Ref: **GL-060223**

Date: Monday 6th February 2023

SUBJECT: Request for Progress Payment 2 (35%) for Labour-based Contract for the Upgrade of Schools for the Games Village to PN Construction Lot 2, Plumbing works for KGVI School – Wainoni & Graciosa Dormitories

Dear ED,

I refer to the above subject, your approval is hereby sought to PN 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 Progress 2 for PN Construction	35%	$ 88,151.99

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 K Lilo
Project Manager, 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

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

PROGRESS PAYMENT CERTIFICATE NO: 02

Payment Schedule Name:	Payment No. 2		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 2 KGVI School - Plumbing Works for Wainoni and Graciosa Dormitories		
Contractor:	PN Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 02
Contract Administrator:	Gloria Hopkins	**Date Invoice Received:**	22-Jan-23
		Date Issued for payment:	06-Feb-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 251,862.83		
1	Payment 1 (20%) - MOBILISATION	$ 50,372.57	$ 50,372.57	Paid
2	Payment 2 - 35%	$ 88,151.99	$ 88,151.99	This Claim
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$ 138,524.56**		
9	**Original Contract Value**	**$ 251,862.83**		
10	**Total Adjusted Contract Value**	**$ 251,862.83**		
11	**Balance of Contract Payment**	**$ 113,338.27**		

B PAYMENT DETAILS

Progress payment for this claim	$ 88,151.99	
Retention-Purchaser retains % of this payment pursuant to clause	$ -	
Amount payable for this claim after Retention	$ 88,151.99	

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: 6/2/23
Graham Lilo (Project Manager) *Date*

Complianced and approved by: 6/2/23
Peter Himane (Contract Manager) *Date*

Claim is hereby approved for payment by: 6/2/23
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.

PN General Construction
Email: petaho107@gmail.com
M/phone: 7502909

INVOICE: 22123 **Date: 22/01/2023**

Billing Address:

National Hosting Authority

Solomon Islands Government

PO Box 2443

Honiara

Attention: *Graham Lilo, Project Management Unit*

Being for 35% on Labour contractor for upgrade of Games Village for Pacific Games 2023 – Lot 2

- *King George Sixth National Secondary School – Plumbing works for*
- *Wainoni & Graciosa Girls Dormitories*

Item	Description	QTY	Units	Unit Price	Total
1	***Lot 2 – King George Sixth National Secondary School. Plumbing works for Wainini & Graciosa Girls Dormitory.*** ***Total Contract Price of SBD 251,862.28*** *Please raise 35% of SBD 88,151.99* ***Ref: Refer to our contract agreement***			**$88,151.99**	
	Total Net Amount 35% Claim				**$88,151.99**

Make all cheques Payable to PN GENERAL CONSTRUCTION

Any queries, please do contact PETER AHO.

Note: ***Bank Details:***

1. *BSP Account Name:* ***PN General Construction***
2. *BSP Bank Account Number:* ***2001563473***
3. *Company haus number:* ***BN20220385***
4. *TIN number:* ***1276400***
5. *HCC number:* ***00051318***

Signed. _____

PN GENERAL CONSTRUCTION
Date: 23/01/23
Sign:
SOLOMON ISLANDS

Sea King Building
P.O. Box 2243
Honiara, Solomon Islands

PROJECT MANAGEMENT UNIT
COMPLETION REPORT

PROJECT DETAILS:	
DOCUMENT NAME	KGVI – LOT 2 – B11- WAINONI & B12 - GRASIOSA
CONTRACT #	GTB 05/21
CONTRACTOR	PN GENERAL CONSTRUCTION
CONTRACT START DATE	22nd December 2022
REPORTING PERIOD	31th January 2022
REPORT PREPARED BY	Ronny Saomatangi

Inspection Summary

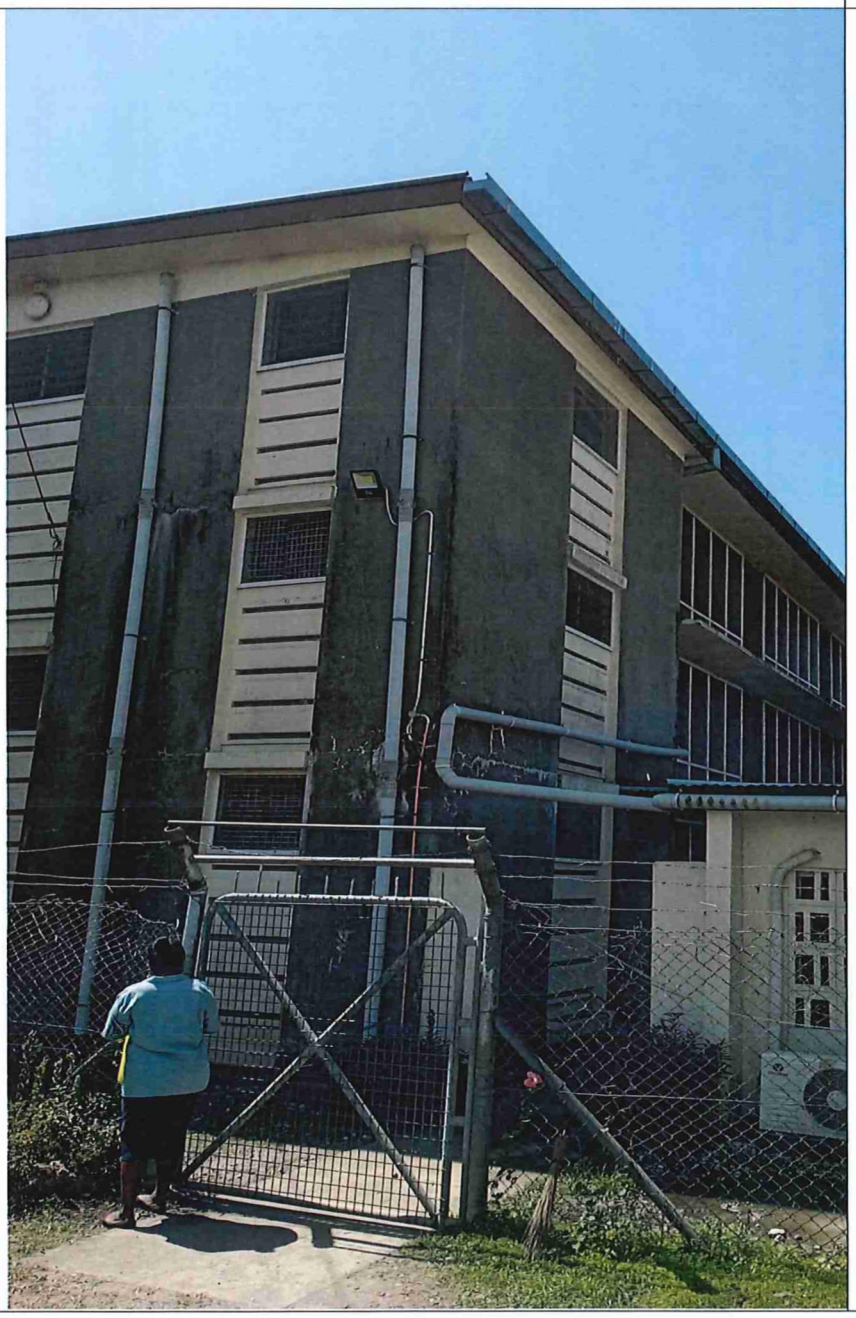
PN GENERAL CONSTRUCTION have notified the Project Management Unit of the completion of more than 50% of plumbing works for B11- WAINONI & B12 – GRASIOSA on the 30th January 2023 which qualifies the contractor to claim for payment # 2 as per the contract.

After a site visit on 31th January 2023 to inspect the completed works. As per contract, contractor will be eligible to claim payment #2 (35%) after completion of 50% work.

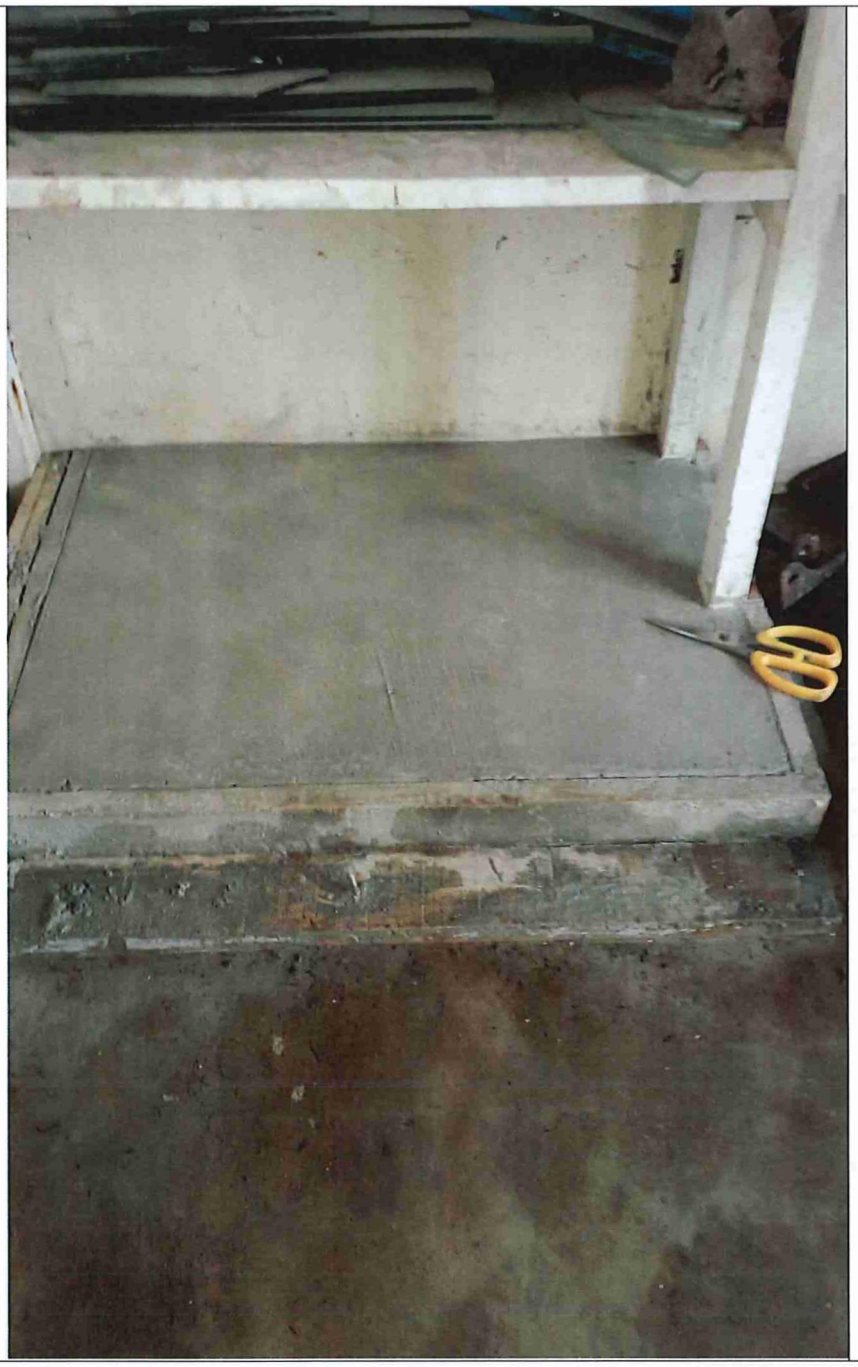
WBS	TASK NAME
1	Remove all damage toilet pan and cistern
2	Remove all copper pipe in all shower and replace with PEX and fittings
3	Replace waste pipe for toilets
4	Construct tank base and base for water pump
5	Replace old toilet pan and cistern with new ones

After inspection, The Project engineer has verified that the contractor has complied and completed all works that qualifies them to claim for payment #2 (35%). Refer summary below for work details.

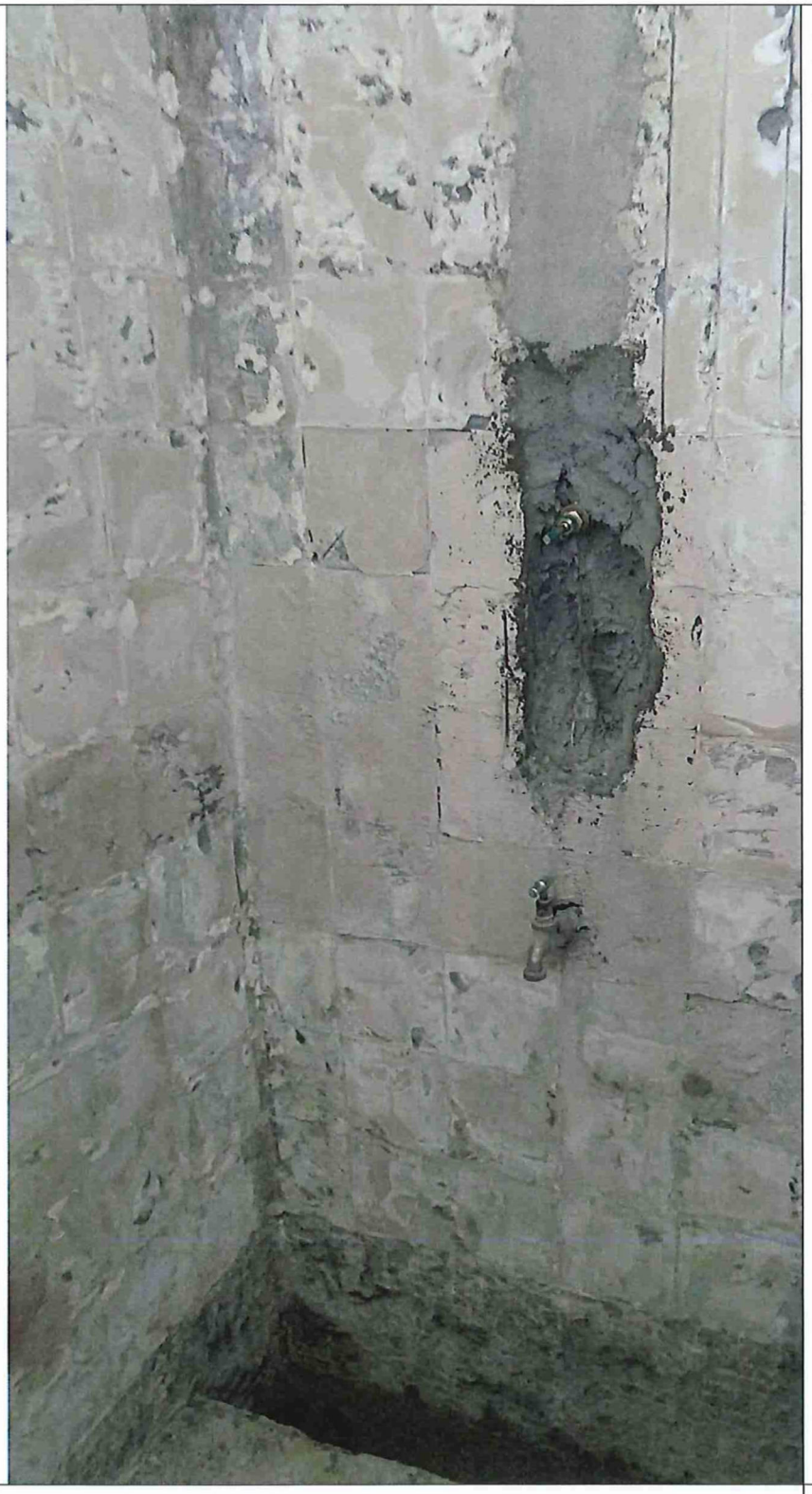
Summary of progress: Refer photos below showing 50% work done to B11 & B12-

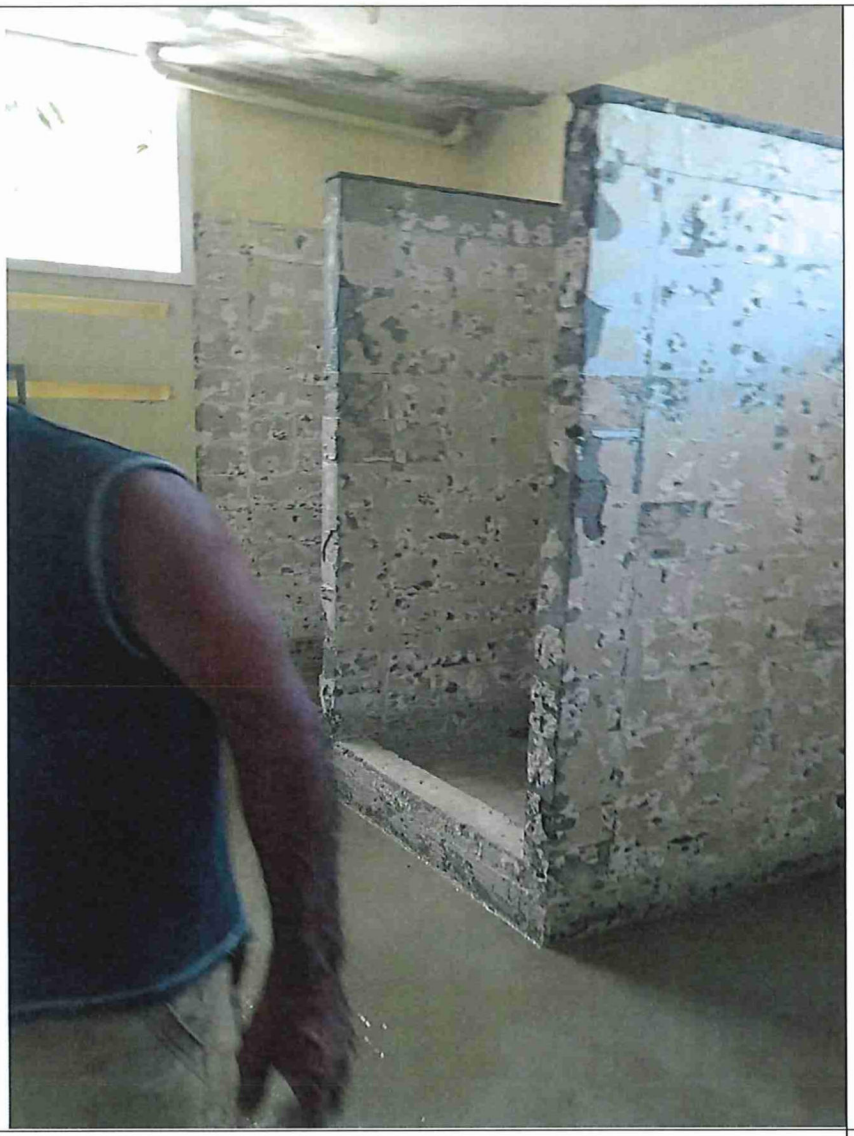
Activity	Photos	Status
Wainoni & Grasiosa		

Two Tank base for 10,000 L		COMPLETED, AWAITS TANK SUPPLIER

Base for water pump		80% completed

New toilet pan and cistern installed		70% completed

Old copper pipe remive and replace with new shower assem bly		Awaits tiling and fittings

Shower blocks ready for tiling		**Awaits tiler**
Site engineer comments	50% of works completed and have complied with contract terms.	
Site engineer sign off.		Ronny Saomatangi Site engineer.

PN GENERAL CONSTRUCTION
EMAIL: petaho107@gmail.com
M/Phone: 7502909

WORK PROGRESS REPORT

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR GRACIOSA AND WAINONI DORMITORIES.



- 2.2m x 2.2m Tank base for Graciosa dormitory was done. 10,000 litre tank to be delivered and installed with water pump.
- All shower taps for Graciosa needs replace. Concrete chipped, Taps removed and replaced with new ones.
- All new shower taps fitted and sealed with concrete mortar. Awaits tile covering before fitting shower rose and handles.
- Old toilet pans for Graciosa are removed and replaced with new toilet pans and cisterns. Done.

Final fittings for Graciosa awaits total completion of carpentry works before installation.

PN GENERAL CONSTRUCTION
EMAIL: petaho107@gmail.com
M/Phone: 7502909

WORK PROGRESS REPORT



- 2.2m x 2.2m Tank base for **Wainoni** dormitory was done. 10,000 litre tank to be delivered and installed with water pump.
- All shower taps for **Wainoni** needs replace. Concrete chipped, Taps removed and replaced with new ones.
- All new shower taps fitted and sealed with concrete mortar. Awaits tile covering before fitting shower rose and handles.
- Old toilet pans for **Wainoni** are removed and replaced with new toilet pans and cisterns.

Final fittings for Wainoni awaits total completion of carpentry works before installation.

ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR WAINONI AND GRACIOSA DORMITORIES

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

PN CONSTRUCTION

GTB-GFC09/22 (LOT 2)

Issued February 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 **PN CONSTRUCTION ("the Contractor").**

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI School Plumbing Works for Wainoni and Graciosa Dormitories,** had on this date agreed to changes and amendments of the contract terms and conditions. The clauses referred to 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 UPON 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: SECTION IV: PAYMENT SCHEDULE** - The Payment Schedule has been amended as follows:

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 251,862.83
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	**$ 50,372.57**	**$ 50,372.57**
Payment No.2	35% payment shall be paid upon completion of 50% of the Plumbing Works for Wainoni and Graciosa Dormitory and upon verification by the Site Engineer	**$ 88,151.99**	**$ 88,151.99**
Payment No.3	35% payment shall be paid upon completion of the final 50% of Plumbing Works for Wainoni and Graciosa – upon verification by the Site Engineer and issuance of a Certificate of Completion Certificate	**$ 88,151.99**	**$ 88,151.99**
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	**$ 25,186.28**	**$ 25,186.28**
TOTAL			**$ 251,862.83**

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

This amendment shall form part of the contract and can be read or interpreted as 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 under their respective laws the day and year first above written.

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Peter Aho
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director PN Construction
Date:	3.../..2../2023	**Date:**	03/02/2023

As witnessed by Project Management Unit (GFC) Representative:	
Name:	Eldon Tepa
Signature:	
Designation:	Executive Director, PMU
Date	3.../..2../2023

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PMU SOL 2023 PACIFIC GAMES

CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR WAINONI AND GRACIOSA DORMITORIES

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

PN CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this 20th **December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

PN CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Peter Aho,** herein the Managing Director of **PN CONSTRUCTION,**

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

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

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

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

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

4. The total Price shall be **SBD$ 251,862.83.** 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: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

    Name of Building: WAINONI AND GRACIOSA DORMITORIES

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:**	Peter Aho
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director PN CONSTRUCTION
Date:	20../12../2022	**Date:**	20/..12/2022

Witness signing by Project Management Unit/NHA

Signature ..... for

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/22

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR PMU
SOL 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:** PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909 **c. THE LOCATION SITE IS:** LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: CARTERET, MENDANA, SHORTLAND BOYS' DORMITORIES
	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:** Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@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: Peter Aho PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909
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$ 251,862.83
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	$ 50,372.57	$ 50,372.57
Payment No.2	35% payment shall be paid upon completion of plumbing works for Sigston East 1 & 2 Dormitory	$88,151.99	$88,151.99
Payment No.3	35% payment shall be paid upon completion of plumbing works for Sigston West Dormitory and issuance of Certificate of Practical Completion	$88,151.99	$88,151.99
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	$25,186.28	$25,186.28
TOTAL			$ 251,862.83

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

ANNEX III: POLICE CLEARANCE CERTIFICATES

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

Required documents Prepared by Committee/Department	FI Ref	Committee (PMU)	Procurement	Finance
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓	✓	
Draft Contract **(not yet signed by Supplier)**	P7 10.1	✓ Agreed + addendum no 1	✓	
Tender Award by ITB/GTB	P7 10.1	✓	✓	
PR signed by requisition officer		✓	✓	
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Progress Report of works/Photos etc		✓	✓	
Completion report if goods/services and works have been completed		N/A		
Other reports if any (goods and services)		& N/A		
Payment certificate from Engineer matching amount in Requisition		✓	✓	
Invoice from Contractor matching amount in requisition		✓	✓	
Compliance checks required and done by Procurement				
Contract form approved and Signed by Chairman/EDs	P7 27.2	✓	✓	
PR has been signed by authorized person (and not approving payment to themselves)	P7 44	✓	✓	
Check amount on PR matches the signed contract		✓	✓	
Account code used is correct	P7 38.5(e)			
Name on PR matches signed contract	P7 38.5(e)	✓	✓	
Check price and rates are reasonable	P7 43.2(b)	✓	✓	
Data entry checks for PV and Cheque payments done by Finance Department				
Amount entered in AX matches Requisition				✓
Account code in AX matches Requisition				✓
Vendor name in AX matches Requisition				✓
Item code and Units entered (e.g. box, each) correctly				✓
Description has enough detail				✓
Check dates on future instalments entered correctly				✓
Budget OK				✓

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

Department Compliance performed by:

Signed: _____

Name and Position: GLORIA HOPKINS - CA, PMU

Date: 6/02/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: Leeroy. B, PCM

Date: 7/02/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: L. Hatiah

Date: 7/02/23

NHA-DFAT FUND

PN General Construction
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 12/04/2023

Payment Number: AGF91840

Payment Amount: $81,540.59

Final Payment- No.03-35% completion of Games Village for labour base contract- KGVI- Plumbing work-A25/ lot 2

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000972	22/12/2022	$232,973.12	$0.00	$128,135.21	$81,540.59

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	11/04/2023 11:49
Transaction Number:	AGF91840

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 81,540.59
Transfer From Amount: SBD 81,540.59
Indicative :
My Reference: PymntNo.03-Final

Payment Details

Account Name: PN General Construction
Account Number: 2001563473
Bank Name: Bank of South Pacific
Reference To Payee : plumbing work

PAID DATE 12/04/23 CHQ. No.

Pay Date : 11/04/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
11/04/2023 11:49 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
11/04/2023 17:06 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
12/04/2023 09:32 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
12/04/2023 09:32 Debbie Ofaeri Sifoni
Transaction Processed
* *

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ANZ Logo

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Held for Authorisation
Date / Time:	11/04/2023 11:49
Transaction Number:	AGF91840

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 81,540.59
Transfer From Amount: SBD 81,540.59
Indicative :
My Reference: PymntNo.03-Final

EXECUTIVE DIRECTOR 11/4/23

Payment Details

Account Name: PN General Construction
Account Number: 2001563473
Bank Name: Bank of South Pacific
Reference To Payee : plumbing work

Pay Date : 11/04/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
11/04/2023 11:49 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
* *

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

PAYMENT VOUCHER

DATE 9/04/2023

PN GENERAL CONSTRUCTION
Honiara

Cheque Number AGF91840 ~~IB TRANS~~

Total Amount Paid $81,540.59

Final Payment No. 03 (35%) For completion of Games Village for labour base contract for schools - KGVI Plumbing - A25/ Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000943	22/12/2022	$232,973.12	$128,135.21	$81,540.59

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
11/4/23
SOL2023 PACIFIC GAMES

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES
11/4/23

Payment Voucher Prepared By: _____ Date: 9/04/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

PN GENERAL CONSTRUCTION

PREFERRED CONTRACTOR FOR GAMES VILLAGE - KGVI / PLUMBING / A25 / LOT 2

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			251,862.83				
21/12/2022	No.1	20%	50,372.57		3,777.94	46,594.62	PAID
	No.2	35%	88,151.99		6,611.40	81,540.59	PAID
	No.3	35%	88,151.99		6,611.40	81,540.59	Payment in Progress
	No.4 - RETENTION	10%	25,186.28		1,888.97	23,297.31	
			-		-	-	
TOTAL			***251,862.83***	-	***18,889.71***	***232,973.12***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU – 610/23

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 progress payment 3 (35%) for labour-based Contract for the Upgrade of Schools for the Games Village to PN Construction Lot 2, Plumbing works for KGVI School-Graciosa & Wainoni Dormitories.	PN Construction	–	$88,151-99
				TOTALS	$88,151-99

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $88,151-99 Date: 4/4/23

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-2717

Account Name: Other Local other Costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

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

Post: EXECUTIVE DIRECTOR, PMU

Department: GFC – PMU

Authority is granted for expenditure not exceeding:

SBD$ 88,151-99

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: Darley V. Thaves Date: 05/04/23

Position: PEC NHA

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: **GL-040423**

Date: Tuesday 4th April 2023

SUBJECT: **Request for Progress Payment 3 (35%) for Labour-based Contract for the Upgrade of Schools for the Games Village to PN Construction Lot 2, Plumbing Works for KGVI School – Graciosa and Wainoni Dormitory.**

Dear ED,

I refer to the above subject, your approval is hereby sought to PN 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 Progress 3 for PN Construction	35%	$ 88,151.99

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 K Lilo
Project Manager, 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

PN General Construction
Email: petaho107@gmail.com
M/phone: 7502909

INVOICE: **Date: 31/03/2023**

Billing Address:

National Hosting Authority

Solomon Islands Government

PO Box 2443

Honiara

Attention: *Graham Lilo, Project Management Unit*

Being for 35% on completion of Labour contract for upgrade of Games Village for Pacific Games 2023 – *Lot 2*

- *King George Sixth National Secondary School – Plumbing works for*
- *Wainoni & Graciosa Girls Dormitories*

Item	Description	QTY	Units	Unit Price	Total
1	***Lot 2 – King George Sixth National Secondary School. Plumbing works for Wainini & Graciosa Girls Dormitory.*** ***Total Contract Price of SBD 251,862.28*** *Please raise 35% of SBD 88,151.99* ***Ref: Refer to our contract agreement***			**$88,151.99**	
	Total Net Amount 35% Claim				**$88,151.99**

Please Make all cheques Payable to PN GENERAL CONSTRUCTION account.

Any queries, please do contact PETER AHO.

Note: ***Bank Details:***

1. *BSP Account Name:* ***PN General Construction***
2. *BSP Bank Account Number:* ***2001563473***
3. *Company haus number:* ***BN20220385***
4. *TIN number:* ***1276400***
5. *HCC number:* ***00053789***

PN GENERAL CONSTRUCTION
Date: 31/03/23
Sign:
SOLOMON ISLANDS

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:	Lot 2 KGVI School - Plumbing Works for Wainoni and Graciosa Dormitories		
Contractor:	PN Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 03
Contract Administrator:	Gloria Hopkins	**Date Invoice Received:**	31-Mar-23
		Date Issued for payment:	04-Apr-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 251,862.83		
1	Payment 1 (20%) - MOBILISATION	$ 50,372.57	$ 50,372.57	Paid
2	Payment 2 - 35%	$ 88,151.99	$ 88,151.99	Paid
3	Payment 3 - 35%	$ 88,151.99	$ 88,151.99	This Claim
4	Payment 4 - 10%			
5				
8	**Progress Claim to date**	**$ 138,524.56**		
9	**Original Contract Value**	**$ 251,862.83**		
10	**Total Adjusted Contract Value**	**$ 251,862.83**		
11	**Balance of Contract Payment**	**$ 113,338.27**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 88,151.99	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 88,151.99	

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)* 04/04/2023 *Date*

Compliance and approved by: ..... *Peter Himane (Contract Manager)* 04/04/2023 *Date*

Claim is hereby approved for payment by: ..... *Eldon Tepa (Executive Director - PMU)* 4/4/23 *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.

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**	02 KGVI
NHA PROJECT REF:	03 GV	**CERTIFICATE NO:**	KGVI-GRACIOSA & WAINONI
CONTRACT NO:	GTB 09/22	**DATE ISSUED OF COMPLETION CERTIFICATE**	04/04/2023
CONTRACTOR:	PN CONSTRUCTION	**DLP (Defect Liability Period)**	3 MONTHS
WORK TYPE:	PLUMBING WORKS	**Lot No:**	LOT 2
PROJECT SITE:	KGVI-GRACIOSA & WAINONI DORMITORY	**BUILDING No.:**	B11, B12
BUILDING NAME:	GRACIOSA & WAINONI 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 are completed and shall be used for its intended purpose without the 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 A**rticle 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 the contractor of any defect during the defect's liability period if the cause of any damage is due to the contractor's prior improper works.
    iii. Any undiscovered, latent, or other defect or omission that 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 a 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 of 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 4hh of April 2023

ii. This is to certify that the Contract Works have been inspected and qualified for Practical Completion on 4th April 2023

iii. The Defects Liability Period commenced on this date and continues for a period of 4th April 2023 to 4th July 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 an 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) ..... 04/04/2023 (Date)

..... Peter Aho Contractor Representative ..... 04/04/23. (Date)

Signed by ..... Peter Himane Contracts Manager ..... 04/04/2023 (Date)

Signed by ..... Eldon Tepa (Executive Director) ..... 4/4/23 (Date)

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PMU SOLOMONS PACIFIC GAMES

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

Sea King Building
P.O. Box 2243
Honiara, Solomon Islands

PROJECT MANAGEMENT UNIT
COMPLETION REPORT

PROJECT DETAILS:	
DOCUMENT NAME	KGVI – LOT 2 – B11 & 12 PLUMBING WORKS
CONTRACT #	GTB 05/21
CONTRACTOR	PN GENERAL
CONTRACT START DATE	23nd December 2022
REPORTING PERIOD	21st march 2023
REPORT PREPARED BY	Ronny Saomatangi

Inspection Summary

PN GENERAL have notified the Project Management Unit of the completion of more than of plumbing works for B11 & B12 on the 21th march 2023 which qualifies the contractor to claim for payment # 3 as per the contract.

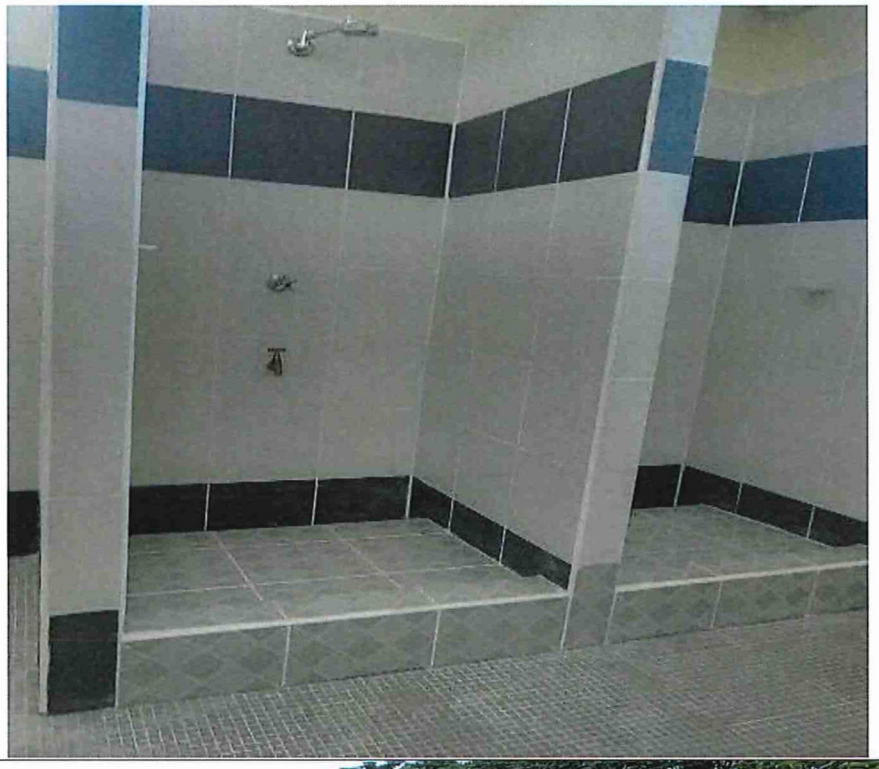
Project Manager Ronny Graham Lilo visited the site on 24th March 2023 to inspect the completed works. As per contract, contractor will be eligible to claim payment #3 (35%) after completion of all works.

WBS	TASK NAME
1	Install 10,000 litre tank and electric pump
2	Install new shower assembly to all shower blocks
3	Replace all toilet pan and cistern
4	Wash and clean all hand wash basin

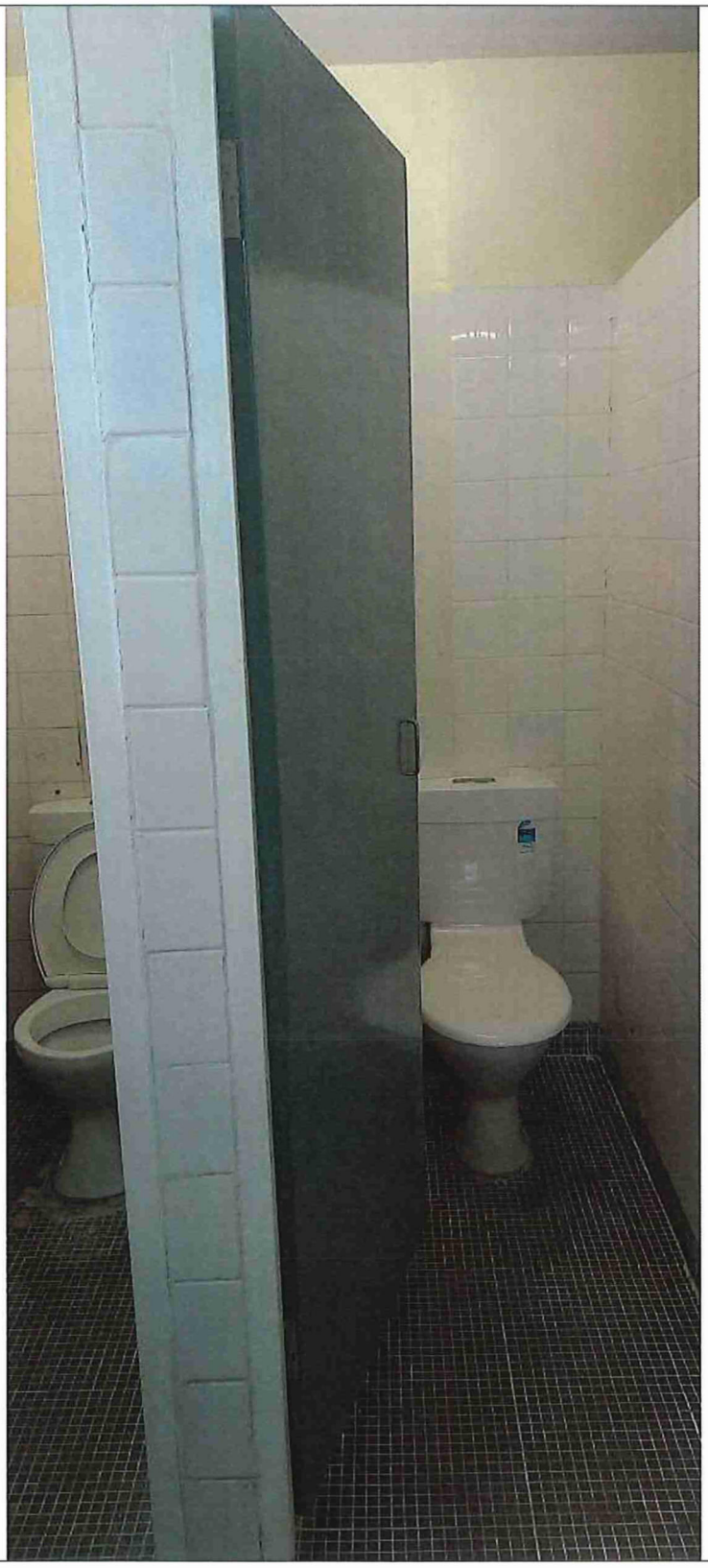
After inspection, The Project manager has verified that the contractor has complied and completed all works that qualifies them to claim for payment #3 (35%).
Refer summary below for work details.

Summary of progress: Refer photos below showing completion work done to B11 & B12 – KGV LOT 2

Activity	**Photos**	**Status**
New shower roses installed to all shower blocks		Completed.

		
2 tank base for 10,000L tank		completed

2 10,00 0 litre tank install		comple ted

Replace all toilet pan and cistern and all fittings			completed

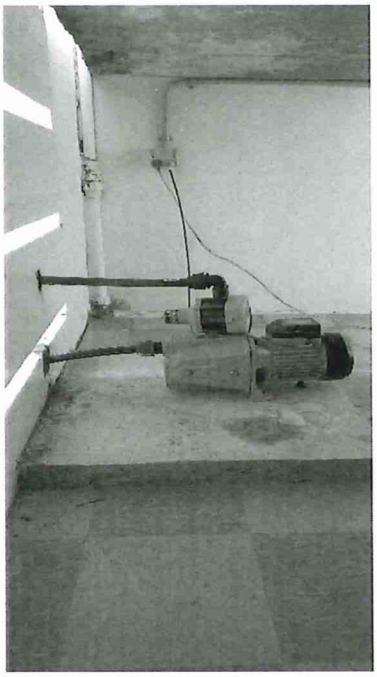
Wash clean Hand basin		**completed**
Site engineer comments	All works completed and have complied with contract terms.	
Site engineer sign off.		Ronny Saomatangi Site engineer.

LOT 2 - KG SIXTH NATIONAL SECONDARY SCHOOL

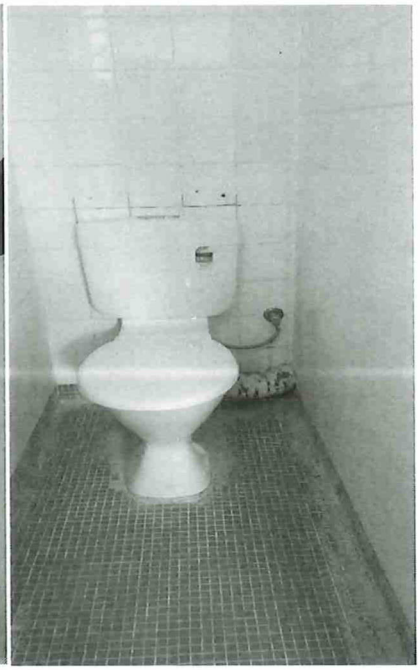
PLUMBING WORKS FOR WAAINONI AND GRACIOSA DOMITORIES.

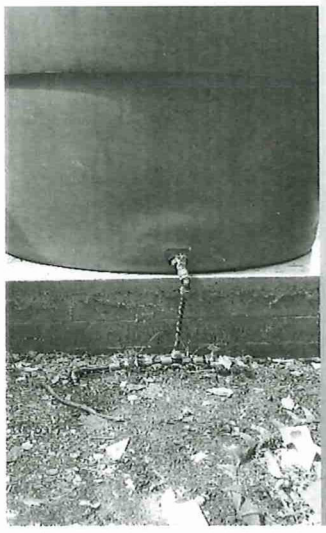
PN GENERAL CONSTRUCTION

COMPLETION REPORT











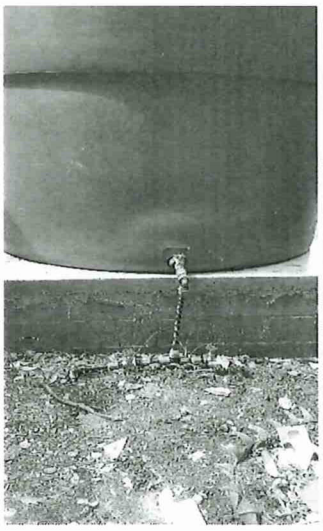
All final fittings to toilets, hand basin and bathrooms for Wainoni Dormitory are done with installation of one pressure pump.

10,000 litre water tank installed to pressure pump that currently operational with all necessary fittings.

GRACIOSA









All final fittings to toilets, hand basin and bathrooms for Graciosa Dormitory are done with installation of one pressure pump.

10,000 litre water tank installed to pressure pump that currently operational with all necessary fittings.

CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR WAINONI AND GRACIOSA DORMITORIES

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

PN CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this 20th **December 2022**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

PN CONSTRUCTION (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Peter Aho,** herein the Managing Director of **PN CONSTRUCTION,**

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

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

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

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

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

4. The total Price shall be **SBD$ 251,862.83.** 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: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

    Name of Building: WAINONI AND GRACIOSA DORMITORIES

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:**	Peter Aho
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director PN CONSTRUCTION
Date:	20/12/2022	**Date:**	20/12/2022

Witness signing by Project Management Unit/NHA

Signature for .....

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/22

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
PMU
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:** PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909 **c. THE LOCATION SITE IS:** LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: CARTERET, MENDANA, SHORTLAND BOYS' DORMITORIES
	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:** Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@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: Peter Aho PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909
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$ 251,862.83
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	$ 50,372.57	$ 50,372.57
Payment No.2	35% payment shall be paid upon completion of plumbing works for Sigston East 1 & 2 Dormitory	$88,151.99	$88,151.99
Payment No.3	35% payment shall be paid upon completion of plumbing works for Sigston West Dormitory and issuance of Certificate of Practical Completion	$88,151.99	$88,151.99
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	$25,186.28	$25,186.28
TOTAL			$ 251,862.83

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

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		✓		
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: GLORIA HOBBS – CA/Purch

Date: 05/04/23

Procurement section Compliance performed by:

Signed: _____

Name and Position: JW – Cont

Date: 5/04/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: Gregory Sabe

Date: 5/04/23