# 2023 PACIFIC GAMES OFFICE

## Approval /Signature Required

5% Retention for Turf

**Supplier Name:** Happy Isles Landscaping & Turf – Works for SINU Kukum (HILT) Contract No. GIB-GFC 11/22.

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

6/3/24

**Comments:**

PMU

## Transaction or Request Lodgement Receipt

| | |
|---|---|
| **Transaction or Request Description:** | ANZ to Other Bank Transfer |
| **Transaction or Request Status:** | Posted |
| **Date / Time:** | 06/03/2024 16:54 |
| **Transaction Number:** | AHW68554 |

**Transaction Details:**

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 60,009.53
Transfer From Amount: SBD 60,009.53
Indicative :
My Reference: Maint Field work

Payment Details

Account Name: Happy Isles Landscaping & Turf
Account Number: 2000903225
Bank Name: Bank of South Pacific
Reference To Payee : final pymnt-5%

Pay Date : 06/03/2024

PAID
DATE 8/03/24 CHQ. No.

**Comments:**

* * * * * * * * * * Authorisation Details * * * * * * * * * *
06/03/2024 16:54 Gregory Sale
Authorisation Required for : ANZ to Other Bank Transfer (2A)
07/03/2024 15:49 Christian Nieng
Authorised -ANZ to Other Bank Transfer
Comments : Verified
08/03/2024 10:51 Debbie Ofaeri Sifoni
Authorised -ANZ to Other Bank Transfer
08/03/2024 10:51 Debbie Ofaeri Sifoni
Transaction Processed
* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

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## Your Reference

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

## Held for Authorisation
## Transaction Number AHW68554

---

### Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 60,009.53
Transfer From Amount: SBD 60,009.53
Indicative :
My Reference: Maint Field work

Payment Details

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

7/3/24

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

| PAYMENT VOUCHER | |
|---|---|
| DATE | 4/03/2024 |

Happy Isles Landscaping & Turf
P.O Box 1436
Honiara
Solomon Islands

Cheque Number IB TRANS

Total Amount Paid $60,009.53

Final Payment No.05 (5%) Retention for GTB-GFC 11/22 Turf work & Maintenance for SINU Kukum Field - upon Mobilization, Screening of Topsoil & Site setup.

In Payment For the following invoices:

| Supplier Inv | Purchase No. | Invoice Date | Invoice Amount | Previous Payments | Current Payment |
|---|---|---|---|---|---|
| 2023-02 | 00001081 | 13/02/2023 | $1,200,190.74 | $1,140,181.21 | $60,009.53 |

NATIONAL HOSTING AUTHORITY
FINANCIAL CONTROLLER
SOL2023 PACFIC GAM

4/3/24

Payment Voucher Prepared By: _____ Date: 4/03/24

Signature of Claimant: _____

PRINT NAME: _____

**PAYMENT SCHEDULE**

## TURF WORKS & MAINTENANCE FOR SINU KUKUM FIELD.

### HAPPY ISLES LANDSCAPING & TURF (HILT)

| Date | Payment No. | Percentage | Award Amount | Retention 5% | With Holding Tax 7.5% | Amount Paid | Status |
|---|---|---|---|---|---|---|---|
| | | | ***1,297,503.50*** | | | | |
| | | | | | | | |
| 15/02/2022 | No.1 | 20% | 259,500.70 | | 19,462.55 | 240,038.15 | Paid |
| 19/05/2023 | No.2 | 20% | 259,500.70 | | 19,462.55 | 240,038.15 | Paid |
| 20/05/2023 | No.03 | 20% | 259,500.70 | | 19,462.55 | 240,038.15 | Paid |
| 20/05/2023 | No.04 | 35% | 454,126.23 | | 34,059.47 | 420,066.76 | Paid |
| | Retention | 5% | 64,875.18 | | 4,865.64 | 60,009.54 | Payment in Progress |
| | | | | | | - | |
| | | | | | | | |
| ***TOTAL*** | | | ***1,297,503.50*** | - | ***97,312.76*** | ***1,200,190.74*** | |

# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 1345/24

DEPARTMENT: PMU

## PURCHASE REQUISITION

| QUANTITY | UNIT | DESCRIPTION (Full and clear details of payment) | PURCHASING OFFICER USE ONLY | | |
|---|---|---|---|---|---|
| | | | SUPPLIER | ORDER NO. | COST |
| 1 | L.S | 5% Retention after end of 3-months DLP & Contractor has satisfied all requirements for Turf Works & Maintenance for SINU Kukum Field (GTB - GFC 11/22) | Happy Isles Landscaping & Turf (HILT) | INV # 2023-09 | $ 64,875.18 |
| | | | | TOTALS | $64,875.18 |

**Approval is requested to incur expenditure on the above**

Estimated Cost (SBD): $64,875.18 Date: 29/02/24

Requisition Officer (Name): SOLEANA G Sign:

Account Code: B - 2717

Account Name: other local other Cost.

Funds available on this account:

**Supervisors Certification (Accountable Officers):**

Certifying Officer (Name): LEEROY BIRD Sign:

Post: ED PMU

Department: PMU

**Authority is granted for expenditure not exceeding:**

SBD$ 64,875-18

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: Tumau. B Date: 01/03/25

Position: P.C.O

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU = 1344/24

DEPARTMENT: PMU

## PURCHASE REQUISITION

| QUANTITY | UNIT | DESCRIPTION (Full and clear details of payment) | PURCHASING OFFICER USE ONLY: SUPPLIER | ORDER NO. | COST |
|---|---|---|---|---|---|
| 1 | LS | 5% Retention after end of 3-month DLP & Contractor has satisfied all requirements for Turf Works & Maintenance for SINU Kukum Field (GTB - GFC 11/22) | Happy Isles Landscaping & Turf (HILT) | INV #5 - 2023-09 | $ 64,875.18 |
| | | | | TOTALS | $ 64,875.18 |

**Approval is requested to incur expenditure on the above**

Estimated Cost (SBD): $64,875.18 Date: 29/02/24

Requisition Officer (Name): SOLEANA G Sign:

Account Code: G-2717

Account Name: other Land other Cost.

Funds available on this account:

**Supervisors Certification (Accountable Officers):**

Certifying Officer (Name): LEEROY BIRD Sign:

Post: ED PMU

Department: PMU

**Authority is granted for expenditure not exceeding:**

SBD$ 64,875.18

Signed:

Name: Calvin

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: Tuman B Date: 01/03/25

Position: P.C.O

Copy 1 White NHA Finance

Copy 2 Pink Compliance Department

Copy 3 Yellow Requesting Department

C5

# NATIONAL HOSTING AUTHORITY
## SOLOMON ISLANDS GOVERNMENT

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

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

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

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

***Department Compliance performed by:***

Signed: _____

Name and Position: Luke Jnr Pitakoe (PM)

Date: 01/03/24

***Procurement section Compliance performed by:***

Signed: _____

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

Date: 01/03/24

***Finance Department Compliance performed by:***

Signed: _____

Name and Position: N. Vulpar F/O

Date: 04/03/24

# NATIONAL HOSTING AUTHORITY
# XVII 2023 PACIFIC GAMES

## MEMORANDUM

**To:** Executive Director, NHA

**Thru:** Executive Director, PMU

**From:** Graham Lilo, PMU

**Ref:** GKL-290224

**Date:** Thursday 29th February 2024

29/2/24
29/02/24
Signature Date

**SUBJECT: RELEASE OF RETENTION (5%) PAYMENT UPON COMPLETION OF 3 MONTHS SERVICE & MAINTENANCE FROM DATE OF PRACTICAL COMPLETION**

Dear ED,

Kindly find attached Close Out documents for Happy Isles Landscaping and Turf for completion of their 3 months maintenance and service period (DLP) for Contract for Turf Works for SINU Kukum Field – GTB-GFC11/22.

PMU has verified that all Works have been completed and a final cleanup has already been conducted, and therefore, we hereby release of retention payment (5% of Contract Value) as per the Payment schedule of the Contract which states;

"Retention payment of 5% shall be paid upon completion of three months service and maintenance starting when the Certificate of Practical Completion is issued."

The Date of Practical Completion for these Works was 31st October 2023, and thus, the 3 months period has lapsed on 31st January 2024.

PMU is satisfied with the defects rectified works and is in support of their claim for the release of retention payment.

The amount for claim is **$64,875.18.**

Approval is hereby sought for payment to be raised accordingly.

Yours sincerely,

**Graham Lilo**
Project Manager
Project Management Unit

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

Phone:
677 7308800

Facebook page:
*Sol2023 XVII Pacific Games*

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

# PROGRESS PAYMENT CERTIFICATE NO: 05

| | | | |
|---|---|---|---|
| **Payment Schedule Name:** | Payment No. 5 Completion of Defects Liability Period | | |
| **Project Name:** | Turf Works & Maintenance Services for SINU Kukum Field in Honiara for Pacific Games 2023 | | |
| **Contractor:** | Happy Isles Landscaping & Turf (HILT) | | |
| **Project Manager** | Charles Biliki/Graham Lilo | **Certificate:** | PC - 05 |
| **Contract Administrator:** | Soleana Gagahe | **Date Invoice Received:** | 02-Feb-24 |
| | | **Date Issued for payment:** | 29-Feb-24 |
| | | **Contract No:** | GTB-GFC11/22 |

## A PROGRESS CLAIM SUMMARY

| REF | PROGRESS CLAIMS | CONTRACT DETAILS | PAYMENT DETAILS | NOTES |
|---|---|---|---|---|
| | | | | |
| | Contract Value | $ 1,297,503.50 | | |
| 1 | Payment 1 (20%) | $ 259,500.70 | $ 259,500.70 | Already paid |
| 2 | Payment 2 (20%) | $ 259,500.70 | $ 259,500.70 | Already paid |
| | Payment 3 (20%) | $ 259,500.70 | $ 259,500.70 | Already paid |
| 3 | Payment 4 (35%) | $ 454,126.23 | $ 454,126.23 | Already paid |
| 4 | Payment 5 - Retention (5%) | $ 64,875.18 | $ 64,875.18 | This Claim |
| 5 | | | | |
| 10 | **Progress Claim to date** | **$ -** | | |
| 11 | **Original Contract Value** | **$ 1,297,503.50** | | |
| 12 | **Total Adjusted Contract Value** | **$ 1,297,503.50** | | |
| 13 | **Balance of Contract Payment** | **$ 1,297,503.50** | | |

## B PAYMENT DETAILS

| | | | |
|---|---|---|---|
| | Progress payment for this claim | $ 64,875.18 | |
| | Retention-Purchaser retains 5% of this payment pursuant to clause | | |
| | | | |
| | Amount payable for this claim after Retention | $ 64,875.18 | |

*Payment is certified as conform to payments terms and conditions as stated in Part IV: Payment Schedule of the Contract for Turf Works and Maintenance Services for SINU Kukum Field in Honiara for Pacific Games 2023*

*Payment is hereby certified:* ..... 29/02/24
*Graham Lilo (Project Manager)* *Date*

*Compliance and approved by:* ..... 29/02/24
*Soleana Gagahe (Contract Administrator)* *Date*

*Claim is hereby approved for payment by:* ..... 29/02/24
*Leeroy Bird (Executive Director - PMU)* *Date*

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

HILT
Happy Isles Landscaping & Turf
PO Box 1436
Honiara,
Solomon Islands

# INVOICE

**BILL TO:**
NATIONAL HOSTING AUTHORITY (NHA) - PMU
C/O - CHARLES BIKILI
Sea King Building
Honiara, Solomon Islands

| | |
|---|---|
| **INV #** | 2023-29 |
| **LPO #** | - |
| **DATE** | 18-Dec-23 |

| DESCRIPTION | |
|---|---|
| **TURF CONSTRUCTION & MAINTENANCE @ SINU KUKUM FIELD (TENDER: GTB-GFC11/22)**<br>5TH AND FINAL PAYMENT<br><br>**SCOPE OF WORKS:** **INNER FIELD DRAINAGE**<br>**SURFACE PREPARATION**<br>**SEEDING, PLANTING & GROW-IN**<br>**FERTILIZER & CHEMICAL APPLICATION**<br>**MAINTENANCE & REPAIR**<br>**FINISHING** | **$ 1,297,503.50** |

**PAYMENT OPTIONS**

***Direct Deposit***

| | |
|---|---|
| **Account Name:** | HAPPY ISLES LANDSCAPING & TURF (HILT) |
| **Bank :** | Bank of South Pacific (BSP) |
| **Account Number:** | 2000903225 |

***Cheque***

| | |
|---|---|
| **Account Name:** | HAPPY ISLES LANDSCAPING & TURF |

| | | |
|---|---|---|
| **TOTAL BALANCE** | **$** | **1,297,503.50** |
| **5% PAYMENT NO. 5 - RETENTION PAYMENT** | **$** | **64,875.18** |
| **TAX DEDUCTABLE** | | **4,865.64** |
| **BALANCE DUE** | | **60,009.54** |

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

PROJECT MANAGEMENT UNIT

# Defect List

| | | | |
|---|---|---|---|
| **Project Name:** | Turf Works and Maintenance Services for SINU Kukum Field in Honiara for Pacific Games 2023 | **Actual date of DLP Lapses:** | 31/10/23 – 31/01/24 (3 Months) |
| **Project Manager:** | Charles Biliki/ Graham Lilo | **Project Site:** | SINU Kukum |
| **Project Site Engineer** | N/A | **Contractor:** | Happy Isles Lanscaping and Turf (HILT) |

| Defect No. | Defect Description | Rectification works required | Expected Defects rectification Completion – insert # of days required to complete defect |
|---|---|---|---|
| 1 | General Cleanup and mowing of turf on Field of Play | General Cleanup and mowing of turf on Field of Play | 1 day |
| 2 | | | |
| 3 | | | |

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

Issuance of this notice in conformity with the Contract by the Project Manager:.....date: 14/02/24

Counter Signed by the Contracts Manager.....Date: 14/02/24

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PROJECT MANAGEMENT UNIT

# Defects List - Attachment

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

| Item. | Photos | Defects |
|---|---|---|
| 1. | None | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |

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PROJECT MANAGEMENT UNIT

# Defects Liability Rectification Notice

Issued to: Happy Isles Landscaping and Turf (HILT)

Defect Liability Notice: 3 Months

Project name: Turf Works and Maintenance Services for SINU Kukum Field in Honiara for Pacific Games 2023

Project Number: GTB – GFC 11/22

Subject: **Final Inspection for any defected Works for Turf Works and Maintenance Services for SINU Kukum Field in Honiara for Pacific Games 2023**

In conformity of your Contract with the National Hosting authority in which your retention payment (10%) held against defect Liabilities as security of your completed works, and following our final inspection of the project on 14th February 2024, it is declared that the project is free of defect.

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

Sincerely

Soleana Gagahe
Contracts Manager
Project Management Unit

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PROJECT MANAGEMENT UNIT

# Defect Assessment Report.

| PROJECT DETAILS: | |
|---|---|
| **PROJECT NAME:** | Turf Works and Maintenance Services for SINU Kukum Field in Honiara for Pacific Games 2023 |
| **CONTRACT #:** | GTB – GFC 11/22 |
| **CONTRACTOR:** | Happy Isles Landscaping and Turf (HILT) |
| **WORK TYPE:** | Turf Works |
| **PROJECT SITE:** | SINU Kukum |
| **DEFECTS PERIOD:** | 3 Months (31/10/23 – 31/01/24) |
| **DEFECTS INSPECTION REPORT DATE:** | 14th Feb 2024 |
| **REPORT PREPARED BY** | Graham Lilo |

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PROJECT MANAGEMENT UNIT

# Inspection Summary

1. **Contractor**:

1.1 Happy Isles Landscaping and Turf (HILT) have notified the NHA – PMU of the completion of three (3) months' defects liability period (DFLP) on the 02/02/24

2. **Client - NHA PMU**

2.1 NHA –PMU conducted site inspection on the < 12/02/24>

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

3. **Action**

3.1 After inspection, NHA –PMU identified that no defects were encountered and thus, only required a general cleanup of the field.

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

4. **Conclusion:**

6.1 The contractor began defects rectification work on the 14/02/24 and completed the defects work on the 14/02/24. After final inspection, the Project Manager can confirm that the defects work has been properly completed and satisfactorily rectified by the contractor.

Refer summary below for defects rectified work details.

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PROJECT MANAGEMENT UNIT

## Summary of defects work rectified by the contractor:

| Activity | Photos | Status |
|---|---|---|
| General Cleanup and Mowing of turf |  | Completed. |

Date: 14/07/23

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PROJECT MANAGEMENT UNIT

# DEFECTS COMPLETION REPORT CERTIFICATE

| | |
|---|---|
| **To: Drake Chow**<br>**Happy Isles Landscaping and Turf (HILT)**<br>*(The Contractor)* | **To: Leeroy Bird**<br>**Executive Director**<br>**National Hosting Authority, Project Management Unit. PMU**<br>*(The Employer)* |
| **Contact person: Drake Chow** | **Contact person: Graham Lilo** |
| **Address: P.O.Box 1436**<br>**Honiara, SI** | **Address: Sea King Building**<br>**P.O. Box 2443, Honiara, SI** |
| **Telephone: 7412184** | **Telephone: 7639417** |

| |
|---|
| **Contract no: GTB –GFC 11/22** |
| **Contract title: Turf Works and Maintenance Services for SINU Kukum Field in Honiara for Pacific Games 2023** |

| **DEFECTS CERTIFICATE** | | | |
|---|---|---|---|
| | **day** | **month** | **year** |
| Practical Completion Certificate achieved on: | **31** | **10** | **2023** |
| The defect lapse date: | **31** | **01** | **2024** |
| The end of the last *defects correction period* is: | **14** | **02** | **2024** |
| This Defects Certificate Date is:<br>(at the later of the *defects date* or the end of the last *defects correction period*) | **27** | **02** | **2024** |

| **Defect reference** | **List of Defects modified before the *defects date* which the *Contractor* has not corrected**<br>(or if there are no such Defects, a statement that there is none.) |
|---|---|
| | |

| | |
|---|---|
| | Defects identified and corrected. See defects list and report attached. |

**Works checked and certified by the Project Manager:**

| Signature: | Name: | Date: |
|---|---|---|
| ..... | Graham Lilo | 29/02/24. |

## Final Approval Certificate

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

**Certified by the Executive Director - PMU:**

| Signature: | Name: | Date: |
|---|---|---|
| ..... | Leevoy . B | 29/02/24 |

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PROJECT MANAGEMENT UNIT

# Certificate Of Final Completion

| | | | |
|---|---|---|---|
| **PROJECT NAME:** | Turf Works and Maintenance Services for SINU Kukum Field in Honiara for Pacific Games 2023 | **NHA PROJECT REF** | 06 HCC & SINU FIELDS |
| **CONTRACT NO:** | GTB GFC11/22 | **CERTIFICATE NO:** | 1 |
| **CONTRACTOR:** | HAPPY ISLES LANSCAPING & TURF (HILT) | **PROJECT SITE:** | SINU KUKUM |
| **WORK TYPE:** | TURF WORKS & MAINTENANCE | **DPL (Defect Liability Period)** | 3 MONTHS |
| **DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE:** | 31/10/23 | **DEFECT PERIOD LAPSE DATE:** | 31/01/24 |

The works performed under this contract has been inspected by the authorized project manager representing Project Management Unit of National Hosting authority for the aforementioned contract and is hereby declared complete final on this date of ~~< insert date>~~ 23/02/24.

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

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

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

*Contractor hereby accepts construction project as finally complete:*

| | |
|---|---|
| ..... | ..... |
| **Managing Director** | **Project Manager** |
| **Happy Isles Landscaping & Turf (Contractor) (Contractor)** | **Happy Isles Landscaping & Turf** |

Copy to Contractor

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

# CONTRACT AGREEMENT

FOR

## TURF WORKS AND MAINTENANCE SERVICES FOR SINU KUKUM FIELD IN HONIARA FOR PACIFIC GAMES 2023

BETWEEN

## NATIONAL HOSTING AUTHORITY

**(Solomon Islands Government)**

AND

## HAPPY ISLES LANDSCAPING AND TURF(HILT)

**CONTRACT NUMBER: GTB-GFC11/22**

January 2023

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# CONTRACT AGREEMENT

*THIS AGREEMENT* made on this 17th January 2023, between **National Hosting Authority,** representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

**AND**

**Happy Isles Landscaping and Turf (HILT)**(hereinafter "the Contractor"), of East Honiara, Solomon Islands, of the other part represented by **Drake Chow,** herein the Project Manager of **Happy Isles Landscaping and Turf (HILT),**

*Have agreed as follows:*

1. Both parties have agreed for the contractor to perform the works specified as **TURF WORKS AND MAINTENANCE SERVICES FOR SINU KUKUM FIELD IN HONIARA FOR PACIFIC GAMES 2023.**

2. The total Price for the project shall be **SB$1,297,503.50**. The agreed price for the execution of the Works is fixed for the duration of the Contract.

3. The works shall be completed within **Six (6)** Months from the Contract Commencement date..

4. 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.

5. 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 of the quoting the above-mentioned Contract number.

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

7. This Contract is made up of the following documents, in order of precedence:

- Contract Agreement
- Section II: General Conditions of Contract
- Section III: Applicable Conditions of Contract
- Section IV: Payment Schedule
- Section V: Scope of Works/ Specifications
- Section VI: Site Map & Location of the Site
- Section VII: Annexes to the Contract
    - Annex I: Tender Award Letter
    - Annex II: Performance Securing Declaration

- Annex III: Tender Form & Tender-Securing Declaration
- Annex IV: Contractor's Bid Priced Bill of Quantities
- Annex V: Contractor's Work Schedule

The various documents making up this Contract shall be deemed to be mutually explanatory; in cases of a different interpretation, the documents shall prevail in the order in which they appear above.

***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:** | Drake Chow |
| **Signature:** | | **Signature:** | |
| **Designation:** | Executive Director<br>National Hosting Authority | **Designation:** | Project Manager<br>Happy Isles Landscaping and Turf (HILT) |
| **Date:** | 18../01../2023 | **Date:** | 17../01../2023 |

| **Witness signing by Project Management Unit/NHA** | |
|---|---|
| **Signature** | |
| **Name:** | Eldon Tepa |
| **Title:** | Executive Director |
| **Date:** | 18../1../2023 |

NATIONAL HOSTING AUTHORITY
EXECUTIVE DIRECTOR
PMU
SOL2023 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.

1.9 **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.

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

1.11 The **Project Manager** is the person **named in the Special Conditions of Contract (SCC)** (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.

1.12 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 considered to be 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 on the basis of 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 60 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 guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

### Article 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 manner in which 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 5% 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.

11.2 The maximum amount to be advanced will be 20% of the contract works amount and the advance payment will be recovered over the next two milestone payments.

## 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 EMPLOYER IS:<br><br>National Hosting Authority<br>Solomon Islands Government<br>P.O.Box 2443<br>Honiara,<br>Solomon Islands<br><br>b. THE CONTRACTOR:<br><br>Happy Isles Landscaping and Turf (HILT)<br>P.O.Box 2443<br>Honiara<br>Solomon Islands<br>Email: dac@djgl.com.sb<br>Mob: 7412184<br><br>c. THE LOCATION SITE IS:<br><br>Solomon Islands National University (Kukum Campus)<br>East Honiara<br>Solomon Islands |
| | 1.12 | • THE PURCHASER'S PROJECT MANAGER IS:<br>Charles Biliki<br>Project Management Unit<br>National Hosting Authority<br>Email: CBiliki@sol2023.com.sb |
| | 1.13 | • THE CONTRACT ADMINISTRATOR IS.<br>Peter Himane<br>Contract Manager<br>Project Management Unit<br>National Hosting Authority<br>Email: PHimane@sol2023.com.sb |

| | | |
|---|---|---|
| **3. Delivery of the Works** | 3.1 | The works shall be completed within 180 days 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 | The Defects Liability Period shall be **Three Months,** for quality of workmanship, from the date of acceptance of the Works.<br>The Contractor shall, in addition, comply with the performance as specified in the Contract.<br>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<br>The Contractor shall, in addition, comply with the performance as specified in the Contract. |
| | 4.6 | This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security. |
| **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:<br>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.**<br><br>Eldon Tepa<br>Executive Director<br>Project Management Unit<br>Email: ETepa@sol2023.com.sb<br><br>**THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:**<br><br>Drake Chow<br>Project Managerzm<br>Happy Isles Landscaping and Turf (HILT)<br>P.O.Box 2443<br>Honiara<br>Solomon Islands<br>Email: dac@djgl.com.sb<br>Mob: 7412184 |

| | | |
|---|---|---|
| **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 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.<br>If there is a difference between the assessed works completed and the claim amount the Contractor is to adjust the claim to match the value of the completed works.<br>Progressive payments are stated in the Payment Schedule as in SECTION III of the Contract |
| | 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 | The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence. |
| **12. Penalty (Liquidated Damages)** | 12.1 | Applicable rate for the Liquidated damages is: 0.1% per day. Applicable maximum shall not exceed ten (10) precent of the delayed Works Contract Price. |
| **14. Contractor's Liability** | 14.1 | Notwithstanding Article 14.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Employer and Contractor. |
| **20. Insurances** | 20.1 | Contractor shall provide with their tender the following proof of insurance:<br>a) Workmen's Compensation — As required by SI Law<br>b) Third Party Liability — SBD 2,000,000<br>c) Equipment for use in Project — Replacement Value<br><br>The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:<br>a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,<br>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<br>d) c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees. |

## 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$1,297,503.50 |
|---|---|---|---|
| **PAYMENT NUMBER** | **MILESTONE DESCRIPTION** | **AMOUNT CLAIMED** | **PAYABLE AMOUNT (inclusive of WHT)** |
| | | | |
| **Payment No.1** | Payment of (20%) shall be paid to the Contractor upon Mobilization, site set out, screening of topsoil. | **$259,500.70** | **$259,500.70** |
| **Payment No. 2** | Payment of (20%) shall be made upon completion of laying of topsoil, apply of weed killers, fertilizing, and growing of Bermuda seeds on the field | **$259,500.70** | **$259,500.70** |
| **Payment No. 3** | Payment of 20% shall be made upon certification of Bermuda grass nurturing, growth and continued maintenance during growth stage. | **$259,500.70** | **$259,500.70** |
| **Payment No. 4** | Payment of 35% shall be made upon certification of Bermuda grass growth of to maturity and approved certification of fit for use and the issuance of Certificate of Practical Completion | **$454,126.23** | **$454,126.23** |
| **Payment No. 5 Defects Liability Period** | Retention payment of 5% shall be paid Upon completion of three months service and maintenance starting when the Certificate of Practical Completion is issued. | **$64,875.18** | **$64,875.18** |
| **TOTAL** | | **$1,297,503.50** | **$1,297,503.50** |

## SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

### 1. Background

The National Hosting Authority requires quality turf to be grown on all its allocated Fields for training towards preparation for the 2023 Pacific Games, and as part of its facilities development. The community fields are paramount as they will be used for the 2023 Pacific Games come 2023. To meet minimum standard for the Fields' Upgrade, it has been agreed for turf works to be conducted as is needed to ensure that the playing surfaces meets requirements.

It is required from the Contractor that the following tools and equipment are used during execution of the Contract.

- Water- storage capacity of 45000 liters
- Irrigation system – pipes; sprinklers; hoses, etc.
- Pump; 7.5kW @ 5 liters/sec @ 600kpa (minimum)
- Power at pump site; local 24ovolts
- Fungicide chemicals; 20kg Zineb (for establishment diseases)
- Fertilizers; (to be specified by NHA hired consultant)
- Reel mower suitable for the project.
- Knap sack sprayer preferable with 3 nozzle booms.
- Seeds (to be supplied by NHA)
- Heavy machineries (supplied by NHA)
- Earth moving Machineries

### 2. Inland Logistics & Delivery to Screening site:

1. All logistics and machineries used shall be for the first phase and continuous maintenance of the fields
2. The Contractor shall ensure all soil and other machines are used outside of field, only during finish works on site are permitted to use light and accepted machineries.
3. Contract is responsible for all works during both works and maintenance of fields.

| No. | Field | Total Dimension of Field (incl. Fence area) | | Area | Topsoil Thickness | Vol. of topsoil required |
|---|---|---|---|---|---|---|
| | | L (m) | W(m) | $m^2$ | m | $m^3$ |
| 1 | SINU KUKUM FIELD | 96 | 63 | 6048 | 0.15 | 950 |

# WORKS REQUIREMENT AND SPECIFICATIONS

## 1. INTRODUCTION

To achieve a standard field required by SIFF and in accordance with international requirements, the Solomon Islands National Hosting Authority to ensure such requirements are met.

## 2. SPECIFIC SCOPE OF WORKS

The contractors shall follow the following requirements,

- Screening of topsoil prior to installation 100mm on the fields.
- Shall ensure that the soil delivered on site by third party contractor is approved and qualified for such use.
- Topsoil after screened is placed at the thickness of 150mm onto the fields prior to planting of grass seeds.
- Set up irrigation system
- Apply total kill with herbicide to all soil prior to placing on field
- Cart and lay or place soil over shaped field for 150mm
- Level by machine or manually to the desired or required level. Apply water for moisture ready for seeding.
- Apply light compaction to firm topsoil prior to seeding.
- Sow seeds with required KG to field with machines or manually as required.
- Apply raking or roll seeds for the depth of not more than 6cm as required.
- Apply light watering to ensure no big drop lets to scour seeds.
- Upon seeds germination and growth, continue to apply water and fertilizers as required to ensure the result is achieved.
- Continue treatment of grass and watering for another 3 months as required in the Contract.
- Apply Mow when required depending on the growth and size of grass to maintain the required standard within 3 months of the maintenance.

**Note that due to the technicality and specialised Turf Works that this Project requires, it is the Tenderer's responsibility to identify exact volumetric quantities (m3) of topsoil and sand that is required for the SINU Field, as well as any necessary equipment as required for the Works, then provide Quote accordingly. Interested bidders are required to properly assess the site and field of play at SINU Kukum prior to submitting their bid.**

During the execution of the Contract, the National Hosting Authority may direct or instruct if there is any change of scope or design, such change maybe issued as an addendum or variations to works, time or cost.

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## 3. PREOJECT ADMINISTRATION AND SAFETY REQUIREMENTS

### a. Personal Protective Equipment (PPE)

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

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

### b. Specific Safety Requirements

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

| | |
|---|---|
| Equipment | The Contractor is to nominate the equipment to be used on site. A detailed equipment list is to be submitted as part of the Contractors tender submission. All equipment is to be in safe and working order and must all have current licenses where appropriate. Vehicles are to be operated by qualified or adequately trained personnel. |
| Ladders | Must be available on site and in good condition and fit for industrial use. |
| Scaffold | Must be in good condition and adequately assembled by trained personnel |
| Power Tools | Tools on site must be serviced, in good condition and adequate for the task/job carried out. |
| Electricity | Any works that involve the use of electricity, including temporary power during works, is to be carried out be a suitably trained and certified electrician. |
| Fencing | Contractor is to separate construction area from general public areas using fencing or barrier tape. The site should be a distinct isolated work area. All hazards such as open excavation also need to be clearly marked or fenced. |
| Signage | Contractor to erect appropriate warning signage at work site. A project signboard is to be installed at the site entry at the commencement of works. Project sign board needs to be approved by Employer's representative prior to erection. |
| Storage | Materials are to be stored in an appropriate and safe manner; and in accordance with any relevant material safety data sheet (MSDS). |

| | |
|---|---|
| Waste | All waste is to be collected and moved to a location identified and approved by Employer's representative as a waste disposal area. |
| Ablution | The Contractor should provide adequate ablutions for all personnel or visitors on site. Ablutions must be cleaned on a regular basis to maintain adequate hygiene standards. |
| Access | Site must have a designated entry and exit point. The entry and exit point should be clearly signed and located to provide minimal disruption to the public. |
| Authorised Personnel | Only authorised personnel allowed on site – appropriate signage must be in place to communicate this. |
| Evacuation Plan | An emergency evacuation and management plan must be in place and made known to all on site. |
| Fire fighting | Fire extinguishers must always be available on site and positioned in areas for ease of access in emergency. |
| First Aid | A first aid kit must always be available on site. The Contractor is to ensure that at least two of the Contractor's personnel on site at any time are adequately trained and certified in First Aid. |
| Emergency Response | Emergency response (Police, Ambulance, Fire Brigade) numbers must be available and displayed on site in event of an emergency. |
| Drug & Alcohol | No smoking, alcohol consumption or chewing of betel nut is permitted by the Contractor or staff. No illicit drug of any type are to be present or in use on site. |
| Child Protection | Children are not allowed on site at any time and no worker is ever to accompany a child on site without the expressed approval of the Employer's representative |

**c. Quality**

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

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

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

**d. Environment**

Environmental measures for the project are to include:

- All waste is to be removed from site and disposed of as per Local Authority requirements.

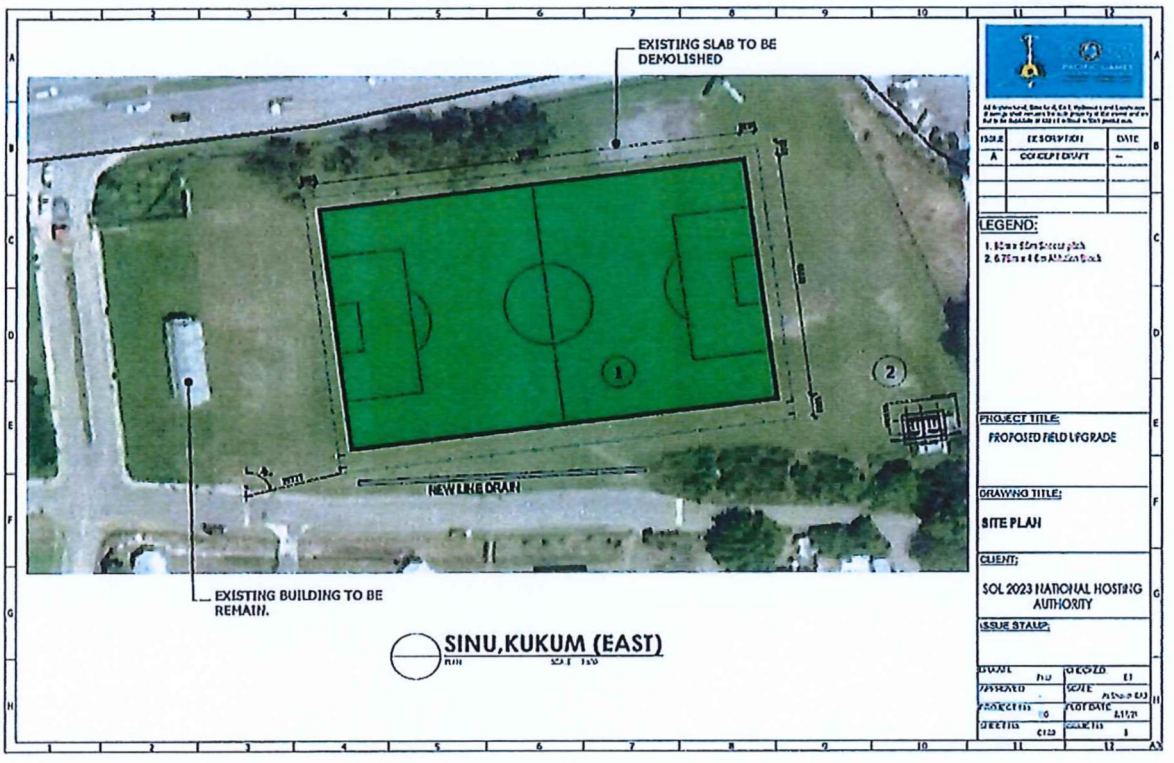
- No waste is to be burnt on site.
- Protective measures must in place to ensure that no run off from the site goes into nearby waterways.
- Any spill of chemicals, diesels or hazardous materials are cleaned up immediately. All hazardous materials are stored in a safe place and in a way that spillage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

## e. Project Administration

| | |
|---|---|
| Authorised Representative | The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English. |
| Pre – Start Meeting | A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities. |
| Project Meetings | Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor. |
| Project Reporting | The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum:<br>• Project progress and timeline update<br>• Key issues and blockages<br>• Pending approvals<br>• Safety summary<br>• Quality summary<br>• Equipment summary<br>• Staff records<br>• Photographic records<br>• Project Finance update |
| Payment Claims | Payment Claims are to be presented to the Employer's Representative /Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment. |
| Work Hours | Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the |

| | |
|---|---|
| | Contractor and approval provided by the Employer's representative. |

## SECTION VI: SITE MAP & LOCATION OF THE SITE


EXISTING SLAB TO BE DEMOLISHED
NEW LINE DRAIN
EXISTING BUILDING TO BE REMAIN.
SINU,KUKUM (EAST)
ISSUE
DESCRIPTION
DATE
A
CONCEPT DRAFT
LEGEND:
PROJECT TITLE:
PROPOSED FIELD UPGRADE
DRAWING TITLE:
SITE PLAN
CLIENT:
SOL 2023 NATIONAL HOSTING AUTHORITY
ISSUE STAUS:

## SECTION X: ANNEXES TO THE CONTRACT

# ANNEX I: TENDER AWARD LETTER

**GAMES TENDER BOARD**
**NATIONAL HOSTING AUTHORITY**

Date: 15th December 2022

To: The Managing Director
Happy Isles Landscaping and Turf
P.O Box 854
Honiara
Solomon Islands

Dear Sir,

**AWARD OF CONTRACT FOR GTB-GFC 11/22- TURF WORKS AND MAINTENANCE SERVICES OF SINU KUKUM FIELD**

The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract to carry out TURF WORKS AND MAINTENANCE SERVICES of SINU Kukum Field, tender reference number GTB-GFC 11/22.

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your Tender for the sum of **SBD$1,297,503.50**

**Peter Himane** will be in contact with you soon to arrange for contract formalities. Work should not be undertaken on this project until a contract between the contractor and the client is in place.

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

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

Games Tender Board
APPROVED
Date: 15/12/2022
Sign:
National Hosting Authority

Yours Sincerely,

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

Cc: Chairman, Games/Internal Tender Board
Secretariat Executive Director
PMU Executive Director
Financial Controller- NHA
Games Facilities Committee
SINU Management

# ANNEX II: PERFORMANCE SECURING DECLARATION

## PERFORMANCE SECURING DECLARATION

*[to be filled in, signed and submitted by the awardee contractor within on or before the signing of the Contract]*

Date: / 01/2023

**NAME OF CONTRACT: TURF WORKS AND MAINTENANCE SERVICES FOR SINU KUKUM FIELD IN HONIARA FOR PACIFIC GAMES 2023**

**Contract Identification No: GTB-GFC11/22**

**To: National Hosting Authority**

We, the undersigned, declare that:

1. We understand that, according to your conditions, the Contract must be supported by a Performance Securing Declaration, in lieu of Performance Security.

2. We accept that we shall be suspended from being eligible for tendering in any contract with the Employer for the period of twelve (12) months, or longer, starting on date specified by the Purchaser, if we are in breach of our obligation(s) under the Contract, because we:

   (a) failed to complete the supply and delivery in accordance with the agreed completion date or agreed extended date of completion; or

   (b) failed to perform the supply and delivery in accordance with the technical specifications and quality standards specified therein.

3. We understand this Performance Securing Declaration shall be rendered ineffective and unenforceable upon our receipt of the Certificate of Completion signed and issued by the Employer.

Signed ..... In the Capacity of *Project Manager*

Name: **Drake Chow**

Duly authorised to sign the Contract for and on behalf of **HAPPY ISLES LANDSCAPING AND TURF(HILT)**

Dated on ...17th... day of...January.....2023

# ANNEX III: TENDER FORM & TENDER SECURING DECLARATION

# ANNEX IV: CONTRACTOR'S BID PRICED BILL OF QUANTITIES

# ANNEX V: CONTRACTOR'S WORK SCHEDULE