2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: SSS Construction Ltd – GTB-GFC 04/22 Const. of Whiteriver Multipurpose Hall Payment 4-5% Retention

1) Minute	☑	Sign by ED			
2) Requisition	☑	Compliance Officer		Sign by ED	
3) Payment Voucher	☑	Sign by FC		Sign by ED	
4) LPO	☐	Sign by FC		Sign by ED	
5) IB Authorisations	☑	Sign by FC		Sign by ED	

Comments:

- Awaiting signed Addendeum from ED NHA -

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to ANZ Transfer
Transaction or Request Status:	Posted
Date / Time:	12/04/2024 15:48
Transaction Number:	AID14314

Transaction Details:

Account Transfer of SBD 309,403.26



From Account: 5691140
To Account: 4143263

Notes for Recipient: SC/1123/29
Notes for Myself: Retention- Material Supply

Pay Date : 12/04/2024

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
12/04/2024 15:48 Pauline Tovua
Authorisation Required for : Transfer Between My Accounts (2A)
16/04/2024 12:31 Christian Nieng
Authorised -Transfer Between My Accounts
Comments : Verified
16/04/2024 13:04 Debbie Ofaeri Sifoni
Authorised -Transfer Between My Accounts
16/04/2024 13:04 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 AID14314

Transaction Details

Account Transfer of SBD 309,403.26

From Account: 5691140
To Account: 4143263

Notes for Recipient: SC/1123/29
Notes for Myself: Retention- Material Supply

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

16/04/24

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

PAYMENT VOUCHER

DATE 9/04/2024

SOLOMON SHEET STEEL LTD
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $309,403.26

Final Payment No.04 (5%) - (Retention) for the White River Multipurpose Hall.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00001265	20/04/2023	$8,134,901.77	$7,825,498.51	$309,403.26

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAMES

12/4/24

Payment Voucher Prepared By: _____ Date: 9/04/24

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

MATERIAL SUPPLY AND CONSTRUCTION

OF THE MULTIPURPOSE HALL TENDER - GTB-GFC 04/22

SOLOMOM SHEET STEEL CONSTRUCTION LIMITED

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			6,188,065.20				
16/02/2023	No.1	30%	1,856,419.56			1,856,419.56	Paid
21/09/2023	No.2	30%	1,856,419.56			1,856,419.56	Paid
21/09/2023	No.3	20%	1,237,613.04			1,237,613.04	Paid
7/11/2023	No.4	15%	928,209.78			928,209.78	Paid
	Retention	5%	309,403.26			309,403.26	Payment in Progress
16/10/2023	Variation No.01		1,346,925.40			1,346,925.40	Paid
7/03/2024	Variation No.02		599,911.17			599,911.17	Paid
TOTAL			***8,134,901.77***	-	-	***8,134,901.77***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 1370/24

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 4 - 5% Retention for satisfactory completion of 3-month DLP for Material Supply & Construction of Multipurpose Hall @ Whitehiver School - Contract No: GTB - GFC04/22	SSS Construction Ltd	INV # SC/1123/29	$309,403.26
				TOTALS	$309,403.26

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $309,403.26 Date: 04/04/24

Requisition Officer (Name): SOLEANA G Sign:

Account Code: 6 - 2717

Account Name: Other Local other Cost.

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): LEEROY BIRD Sign:

Post: ED PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD$ 309,403.26

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: Tamair B Date: 04/04/24

Position: PCO

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

C5

NATIONAL HOSTING AUTHORITY
SOLOMON ISLANDS GOVERNMENT

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

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: CORD SMAKUM, PM

Date: 08/04/24

Procurement section Compliance performed by:

Signed: _____

Name and Position: Truman. Bird P.C.O

Date: 01/04/24.

Finance Department Compliance performed by:

Signed: _____

Name and Position: Naevick Vufar F/O

Date: 09/04/24

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: Leeroy Bird, Executive Director, PMU 4/04/24

From: Graham Lilo, PMU

NHA Ref: **GKL-030424**

Date: Wednesday 3rd April 2024

SUBJECT: Request Retention Payment (5%) for Material Supply and Construction of Multi-purpose Hall at Whiteriver School to SSS Construction Ltd after 3-month DLP

Dear ED,

I refer to the above subject, your approval is hereby sought to pay SSS Construction Ltd (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-GFC04/22	Material Supply and Construction of Multi-purpose Hall at Whiteriver School	Retention Payment for SSS Construction Ltd	5%	$309,403.26

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

Kind regards,

Graham Lilo
Project Manager, PMU

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

PROGRESS PAYMENT CERTIFICATE NO: 04

Payment Schedule Name:	Payment No. 4 - 5% Retention Payment		
Project Name:	Material Supply and Construction of Multi-purpose Hall at Whiteriver		
Contractor:	SSS Construction Ltd		
Project Manager	George Wate/ Graham Lilo	**Certificate:**	PC-04
Contract Administrator:	Soleana Gagahe	**Date Invoice Received:**	19-Mar-24
		Date Issued for payment:	04-Apr-24
		Contract No:	GTB-GFC04/22

A — PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 6,188,065.20		
1	Payment 1 (30%)	$ 1,856,419.56	$ 1,856,419.56	Already paid
2	Payment 2 (50%)	$ 3,094,032.60	$ 3,094,032.60	Already paid
3	Variation Payment 1	$ 1,346,925.40	$ 1,346,925.40	Already paid
4	Payment 3 (15%)	$ 928,209.78	$ 928,209.78	Already paid
5	Variation Payment 2	$ 599,911.17	$ 599,911.17	Already paid
6	Payment 4 (5% retention)	$ 309,403.26	$ 309,403.26	This Claim
7				
8	**Progress Claim to date**	**$ 8,134,901.77**		
9	**Original Contract Value**	**$ 6,188,065.20**		
10	**Total Adjusted Contract Value**	**$ 8,134,901.77**		
11	**Balance of Contract Payment**	**$ -**		

B — PAYMENT DETAILS

	Progress payment for this claim	$ 309,403.26	
	Retention-Purchaser retains 5% of this payment pursuant to clause		
	Amount payable for this claim after Retention	$ 309,403.26	

Payment is certified as conform to payments terms and conditions as stated in Part IV: Payment Schedule of the Contract for Materials Supply & Construction of the Whiteriver Multi-purpose Hall

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* 04/04/24 *Date*

Compliance and approved by: ..... *Soleana Gagahe (Contract Administrator)* 04/04/24 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU)* 4/04/24 *Date*

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

SSS Construction Limited

(Company No. 20128825)
P. O. Box 15, Honiara, SOLOMON ISLANDS.
Telephone: +677-23884 ***Fax:*** +677-21696
Email: *sss@business.com.sb*

National Hosting Authority
Project Management Unit-National Hosting Authority
Honiara, Solomon Islands

Date: 02 November 2023

Attention: Jotham Makini

Contract No.: **GTB-GFC04/22**
Contract Name : **Contract for the Material Supply and Construction of Multi-Purpose Hall at Whiteriver School**

Invoice no. : SC/1123/29

Item Description	Amount $
Being for Contract Value of SBD $6,188,065.20	
Being for Retention Claim	5,878,661.94
Add: Current Value of Works Completed	309,403.23
Total value of works completed to-date	6,188,065.17
Less: Total amount previously certified	(5,878,661.94)
GRAND TOTAL THIS CLAIM	309,403.23

Note: SSS Construction Ltd is Exempted from Withholding Tax as per Certificate attached.

P 0 BOX 2443 National Stadium, Honiara Solomon Islands ©PH

PROJECT MANAGEMENT UNIT

Defect List

Project Name:	Material Supply & Construction of Multi-purpose Hall at Whiteriver School	**Actual date of DLP Lapses:**	31/10/23 – 31/01/24 (3 Months)
Project Manager:	George Wate/ Graham Lilo	**Project Site:**	Whiteriver School
Project Site Engineer	N/A	**Contractor:**	SSS Construction Ltd

Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	None	None	
2			
3			

In lieu of the Contract terms and conditions for which these defects shall be rectified, the Contractor is hereby required to properly complete the works as required prior to retention payment released as required.

Issuance of this notice in conformity with the Contract by the Project Manager:.....date: 25/03/24

Counter Signed by the Contracts Manager.....Date: 25/03/2024

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PROJECT MANAGEMENT UNIT

Defects List - Attachment

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

Item.	Photos	Defects
1.	No defects	
2.		
3.		
4.		
5.		
6.		
7.		
8.		

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PROJECT MANAGEMENT UNIT

Defects Liability Rectification Notice

Issued to: SSS Construction Ltd

Defect Liability Notice: 3 Month

Project name: Material Supply & Construction of Multi-purpose Hall at Whiteriver School

Project Number: N/A

Subject: **Final Inspection for any defected Works for Material Supply & Construction of Multi-purpose Hall at Whiteriver School**

In conformity of your Contract with the National Hosting authority in which your retention payment (5%) held against defect Liabilities as security of your completed works, and following our final inspection of the project on 25th March 2023, it is declared that the project is free of defect.

Please do liaise with the Project manager concerned and submit your invoice to NHA, PMU for the release of your retention sum.

Sincerely

Soleana Gagahe
Contracts Manager
Project Management Unit

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PROJECT MANAGEMENT UNIT

Defect Assessment Report.

PROJECT DETAILS:	
PROJECT NAME:	Material Supply & Construction of Multi-purpose Hall at Whiteriver School
CONTRACT #:	N/A
CONTRACTOR:	SSS Construction Ltd
WORK TYPE:	Construction Works
PROJECT SITE:	Whiteriver School
DEFECTS PERIOD:	3 Months (31/10/23 –31/01/24)
DEFECTS INSPECTION REPORT DATE:	3rd April 2024
REPORT PREPARED BY	Graham Lilo

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PROJECT MANAGEMENT UNIT

Inspection Summary

1. **Contractor**:

   1.1 The Defects Liability period ended on 31st January 2024 upon which inspection was conducted.

2. **Client - NHA PMU**

   2.1 NHA –PMU conducted site inspection on the < 25th March 2024>

   2.2 As per contract, at the end of the defects liability period, retention payment shall be paid upon satisfaction of all defects rectified by the contractor after three month of practical completion.

3. **Action**

   3.1 After inspection, NHA –PMU identified that no defects were encountered and thus, retention payment shall now be eligible for release to the Contractor.

4. **Conclusion:**

   6.1 No defects were identified upon visual inspection of the Site after the three-month Defects Liability Period. Thus, the Project Manager can confirm that Contractor is eligible to claim for their Retention Payment as per their Contract with NHA.

Refer summary below for defects rectified work details.

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PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status
None	**None**	Completed.

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PROJECT MANAGEMENT UNIT

Date: 27/02/24

DEFECTS COMPLETION REPORT CERTIFICATE

To: Jason Lee **SSS Construction Ltd** *(The Contractor)*	**To: Leeroy Bird** **Executive Director** **National Hosting Authority, Project Management Unit. PMU** *(The Employer)*
Contact person: Jason Lee	**Contact person: George Wate**
Address: P.O.Box 15 **Honiara, SI**	**Address: Sea King Building** **P.O. Box 2443, Honiara, SI**
Telephone: 21696	**Telephone: 7639417**

Contract no: N/A
Contract title: Material Supply & Construction of Multi-purpose Hall at Whiteriver School

DEFECTS CERTIFICATE			
	day	**month**	**year**
Practical Completion Certificate achieved on:	**31**	**10**	**2023**
The defect lapse date:	**31**	**01**	**2024**
The end of the last *defects correction period* is:	**25**	**03**	**2024**
This Defects Certificate Date is: (at the later of the *defects date* or the end of the last *defects correction period*)	**25**	**03**	**2024**

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

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PROJECT MANAGEMENT UNIT

Works checked and certified by the Project Manager:

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

Final Approval Certificate

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

Certified by the Executive Director - PMU:

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

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PROJECT MANAGEMENT UNIT

Certificate Of Final Completion

PROJECT NAME:	Material Supply & Construction of Multi-purpose Hall at Whiteriver School	**NHA PROJECT REF**	16 WHITERIVER MULTIPURPOSE HALL
CONTRACT NO:	GTB-GFC04/22	**CERTIFICATE NO:**	1
CONTRACTOR:	SSS CONSTRUCTION LTD	**PROJECT SITE:**	WHITERIVER SCHOOL
WORK TYPE:	CONSTRUCTION WORKS	**DLP (Defect Liability Period)**	3 MONTHS
DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE:	31/11/23	**DEFECT PERIOD LAPSE DATE:**	31/01/24

The works performed under this contract has been inspected by the authorized project manager representing Project Management Unit of National Hosting Authority for the aforementioned contract and is hereby declared complete final on this date of 03/04/24.

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

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

.....	.....	.....
Graham Lilo	**Soleana Gagahe**	**Leeroy Bird**
Project Manager	**Contracts Manager**	**Executive Director**

Contractor hereby accepts construction project as finally complete:

.....	.....
Managing Director	**Project Manager**
SSS Construction Ltd (Contractor)	**SSS Construction Ltd (Contractor)**

SOLOMON SHEET STEEL LIMITED
P.O.BOX 12, HONIARA
SOLOMON ISLANDS

Copy to Contractor

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

PACIFIC GAMES
SOLOMON ISLANDS

ADDENDUM NO. 2

ADDENDUM TO THE GENERAL CONDITIONS

CLAUSE OF THE CONTRACT

FOR

MATERIAL SUPPLY AND CONSTRUCTION OF MULTI-PURPOSE HALL AT WHITERIVER

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

And

SSS Construction Ltd

GTB-GFC04/22

Issued March 2024

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 **SSS CONSTRUCTION LTD ("the Contractor")** having its principal place of business at 88 HISBISCUS AV, POINT CRUZ STREET, HONIARA.

The Parties entered into the Contract Agreement for the **Material Supply and Construction of Multi-purpose Hall at Whiteriver,** had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred amended shall form part of the final Contract.

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

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

> **AMENDMENT 1:** - PART II: PARTICULAR CONDITIONS – Defects Notification Period (General Conditions of Contract Clause Reference 3.6.5) – *180 days (six months) during the time when certificate is signed and issued for start of Defect Liability period* is hereby amended to
>
> *"90 days (3 months) starting from the time when certificate is signed and issued for start of Defect Liability Period"*

The interpretation herein shall mean that defects liability period of six (6) months has been reduced to three (3) months, any further amendment shall be made depending on technical situation prior to lapse of the agreed Defects Liability Period and Completion of Contract.

2.0: PARTIES RIGHT TO AMEND CONTRACT.

The following articles and clauses provide the legal right to the parties of the contract to amend the clause mentioned in Part II Particular Conditions – Defects Notification Period: **Part III General Conditions of the Contract - Article 7.13 Final provisions.**

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

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

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

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

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Jason Lee
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director SSS Construction Ltd
Date:	18../..3../2024	**Date:**	19.../..03../2024

As witnessed by Project Management Unit (GFC) Representative:

Name:	Leeroy Bird
Signature:	
Designation:	Executive Director, PMU
Date	19../..03../2024

PACIFIC GAMES
SOLOMON ISLANDS

ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

MATERIAL SUPPLY AND CONSTRUCTION OF MULTI-PURPOSE HALL AT WHITERIVER-GTB-GFC04/23

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

SSS CONSTRUCTION LTD

GTB-GFC04/23

September 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 **SSS Construction Ltd ("the Contractor").**

The Parties entered into the Contract Agreement for the **Material Supply and Construction of Multi-Purpose Hall at Whiteriver-GTB-GFC04/22,** had on this date agreed to changes and amendment of the contract terms and conditions.

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

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

This amendment to the original contract payment schedule terms and conditions shall supersede the referenced clauses and specific section (IV) of the contract as mentioned below and effectively enforced herewith.

2.0: 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$6,188,065.20
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (30%) shall be made upon signing of the Contract and pre-order confirmation of the supplier	$1,856,419.56	$1,856,419.56
Payment No.2	50% payment shall be made upon completion of all works for concrete and steel sub/super-structures and steel columns as in the Contractor's work schedule.	$3,094,032.60	$3,094,032.60
Payment No.3	15% payment shall be made upon completion of roof, and all works as building finishes include all final paintings, electrical works, finishing works such installations where required and demobilize from site as stated in Contractor's work schedule.	$928,209.78	$928,209.78
Payment No.4	5% Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after six months of practical completion.	$309,403.26	$309,403.26
TOTAL			**$6,188,065.20**

Addendum signing by Parties:

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 part of the original Contract.

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

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

For the Purchaser- National Hosting Authority		**For the Contractor**	
Name:	Christian Ning	**Name:**	Jason Lee
Signature:		**Signature:**	
Designation:	**Executive Director**	**Designation:**	Managing Director
	National Hosting Authority		**SSS CONSTRUCTION LTD**
Date:	16/09/2023	**Date:**	13/09/2023

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR 2023 PACIFIC GAMES

As witnessed by Project Management Unit Representative:

Name:	**Leeroy Bird**
Signature:	
Designation:	**Executive Director**
Date	13/09/2023

PACIFIC GAMES
SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 13th February 2023

To: Jason Lee
Managing Director
Solomon Sheet Steel
Honiara
Solomon Islands

Dear Sir,

AWARD OF CONTRACT FOR MATERIAL SUPPLY AND CONSTRUCTION OF THE MULTIPURPOSE HALL TENDER REFERENCE NUMBER GTB-GFC 04/22

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement and approval of the contract for **Material Supply and Construction of the Multipurpose Hall.**

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your Tender for the sum of **SBD$6,188,065.00.**

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.

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: 13/02/23
Sign:
National Hosting Authority

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

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
National Hosting Authority FC
PMU Executive Director
PMU Contracts Manager
HCC City Clerk

CONTRACT AGREEMENT

FOR

MATERIAL SUPPLY AND CONSTRUCTION OF MULTI-PURPOSE HALL AT WHITERIVER SCHOOL

BETWEEN

SOLOMON ISLANDS GOVERNMENT-REPRESENTED BY NATIONAL HOSTING AUTHORITY

AND

SSS CONSTRUCTION LTD
HONIARA, P.O.BOX 138
SOLOMON ISLANDS

CONTRACT NUMBER: GTB-GFC04/22

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PART I:CONTRACT AGREEMENT

1.0: THIS AGREEMENT made between **National Hosting Authority,** representing the Solomon Islands Government (hereinafter "the Purchaser"), of the one part, and **SSS Construction LTD of Honiara, P.O.Box 138, Solomon Islands** (hereinafter "the Contractor"), of the other part:

2.0: WHEREAS the Purchaser desires that the Works known as **Material Supply and Construction of Multi-Purpose Hall at Whiteriver School (Contract No. GTB-GFC04/22)** 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,

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

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

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

c. The language for use in any communication regarding this contract shall be in English.

d. The price of the execution of Works is confirmed in the Tender and Price Schedule as part of your Tender submitted on **23rd December 2021.**

e. The total Price shall be **SBD$6,188,065.20.00 (Six Million, One Hundred Eighty-Eight Thousand, Sixty-Five Dollars, Twenty Cents.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

f. The place where the Works have to be executed shall be at the site described as in contract. The works shall be completed within **180** construction days from the Contract Commencement date.

g. 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.

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

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

j. 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) Part II: Terms & Definitions
b) Part III: Contract Data (Particular Conditions)
c) Part III: General Conditions
d) Part III: Payment Schedule
e) Part IV: Annexes-the Contractor's Proposal and any other documents forming part of the Contract and shall be attached as Annexes to the contract including;

k. Both Parties agreed that this contract is a Design and Build Contract of which turn Key terms and conditions shall apply as part of works and payments.

l. 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.

m. 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.

n. 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.

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

p. 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.

4.0: SIGNING OF CONTRACT AGREEMENT

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

Parties to this Contract hereby agreed and signed as follows.

For Purchaser-National Hosting Authority	For the Contractor
Signature:.....	Signature:.....
Name: Christian Nieng	Name: Jason Lee
Title: Executive Director	Managing Director
National Hosting Authority	SSS Construction Ltd
Date: 13/4/2023	Date: 30/03/2023

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PACIFIC GAMES

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 31/3/2023

SUB-PART: TERMS AND DEFINITIONS

The following terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are written with initial capitals and are defined as follows.

Terms	Clause	Definitions
Specifications and Performance Requirements	1.1	A document attached to the Contract which, when initialled by both parties, forms part of the Contract.
Documentation:	1.2	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
Execution of Works:	1.3	these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
Inspection:	1.4	The inspection of the Works for visible defects and non-conformity carried out at the Purchaser's request on the Contractor's site prior to Delivery
Purchaser:	1.5	The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
Contractor:	1.6	The Purchaser's counterparty.
Delivery:	1.7	The delivery of the Works referred to in Subclause 3.5.1, including its assembly or installation in accordance with the requirements set out in the Contract.
Contract:	1.8	The written agreement between the Purchaser and the Contractor to which these Purchasing Conditions are declared to be applicable.
Party:	1.9	The Purchaser or the Contractor, depending on the context.

Works:	1.10	the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
Product:	1.11	The equipment which the Contractor has included in his Works as part of his Contract
Project Manager	1.12	The **Project Manager** is the person named in the **Contract** (or any other competent person appointed by the Purchaser and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract
Engineers	1.13	Defined as qualified personnel in civil, building and or any related field engaged by either party for the construction works.
Milestone Certificate	1.16	Milestone certificate" means the certificate issued by the Engineer of Contractor and accepted by Purchasers Project Manager
Site	1.17	Site means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.
Variation	1.18	On the first line, "any change to the Works" is replaced with "any change to the Employer's Requirements or the Works.
Schedule of Payments	1.19	If the Schedule of Payments specifies payments to be made to the Contractor based on Milestones, payments shall be made upon completion of such Milestones.
Materials Specifications	1.20	Defined as required construction material standards specified in GCC and particular conditions.

PART II – PARTICULAR CONDITIONS

The following Particular Conditions of Contract shall supplement the General Conditions for the Execution of Works for the Government of the Solomon Islands. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions for the Execution of Works (GCC). The corresponding clause numbers in the General Contract Conditions are indicated in below paragraphs. Where sample provisions are furnished, they are only illustrative of the provisions that the Contractor should draft specifically for each Works contract.

Conditions	Clause reference	Data
Governing Law	Part 1(2)	The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.
Language for communications	Part 1(3)	The language for use in any communication regarding this contract shall be in English.
Address of Contractor for communications:	1.5	SSS CONSTRUCTION LTD P.O.Box 138 Tel: 677-27266 Mob: 7686922 Email: sss@business.com.sb Honiara Solomon Islands
Purchaser's name and address for communication	1.5	National Hosting Authority P.O. Box 2443 Solomon Islands Government
Description of Construction works	1.10	**Material Supply and Construction of Multi-Purpose Hall at Whiteriver School (Contract No. GTB-GFC04/22**
The Purchaser's Engineer's name and address	1.12	Jotham Makini Project Manager/Engineer Project Management Unit National Hosting Authority
The Contractor's Engineer's name and address	1.13	Junior Markwale Project Manager SSS Construction Ltd P.O. Box 138 Honiara Solomon Islands Neil Buendia Assistant Project Manager SSS Construction Ltd P.O. Box 138 Honiara Solomon Islands
Contract Value	Part1(5)	The accepted Contract amount is SBD$6,188,065.20.00 (Six Million, One Hundred Eighty-Eight Thousand, Sixty-Five Dollars, Twenty Cents.Inclusive of materials, Labour, machineries, equipment, taxes etc.
Site	1.17	The location of which the works and delivery is guaranteed shall be at. Material Supply and Construction of Multi-Purpose Hall at Whiteriver School West Honiara. Solomon Islands
Taking Possession of Site	3.2	Taking over of site for commencement of works shall be 14 days after fulfillment of requirements stated in clause 3.1 (GCC) and those stated in this clause referenced in GCC.

Conditions	Clause reference	Data
Commencement of works	3.1	The Contractor shall commence works on site after fulfilment of required documents as stated below a) Signature of the Contract Agreement b) Provide to the Purchaser building design, work schedules (Gantt Chart), OHS procedures documents. c) Site plan including access to and possession of the Site. d) Permits, licenses, insurances, performance security guarantee etc. e) Other documents deemed appropriate to allow commencement of works.
Delivery of Works	3.5 (3.5.2)	The contractor shall complete the works within the time period given and shall conform for 120 construction days.
Defects Notification Period	3.6.5	180 days (six months) during the time when certificate is signed and issued for start of defect Liability Period
Liquidated Damage Penalties	3.6.6	The purchaser shall impose daily liquidated damage rate of 0.1% for every day upon any delay by the Contractor to deliver complete works upon time required as stated in the GCC.
Inspection & Tests	3.10	Inspection and tests by the Purchaser or 3rd party in name of the Purchaser regarding the Execution of the Works and the quality levels applied to may be implemented with at least three (3) days notification prior to the inspection as follows:
Payment Schedule	5.1.5	Payment as agreed shall be made according to the Payment schedule and milestones progress reports as stated in the Payment Schedule.
Milestones	5.1.4	Milestones shall be made in accordance with the progress of deliveries and the Payments schedules.
Address of Purchaser's personnel for communications:	1.3	Jotham Maldni Project Manager Project Management Unit National Hosting Authority Email: JMaldni@sol2023.com.sb Peter Himane Contracts Manager Project Management Unit National Hosting Authority Email: PHimane@sol2023.com.sb Eldon Tepa Executive Director Project Management Unit National Hosting Authority Email: ETepa@sol2023.com.sb

Conditions	Clause reference	Data
Address of Project Manager for communications;	1.3	Nell Buendia Project Manager SSS Construction Ltd P.O. Box 138 Honiara Email: nellb-sss@solomonfish.com
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 10% shall require written consent of the Employer's Engineer and Project Manager.
Performance Security	3.5.6	The Performance Security will be in the form of a written declaration confirming all performance requirements.
Daily Liquidated Damages Imposed upon delay	3.6.6	The purchaser shall impose daily liquidated damage rate of 0.1% for every day upon any delay by the Contractor to deliver complete works upon time required as stated in the GCC.
Purchaser's liquidated damage of delay for delay of payments	3.6.7	Contractor shall demand purchaser 1% liquidated damage daily upon any delay of payment after 28 days stated in GCC.
Variation orders	3.6.6	The Purchaser may allow variation if new scope of works existed or in a situation where parties agreed that the works had not been included in scope of works forming part of this contract.
Parts of the Works for which subcontracting is not permitted	4.13.1	The Contractor shall not subcontract any part of the works that related to main structures of the entire building. The contractor may only subcontract supply of materials or other Labour related works pursuant to clause.
Retention	5.2.5	The Purchaser shall retain 5% of the total Contract amount as retention as cover for defect Liability Period. Retention money withheld shall be released after six months after Purchaser agrees to defects rectification and issue certificate of final completion.
Mobilization Payment	5.3.1	If required, the purchaser shall pay Mobilization payment of percentage mentioned in schedule of payment to the Contractor prior to commencement of works.
Advance payment	5.3.2	If required, the Purchaser shall pay the contractor an Advance payment after the contractor provided Bank Guarantee from their Banker the amount equivalent to the amount requested in their invoice pursuant to the Payment Schedule and the GCC.
Amount of Insurance	7.6.1	Contractor shall provide with their tender to following proof of insurance: - *Workmen's Compensation -As required by SI Law* - *Public Liability Insurance of not less than SBD 2,000,000* - *Equipment for use in Project Replacement Value*
Appointment of Arbitration representatives	7.11.1	The Solomon Islands government shall represent the National Hosting authority through the office of the Attorney General Chambers whereas the contractor shall be represented by the Dudley Lawyers.

Conditions	Clause reference	Data
Rules of arbitration	7.11.1	Rules of arbitration shall be the Solomon Islands rules of arbitration enforced through trade dispute panel and through the courts where applicable.
Place of arbitration	7.12.1	Place of arbitration shall be in Honiara, Solomon Islands

PART III: GENERAL CONDITIONS OF THE CONTRACT

3.0: PERFORMANCE OF THE CONTRACT

Article titles	Clause	Sub-clauses
Article 3.1: Commencement of Work	3.1.1	The Purchaser's Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions: a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities. b) Delivery to the Contractor of reasonable evidence of the insurances (workers' compensation, public liability, and equipment/machineries insurance), building design, work schedules (Gantt Chart). c) Except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under Sub-Clause 3.2.1 as required for the commencement of the Works. d) Subject to Clause 3.7.1 on the Management Strategies and Implementation Plans on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay. e) The contractor shall bound to comply prior to commencement of works the conditions and requirements thereof.
Article 3.3 Documents and samples at the site	3.3.1	The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Designer and shall be delivered to the Designer for submittal to the Purchaser upon completion of the Work.

Article 3.4 Security of the Site

3.4.1 The Contractor shall be responsible for the security of the Site, and:

a) for keeping unauthorized persons off the Site.
b) Authorised persons shall be limited to the Contractor's Personnel, the Purchaser's Personnel, and to any other personnel identified as authorised personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.

3.4.2 The Contractor shall submit for the Engineer's No-objection a security management plan that sets out the security arrangements for the Site.
The Contractor shall

i. Conduct appropriate background checks on any personnel retained to provide security.
ii. (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and
iii. (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.

3.4.3 The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated if requested by Purchaser

Article 3.5
Delivery of works

3.5.1 Unless agreed otherwise in writing, Delivery of the Works, specified by the Purchaser in the Design, Technical Specifications by the Contractor will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery location specified by the Purchaser, and the Contractor will bear all costs and risks connected with the delivery of the Works, including, where applicable, the import duties and responsibility for complying with the associated formalities. The schedule of deliveries shall conform to and as follows;

a) Contractor prior to construction shall produce final and detailed design as per required within time mentioned as in Contract Data.

b) Contractor shall provide detailed priced bills of quantities stating the confirmed rates and prices within the time frame stated in Contract Data (PC) prior to construction of building.

c) Or any other documentation as may be required or requested by the Purchaser.

d) The delivery of this work is required as stated in the scope of works and building drawings.

The agreed delivery date(s) or period(s) are considered to be fixed and final and is stated as in Contract Data clause. 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.

3.5.2 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Purchaser and will not alter the agreed payment date.
The Purchaser has the right to defer Delivery, unless this would place a disproportionate burden on the Contractor.

3.5.3 The Contractor is obliged to maintain the Works for the Purchaser at a 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.

3.5.4 The provisions of this clause apply to the Delivery deferred by the Purchaser, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

3.5.5 This provision shall be read with above clauses, in the event where the scope and design have been changed, added or in any situation where the required works had been and design modified, the contractor may request variation of which the purchaser must approve and issue variation orders. This procedure must follow variation order as required by purchaser.

Article 3.6 Guarantee

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

3.6.2 If the Purchaser has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Australian 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.

3.6.3 The Purchaser may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60

days of discovering this fact. If the Contractor receives such a notification from the Purchaser, the Contractor will rectify the defect or non-conformity within a period set by the Purchaser in accordance with the provisions of contract.

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

3.6.5 The Purchaser may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract is indicated Conditions.

3.6.6 The purchaser shall impose **liquidated damage** for any delay by the contractor unless the delay is caused by any external factors described as natural factors or any cause not related to the contractor, Purchaser shall impose a penalty for such a delay with the rate of 0.1% starting at the time the contractor delays or has not responded in rectifying the delays.

3.6.7 The Contract shall demand liquidated damage upon realization if the purchaser delays payment more than 28 days as specified in the Contract, the Purchaser shall be liable for 0.1% daily liquidated damage upon any delay as specified.

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

3.6.9 The Purchaser shall withhold amount of retention for the purpose of defects for the period of time described as in particular conditions (Contract Data).

3.6.9 The Contractor guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical

lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

Article 3.7: Performance Security Guarantee

3.7.1 The Contractor shall obtain (at its cost) a Performance Security Guarantee, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.

3.7.2 The Contractor shall submit a performance bond or security for the amount as specified in the Contract Data. The Purchaser shall not make a claim under the Performance Security, except for amounts for which the Purchaser is entitled under the Contract specifying any damages or liquidated losses to which performance bond is applied.

3.7.3 Return of Performance Security-The Purchaser shall return the performance security 28 days after completion and handover of the project.

Article 3.9 Protection of the Environment

3.9.1 The Contractor shall take all necessary measures to:

a) Protect the environment (both on and off the Site); and
b) Limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

3.9.2 The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Employer's Requirements, nor those prescribed by applicable Laws.

3.9.3 In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.

Article 3.10 Works inspection and Test

3.10.1 At the Purchaser's request, the Works may be regularly inspected by the Purchaser, or a third party designated by the Purchaser during the execution of the Contract with at least three (3) days notification prior to the inspection.

3.10.2 If the Purchaser wishes to inspect the Works:

a. the Contractor will allow the Purchaser, or a third party appointed by the Purchaser full access to the location where the Contractor is executing the Contract;

b. the Contractor will, upon request and at no cost to the Purchaser, cooperate with the Inspection and facilitate the Purchaser or a third party appointed by the Purchaser at the location and reasonable assistance in terms of staff and materials.

c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

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

3.10.4 The approval of the Works by or on behalf of the Purchaser does not include any approval that the Works complies with the guarantees given in accordance with subclause 3.10.3.

4.0: RELATIONS BETWEEN THE PARTIES AND OBLIGATIONS

Article 4.1: Contacts	4.1.1	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 as specified in Contract Data
	4.1.2	The contacts may represent and bind their Parties, unless the Contract provides otherwise.
Article 4.2: Method of notification	4.2.1	All notifications given by the Parties on the basis of the Contract must be in writing. Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
	4.2.2	'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 4.3: Confidentiality	4.3.1	The Contractor will not disclose in any way any information that is provided by the Purchaser or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
	4.3.2	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.
	4.3.3	The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Purchaser.

	4.3.4	If the Contractor breaches its duty of confidentiality, the Purchaser may impose a penalty, as laid down in the 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.
Article 4.4: Code of Conduct	4.4.1	The Contractor shall have a Code of Conduct for the Contractor's Personnel. The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviours that are prohibited, and understands the consequences of engaging in such prohibited behaviours. These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
	4.4.2	The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.
	4.4.3	The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

Article 4.5: Fraud and Corruption	4.5.1	The Purchaser requires compliance with the SIG Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the SIG Anti-Corruption Act- Fraud and Corruption. The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for proposals process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
Article 4.6 Protection of the Environment	4.6.1	The Contractor shall take all necessary measures to: a) Protect the environment (both on and off the Site); and b) Limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.
	4.6.2	The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Employer's Requirements, nor those prescribed by applicable Laws.
	4.6.3	In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.
Article 4.7: Intellectual and Industrial Property Rights	4.7.1	The Contractor shall deliver to the Purchaser copyright of all designs and other related documents after completion of works and or during which time the contract is default and terminated.
Article 4.8 The Engineer/Key Personnel	4.8.1	The Contractor's Engineering and key staffs shall include suitably qualified engineers and other professionals who are competent to carry out these duties.
Article 4.9 Replacement of the Engineers/Key Personnel	4.9.1	The Contractor shall not replace any of its Engineers or other technical people unless accepted by Purchaser or purchaser is informed prior to appointment and replacement of such engineers and technical personnel.

Article 4.10: The Engineers, duties, Authorities and obligations.	4.10.1	The Contractor include in its construction team Engineering staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.
	4.10.2	The Engineer shall also have the right to ensure all work procedures, instructions in lieu of the designs and requirements conform to the performance required by the purchaser.
	4.10.3	The Engineer shall obtain the consent in writing to the Purchaser before taking action under the following Sub-Clauses of these Conditions: a) Right to vary - instructing a variation, only for the purpose stated in Contract Data. b) In an emergency situation as determined by the Engineer; or c) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data. d) Value Engineering- stating consent or otherwise to a value engineering proposal submitted by the Contractor.
	4.10.4	The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Contract and shall notify the Contractor accordingly, with a copy to the Employer.
	4.10.5	The Engineer shall obtain the consent of the Purchaser before appointing or replacing an Engineer's Representative."
	4.10.6	If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.
	4.10.7	Upon any change of Engineer or if the Contractor replaces any of its Engineers, the contractor shall notify the Purchaser upon such changes to its engineer (s)

	4.10.8	Contractor shall take note that all the clauses stated above for the right to vary shall only be of the Purchaser's approval if so in any situation the following occurred; a) Right to vary due to the change of scope of works not stated in the ITT. b) Change of design after approval of the original design which has changed the scope or the design has increased causing changes in costs. c) EOT may be considered by the Purchaser if in a situation caused by unmanageable weather conditions or any force majeure situation.
Article 4.11: Contractor's General Obligations	4.11.1	The Contractor shall provide the Plant (and spare parts, if any), All equipment, material, and services to be incorporated in or required for the Works shall be restricted to specified building materials under international specifications or Australian building materials standards.
	4.11.2	The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives consent, a consent that shall not be unreasonably delayed, to the measures the
	4.11.3	Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor's Personnel submitted as part of the Proposal and agreed as part of the Contract.
	4.11.4	The Contractor shall submit, to the Engineer for Review, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every three (3) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Purchaser's Engineer for Review.

Article 4.12 Contractor's Representative	4.12.1	If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.
Article 4.13: Subcontractors	4.13.1	The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract. The contractor shall not subcontract any or important structural parts or any building section of which require or part of superstructure, the contractor shall only subcontract minor components of the building or materials, other services and or Labour.
	4.13.2	All subcontracts relating to the Works shall include provisions which entitle the Purchaser to require the subcontract to be assigned to the Purchaser. Where disputes arise among subcontractors and main Contractor, the Purchaser has the right to mediate or seek resolution to solve dispute.
	4.13.3	Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."
Article 4.14 Engagement of Staff and Labour	4.14.1	The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and Labour with appropriate qualifications and experience from sources within the Country.
Article 4.15 Rates of Wages and Conditions of Labour	4.15.1	The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws."
Article 4.16 Working Hours	4.16.1	The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Purchaser's Requirements
Article 4.17 Facilities for Staff and Labour	4.17.1	If stated in the Purchaser's Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Purchaser's Personnel as stated in the Purchaser's Requirements."

Article 4.18 Health and Safety of Personnel	4.18.1	Except as otherwise stated in the Purchaser's Requirements, the Contractor is obliged to protect workers and labors under the Labour Laws of Solomon Islands
Article 4.19 Contractor's Personnel	4.19.1	The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.
	4.19.2	The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who: a) persists in any misconduct or lack of care; b) carries out duties incompetently or negligently; c) fails to comply with any provision of the Contract; d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
	4.19.3	If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.
	4.19.4	In the case of replacement of Engineers and Key Personnel (if any), Clause 4.8.1 [Key Personnel] shall apply. Subject to the requirements in contract and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above.
	4.19.5	Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.
	4.19.6	If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer. This sub-clause applied as part of clause 4.11.

Article 4.20 Foreign Personnel	4.20.1	The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws.
	4.20.2	The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Purchaser will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
	4.20.3	The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
Article 4.21 Forced Labour	4.21.1	The Contractor, including its Subcontractors, shall not employ or engage forced Labour. Forced Labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory Labour, such as indentured Labour, bonded Labour or similar Labour-contracting arrangements.
Article 4.22 Child Labour	4.22.1	The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
	4.22.2	The Contractor, including its Subcontractors, shall not employ a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

5.0: FINANCIALS AND CONTRACT PAYMENTS

Article 5.1 Contract Prices	5.1.1	The Purchaser accepts the contractors bid price and shall be adopted as total contract sum. The contract price includes all materials, equipment, labour and other costs associated with the amount accepted as in offer letter issued to the contract. The Contract price shall be made reference as in payment schedule as in Contract Data
	5.1.2	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.
	5.1.3	The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the manner in which such an adjustment should be made.
	5.1.4	Milestones and progress reports shall guarantee payments in relation to payment scheduled confirming the payments to be made by Purchaser to the Contractor. This shall mean any payment request shall be made in reference to the Milestone progress and completion with regards to the amount (%) agreed by both parties stated in the payment schedule.
Article 5.2 Invoicing and Payment	5.2.1	The Contractor will invoice the Purchaser for the delivered Works at the agreed prices. The Contractor will send the invoice to the address specified by the Purchaser, stating the date and number of the Contract and other details requested by the Purchaser.
	5.2.2	The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Purchaser.

	5.2.3	The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Purchaser will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. If the Purchaser fails without good reason to pay Contractor's invoice within this period, it will be liable to pay the Contractor interest at the Lending Rate of the Central Bank of the Solomon Islands applicable on the date that payment was due.
	5.2.4	The Contractor is not entitled to the payment of interest unless the invoice in question satisfies the provisions of paragraph 1, The Purchaser has the right to offset invoice amounts owed against amounts that the Contractor owes the Purchaser.
	5.2.5	The Purchaser may withdraw retention payment from the Contractors milestone payments. At the Acceptance of the Works, 5% of the accumulated retention payments will be released to the Contractor and the remaining retention payment will be released after satisfactory performance during the Defects Liability Period.
	5.2.6	In case payment is subject SIG Tax law, all taxes applicable will be deducted from the invoice before payment.
Article 5.3 Mobilization and Advance Payments	5.3.1	If it has been agreed that, for the purpose of performing the Contract, the Purchaser should make an Advance Payment prior to the start of the Works as mobilization payment not more than 30 % of the total Contract Value.
	5.3.2	If it is agreed that the purchaser requires bank guarantee for advance payment, Contractor will issue the Purchaser with an Advance Payment bank guarantee in advance of making the payment to the Contractor. This Advance Payment bank guarantee issued by the Contractor will cover the value of the Advance Payment.

		The Purchaser is not required to pay any of the cost of the guarantee.
	5.3.3	The Purchaser may allow the Contractor to claim Milestone payments and allow an offset of the Advance Payment to the milestone payments.
Article 5.4 Payment to nominated Sub Contractors		Subcontractors shall be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under this sub-Clause.
Article 5.5: Release of Retention Money	5.5.1	Upon accepting Taking-Over Certificate which has been issued for the Works, the first half of the Retention Money will then be released by Purchaser after certification for payment by the Engineer.
	5.5.2	On receipt by the Purchaser of the required guarantee, the Engineer shall certify and the Purchaser shall pay the second half (final) of the Retention Money after fully satisfied with rectifications of defects.
	5.5.3	Upon releasing of the Final half of the retention money, The Purchaser shall return the contract performance guarantee to the Contractor within 21 days after receiving a copy of the completion of Defects Liability Period Certificate.

6.0: NON-PERFORMANCE AND PENALTIES

Article 6.1 Penalty for non-conformity

6.1.1 If the Works has not been delivered within the time limit agreed, the Contractor will owe the Purchaser an immediately payable penalty of 0.1% of the price of the Works in question for every day the failure persists, subject to a maximum of 5% of that price. If Delivery has become permanently impossible for reasons other than force majeure, both parties should discuss an amicable settlement advantageous to both parties.

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

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

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

Article 6.2 Non-performance

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

6.2.2 If, after receiving a written demand from the Purchaser, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph 1, the Purchaser has the right, without prior recourse to the Courts, to choose between:

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

6.2.3 The provisions of paragraphs 1 and 2 do not affect other rights and claims that the Purchaser may derive from non-performance.

Article 6.3 Termination

6.3.1 In the event that the contractor breaches performance requirements or if the purchaser deemed that the contractor is not performing, the purchaser may terminate the Contract by giving notice to the Contractor, with a copy to the Engineer, such termination to take effect 28 days after the giving of the notice.

Article 6.4 Contractor's Obligations after Termination

6.4 Upon termination of the contract by the Purchaser, the contractor is required within time specified in termination notice to;

a) deliver to the Engineer all Supplied Materials and/or Employer's Equipment made available to the Contractor in Supplied materials and Equipment and
b) Remove all other Goods from the Site, except as necessary for safety, and leave the Site.

Article 6.5 Liability

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

6.5.2 A party who fails to meet its obligations shall indemnifies the other party against any third-party claims for damages resulting from a failure as referred to in paragraph 1 above.

Article 6.6 Force majeure

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

a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Purchaser has the right to dissolve the Contract within 30 days' notice to the Contractor in writing and pay any undue amount owing to the Contractor for completed works.

6.6.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Purchaser and the Purchaser has the right to dissolve the

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

6.6.3 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.

6.6.4 Force Majeure is any event understood to include such as but not limited to

a) A declaration of war
b) Disease or endemic or pandemic
c) Natural disasters, hurricane, and earthquakes or other natural causes that fall or described by "Act of God" or any catastrophic events that prevents the Contract from performing their Contractual obligations.

Article 6.7 Contract Dissolution

6.7.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court in writing by registered mail with 30 days' notice with other party to pay any amount owed to the other Party is in default or compliance is temporarily or permanently impossible.

6.7.2 In the event of force majeure, the Purchaser has the right to dissolve the Contract in accordance with foregoing sub-clause 6.6.1 provisions of Contract.

6.7.3 If the Contract is dissolved, either party shall pay any undue amount owing to the other party. If the Contract is partially dissolved, either party is obliged to repay only the amount relating to the dissolved part.

Article 6.8 Retention of right to demand compliance

6.8.1 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.

7.0: MISCELLENOUSE CONDITIONS OF THE CONTRACT

Article 7.1 Documentation	7.1.1	The Contractor will provide the Purchaser with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
	7.1.2	The Purchaser has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
	7.1.3	The Contractor indemnifies the Purchaser against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.
Article 7.2 Alcoholic Liquor or Drugs	7.2.1	The Contractor shall not, otherwise than in accordance with the Laws of the Solomon Islands, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
	7.2.1	The contractor shall not use, store, dispose or barter other locally produced drugs or traditional used drugs such as betel nuts and other locally illegal produced liquor or Marijuana.
Article 7.3 Arms and Ammunition	7.3.1	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
Article 7.4 Festivals and Religious Customs	7.4.1	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
Article 7.5 Assignment of rights and obligations under the Contract:	7.5.1	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.

		Paragraph 1 does not apply to the establishment of limited rights, such as the right of pledge.
Article 7.6 **Insurance:**	7.6.1	The Contractor has taken out and will retain adequate insurance cover for business related liability, including Public liability, Workmen's Compensation and insurance covering machineries and other equipment as identified in the Particular Conditions (Contract Data) for the project implementation period stated in Particular Condition (Contract data).
	7.6.2	At the Purchaser's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Purchaser's prior written consent. The Contractor has no right to change the insured sum to the Purchaser's disadvantage without the Purchaser's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and are stated below,
	7.6.3	a) The **Public Liability** mean that the contractor shall make insurance for all other public parties affected or to be affected if any during the construction works. The cover for public shall also include Environmental and social responsibilities specified herein. b) **Workmanship Insurance**- mean the contractor shall make insurance cover for team of construction workers to include, engineers and other people who may part of the construction works. c) Insurance for **Construction equipment** is required to ensure the Purchaser is safe guarded of any risks used on site which

		will include, heavy machineries, cranes and other machines as may be certified for use in this purpose.
	7.6.4	For the purpose of this subclause (7.6) and in the event that the contractor is in default of **Public Liability,** any insurance proceeds paid directly by the insurer to the Purchaser will be deducted from the amount of compensation the Contractor is required to pay to the Purchaser in respect of the insured event.
	7.6.5	Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Purchaser, without prejudice to the Purchaser's right to notify the insurer itself
Article 7.7 Bribery and conflicts of interest	7.7.1	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.
	7.7.2	If it transpires that one of the Purchaser's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Purchaser was not informed of this prior to the signing of the Contract, the Purchaser may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.
Article 7.8 Invalidity	7.8.1	If one or more provisions of these General Contract Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make alternative arrangements. The alternative

		arrangements must not undermine the purport of these General Conditions for the Execution of Works or the Contract.
Article 7.9 Follow-up order	7.9.1	The Contract does not entitle the Contractor to any follow-up orders.
Article 7.10 Long-term obligations	7.10.1	Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. They include the provisions on: guarantee (article 4), confidentiality (article 8), non-performance (article 13), liability (article 14), termination (article 16.4), documentation (article 18), assignment of insurance proceeds (article 20.3), and disputes and applicable law (article 25).
Article 7.11 Disputes and applicable law	7.11.1	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. The Contract is governed by the laws of the Solomon Islands.
Article 7.12 Constitution of the Dispute Adjudicator Panel	7.12.1	The Dispute resolution laws of Solomon Islands shall prevail in case of dispute related to the contract, either dispute is between the contractor and purchaser or contractor and its personnel." a) Failure to Appoint Dispute Adjudicator Member (s) Failure to appoint adjudicator by either party shall mean the purchaser may enforce under its discretion any action deemed appropriate to settle the dispute. b) If the contract is with foreign contractors, unless otherwise specified in the Contract; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. c) The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be

		conducted in the ruling language defined in Sub-Clause 7.12.1. d) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Purchaser's country.
Article 7.1 Final provisions	7.13.1	Any chanes from this Contract are binding only if they have been expressly agreed by the Parties in writing. 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.
Article 7.14 Right of Access after Taking Over	7.14.1	Whenever, until the date 28 days after issue of the taking over Certificate, the Contractor intends to access any part of the Works site.

PART IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is made reference to the Contractors milestones and claims. If there is any inconsistencies of milestones claims from the contractor, this milestones and payment schedule stated herein supersedes such contractor's claims.

		CONTRACT VALUE	SBD $6,188,065.20
PAYMENT NUMBER	**MILESTONE DESCRIPTION**	**AMOUNT CLAIMED**	**PAYABLE AMOUNT**
Payment No.1	Mobilization (30%) Shall be made prior to commencement of works at the project site.	$1,856,419.56	$1,856,419.56
Payment No. 2	30% payment shall be made upon completion of all works for concrete and steel sub/super-structures as in the Contractor's work schedule.	$1,856,419.56	$1,856,419.56
Payment No.3	20% payment shall be made upon completion of Roof works, paintings, electrical works, finishing works such installations where required as stated in Contractor's work schedule.	$1,237,613.04	$1,237,613.04
Payment No 4	15% payment shall be made upon Completion of all works and issuance of practical completion by the project Manager on behalf of National Hosting Authority and demobilize from site.	$928,209.78	$928,209.78
Payment No 4	5% Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after three months of practical completion.	$309,403.26	$309,403.26
			$6,188,065.20

PART V: ANNEXESS- CONTRACTOR'S

REQUIRED LEGAL DOCUMENTS FORMING PART OF CONTRACT

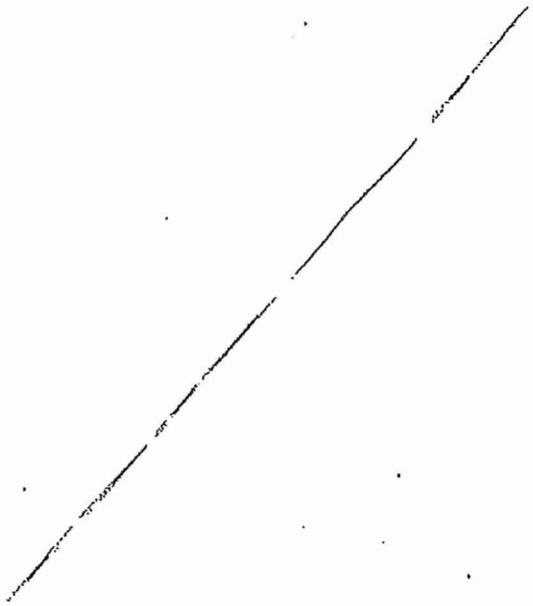
ANNEX 1: CONTRACTOR'S TENDER FORM

ANNEX 2: PERFORMANCE SECURING DECLARATION

ANNEX 3: LETTER OF AWARD

ANNEX 4: DRAWINGS & BUILDING DESIGN, SITE PLAN LAY OUT

ANNEX 5: TENDER BID PRICE SUMMARY & PRICED BILLS OF QUANTITIES



ANNEX 6: CONTRACTORS REVISED PROJECT SCHEDULE, (GANTT CHART)

ANNEX 7: INSURANCES/WORKERS COMPENSATION/PUBLIC LIABILITY/EQUIPMENT

SECTION V. SCHEDULE OF REQUIREMENTS

1: Introduction:

The National Hosting Authority through the Project Management Unit (PMU) is seeking to engage eligible Contractors to supply and install construction materials for the Kukum Multipurpose Hall project, in preparation for the Pacific Games 2023.

2: Scope of Works:

The scope of work is to cover the following task and works required for the supply and installation of the construction materials for the proposed whiteriver Multipurpose Hall project at the HCC Kukum field area. The selected Contractor is required under the terms and conditions of the contract to take into consideration the existing environment, risks, and other community properties around the proposed site when supplying and installing the construction materials. In lieu of the construction phase, the contractor shall construct the Multipurpose Hall taking into consideration the following works requirements:

The sub-structure and super-structure shall conform to the AS/NZS codes specification for a Steel – RC foundation structure, by which the strength of the building shall cater for the dynamic and static loads identified in the provided Structural Analysis report.

The concrete strength range shall be between 20-30 MPa (unless described otherwise) for various sub-structure components with proper mesh, pouring, curing, and finishing.

3: Required Supply of Construction Materials

Materials Required shall be for concrete works, blockworks, steel reinforcements, structural steel works, roofing, and plumbing works as stated in the materials list attachment. Suppliers to include specifications and unit rates at their own format. Any format can be accepted as long as specification and rates conform to the requirement. Materials specification shall conform to AS/NZS of which such shall fulfil the structure and complete output thereof.

4: Construction Works Requirement:

4.1: General Excavation and site Clearance: Excavation is required prior to all foundation and structural works, this includes clearance of the site to sizeable work, cut to design level (DL), and site establishment purposes.

4.2: Excavation and construction of v-shaped drainage: As required, excavation of V-shaped drainage around the structure shall conform to the standard outlined in the detailed design drawings. Drainage works shall ensure it accounts for rooftop catchment and the nearby hillside runoff.

4.3: Excavation of retaining-wall and building foundation: As required, excavation of the retaing-wall and building foundation shall conform to the requirements outlined in the detailed design drawings and to AS/NZS .

Construction of building: Construction of the building's substructure and superstructure is required as per designs and drawings, contractor shall ensure all superstructures conform to the designs and drawing requirements. Contractor must make sure all supplied pre-fabricated steelworks are certified prior to supply and installation works.

1. Site Location

HCC Whiteriver Field vicinity, (see attached map. The proposed building is marked in the blue rectangle).

Figure 1. Proposed project site

2. Drawings & Concept Designs

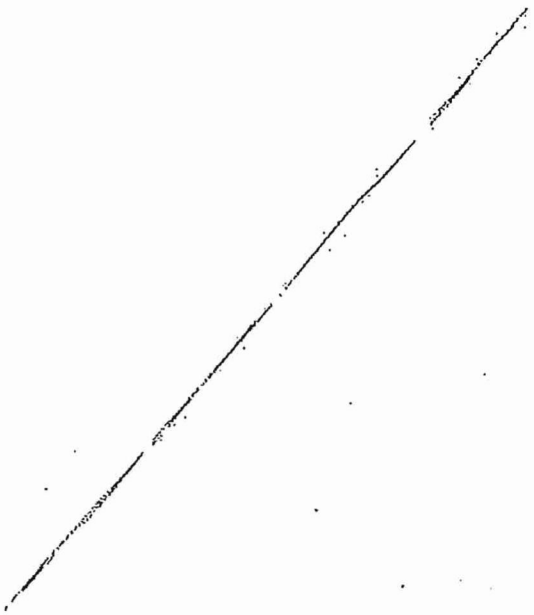
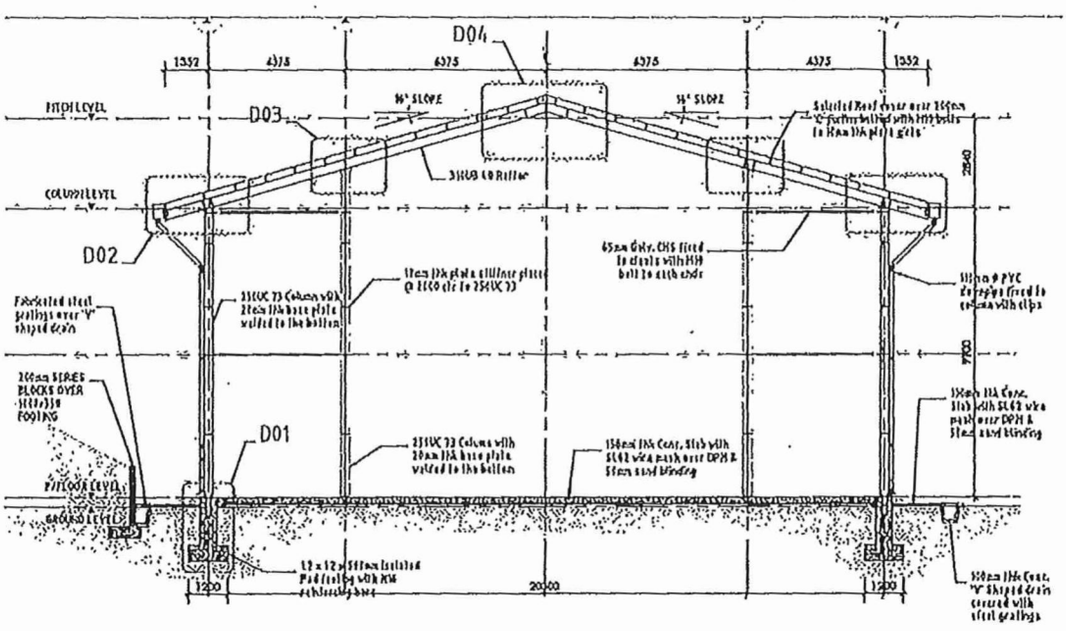


Figure 2


D04
D03
D02
D01
1352
4375
6375
6375
4375
1352
HIGH LEVEL
COLUMN LEVEL
FINISH LEVEL
GROUND LEVEL
1200
20000
1200

SECTION VI: GENERATION WORKS REQUIREMENTS

Preliminary & General

The Contractor will be responsible for the following:

- Provision of all material and labor on site.
- High quality of workmanship and finishes by appropriately qualified personnel.
- Maintenance of site access and site storage.
- Provision of all temporary site service including, but not limited to; water, electricity, site sanitation etc.
- Protection of all works.
- Provision of site office and site storage to suit the Contractor's personnel needs.
- Connection of all permanent services to the works.
- Site cleanliness and tidiness for maintenance of safety and environment.

Health and Safety

The Contractor is to ensure safety of all personnel and the public whilst on site. It is mandatory for the Contractor to submit a Work Safe Method Statement before commencing any works on site. The Work Safe Method Statement is to be reviewed and approved by the Employer. To a minimum the following criteria must be met;

General safety requirements

The contractor must put controls in place to eliminate, isolate or minimize all hazards. General hazards include;

- General public
- Heavy plant (trucks reversing, excavators)
- Deep excavations
- Falling objects
- Hot works
- Working at height

Personal Protective Equipment (PPE)

Contractors personnel or any visitor on site must comply, at a minimum, with the following;

Safety boots/ Footwear	Steel cap boots to be worn at all times
High Visibility (HV) Clothing	HV jacket or vest to be worn at all times.
Head Protection	Hard hat to be worn when working under falling hazards (cranes, scaffolding, double storey structure)
Hearing Protection	Hearing protection is to be used when operating or in the vicinity of noisy equipment.

Specific Safety Requirements

The contractor must, to a minimum, comply with the following:

Equipment	The Contractor is to nominate the equipment to be used on site. A detailed equipment list is to be submitted as part of the Contractors tender submission. All equipment is to be in safe and working order and must all have current licenses where appropriate. Vehicles are to be operated by qualified or adequately trained personnel.
Ladders	Must be available on site and in good condition and fit for industrial use.
Scaffold	Must be in good condition and adequately assembled by trained personnel
Power Tools	Tools on site must be serviced, in good condition and adequate for the task/job carried out.
Electricity	Any works that involve the use of electricity, including temporary power during works, is to be carried out be a suitably trained and certified electrician.
Fencing	Contractor is to separate construction area from general public areas using fencing or barrier tape. The site should be a distinct isolated work area. All hazards such as open excavation also need to be clearly marked or fenced.
Signage	Contractor to erect appropriate warning signage at work site. A project signboard is to be installed at the site entry at the commencement of works. Project sign board needs to be approved by Employer's representative prior to erection.
Storage	Materials are to be stored in an appropriate and safe manner, and in accordance with any relevant material safety data sheet (MSDS).
Waste	All waste is to be collected and moved to a location identified and approved by Employer's representative as a waste disposal area.
Ablution	The Contractor should provide adequate ablutions for all personnel or visitors on site. Ablutions must be cleaned on a regular basis to maintain adequate hygiene standards.
Access	Site must have a designated entry and exit point. The entry and exit point should be clearly signed and located to provide minimal disruption to the public.
Authorised Personnel	Only authorised personnel allowed on site – appropriate signage must be in place to communicate this.
Evacuation Plan	An emergency evacuation and management plan must be in place and made known to all on site.

Fire fighting	Fire extinguishers must always be available on site and positioned in areas for ease of access in emergency.
First Aid	A first aid kit must always be available on site. The Contractor is to ensure that at least two of the Contractor's personnel on site at any time are adequately trained and certified in First Aid.
Emergency Response	Emergency response (Police, Ambulance, Fire Brigade) numbers must be available and displayed on site in event of an emergency.
Drug & Alcohol	No smoking, alcohol consumption or chewing of betel nut is permitted by the Contractor or staff. No illicit drug of any type are to be present or in use on site.
Child Protection	Children are not allowed on site at any time and no worker is ever to accompany a child on site without the expressed approval of the Employer's representative

Quality

The Contractor is to ensure a Quality Management System (QMS) is maintained throughout the duration of the Works. To a minimum the QMS must ensure the following is maintained.

- Quality management plan.
- Quality management records (testing records, compliance certificates).
- Internal quality audits.
- Non conformance and corrective actions list.

The Contractor must present the QMS and Quality management plan to the Employer's representative for approval before the Works can commence.

Environment

Environmental measures for the project are to include:

- All waste is to be removed from site and disposed of as per Local Authority requirements.
- No waste is to be burnt on site.
- Protective measures must in place to ensure that no run off from the site goes into nearby waterways.
- Any spill of chemicals, diesels or hazardous materials are cleaned up immediately. All hazardous materials are stored in a safe place and in a way that spillage will not harm the environment.

Project Administration

Authorised Representative	The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English.
Pre – Start Meeting	A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities.

Project Meetings	Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor.
Project Reporting	The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum: • Project progress and timeline update • Key issues and blockages • Pending approvals • Safety summary • Quality summary • Equipment summary • Staff records • Photographic records • Project Finance update
Payment Claims	Payment Claims are to be presented to the Employer's Representative /Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment.
Work Hours	Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the Contractor and approval provided by the Employer's representative.

EXCAVATION

Clearing and Grubbing

Clearing and grubbing operations shall be carried out in the following areas as relevant:

- Areas where general earthworks are to be constructed, plus a margin of 3m or to property boundaries; whichever is the lesser.
- Areas specified for visibility.
- Other areas as indicated on the drawings.

Materials that comply with the requirements specified may be used in the Works, otherwise the material shall be removed from the Site or if approved, be disposed within the Site.

Excavation Dewatering

Allow to drain all foundation excavations to special low level sumps, located away from the permanent works. Excavation shall remain dry for duration of the work, and prior to placing of hard fill or site concrete. Prevent all water flow over freshly laid work.

Backfilling

Bring all filling on to the site unless it can be provided from soil recovered from the site. Filling shall be sound material, free of perishable material or any material that will not form stable fill.

2.4: Consolidation

Backfill around all foundations with approved backfill material and compact by approved mechanical means.

2.5: Backfilling for Specific Structures

Under floor slabs on fill provide 150mm minimum thickness of approved crushed coral fill, blinded with a 50mm layer of sand or similar approved fine material so as to produce a surface which will not damage the damp proof membrane overlay.

3: CONCRETE WORK REQUIREMNTS

Materials

General: Unless otherwise stated all concrete shall be composed of portland cement, fine aggregate, coarse aggregate, approved additives and water, proportioned and mixed as detailed in this Specification. All such materials shall conform with the requirements of this Specification.

Basic required equipment needed prior to concrete mixing:

- A concrete mixer (if not accessible, a bucket, wheelbarrow & shovel)
- Cement bags, aggregate, sand & water
- A vibrating rod (essential for large surface areas, a steel rod is applicable for smaller surface areas)
- A slump cone (accessible from qualified persons who can be engaged to do the slump test)
- Power trowelling machine (essential in both urban & rural sites)

Storage & Care:
Cement must be stored properly, to prevent it from setting (hardening) or become in contact with moisture from the air before it is used.

Storing in a shed:

- Make sure that the shed or room is water-tight and has a sound, dry floor.
- If the floor is not dry, make a platform out of boards set on blocks and timber to raise the bags off the ground
- Stack the bags closely together to keep out air and away from the walls so that they are not in contact with any dampness on the walls.
- In very large sheds it is better to cover the bags with plastic sheeting to keep out damp air, especially during the rainy season.
- Check the bags from time to time for termites: these may damage the bags and with them the cement.
- Check also the roof doesn't leak and that the walls are waterproof.

Storing on Site:

Bags at site should be stored on a dry, wooden platform, raised about 35cms from ground level. Keep the stocks to a minimum – preferably just the quantity of bags required for day's consumption. Cover the stored bags with a plastic sheet. The sheeting should be properly overlapped to keep out rain. Such temporary storage at site should be avoided during monsoon periods.

Cement absorbs moisture during storage and will therefore lose strength. Lumps of cement powder will form that should not be included in the mix.

Storage Period:	3 months	6 months	12 months	24 months
Loss of Strength:	20%	30%	40%	50%

Water: Water shall be clean and free from matter injurious to concrete reinforcing bars, prestressing bars and strands and any other embedded items. Injurious materials include acids, alkalis, salts, sugars, organic materials and oils.

Aggregate: Coral aggregates shall be washed with potable water to remove any salts. The maximum nominal size of aggregate shall be 20mm.
Fine aggregate shall be sand, clean and free from detrimental matter and salts.
Coarse aggregate shall be clean and free from dust and salts. Individual pieces shall be roughly cubicle and aggregate containing an excess of flake shaped stones will not be approved.

Mortar: Mortar consists of the body or aggregate, which is fine sand; and the binding material, which is cement mixed thoroughly with water. Mortar is used to bed blocks as well as for plastering. A good mortar should be easy to use and should harden fast enough that it does not cause delays in the construction. It must be strong enough, long lasting and weatherproof.

For masonry and plastering:
The total volume of mortar is equal to the volume of sand in the mix because the cement mixes with water to fill the voids between the sand particles. Obviously the more cement there is between in the voids gives a stronger mortar. The amount of sand is therefore said to be 100% of the volume and a 1:4 mix requires 100%sand and 25% cement, also a 1:3 mix requires 100% sand and 33% cement.

	By weight or volume Cement:Sand	Amount for 1m³ of Mortar Cement(m³)	Sand(m³)
Ordinary	1:4	0.25	1
Reinforced Brick Roof Slabs	1:3	0.33	1
Spatterdash (1st coat plaster)	1:4	0.25	1
Rough Plaster (2nd)	1:3	0.33	1
Final Plaster	1:2	0.50	1
Grout	1:1-1:11/2	1-2/3	1

Cement mortar: This sets quickly and develops great strength. It is used in proportions of one cement to three parts sand (1:3), which makes quite a strong and workable mix; down to a 1:2 mix, a lean mix which will be rather harsh and difficult to use.

Performance requirements for concrete

General: Unless shown otherwise on the structural drawings, all concrete shall have the following minimum 28 days compressive strength slump and cement content, irrespective of coarse aggregate used in the mix.

Item	Strength	Slump(mm)	Min Cement Content (Kg/m3)
Blinding or site screed	10Mpa	120	n.a.
Backfill below footings and beams	15MPa	120	n.a

Structural Concrete (footings, beams & slabs)	25MPa	80	360
External Paving	25MPa	80	360
Grout to blockwork	17.5MPa	230	320

Concrete Testing.

All concrete testing procedures shall be done by an experienced builder or certified person with adequate knowledge of how to carry out the tests. This includes the Slump Test.

Curing Concrete

Once finishing is completed the exposed concrete surfaces shall be kept constantly in a damp or wet condition by an approved method such as being covered with a plastic membrane held in place by sand, or other satisfactory method. Joints should be adequately lapped to prevent escape of moisture.

4: REINFORCEMENT

Material:
All reinforcing steel shall be free from loose scale, loose rust, grease, oil or other material deleterious to the adhesion of concrete to the steel. Steel shall be stored off the ground to the satisfaction of the site supervisor.

Types of Steel bars:
There are two types of reinforcement steel bars, circular bars and ribbed steel bars.

Circular steel bars are round, smooth bars available in diameters ranging from 5mm to 28mm. The four sizes most often used in rural buildings have diameter of 6mm, 10mm, 12mm and 18mm.

Ribbed steel bars are available in diameters ranging from 6mm to 40mm, if the bar is cross ribbed. For obliquely ribbed bars, the diameters range from 6mm to 28mm.

Storage & Care:
The following method shows how to properly store reinforcement bars:

1. Place the steel bars on top of wooden palates or some other sort of raised surface if it is kept in an area with soft ground. Storing them in this manner will protect the bars from groundwater, which can cause corrosion over time.
2. Cover the bars with a thick protective tarp.
3. Secure the tarp by placing heavy cinder blocks on the tarp's corners and edges. Exposure to the elements can corrode the bars over time and jeopardize their efficiency.

NB: If the concrete foundation of the building is already built, keep the beams stored there for extra protection.

Fixing: Reinforcing steel shall be placed as shown on the drawings and wired at all points where the bars cross so that there shall be no movement of the steel during placing of the concrete

Welding:

Welding of reinforcement steel shall only performed in locations approved by the site supervisor.
Laps to reinforcing bars shall be 40 diameters unless otherwise noted.
Mesh laps shall be as indicated in the following table:

Standard Fabric Numbers	End Crosswire Spacing (mm)	Lap Overlap on Site (mm)	Side Longitudinal Wire Spacing (mm)	Lap Overlap on Site (mm)
F1218 to F718	200	425	100	125
F81 to F41	100	225	100	125
F102 to F42	200	425	200	225
F11TM to F8TM	300	500	not required	not required

Bottom reinforcing shall be supported on plastic chairs. If not available, 50 diameter uPVC pipe or similar shall be cut at same lengths and placed at equal spacings. Lumps of coral, broken concrete or block will not be accepted.

All reinforcement shall be adequately supported such that movement of the shell is limited to a minimum. Chairs shall be spaced at a maximum spacing of 1200mm both ways.

FORMWORKS REQUIREMENTS

Side forms may be striped 24 hours after the concrete has been poured, provided that the surfaces exposed are immediately sprayed with an approved curing oil.

Bottom forms shall remain in place for 14 days after pouring or otherwise as directed by the Superintendent.

Supply of Concrete

Ready Mix

Approval of Source:
All concrete supplied for any Contract shall preferably be ready mixed concrete. Ready mixed concrete is quite ideal for urban sites where transportation and access to a recommended supplier is readily available.

Batching and Mixing:
Records of batching shall be kept at the mixing site showing weights of the various components of the mix, results of testing carried out to determine the in situ water content of the aggregate prior to mixing, and quantity of cement added.

Concrete Mixtures
Note: Site mixed concrete shall still meet the minimum cement contents given above. (The ratios shown below in Table 1 & 2 is Cement : Sand : Aggregate. For eg. 1:2:4 mix means the amount of cement is 100% of the volume, Sand is 50% and Aggregates is 25%).

TABLE 1 (Concrete Mix by Weight)		
A	1:1½:3 - (32Mpa)	High structural strength concrete for thin reinforced walls, slender reinforced columns, fence posts, heavy-duty floors, driveways, paths and kerb and gutters in parking areas.
B	1:2:4 - (25Mpa)	Commonly adopted mixture for footings, reinforced concrete footing, beams and internal floor slabs.

TABLE 2 (Concrete Mix by Volume)				
Mixture Nominal Proportion	Cement (40 Kg bags)	Sand m^3	Gravel m^3	Water Litres per bag Cement
A 1:1½:3	8	½	1	20
B 1:2:4	6	½	1	20

Note: If to keep costs down by using more sand, reinforced concrete should never contain less than 270kg of cement (about 0.19m^3) per 1m^3.

Aggregate Size:
20mm maximum size aggregate is suitable for most jobs. A mix of 10 & 20mm size aggregate will be a perfect combination to achieve a denser mix.

Compaction:
All concrete shall be compacted using suitably sized immersion vibrators. For larger projects as in the case of strip footings or floor slabs where there is a bigger surface area it is more ideal to use an immersed vibrator as vibrating fresh concrete helps get rid of unwanted trapped air pockets and to also helps fill all voids.

STEEL AND METALWORKS REQUIREMENTS

Materials

Supply members straight smooth and uniform, free of loose rust, scale, pitchings, cracks or other flaws.
All steel metal work shall be galvanised especially in sites where in close proximity to the coastal front to avoid the effect of rusting on the material(s).

Storage & Care (On Site):
See section 4.6 under concrete works reinforcement.
Note: All steel and metal work should be galvanised coated so that during long periods of storage the material is not damaged from rust before it is used on site.

- Structural steel, posts and other large heavy members should be stacked above ground level on a timber rack and blocked either sides to prevent spreading or tilting.
- For smaller structural steel members it would be ideal to store them safely in containers or bins elevated from the ground so to keep them dry from the rain and excessive heat from the sun.

Fabrication

General:
Keep on-site operations to a minimum. All steel shall be new and each member shall be free from any butt-welded or other form of splice for the full length between joints shown in or indicated by the drawings unless such splice shall have been shown in the approved shop drawings and/or approved in writing.

Clamps, magnets, holding devices or other setting-up fixtures shall be used in assembling structural members in order to avoid tack welding whenever practicable.

Connections: Make meeting faces of members tight, and edges of members free of gouges and burns. Drill holes and shop fix cleats, lugs, ties and other fixings necessary before applying protective coatings.

Plates: Finish exposed beam and column ends with full width plates, UOS (unless otherwise shown).

Camber: Fabricate beams with any natural camber facing upwards.

Tubular and Other Hollow Members: Where tubular members are to be galvanised, the ends of such members will be sealed by the specific connection detail. To avoid explosive expansion during galvanising, vent holes may be drilled. The vent holes will be 16 diameter and threaded, and latter plugged with 16 diameter galvanised bolt with silicon sealant under the head.

Fastenings

Standards: These include commercial mild steel bolts and nuts fitted with appropriate washers to conform high strength bolts, nuts and washers. All fasteners to be galvanised coated to ensure prevention from rusting.

Length: Use bolts of sufficient length to prevent any threaded portion of the bolt being within the thickness of the parts bolted together. Project thread of bolt at least one thread through nut but not more than 12mm of the threaded part of the bolt is exposed beyond the nut after the nut has been tightened.

Welding

General: Perform work by and under the supervision of persons qualified. Grind all welds smooth. All welds to be Category SP, which includes Spot welding and Pattern welding. Other common types of welding done on site would be: Seam welding, Butt welding, Flash welding, Plasma welding and Arc welding.

Surface Cleaning Prior to Welding: Surfaces to be welded shall be free from loose scale, slag, rust, grease, paint and other foreign materials. Surfaces need not be cleaned of Zinc Silicate primer if present prior to welding.

Site Welding: Use of site welds shall be permitted ONLY on steelwork which is fully built in (enclosed from view) in the finished building. Written approval of site welding shall be obtained. Steelwork approved for site welding shall be power wire brushed and given 2 coats of cold-galvanising paint within 2 hours of welding, e.g. DULUX ZINC GALV HS.

Finishes

Painting: After fabrication, all steel shall be cleaned and protective coated in accordance with the procedures specified.

Coatings Application: All coatings shall be applied to a uniform thickness free from runs and sags and shall be allowed to dry in accordance with Specification.

Thinners: Both prime coat and top coat may be thinned, if necessary, with approximately 10% of the appropriate thinner as recommended by the paint manufacturer.

Protective Coating: Apply protective coatings to clean and dry surfaces as soon as possible after the surface preparation and before any surface deterioration.

Galvanising

All external steelworks shall be hot dip galvanised.

Surface preparation prior to galvanising shall be in accordance with the finishes section immediately above.

CONCRETE MASONRY BLOCKWORK

Blocks

Concrete blocks shall be of size stated in drawings and shall be Class A Quality. It should have a minimum compressive strength of 12Mpa at 14 days. Compressive Test results shall be provided for every delivery of blocks obtained from a new batch/run. Compressive tests of concrete blocks should be done by a certified qualified person with substantial knowledge of its procedures.

Storage & Care (On-site):

- Store concrete blocks in a dry sheltered area away from the rain and sun.
- Always stockpile the blocks in a raised platform to prevent the absorption of ground moisture.
- Never allow the blocks to get wet before you lay them. Excess moisture in blocks may cause block to shrink and loose its strength.
- At the end of the workday, cover the stockpile of blocks with a waterproof plastic sheeting to protect them from the rain.

Protection of Concrete Units

Until such times as they are laid, the units shall be protected from the weather to ensure that the moisture content does not increase.

Grouting of Vertical Cells & Bond Beams

All masonry cells and grout spaces must be grouted with grout consisting of cement, sand, aggregate and water. The mix ratio shall be for grout to develop a compressive strength of 17.5 MPa at 28 days after pouring.

Mortar

Mortar for masonry must consist of 1 part of cement, 3 parts of sand and sufficient water. It should also contain hydrated lime, or a suitable admixture, to improve workability.

Reinforcing Steel – Masonry Blockwork

Reinforcing steel shall be deformed steel grade 275 mild steel bars, lapped 40 x the diameter of the bar.

PAINTING REQUIREMENTS

General

The work required under this section consists of all labour, material and equipment necessary to furnish and apply paint and other coverage to all surfaces (unless otherwise noted) in accordance with the drawings, specification and schedule herein.

General Requirements

Combinations

Do not combine paints from different manufacturers in a paint system. For clear timber finish systems, use only the combinations of putty, stain and sealer recommended by the manufacturer of the top coats.

Delivery:	Deliver paints to the site in the manufacturer's labelled containers
Tinting:	Use only products which are colour tinted by the manufacturer or supplier.
Putty:	Oil-based or polymeric based. Putty for timber finishes: Lacquer or water based, or 2K inert putty. Do not use oil based or glazing putty.
Spraying:	All paint shall be applied by brush or roller. The use of spray equipment is not permitted without prior written approval from the site supervisor.
Adulteration of Paint:	Where paint supplied by the manufacturers is found to be adulterated in any way whatsoever, the Contractor/local builder must replace such defective paint with a new batch whether such defective paint is the subject of a warranty claim against the manufacturers or not.
Drying Times:	The contractor shall allow the following minimum drying times for paints: Undercoats: 24 hours prior to enameled finishing coat being applied. Enamel: 24 hours prior to the application of the second coat.
Number of Coats:	Unless specified as one coat or two coat systems, each paint system consists of not less than three coats. Provide additional coats if necessary to: prepare porous or reactive substrates with prime or seal coats consistent with the manufacturer's recommendations; achieve the total film thickness or texture; or achieve a satisfactory non-transparency.
Anti-Fungal:	NOTE: All acrylic paints to have anti-fungal compound included.
Inspections:	Give two (2) working day's notice so that inspection of work may be made at the following stages: (a) completion of preparation of surfaces (b) after application of sealer coat (c) after application of undercoat (d) after application of each subsequent coat

Priming Before Fixing:

Apply one coat of wood primer (including end grain) to the back of external fascia boards, timber door and window frames, bottoms of external doors, associated trims and glazing beads before fixing in position.

Paint Application
Apply the first coat immediately after substrate preparation and before contamination of the substrate can occur. Ensure each coat of paint or clear finish is uniform in colour, gloss, thickness and texture, and free of runs, sags, blisters, or other discontinuity.

All paint is to be applied by brush or roller. Where paint is applied by brush it is to be laid off so that no brush marks show.

Repair of Galvanising
Where galvanised surfaces have been subsequently welded, prime the affected area with zinc rich organic binder.

Previously Painted Wall and Ceiling Surfaces
Previously painted surfaces will be prepared by washing down using a detergent solution such as Sugar Soap or "tricleanium" to remove all dirt and grease prior to minor stripping, stopping and repainting.

Concrete Surfaces
Concrete surfaces shall be sealed with two coat of an approved acrylic (water based) sealer as directed then 2 coats of finishing coat.

Gloss Level and Color Scheme
The colour scheme shall be "ADB" blue

Provide paints as follows:

I) Externally		
Element	Paint System	Colour
Timber doors, including lower and top edges; sills, spandrels mullions, door frames, timber doors etc exposed, structural elements, barge boards, lattice, free standing posts, fascias expose roof overhang framing and supports members, gable linings, gable vents, finial and support, metal roof brackets where exposed	Apply 1 coat pink primer, 1 coat undercoat and two coats exterior gloss enamel. Prime concealed laps as stated in Section CARPENTER	(as specified in drawings)
Ceilings	1 Coat Anti-Fungus Plywood overall sealer, 2 coats Anti-fungus satin acrylic	(as specified in drawings)
Blockwork, concrete	3 coats acrylic semi gloss	(as specified in drawings)
Steelwork	2 coats of metal gloss enamel over the primer	(as specified in drawings)
II) Internally		
Rear of sills, mullions, frames, external doors, internal doors, including top and bottom edges, skirting	1 coats acrylic primer and 2 coats interior acrylic full gloss	(as specified in drawings)
Blockwork and concrete walls	3 coats acrylic satin	(as specified in drawings)
Plywood, Joinery	3 coats Polyurethane semi gloss	(as specified in drawings)
Repaired Concrete Floors	2 coats 2 pack epoxy	(as specified in drawings)
Steelwork	2 coats of metal gloss enamel over the primer	(as specified in drawings)

NOTE: The discharge of toxic fluids and other wastes, etc, into the sewerage or drainage system, is strictly prohibited.

Paint Type
All paint products shall be Taubmans, Dulux, Luxury or an equivalent quality product approved by the site supervisor.

SECTION VII. BILLS OF QUANTITIES

Shown are the sample material list, bidders shall include all construction materials and rates, this includes all concrete, blockwork, steel reinforcement, structural steel, roofing and plumbing .

Sample materials are included; suppliers shall include other materials for this purpose. Bidders shall ensure inclusion of all materials for the glazing works for windows and doors for the project.

Rates shall include transport, profit and taking into consideration the tax obligations of Solomon Islands government.

SECTION VIII: DRAWINGS AND DESIGNS

Bidders shall refer to the drawings attached for referencing and costings.