



2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

REEM EARTH WORK

1) Minute



Sign by ED

2) Requisition



Compliance Officer

Sign by ED

3) Payment Voucher



Sign by FC

Sign by ED

4) LPO



Sign by FC

Sign by ED

5) IB Authorisations



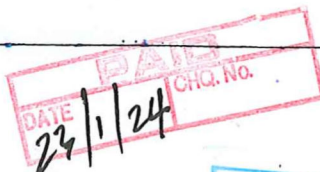
Sign by FC

Sign by ED

Comments:

CHQ 000 325 Ref

Please find supporting documents for Bid Waiver for urgent overlay work on girls dormitories Ablutions at St. Joseph Tenaru games Village, for your signature





NHA-DFAT PAYMENT VOUCHER

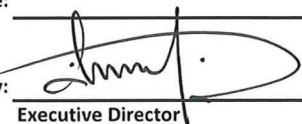
Cheque No: **000328**

Payment to: **REEM EARTH WORK**

Address: **SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA**

Voucher No: **PMU-1290/23**

Date: **17-Jan-24**

Approval by: 
Executive Director

Date: **22/01/24**

Approval by: 
Financial Controller

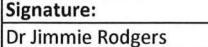
PP

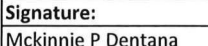
Date: **22/01/24**

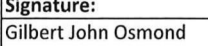
Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
62100-8	LABOUR WORK	Payment for Invoice#001 Urgent Plumbing work to install water Tanks and Pressure Pumps	
	Tenaru School	Girls Dormitories Tenaru School	66,000.00
2-1365	Withholding Tax	Less Withholding tax 7.5%	-\$4,950.00
		Total:-	61,050.00

Amount in Word: Sixty one Thousand, and Fifty dollars 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:

Purchase Order #

PR #

Please indicate the type of payment:

CONSULTANCY FEE

PAYMENT IN ARREARS

RENTAL

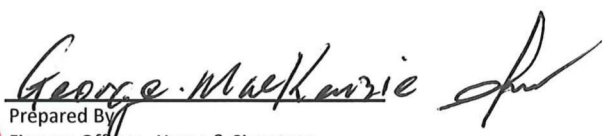
PERDIEM

CONTRACT INSTALLMENT

UTILITIES

MISC/OTHER

Received By
Name & Signature

Prepared By 
Finance Officer - Name & Signature





HONIARA

Bank of South Pacific Limited



Pay

Reem Earth Work

22 / 01 / 2024

or bearer

the sum of

Sixty one thousand and

\$

61,050-00

fifty dollars only

SPORTS SOLOMON FUND

Payable in the
Solomon Islands only.

000328

2001614631

EVANS NMANV

23/01/24



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1290/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	C.S	Payment for Overlay Works for fixing blocked water grid & upgrading of water pressure of Tenane School Girls Abduction	Reem Earthwork	Inv # 001	\$ 66,000.00 ↓
TOTALS					\$66,000.00
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$66,000.00</u>			Account Name: <u>Other local Costs</u>		
Requisition Officer (Name): <u>SOLEANA G.</u>			Funds available on this account: _____		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEEROY BIRD</u>			SBD\$ <u>66,000.00</u>		
Post: <u>EXECUTIVE DIRECTOR, PMU</u>			Signed: <u>[Signature]</u>		
Department: <u>PMU</u>			Name: <u>CARLEY</u>		
Threshold Checklist			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Payment requires one quote (10,000 below)			Compliance Check by: <u>[Signature]</u> Signature		
Payment requires three quotes (\$10,000.00 above)			Name: <u>PETER HIMANE</u> Date: <u>20/12/23</u>		
Is it a ITB Contract Payment			Position: <u>Compliance Manager, NHA</u>		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					

Copy 1 White
Copy 2 Pink
Copy 3 Yellow

NHA Finance
Compliance Department
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: Leeroy Bird, Executive Director, PMU
From: Elwyn Maetia, Project Manager, PMU
NHA Ref: EM-191223
Date: Tuesday 19th November 2023

20/12/23
Done, 20/12/23

SUBJECT: Request for Payment 1 (100% Completion of Urgent Overlay Jobs Payment) for Fixing of Blocked Water grid & Upgrading of Water Pressure of Tenaru School Girls Ablution for the Games Village to REEM EARTH WORK

Dear ED,

I refer to the above subject, your approval is hereby sought to pay **REEM EARTH WORK** (as per). Scope of works requested by GOC Village Supervisor. Payments supporting documents are attached herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GOC- Over Lay Jobs	Contract for Plumbing Works & Upgrade of Water pressure to Girls Ablution Blocks— Tenaru School, for the Games Village	Pay for work progress claim 1, completion of Urgent Overlay Jobs on Girls Ablutions REEMS EARTH WORK	100%	\$66,000.00

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,

Elwyn Maetia
Project Manager, PMU



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

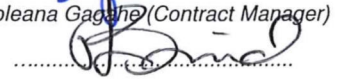
PROGRESS PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Payment No. 1		
Project Name:	General Contract for the Renovation & Upgrading of Kitchen Building- Tenaru School of Games Village for Pacific Games 2023		
Lot:	St. Joseph's Tenaru - Girls Ablution Blocks		
Contractor:	Reem Earth Work		
Project Manager	Elwyn Maetia	Certificate:	PC - 01
Contract Administrator:	Hazel	Date Invoice Received:	20-Nov-23
		Date Issued for payment:	19-Dec-23
		Contract No:	Bid Waiver # 1

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 66,000.00		
1	Payment 1 (100%) - shall be made upon full completion of works in the scope of works	\$ 66,000.00	\$ 66,000.00	Claim

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 66,000.00	
		\$ -	
	Amount payable for this claim after Retention	\$ 66,000.00	

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

Payment is hereby certified:		20/12/23
	Elwyn Maetia (Project Manager)	Date
Complianced and approved by:		20/12/23
	Soleana Gagane (Contract Manager)	Date
Claim is hereby approved for payment by:		20/12/23
	Leeroy Bird (Executive Director - PMU)	Date



Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING AUTHORITY

SITE PROGRESS REPORT

Date: 20th November 2023

CONTRACT NO: GOC Overlay Urgent Jobs

CONTRACT NAME:

General Contract for Urgent Plumbing works on Girls Ablutions for Village
for Pacific Games 2023 – Lot 1 St Joseph Tenaru Catholic Secondary
School – Plumbing Works

CONTRACTOR NAME: REEM EARTH WORK

COMMENCEMENT DATE: 17th November 2023

Sol2023 XVII PACIFIC GAMES
NATIONAL HOSTING
AUTHORITY
P.O Box 2443
Honiara
Solomon Islands

✉ info@sol2023.com.sb

☎ +677 7308800

f Sol2023 XVII Pacific Games



1.0 INTRODUCTION:

In preparation for the sol2023 Pacific Games, the renovation and upgrading of plumbing and hydraulic system of all girls ablution block is one of the important facilities for the games that will be used by teams Solomon and Kiribati that are residing at St. Joseph Tenaru Catholic Secondary School. Thus, this is part of the games Village for the upgrading exercise.

2.0 PURPOSE OF SITE PROGRESS REPORT:

A site inspection was carried out on 21st November 2023, which the effective date of this report. Thus, this report is to provide an up to date progress of the project, purposely for the release of progress payment under the contract for additional Urgent overlay jobs required by GOC, as requested by the Contractor, Reem Earth Work

3.0 FINANCIAL SUMMARY:

CONTRACT AMOUNT: \$66,000.00

CURRENT CLAIM: PMT 1 (Progress Pmt) - 100% - \$66,000.00

OUTSTANDING BALANCE:	00.00	NIL
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APPROVAL DATE: 17 – 11 - 2023

4.0 THE REPORT:

Below are summary of progress to date and miles stone achieved as of the date of inspection;

- Kick-start site meeting with all stakeholders, school Principal, NHA, PMU staff and Contractors. 100% complete
- Mobilisation of labour, tools, equipment, and establishment on site. 100% complete
- Excavation of trenches for laying and connecting of water lines to existing pump water grid. 100% complete
- Setting of 6 water tanks on tank pads and connections 100% Complete
- Connecting of 3 electrical pressure pump 100% Complete
- Connecting of power to all water pump and testing of system
- Cleaning of floor, outside surroundings and cart away all rubbish 100% complete
- Demobilisation of Labour and tools 100% complete

5.0 CONTRACT ISSUES: **NO**

6.0 SITE ISSUE: **NO**

7.0 REMEDY:

8.0 OTHERS: **NO**

9.0 PHOTOS

FIG. 2. INSTALLATION OF WATER TANKS.

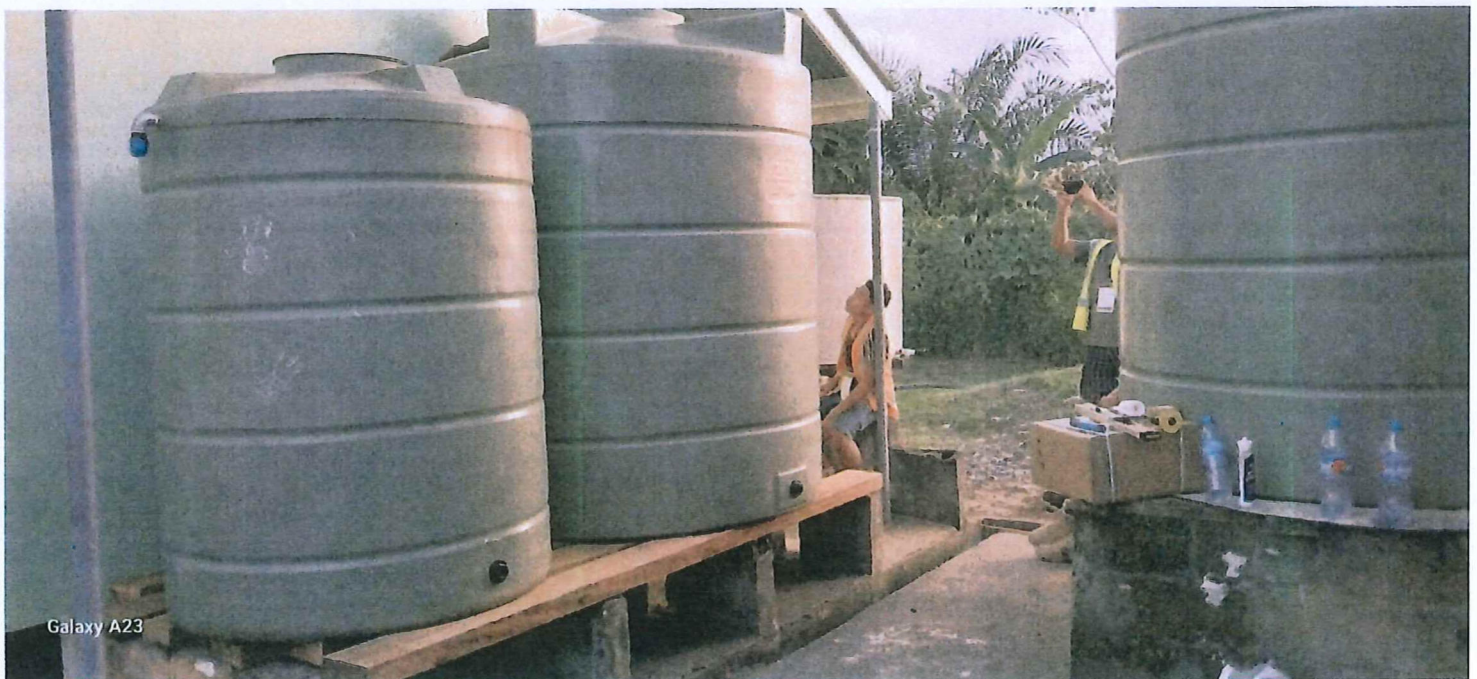


FIG.6. INSTALLATION OF NEW PRESSURE PUMPS.



10. CONCLUSION:

Reem Earth Work is well organised with good workmanship and they have completed all the tasks in the scope of works under the contract and within allowable time.

11. RATINGS:

- Plumbing and pressure upgrade overall completion is 100% complete
- Overall rating is Satisfactory.

COMPILE BY:



ELWYN MAETIA

Project Manager

Overlay Jobs (St. Joseph Tenaru)

Project Management Unit (PMU)



**NATIONAL HOSTING AUTHORITY
Solomon Islands Government**

Bid / Quotation Waiver

In some instances, it is recognised it may not be possible to observe the requirements of competitive quotations or tendering as is stipulated in the FIs, and in which case a **Bid Waiver Form** must be completed. This is prepared by the Division / Section making the purchase, and must be approved by the authority that would approve a purchase of that value (e.g. GTB for Bid Waivers on purchases over \$1,000,000). The waiver will only be granted in circumstances where observing the normal requirements would result in detriment to the people or assets of the Solomon Islands, or where no benefit would be obtained by observing the requirements.

Example where are waiver would be granted include but would be limited to the below.

- In a declared emergency (e.g. SI at War, Emergency, Natural Disaster)
- There is a genuine market limitation on the number of suppliers.
- Equipment is specialized or technical in nature.

Description of Product / Service

PLUMBING SYSTEM BLOCKAGE CLEANING, REPIPING AND PRESSURE UPGRADING WORKS FOR TENARU GIRLS DORMITORIES ABLUTIONS

REASON FOR REQUEST (Please Tick)

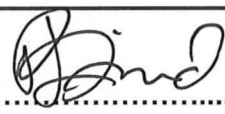
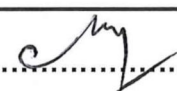
Genuine Market Limitation	☐	Natural Disaster	☐	SI at War	☐
Public Emergency	☒	Technical or Specialized Equipment	☐	Other	☒

Please summarise the reason for the request (you may attach further support if necessary)

St. Joseph Tenaru is one of the Games Village to accommodate Solomon Islands and Kiribati team for the Pacific Games 2023 and all the facilities including hydraulic system was fully completed well ahead of the games. However, during the heavy down pour of rain on 15th to 18th November 2023, it has caused the main water grid system that supplies all the ablution blocks both male and female to block with no flow of in the ablution blocks. This has caused a very big problem and inconveniencies for both teams.

NHA –GOC are facing time constraints that necessitate an urgent approach to this matter. The job is highly compressed, and it has to be done as soon as possible. Given these time constraints. NHA - GOC hereby recommends REEM EARTH WORK to deliver for the sum of **SBD\$66,000.00** NHA –GOC had proven this company to have the capacity in terms of experience, tools, equipment, and holding necessary license and to deliver the services with high standards, quality assurance within time and budget.

Recommended Contractor: REEM EARTH WORK

Requested by: Division / Section	Signed:..... Date: 17/11/23.....
Project Management Unit (GFC)	Leeroy Bird Post: Executive Director Project Management Unit (PMU)
Approved by: Accounting Officer	Signed:..... Date: 17/11/23.....
	Christian Nieng Executive Director National Hosting Authority (NHA)

Rev'd: 17/11
actioned 



Games organizing Committee (GOC)

To: Project Management Unit (PMU)

Date: 17th November 2023

Thru:

From: Leonard Ataáta

Re: Approval for Urgent Overlay Work on Blockage Water Grid System at Tenaru Boys and Girls Ablution and Improvement of the Hydraulic Pressure System.

I refer to the above subject matter, during the heavy down fall on 15th to 18th November 2023, it has caused the water supply grid system of the games village (St. Joseph Tenaru) to block and there was no flow of water to all the ablution blocks.

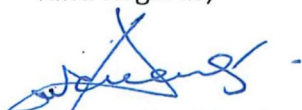
Therefore, I seek your approval to organise with Project Management Unit (PMU) Engineers to address the problem and solve immediately considering the Urgency of the matter. Hence, Solomon and Kiribati teams are now moving into the games village.

Scope of works require:

1. Clean up blocked piping system and get the water up running ASAP,
2. Re grid with new piping system and connect to existing borehole,
3. Improve water storage and pressure to all ablutions for both male and female,
4. Installation of all new pressure pump system to all ablutions.

I thank you for your understanding and await your final approval for the works to commence ASAP.

Kind Regards,



Mr. Leonard Ataáta

Supervisor, St. Joseph Tenaru Village



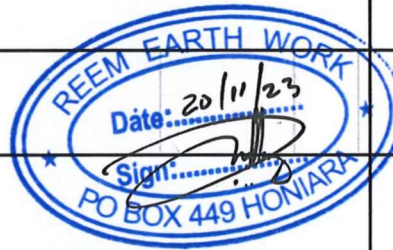
REEM EARTH WORK, P.O.Box 449, Honiara, Solomon Islands, Tel: 677
7539005, 7390747 | Email: evansariki@gmail.com

To	<u>The National Hosting Authority</u>	Date: <u>20/11/2023</u>
Attn:	<u>The Project management unit: Mr. Elwyn Maetia</u>	INVOICE: <u>001</u>

Variation: N/A

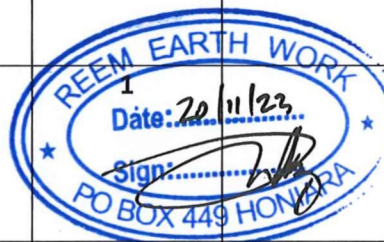
**APPROVAL URGENT PLUMBING WORKS INSTALLING PRESSURE PUMPS TO GIRLS DORMITORIES AT
TENARU SCHOOL FOR SPG 2023.**

<u>NO:</u>	<u>DESCRIPTIONS</u>	<u>AMOUNT</u>
<u>1</u>	<u>PLUMBING WORKS TO INSTALL WATER TANKS AND PREUSSURE PUMPS TO GILRS DORMITORIES AT TENARU SCHOOL FOR SOUTH PACIFIC GAMES 2023.</u>	<u>\$66,000.00</u>
<u>3</u>	<u>Amount Claim:</u>	<u>\$66,000.00</u>



Managing Director, 20th November 2023

ITEM NO	WORK DESCRIPTION	UNIT	QTY	RATE, SBD/UNIT	AMOUNT (SBD)	Column7
1.0	GENERAL & PRELIMINARIES					
1.1	PRELIMINARIES INCL. TRANSPORT, INSURANCE WORKERS COMPENSATION, EQUIPMENTS & TOOLS, SAFETY ATTIRE ON SITE, DIRTY ALLOWANCE.	LS	1		\$13,500	
1.2	PROVISION FOR COMPILATION/ SUBMISSION OF. JOB COMPLETION REPORT. (JCR)	LS	1		\$500	
2.2	EXCAVATION WORKS.CHARGE FOE EXCAVATION FOE NEW PIPE ALIGNMENT THAT CONNECTS TO SIX WATER TANKS.	LS	1		\$4,000	
2.1	NEW PIPING SYSTEM. CHARGE FOR NEW PIPING SYSTEM	LS	1		\$14,000.00	
2.2	WATER TANKS INSTALLATION. INSTALLATION OF THREE WATER TANKS THAT CONNECTS TO THREE PRESSURE PUMPS.	LS	1		\$4,500	
2.3	PRESSURE PUMPS INSTALLATION. INSTALLATION OF THREE PRESSURE PUMPS THAT CONNECTS TO THREE GIRLS ABLUTION BLOCKS.	LS	1		\$28,300	
2.4	POWERING THE PRESSURE PUMPS. CONNECTING OF CABLE FROM POWER BOARD TO POWER THE PRESSURE PUMPS.	LS	1		\$1,200	
				Total	\$66,000.00	





REEM EARTH WORK

P.O. Box 449
Honiara, Solomon Islands
Tel: 677 7539005, 7390747 | Email: evansariki@gmail.com

Our Ref: REW/01/01/2022

Date: 20th November, 2023

**Games Tender Board
PMU Office
National Hosting Authority
Ground Floor Level, Sea King Building- Town Council, Point Cruz
Honiara, Solomon Islands**

Attn: Project Manager/Contract Administrator
Project Management Unit Office,

Dear Sir,

RE: INSTALLATION OF PRESSURE PUMPS AND WATER TANKS AT ST JOSEPH TENARU SCHOOL FOR PACIFIC GAMES 2023.

1. The REW is expressing to be approved our approval payment from your National Hosting Authority as expressed from your urgent call from your good office.
2. The Monitoring and Evaluation Report (MER) of the Report 16 & 17th November 2023 is therefore attached for your perusal at the completion of work.

3. During the development of the schedule for this work, the following assumptions were made:

1. The excavation works for new pipe alignment that connects to new install water tanks.
2. The connection of all piping system .
3. Installations of three water tanks that connected to the three pressure pumps.
4. The installation of three pressure pumps
5. The connecting of cables from power board to pressure pumps.

4.The REW was monitored and evaluated on the starting of the work to the completion and we provide the manpower in the structural design and the structural erecting design to the implementation of the work, within two days, that the work completed on 17th November 2023.

5. "Invoicing and Payment Article 11 Advance

6. The REW is to enhance the government policies in school and sports facilities to enable the translation and implementing of the said policy statements to work effectively with minimum supervision. We are hoping that the policies framework may align the strengthening of the NHA Games 2023, ministries, and statutory bodies and assist the responsible officers to implementation policies in strengthening the institutions.

The affirmed duties and policy statements should be conducive to provide planning, policy coordination, and monitoring and evaluation analytical programs in transforming and formulation of the needed policy changes in the revenue and development budget framework and the short and long term budget strategies.

Yours faithfully,


Mr. Evans Mwangi
Managing Director

Attached:

Cc: First Payment & Completion of the Work

Cc: Monitoring Evaluation Report 17th November 2023

Cc: St. Joseph Tenaru NSS, Plumbing Works to Girls Dormitories at St Joseph Tenaru School Design Pictures on Site.

Cc: SPG2023, PLUMBING WORKS TO GIRLS DORMITORIES AT ST JOSEPH TENARU SCHOOL.

FIG. 1 CLEANING OF WATER TANKS READY TO BE INSTALL.



FIG.3. EXCAVATION FOR NEW PIPE ALIGNMENT TO BE CONNECTED TO SIX WATER TANKS.

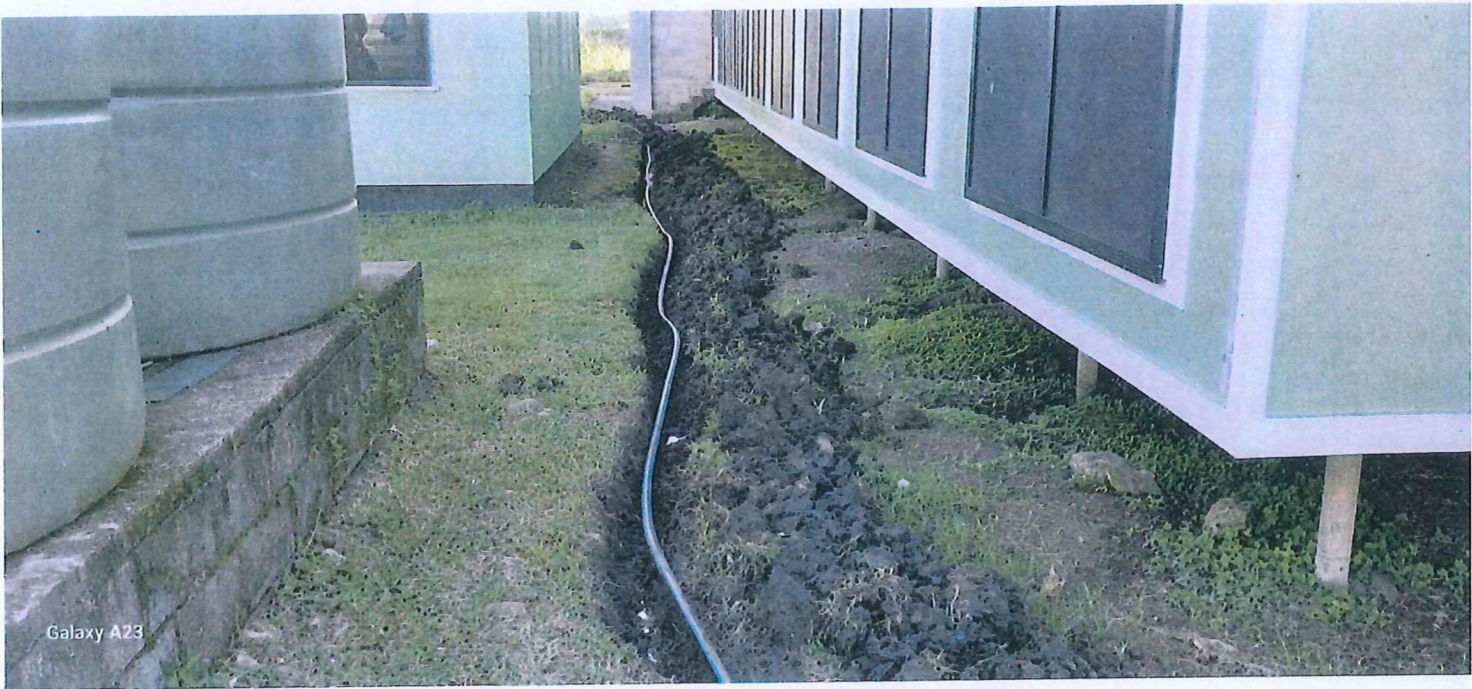


FIG.4. CONNECTION FROM MAIN EXISTING LINE TO NEW INSTALL WATER TANKS.

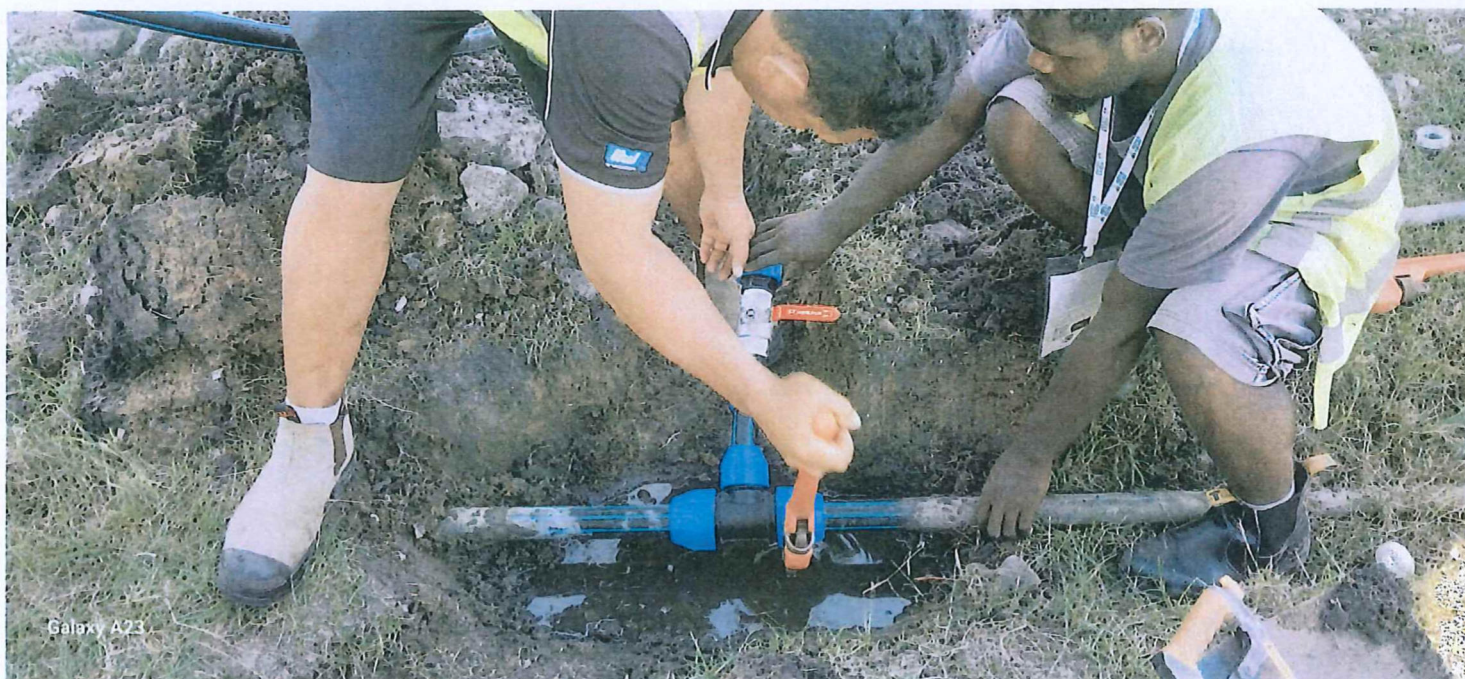
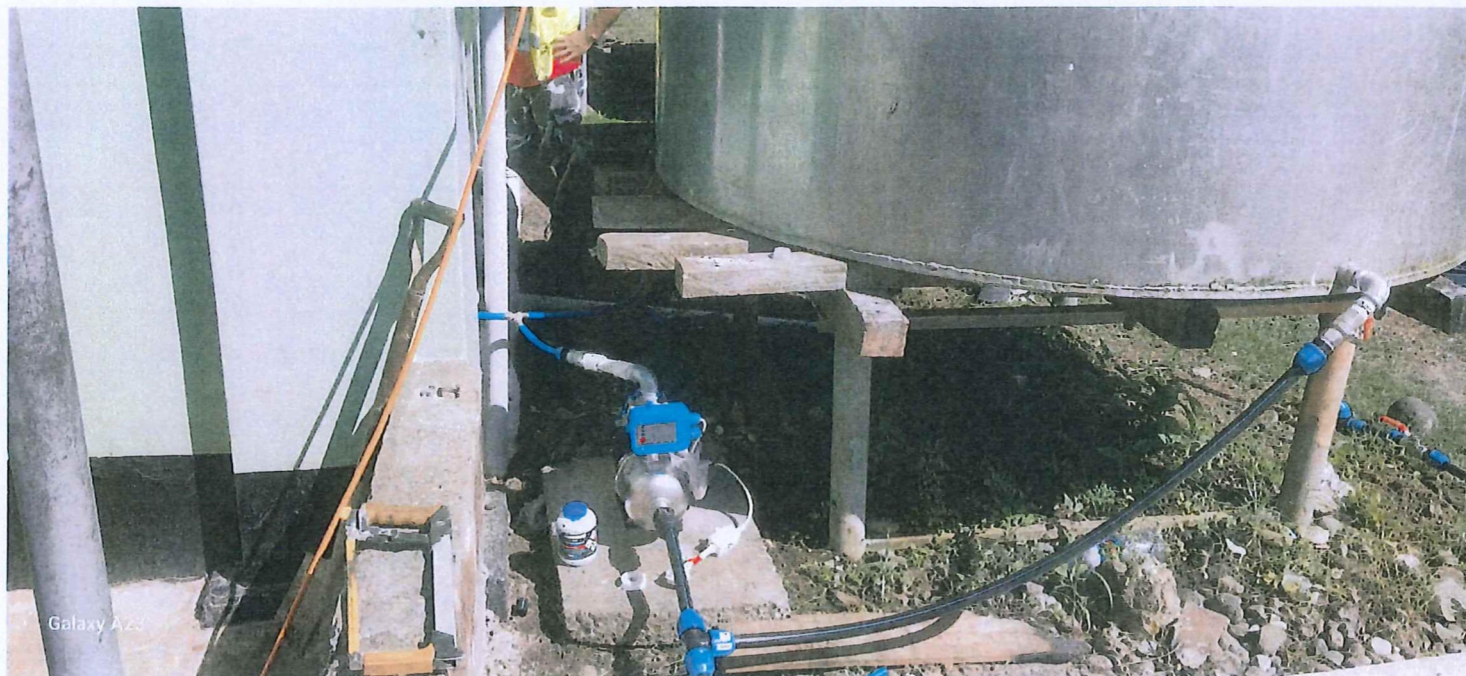


FIG.5. CONNECTION OF NEW PIPE ALIGNMENT FROM WATER TANKS TO PRESSURE PUMPS.





NATIONAL HOSTING AUTHORITY SOLOMON ISLANDS GOVERNMENT

COMPLIANCE CHECKLIST – LPO's (Up to \$100,000 SBD)

C3

Required documents:	FI Ref	Committee	Procurement	Finance
Purchase Requisition (PR)	P7 35	✓		✓
Three Written Quotes and Bid Analysis (if above \$10,000 and these goods/services are not waived in FI's)	P7 9, P7 10 & P7 13	N/A		
One written Quote if it is less than \$10,000.00		N/A		
Bid Waiver (if not following prescribed method in the FI's)	P7 10.3	✓ See attached approved Bid Waiver		
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Procurement department Compliance checks required:				
PR has been signed by authorized person (and not approving payment to themselves)	P7 44		✓	✓
Check amount on PR matches selected quotation			✓	✓
Account code used is correct	P7 38.5(e)		✓	
Name on PR matches quotations	P7 38.5(e)		✓	
Check calculations on quotations are correct	P7 43.2(c)		✓	
Check Bid Waiver is for a Valid Reason			✓	
Check selection of supplier is justified on Bid Analysis			NA	
Check Expenditure is acceptable and proper use of SIG money	P7 43.2(a)		✓	✓
Check second and third quotes are from genuine suppliers			NA	
Check price and rates are reasonable	P7 43.2(b)		✓	✓
Check payment can't be made through Ministry's Standing Imprest (if below \$5,000 SBD)			✓	
Finance Department compliance checks:				
Amount in PV matches Requisition				✓
Account code in PV matches Requisition				✓
Vendor name in PV matches Requisition				✓
Item code and Units entered (eg box, each) correct				
Description has enough detail				✓
Budget OK				✓
LPO Printing				
Amount in LPO matches Requisition				
Vendor name in LPO matches PV				
Account code used is correct				
Invoice posting:				

Invoice matches LPO (total amount, qty and unit costs)				
Amount in PV matches Invoice/LPO				
LPO endorsed by Department for receipt of goods				
All original quotes and requisition attached to LPO/Invoice				

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.

Committee Compliance performed by:

Signed: Gady
Name and Position: CLERIA WARDEN - CA, PMO
Date: 20/12/23

Procurement Compliance performed by:

Signed: Bat
Name and Position: Tamari Birch C-PO
Date: 20/12/23

Finance Compliance performed by:

Signed: Gale
Name and Position: Gregory Gale
Date: 22/1/24



2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

REEM EARTH WORK

1) Minute

☒

Sign by ED

2) Requisition

☐

Compliance Officer

Sign by ED

3) Payment Voucher

☒

Sign by FC

Sign by ED

4) LPO

☐

Sign by FC

Sign by ED

5) IB Authorisations

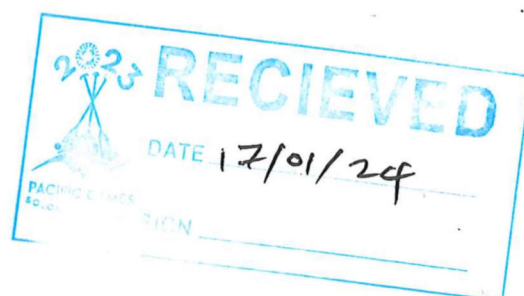
☒

Sign by FC

Sign by ED

Comments:

CHP
CHP#000336
Encl. supporting documents for release of 5% retention to REEM EARTH WORK



NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



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



Phone:
677 7308800

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

MEMORANDUM

To: Executive Director, NHA
Thru: Leeroy Bird, Executive Director, PMU
From: Elwyn Maetia, Project Manager, PMU
NHA Ref: EM-191223
Date: Tuesday 19th December 2023

10/01/24
10/01/24

SUBJECT: Request Progress Payment 4 (5% for Retention Payment) for General Contract for Upgrade of Tenaru Schools Kitchen & Dining Hall Building for the Games Village to REEM Earth Work - Lot 4, Plumbing Works

Dear ED,

I refer to the above subject, your approval is hereby sought to pay **REEM Earth Work** (as per contract terms and conditions). Details of payment are attached herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC	General Contract for Upgrade of Kitchen & Dining Hall – Tenaru School, for the Games Village	Pay for retention payment claim, payment REEM Earth Work	5%	\$11,132.00

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,

Elwyn Maetia
Project Manager, PMU



HONIARA

Bank of South Pacific Limited



Pay

Reem Earth work

30, 01, 2024

or bearer

the sum of

Ten thousand two hundred \$ 10,297-10

and Ninety seven dollars — $\frac{10}{100}$

SPORTS SOLOMON FUND

Payable in the
Solomon Islands only.

000336

2001614631

8 02/02/24

EVANS NANA



NHA-DFAT PAYMENT VOUCHER

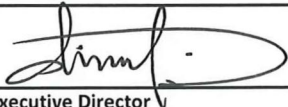
Cheque No: **000336**

Payment to: **REEM EARTHWORK**

Address: **SEAKING BUILDING
TOWN COUNCIL AREA
HONIARA**

Voucher No: **PMU-1319/23**

Date: **24-Jan-24**

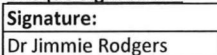
Approval by:  **29/01/24**
Executive Director

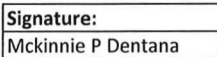
Approval by:  **29/1/24**
Financial Controller

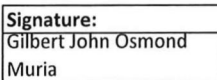
Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	LABOUR WORK	Payment for 5% Retention for General Contract upgrade Tenaru Schools Kitchen & Dinning	
6-2100-7	Tenaru School	Plumbing Work Lot 4 Invoice#001	10,297.10
Total:-			10,297.10

Amount in Word: **Ten thousand, two hundred ninty seven dollars and Ten 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-1319/23**

Please indicate the type of payment:

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

Received By
Name & Signature


Evans


Prepared By
Finance Officer - Name & Signature

PAYMENT SCHEDULE

REEM EARTH WORK

RENOVATION & UPGRADE OF KITCHEN & DINNING HALL BUILDING - TENARU SCHOOL -PLUMBING WORK, LOT 4

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			222,640.00				
12/09/2023	No.1	50%	111,320.00		8,349.00	102,971.00	paid
26/09/2023	No.2	25%	55,660.00		4,174.50	51,485.50	Paid
17/10/2023	No.3	20%	44,528.00		3,339.60	41,188.40	paid
22/01/2024	No 4 - RETENTION	5%	11,132.00		834.90	10,297.10	Payment in Progress
TOTAL			222,640.00	-	16,698.00	205,942.00	



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMO-1319/23

DEPARTMENT: PMO

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment 4 (50% Retention) for General Contract for Upgrade of Tenare School's Kitchen & Dining Hall - Lot 4, Plumbing Works	Reem Earthworks	INV # 001	\$11,132.00 ↓
					TOTALS \$11,132.00
Approval is requested to incur expenditure on the above			Account Code: <u>G-2713</u>		
Estimated Cost (SBD): <u>\$11,132.00</u>			Account Name: <u>Other local other cash</u>		
Requisition Officer (Name): <u>SOLEANA G</u>			Funds available on this account: _____		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEROY BIRD</u>			SBD\$ <u>11,132.00</u>		
Post: <u>ED PMO</u>			Signed: <u>[Signature]</u>		
Department: <u>PMO</u>			Name: <u>Debbie. Renu</u>		
			Note: Authority for expenditure must be given by accounting officer or his/her deligated		
Threshold Checklist			Compliance Check by: <u>[Signature]</u> Signature		
Payment requires one quote (10,000 below)			Name: <u>Peter H</u> Date: <u>15/01/23</u>		
Payment requires three quotes (\$10,000.00 above)			Position: <u>C.P.M.</u>		
Is it a ITB Contract Payment					
Is it a GTB Contract Payment					
Payment is a Bid Waiver					



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMO - 1319/23

DEPARTMENT: PMO

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment 4 (50% Retention) for General Contract for Upgrade of Tenare Schools Kitchen & Dining Hall - Lot 4, Plumbing Works	Reem Earthworks	INV # 001	\$11,132.00 ↓
			TOTALS \$11,132.00		
Approval is requested to incur expenditure on the above			Account Code: <u>G-2717</u>		
Estimated Cost (SBD): <u>\$11,132.00</u>			Account Name: <u>Other local, other costs</u>		
Requisition Officer (Name): <u>SOLEANA G</u>			Funds available on this account: _____		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEROY BIRD</u>			SBD\$ <u>11,132.00</u>		
Post: <u>ED PMO</u>			Signed: <u>[Signature]</u>		
Department: <u>PMO</u>			Name: <u>Deborah Renner</u>		
			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Threshold Checklist			Compliance Check by: <u>[Signature]</u> Signature		
Payment requires one quote (10,000 below)			Name: <u>Peter H</u> Date: <u>15/01/23</u>		
Payment requires three quotes (\$10,000.00 above)			Position: <u>C.P.M.</u>		
Is it a ITB Contract Payment					
Is it a GTB Contract Payment					
Payment is a Bid Waiver					



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	Pr 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	Approval Attached		/
PR signed by requisition officer		/		/
Vendor Information Form (for new vendor)				
ICT Checklist attached (if for ICT equipment)				
Progress Report of works/Photos etc				
Completion report if goods/services and works have been completed		/		/
Other reports if any (goods and services)				
Payment certificate from Engineer matching amount in Requisition		/		/
Invoice from Contractor matching amount in requisition		/		/
Compliance checks required and done by Procurement				
Contract form approved and Signed by Chairman/EDs	P7 27.2		/	/
PR has been signed by authorized person (and not approving payment to themselves)	P7 44		/	/
Check amount on PR matches the signed contract				
Account code used is correct	P7 38.5(e)		/	/
Name on PR matches signed contract	P7 38.5(e)		/	/
Check price and rates are reasonable	P7 43.2(b)		/	/
Data entry checks for PR and Create Payment 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 Pitkoe (PM)
Date: ~~15/01/24~~ 15/01/24

Procurement section Compliance performed by:

Signed: 
Name and Position: Timman Bred CPO
Date: 15/01/23

Finance Department Compliance performed by:

Signed: 
Name and Position: George/Finance officer
Date: 24/01/2024



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

PROGRESS PAYMENT CERTIFICATE NO: 4

Payment Schedule Name:	Payment No. 4		
Project Name:	General Contract for the Renovation & Upgrading of Kitchen Building- Tenaru School of Games Village for Pacific Games 2023		
Lot:	St. Joseph's Tenaru - Dining Hall & Kitchen Lot 4 - Plumbing Works		
Contractor:	Reem Earth Work		
Project Manager	Elwyn Maetia	Certificate:	PC - 04
Contract Administrator:	Hazel	Date Invoice Received:	6-Nov-23
		Date Issued for payment:	19-Dec-23
		Contract No:	GTB-GFC

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 222,640.00		
1	Payment 1 (50%) - shall be made upon mobilization to the site and commencement of works at the site	\$ 111,320.00	\$ 111,320.00	Previous claim
2	Payment 2 - 25%	\$ 55,660.00	\$ 55,660.00	Previous claim
3	Payment 3 - 20%	\$ 44,528.00	\$ 44,528.00	Previous claim
4	Payment 4 - 5%	\$ 11,132.00	\$ 11,132.00	Current claim
5				
8	Progress Claim to date	\$ 222,640.00		
9	Original Contract Value	\$ 222,640.00		
10	Total Adjusted Contract Value			
11	Balance of Contract Payment			

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 11,132.00	
	Retention-Purchaser retains 5% of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 11,132.00	

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

Payment is hereby certified:

Elwyn Maetia (Project Manager)

19/12/23
Date

Complianced and approved by:

Soleana Gappahe (Contract Manager)

24/12/23
Date

Claim is hereby approved for payment by:

Leeroy Bird (Executive Director - PMU)

10/01/24
Date



REEM EARTH WORK

P.O. Box 449
Honiara, Solomon Islands
Tel: 677 7539005, 7390747 | Email: evansariki@gmail.com

Our Ref: REW/01/01/2022

Date: 06th November, 2023

Games Tender Board
PMU Office
National Hosting Authority
Ground Floor Level, Sea King Building- Town Council, Point Cruz
Honiara, Solomon Islands

Attn: Project Manager/Contract Administrator
Project Management Unit Office,

Dear Sir,

RE: PROJECT TITLE: DRAWING TITLE: CLIENT: ISSUE STAMP: SPG2023, PLUMBING WORKS TO KITCHEN AT ST JOSEPH TENARU SCHOOL FOR PACIFIC GAMES 2023- LOT4 – PAYMENT 4 RETENTION

1. The REW is expressing to be approved our Last bid approval payment from your National Hosting Authority as expressed in your **PROJECT TITLE: DRAWING TITLE: CLIENT: ISSUE STAMP: SPG2023, PLUMBING WORKS TO KITCHEN AT TENARU SCHOOL FOR PACIFIC GAMES 2023** as follow: **5% PAYMENT 4 RETENTION UPON COMPLETION OF ANY DEFECTS AND REPAIRS AFTER 25 DAYS AND RECTIFIED BY PROJECT MANAGER 'SPG2023'.**
2. The Retention payment 4 Report of the Report 06TH November 2023 is therefore attached for your perusal at the completion of any defects and repairs after 25 days and rectified by project manager.
3. The REW was monitored and evaluated on the starting of the project to the completion of the projects and we provide the manpower in the structural design and the structural erecting design to the implementation of the project, within these working days of the project, the project was completed on 04th October 2023.
4. The REW is to enhance the government policies in school and sports facilities to enable the translation and implementing of the said policy statements to work effectively with minimum supervision. We are hoping that the policies framework may align the strengthening of the NHA Games 2023, ministries, and statutory bodies and assist the responsible officers to implementation policies in strengthening the institutions.

The affirmed duties and policy statements should be conducive to provide planning, policy coordination, and monitoring and evaluation analytical programs in transforming and formulation of the needed policy changes in the revenue and development budget framework and the short and long term budget strategies.

Yours faithfully,



Managing Director

Attached:

Cc: last Payment & Completion of the Project

Cc: Retention payment 4 Report 06th Octobermber 2023

Cc: St. Joseph Tenaru NSS, Plumbing Works to Kitchen at St Joseph Tenaru School Design Pictures on Site.

Cc: PROJECT TITLE: DRAWING TITLE: CLIENT: ISSUE STAMP: SPG2023, PLUMBING WORKS TO KITCHEN AT ST JOSEPH TENARU SCHOOL.



REEM EARTH WORK, P.O.Box 449, Honiara, Solomon Islands, Tel: 677
7539005, 7390747 | Email: evansariki@gmail.com

To The National Hosting Authority

Date: 06/11/2023

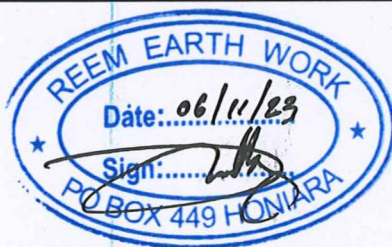
Attn: The Purchaser's Project Manager: Mr. Elwyn Maetia

INVOICE: 001

Variation: N/A

ACCORDING TO THE LEGAL CONTRACT SIGNED WITH THE NHA GAMES 2023 WITH REEM EARTH WORK

<u>NO:</u>	<u>DESCRIPTIONS</u>	<u>AMOUNT</u>
<u>1</u>	<u>Contract Amount:</u>	<u>\$222,640.00</u>
<u>2</u>	<u>The payment 4 Retention 5% of the contact amount to be paid upon completion of any defects and repairs after 25 days and rectified by project manager.</u>	<u>\$11,132.00</u>
<u>3</u>	<u>Amount Claim:</u>	<u>\$11,132.00</u>



Managing Director, 06th October 2023



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

CERTIFICATE OF PRACTICAL COMPLETION

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	PROJECT REF	LOT 4
NHA PROJECT REF:		CERTIFICATE NO:	01
CONTRACT NO:	GTB /GFC 23	DATE ISSUED OF COMPLETION CERTIFICATE	10/10/2023
CONTRACTOR:	REEM EARTH WORK	DLP (Defect Liability Period)	25 days
WORK TYPE:	CARPENTRY WORKS	Lot No:	Lot 1
PROJECT SITE:	ST JOSEPH'S TENARU	BUILDING No.:	KITCHEN
BUILDING NAME:	KITCHEN & DINING HALL BLD.		

1. TERMS AND CONDITIONS OF PRACTICAL COMPLETIONS

Practical Completion means that the Contract Works have been completed pursuant to the scope, terms and conditions of the Contract.

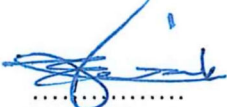
- a) Pursuant to **Article 4 (Guarantee)** that the works is completed and shall be used for its intended purpose without material inconvenience and other works rectification completed.
- b) Completed in accordance with the Contract terms and conditions pursuant to **Article 3-Delivery** as referenced in the scope of works and satisfactory inspection pursuant to **Article 5-Inspection**
- c) With this Practical completion issuance, **Article 4 clause 4.5 (Defects Liability Period)** remained binding with the following terms and conditions.
 - i. It is the liability of the Contractor to rectify any Minor defects and minor omissions for completion during the Defects Liability Period.
 - ii. The Purchaser shall notify contractor of any defect during defects Liability period if cause of any damage is due to contractor's prior improper works.
 - iii. Any undiscovered, latent or other defect or omission which the Site Engineer/Project Manager could not have reasonably discovered.
 - iv. Any work which the site engineer and the Contractor have agreed to defer for completion during the Defects Liability Period, or such later date as agreed between the parties.
 - v. Replace or repair any goods or technical installed equipment under Warranties of such goods or equipment.

- vi. Defects Liability Period commences thereafter signing and issuance of this certificate for the period mentioned herein and as stated in the contract.

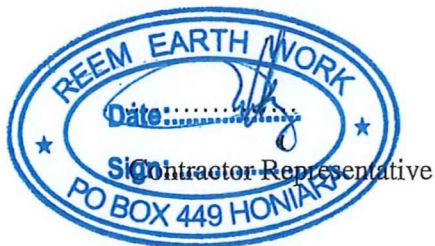
2. Certification of Completion Endorsement

- i. Inspection of the aforementioned works has been carried out on the **10th October 2023**
ii. This is to certify that the Contract Works have been inspected and qualified for Practical Completion on the **5th October 2023**
iii. The Defects Liability Period commenced on this date and continues for a period of **25 Days to 30th October 2023**.

This certificate shall form part of the contract and is legally binding, no waiver of this certificate unless so agreed by parties subjected herein and amendment to the original contract. This certificate is provided to the Principal and Contractor only, and for the purposes set out in this Contract. It is not to be used by the Principal, the Contractor, or any other person, for any other purpose.


.....
Issued by: Elwyn Maetia
(Project Manager)

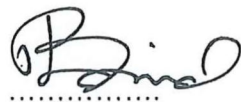
12/10/23
.....
(Date)



12/10/23
.....
(Date)


.....
Signed by Soleana Gagahe
Contracts Manager

16/10/23
.....
(Date)


.....
Signed by Leeroy Bird
(Executive Director)

16/10/23
.....
(Date)

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



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

GAMES VILLAGE CLOSE OUT TEMPLATE

Contents

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Defects List - Attachment.....	3
Defects Liability Rectification Notice.....	3
Defect Assessment Report.	4
DEFECTS COMPLETION REPORT CERTIFICATE	6
Certificate Of Final Completion	8



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Defect List

Project Name:	Labour Based Contract for the Upgrade of Games Village for the Pacific Games 2023	Actual date of DLP Lapses:	(25 Days
Project Manager:	Elwyn Maetia	Project Site:	St. Joseph Tenaru
Project Site Engineer	Chris Mana	Contractor:	REEM Earth Work

Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
1	N/A		
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: 29/12/23

Counter Signed by the Contracts Manager.......... Date: 24/12/23



P O 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.		
2.	NONE	
3.		
4.		

Defects Liability Rectification Notice

Issued to: REEM Earth Work

Defect Liability Notice: 25 Days

Project name: General Contract for Renovation and Upgrade of Kitchen and Dining Hall Building for the Pacific Games 2023

Project Number: GTB – GFC 23

Subject: **Final Inspect for any defected works at Lot 1, Dining Hall, St. Joseph Tenaru**

In conformity of your Contract with the National Hosting authority in which your retention payment (5%) held against defect Liabilities as security of your completed works. Following our final inspection of the project on 3rd November 2023, it is declared that the project is free of defect.

Please submit your invoice to NHA, PMU office for the release of your retention sum.

Sincerely

Soleana. Gagahe
Contracts Manager
Project management Unit



P O BOX 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 23
CONTRACTOR:	REEM Earth Work
WORK TYPE:	Plumbing Works
PROJECT SITE:	St. Joseph Tenaru School
LOT #:	Lot 4
BUILDING NAME:	KITCHEN
DEFECTS PERIOD:	25 Days (10 th October to 3 rd November 2023)
DEFECTS INSPECTION REPORT DATE:	3 rd November 2023
REPORT PREPARED BY	Chris Mana



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Inspection Summary

1. Contractor:

1.1 REEM Earth Work have notified the NHA – PMU of the completion of twenty five (25) days' defects liability period (DFLP) on the 30th October 2023

2. Client - NHA PMU

2.1 NHA –PMU conducted site inspection on the 3rd November 2023

2.2 As per contract, defects liability period payment shall be paid upon satisfaction of all defects rectified by the contractor after twenty five days (25) of practical completion.

3. Action

3.1 After inspection, NHA –PMU has NOT identify any defects on the building – Kitchen.

3.2 NHA –PMU have issued the contractor a notice of no defects.

4. Conclusion:

4.1 The project is free of any defect, the 5% retention can be release in full.



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status

DEFECTS COMPLETION REPORT CERTIFICATE

To: Evan Maru REEM EARTH WORK <i>(The Contractor)</i>	To: Leeroy Bird Executive Director National Hosting Authority, Project Management Unit. PMU <i>(The Employer)</i>
Contact person: Evan Maru	Contact person: Elwyn Maetia
Address: P.O. Box 449, Honiara Honiara, SI	Address: Sea King Building P.O. Box 2443, Honiara, SI
Telephone: 7539005	Telephone: 7166671

Contract no: GTB –GFC /23

Contract title: General Contract for the Renovation and Upgrading of Kitchen for the Pacific Games 2023



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

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:

Leary - B

Name:

10/01/24

Date:

Certificate Of Final Completion

PROJECT NAME:	Renovation & Upgrading of St. Joseph Tenaru- Kitchen	PROJECT SCH REF:	Lot 1
NHA PROJECT REF:	Lot 4	LOT NO:	Lot 4
CONTRACT NO:	GTB – GFC 23	BUILDING NO:	
CONTRACTOR:	REEM Earth Work	CERTIFICATE NO:	CN-1
WORK TYPE:	Plumbing Works	DPL (Defect Liability Period)	10 th Oct to 3 rd Nov 23
PROJECT SITE:	St. Joseph Tenaru	DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE	10 th October 2023
BUILDING NAME:	Kitchen	DEFECT PERIOD LAPSE DATE:	3 rd November 2023



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

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 3rd November 2023.

There was no defect identified on this project, the project is free of defect.

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

Elwyn Maetia
Project Manager

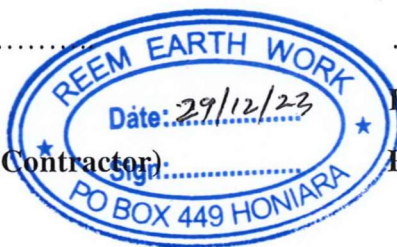
Soleana Gagahe
Contracts Manager

Leeroy Bird
Executive Director

Contractor hereby accepts construction project as finally complete:

Managing Director

Reem Earth Work (Contractor)



Project Manager

Reem Earth Work (Contractor)

Copy to Contractor

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



CONTRACT AGREEMENT

FOR

**PLUMBING WORKS TO KITCHEN AT ST JOSEPH TENARU
SCHOOL**

LOT 4

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

REEM EARTH WORK

August 2023

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SECTION III: APPLICABLE CONDITIONS OF CONTRACT	16
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SECTION V: SCOPE OF WORKS/ SPECIFICATIONS	20
SECTION VI: SITE MAP & LOCATION OF THE SCHOOL	21
SECTION VII: LIST OF LABOURERS	ERROR! BOOKMARK NOT DEFINED.
SECTION VIII: LIST OF MACHINERIES & EQUIPMENT	ERROR! BOOKMARK NOT DEFINED.
SECTION IX: WORKS SCHEDULE.....	ERROR! BOOKMARK NOT DEFINED.
SECTION X: ANNEXES TO THE CONTRACT	ERROR! BOOKMARK NOT DEFINED.

CONTRACT AGREEMENT

THIS AGREEMENT made on this **28th August 2023**, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

REEM EARTH WORK (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by Mr. **EVANS MARU**, herein the Managing Director of **REEMS EARTH WORK**,

WHEREAS the Purchaser desires that the Works known as **PLUMBING WORKS TO KITCHEN AT ST JOSEPH TENARU SCHOOL FOR PACIFIC GAMES 2023-LOT 4** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein at the site mentioned in the Scope of works and Special Condition of the Contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) within a period specified in works schedule.
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\$222,640.00 (Two Hundred Twenty Two Thousand, Six Hundred and Forty Dollars)** 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 the place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **Twenty-eight (28)** days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit of National Hosting Authority**.
6. If there is any damage or loss to the materials on site, the Contractor shall be fully responsible for replacement of such losses and if the Purchaser meets the cost of the losses, the cost of the value of material from the contractor's payment for such damaged or losses by the Contractor.
7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **Twenty-eight (28)** working days from the Contract Commencement date **28th August 2023** and as mentioned in the schedule provided by the **Project Management Unit of National Hosting Authority**.

8. The Contractor shall perform the works directed by the National Hosting Authority. Upon advise from the Purchaser, the Contractor is required to enter the school and perform the task and demobilize from site.
9. 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.
10. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMET UNIT-NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.
11. This Contract is subject to the provisions of the attached General Conditions of Contracts and Particular Conditions of Contract for the Execution of Works.
12. 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.
13. 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).
14. This Contract is subject to the provisions of the attached General Conditions of Contracts and Particular Conditions of Contract for the Execution of Works.
15. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) *Part II: Contract Agreement*
 - b) *Part III: Contract Short terms & Conditions*
 - c) *Works Requirements*
 - d) *Site Maps*
 - e) *Part IV: Annexes-the Contractor's Proposal and any other documents forming part of the Contract and shall be attached as Annexes to the contract including;*
16. Both Parties agreed that this contract is a repair and maintenance Contract of which Key terms and conditions shall apply as part of works and payments.
17. 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.

18. 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.
19. 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.
20. In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.
21. 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.

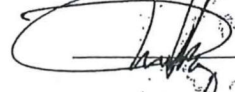
Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority

Name: Christian Nieng
Signature: 
Designation: Executive Director
National Hosting Authority

Date: 26/08/2023

For the Contractor

Name: Evans Manu
Signature: 
Designation: Managing Director
REEM Earth Work

Date: 25/08/2023

Witness signing by Project Management Unit/NHA

Signature: 
Name: Leeroy B. B.
Title: Executive Director
PMU

Date: 28/08/23

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 Special 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 Plumbing 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. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or accidentally involved with the following;
 - a) Not enter premises of unauthorised during working hours unless authorized by the Purchasers representative (s).
 - b) In a possession or consume alcohol or any drug substances within school boundary.
 - c) Playing of loud music or using explicit or unacceptable language on site.
 - d) Enter project site without authorization from the site engineer or in such a case directive from project manager.
 - e) Contractor is not allowed to employ anyone under the age of eighteen years old as this will be breach of contract and Employment Act of Solomon Islands and all international employment conventions.
- 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 5% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of Twenty-five (25) days 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

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 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: Reem Earth Works P.O. Box 449, Honiara Solomon Islands Email: evansariki@gmail.com Mob: 7539005 c. THE LOCATION SITE IS: ST. JOSEPH TENARU SECONDARY SCHOOL LOT 4- KITCHEN
	1.12	• THE PURCHASER'S PROJECT MANAGER IS: Elwyn Maetia Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb
	1.13	• THE CONTRACT ADMINISTRATOR IS. ✱ Hazel Hinai Contract Administrator Project Management Unit National Hosting Authority Email: HHinai@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within 30 th September 2023 for each Lot from the Contract Commencement date. Note: <i>To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.</i>
4. Guarantee	4.5	It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract. If for reasons attributable to the Contractor these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either make such changes, modification, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense
	4.6	This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.
	4.7, 4.8 & 4.9	The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.
5. Inspection	5.1	Inspection and tests by the Employer or 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. Leeroy Bird Executive Director Project Management Unit Email: LBird@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Evans Maru Reems Earth Works P.O. Box 449, Honiara Solomon Islands Email: evansariki@gmail.com Mob: 7539005
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

		c) The Contractor shall guarantee that any incidences occur during the execution of works may not be charged or is not part of the National Hosting Authority, herein the Purchaser.
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SECTION IV: PAYMENT SCHEDULE

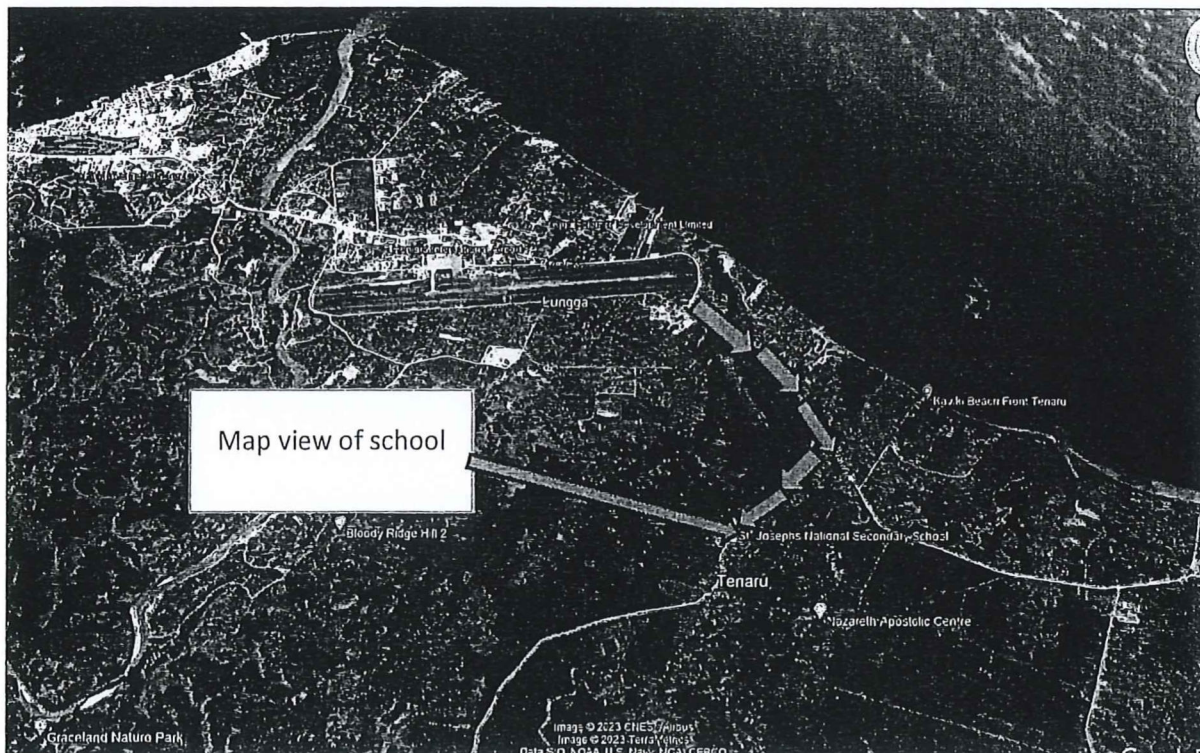
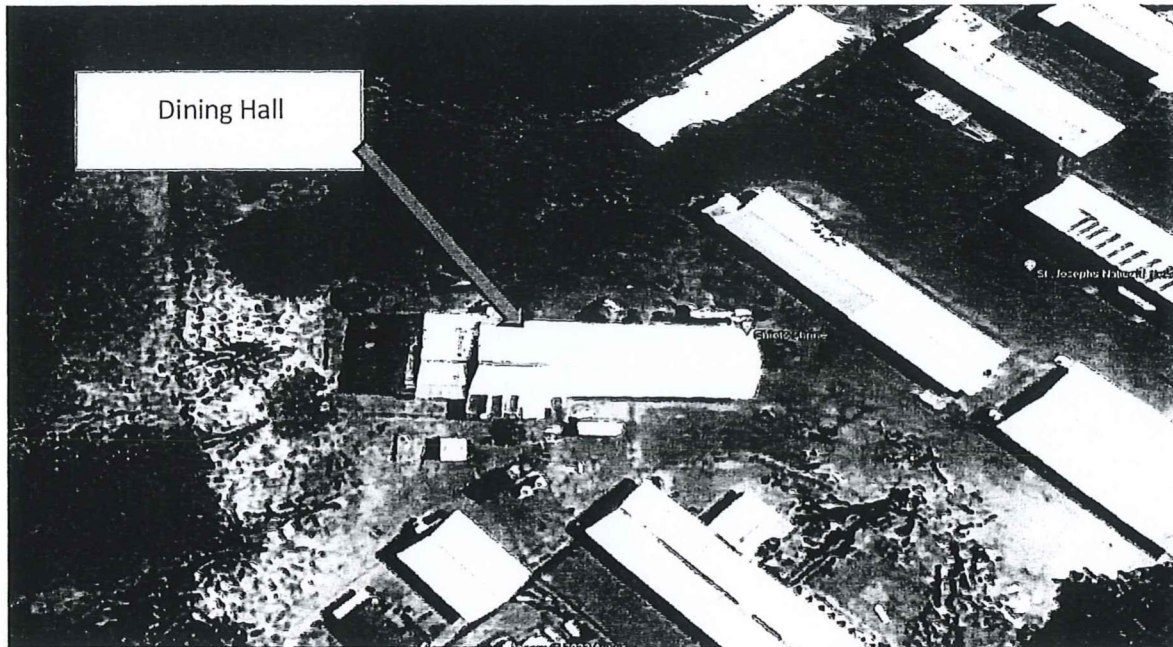
This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractors performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractors work schedule where it shall be revised to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

CONTRACT VALUE			SBD\$ 222,640.00
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No.1	50% payment shall be paid upon Mobilising of labour, materials, tools, site establishments, and demolition works.	\$111,320.00	\$111,320.00
Payment No.2	25% payment shall be paid upon completion of excavation works, completion of soak pit gulley traps, of 50% as required and certified by the Project Manager	\$55,660.00	\$55,660.00
Payment No-3	20% shall be paid upon completion of all works incl. all plumbing fittings connected to all wash sinks and piping to outlets and issue of practical completion certificate by Project Manager	\$44,528.00	\$44,528.00
Payment 4 Retention	5% Retention upon completion of any defects and repairs after 25 days and rectified by Project Manager	\$11,132.00	\$11,132.00
TOTAL			\$ 222,640.00

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

Location of Dining Hall- overview of site



SECTION VI: WORKS SCHEDULE

SECTION VII: OTHER DOCUMENTS

WORKERS COMPENSATION CERTIFICATE

AWARD LETTER

PERFOMANCE GUARANTEE DECLARATION

**NATIONAL HOSTING AUTHORITY
XVII 2023 PACIFIC GAMES**

MEMORANDUM

To: Christian Nieng, Executive Director NHA

Thru: Leeroy Bird, Executive Director, PMU

From: Elwyn Maetla, PMU

NHA Ref: EM-220823

Date: Tuesday 22nd August 2023

SUBJECT: REQUEST FOR SIGNING OF CONTRACTS - Upgrade of Tenaru School KITCHEN for the Games Village

Dear ED,

I hereby request the approval and signature for the above subject underlined matter.

Time constraint:

With less than three months before PG2023, NHA-PMU has anticipated that going out in the market for procurement and tendering process will require a lot of time and thus, increase the likelihood of potential delays to deliver the project in time for the games. Hence, bid waiving the process is the best option that will help alleviate the time constraint and thus deliver the project on time.

Thus, the urgency to deliver the require facilities for the Pacific Games 2023, NHA-PMU is seeking the service of works of qualified contractors to renovate and upgrade the Kitchen at St. Joseph Tenaru Secondary School. Hence, four contractors were selected after submitting their response bid, and further signing their respective contracts and has commenced the works.

See attached email approval to go ahead email trend by PMU ED, Chair NHA and Chair GFC

Considering this factor, NHA-PMU kindly request your signature to the Contracts to aforementioned works that has already been proceed.

Kind regards,

Elwyn Maetla
Project Manager, PMU
Kitchen & Dining Works, Tenaru

FOR SECRETARIAT OFFICE USE ONLY

Signature

Date

Christian Nieng
Executive Director,
National Hosting Authority

Approved

Not Approved

✓

Hi Elwyn,

See email trail below. I could not meet with SPM yesterday but I did manage to get his 'in principle' approval as well as GFC Chair. Please use this in principle approval to prepare contracts while I get the formal, signed approval.

Queenie, please take note of this as an action item to be actioned by the week's end.

Regards

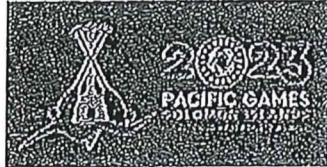
Leeroy Bird

Executive Director-Project Mangement Unit

Secretary to the Games Tender Board

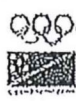
For SOL2023 Pacific Games

Phone: 42093 (L) or 7849476(M)



National Hosting Authority, P.O. Box 2443, Honiara
SOLOMON ISLANDS

Info@sol2023.com.sb 16777100800



From: Leeroy Bird

Sent: Wednesday, 16 August 2023 11:23 AM

To: Joe Sika Chair NSC <Chair@nsc.gov.sb>; Jimmie Rodgers <drjimmler@gmail.com>

Cc: Christian Nieng <CNieng@sol2023.com.sb>

Subject: RE: Tenaru Dining Hall Works

Thank you Chairs for your positive feedbacks. I will get documentations to you for signing later today or early tomorrow for formal approvals.

Regards

Leeroy Bird

Executive Director-Project Mangement Unit

Secretary to the Games Tender Board

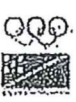
For SOL2023 Pacific Games

Phone: 42093 (L) or 7849476(M)



National Hosting Authority, P.O. Box 2443, Honiara
SOLOMON ISLANDS

Info@sol2023.com.sb 16777100800



From: Joe Sika Chair NSC <Chair@nsc.gov.sb>

Sent: Wednesday, 16 August 2023 9:55 AM

To: Jimmie Rodgers <drjimmler@gmail.com>; Leeroy Bird <LBird@sol2023.com.sb>

Cc: Christian Nieng <CNieng@sol2023.com.sb>

Subject: Re: Tenaru Dining Hall Works

Good morning Chair NHA.

I do apologise as I have a meeting with my directors at 10.00am and can't make the meeting.

However, I have discussed with ED PMU and his engineers previously and agreed already on the plan/process.

I will support any decision you make with the team as this is urgently needed to commence asap.

Regards

Sika

Chair GFC

From: Jimmie Rodgers <drjimmier@gmail.com>
Sent: Wednesday, August 16, 2023 6:26 AM
To: Leeroy Bird
Cc: Christian Nieng; Joe Sika Chair NSC
Subject: RE: Tenaru Dining Hall Works

Attention! This email originated from outside of the organization (SIG). Do not click links or open attachments unless you recognize the sender and know the content is safe.
Dear Director

We have agreed the additional budget and the need to engage four contractors simultaneously to ensure this work is completed asap.

I am coping for the UN meeting this morning to NHA.

Joe can you join us at 10am at the NHA so that we can discuss this and agree the way forward?

Thanks

SPM / NHA Chair

Sent from Mail for Windows

From: Leeroy Bird
Sent: Wednesday, 16 August 2023 2:03 AM
To: Jimmie Rodgers
Cc: Christian Nieng; Joe Sika Chair NSC
Subject: Tenaru Dining Hall Works

Co-Chairs GFC,

As per our presentation and your approval to proceed with the works, we have received costings for the Tenaru dining Hall. Due to the very limited timeframe, we have selected contractors that have proved to be capable in terms of financial capacities, personnel capacities and quality of workmanship from the contractors that have been engaged for the Games Village project. I had hope to sit down with you (NHA Chair) yesterday or today to give a brief on our selection process

but to no avail. Therefore, with this email I wish to seek your approval to have the following contractors be mobilized to site as per our selection:

1. Carpentry works (main dining area)- STM Construction
2. Carpentry works (kitchen area)- SDN eastern Construction
3. Plumbing Works- Reems Earthworks
4. Electrical Works- Sunshine Electrical

These contractors have been prequalified from the Games Village Project as the most reliable ones to deliver within the timeframe and standards we require. I will send through costings from each, but for now, I guarantee a savings of 200k plus from the budget which we had approved. I simply wish to send this initially due to the fact that these contractors need to start asap in order to complete the works with our timeframe also considering the fact that schools are to be handed over as of next month. All documentations are with me and pending sign off as soon as NHA Chair is available to sign off on the combined sum.

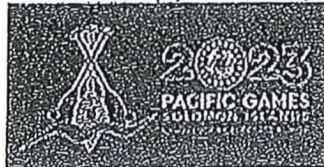
The documentations are in the office which I do not have access to at the moment, but with your approvals as the GFC Chairs, can I allow these contractors to begin preliminary works.

For your usual understanding and consideration.

Regards

Leeroy Bird
Executive Director-Project Mangement Unit
Secretary to the Games Tender Board
For SOL2023 Pacific Games

Phone: 42093 (L) or 7849476(M)



National Hosting Authority, P.O. Box 2443, Honiara
SOLOMON ISLANDS
Email: info@sol2023.com.sb Phone: +677 7100350





PACIFIC GAMES
SOLOMON ISLANDS

**DECISION BY THE NHA CHAIR FOR INFORMATION AND
ENDORSEMENT OF THE GAMES TENDER BOARD
National Hosting Authority**

Ref: NHA Chair NHA/09-23

Date: 16th August 2023

**APPROVAL TO AWARD BID WAIVER URGENT RENOVATION WORKS TO
ST. JOSEPH TENARU SCHOOL DINING HALL AND KITCHEN**

Background

A request was submitted to the NHA Chair for approval being for renovation works to be carried out at St. Joseph's Tenaru School dining hall and kitchen. These works have only just been requested from the Games Organizing Committee after their assessment of the condition of the building. Due to the fact that the GOC intends to accommodate 3-4 contingents within the school, they have requested that the dining hall and kitchen be also included as part of the Games Village upgrade works. Due to the very limited timeframe remaining to complete the works before handover of the schools, the PMU have requested that a bid waiver of the open tender process be granted and contractors pre-qualified to be the best ones from the PMU pool of contractors for the Games Village be engaged. It was on this basis that the PMU recommended a two-fold recommendation to the NHA Chair that are as follows:

1. That the open tender process be waived on the grounds that works are urgent with regards to timeframe to completion.
2. Approval of the following contractors to carry out the works lotted according to trade:

Lot No.	Description	Recommended Contractor	Recommended Price
1	Carpentary Works- Dining Hall	STM Construction	\$1,015,157.00
2	Carpentary Works- Kitchen Area	SDN Eastern	\$716,991.00
3	Plumbing Works	Reems Earthworks	\$222,640.00
4	Electrical Works	Sunshine Electrical	\$479,754.00

NHA Chair Decision

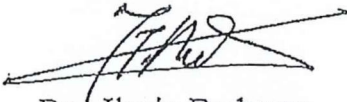
The NHA Chair considered the submission and recommendations from the PMU team and have agreed to approve the recommendations as per highlighted above for a total value of \$2,434,542.00. This decision is on the basis highlighted above whereby the works are urgent and needs to

commence immediately in order to be complete before the handover date proposed to be in mid October.

Dated this 16th day of August 2023

This decision was taken on the basis that time is running out and these works needs to commence immediately and pursuant to the Decision of the NHA Board taken at its meeting on 23rd March 2023, authorising the expenditure level that can be approved by the NHA Chair of up to \$8 million dollars per procurement/tender.

This approval is to be tabled at the next full meeting of the GTB for its noting and endorsement.

A handwritten signature in black ink, appearing to read 'J. Rodgers', with a long horizontal stroke extending to the right.

Dr. Jimie Rodgers
NHA Chair/Secretary to Prime Minister