NHA-DFAT FUND

PN General Construction
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 12/04/2023

Payment Number: AGG02857

Payment Amount: $8,578.08

Variation No.01- for Plumbing work- KGVI school-Building 11 & 12.

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
Variation No .01	00000972	31/03/2023	$8,578.08	$0.00	$0.00	$8,578.08

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Posted
Date / Time:	12/04/2023 11:55
Transaction Number:	AGG02857

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 8,578.08
Transfer From Amount: SBD 8,578.08
Indicative :
My Reference: Variation 01.

Payment Details

Account Name: PN General Construction
Account Number: 2001563473
Bank Name: Bank of South Pacific
Reference To Payee : Lot 2-KGVI

PAID
DATE 13/04/23 CHQ. No.

Pay Date : 12/04/2023

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * *
12/04/2023 11:55 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
12/04/2023 12:54 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : verified
13/04/2023 09:55 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
13/04/2023 09:55 Debbie Ofaeri Sifoni
Transaction Processed
* *

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ANZ Logo

Transaction or Request Lodgement Receipt

Transaction or Request Description:	ANZ to Other Bank Transfer
Transaction or Request Status:	Held for Authorisation
Date / Time:	12/04/2023 11:55
Transaction Number:	AGG02857

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 8,578.08
Transfer From Amount: SBD 8,578.08
Indicative :
My Reference: Variation 01.

Payment Details

Account Name: PN General Construction
Account Number: 2001563473
Bank Name: Bank of South Pacific
Reference To Payee : Lot 2-KGVI

Pay Date : 12/04/2023

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
12/4/23
SOL 2023 PACIFIC GAMES

Comments:

* * * * * * * * * * Authorisation Details * * * * * * * * * * *
12/04/2023 11:55 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
* *

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

PAYMENT VOUCHER

DATE 11/04/2023

PN GENERAL CONSTRUCTION
Honiara

Cheque Number IB TRANS

Total Amount Paid $8,578.08

Variation for Plumbing work done at Games Village at KGVI School.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000943	22/12/2022	$241,767.45	$209,675.80	$8,578.08

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

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

Payment Voucher Prepared By: _____ Date: 11/04/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

PN GENERAL CONSTRUCTION

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

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			251,862.83				
21/12/2022	No.1	20%	50,372.57		3,777.94	46,594.62	PAID
	No.2	35%	88,151.99		6,611.40	81,540.59	PAID
	No.3	35%	88,151.99		6,611.40	81,540.59	Paid
	No.4 - RETENTION	10%	25,186.28		1,888.97	23,297.31	
	Variation No.01		9,273.60		695.52	8,578.08	Payment in Progress
			-		-	-	
TOTAL			*261,136.43*	-	*19,585.23*	*241,551.20*	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 609/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
1	L.S	Request for variation payment 1 to PN Construction for the additional Plumbing works done at the KGVI School, Building 11, 12 - Graciosa, and Wainoni Dormitories.	PN Construction	~~$9,273.60~~ —	$9,273.60 ↓
				TOTALS	$9,273.60

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $9,273.60 Date: 4/4/23

Requisition Officer (Name): PETER HIMANE Sign:

Account Code: 6-2717

Account Name: other local other corps

Funds available on this account:

Supervisors Certification (Accountable Officers):

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

Post: EXECUTIVE DIRECTOR, PMU

Department: GFC - PMU

Authority is granted for expenditure not exceeding:

SBD$ 9,273-60

Signed:

Name:

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

Threshold Checklist

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

Compliance Check by: Signature

Name: Darley V. Thos Date: 06/04/23

Position: PCE NHA

Copy 1 White NHA Finance

Copy 2 Pink/Blue Compliance Department

Copy 3 Yellow Requesting Department

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 609/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY: SUPPLIER	ORDER NO.	COST
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Certifying Officer (Name): ELDON TEPA Sign: 4/4/23

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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: Date: 06/04/23

Position: PCC NHA

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

NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES

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

Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tepa, Executive Director, PMU

From: Graham Lilo, PMU

NHA Ref: **GL-310323**

Date: Friday 31st March 2023

SUBJECT: REQUEST FOR VARIATION PAYMENT 1 TO PN CONSTRUCTION FOR THE ADDITIONAL PLUMBING WORKS DONE AT THE KGVI SCHOOL, BUILDING 11, 12-GRACIOSA, AND WAINONI DORMITORIES

Dear ED,

I hereby refer to the above subject made according to the Contract Agreement between NHA & PN Construction, which hereby states in its Special Conditions of Contract – Article 9, Clause 9.2: *"Variations of the Contract price may be granted by the Employer provided the request for variation is made before the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable."*

These variations are due to unforeseen works that were not been able to be included within the original scope of works. The variation works amount to a total cost of **$9,723.60** which is less than 10% of the contract value and has been verified by the Project Management Unit therefore, your approval is hereby sought for the above payment to be made.

See attached invoice and other verified reports from the project engineer as well as the approved variation order in support of the above request.

Kind regards,

Graham K Lilo
Project Manager, PM

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR

FOR SECRETARIAT OFFICE USE ONLY

Approved	Not Approved
✓	

.....
Signature Date

Mr. Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

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

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

Billing Address:

National Hosting Authority

Solomon Islands Government

PO Box 2443

Honiara

Attention: *Graham Lilo, Project Management Unit*

Being for plumbing variation labour charge to upgrade of Games Village for Pacific Games 2023 – Lot 2

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

Item	Description	QTY	Units	Unit Price	Total
1	***Lot 2 – King George Sixth National Secondary School. Plumbing works for Wainini & Graciosa Girls Dormitory.*** ***Total variation caharge to correct old galvanized pipe leakage under Wainoni and Graciosa Ground floor slab.*** *Please raise Variation amount of $ 9,273.60.* ***Ref: Refer to our contract agreement***			**$ 9,273.60**	
	Total Net Amount Claim				**$ 9,273.60**

Please Make all cheques Payable to PN GENERAL CONSTRUCTION account.

Any queries, please do contact PETER AHO.

Note: ***Bank Details:***

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

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

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

VARIATION PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Variation Payment No. 1		
Lot:	Lot 2-KGVI School - Plumbing Works for Graciosa and Wainoni Dormitories		
Contractor:	PN Construction		
Project Manager	Graham Lilo	**Certificate:**	VPC - 01
Contract Administrator:	Gloria Hopkins	**Date Invoice Received:**	31-Mar-23
		Date Issued for payment:	03-Apr-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 251,862.83		
1	Payment 1 (20%) - MOBILISATION	$ 50,372.57	$ 50,372.57	Paid
2	Payment 2 - 35%	$ 88,151.99	$ 88,151.99	Paid
3	Payment 3 - 35%	$ 88,151.99	$ 88,151.99	Not Yet
4	Variation Payment	$ 9,723.60	$ 9,723.60	This Claim
5				
8	**Progress Claim to date**	**$ 226,676.55**		
9	**Original Contract Value**	**$ 251,862.83**		
10	**Total Adjusted Contract Value**	**$ 261,586.43**		
11	**Balance of Contract Payment**	**$ 25,186.28**		

B PAYMENT DETAILS

	Progress payment for this claim	$ 9,723.60	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 9,723.60	

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract (Contract No: GTB-GFC09/22)

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* — 04/04/2023 *Date*

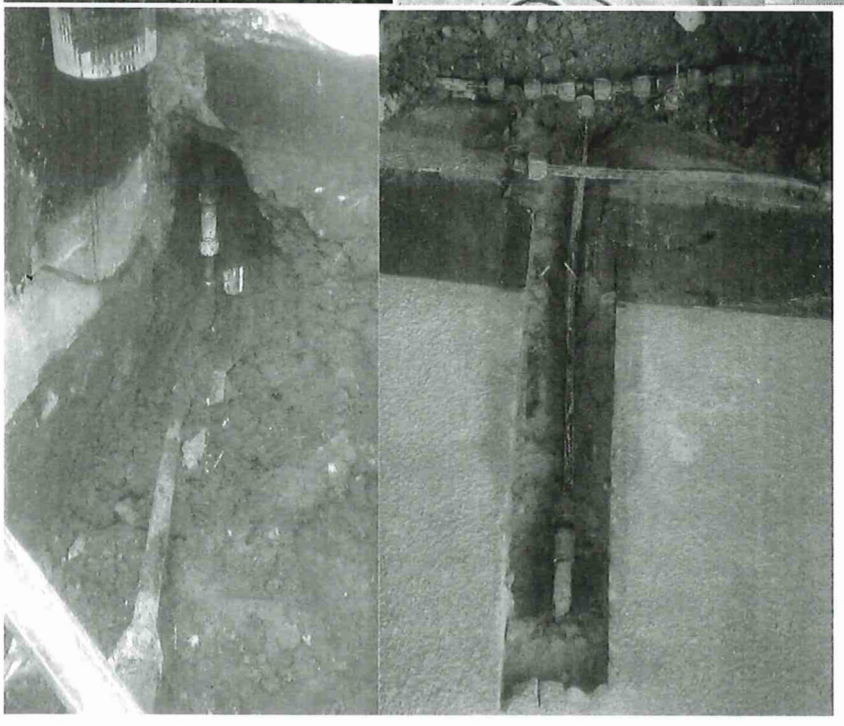
Compliance and approved by: ..... *Peter Himane (Contract Manager)* — 04/04/2023 *Date*

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

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

Wainoni and Graciosa plumbing work variation.





PN GENERAL VARIATION REPORT
LOT 2 KGVI. B11 & B12.

Background:

The variation works came about through intrusive investigation by site engineer and site manager which have identified the following defects.

1. After installing electric pump and every plumbing connection from tank to the building, the water pump wont automatically turns off because there is a leakage. After investigation, we found two leakages from both end of the building where underground copper pipe that connects water to shower blocks has water running off from since it is rust due to wet soil.

Variation works has been verified and scoped by PMU officers consisting of a Quantity surveyor and engineer.

Scope of works:

1. Cut through concrete slab to access copper pipe
- Cut through concrete and remove old copper pipe and replace with poly pipe
- Connect water to shower blocks using poly pipe.

2. Patch all concrete where new poly pipe has replaced with concrete cement

VARIATION PHOTOS

VARIATION (1)

Figure 1. Damage copper pipe



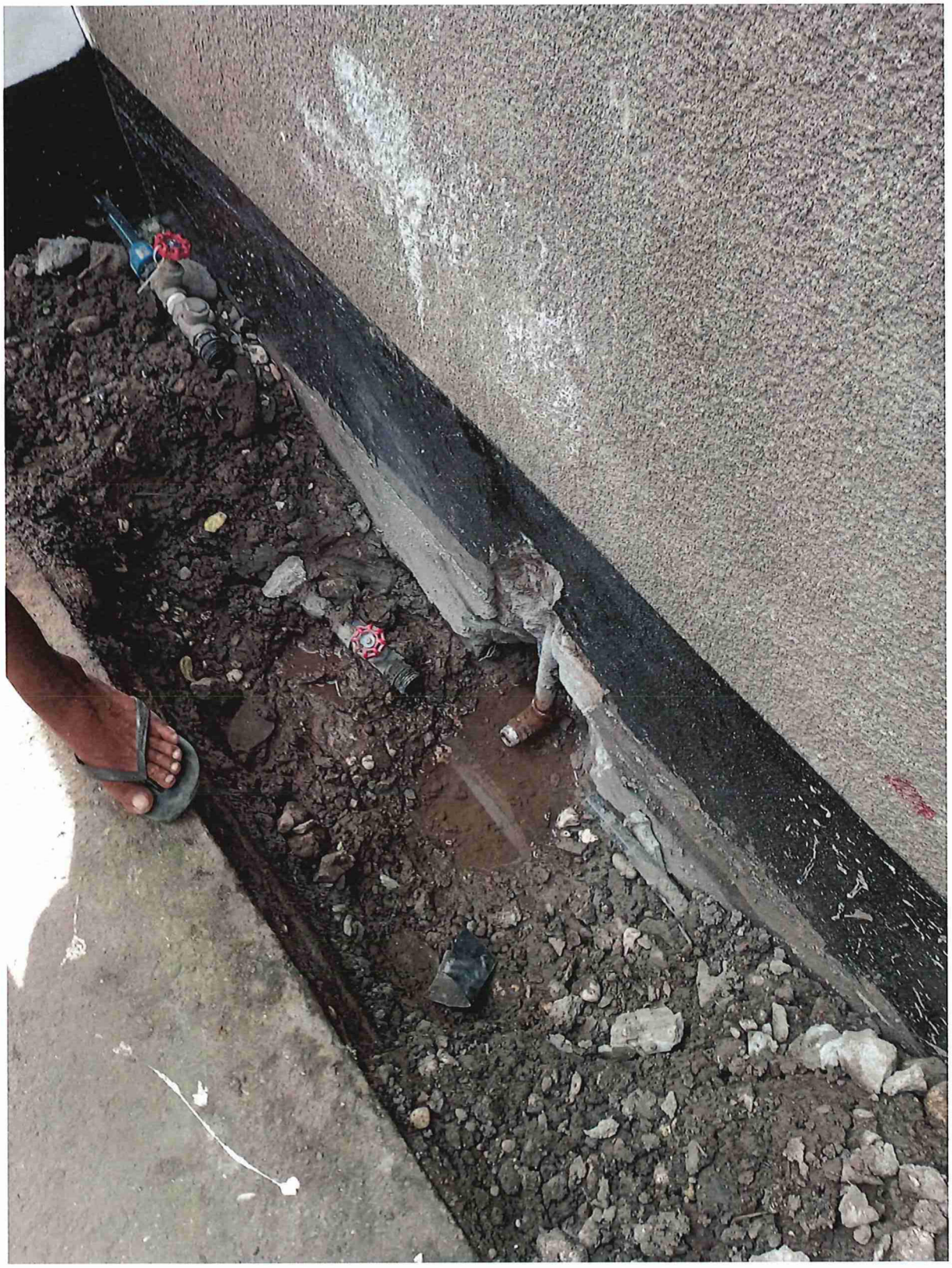


Figure 2. Exposed copper pipe where leakage

Project Management Unit
Games Facilities Committee

REQUEST FOR VARIATION APPROVAL

VARIATION (VO-1) FOR LABOUR-BASED CONTRACT FOR UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023: LOT 2 –KGVI SECONDARY SCHOOL– PLUMBING WORKS FOR WAINONI & GRACIOSA DORMITORIES

CONTRACTOR: PN CONSTRUCTION

Request Letter for Executive Director's Approval

NHA Ref: **PH-290323**

Date: 29/03/23

PACIFIC GAMES
SOLOMON ISLANDS

To: **Christian Nieng**
Executive Director
National Hosting Authority,

Attention: **Eldon Tepa**
Executive Director
Project Management Unit

30/3/23

Date: 29/03/23

Dear ED,

SUBJECT: REQUEST APPROVAL FOR VARIATION ORDER FOR ADDITIONAL PLUMBING WORKS FOR WAINONI & GRACIOSA DORMITORY TO BE CONDUCTED BY PN CONSTRUCTION (LABOUR-BASED CONTRACT – GTB-GFC09/22 LOT 2)

I hereby refer to the above subject made according to the Contract Agreement between NHA & RDP General Constructions, which hereby states in its Special Conditions of Contract – Article 9, Clause 9.2: *"Variations of the Contract price may be granted by the Employer provided the request for variation is made before the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable."*

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

The variation claims amount to a total cost of **$9,273.60** which is less than 10% of the contract value, thus your perusal and approval are needed to expedite these Works.

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

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

- Cutting of concrete slab to access leaked pipes, removal, and replacement of existing pipe fittings to poly pipe fitting after rectifying leakage
- Rendering of the concrete slab to the existing external wall

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

Thank you for your understanding.

Sincerely,

VARIATION ORDER FORM

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

CONTRACT SUMMARY INFORMATION:

CONTRACT NO:	GTB-GFC09/22-LOT 2	**Variation Order No:**	No.1		
CONTRACT NAME:	Labour-Based Contract for Upgrade of Games Village for Pacific Games 2023: Lot 2 – KGVI Secondary School – Plumbing Works for Wainoni and Graciosa Dormitories				
SCHOOL NAME	KGVI National Secondary School				
CONTRACTOR NAME	PN Construction	Building No	B11, B12	Lot No	2

DESCRIPTION OF ISSUING OF VARIATION ORDER (indicate below variation)

Variation for additional Labour Costs due to additional plumbing Works for Wainoni and Graciosa Dormitory: When connecting the water pump for the dormitories, the water pump could not stop running meaning there is an existing leaking within the pipe fittings, and both pipes were damaged (pipe buried within the concrete slab), one on the ground floor located on the west side of the building near the entrance and one on the eastern end of the building.

Requested by the Engineer / Employer on: 23/03/23

TECHNICAL REASON (S) FOR VARIATION:

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

The above will necessitate the following:

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Variations for additional works include the following: 1.1. Cutting of concrete slab to access leaked pipes, removal, and replacement of existing pipe fittings to poly pipe fitting after rectifying leakage 1.2. Rendering of the concrete slab to the existing external wall	Day	4	$2,016.00	$8,064.00
				TOTAL VARIATION COST (this Variation)	$ 9,273.60

The value of the variations is calculated according to the Contractor and Supplier's bid rates			
ADDITIONAL EXPENDITURE:			
Original Contract Value	$ 251,862.83		
Estimated Variation Cost	$ 9,273.60		
CPA (Contract Price Adjustment)	$ 261,136.43		
The above rates are valid at the base date for the purposes of contract price adjustment.			
A summary of the Variation Order and Claims is attached.			
For Approval of this Variation Order Form, the parties' representatives signed hereby;			
Variation recommendation by: *(to be requested by Site Engineer and signed by Contractor)*			
Name: Ronny Saemetang **PROJECT SITE ENGINEER** **(KGVI Secondary School)**	Signed: Date: 29/3/2023	Name: Peter Aho **CONTRACTOR** **(PN Construction)**	Signed: Date: 29/03/2023
Endorsement by: (this endorsement shall be submitted for final approval by Authorizing Officer or relevant Tender Boards)			
Name: Graham Lilo **PROJECT MANAGER**	Signed: Date: 30/03/2023	Name: Peter Himane **CONTRACTS MANAGER**	Signed: Date: 5/5/2023
Name: Eldon Tepa **Executive Director** **Project Management Unit** **National Hosting Authority**	Signed: date: 30/3/2023		

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

VARIATION WORKS: PN CONSTRUCTIONS

LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL
PLUMBING WORKS FOR WAINONI & GRACIOSA DORMITORIES

VARIATION REQUEST BY SITE ENGINEER (Ronny Saomatangi 23/03/2023**)**

- When connecting water pump for Graciosa & Wainoni Dormitories, the water pump could not stop running which meant there was a leakage to be rectified. The plumber investigated and found out that there were 2 damaged pipes (both buried withing concrete slab). Both pipes are on the ground floor where one is on the west side of the building (entrance) & the other on the eastern.

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



SCOPE OF WORKS FOR VARIATION: PN CONSTRUCTIONS

Item	Description
-	
1.0	Pipe Leakage
	Cut through concrete slab to access leaked pipes, remove and replace the existing to poly pipe fittings to rectify leakage. After leakage is rectified & tested, render to uniform existing external wall.

PN

~~RDP GENERAL~~ CONSTRUCTIONS- KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL ~~CARPENTRY~~ PLUMBING WORKS I

PLUMBING WORKS FOR WAINONI & GRACIOSA DORMITORIES

VARIATION LABOUR WORKS ONLY

Item	Description	Qty	UOM	Rate	Total
1.0	**Pipe Leakage**				
	Cut through concrete slab to access leaked pipes, remove and replace the existing to poly pipe fittings to rectify leakage. After leakage is rectified & tested, render concrete slab to uniform existing external wall.	4	Days	$ 2,016.00	$ 8,064.00
	Total Labour Work for Variations				**$ 8,064.00**
	15% Profit Margin				**$ 1,209.60**
	TOTAL VARIATION PAYMENT				**$ 9,273.60**

Prepared by:

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



CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR WAINONI AND GRACIOSA DORMITORIES

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

PN CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

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

AND

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

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

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

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

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

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

4. The total Price shall be **SBD$ 251,862.83.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** working days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority.**

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

    Name of Building: WAINONI AND GRACIOSA DORMITORIES

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.

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

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:
    a. Tender Award Letter
    b. Worker's Compensation Certificate
    c. Police Clearance Certificates
    d. Other documents attached as additional Annexes to the Contract

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Peter Aho
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director PN CONSTRUCTION
Date:	20/12/2022	**Date:**	20/12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/22

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR PMU
2023 PACIFIC GAMES

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.

1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.

1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

1.6 **CONTRACTOR:** The Employer's counterparty.

1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.

1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.

1.9 **PARTY:** The Employer or the Contractor, depending on the context.

1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.

1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.

1.12 The **Project Manager** is the person **named in the Contract Terms & Conditions** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.

1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.

3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

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

4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

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

4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.

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

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or accidentially invloved with the following;

a) Not enter premises of unauthorised during working hours unless authorized by the Purchasers representative (s).
b) In a possession or consume alcohol or any drug substances within school boundary.
c) Playing of loud music or using explicit or unacceptable language on site.
d) Enter project site without authorization from the site engineer or in such a case directive from project manager.
e) Contractor is not allowed to employ anyone under the age of eighteen years old as this will be breach of contract and Employment Act of Solomon Islands and all international employment conventions.
f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

4.8 The Contractor shall ensure that the Safeguard policy related to environment and social responsibilities are considered and applied during execution of works on site; these policies include:

a) All Asbestos materials to be handled with care under supervision of site managers and in accordance with Asbestos removal procedures.
b) All construction related wasted to be removed and disposed at the proper site from school buildings.
c) Maintain clean and safe site for children where all materials cut offs, metals, and aluminium to be stored or disposed properly.

4.9 In lieu of this Contract, sexual exploitation abuse and Harassment in schools by contractor is deemed breach of the contract. This means that the Contractor and its personnel shall not in any inappropriate manner contact or attempt to perform such acts to any child, student, teacher, and or any person being seen vulnerable to sexual exploitation.

Article 5 Inspection

5.1 At the Employer's request, the Works may be regularly inspected by the Employer, or a third party designated by the Employer during the execution of the Contract. However, the Employer is not obliged to carry out such an Inspection.

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

7.1 All notifications given by the Parties on the basis of the Contract must be in writing.

7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.

7.3 'In writing' is understood to include 'electronically', provided:
   a. the notification can be consulted by the addressee.
   b. the authenticity of the notification is sufficiently guaranteed; and
   c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.

8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.

10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.

10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.

10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.

10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.

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

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

b. its right to compensation.

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

Article 13 Non-performance

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

13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

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

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

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.

18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.

20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

25.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.

25.2 The Contract is governed by the law of the Solomon Islands.

Article 26 Final provisions

26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.

26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909 **c. THE LOCATION SITE IS:** LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: CARTERET, MENDANA, SHORTLAND BOYS' DORMITORIES
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Peter Aho PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

		Contractor's liability for damage to the Employer's property other than the Works, and c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 251,862.83
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	$ 50,372.57	$ 50,372.57
Payment No.2	35% payment shall be paid upon completion of plumbing works for Sigston East 1 & 2 Dormitory	$88,151.99	$88,151.99
Payment No.3	35% payment shall be paid upon completion of plumbing works for Sigston West Dormitory and issuance of Certificate of Practical Completion	$88,151.99	$88,151.99
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	$25,186.28	$25,186.28
TOTAL			$ 251,862.83

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX III: POLICE CLEARANCE CERTIFICATES

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

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

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

Department Compliance performed by:

Signed: _____

Name and Position: GLORIA HOPKINS - CA, PCMI

Date: 05/04/2023

Procurement section Compliance performed by:

Signed: _____

Name and Position: JW (CRMM)

Date: 5/04/23

Finance Department Compliance performed by:

Signed: _____

Name and Position: Cmoyang Sake (PO)

Date: 05/04/23

2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name: PN GENERAL CONSTRUCTION - Retention Payment (Cranes Village)

1) ~~Minute~~ Payment	☒	Sign by ED	_____		
19/09/23					
2) Requisition	☒	Compliance Officer	_____	Sign by ED	_____
21/9/23 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: CHQ # 000143 BSP

PAID
CHQ No. 000143
DATE 26/9/23
BSP

NHA-DFAT PAYMENT VOUCHER

Cheque No: `000143

Payment to: PN GENERAL CONSTRUCTION

Address: SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA

Voucher No: PMU-934/23

Date: 21-Sep-23

Approval by: 21/9/23
Executive Director Date:

Approval by: 22/9/23
Financial Controller Date:

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
6-2300-7	KGVI SCHOOL	Progress Payment No.04 , Retention 10% Labour based Contract work at Game Village	23,297.31
	LABOUR COST	upgrade KGVI School Wainoni & Graciosa Girs Dorm Lot 2 Plumbing works	
		Total:-	23,297.31

Amount in Word: Twenty Three thousand , two hundred and Ninty Seven dollars thirty one Cents Only

Cheque Signatories:

Signature:	
Dr Jimmie Rodgers	NHA Chair

Signature:	
Mckinnie P Dentana	PS Finance

Signature:	
Gilbert John Osmond Muria	Attorney General

Procurement Checklist:

No: of Quatations:	Non
Purchase Order #	Non
PR #	PMU-934/23

Please indicate the type of payment:

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

Peter Aho
Received By
Name & Signature

PAID CHQ. No. 000143 DATE 26/9/23

George McKenzie
Prepared By
Finance Officer - Name & Signature

NHA-DFAT FUND

PN General Construction
Honiara
Solomon Islands

REMITTANCE ADVICE

Date: 21/09/2023

Payment Number:	000143
Payment Amount:	$23,297.32

PN General Construction-Retention 10% Payment upgrade KGVI School Wainoni & Graciosa girls Plumbing Work Lot 2

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000972	22/12/2022	$232,973.12	$0.00	$209,675.80	$23,297.32

BSP
HONIARA

Bank of South Pacific Limited

STAMP DUTY PAID

22/09/23

Pay PN General Construction or bearer

the sum of Twenty Three Thousand Two Hundred Ninety Seven Dollars 31/100 $ 23,297-31

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000143 2001614631

Peter Aho

26/09/23

PAYMENT SCHEDULE

PN GENERAL CONSTRUCTION

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

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			251,862.83				
21/12/2022	No.1	20%	50,372.57		3,777.94	46,594.62	PAID
	No.2	35%	88,151.99		6,611.40	81,540.59	PAID
	No.3	35%	88,151.99		6,611.40	81,540.59	Paid
21/09/2023	No.4 - RETENTION	10%	25,186.28		1,888.97	23,297.31	payment in progress
	Variation No.01		9,273.60		695.52	8,578.08	PAID
			-		-	-	
TOTAL			***261,136.43***	-	***19,585.23***	***241,551.20***	

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMO - 934/23

DEPARTMENT: PMO

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY SUPPLIER	ORDER NO.	COST
1	LS	Request for progress payment 4 of 10% (Retention) Claim for labour Based Contracts for Guadalcanal Village after a satisfactory of 3-months Defects Liabelilty period as per awarded Contract for KGVI School - LOT 2, Plumbing works For Bill & B12, Gradiosa, Marioni Dormitories	PN GENERAL CONSTRUCTION	-	$25,186.28
		CONTRACT NO: GTB-CFC 09/22		TOTALS	$25,186.28

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $25,186.28 Date: 12/09/23

Requisition Officer (Name): SOLEANA CALATTE Sign:

Account Code: 6-2717

Account Name: Others-Local other costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): LEEROY BIRD Sign:

Post: ED

Department: CFC - PROJECT MANAGEMENT UNIT

Authority is granted for expenditure not exceeding:

SBD$ 25,186.28

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: R Hanna Date: 19/9/23

Position: Fin.

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

NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMO - 934/23

DEPARTMENT: PMO

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Request for progress payment 4 of 10% (Retention) Claim for labour Based Contracts for Cuanes Village after a satisfactory of 3-months Defects Liability period as per amended Contract for KGVI School - NOT 2, Plumbing works for B11 & B12, Gracious, Marioni Dormitories	PN GENERAL CONSTRUCTION	-	$25,186.28
		CONTRACT NO: GTB-CFC 09/22		TOTALS	$25,186-28

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): $25,186-28 Date: 12/09/23

Requisition Officer (Name): SOLEANA CALIATHE Sign:

Account Code: 6.2717

Account Name: Others-local other costs

Funds available on this account:

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): LEEROY BIRD Sign:

Post: ED

Department: CFC - PROJECT MANAGEMENT UNIT

Authority is granted for expenditure not exceeding:

SBD$ 25,186.2

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: Date: 11/12/23

Position:

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

Peter Aho

George McKenzie

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

INVOICE: **Date: 21/08/2023**

Billing Address:

National Hosting Authority

Solomon Islands Government

PO Box 2443

Honiara

Attention: *Graham Lilo, Project Management Unit*

Being for 10% Retention of Labour contract for upgrade of Games Village for Pacific Games 2023 – Lot 2

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

Item	Description	QTY	Units	Unit Price	Total
1	***Lot 2 – King George Sixth National Secondary School. Plumbing works for Wainini & Graciosa Girls Dormitory.*** ***Total Contract Price of SBD 251,862.28*** 83 Grdy. *Please raise 10% of SBD 25,186.22* ***Ref: Refer to our contract agreement***			28 **$25,186.22**	
	Total Net Amount 10% Claim				**$25,186.22** 28 Grdy.

Please Make all cheques Payable to PN GENERAL CONSTRUCTION account.

Any queries, please do contact PETER AHO.

Note: ***Bank Details:***

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

PN GENERAL CONSTRUCTION
Date: 21/08/23
Sign:
SOLOMON ISLANDS

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: Executive Director, PMU — 19/09/23

From: Graham Lilo, PMU

NHA Ref: **GL-180923**

Date: Monday 18th September 2023

SUBJECT: **Request for release of Progress Payment 4 - Retention of (10%) for Labour-based Contract for the Upgrade of Schools for the Games Village to PN General Construction Lot 2, Plumbing Works for KGVI School – B11, B12 - Wainoni & Graciosa Dormitories**

Dear ED,

I refer to the above subject, your approval is hereby sought for **PN GENERAL CONSTRUCTION** (as per contract terms and conditions). As per the signed amended contract and the Payment Schedule the contractor is entitled to ten percent **(10%)** retention after satisfaction of a 3-month defects liability period.

PMU is satisfied with the completed works and is in support of their claim for the release of the retention payment. Details of payment are attached herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Payment Progress 4 for PN GENERAL CONSTRUCTION	10%	$ 25,186.28

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

Kind regards,

Graham K Lilo
Project Manager, PMU

FOR THE SECRETARIAT OFFICE USE ONLY

Approved	Not Approved
✓	

..... Signature

..... 21/9/23 Date

Mr. Christian Nieng
Executive Director
National Hosting Authority

HOSTING AUTHORITY EXECUTIVE DIRECTOR 2023 PACIFIC GAMES

Cc. FC

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

COMPLETION PROGRESS PAYMENT CERTIFICATE NO: 04

Payment Schedule Name:	Payment No. 4 (Retention)		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 2 KGVI School - Plumbing Works for Wainoni and Graciosa Dormitories		
Contractor:	PN General Construction		
Project Manager	Graham Lilo	**Certificate:**	PC - 04
Contract Administrator:	Gloria Hopkins	**Date Invoice Received:**	21-Aug-23
		Date Issued for payment:	18-Sep-23
		Contract No:	GTB-GFC09/22

A PROGRESS CLAIM SUMMARY

REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	$ 251,862.83		
1	Payment 1 (20%) - MOBILISATION	$ 50,372.57	$ 50,372.57	Paid
2	Payment 2 - 35%	$ 88,151.99	$ 88,151.99	Paid
3	Payment 3 - 35%	$ 88,151.99	$ 88,151.99	Paid
4	Payment 4 - 10%	$ 25,186.28	$ 25,186.28	This Claim
5				
8	**Progress Claim to date**	**$ 251,862.83**		
9	**Original Contract Value**	**$ 251,862.83**		
10	**Total Adjusted Contract Value**	**$ 251,862.83**		
11	**Balance of Contract Payment**	$ -		

B PAYMENT DETAILS

	Progress payment for this claim	$ 25,186.28	
	Retention-Purchaser retains % of this payment pursuant to clause	$ -	
	Amount payable for this claim after Retention	$ 25,186.28	

Payment is certified as conform to payments terms and conditions as stated in Section IV: Payment Schedule of the Contract (Contract No: GTB-GFC09/22)

Payment is hereby certified: ..... *Graham Lilo (Project Manager)* 15/09/23 *Date*

Compliance and approved by: ..... *Soleana Gagame (Contract Manager)* 19/09/23 *Date*

Claim is hereby approved for payment by: ..... *Leeroy Bird (Executive Director - PMU)* 19/09/23 *Date*

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

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

GAMES VILLAGE CLOSE OUT TEMPLATE

Contents

Defect List 2
Defects List - Attachment 3
Defects Liability Rectification Notice 6
Defect Assessment Report. 7
DEFECTS COMPLETION REPORT CERTIFICATE 11
Certificate Of Final Completion 13

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defect List

Project Name:	Labor Based Contract for the Upgrade of Games Village for the Pacific Games 2023	**Actual date of DLP Lapses:**	04th July 2023
Project Manager:	Graham Lilo	**Project Site:**	LOT 2 – KGVI SCHOOL
Project Site Engineer	Ronny Saomatangi	**Contractor:**	PN General Construction

Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	Blocked shower drainage x 3	Clean waste pipe and drainage shower	1 day
2			
3			
4			
5			

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.....15/09/23

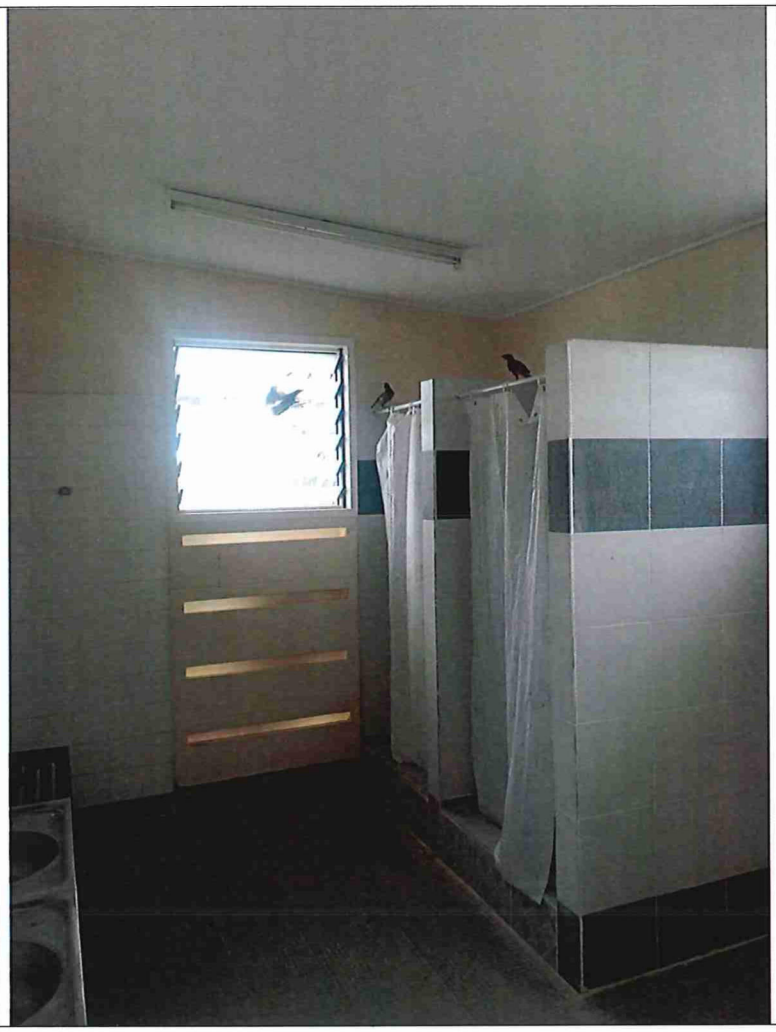
Counter Signed by the Contracts Manager.....Date.....15/09/23

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

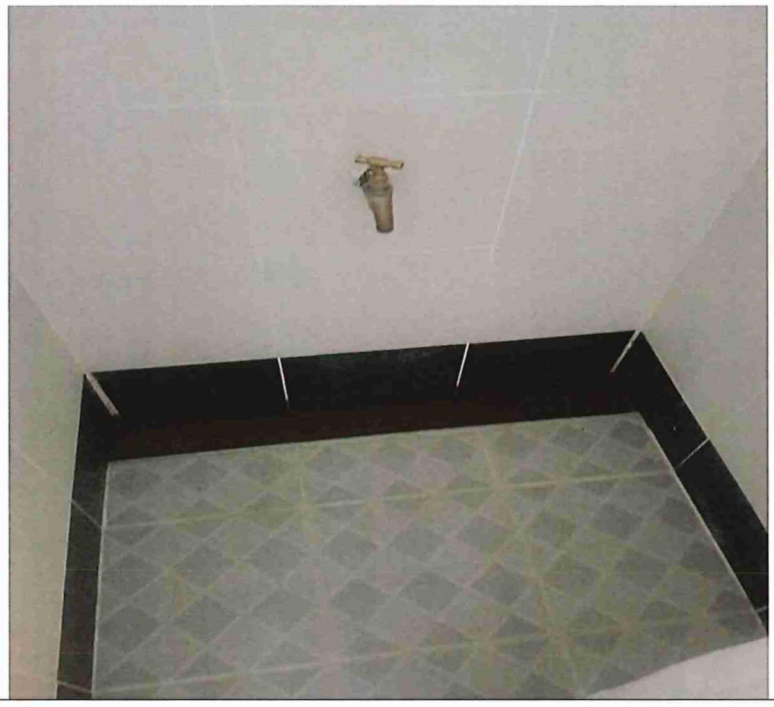
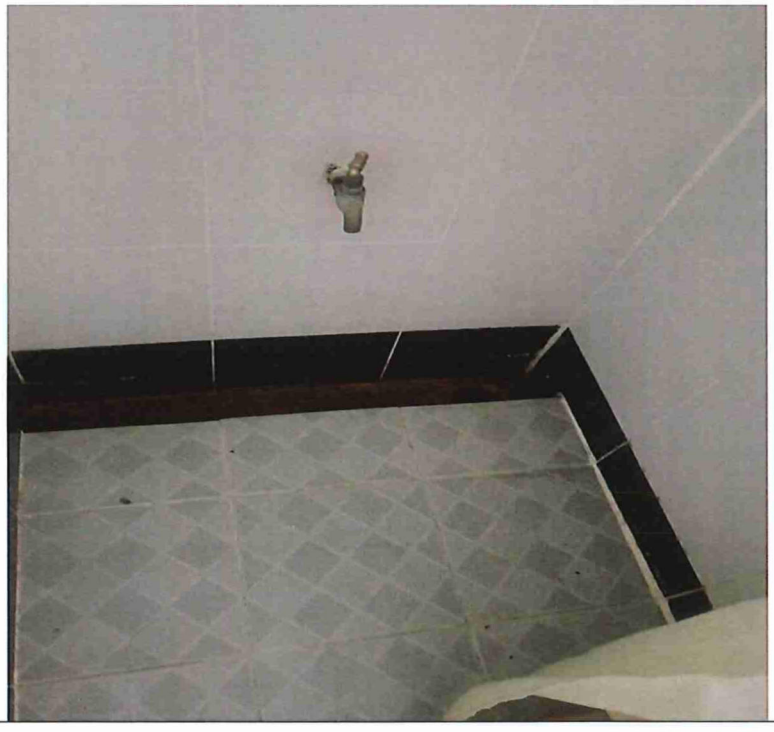
Defects List - Attachment

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

Item.	Photos	Defects
1.		B11 – Bottom floor Shower room

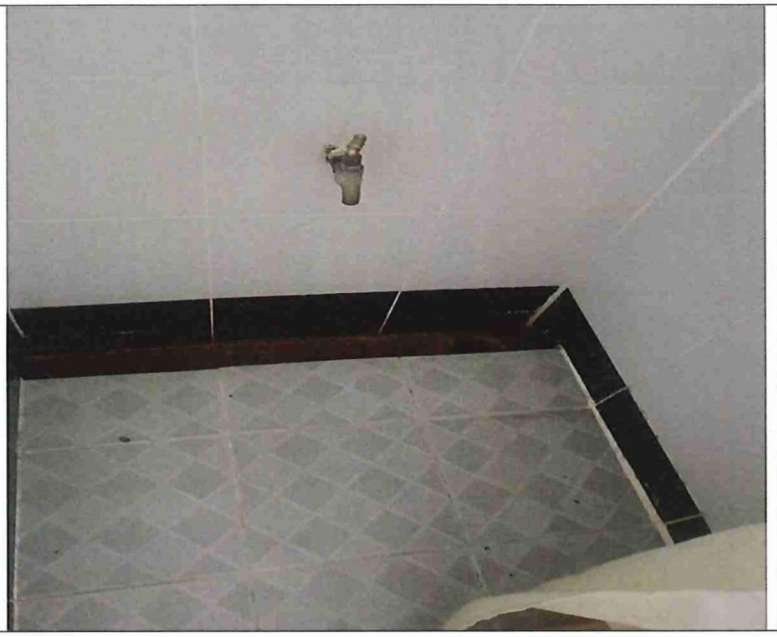
P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

2.		B11- Top floor Block shower dranaige
		

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

		B11-Top floor Block shower drainage

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defects Liability Rectification Notice

Issued to: PN General Construction

Defect Liability Notice: 1

Project name: Labour-Based Contract for the Upgrade of Games Villages for the Pacific Games 2023

Project Number: GTB – GFC 09/22

Subject: **Request rectification of defective works at Lot 2, KGVI – B11, B12 Wainoni & Graciosa Dormitories**

In conformity with your Contract with the National Hosting Authority in which your retention payment (10%) is held against defect Liabilities as security of your completed works, you are hereby required as per the contract terms and conditions to rectify defects identified as in defect list attached with this request letter.

Please liaise with the Project manager Concerned and rectify all defects identified. Your retention payment will be paid upon satisfactory completion and certification of the defects as required.

Attached herewith defects list

Sincerely

Soleana Gagahe
Contracts Manager
Project management Unit

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defect Assessment Report.

PROJECT DETAILS:	
PROJECT NAME:	Labour Based Contract for the Upgrade of Games Villages for the Pacific Games 2023
CONTRACT #:	GTB – GFC 09/22
CONTRACTOR:	PN General Construction
WORK TYPE:	Plumbing Works
PROJECT SITE:	KGVI SCHOOL
LOT #:	LOT 2
BUILDING NAME:	B11,B12 – Wainoni & Graciosa Dormitories
DEFECTS PERIOD:	3 months
DEFECTS INSPECTION REPORT DATE:	30th August 2023
REPORT PREPARED BY	Ronny Saomatangi

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Inspection Summary

1. **Contractor**:
   1.1 RDP General Construction have notified the NHA – PMU of the completion of three (3) months defects liability period (DFLP) on the 4th of July 2023

2. **Client - NHA PMU**
   2.1 NHA –PMU conducted a site inspection on the 23rd of August 2023
   2.2 As per the contract, defects liability period payment shall be paid upon satisfaction of all defects rectified by the contractor after three months of practical completion.

3. **Action**
   3.1 After inspection, NHA –PMU has identified defects in one dormitory building – B11-Wainoni ablution blocks.
   3.2 NHA –PMU has issued the contractor a defect liability rectification notice to rectify defects identified in the defect list attached. (*See the defect list attached*)

4. **Conclusion:**

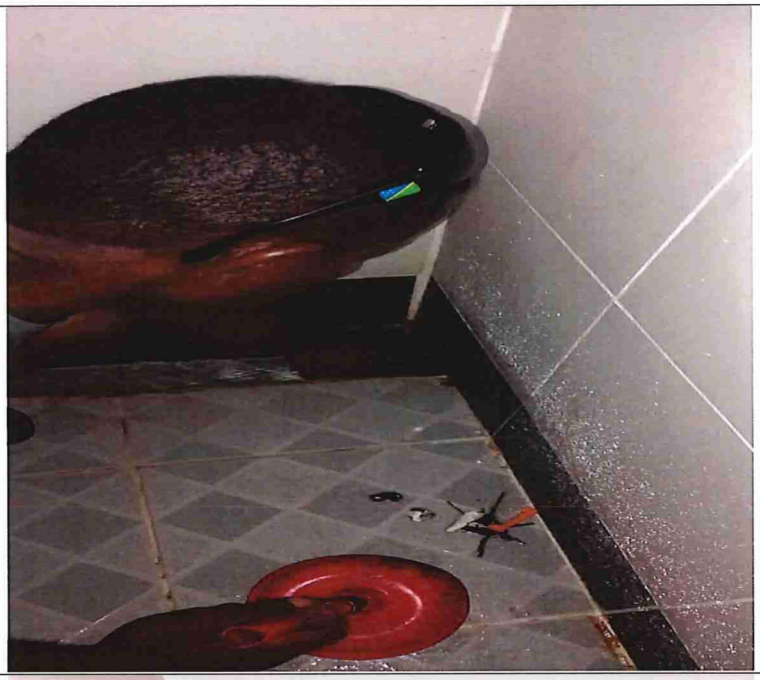
   4.1. The Contractor began rectification work on the 28th of August 2023 and completed the defects works on the 29th of August 2023.
   4.2. After the final inspection, the Project Manager can confirm that the defects identified have been rectified and work has been properly completed and satisfactorily by the contractor.

Refer summary below for defects rectified work details.

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status
		
		

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Date: 18/09/23

DEFECTS COMPLETION REPORT CERTIFICATE

To: Peter Aho **PN General Construction** *(The Contractor)*	**To: Leeroy Bird** **Executive Director** **National Hosting Authority, Project Management Unit. PMU** *(The Employer)*
Contact person: PN General Construction	**Contact person: Graham Lilo**
Address: Henderson **East Honiara** **Solomon Islands**	**Address: Sea King Building** **P.O. Box 2443, Honiara, SI**
Telephone: 7502909	**Telephone: 7639417**

Contract no: GTB –GFC 09/22
Contract title: Labour-Based Contract for the Upgrade of Games Villages for the Pacific Games 2023

DEFECTS CERTIFICATE			
	Day	**Month**	**Year**
Practical Completion Certificate achieved on:	**04th**	**April**	**2023**
The defect lapse date:	**04th**	**July**	**2023**
The end of the last *defects correction period* is:	**29th**	**August**	**2023**
This Defects Certificate Date is: (At the later of the *defects date* or the end of the last *defects correction period*)	**29th**	**August**	**2023**

Defect reference	**List of Defects modified before the *defects date* which the *Contractor* has corrected** (See defects list)
	Defects identified and corrected. See the defects list and report attached.

P 0 B0X 2443 Sea King Building, Honiara Solomon Islands

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, the above-mentioned works have been completed and all defects have been corrected in accordance with the provisions of the Contract.

Certified by the Executive Director - PMU:

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

P 0 BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Certificate Of Final Completion

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	**PROJECT SCH REF:**	02 KGVI
NHA PROJECT REF:	03 GV	**LOT NO:**	LOT 2
CONTRACT NO:	GTB 09/22	**BUILDING NO:**	B11 & B12
CONTRACTOR:	PN GENERAL CONSTRUCTION	**CERTIFICATE NO:**	KGVI_B11, B12
WORK TYPE:	PLUMBING WORKS	**DPL (Defect Liability Period)**	3 MONTHS
PROJECT SITE:	KGVI SCHOOL	**DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE**	04th April 2023
BUILDING NAME:	WAINONI & GRACIOSA DORMITORIES	**DEFECT PERIOD LAPSE DATE:**	04th July 2023

The works performed under this contract have been inspected by the authorized project manager representing the Project Management Unit of National Hosting Authority for the aforementioned contract and are hereby declared complete and final on this date of 30th August 2023

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

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

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

The contractor hereby accepts the construction project as finally complete:

.....	For	.....
Managing Director		**Project Manager**
PN General Construction		**PN General Construction**

Copy to Contractor

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

PACIFIC GAMES
SOLOMON ISLANDS

GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY

Date: 03rd November 2022

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

Dear Sir/Madam,

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

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract **for labour based supply for the Games Village Upgrade Works.**

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

Peter Himane will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place and until instructed by the Project Management Unit under the Games Facilities Committee.

Let us congratulate you and your company for your successful tender. The NHA looks forward to the completion of this project to the required professional standards.

By Copy of this letter, responsible authorities are hereby advised of this award.

Yours Sincerely,

Games Tender Board
APPROVED
Date: 3/11/22
Sign:
National Hosting Authority

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

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
GFC Executive Director
PMU Executive Director FC
National Hosting Authority
Project Manager (Games Village)

NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over $100,000)

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

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

Name and Position: Gloria Hopkins - CA, PRD

Date: 19/09/2023

Procurement section Compliance performed by:

Signed:

Name and Position: P. Hinuaro (PCM)

Date: 21/9/23

Finance Department Compliance performed by:

Signed: Gale

Name and Position: Gregory Sale (FO)

Date: 21/9/23

ADDENDUM NO. 2

ADDENDUM TO THE GENERAL CONDITIONS
CLAUSE OF THE CONTRACT
FOR
UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR WAINONI & GRACIOSA DORMITORIES

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

And

PN GENERAL CONSTRUCTION

GTB-GFC09/22 (LOT 2)

Issued September 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI National Secondary School - Plumbing Works for Wainoni & Graciosa Dormitories**, had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred to as 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 requires otherwise.

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

> **AMENDMENT 1:** - SECTION I: GENERAL CONDITIONS OF CONTRACT-ARTICLE 10-CLAUSE 10.4 -*The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects* is hereby amended to read as below.

"The Employer will withdraw retention payments of 10% from the Contractor milestone payments. The retention payment will be released to the Contractor at the end of the retention period of three months from the Acceptance of the Works provided that there are no serious defects."

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

2.0: PARTIES' RIGHT TO AMEND CONTRACT.

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

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

Both parties agreed herein that 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 as part of the original Contract. Any further amendment shall not be considered unless otherwise agreed by both Parties.

***IN WITNESS** whereof the parties hereto have caused this Agreement to be executed 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:**	Peter Aho
Signature:	_____	**Signature:**	_____
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director **PN General Construction**
Date:	15/09/2023	**Date:**	13/09/2023

As witnessed by the Project Management Unit (GFC) Representative:	
Name:	Leeroy Bird
Signature:	_____
Designation:	Executive Director, PMU
Date	14/09/2023

ADDENDUM NO. 3

ADDENDUM TO THE GENERAL CONDITIONS
CLAUSE OF THE CONTRACT
FOR
UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR WAINONI & GRACIOSA DORMITORIES

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

And

PN GENERAL CONSTRUCTION

GTB-GFC09/22 (LOT 2)

Issued September 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI National Secondary School - Plumbing Works for Wainoni & Graciosa Dormitories,** had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred to as 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 requires otherwise.

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

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

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

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

   Referenced and amended sentences and paragraphs:

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

2.0: PARTIES' RIGHT TO AMEND CONTRACT.

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

Reference I: Article 2 Application

- *2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.*

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

Reference II: Article 26 Final provisions

26.1 Any changes to this Contract are binding only if they have been expressly agreed by the Parties in writing.

26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

Both parties agreed herein that 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 as part of the original Contract. Any further amendment shall not be considered unless otherwise agreed by both Parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed 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:**	Peter Aho
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director PN General Construction
Date:	15/09/2023	**Date:**	13/09/2023

As witnessed by the Project Management Unit (GFC) Representative:	
Name:	Leeroy Bird
Signature:	
Designation:	Executive Director, PMU
Date	14/09/2023

PACIFIC GAMES
SOLOMON ISLANDS

ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL
PLUMBING WORKS FOR WAINONI AND GRACIOSA DORMITORIES

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

PN CONSTRUCTION

GTB-GFC09/22 (LOT 2)

Issued February 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 – Lot 2 KGVI School Plumbing Works for Wainoni and Graciosa Dormitories,** had on this date agreed to changes and amendments of the contract terms and conditions. The clauses referred to herein shall repeal or include and shall form part of the final Contract.

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

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

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

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

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 251,862.83
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	$ 50,372.57	$ 50,372.57
Payment No.2	35% payment shall be paid upon completion of 50% of the Plumbing Works for Wainoni and Graciosa Dormitory and upon verification by the Site Engineer	$ 88,151.99	$ 88,151.99
Payment No.3	35% payment shall be paid upon completion of the final 50% of Plumbing Works for Wainoni and Graciosa – upon verification by the Site Engineer and issuance of a Certificate of Completion Certificate	$ 88,151.99	$ 88,151.99
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	$ 25,186.28	$ 25,186.28
TOTAL			$ 251,862.83

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

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

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

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

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

As witnessed by Project Management Unit (GFC) Representative:

Name:	Elson Tepa
Signature:	
Designation:	Executive Director, PMU
Date	3.../..2../2023

NATIONAL HOSTING AUTHORITY EXECUTIVE DIRECTOR PMU 2023 PACIFIC GAMES



CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

PLUMBING WORKS FOR WAINONI AND GRACIOSA DORMITORIES

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

PN CONSTRUCTION

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

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

AND

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

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

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

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

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

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

4. The total Price shall be **SBD$ 251,862.83.** The agreed price for the execution of the Works is fixed for the duration of the Contract.

5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.

6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.

7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** working days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit** of **National Hosting Authority.**

8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.

9. Contractor shall not responsible for materials, but responsible for labour and other administration costs and machineries.

10. The Contractor's supplied Labourers or workers shall perform the works as agreed at the Site mentioned as below:

    Name of School: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

    Name of Building: WAINONI AND GRACIOSA DORMITORIES

11: From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.

12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.

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

14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).

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

16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) Contract Agreement
b) General Conditions of Contract
c) Applicable Conditions of Contract
d) Payment Schedule
e) Scope of Works/ Specifications
f) Site Map & Location of the School
g) List of Labourers
h) List of Machineries & Equipment
i) Works Schedule
j) Annexes to the Contract:
    a. Tender Award Letter
    b. Worker's Compensation Certificate
    c. Police Clearance Certificates
    d. Other documents attached as additional Annexes to the Contract

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.

18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		**For the Contractor**	
Name:	Christian Nieng	**Name:**	Peter Aho
Signature:		**Signature:**	
Designation:	Executive Director National Hosting Authority	**Designation:**	Managing Director PN CONSTRUCTION
Date:	20../12./2022	**Date:**	20/..12/2022

Witness signing by Project Management Unit/NHA

Signature .....

Name: Eldon Tepa

Title: Executive Director

Date: 20/12/22

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR PMU
2023 PACIFIC GAMES

SECTION II: GENERAL CONDITIONS OF CONTRACT

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

1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.

1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.

1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.

1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.

1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.

1.6 **CONTRACTOR:** The Employer's counterparty.

1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.

1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.

1.9 **PARTY:** The Employer or the Contractor, depending on the context.

1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.

1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.

1.12 The **Project Manager** is the person **named in the Contract Terms & Conditions** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.

1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.

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

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.

3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.

3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

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

4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.

4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.

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

4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.

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

4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or accidentially invloved with the following;

a) Not enter premises of unauthorised during working hours unless authorized by the Purchasers representative (s).
b) In a possession or consume alcohol or any drug substances within school boundary.
c) Playing of loud music or using explicit or unacceptable language on site.
d) Enter project site without authorization from the site engineer or in such a case directive from project manager.
e) Contractor is not allowed to employ anyone under the age of eighteen years old as this will be breach of contract and Employment Act of Solomon Islands and all international employment conventions.
f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

4.8 The Contractor shall ensure that the Safeguard policy related to environment and social responsibilities are considered and applied during execution of works on site; these policies include:

a) All Asbestos materials to be handled with care under supervision of site managers and in accordance with Asbestos removal procedures.
b) All construction related wasted to be removed and disposed at the proper site from school buildings.
c) Maintain clean and safe site for children where all materials cut offs, metals, and aluminium to be stored or disposed properly.

4.9 In lieu of this Contract, sexual exploitation abuse and Harassment in schools by contractor is deemed breach of the contract. This means that the Contractor and its personnel shall not in any inappropriate manner contact or attempt to perform such acts to any child, student, teacher, and or any person being seen vulnerable to sexual exploitation.

Article 5 Inspection

5.1 At the Employer's request, the Works may be regularly inspected by the Employer, or a third party designated by the Employer during the execution of the Contract. However, the Employer is not obliged to carry out such an Inspection.

5.2 If the Employer wishes to inspect the Works:

a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.

5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.

5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.

6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

7.1 All notifications given by the Parties on the basis of the Contract must be in writing.

7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.

7.3 'In writing' is understood to include 'electronically', provided:
   a. the notification can be consulted by the addressee.
   b. the authenticity of the notification is sufficiently guaranteed; and
   c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.

8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.

8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.

8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.

9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.

10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.

10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.

10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.

10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.

10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.

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

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

b. its right to compensation.

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

Article 13 Non-performance

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

13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

a. replacement of the Contractor or replacement/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense;
b. replacement of the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

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

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

16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.

18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.

18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.

20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.

20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

25.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.

25.2 The Contract is governed by the law of the Solomon Islands.

Article 26 Final provisions

26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.

26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	**a. THE PURCHASER IS:** National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands **b. THE CONTRACTOR:** PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909 **c. THE LOCATION SITE IS:** LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: CARTERET, MENDANA, SHORTLAND BOYS' DORMITORIES
	1.12	• **THE PURCHASER'S PROJECT MANAGER IS:** Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • **THE PURCHASER'S SITE ENGINEER IS:** Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@sol2023.com.sb
	1.13	• **THE CONTRACT ADMINISTRATOR IS.** Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. **Note:** *To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.*
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	**THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.** Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Peter Aho PN CONSTRUCTION Henderson East Honiara Solomon Islands Email: petaho107@gmail.com Mob: 7502909
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

		Contractor's liability for damage to the Employer's property other than the Works, and c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD$ 251,862.83
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	$ 50,372.57	$ 50,372.57
Payment No.2	35% payment shall be paid upon completion of plumbing works for Sigston East 1 & 2 Dormitory	$88,151.99	$88,151.99
Payment No.3	35% payment shall be paid upon completion of plumbing works for Sigston West Dormitory and issuance of Certificate of Practical Completion	$88,151.99	$88,151.99
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	$25,186.28	$25,186.28
TOTAL			$ 251,862.83

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

The following workers or herein Casuals, shall form part of the Contract and shall be employed by the Contract on the basis of groups.

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX III: POLICE CLEARANCE CERTIFICATES