

NHA-DFAT FUND

Recipient created tax invoice

Purchase number
00000994

Issue date
11/01/2023

Due date
11/01/2023

Bill to

Energy Solomon
P O Box 1693
Solomon Islands

Description	Tax	Amount (\$) including tax
Labor Base Contract for Electrical Works	N-T	588,782.63
Less WHT 7.5%	N-T	-44,158.70
	Tax	\$0.00
	Total Amount (inc. tax)	\$544,623.93
	Total paid	\$53,424.79
	Balance due	\$491,199.14

Contract value was revised.
Error done to first payment.

NHA-DFAT FUND

Energy Solomon
P O Box 1693
Solomon Islands

REMITTANCE ADVICE

Date: 13/01/2023

Payment Number: 906546

Payment Amount: \$53,424.79

Mobilization - 20% Labor base contract for Schools

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB- GFC09/22	0986	11/01/2023	\$267,123.93	\$0.00	\$213,699.14	\$53,424.79



Australian and New Zealand Banking Group Limited (ANZ)

STAMP
DUTY
PAID

HONIARA, SOLOMON ISLANDS

PAY **ENERGY SOLOMON**

OR BEARER

THE SUM OF **FIFTY THREE THOUSAND FOUR HUNDRED
AND TWENTY FOUR DOLLARS 79/100**

DATE

1	3	0	1	2	3
D	D	M	M	Y	Y

NOT
NEGOTIABLE

SBD 53,424.79

PLEASE SIGN ABOVE THIS LINE

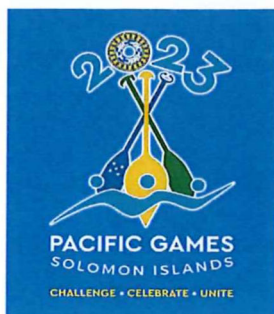
PLEASE SIGN ABOVE THIS LINE

No 906546

NATIONAL HOSTLINE
AUTHORITY 560 140

AUGUSTINE TOTO

16/01/2023



NATIONAL HOSTING AUTHORITY

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

ENERGY SOLOMON
P.O Box 1693
Honiara
Solomon Islands

PAYMENT VOUCHER

DATE 13/01/2023

Cheque Number 906546

Total Amount Paid \$53,424.79

Payment 1 (20% Mobilization) - LOT 1, Electrical Works- St.Joseph Tenaru

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
022011	00000986	11/01/2023	\$267,123.93	\$0.00	\$53,424.79



Payment Voucher Prepared By: _____

Date: 13/01/2023

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

ENERGY SOLOMON

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU / ELECTRICAL WORKS / A6 / LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			288,782.63				
21/12/2022	No.1	20%	57,756.53		4,331.74	53,424.79	Payment in progress
	No.2	35%	101,073.92		7,580.54	93,493.38	
	No.3	35%	101,073.92		7,580.54	93,493.38	
	No.4 - RETENTION	10%	28,878.26		2,165.87	26,712.39	
			-		-	-	
TOTAL			288,782.63	-	21,658.70	267,123.93	



OFFICIAL PURCHASE ORDER

NHA/SOL2023 Pacific Games

PO Box 2443

Honoria, Solomon Islands

Phone: (677)7308800

Email: dsifoni@sol2023.com.sb



PO # NHA

0986

DATE: 11/01/2023

Supplier:	Energy Solomon	Delivery to:	Pmu.
Address:	PO Box 1693, Honiara, Solomon Is	Attention:	Peter Humane.
Mobile:	7828877	Mobile:	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Payment being for Labour-based contract of school upgrade for the games village - St Joseph Tenaru, Electrical works, AG, Lot 1 (Contract No: GTB-GFC 09/22)			\$288,782.63
	Inv #022011			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	\$288,782.63
TAX	
TOTAL	\$288,782.63

NHA Account Name: Other Local Other Costs	NHA Account Code: 6-2717
MOFT Account Name:	MOFT Account Code:
Approved by: Signature: [Signature] for [Financial Controller]	Date: 12/1/23
Signature: [Signature] [CEO]	Date: 12/1/23

Copy 1 White

Copy 2 Pink

Copy 3 Yellow

Supplier

Ordering Department

Finance

OFFICIAL PURCHASE ORDER

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

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



PO # NHA

0986

DATE:

19/01/2023

Supplier:	Energy Solomon I.	Delivery to:	PMU - Finance
Address:	PO Box 1693, Honiara, Solomon Is.	Attention:	Peter H. Hahane
Mobile:	782 8877	Mobile:	
		Delivery Date:	

Item	Description	Qty	Price (excl Tax)	Total
	Payment being for labor met.	5		\$288,782.63
	base contract of school			
	upgrade for the games			
	village - St. Joseph Tenaru,			
	Electrical works, AG Lot 1			
	(Contract No: GTB-GFC 09/22)			
	Inv #022071			12/1/23

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal

\$288,782.63

TAX

TOTAL

\$288,782.63

NHA Account Name: Other Local Other Costs	NHA Account Code: 6-27190
MOFT Account Name:	MOFT Account Code:
Approved by: Signature: [Signature]	Date: 12/1/23
for [Financial Controller]	
Signature: [Signature]	Date: 12/1/23
[CEO] PP	

Copy 1 White
Copy 2 Pink
Copy 3 Yellow

Supplier
Ordering Department
Finance



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 417/23DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Request mobilization payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for the Games Village to Energy Solomon - Lot 1 - Electrical Works (Contract No: GTB - GFC 09/22)	Energy Solomon	INV# 022011	\$57,756.53 ↓
			TOTALS \$57,756.53		
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$57,756.53</u>			Account Name: <u>Others local other costs</u>		
Requisition Officer (Name): <u>SOLEANA GAGAHE</u>			Funds available on this account: _____		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>ELDON TEPA</u>			SBD\$ <u>57,756 - 53</u>		
Post: <u>EXECUTIVE DIRECTOR, PMU</u>			Signed: <u>[Signature]</u>		
Department: <u>GFC - PMU</u>			Name: <u>Debbie Rence</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>Darcy V. This</u> Date: <u>11/01/2023</u>		
Payment requires three quotes (\$10,000.00 above)			Position: <u>Payment Compliance Captain</u>		
Is it a ITB Contract Payment					
Is it a GTB Contract Payment					
Payment is a Bid Waiver					



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 417/23DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Request mobilization payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for the Games Village to Energy Solomon - Lot 1 - Electrical Works (Contract No: GTB - GFC 09/22)	Energy Solomon	INV# 022011	\$57,756.53 ↓
			TOTALS \$57,756.53		
Approval is requested to incur expenditure on the above					
Estimated Cost (SBD): <u>\$57,756.53</u>			Account Code: <u>6-2717</u>		
Date: <u>09/01/2023</u>			Account Name: <u>Others Local Other Costs</u>		
Requisition Officer (Name): <u>SOLEANA GAGAHE</u>			Sign: <u>[Signature]</u>		
Funds available on this account: _____					
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>ELDON TEPA</u>			SBD\$ <u>57,756.53</u>		
Sign: <u>[Signature]</u> <u>9/1/23</u>			Signed: <u>[Signature]</u>		
Post: <u>EXECUTIVE DIRECTOR, PMU</u>			Name: <u>Debbie. Rence</u>		
Department: <u>GFC - PMU</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>Darkey. V. Tho</u> Date: <u>11/01/2023</u>		
Payment requires three quotes (\$10,000.00 above)			Position: <u>Compliance Coordinator</u>		
Is it a ITB Contract Payment					
Is it a GTB Contract Payment					
Payment is a Bid Waiver					

12/1/23

NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



C/-P.O. Box 2443

Honiara
Solomon Islands



Phone:
677 7308800

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

MEMORANDUM

To: Executive Director, NHA
Thru: Eldon Tapa, Executive Director, PMU
From: Freda Waki, PMU
NHA Ref: FW-161222
Date: Friday 16th December 2022

SUBJECT: Request Mobilization Payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for the Games Village to Energy Solomon- Lot 1- Electrical works.

Dear ED,

I refer to the above subject, your approval is hereby sought to pay Energy Solomon (Lot 1- Electrical works as per contract terms and conditions). Details of payment are attached as herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Mobilization for Building 6,7,8,9 & 10 Classroom & Girls Dormitories.	20%	\$57,756.53

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,

Freda Waki
Project Engineer, PMU

FOR SECRETARIAT OFFICE USE ONLY

Signature

Date

Mr Christian Nieng
Executive Director
National Hosting Authority

Cc. FC

Approved

Not Approved





INV NO: 022011

Specialised in all electrical work

DOMESTIC - COMMERCIAL - INDUSTRIAL - PROJECT - MARINE - RURAL - RENEWABLE ENERGY

P.O Box 1693, Honiara, Solomon Islands
M: +677 7828877, Email: energysolomons@gmail.com

Invoice

Bill To:

NATIONAL HOSTING AUTHORITY
P.O.Box
Honiara, Solomon Islands

Job Date N/A

Site & Location: SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL.

Hrs: N/A

Job No: NHA CONTRACT

LPO No: N/A

Date: 16/Dec/22

Due Date:

Job Description / Materials	QTY/HRS	Unit Price	Total
<u>ELECTRICAL WORKS / TENARU N S S.</u>			
(1) Claim of mobilization payment, 20% of contract total cost.	1	57,756.53	57,756.53
Materials			-
25% mark up			-
Labour			-
Logistics			-
25% profit margin			-
Sub Total			-
10% GST			-
Sign:  Total: Amount Paid: Balance Due:			57,756.53



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

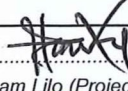
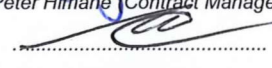
PROGRESS PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Payment No. 1		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 1 - St. Joseph's Tenaru - Building 6,7,8,9 & 10 - Electrical Works		
Contractor:	Energy Solomon		
Project Manager	Graham Lilo	Certificate:	PC - 01
Contract Administrator:	Soleana Gagahe	Date Invoice Received:	06-Jan-23
		Date Issued for payment:	06-Jan-23
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 288,782.63		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the site	\$ 57,756.53	\$ 57,756.53	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	Progress Claim to date	\$ 57,756.53		
9	Original Contract Value	\$ 288,782.63		
10	Total Adjusted Contract Value	\$ 288,782.63		
11	Balance of Contract Payment	\$ 231,026.10		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 57,756.53	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 57,756.53	

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

Payment is hereby certified:		09/01/23
	Graham Lilo (Project Manager)	Date
Complianced and approved by:		09/01/23
	Peter Hlmane (Contract Manager)	Date
Claim is hereby approved for payment by:		9/1/23
	Eldon Tepa (Executive Director - PMU)	Date

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



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Augustine Toto
Managing Director
Energy Solomon
Henderson
East Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – ST JOSEPH TENARU / ELECTRICAL / A6 / Lot 1**

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

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

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

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

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

Yours Sincerely,



Mr. Leeroy Bird

GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

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



CONTRACT AGREEMENT

FOR

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

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**ELECTRICAL WORKS FOR BUILDING 6,7,8,9 & 10-CLASSROOM &
GIRLS DORMITORIES**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

Energy Solomon

(GTB-GFC09/22)

December 2022

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CONTRACT AGREEMENT

THIS AGREEMENT made on this 16th December 2022, between **National Hosting Authority**, representing the **Solomon Islands Government** (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman,

AND

Energy Solomon (hereinafter "the Contractor"), of Honiara, Solomon Islands, of the other part represented by **Augustine Toto**, herein the Managing Director of **Energy Solomon**,

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) within a period of 10 months.
3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.
4. The total Price shall be **SBD\$ 288,782.63**. The agreed price for the execution of the Works is fixed for the duration of the Contract.
5. The Contractor shall be liable for any material supplied and damaged by either cutting, mishandling, improper storage at the works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.
6. Unless otherwise in any situation where change of Scope of Works arises, the labour-based amount shall change in lieu of this Contract.
7. The place where the Works must be executed shall be at the site described as in Contract. The works shall be completed within **thirty** working days from the Contract Commencement date and as mentioned in the schedule provided by the **Project Management Unit of National Hosting Authority**.
8. The Contractor shall supply labour for the period specified and shall be for the duration of **thirty** required working days.
9. Contractor shall not responsible for materials, but responsible for labour and other administration costs and machineries.

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

Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

Name of Building: BUILDING 6,7, 8, 9 & 10-CLASSROOM & GIRLS DORMITORIES

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.
12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.
13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.
14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).
15. This Contract is subject to the provisions of the attached General Conditions of Contracts and Particular Conditions of Contract for the Execution of Works.
16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
- a) Contract Agreement*
 - b) General Conditions of Contract*
 - c) Applicable Conditions of Contract*
 - d) Payment Schedule*
 - e) Scope of Works/ Specifications*
 - f) Site Map & Location of the School*
 - g) List of Labourers*
 - h) List of Machineries & Equipment*
 - i) Works Schedule*
 - j) Annexes to the Contract:*
 - a. Tender Award Letter*
 - b. Worker's Compensation Certificate*

c. Police Clearance Certificates

d. Other documents attached as additional Annexes to the Contract

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.
18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
21. In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.
22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority **For the Contractor**

Name: Christian Ngeng

Name:

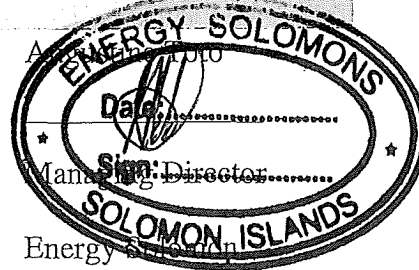
Signature:

Signature:

Designation: Executive Director

Designation:

National Hosting
Authority



Date: 17/1/22/2022

Date:

16/1/22/2022

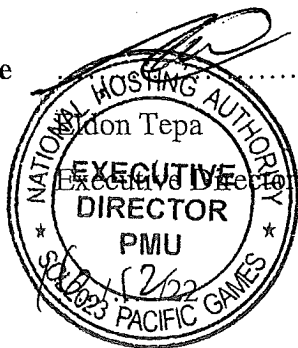
Witness signing by Project Management Unit/NHA

Signature

Name:

Title:

Date:



SECTION II: GENERAL CONDITIONS OF CONTRACT

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

- 1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.
- 1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.
- 1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
- 1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.
- 1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
- 1.6 **CONTRACTOR:** The Employer's counterparty.
- 1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** The Employer or the Contractor, depending on the context.
- 1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
- 1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.
- 1.12 The **Project Manager** is the person named in the **Contract Terms & Conditions** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.
- 1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.\

Article 2 Application

- 2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 1.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

- 3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.
- 3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.
- 3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.
- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or 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.
- f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing.
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 'In writing' is understood to include 'electronically', provided:
 - a. the notification can be consulted by the addressee.
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
- 8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.
- 8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

- 9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.
- 9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.
- 10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

- 12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.
- 12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:
 - a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.
- 16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

- 18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
- 18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

- 21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.
- 21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. THE PURCHASER IS: National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands b. THE CONTRACTOR: Energy Solomon Henderson Honiara Solomon Islands Email: energysolomonsevicess@gmail.com Mob: 7828877 c. THE LOCATION SITE IS: LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 6,7,8,9 & 10-CLASSROOM & GIRLS DORMITORIES
	1.12	• THE PURCHASER'S PROJECT MANAGER IS: Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • THE PURCHASER'S SITE ENGINEER IS: Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• THE CONTRACT ADMINISTRATOR IS. Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. Note: <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 3 rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS. Eldon Tepa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Augustine Toto Energy Solomon Henderson Honiara Solomon Islands Email: energysolomonsevicess@gmail.com Mob: 7828877
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\$ 288,782.63
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon signing of Contract and contractor's mobilization to site	\$ 57,756.53	\$ 57,756.53
Payment No.2	35% payment shall be paid upon completion of Electrical Works for BUILDINGS 6, 7 & 8	\$ 101,073.92	\$ 101,073.92
Payment No.3	35% payment shall be paid upon completion of Electrical Works for BUILDINGS 9 & 10	\$ 101,073.92	\$ 101,073.92
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	\$28,878.26	\$28,878.26
TOTAL			\$ 288,782.63

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 6: SCOPE OF WORKS

Building 6 is a single-story building consisting of classrooms and science laboratories separated in units.

Ground Floor (F4s, F5s & Science Laboratories)

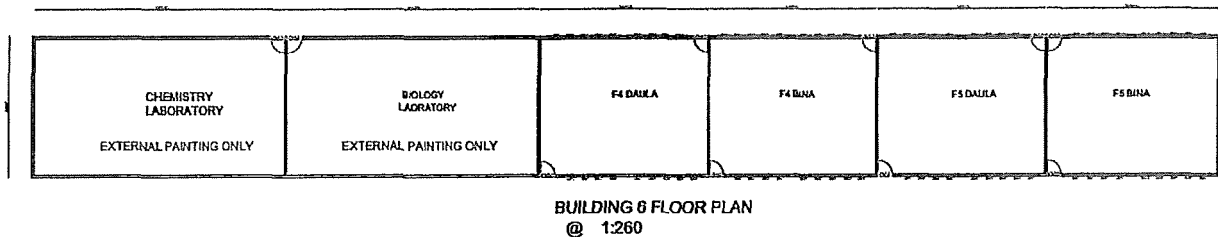


Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 6.

The following are the scope of works for **building 6 ground floor** (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- *Disconnect loop from the home economics building to building 6*
- *Allow installation of new single phase 10mm service to building 6*
- *Upgrade the mains cable*
- *Remove and replace entry box*

ii. Grounding

- *Install earthing's with accordance to ANZ/NZ standard*

iii. Sub-Mains

- *Allow installation of submains cable from the main Switch board to sub - distribution boards*
- *Upgrade the switchboard to 12-way*

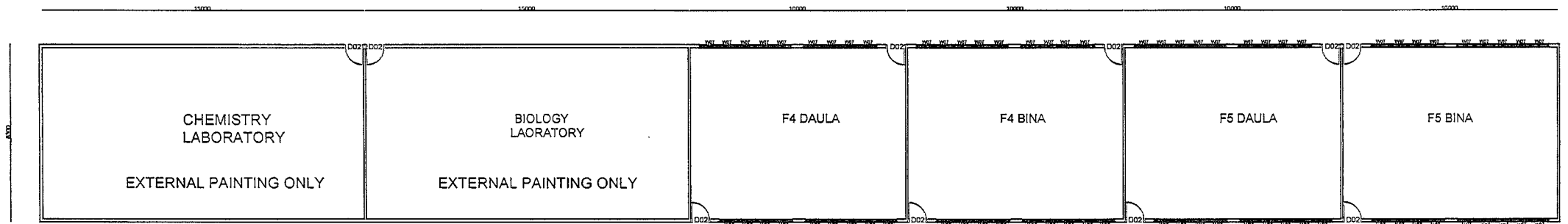
iv. GPOs

- *Install GPOs and wire it externally using conduits (GPOs to use mounting blocks)*
- *Install new 10A GPOs for each room*

v.

Lightings

- Remove defected lights and light holders
- Replace new 4ft fluorescent light fittings for each room including light switches



BUILDING 6 FLOOR PLAN
@ 1:260



PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:260	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F. ARFRAID	G. LI' O	

- Allow installation of submains cable from the main Switch board to sub - distribution boards
- Upgrade the switchboard to 12-way

iv. GPOs

- *Install GPOs and wire it externally using conduits (GPOs to use mounting blocks)*
- *Install new 10A GPOs for each room*

v. Lightings

- Remove defected lights and light holders
- Replace new 4ft fluorescent light fittings for each room including light switches

- The following are the scope of works for **building 8 ground floor** (classrooms).

iii. Sub-Mains

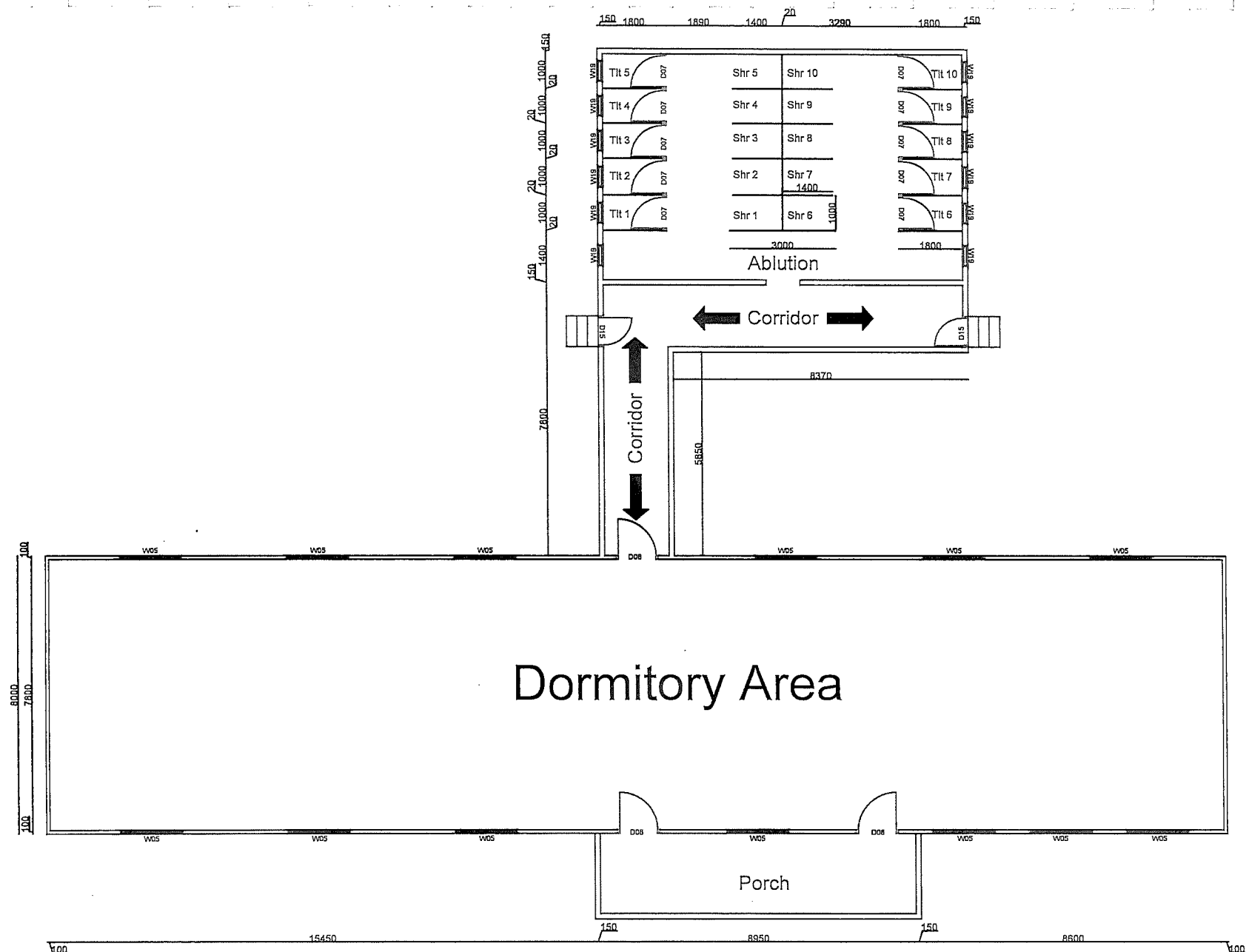
- *Allow installation of submains cable from the main Switch board to sub-distribution boards.*

iv. GPOs

- *Remove any existing GPOs*
- *Install new 10A GPOs for each room*

v. Lightings

- *Remove all old light fittings and light switches.*
- *Install new 4ft fluorescent light fittings for each room including light switches.*
- *Remove old light circuits and install new ones.*



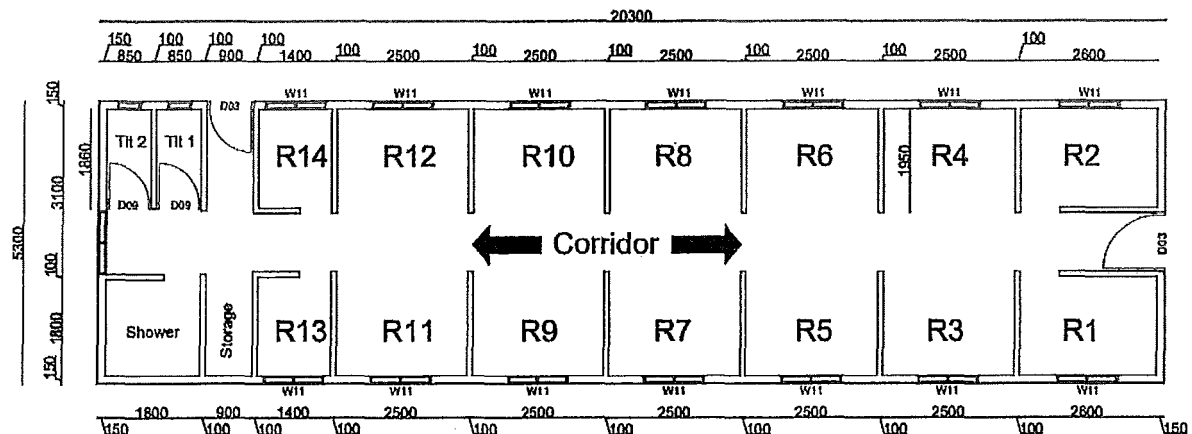
BUILDING 8 FLOOR PLAN
@ 1:160

NORTH ⊕	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:160	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. LILO	1

BUILDING 9: SCOPE OF WORKS

Building 9 is a double story building consisting of girls' dormitories on the ground floor and on the top floor.

Ground Floor (Girls' Dormitories)



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for **building 9 ground floor** (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- Allow installation of new 3phase 16mm service to each separate building

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

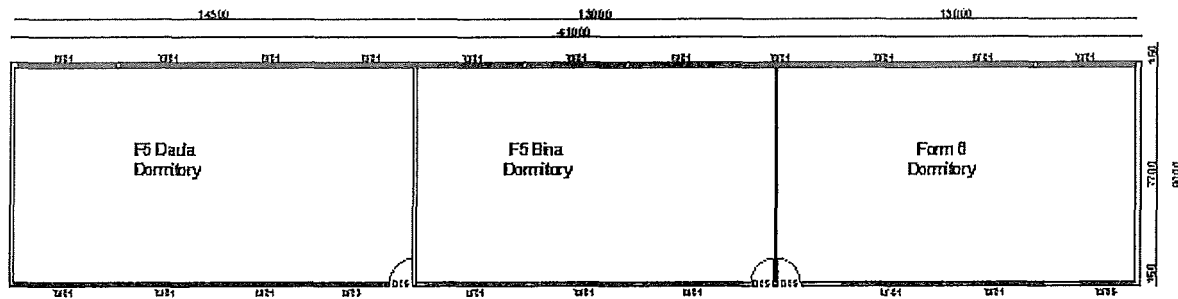
- Allow installation of submains cable from the main Switch board to sub-distribution boards.

iv. GPOs

- Remove any existing GPOs
- Install new 10A GPOs for each room

- v. Lightings
 - Remove all old light fittings and light switches.
 - Install new 4ft fluorescent light fittings for each room including light switches.
 - Remove old light circuits and install new ones.

Top Floor (Boys' Dormitories)



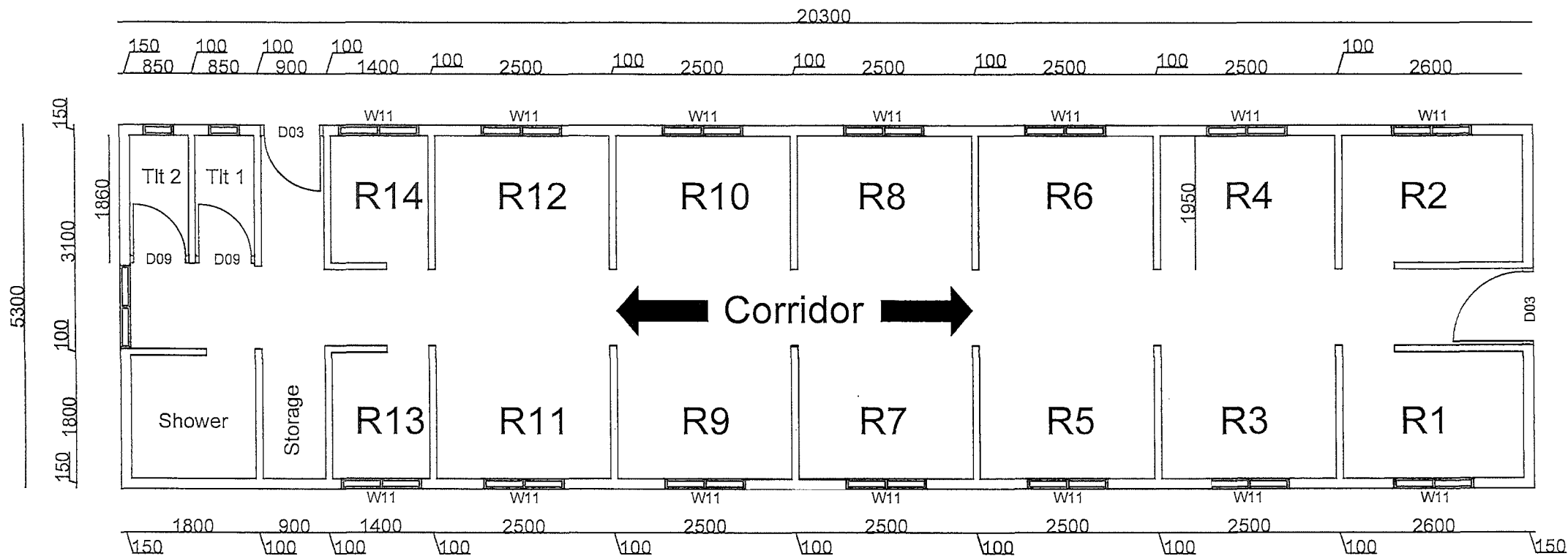
BUILDING 1 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

The following are the scope of works for **building 9 ground floor** (Boys' Dormitories).

1. Electrical Works

- i. Main Power Supply and Service Line
 - Allow installation of new 3phase 16mm service to each separate building
- ii. Grounding
 - Install earthing's with accordance to ANZ/NZ standard
- iii. Sub-Mains
 - Allow installation of submains cable from the main Switch board to sub-distribution boards.
- iv. GPOs
 - Remove any existing GPOs
 - Install new 10A GPOs for each room
- v. Lightings
 - Remove all old light fittings and light switches.
 - Install new 4ft fluorescent light fittings for each room including light switches.
 - Remove old light circuits and install new ones.



BUILDING 9 GROUND FLOOR PLAN

@ SCALE 1:80



PLAN VIEW
SCALE: 1:80

SCHOOL:
PROJECT NAME:

ST. JOSEPH'S TENARU
O3 GAMES VILLAGE

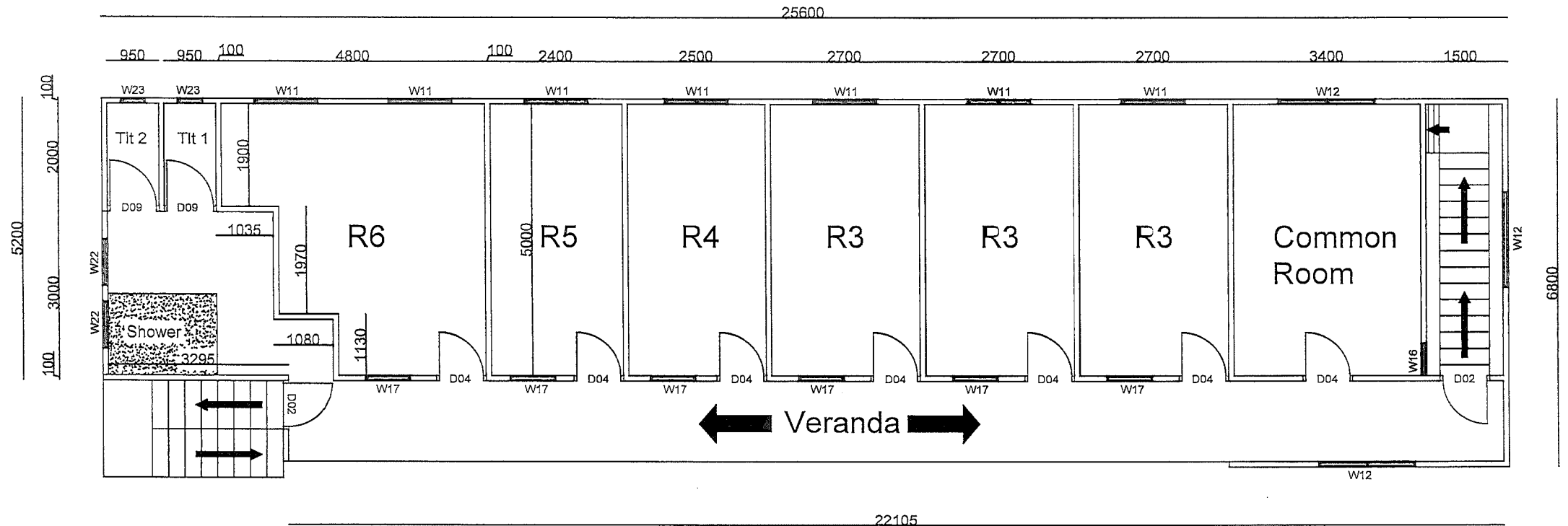
DATE:
14/06/2022

DRAWN:
F. WAKI

CHECKED BY:
F.AREBAIO

APPROVED:
G. LILO

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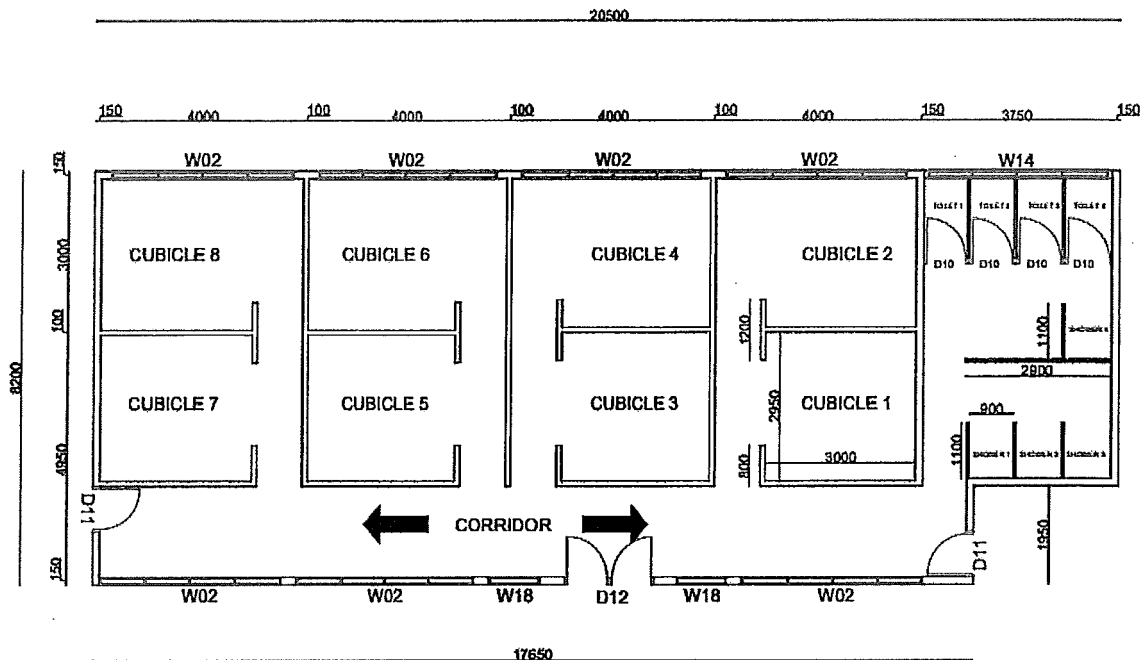
BUILDING 9 TOP FLOOR PLAN @ SCALE 1:100

NORTH 	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
	SCALE: 1:100	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. LILO	I

BUILDING 10: SCOPE OF WORKS

Building 10 is a single - story building consisting of girls' dormitories on the ground floor.

Ground Floor (Girls' Dormitories)



BUILDING 10 FLOOR PLAN @ SCALE 1:90

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 10.

The following are the scope of works for **building 10 ground floor** (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- Allow installation of new single phase 10mm service to building 10

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

- Allow installation of submains cable from the main Switch board to sub - distribution boards.

iv.

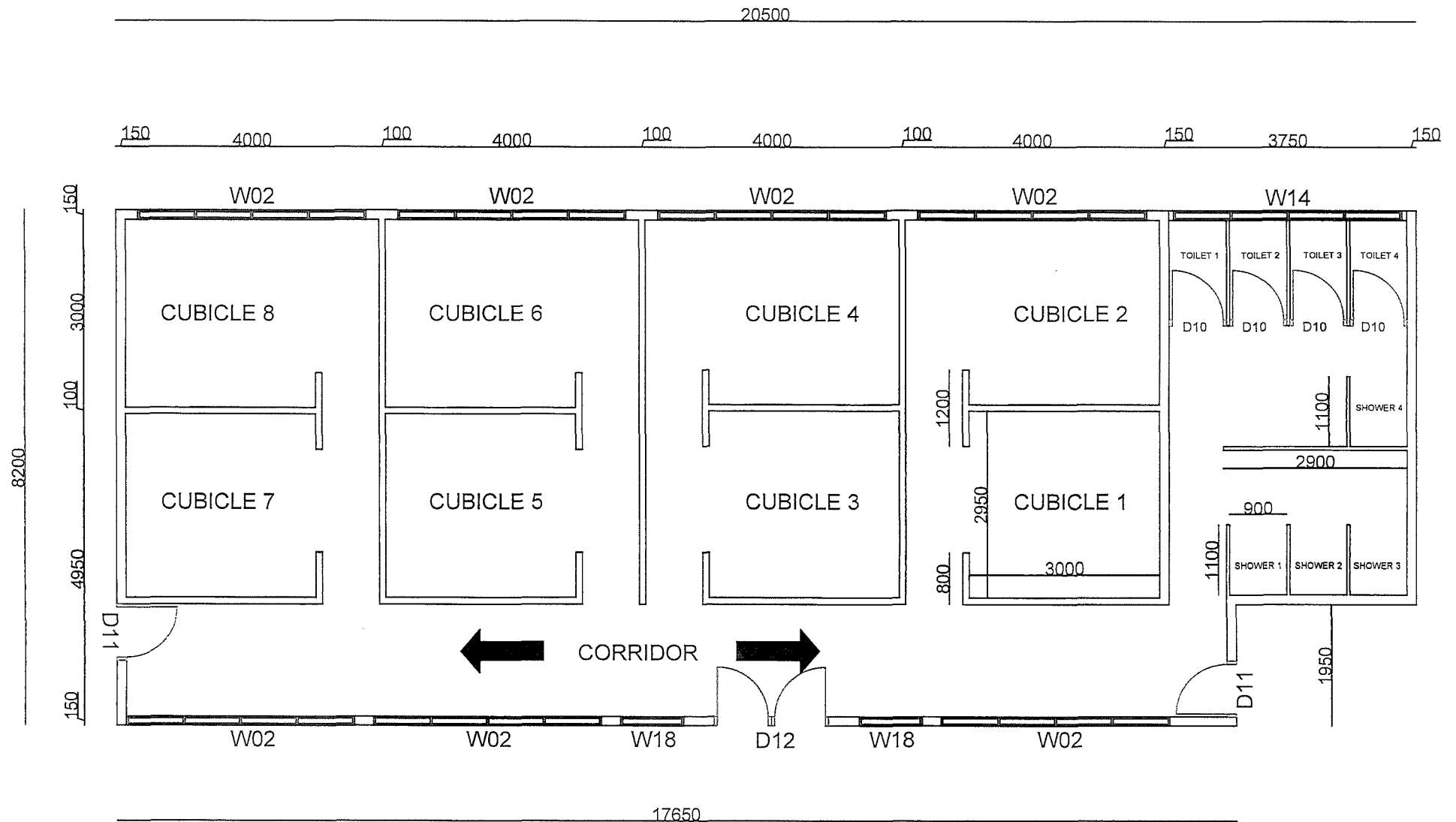
GPOs

- *Remove any existing GPOs*
- *Install new 10A GPOs for each room*

v.

Lightings

- Remove all old light fittings and light switches.
- Install new 4ft fluorescent light fittings for each room including light switches.
- Remove old light circuits and install new ones.



BUILDING 10 FLOOR PLAN

@ SCALE 1:90



PLAN VIEW
SCALE: 1:90

SCHOOL:
PROJECT NAME:

ST. JOSEPH'S TENARU
03 GAMES VILLAGE

DATE:
14/06/2022

DRAWN:
F. WAKI

CHECKED BY:
F. AREBAIO

APPROVED:
G. LILO

REV
1

Energy Solomon
P O Box 1693
Solomon Islands

Date: 10/02/2023

Payment Amount:	\$246,118.37
-----------------	--------------

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000986	11/01/2023	\$544,623.93	\$0.00	\$53,424.79	\$246,118.37



Transaction or Request Lodgement Receipt

Transaction or Request Description: ANZ to Other Bank Transfer

Transaction or Request Status: Posted

Date / Time: 10/02/2023 14:05

Transaction Number: AFY38067

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 246,118.37

Transfer From Amount: SBD 246,118.37

Indicative :

My Reference: PMT1 Error&PMT02

Payment Details

Account Name: ENERGY SOLOMON

Account Number: 011501000971

Bank Name: Pan Oceanic Bank

Reference To Payee : LOT1 EL WKS

Pay Date : 10/02/2023

Comments:

***** Authorisation Details *****

10/02/2023 14:05 Mema Hite

Authorisation Required for : ANZ to Other Bank Transfer (2A)

10/02/2023 18:03 Christian Nieng

Authorised -ANZ to Other Bank Transfer

Comments : verified

13/02/2023 12:29 Debbie Ofaeri Sifoni

Authorised -ANZ to Other Bank Transfer

13/02/2023 12:29 Debbie Ofaeri Sifoni

Transaction Processed

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**Transaction or Request Lodgement Receipt**

Transaction or Request Description: ANZ to Other Bank Transfer

Transaction or Request Status: Held for Authorisation

Date / Time: 10/02/2023 14:05

Transaction Number: AFY38067

Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 246,118.37

Transfer From Amount: SBD 246,118.37

Indicative :

My Reference: PMT1 Error&PMT02

Payment Details

Account Name: ENERGY SOLOMON

Account Number: 011501000971

Bank Name: Pan Oceanic Bank

Reference To Payee : LOT1 EL WKS

Pay Date : 10/02/2023

Comments:

***** Authorisation Details *****

10/02/2023 14:05 Mema Hite

Authorisation Required for : ANZ to Other Bank Transfer (2A)

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NATIONAL HOSTING AUTHORITY

ENERGY SOLOMON
P.O Box 1693
Honiara
Solomon Islands

REMITTANCE ADVICE

DATE 10/02/2023

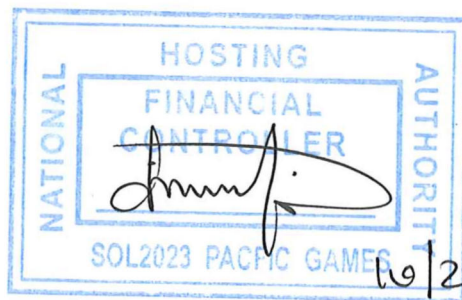
Page 1

Payment Number IB TR
Payment Amount \$246,118.37

Payment No.01. Part of Mobilization after error identify by PMU & 02 - (35%) - LOT 1, Electrical Works- St.Joseph Tenaru

In Payment For:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Discounts	Previous Payments	Current Payment
022011	00000986	11/01/2023	\$544,623.92	\$0.00	\$53,424.79	\$246,118.37



PAYMENT SCHEDULE

ENERGY SOLOMON

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU / ELECTRICAL WORKS / A6 /LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
Invalid Value before correction			288,782.63				
Contract Value signed			588,782.63				
21/12/2022	No.1	20%	57,756.53		4,331.74	53,424.79	Paid - Incomplete mobilization amount
10/02/2023	No.1	20%	59,999.99		4,500.00	55,499.99	Part payment of 20% for mobilization
	No.2	35%	206,073.92		15,455.54	190,618.38	Payment in Progress
	No.3	35%	206,073.92		15,455.54	190,618.38	
	No.4 - RETENTION	10%	58,878.26		4,415.87	54,462.39	
			-		-	-	
TOTAL			588,782.62	-	44,158.70	544,623.92	

Your Reference

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

Held for Authorisation
Transaction Number AFY21498

Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140
Transfer Amount in Local Currency: SBD 93,493.38
Transfer From Amount: SBD 93,493.38
Indicative :
My Reference: Electrical Works

Payment Details

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



Decline due to contract value error.
Error was identify and we adjust Schedule of Payment according to correct value of contract.
1st 20% was paid base of invalid contract value of \$288,782.63.
PMU identify the error and revised schedule of Payment to reflect correct contract value of \$588,782.63.
I cancelled this payment and ~~release~~ re-raise Payment for In-Complete 20% mobilization plus progress payment of 35%.

FC
NHA -

Naerick Vular

From: Peter Himane
Sent: Thursday, 9 February 2023 12:00 PM
To: Pauline Tovua
Cc: Naerick Vular; Debbie Sifoni Rence; Soleana Gagahe; Graham Lilo
Subject: Contractors account numbers

Pauline,

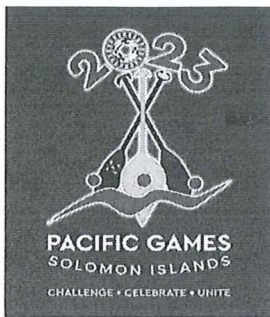
See Contractor's account numbers as follows:

1. wan Build Construction- Bred Bank- Account No: 20052391123019
2. Energy Solomon- POB Bank- Account Number: 011501000971
3. CL & Tama Enterprise-Bred Bank-Account Number: 20030131123018

Please proceed with transfer as required ASAP

Cheers

Peter



NATIONAL HOSTING AUTHORITY

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

ENERGY SOLOMON
P.O Box 1693
Honiara
Solomon Islands

PAYMENT VOUCHER

DATE 7/02/2023

Cheque Number IB TRANS
Total Amount Paid \$93,493.38

Payment No. 02 - (35%) - LOT 1, Electrical Works- St.Joseph Tenaru

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
022011	00000986	11/01/2023	\$267,123.93	\$53,424.79	\$93,493.38



Payment Voucher Prepared By: _____

Date: 7/02/23

Signature of Claimant: _____

PRINT NAME: _____

PAYMENT SCHEDULE

ENERGY SOLOMON

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU / ELECTRICAL WORKS / A6 /LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			288,782.63				
21/12/2022	No.1	20%	57,756.53		4,331.74	53,424.79	Paid
	No.2	35%	101,073.92		7,580.54	93,493.38	Payment in Progress
	No.3	35%	101,073.92		7,580.54	93,493.38	
	No.4 – RETENTION	10%	28,878.26		2,165.87	26,712.39	
			-		-	-	
TOTAL			288,782.63	-	21,658.70	267,123.93	



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 490/23DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Request for progress payment 2 (35%) for labour based contractors for the upgrade of schools for completion of 50% of works for St Joseph's Tenaru for Electrical works for building 6, 7, 8, 9 & 10. [Contract NO: LTB-GFC 09/22] Plus additional amount omitted from Mohelivalu	ENERGY SOLUTION	INVOICE NO: 023013 INVOICE NO: 023014	\$206,073.92 \$59,999.99
				TOTALS	\$266,073.91
Approval is requested to incur expenditure on the above payment.			Account Code: _____ Account Name: _____ Funds available on this account: _____		
Estimated Cost (SBD): <u>\$266,073.91</u> Requisition Officer (Name): <u>PETER HIMANE</u> Date: <u>3/02/2023</u> Sign: <u>[Signature]</u>			Authority is granted for expenditure not exceeding: <u>\$266,073.91</u> SBDs Signed: <u>[Signature]</u> Name: <u>[Signature]</u> Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Supervisors Certification (Accountable Officers): Certifying Officer (Name): <u>ELDOD TEPA</u> Post: <u>ED</u> Department: <u>GFC - PMU</u> Sign: <u>[Signature]</u> <u>6/2/23</u>			Executive Director Name: <u>[Signature]</u>		
Threshold Checklist Payment requires one quote (10,000 below) ☐ Payment requires three quotes (\$10,000.00 above) ☐ Is it a ITB Contract Payment ☐ Is it a GTB Contract Payment ☐ Payment is a Bid Waiver ☐			Compliance Check by: <u>[Signature]</u> Signature Name: <u>[Signature]</u> Date: <u>7/2/23</u> Position: <u>Procurement Compliance</u>		



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 490/23
DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION	PURCHASING OFFICER USE ONLY		
		(Full and clear details of payment)	SUPPLIER	ORDER NO.	COST
1	LS	Request for progress payment 2 (35%) for labour based contractors for the upgrade of schools for completion of 50% of works for St Joseph's Tenaru for Electrical works for building 6, 7, 8, 9 & 10. [Contract NO: GTB-GFC 09/22] Plus additional amount omitted from Mobilisation	ENERGY SOLOMON	INVOICE NO: 023013 INVOICE NO: 023014	\$206,073.92 \$59,999.99
			TOTALS		\$266,073.91
Approval is requested to incur expenditure on the above payment.			Account Code: _____ Account Name: _____ Funds available on this account: _____		
Estimated Cost (SBD): <u>\$266,073.91</u> Date: <u>3/02/2023</u> Requisition Officer (Name): <u>PETER HIMANE</u> Sign: <u>[Signature]</u>			Authority is granted for expenditure not exceeding: \$266,073.91 SBD\$ <u>266,073.91</u> Signed: <u>[Signature]</u> Name: <u>C N</u> Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Supervisors Certification (Accountable Officers): Certifying Officer (Name): <u>ELDON TEPA</u> Sign: <u>[Signature]</u> 6/2/23 Post: <u>ED</u> Department: <u>GFC-PMU</u>			Compliance Check by: <u>[Signature]</u> Signature Name: _____ Date: _____ Position: <u>V. Thomas</u> 7/02/23 <u>Brumment</u> <u>Conducting Compliance</u> <u>for NHA</u>		
Threshold Checklist Payment requires one quote (10,000 below) ☐ Payment requires three quotes (\$10,000.00 above) ☐ Is it a ITB Contract Payment ☐ Is it a GTB Contract Payment ☐ Payment is a Bid Waiver ☐					

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

NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



MEMORANDUM

To: Executive Director, NHA
Thru: Eldon Tapa, Executive Director, PMU
From: Graham Lilo, PMU
NHA Ref: GKL - 060223
Date: Monday 6th February 2023

7/12/23
6/12/23.

SUBJECT: Approval of Payment for Progress Claim No. 2 (35%) for completion of 50% of work for SAINT JOSEPH'S TENARU Electrical works for Building 6,7,8,9 & 10 to Energy Solomon.

Dear ED,

As per *Part IV "Payment Schedule"* of the amended contract between NHA and Energy Solomon, 35% payment shall be made upon 50% completion of Electrical works to main lines and building 6, 7 & 8 – Girls Dormitories. However, due to additional work, storage, and material procurement issues, we have adjusted our work schedule to start work on building 6,7,8,9 & 10. After site assessment, almost 50% of electrical works has been done, and thus are now eligible to claim for payment 2 as per contract and additional amount of \$59,999.99 to rectify the incorrect amount raised for payment 1 – upon which, only \$57,756.53 was raised (refer to PR No. PMU- 417/23).

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Payment 2	35%	\$206,073.92
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Remaining of payment 1 (20% Mobilization)		\$59,999.99
		Total payment Claim		\$266,073.91

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

Kind regards,

Graham Lilo
Project engineer, PMU



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



Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific Games

FOR SECRETARIAT OFFICE USE ONLY

Signature:
Mr Christian Nieng
Executive Director
National Hosting Authority
Cc. FC

7/12/23
Date

Approved

Not Approved



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

PROGRESS PAYMENT CERTIFICATE NO:2

Payment Schedule Name:	Progress Payment Claim 2 (35%).		
Project Name:	Labour base contractors for Games village for Pacific Games 2023		
School Name	St Joseph Tenaru NSS		
Building Name	Girls Dormitories-Classroo	Building No	No 6,7,8,9 & 10
Contractor:	Windward Construction		
Project Manager	Graham Lilo	Certificate:	No 2
Contract Administrator:	Peter Himane	Date Invoice Received:	3-Feb-23
		Date Issued for payment	4-Feb-23
		Contract No:	GTB 09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 588,782.63		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the side	\$ 57,756.53	\$ 57,756.53	Paid
2	Payment 2 - 35%	\$ 206,073.92	\$ 206,073.92	This claim
3	Amount mistakenly omitted from Mobilization Payment	\$ 59,999.99	\$ 59,999.99	Repayment addition to Mobilization Payment
4				
5	Progress Claim to date (Previous + Current)	\$ 323,830.44		
6	Original Contract Value	\$ 588,782.63		
7	Total Adjusted Contract Value			
8	Balance of Contract remaining Payment including retention	\$ 264,952.19		
B	PAYMENT DETAILS			
	Progress payment for this claim		\$ 266,073.91	
	Retention-Purchaser retains 10% of this payment pursuant to clause		\$ -	
			\$ -	
	Amount payable for this claim after Retention		\$ 266,073.91	

Payment is certified as conform to payments terms and conditions as stated in article 10:

Payment is hereby certified:

Graham Lilo (Project Manager)

Date

Complianced and approved by:

Peter Himane (Contract Administrator)

Date

Claim is hereby approved for payment by:

Eldon Tepa (Executive Director - PMU)

Date

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

Job Description / Materials	QTY/HRS	Unit Price	Total
<u>ELECTRICAL WORKS / TENARU N S S.</u>			
(1) Claim of 35% payment of contract total cost.	1	206,073.92	206,073.92
Materials 25% mark up Labour Logistics 25% profit margin Sub Total 10% GST		-	- - - - - - -
			206,073.92
Sign: _____	Total: Amount Paid: Balance Due:		



INV NO: 023014

Specialised in all electrical work

DOMESTIC - COMMERCIAL - INDUSTRIAL - PROJECT - MARINE - RURAL - RENEWABLE ENERGY

P.O Box 1693, Honiara, Solomon Islands
M: +677 7828877, Email: energysolomons@gmail.com

Invoice

Bill To:

NATIONAL HOSTING AUTHORITY
P.O.Box
Honiara, Solomon Islands

Job Date: N/A
Site & Location: SAINT JOSEPH TENARU CATHOLIC NATIONAL SECONDARY SCHOOL.
Hrs: N/A
Job No: NHA CONTRACT
LPO No: N/A

Date: 4/Feb/23
Due Date:

Job Description / Materials	QTY/HRS	Unit Price	Total
<u>ELECTRICAL WORKS / TENARU N S S.</u>			
(1) Last part of 20% mobilisation payment according to contract.	1	59,999.99	59,999.99
Materials 25% mark up Labour Logistics 25% profit margin Sub Total 10% GST			- - - - - - -
Total: Amount Paid: Balance Due:			59,999.99





Specialised in all electrical work

DOMESTIC - COMMERCIAL - INDUSTRIAL - PROJECT - MARINE - RURAL - RENEWABLE ENERGY

P.O Box 1693, Honiara, Solomon Islands

M: +677 7828877, Email: energysolomons@gmail.com

Date: 31th JAN. 2023

The General Manager
National Hosting Authority
PO Box
HONIARA

Attention: Procurement Unit.

Dear Sir,

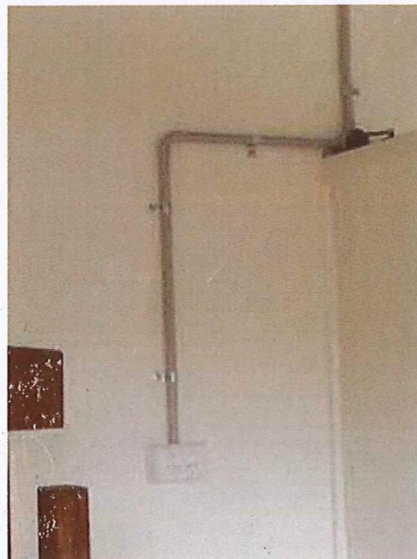
Progressive report on electrical refurbishment on B7, B8, B9 and B10

I hereby submit my progressive report to your good firm NHA about electrical works being done at Tenaru School.

So far we on full swing mode since all materials are on site, and work closely with our good carpenters that we work alongside with them.

We completed B7 already and only waiting for its new service power line to be connected.

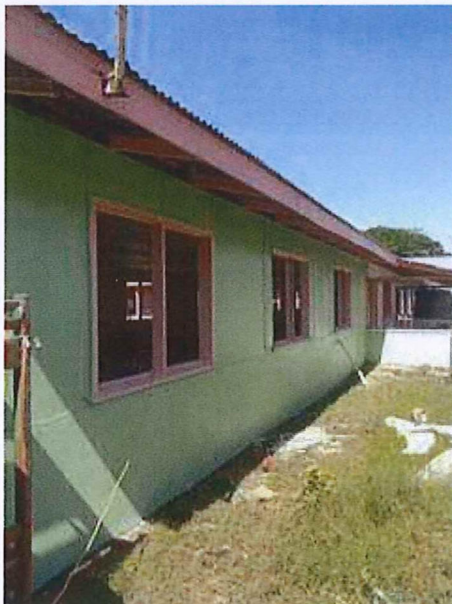
*****Photos of B7.**





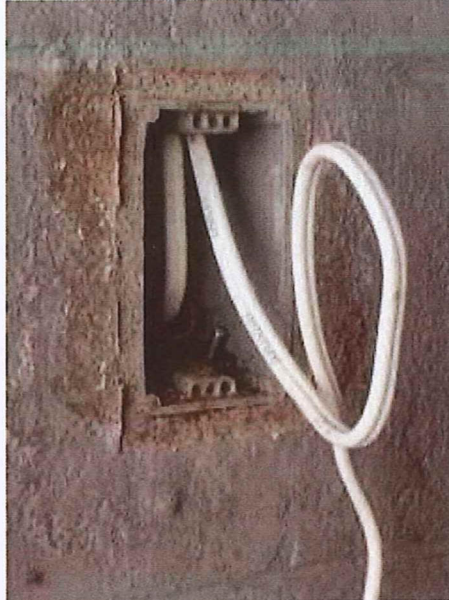
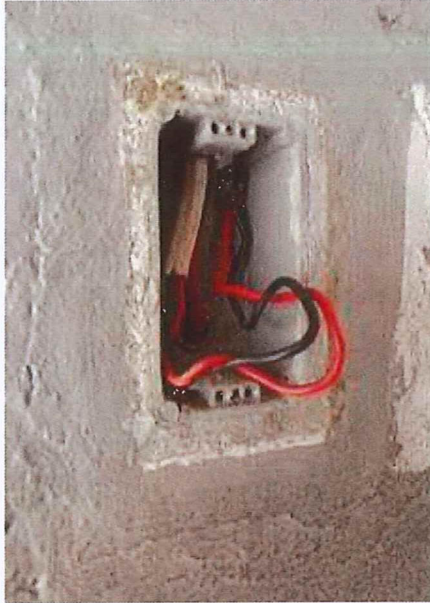
B7 New lights and new GPO in each room. New switches for lights.

B8 80% ready for completion.

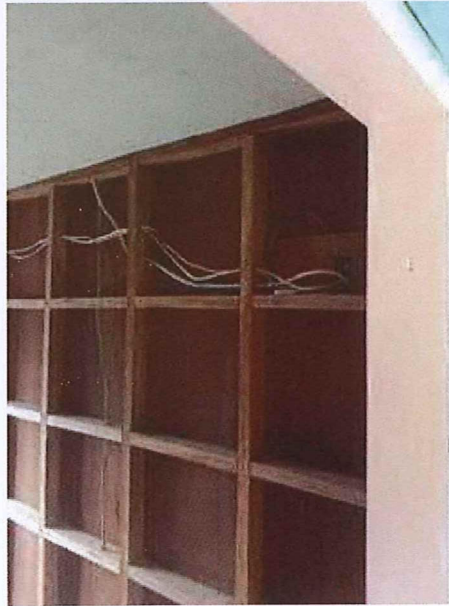
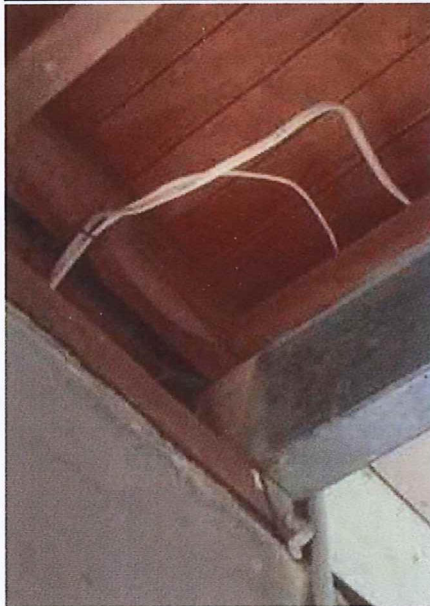


B8 waiting for final paint then connect lights, GPO and switches.

B9 75% ready for completion.



B9 Wall Switches with new cables. Awaiting new wall paint before connection.



B9 Wall and Ceiling. New cables.



B9 Room / Wall and Ceiling. Wait for painting done before we connect lights and GPO plus switches.

B10 80% ready for completion.



B10, Still waiting for carpenters,



B10. Service line attach point and awaiting carpenters to connect new ceiling lights.

New overhead service line to B7, B8, N9 and B10 will be connected next week.

Currently ENERGY SOLOMONS electricians camp on site to do best out of our workmanship.

For any quires or consultation, please do contact us through the above address.

Thanks and kind regards

Yours faithfully,

Augustine Toto
Managing Director

(SIEA License #142, NSW License #12, 27, 31)





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

**PROJECT MANAGEMENT UNIT
PROGRESSIVE REPORT 1**

PROJECT DETAILS:	
DOCUMENT NAME	ELECTRICAL PROGRESS ASSESSMENT FOR TENARU BUILDINGS 7-10
CONTRACT #	GTB 09/22
CONTRACTOR	Energy Solomon
CONTRACT START DATE	16 th December 2023
REPORTING PERIOD	26 th Jan to 3 rd Feb 2023
REPORT PREPARED BY	Hazel Hinai

Inspection Summary

According to the assessment carried out for Tenaru School – Games’ Village Project, dated on the 26th to 3rd of January 2023 specifically for **Energy Solomon Contractor**, their electrical work progress has now reached 50% completion stage. The works completed has been well-checked and assessed and it is confirmed to meet the satisfactory standards as per the contract’s scope.

The completed scope of works includes the following:

- ✓ Removal of existing electrical appliances such as 2ft & 4ft light fittings, light switches, and sub-distribution boards for building 10, 9, 8 & 7.
- ✓ Cable pulling and arrangement for Building 9 & 8 complete for lightings, GPOs, and switches, ready for termination once ceiling and painting works are done.
- ✓ New conduit installation for external new circuits, replacement and complete termination for lights, switches, and additional GPOs complete for building 7 (B7-Caritas Girl’s Dormitory).
- ✓ Installation of 2x new electric pole for service lines to support service lines to building 7, 8, 8, 9 & 10.
- ✓ Preparation of service line removal.

Service Line Removal and Installation

- Existing service lines not yet removed awaiting concrete base of the service poles to cure before running of new service line can proceed.



Figure 1 New service line poles installed for supply connection to building 7,8,9 & 10.

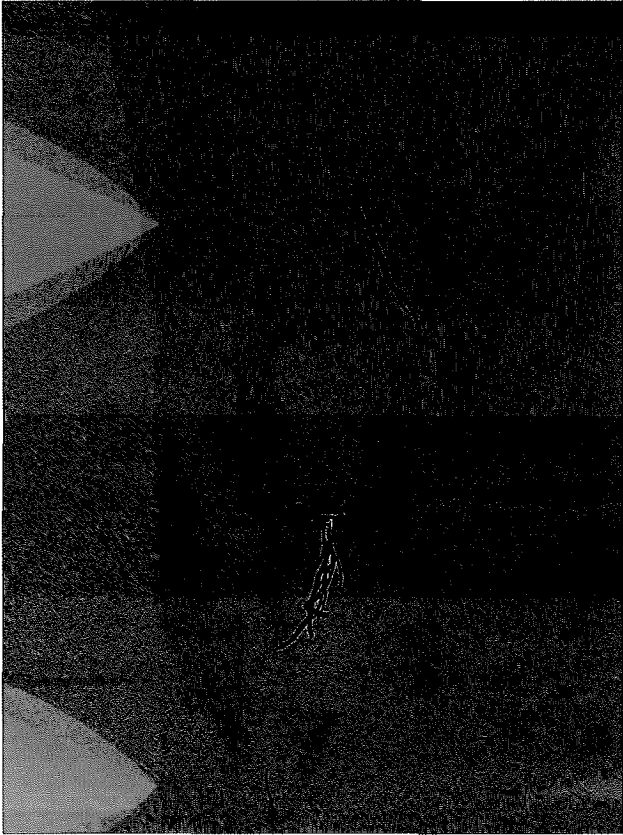
Below are some photos taken during the site assessment for the completed electrical works by **Energy Solomon** Contractor.

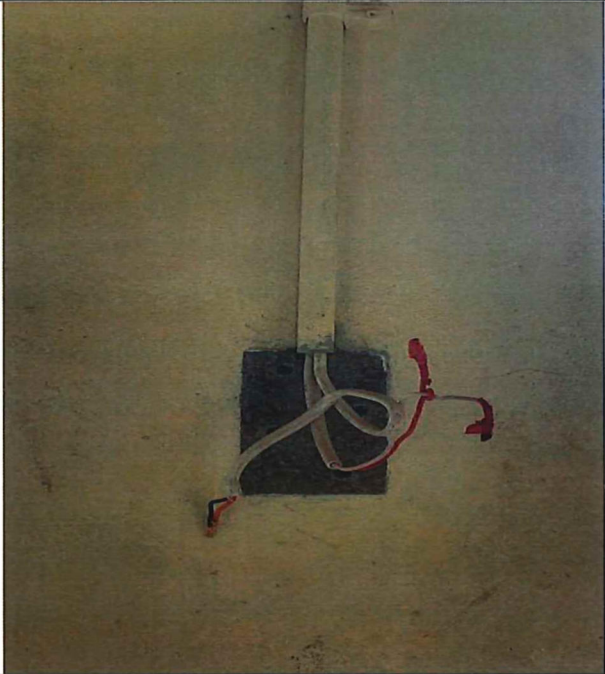
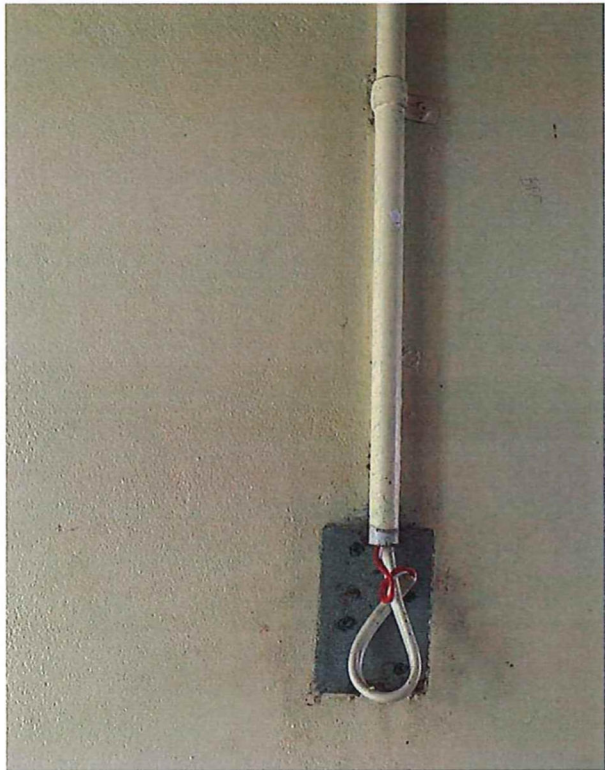
Summary of progress:

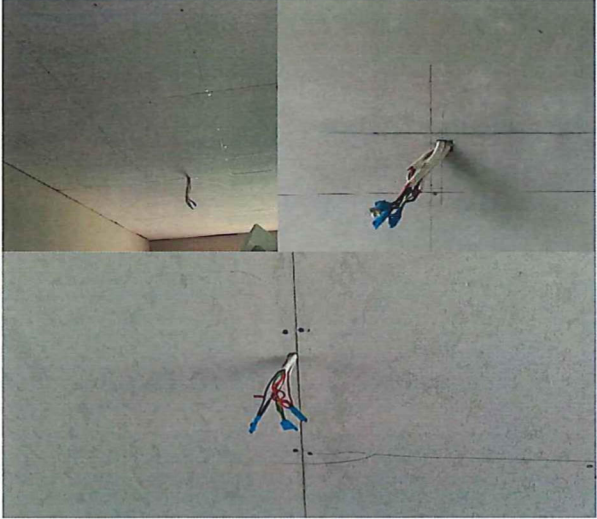
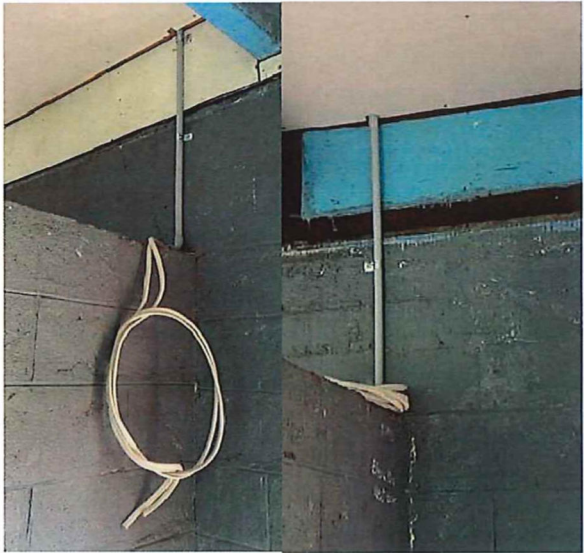
Building No.	Site photos	Work Description	Comment
B7		• Removal of old lighting fixtures • Installation of new 4ft LED lights	Done Done

		Remove, replace ablution block's lights with 4ft LED light tubes.	Done
		- Run additional circuit enclosed with suitable conduits sizes for additional GPOs as per the scope. - Complete installation of Additional double GPOs.	Done Done

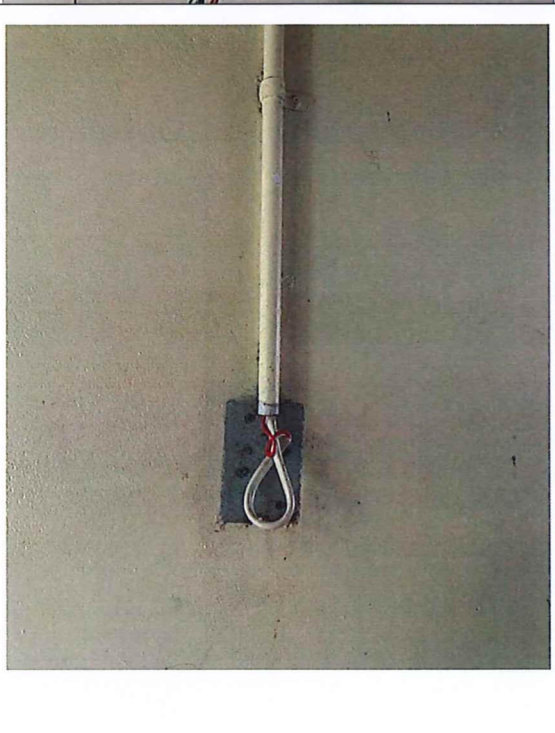
		Running of new conduits for the external circuits.	Done
		Removal & complete termination of light switches for B7	Done
B8		Removal of existing lights fittings and preparing to install new ones along the building Corridor.	Done

		• Complete removal of light fittings at B8 (Junior Girls Dormitory)	Done
		• Removal of old existing GPOs complete. Note: Awaiting painting works to be carried out before installation of new double gang GPOs.	Done

			
		• Removal of old existing switches, waiting for termination of new switches.	Done

B9		Rewiring of lighting circuits complete. Awaiting ceiling works to complete before complete termination can proceed for all lights at B9 (Both upstairs & downstairs)	Done
		Circuit run & arrangement for additional GPOs enclosed with specified conduit sizes complete.	Done

		• Removal of existing old light switches for Building 9 ground floor. Awaiting walling works(painting) to complete before termination of new switches can proceed.	Done
B10		• Removal of old existing lights. • Awaiting installation of new lights	Done Done

		• Removal of old existing GPOs and preparing to new and additional GPOs. Note: Old Cables will be utilized for B10.	Done
		• Removal of existing light Switches • Preparing to install new switches	Done Done

Project Manager Comments.	All works completed and have complied with contract terms.	
Project Engineer sign off.		Hazel Hinai Contract Administrator - Electrical



ADDENDUM NO. 1

ADDENDUM TO PAYMENT SCHEDULE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

ST JOSEPH TENARU

**LOT 1 -ELECTRICAL WORKS FOR BUILDING 6,7,8,9 & 10-BOYS DORMITORY &
CLASSROOMS, ABLUTION BLOCK & FORM SIX CLASSROOM)**

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

And

ENERGY SOLOMON

GTB-GFC09/22 (LOT 1)

Issued January 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the **Upgrade of Games Village for Pacific Games 2023 LOT 1 -ELECTRICAL WORKS FOR BUILDING 6,7,8,9 & 10-GIRLS DORMITORIES & CLASSROOMS, ABLUTION BLOCKS at St Joseph Tenaru**, had on this date agreed to changes and amendment of the contract terms and conditions. The clauses referred herein shall repeal or include and shall form part of the final Contract.

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

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

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

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

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\$588,782.62
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site.	\$117,756.52	\$117,756.52
Payment No.2	35% payment shall be paid upon completion of 50% of all, ground trenching, main electrical lines, lighting and switch cables to all buildings and verification by the Site Engineer.	\$206,073.92	\$206,073.92
Payment No.3	20% payment shall be paid upon completion of final 30% completion of all electrical installations for lights and switches with completion of main power meters etc – upon verification by the Site Engineer and issuance of Certificate of Practical Completion.	\$117,756.52	\$117,756.52
Payment No.4	20% payment shall be paid upon completion of final 20% completion of all electrical installations for lights and switches with completion of main power meters etc – upon verification by the Site Engineer and issuance of Certificate of Practical Completion of building 6 (Form 4 & 5) classroom	\$88,317.39	\$88,317.39
Payment 4-Retention	10% Retention upon completion of any defects and repairs after three months	\$58,878.26	\$58,878.26
TOTAL			\$588,782.62

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

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

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

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

For the Purchaser- National Hosting

Authority

Name: Christian Nieng

Signature:

Designation: Executive Director

National Hosting
Authority

Date:/...../2023

For the Contractor

Name:

Augustine Toto

Signature:

Designation:

Managing Director

ENERGY SOLOMON

Date: 01./02/2023

As witnessed by Project Management Unit (GFC) Representative:

Name: Eldon Tapa

Signature:

Designation: Executive Director, PMU

Date: 31/01/2023





CONTRACT AGREEMENT

FOR

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

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**ELECTRICAL WORKS FOR BUILDING 6,7,8,9 & 10-CLASSROOM &
GIRLS DORMITORIES**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

Energy Solomon

(GTB-GFC09/22)

December 2022

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LABOUR CONTRACT

THIS AGREEMENT made on this 16th December 2022, between **National Hosting Authority**, representing the Solomon Islands Government (hereinafter "the Purchaser") represented by **Dr Jimmie Rogers** herein named as Chairman.

AND

Energy Solomon -Honiara of which contractors place of, **Solomon Islands** (hereinafter "the Contractor"), of the other part represented by **Augustine Toto**, herein Managing Director, Honaiara, Solomon Islands.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) within a period of 10 months.
3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.
4. The total Price shall be **\$588,782.63**, The agreed price for the execution of the Works is fixed for the duration of the Contract.
5. The Contractor's shall liable for any material supplied and damaged by either cutting, mishandling, improper storage at works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.
6. Unless otherwise in any situation where change of scope of works arises, the labour based amount shall change in lieu of this contract.
7. The place where the Works must be executed shall be at the site described as in contract. The works shall be completed within days from the Contract Commencement date and as mentioned in the schedule provided by the Project Management Unit of National Hosting Authority.
8. The Contractor shall supply labour for the period specified and shall be for the duration of required working days.

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

Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

Name of Building: BUILDING 6,7, 8, 9 & 10-CLASSROOM & GIRLS DORMITORIES

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.
12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.
13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY** quoting the above-mentioned Contract number.
14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).
15. This Contract is subject to the provisions of the attached General Conditions of Contracts and Particular Conditions of Contract for the Execution of Works.
16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
- a) *Contract Agreement*
 - b) *General Conditions of Contract*
 - c) *Applicable Conditions of Contract*
 - d) *Payment Schedule*
 - e) *Scope of Works/ Specifications*
 - f) *Site Map & Location of the School*
 - g) *List of Labourers*
 - h) *List of Machineries & Equipment*
 - i) *Works Schedule*
 - j) *Annexes to the Contract:*
 - a. *Tender Award Letter*
 - b. *Worker's Compensation Certificate*

c. Police Clearance Certificates

d. Other documents attached as additional Annexes to the Contract

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.
18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
21. In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.
22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority

Name: Christian Neng

Signature:

Designation:

Executive Director
National Hosting
Authority

Date:

19/11/2022

For the Contractor

Name:

Signature:

Designation:



Date:

16/12/2022

Witness signing by Project Management Unit/NHA

Signature

Name:

Title:

Date:



SECTION II: GENERAL CONDITIONS OF CONTRACT

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

- 1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.
- 1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.
- 1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
- 1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.
- 1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
- 1.6 **CONTRACTOR:** The Employer's counterparty.
- 1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** The Employer or the Contractor, depending on the context.
- 1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
- 1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.
- 1.12 The **Project Manager** is the person named in the Contract Terms & Conditions (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.
- 1.13 The **Contract Administrator** is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.

Article 2 Application

- 2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 1.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

- 3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.
- 3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.
- 3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.
- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or 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.
- f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing.
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 'In writing' is understood to include 'electronically', provided:
- a. the notification can be consulted by the addressee.
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
- 8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.
- 8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

- 9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.
- 9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.
- 10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

- 12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.
- 12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:
 - a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.
- 16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

- 18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
- 18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

- 21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.
- 21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. THE PURCHASER IS: National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands b. THE CONTRACTOR: Energy Solomon Henderson Honiara Solomon Islands Email: energysolomonsevicess@gmail.com Mob: 7828877 c. THE LOCATION SITE IS: LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 6,7,8,9 & 10-CLASSROOM & GIRLS DORMITORIES
	1.12	• THE PURCHASER'S PROJECT MANAGER IS: Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • THE PURCHASER'S SITE ENGINEER IS: Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• THE CONTRACT ADMINISTRATOR IS. Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

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

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Augustine Toto Energy Solomon Henderson Honiara Solomon Islands Email: energysolomonsevices@gmail.com Mob: 7828877
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

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

SECTION III: 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\$588,782.63
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No.1	20% payment shall be paid upon signing of the Contract and Contractor Mobilize to the Site	\$117,756.53	\$117,756.53
Payment No.2	35% payment shall be paid upon completion of electrical works to main lines and buildings 6,7 & 8-Girlss dorm	\$206,073.92	\$206,073.92
Payment No.3	35% payment shall be paid upon completion of electrical works to buildings 9 & 10 and issue of practical completion	\$206,073.92	\$206,073.92
Payment No.4 Retention	10% Retention upon completion of any defects and repairs after three months	\$58,878.26	\$58,878.26
TOTAL			\$588,782.63

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 6: SCOPE OF WORKS

Building 6 is a single-story building consisting of classrooms and science laboratories separated in units.

Ground Floor (F4s, F5s & Science Laboratories)

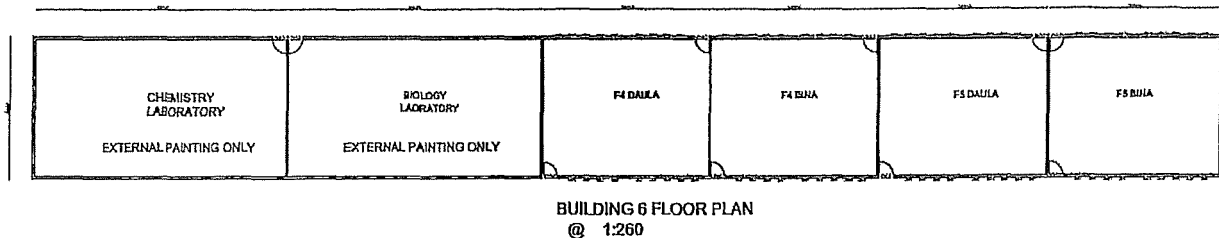


Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 6.

The following are the scope of works for *building 6 ground floor* (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- *Disconnect loop from the home economics building to building 6*
- *Allow installation of new single phase 10mm service to building 6*
- *Upgrade the mains cable*
- *Remove and replace entry box*

ii. Grounding

- *Install earthing's with accordance to ANZ/NZ standard*

iii. Sub-Mains

- *Allow installation of submains cable from the main Switch board to sub - distribution boards*
- *Upgrade the switchboard to 12-way*

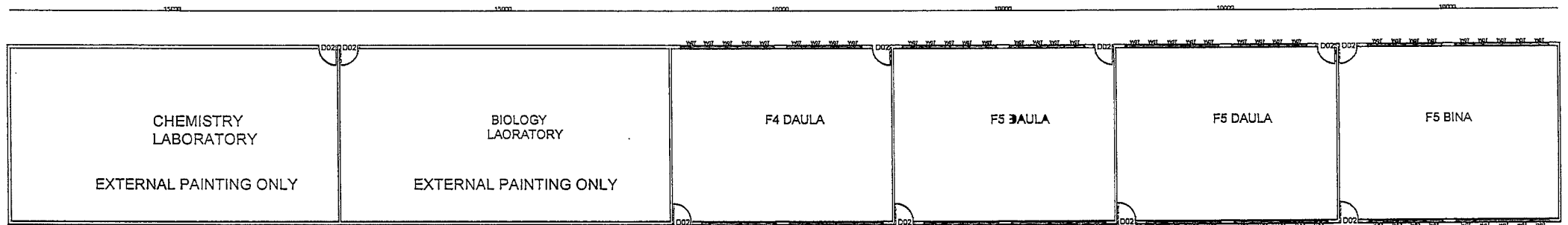
iv. GPOs

- *Install GPOs and wire it externally using conduits (GPOs to use mounting blocks)*
- *Install new 10A GPOs for each room*

v.

Lightings

- Remove defected lights and light holders
- Replace new 4ft fluorescent light fittings for each room including light switches



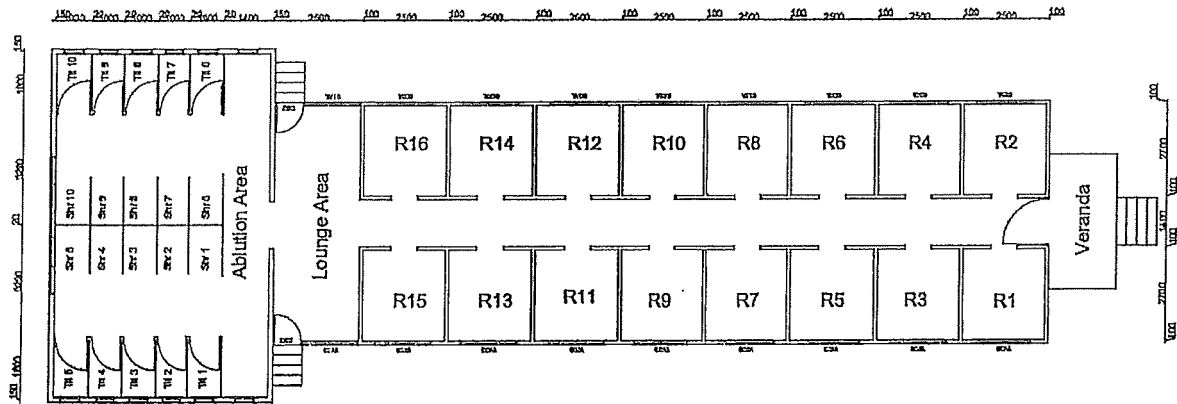
BUILDING 6 FLOOR PLAN
@ 1:260

PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:260	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F. ARFRAIO	G. LUC	

BUILDING 7: SCOPE OF WORKS

Building 7 is a single-story building consisting of girls' dormitories.

Floor Plan (Girls' Dormitories)



**BUILDING 7 FLOOR PLAN
@ SCALE 1:130**

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 7.

The following are the scope of works for **building 7 ground floor** (Caritas Dormitory).

1. Electrical Works

i. Main Power Supply and Service Line

- Disconnect existing loop
- Allow installation of new single phase 10mm service to building 7
- Upgrade the mains cable
- Remove and replace entry box

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

- Allow installation of submains cable from the main Switch board to sub - distribution boards
- Upgrade the switchboard to 12-way

iv. GPOs

- *Install GPOs and wire it externally using conduits (GPOs to use mounting blocks)*
- *Install new 10A GPOs for each room*

v. Lightings

- Remove defected lights and light holders
- Replace new 4ft fluorescent light fittings for each room including light switches

BUILDING 8: SCOPE OF WORKS

Building 8 is a single-story building consisting of girls' dormitories and extended to the ablution blocks all on the ground floor.

Floor Plan Building 8

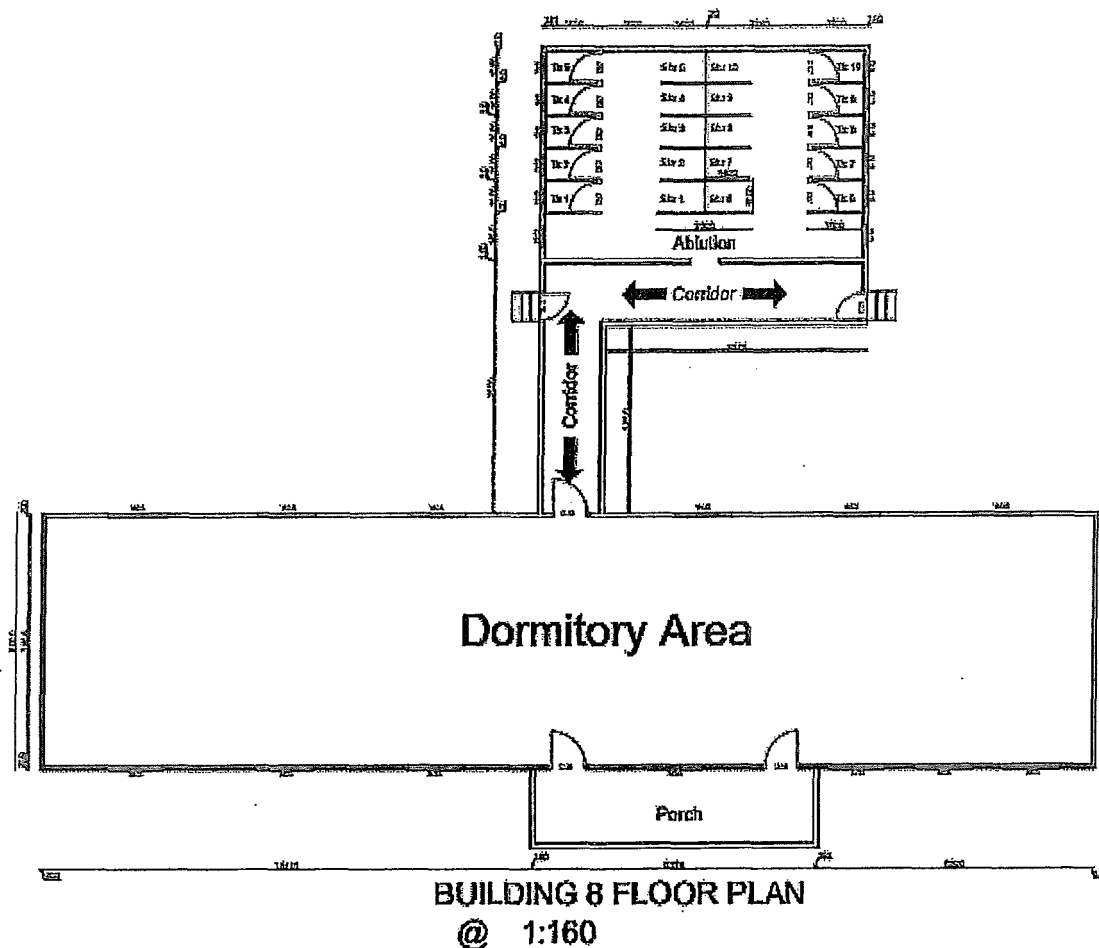


Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 8.

The following are the scope of works for *building 8 ground floor* (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

➤ *Allow installation of new single phase 10mm service line to building 9*

ii. Grounding

➤ *Install earthing's with accordance to ANZ/NZ standard*

iii. Sub-Mains

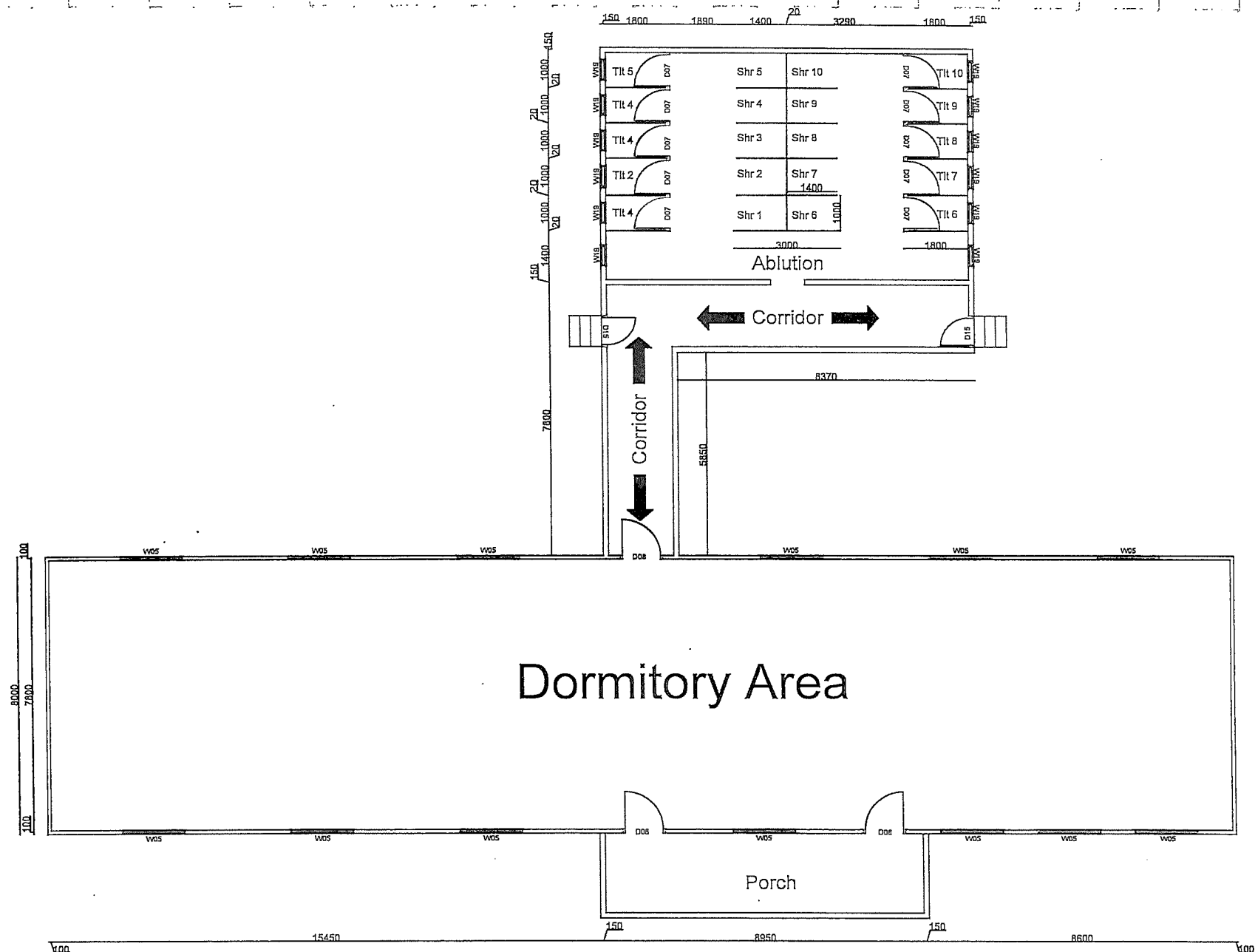
- *Allow installation of submains cable from the main Switch board to sub-distribution boards.*

iv. GPOs

- *Remove any existing GPOs*
- *Install new 10A GPOs for each room*

v. Lightings

- *Remove all old light fittings and light switches.*
- *Install new 4ft fluorescent light fittings for each room including light switches.*
- *Remove old light circuits and install new ones.*



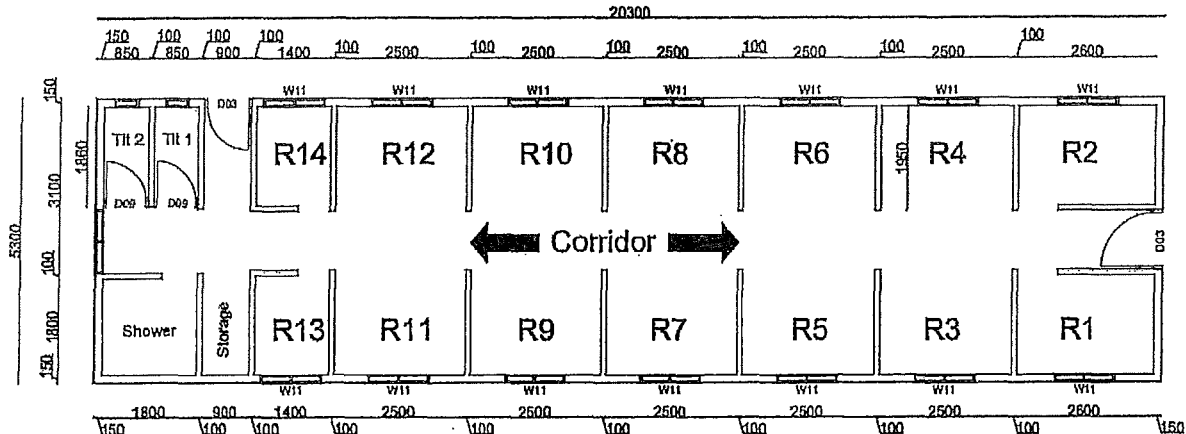
BUILDING 8 FLOOR PLAN
@ 1:160

NORTH	PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:
	SCALE: 1:160	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO

BUILDING 9: SCOPE OF WORKS

Building 9 is a double story building consisting of girls' dormitories on the ground floor and on the top floor.

Ground Floor (Girls' Dormitories)



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for *building 9 ground floor* (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- Allow installation of new 3phase 16mm service to each separate building

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

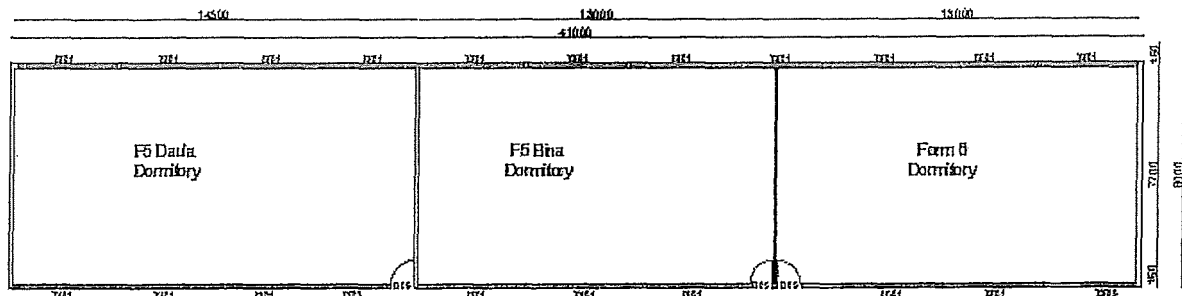
- Allow installation of submains cable from the main Switch board to sub-distribution boards.

iv. GPOs

- Remove any existing GPOs
- Install new 10A GPOs for each room

- v. Lightings
 - Remove all old light fittings and light switches.
 - Install new 4ft fluorescent light fittings for each room including light switches.
 - Remove old light circuits and install new ones.

Top Floor (Boys' Dormitories)



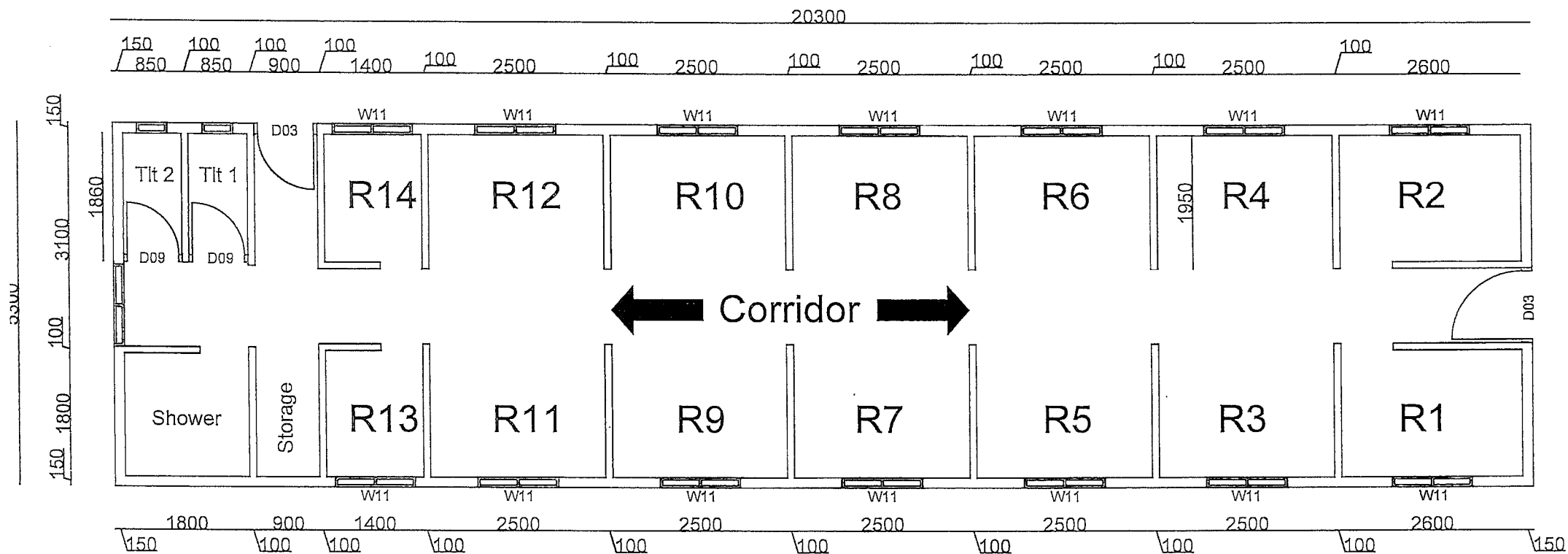
BUILDING 1 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

The following are the scope of works for **building 9 ground floor** (Boys' Dormitories).

1. Electrical Works

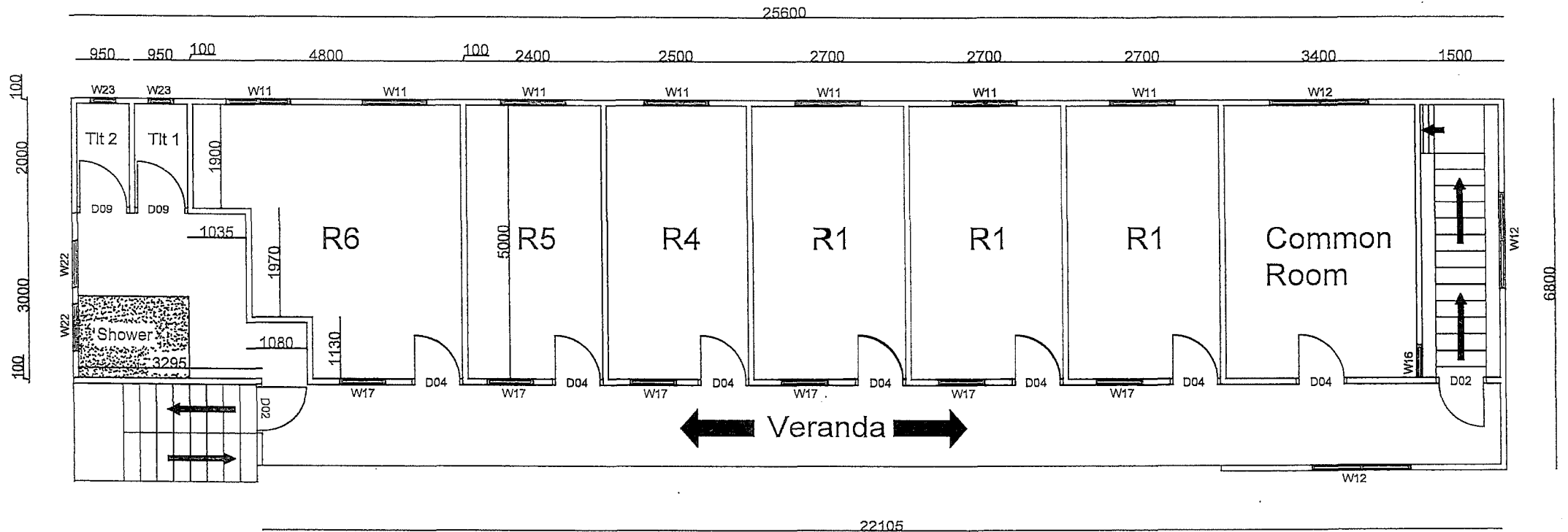
- i. Main Power Supply and Service Line
 - Allow installation of new 3phase 16mm service to each separate building
- ii. Grounding
 - Install earthing's with accordance to ANZ/NZ standard
- iii. Sub-Mains
 - Allow installation of submains cable from the main Switch board to sub-distribution boards.
- iv. GPOs
 - Remove any existing GPOs
 - Install new 10A GPOs for each room
- v. Lightings
 - Remove all old light fittings and light switches.
 - Install new 4ft fluorescent light fittings for each room including light switches.
 - Remove old light circuits and install new ones.



BUILDING 9 GROUND FLOOR PLAN

@ SCALE 1:80

PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:80	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F.AREBAIO	G. LILO	1



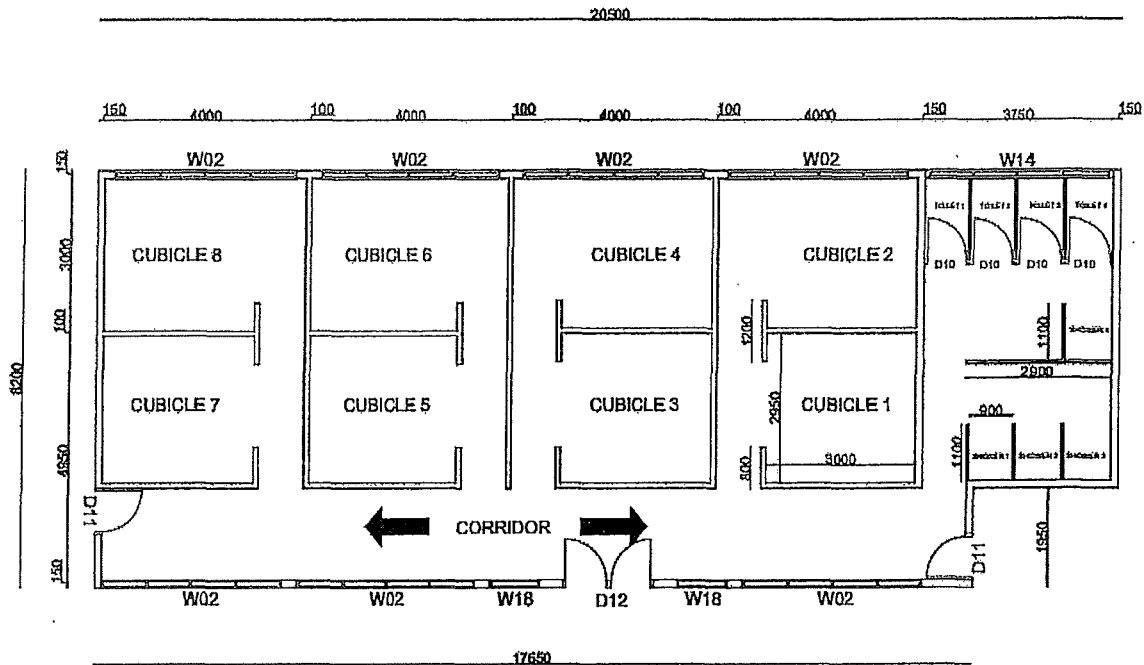
BUILDING 9 TOP FLOOR PLAN @ SCALE 1:100

PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:100	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. LILO	1

BUILDING 10: SCOPE OF WORKS

Building 10 is a single - story building consisting of girls' dormitories on the ground floor.

Ground Floor (Girls' Dormitories)



BUILDING 10 FLOOR PLAN @ SCALE 1:90

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 10.

The following are the scope of works for *building 10 ground floor* (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- Allow installation of new single phase 10mm service to building 10

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

- Allow installation of submains cable from the main Switch board to sub - distribution boards.

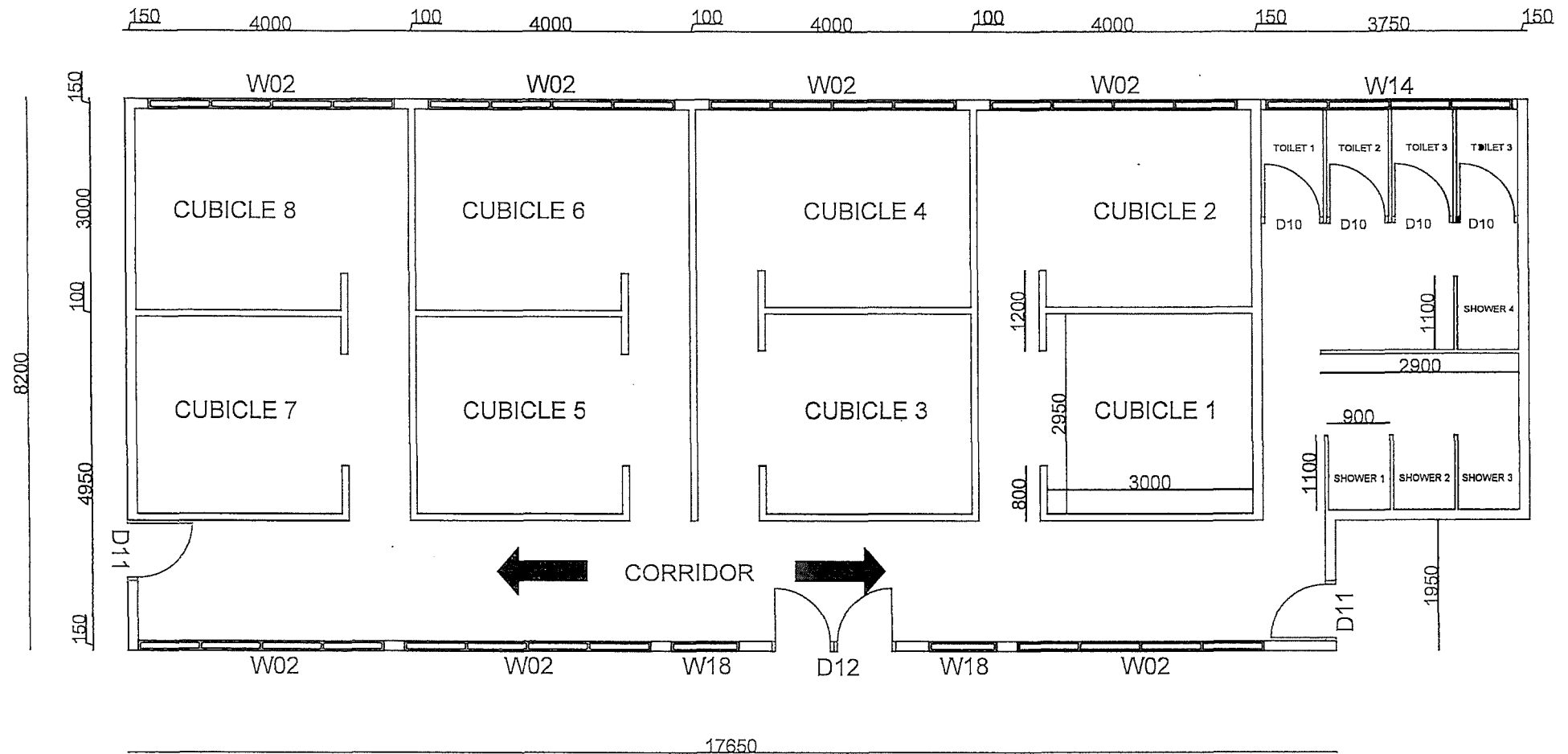
iv. GPOs

- *Remove any existing GPOs*
- *Install new 10A GPOs for each room*

v. Lightings

- Remove all old light fittings and light switches.
- Install new 4ft fluorescent light fittings for each room including light switches.
- Remove old light circuits and install new ones.

20500



BUILDING 10 FLOOR PLAN

@ SCALE 1:90

PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:90	PROJECT NAME:	O3 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. LULO	.1

Existing & Proposed E/Plan

Write a description for your map.

Legend

-  Building
-  Existing Cable run
-  Pole
-  Proposed Cable run
-  Proposed SB
-  St. Josephs National Secondary School

Pole 1 - E/ service line (6mm)

Proposed

Pole 2 - E/ service line

Pole 3 - E/ service line

Google Earth

Image © 2023 Airbus

50 m



SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

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

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Augustine Toto
Managing Director
Energy Solomon
Henderson
East Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – ST JOSEPH TENARU / ELECTRICAL / A6 / Lot 1**

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

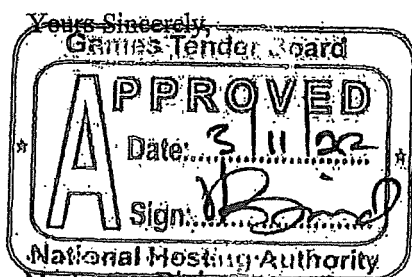
We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your proposal.

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

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

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

Yours Sincerely,



Mr. Leeroy Bird

GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

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

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

PACIFIC INSURANCES BROKERS

PO Box 2087, Honiara, Solomon Islands

Telephone : (677) 22245/22246

Facsimile : (677) 22267

Email: jmarsh@pib.com.sb

: dmaelaua@pib.com.sb

5999

Date: 16/12/22

Received from: Energy solomons

The sum of: Three thousand, two hundred and fifty Dollars

Cents

\$ 3,250 :00

By Cash/Cheque No. Cash

PAYMENT FOR:

☐ Fire _____ \$ _____ ☐ Householders _____ \$ _____

☒ Workers Compensation _____ \$ _____ ☐ Public Liability _____ \$ _____

☐ Motor _____ \$ _____ ☐ ISR _____ \$ _____

☐ Marine _____ \$ _____ ☐ Travel _____ \$ _____

☐ Com Pac _____ \$ _____ ☐ Other _____ \$ _____

Received By: frā

Underwriter: Capital.

PACIFIC INSURANCE BROKERS LTD

Box 2087, Honiara, Solomon Islands
Telephone: (677) 22245 / 22246 Fax: (677) 22267
E-mail: jmarsh@pib.com.sb

QUOTATION SLIPS

WORKERS COMPENSATION INSURANCE

INSURED Energy Solomons
INSURED'S BUSINESS Electrical Contractor
SITUATION Solomon Islands
PERIOD OF INSURANCE 12 months from date to be agreed
INTEREST INSURED All employees as per schedule below:
EVENTS INSURED Death, bodily injury as stipulated under the Solomon Islands Workers Compensation Act Cap 77, amendments thereto and at common Law.
SUM INSURED As per Act with a Common Law limit of \$150,000 per employee and \$150,000 per event
BASIS OF SETTLEMENT ~~As per Labour Division Assessment~~ *As Per Workers Compensation Act*
DEDUCTIBLES Nil
CONDITIONS OF COVER ~~As per Labour Division~~ *As Per Workers Compensation Act*
Nil Claim History last 3 years

Number of person	Class of Work	Estimate Wages
Electrician	6	\$67,200.00

Premium: *FF 3,200 -*

Stamp *150-00*

Duty

Total: *\$3,250*



Capital

INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

19 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME : Energy Solomons

POLICY TYPE : Workers Compensation

POLICY NUMBER : 60341

PERIOD OF INSURANCE : From 16 December 2022 at 4:00pm
To 16 December 2023 at 4:00pm

INTEREST INSURED : Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law

GEOGRAPHICAL LIMITS : Anywhere in Solomon Islands

SUMS INSURED : As per Act with a Common Law limit of \$150,000 per employee and \$150,000 per event

STANDARD DEDUCTIBLE : Nil applies

INTERMEDIARY : Pacific Insurance Brokers Ltd

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.


Shirley S. Hophoko
Senior Underwriter

Suite 208, Hyundai Mall, PO Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

ANNEX III: POLICE CLEARANCE CERTIFICATES



NATIONAL HOSTING AUTHORITY SOLOMON ISLANDS GOVERNMENT

C5

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

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

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

2023
Copy of Signed
Contract +
Addendum 01-
serial Payment
Schedule

PMU

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: [Signature]
Name and Position: Soleana G. Senior CA, PMO
Date: 06/02/23

Procurement section Compliance performed by:

Signed: _____
Name and Position: _____
Date: _____

Finance Department Compliance performed by:

Signed: _____
Name and Position: _____
Date: _____



2023 PACIFIC GAMES OFFICE

Approval/Signature Required

Supplier Name:

ENERGY SOLOMON - PAYMENT 3 (35%) - GV

31/10/23
Payment 3

1) Minute

☐

Sign by ED

2) Requisition

☐

Compliance Officer

Sign by ED

2/11/23
3) Payment Voucher

☒

Sign by FC

Sign by ED

4) LPO

☐

Sign by FC

Sign by ED

5) IB Authorisations

☐

Sign by FC

SRM

Sign by ED

AG

Comments:

CHQ 000235 Bsp

** Payment Cert. to be attached*

** Payment 3 - Energy Solomon for approval & processing*





PACIFIC GAMES
SOLOMON ISLANDS
CHALLENGE • CELEBRATE • UNITY

000235

PMU-1054/23

02-Nov-23

Date: _____

Date:

Total:-		190,618.38
----------------	--	-------------------

Word: One hundred Ninety Thousand, Six hundred eighteen dollars and thirty eight cents only.

Please indicate the type of payment:

CONSULTANCY FEE

PAYMENT IN ARREARS

RENTAL

CONTRACT INSTALLMENT

UTILITIES

MISC/OTHER

George McKenzie

Prepared By _____
Finance Officer - Name & Signature





HONIARA

Bank of South Pacific Limited



10/11/23

Pay

Energy Solomon

or bearer

the sum of One Hundred Ninety Thousand Six \$

190,618-38

Hundred Eighteen Dollars ^{38/100}

SPORTS SOLOMON FUND

Payable in the
Solomon Islands only.

000235

2001614631

AUGUSTINE TOTO

7828877

13/11/23

Energy Solomon
P O Box 1693
Solomon Islands

Date: 2/11/2023

Payment Amount:	\$190,618.38
------------------------	--------------

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000986	11/01/2023	\$544,623.93	\$0.00	\$299,543.16	\$190,618.38

PAYMENT SCHEDULE

ENERGY SOLOMON

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU / ELECTRICAL WORKS / A6 /LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
Invalid Value before correction			288,782.63				
Contract Value signed			588,782.63				
13/01/2023	No.1	20%	57,756.53		4,331.74	53,424.79	Paid - Incomplete mobilization amount
10/02/2023	No.1	20%	59,999.99		4,500.00	55,499.99	
	No.2	35%	206,073.92		15,455.54	190,618.38	Paid
2/11/2023	No.3	35%	206,073.92		15,455.54	190,618.38	Payment In Progress
	No.4 - RETENTION	10%	58,878.26		4,415.87	54,462.39	
			-		-	-	
TOTAL			588,782.62	-	44,158.70	544,623.92	



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU - 1054/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION	PURCHASING OFFICER USE ONLY		
		(Full and clear details of payment)	SUPPLIER	ORDER NO.	COST
1	L.S	Request approval of payment No. 3 (35%) for completion of final 50% of Electrical works for St. Joseph's Tenaru School, Buildings 6, 7, 8, 9 & 10 Girls Dormitories & Classrooms, Lot 1 - Games Village Project to Energy Solomon Electrical Contractor. GTB - GFC 09/22	ENERGY SOLOMON	QNS Q023014	\$206,073.92 ↓
			TOTALS \$206,073.92		
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$206,073.92</u>			Account Name: <u>Other (S - Local) Other Costs</u>		
Requisition Officer (Name): <u>SOLEANA GASATHE</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>206,073.92</u>		
Post: <u>ED</u>			Signed: <u>[Signature]</u>		
Department: <u>GFC - PMU</u>			Name: <u>[Signature]</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>P. HIMANE</u> Date: <u>31/10/23</u>		
Is it a ITB Contract Payment			Position: <u>PCM</u>		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: Pmu - 1054/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION	PURCHASING OFFICER USE ONLY		
		(Full and clear details of payment)	SUPPLIER	ORDER NO.	COST
1	L.S	Request approval of payment No. 3 (35%) for completion of final 50% of Electrical works for St. Joseph's Tencara School Buildings 6, 7, 8, 9 & 10 Girls Dormitories & Classrooms, Lot 1 - Games Village, Project to Energy Solomon Electrical Contractor. GTB - GTC 09/22	ENERGY SOLOMON	GN# Q023014	\$206,073.92 ↓
			TOTALS \$206,073.92		
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$206,073.92</u>			Account Name: <u>Others - Local Other Cost</u>		
Requisition Officer (Name): <u>SOLEANA GAGAHE</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>206,073.92</u>		
Post: <u>ED</u>			Signed: <u>[Signature]</u>		
Department: <u>GTC - PMU</u>			Name: <u>[Signature]</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>P. H. MANE</u> Date: <u>21/10/23</u>		
Payment requires three quotes (\$10,000.00 above)			Position: <u>PMU</u>		
Is it a ITB Contract Payment					
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

George M. Keneke

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: Graham Lilo, PMU
NHA Ref: GKL-251023
Date: Wednesday 25th October 2023



SUBJECT: Request Approval for Payment No. 3 (35%) for Labour-based Contract for Upgrade of Schools for the Games Village to Energy Solomon - Lot 1, Electrical Works for Buildings 6 - 10

Dear ED,

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

After site assessment carried out on the 16th October 2023, final 50% of Electrical Works has been done, and thus are now eligible to claim for Completion Payment No. 3 as per their Contract Agreement.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22 Lot 1 Electrical	Labour-based Contract for Upgrade of Schools for the Games Village	Payment 3	35%	\$ 206,073.92

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

Kind regards,

Graham Lilo
Project Manager, PMU



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

PROGRESS PAYMENT CERTIFICATE NO: L1PC - 03

Payment Schedule Name:	Progress Payment Claim 3 (35%).		
Project Name:	Labour based Contract for Upgrade of Games Village for Pacific Games 2023		
Contractor:	Energy Solomon		
Project Manager	Graham Lilo	Certificate:	L1PC - 03
Contract Administrator:	Soleana Gagahe	Date Invoice Received:	17-Oct-23
		Date Issued for payment:	26-Oct-23
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 588,782.63		
1	Payment 1 (20%) - shall be made upon mobilization to the site and commencement of works at the side	\$ 117,756.53	\$ 117,756.53	Paid
2	Payment 2 - 35%	\$ 206,073.92	\$ 206,073.92	Paid
3	Payment 2 - 35%	\$ 206,073.92	\$ 206,073.92	This Claim
4				
5	Progress Claim to date	\$ 529,904.37		
6	Original Contract Value	\$ 588,782.63		
7	Total Adjusted Contract Value	\$ 588,782.63		
8	Balance of Contract Payment (Retention)	\$ 58,878.26		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 206,073.92	
	Retention-Purchaser retains 5% of this payment pursuant to clause	\$ -	
		\$ -	
	Amount payable for this claim after Retention	\$ 206,073.92	

Payment is certified as conform to payments terms and conditions as stated in article 10:

Payment is hereby certified:

Graham Lilo (Project Manager)

26, 10, 23

Date

Complianced and approved by:

Soleana Gagahe (Contract Administrator)

26, 10, 23

Date

Claim is hereby approved for payment by:

Leeroy Bird (Executive Director - PMU)

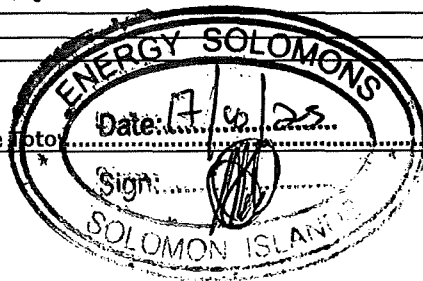
30, 10, 23

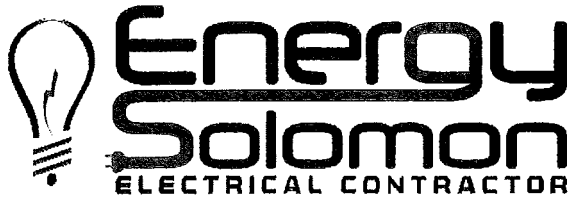
Date

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



Specialised in all electrical work				
MESTIC - COMMERCIAL - INDUSTRIAL - PROJECT - MARINE - RURAL - RENEWABLE ENERGY				
P.O Box 1693, Honiara, Solomon Islands				
M: +677 74 73055, 7828877. Email: energysolomons@gmail.com				
National Hosting Authority				
P.O.BOX				
HONIARA, SOLOMON ISLANDS				Quot NO: Q023014
Attention: MANAGER PROCUMENT				
				Date: 17-Oct-23
From: Augustine Toto.				
INVOICE				
	<i>Job Description / Materials</i>	<i>QTY/HRS</i>	<i>Unit Price</i>	<i>Total</i>
1	Request of third part payment, claim of 35% of the original Contract			\$206,073.92
Sign: Augustine Toto	Grand Total:			\$206,073.92





Specialised in all electrical work

DOMESTIC - COMMERCIAL - INDUSTRIAL - PROJECT - MARINE - RURAL - RENEWABLE ENERGY

P.O Box 1693, Honiara, Solomon Islands

M: +677 7828877, Email: energysolomons@gmail.com

Date: 18th OCT. 2023

The General Manager
National Hosting Authority
PO Box
HONIARA

Attention: Procurement Unit.

Dear Sir,

Completion report on electrical refurbishment on B6 Building.

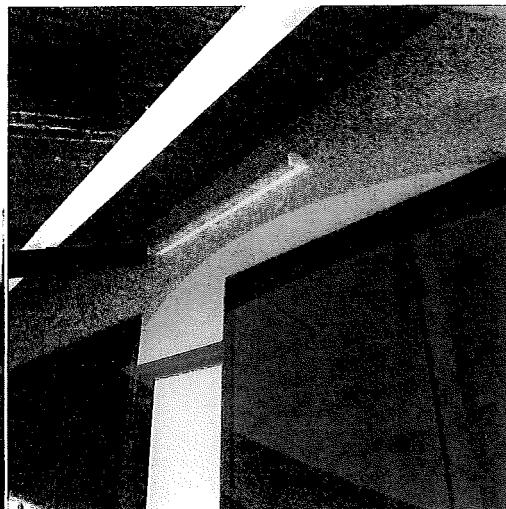
I hereby submit my completion report to your good firm NHA about electrical works being done at Tenaru School.

So far we completed all electrical works on B6 Building, also carry out load test and satisfied With proper functioning of electrical appliances.

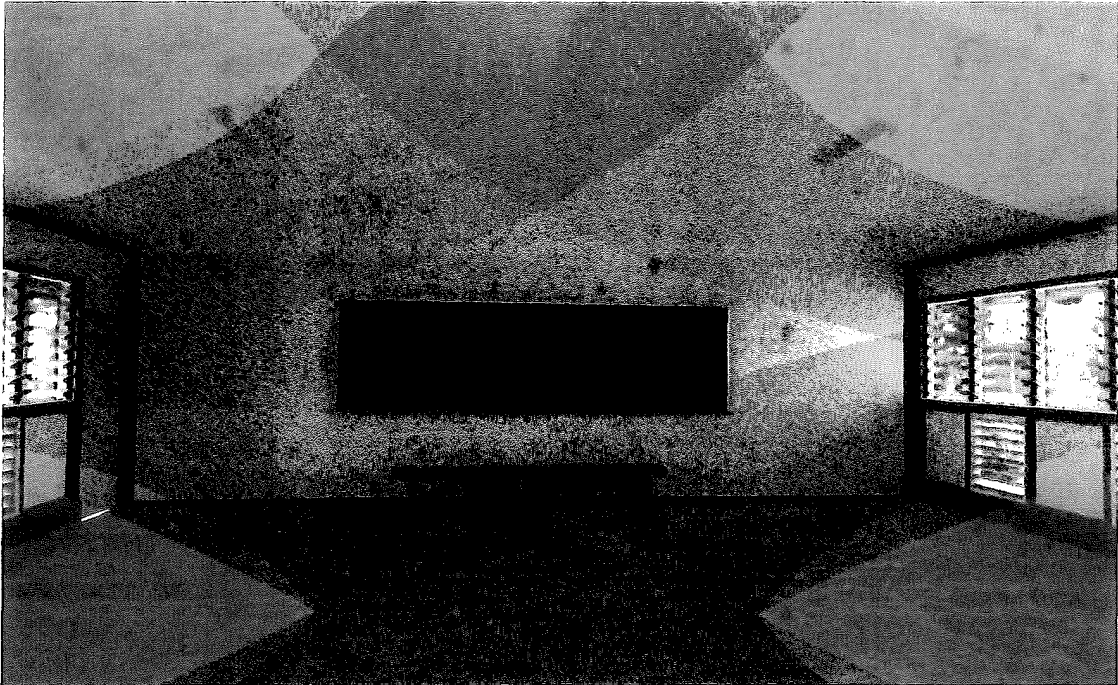
Some photos of B6 Building



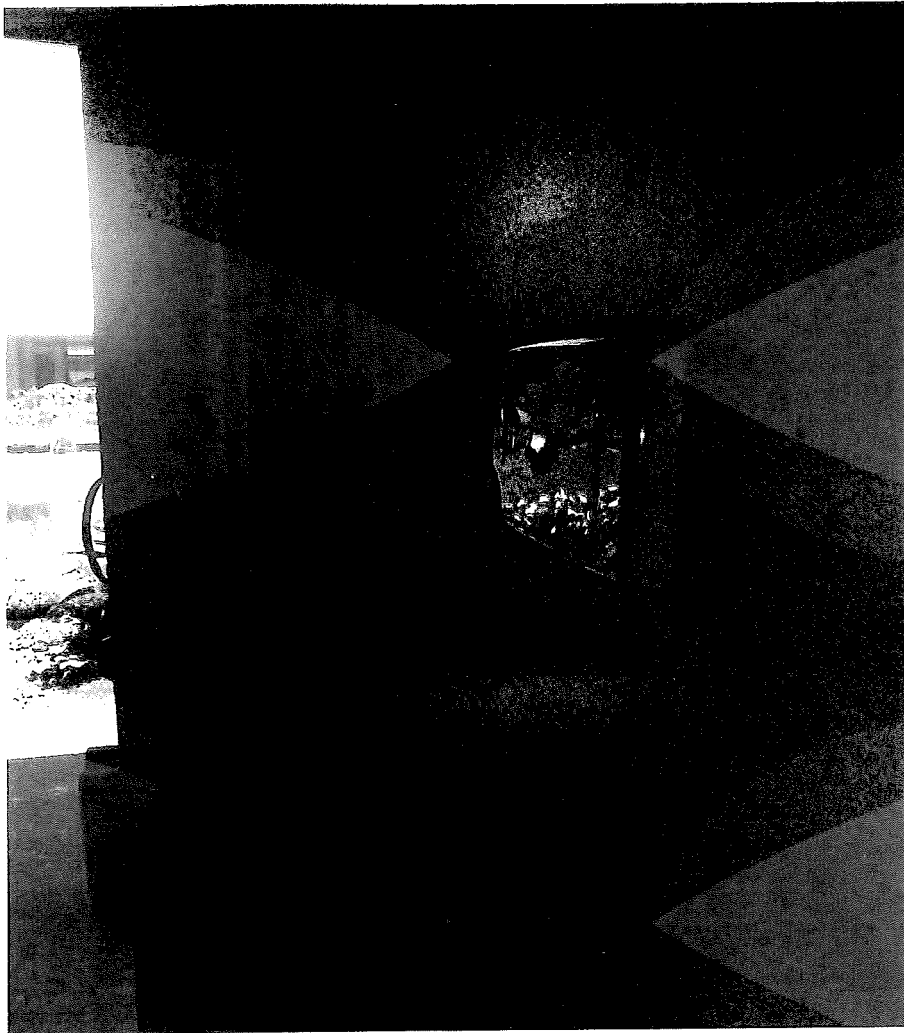
*Mounting entry box for service line to attached.



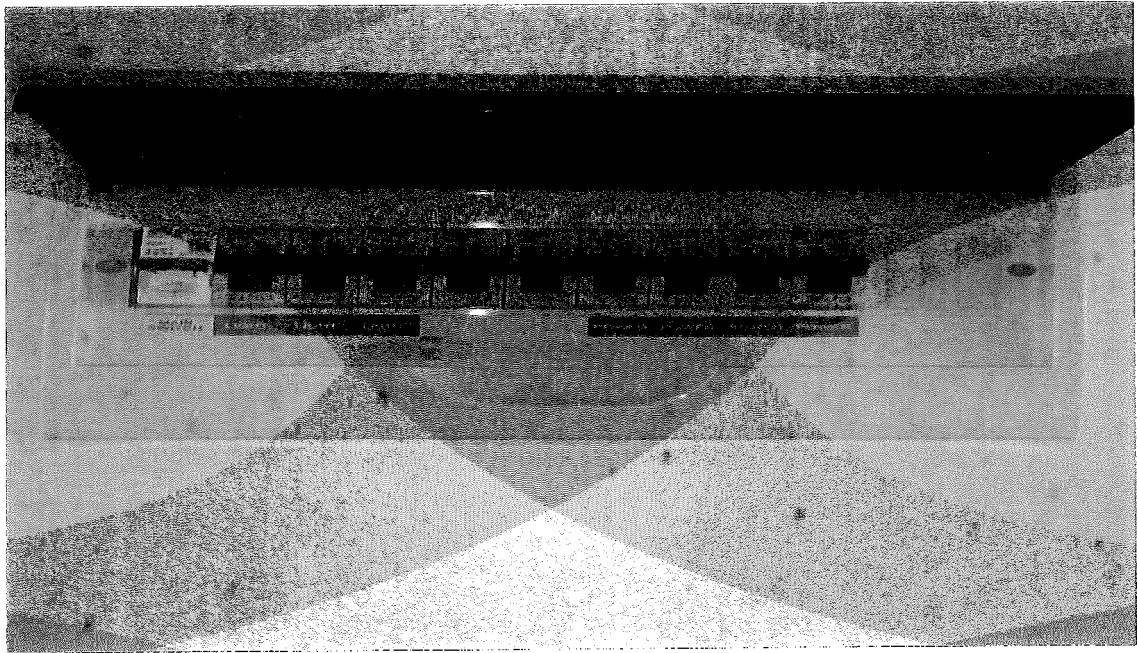
* Security light out side B6 Building/



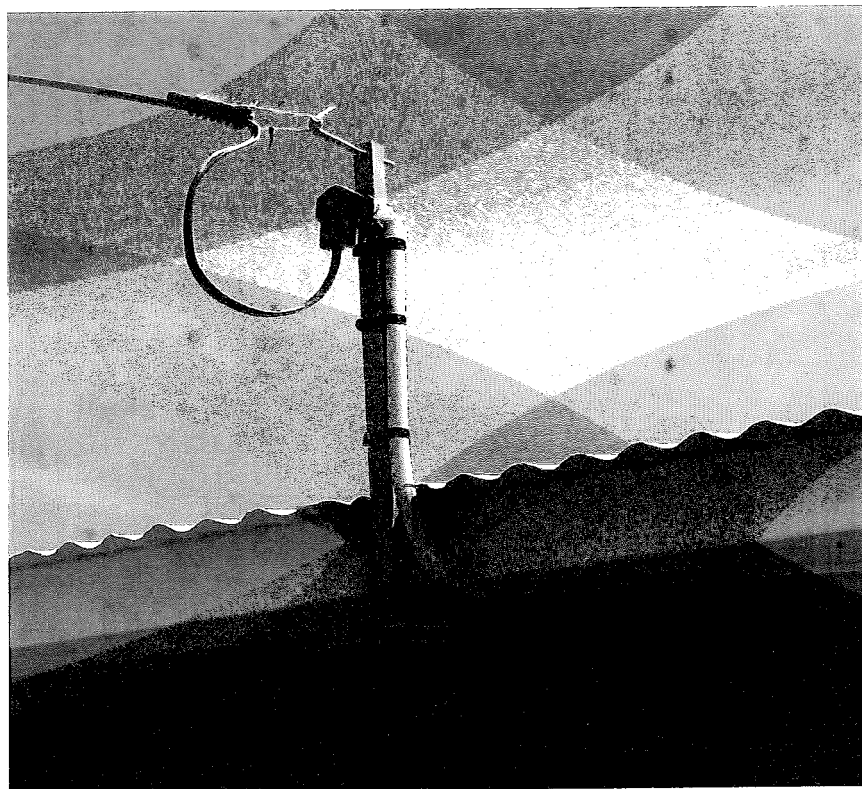
Inside the B6 classroom blocks / 100% complete.



B6 Light switch



B6 Main switchboard.



B6 Entry point anchor.



Earth electrode stake



B6 Classroom blocks.

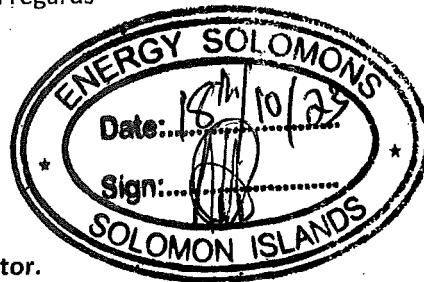
B6 100% completion.

ENERGY SOLOMONS electrical team proving themselves to performed on higher workmanship as electrical standard and regulations is concern.

For any quires or consultation, please do contact us through the above address.

Thanks and kind regards

Yours faithfully,



Augustine Toto
Managing Director.
(SIEA License #142, NSW License # 275275)



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	04 ST JOSEPH'S TENARU
NHA PROJECT REF:	03 GV	CERTIFICATE NO:	ST JOSEPH'S _TEN_B6,B7,B8,B9_ & _B1 0 GIRLS DORM
CONTRACT NO:	GTB 09/22	DATE ISSUED OF COMPLETION CERTIFICATE	20/10/2023
CONTRACTOR:	ENERGY SOLOMON	DLP (Defect Liability Period)	1 Month
WORK TYPE:	ELECTRICAL WORKS	Lot No:	Lot 1
PROJECT SITE:	ST JOSEPH'S TENARU SCHOOL	BUILDING No.:	B6,B7,B8,B9,B10 & GIRLS DORMITORIES
BUILDING NAME:	BUILDING 6,7,8,9 & 10 – CLASSROOMS & (GIRL'S DORMITORIES)		

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.

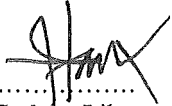
- a) Pursuant to **Article 4 (Guarantee)** that the works is completed and shall be used for its intended purpose without material inconvenience and other works rectification completed.
- b) Completed in accordance with the Contract terms and conditions pursuant to **Article 3-Delivery** as referenced 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.

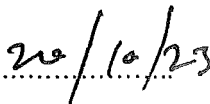
- v. Replace or repair any goods or technical installed equipment under Warranties of such goods or equipment.
- vi. Defects Liability Period commences thereafter signing and issuance of this certificate for the period mentioned herein and as stated in the contract.

2. Certification of Completion Endorsement

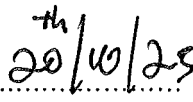
- i. Inspection of the aforementioned works has been carried out on the 19th of October 2023
- ii. This is to certify that the Contract Works have been inspected and qualified for Practical Completion on the 20th of October 2023.
- iii. The Defects Liability Period commenced on this date and continues for a period of 20th of October 2023 to 20th of November 2023.

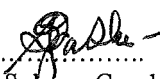
This certificate shall form part of the contract and is legally binding, no waiver of this certificate unless so agreed by parties subjected herein and amendment to the original contract. This certificate is provided to the Principal and Contractor only, and for the purposes set out in this Contract.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

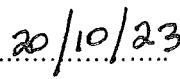
Issued by: 
Graham Lilo
(Project Manager)


(Date)

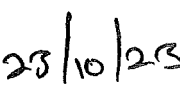

Augustine Toto
Contractor Representative


(Date)

Signed by 
Soleana Gagahe
Contracts Manager


(Date)

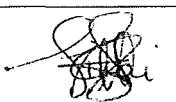
Signed by 
Leeroy Bird
(Executive Director)


(Date)



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

**PROJECT MANAGEMENT UNIT
PROGRESSIVE REPORT 1**

PROJECT DETAILS:	
DOCUMENT NAME	ELECTRICAL PROGRESS ASSESSMENT FOR TENARU BUILDINGS 6 -10 (GIRLS DORMITORIES & CLASSROOMS)
CONTRACT #	GTB 09/22
CONTRACTOR	Energy Solomon
CONTRACT START DATE	16 th December 2023
REPORTING PERIOD	23 rd – 24 th October 2023
REPORT PREPARED BY	Hazel Hinai 

Inspection Summary

According to the assessment carried out for Tenaru School – Games' Village Project, dated on the 19th of October 2023 specifically for **Energy Solomon Contractor**, their electrical work progress has now reached 100% completion stage. Buildings 6,7,8,9 & 10(Classrooms & Girls Dormitories) has been energised and operational. The works completed has been well-checked and assessed and it is confirmed to meet the satisfactory standards as per the contract's scope.

The completed scope of works includes the following:

- ✓ Complete termination of service to building 6 – F4 & F5 Classrooms.
- ✓ Replacing and installing of new electrical appliances such as 2ft & 4ft light fittings, light switches, and sub-distribution boards for building 10, 9, 8 & 7.
- ✓ Complete termination for lightings, GPOs, and switches.
- ✓ Complete conduit installation for external new circuits, replacement and complete termination for lights, switches, and additional GPOs complete for building 6 (Form 4 & 5 Classrooms).
- ✓ Energising of the Building 6 Switchboard.

Service Line Termination

- Complete termination of new service line to the building 6 – F4 & F5 Classroom



Figure 1 Service line complete installation for supply connection to building 6.

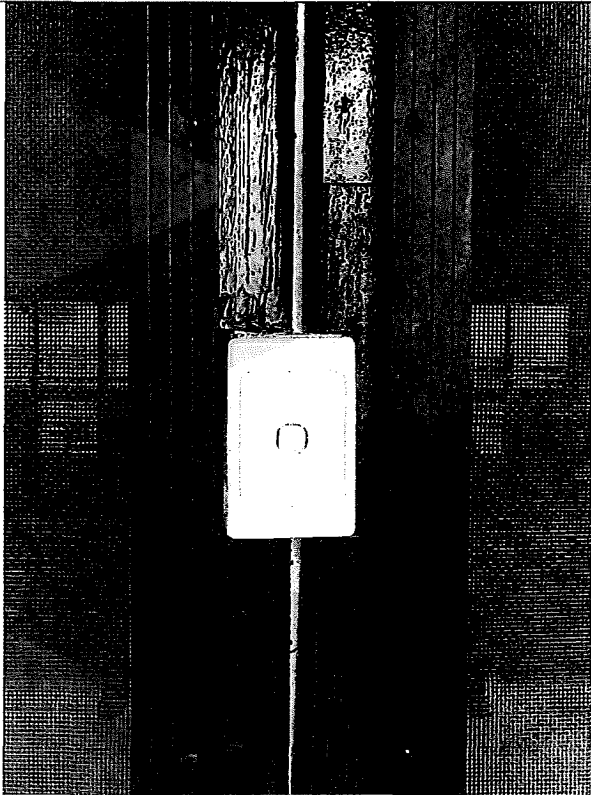
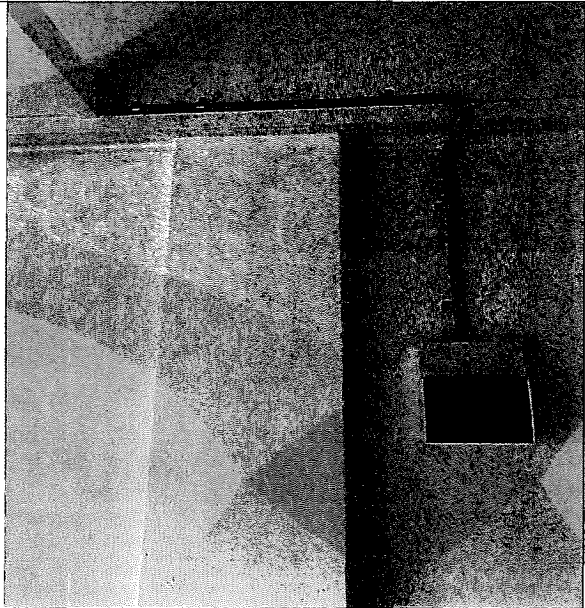


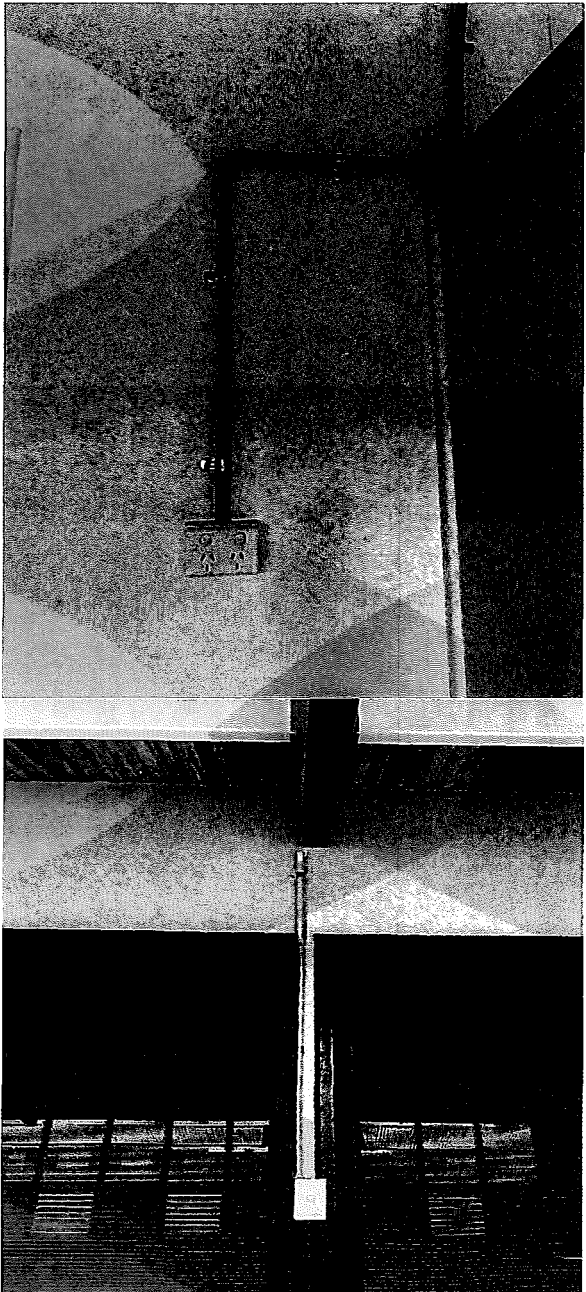
Figure 2. Shows the complete termination of service line to Building 6.

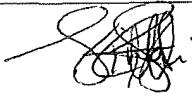
Below are some photos taken during the site assessment for the completed electrical works by **Energy Solomon Contractor**.

Summary of progress:

Building No.	Site photos	Work Description	Comment
B6		• Installation of new 2fts and 4fts light fittings for internal lighting of the building.	Done
		• Installation of new 4ft LED lights	Done

		• Installation of new light switches	Done
		• Run additional circuit enclosed with suitable conduits sizes for additional GPOs as per the scope. • Complete installation of Additional double GPOs.	Done Done

		Running of new conduits for the external circuits.	Done
--	--	--	------

Project Manager Comments.	All works completed and have complied with contract terms.	
Project Engineer sign off.		Hazel Hinai Contract Administrator - Electrical



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	04 ST JOSEPH'S TENARU
NHA PROJECT REF:	03 GV	CERTIFICATE NO:	ST JOSEPH'S _TEN_B6,B7,B8,B9_&_B1 0 GIRLS DORM
CONTRACT NO:	GTB 09/22	DATE ISSUED OF COMPLETION CERTIFICATE	20/102023
CONTRACTOR:	ENERGY SOLOMON	DLP (Defect Liability Period)	1 Month
WORK TYPE:	ELECTRICAL WORKS	Lot No:	Lot 1
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BUILDING NAME:	BUILDING 6,7,8,9 & 10 – CLASSROOMS & (GIRL'S DORMITORIES)		

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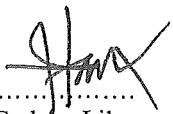
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- b) Completed in accordance with the Contract terms and conditions pursuant to **Article 3-Delivery** as referenced in the scope of works and satisfactory inspection pursuant to **Article 5-Inspection**
- c) With this Practical completion issuance, **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 19th of October 2023
- ii. This is to certify that the Contract Works have been inspected and qualified for Practical Completion on the 20th of October 2023.
- iii. The Defects Liability Period commenced on this date and continues for a period of 20th of October 2023 to 20th of November 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: 

 Graham Lilo
 (Project Manager)

20/10/23

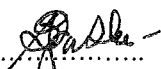
 (Date)



 Augustine Toto
 Contractor Representative

20/10/23

 (Date)

Signed by 

 Soleana Gagahe
 Contracts Manager

20/10/23

 (Date)



 Signed by Leeroy Bird
 (Executive Director)

23/10/23

 (Date)

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



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Augustine Toto
Managing Director
Energy Solomon
Henderson
East Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – ST JOSEPH TENARU / ELECTRICAL / A6 / Lot 1**

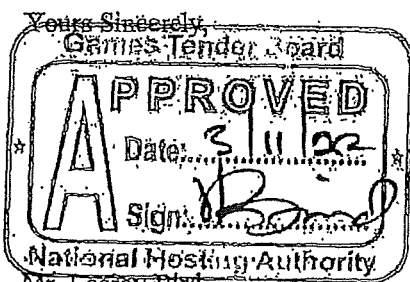
The Games Tender Board has deliberated on the evaluation and recommendations submitted for endorsement of the contract for labour based supply for the Games Village Upgrade Works.

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

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

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

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



Mr. Leeroy Bird

GTB Secretary / ITB Secretary / Procurement and Compliance Manager
National Hosting Authority

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



NATIONAL HOSTING AUTHORITY

SOLOMON ISLANDS GOVERNMENT

C5

CONTRACT PAYMENT AND COMPLIANCE CHECKLIST

(For payment of contracts over \$100,000)

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

Required documents Prepared by Committee/Department	FI Ref	<i>Proc</i> 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 <i>09/22</i>	P7 10.1	✓		✓
PR signed by requisition officer		✓		
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Progress Report of works/Photos etc		✓		
Completion report if goods/services and works have been completed		✓		
Other reports if any (goods and services)		N/A		
Payment certificate from Engineer matching amount in Requisition		✓		
Invoice from Contractor matching amount in requisition		✓		✓
Compliance checks required and done by Procurement				
Contract form approved and Signed by Chairman/EDs	P7 27.2		✓	✓
PR has been signed by authorized person (and not approving payment to themselves)	P7 44	✓	✓	✓
Check amount on PR matches the signed contract			✓	
Account code used is correct	P7 38.5(e)		✓	
Name on PR matches signed contract	P7 38.5(e)		✓	✓
Check price and rates are reasonable	P7 43.2(b)		✓	
Data entry checks for PV and Cheque payments done by Finance Department				
Amount entered in AX matches Requisition				✓
Account code in AX matches Requisition				✓
Vendor name in AX matches Requisition				✓
Item code and Units entered (e.g. box, each) correctly			✓	✓
Description has enough detail				✓
Check dates on future instalments entered correctly				✓
Budget OK				✓

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

Department Compliance performed by:

Signed: [Signature]

Name and Position: HAZEL H (CA - ELECTRICAL)

Date: 30/10/23

Procurement section Compliance performed by:

Signed: [Signature]

Name and Position: Phmane (Pm)

Date: 31/10/23

Finance Department Compliance performed by:

Signed: [Signature]

Name and Position: Gregory Sale

Date: 31/10/2023



CONTRACT AGREEMENT

FOR

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

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**ELECTRICAL WORKS FOR BUILDING 6,7,8,9 & 10-CLASSROOM &
GIRLS DORMITORIES**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

Energy Solomon

(GTB-GFC09/22)

December 2022

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LABOUR CONTRACT

THIS AGREEMENT made on this 16th December 2022, between National Hosting Authority, representing the Solomon Islands Government (hereinafter "the Purchaser") represented by Dr Jimmie Rogers herein named as Chairman.

AND

Energy Solomon -Honiara of which contractors place of, Solomon Islands (hereinafter "the Contractor"), of the other part represented by Augustine Toto, herein Managing Director, Honaiara, Solomon Islands.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) within a period of 10 months.
3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.
4. The total Price shall be \$588,782.63, The agreed price for the execution of the Works is fixed for the duration of the Contract.
5. The Contractor's shall liable for any material supplied and damaged by either cutting, mishandling, improper storage at works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.
6. Unless otherwise in any situation where change of scope of works arises, the labour based amount shall change in lieu of this contract.
7. The place where the Works must be executed shall be at the site described as in contract. The works shall be completed within days from the Contract Commencement date and as mentioned in the schedule provided by the Project Management Unit of National Hosting Authority.
8. The Contractor shall supply labour for the period specified and shall be for the duration of required working days.

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

Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

Name of Building: BUILDING 6,7, 8, 9 & 10-CLASSROOM & GIRLS DORMITORIES

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.
12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.
13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY quoting the above-mentioned Contract number.
14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).
15. This Contract is subject to the provisions of the attached General Conditions of Contracts and Particular Conditions of Contract for the Execution of Works.
16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
- a) *Contract Agreement*
 - b) *General Conditions of Contract*
 - c) *Applicable Conditions of Contract*
 - d) *Payment Schedule*
 - e) *Scope of Works/ Specifications*
 - f) *Site Map & Location of the School*
 - g) *List of Labourers*
 - h) *List of Machineries & Equipment*
 - i) *Works Schedule*
 - j) *Annexes to the Contract:*
 - a. *Tender Award Letter*
 - b. *Worker's Compensation Certificate*

c. Police Clearance Certificates

d. Other documents attached as additional Annexes to the Contract

17. Both Parties agreed that this contract is a repair and maintenance Contract of which turn Key terms and conditions shall apply as part of works and payments.
18. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
19. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
20. Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
21. In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.
22. The National Hosting Authority retains the right over the contract terms and conditions and may enforce through all means of communications any penalties, changes and other applicable conditions deemed appropriate to mitigate risks.

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority **For the Contractor**

Name: Christian Mep

Name:

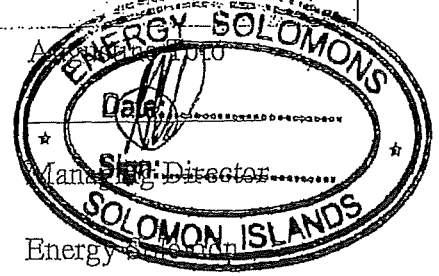
Signature:

Signature:

Designation: Executive Director

Designation:

National Hosting
Authority



Date: 17/12/2022

Date:

16/12/2022

Witness signing by Project Management Unit/NHA

Signature

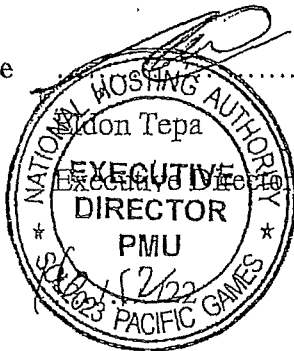
Name:

Simon Tapa

Title:

EXECUTIVE
DIRECTOR
PMU

Date:



SECTION II: GENERAL CONDITIONS OF CONTRACT

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

- 1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.
- 1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.
- 1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
- 1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.
- 1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
- 1.6 **CONTRACTOR:** The Employer's counterparty.
- 1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** The Employer or the Contractor, depending on the context.
- 1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
- 1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.
- 1.12 The Project Manager is the person named in the Contract Terms & Conditions (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.
- 1.13 The Contract Administrator is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.

Article 2 Application

- 2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 2.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

- 3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.
- 3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.
- 3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.
- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or 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.
- f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing.
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 'In writing' is understood to include 'electronically', provided:
- a. the notification can be consulted by the addressee.
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
- 8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.
- 8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

- 9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.
- 9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.
- 10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

- 12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.
- 12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:
 - a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.
- 16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

- 18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
- 18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

- 21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.
- 21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

- 25.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent Court of the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.
- 25.2 The Contract is governed by the law of the Solomon Islands.

Article 26 Final provisions

- 26.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 26.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. THE PURCHASER IS: National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands b. THE CONTRACTOR: Energy Solomon Henderson Honiara Solomon Islands Email: energysolomonsevicess@gmail.com Mob: 7828877 c. THE LOCATION SITE IS: LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 6,7,8,9 & 10-CLASSROOM & GIRLS DORMITORIES
	1.12	• THE PURCHASER'S PROJECT MANAGER IS: Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • THE PURCHASER'S SITE ENGINEER IS: Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• THE CONTRACT ADMINISTRATOR IS. Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. <i>Note: To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.</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. <i>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</i>
	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 3 rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS. Eldon Tapa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Augustine Toto Energy Solomon Henderson Honiara Solomon Islands Email: energysolomonseviceess@gmail.com Mob: 7828877
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties: a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the

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

SECTION III: 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\$588,782.63
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No.1	20% payment shall be paid upon signing of the Contract and Contractor Mobilize to the Site	\$117,756.53	\$117,756.53
Payment No.2	35% payment shall be paid upon completion of electrical works to main lines and buildings 6,7 & 8-Girlss dorm	\$206,073.92	\$206,073.92
Payment No.3	35% payment shall be paid upon completion of electrical works to buildings 9 & 10 and issue of practical completion	\$206,073.92	\$206,073.92
Payment No.4 Retention	10% Retention upon completion of any defects and repairs after three months	\$58,878.26	\$58,878.26
TOTAL			\$588,782.63

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

BUILDING 6: SCOPE OF WORKS

Building 6 is a single-story building consisting of classrooms and science laboratories separated in units.

Ground Floor (F4s, F5s & Science Laboratories)

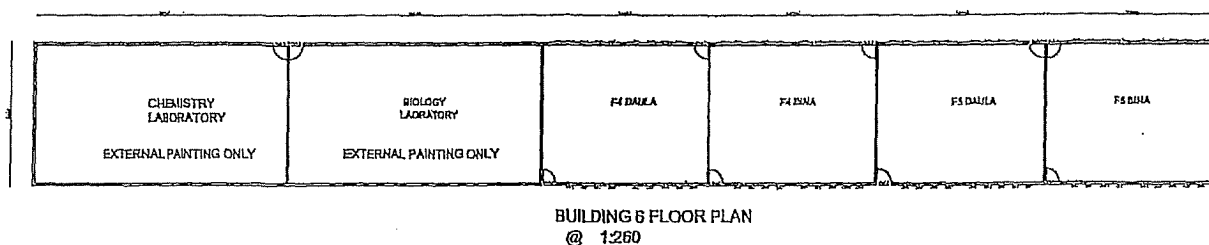


Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 6.

The following are the scope of works for *building 6 ground floor* (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- *Disconnect loop from the home economics building to building 6*
- *Allow installation of new single phase 10mm service to building 6*
- *Upgrade the mains cable*
- *Remove and replace entry box*

ii. Grounding

- *Install earthing's with accordance to ANZ/NZ standard*

iii. Sub-Mains

- *Allow installation of submains cable from the main Switch board to sub - distribution boards*
- *Upgrade the switchboard to 12-way*

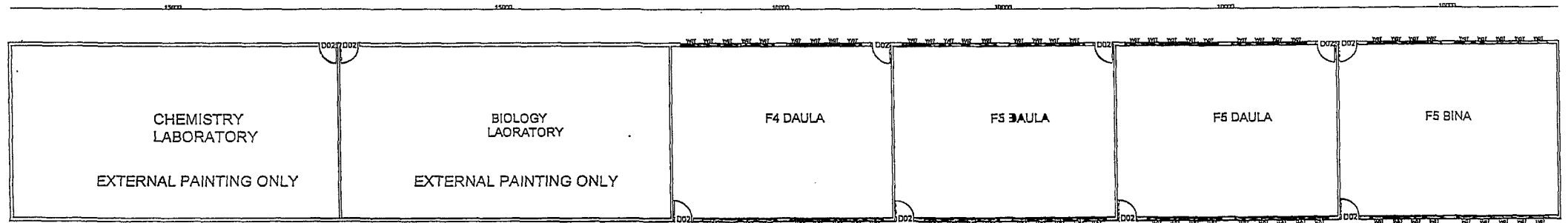
iv. GPOs

- *Install GPOs and wire it externally using conduits (GPOs to use mounting blocks)*
- *Install new 10A GPOs for each room*

v.

Lightings

- Remove defected lights and light holders
- Replace new 4ft fluorescent light fittings for each room including light switches



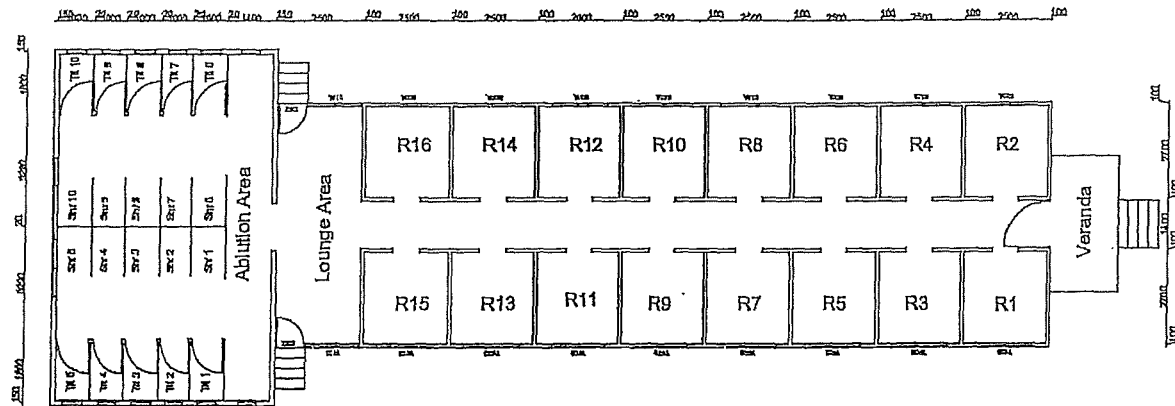
BUILDING 6 FLOOR PLAN
@ 1:260

PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:260	PROJECT NAME:	03 GAMES VILLAGE	14/01/2022	F. WAKI	F. ARFRAID	G. LI	

BUILDING 7: SCOPE OF WORKS

Building 7 is a single-story building consisting of girls' dormitories.

Floor Plan (Girls' Dormitories)



**BUILDING 7 FLOOR PLAN
@ SCALE 1:130**

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 7.

The following are the scope of works for **building 7 ground floor** (Caritas Dormitory).

1. Electrical Works

i. Main Power Supply and Service Line

- Disconnect existing loop
- Allow installation of new single phase 10mm service to building 7
- Upgrade the mains cable
- Remove and replace entry box

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

- Allow installation of submains cable from the main Switch board to sub - distribution boards
- Upgrade the switchboard to 12-way

iv. GPOs

- *Install GPOs and wire it externally using conduits (GPOs to use mounting blocks)*
- *Install new 10A GPOs for each room*

v. Lightings

- Remove defected lights and light holders
- Replace new 4ft fluorescent light fittings for each room including light switches

BUILDING 8: SCOPE OF WORKS

Building 8 is a single-story building consisting of girls' dormitories and extended to the ablution blocks all on the ground floor.

Floor Plan Building 8

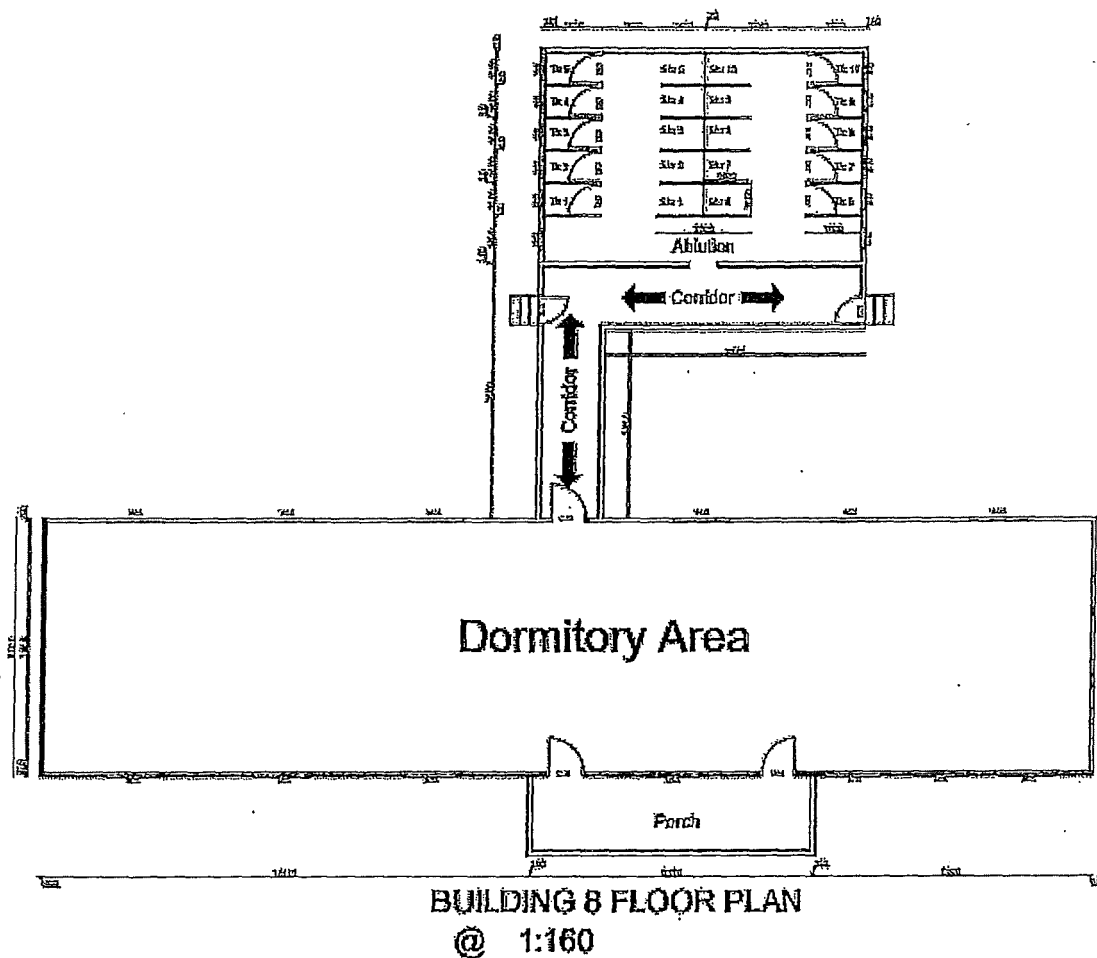


Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 8.

The following are the scope of works for **building 8 ground floor** (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- Allow installation of new single phase 10mm service line to building 9

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

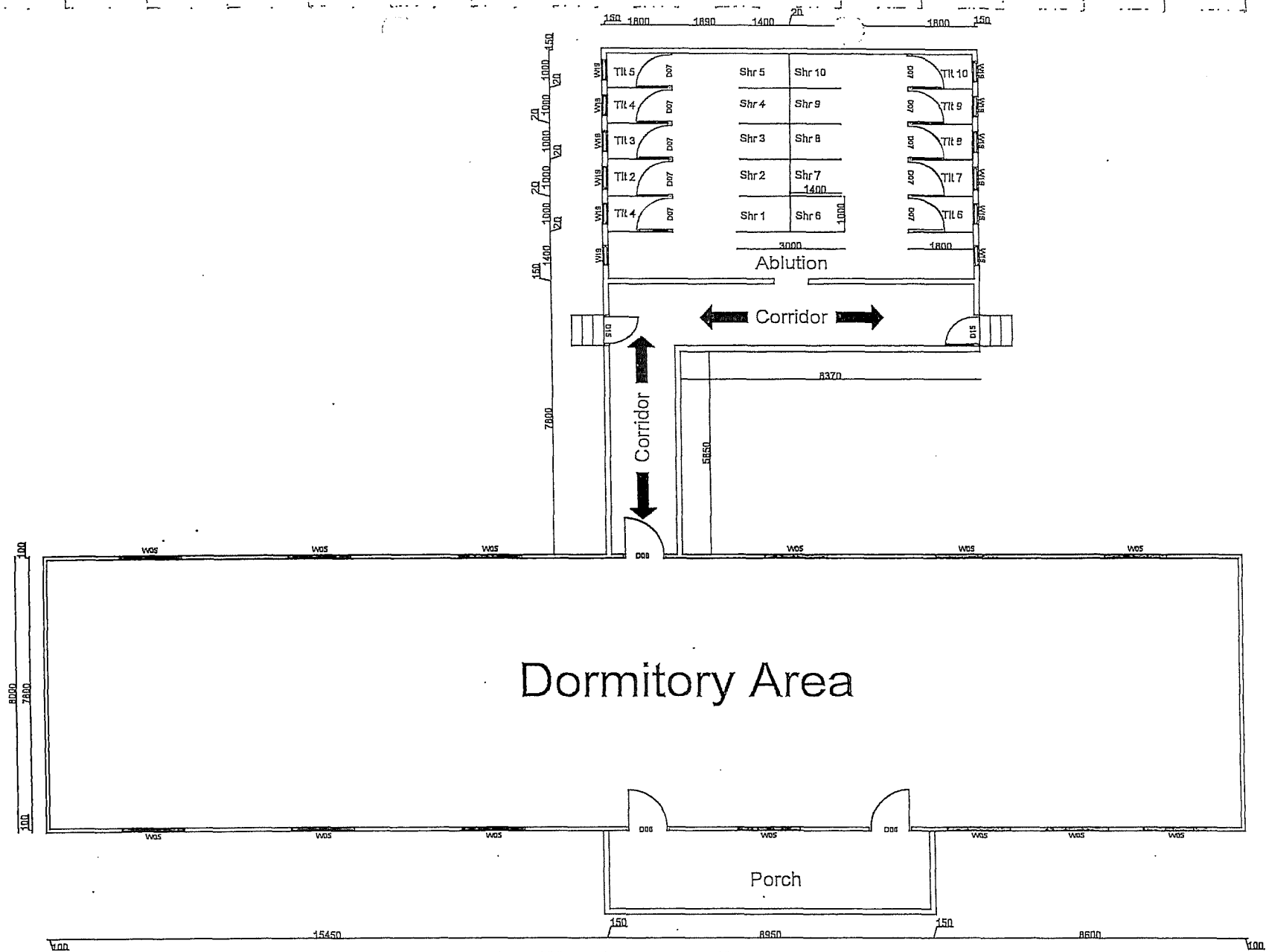
- *Allow installation of submains cable from the main Switch board to sub-distribution boards.*

iv. GPOs

- *Remove any existing GPOs*
- *Install new 10A GPOs for each room*

v. Lightings

- *Remove all old light fittings and light switches.*
- *Install new 4ft fluorescent light fittings for each room including light switches.*
- *Remove old light circuits and install new ones.*



BUILDING 8 FLOOR PLAN
@ 1:160



PLAN VIEW
SCALE: 1:160

SCHOOL:
PROJECT NAME:

ST. JOSEPH'S TENARU
03 GAMES VILLAGE

DATE:
14/06/2022

DRAWN:
F. WAKI

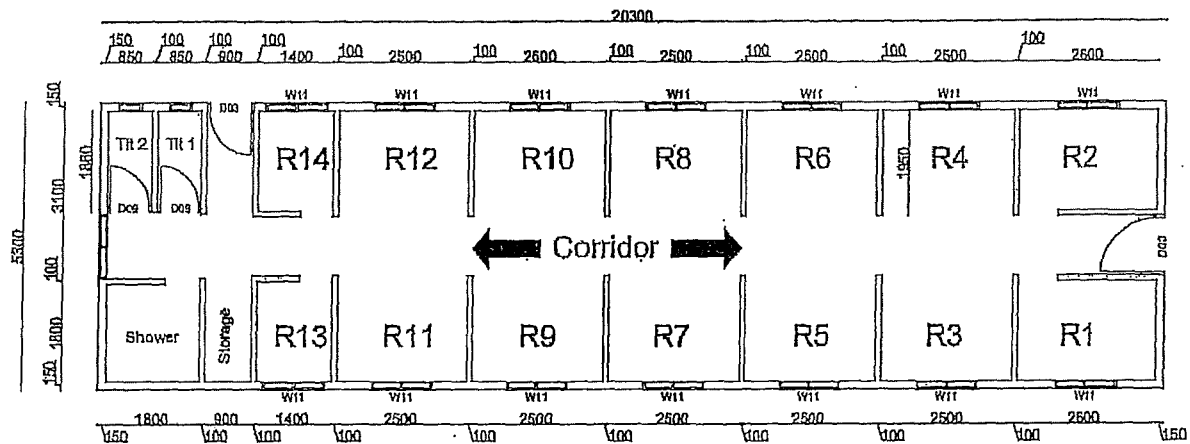
CHECKED BY:
F. AREBAIO

APPROVED:
G. LILO

BUILDING 9: SCOPE OF WORKS

Building 9 is a double story building consisting of girls' dormitories on the ground floor and on the top floor.

Ground Floor (Girls' Dormitories)



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 9.

The following are the scope of works for *building 9 ground floor* (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- Allow installation of new 3phase 16mm service to each separate building

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

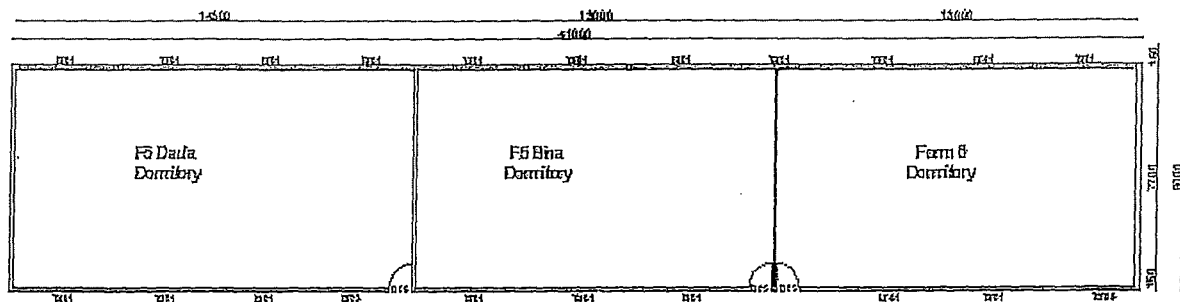
- Allow installation of submains cable from the main Switch board to sub-distribution boards.

iv. GPOs

- Remove any existing GPOs
- Install new 10A GPOs for each room

- v. Lightings
 - Remove all old light fittings and light switches.
 - Install new 4ft fluorescent light fittings for each room including light switches.
 - Remove old light circuits and install new ones.

Top Floor (Boys' Dormitories)

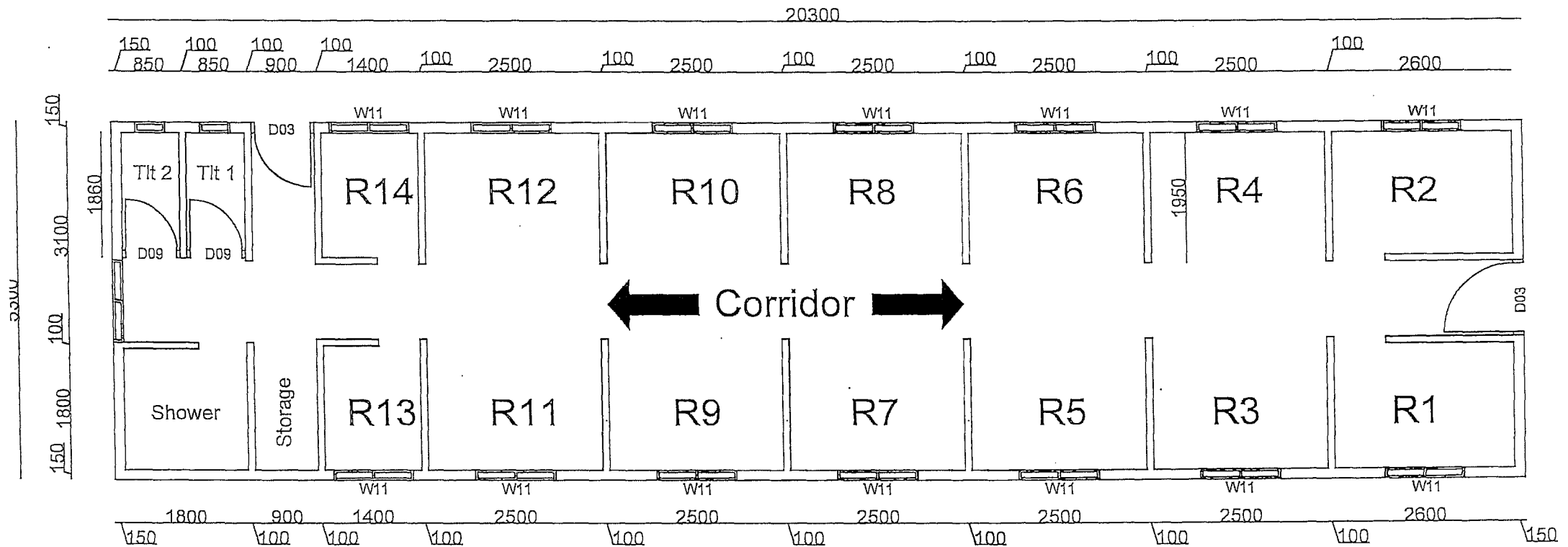


BUILDING 1 TOP FLOOR PLAN

Fig 2: shows the overview floor plan (not to scale) for the top floor of Building 9.

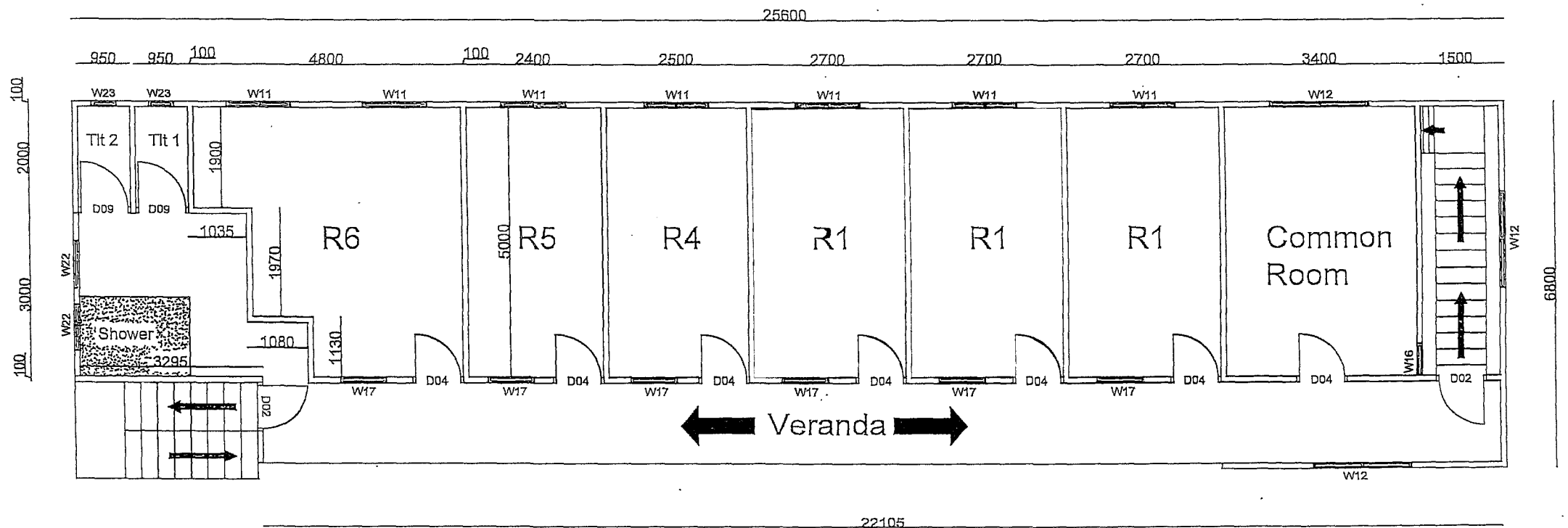
The following are the scope of works for **building 9 ground floor** (Boys' Dormitories).

1. Electrical Works
 - i. Main Power Supply and Service Line
 - Allow installation of new 3phase 16mm service to each separate building
 - ii. Grounding
 - Install earthing's with accordance to ANZ/NZ standard
 - iii. Sub-Mains
 - Allow installation of submains cable from the main Switch board to sub-distribution boards.
 - iv. GPOs
 - Remove any existing GPOs
 - Install new 10A GPOs for each room
 - v. Lightings
 - Remove all old light fittings and light switches.
 - Install new 4ft fluorescent light fittings for each room including light switches.
 - Remove old light circuits and install new ones.



BUILDING 9 GROUND FLOOR PLAN @ SCALE 1:80

PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:80	PROJECT NAME:	03 GAMES VILLAGE	14/06/2022	F. WAKI	F. AREBAIO	G. LILO	1



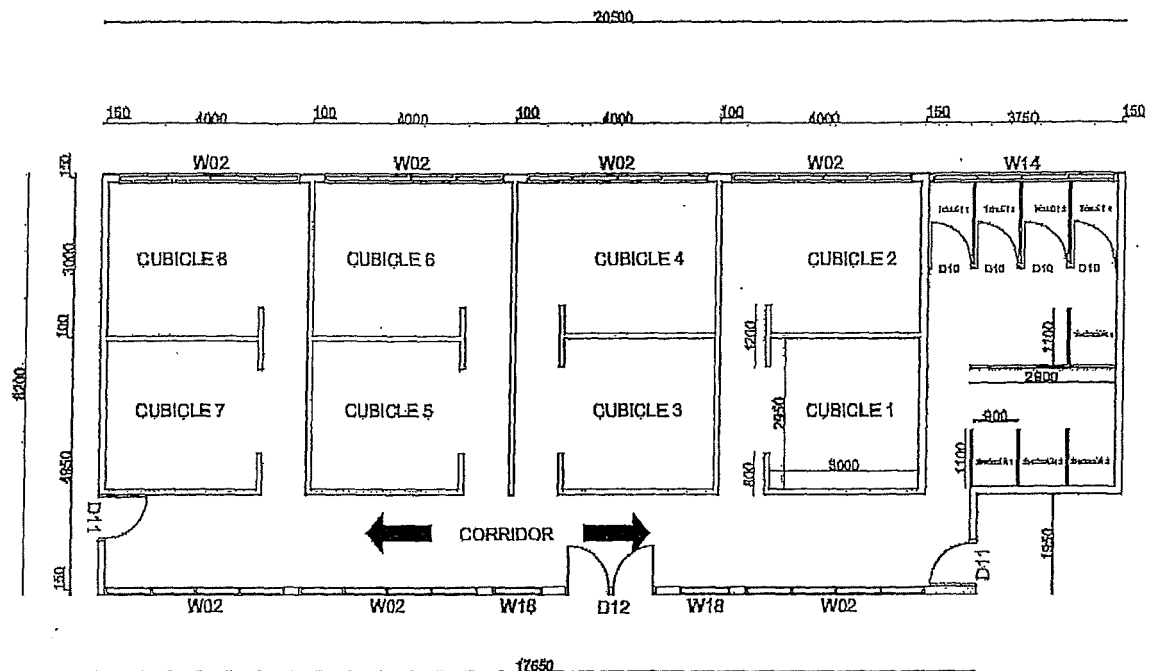
BUILDING 9 TOP FLOOR PLAN @ SCALE 1:100

PLAN VIEW	SCHOOL:	ST. JOSEPH'S TENARU	DATE:	DRAWN:	CHECKED BY:	APPROVED:	REV
SCALE: 1:100	PROJECT NAM.	03 GAMES VILLAGE	14/01/2022	F. WAKI	F. AREBAIO	G. LILO	1

BUILDING 10: SCOPE OF WORKS

Building 10 is a single - story building consisting of girls' dormitories on the ground floor.

Ground Floor (Girls' Dormitories)



BUILDING 10 FLOOR PLAN @ SCALE 1:90

Fig 1: shows the overview floor plan (not to scale) for the ground floor of Building 10.

The following are the scope of works for *building 10 ground floor* (classrooms).

1. Electrical Works

i. Main Power Supply and Service Line

- Allow installation of new single phase 10mm service to building 10

ii. Grounding

- Install earthing's with accordance to ANZ/NZ standard

iii. Sub-Mains

- Allow installation of submains cable from the main Switch board to sub - distribution boards.

iv.

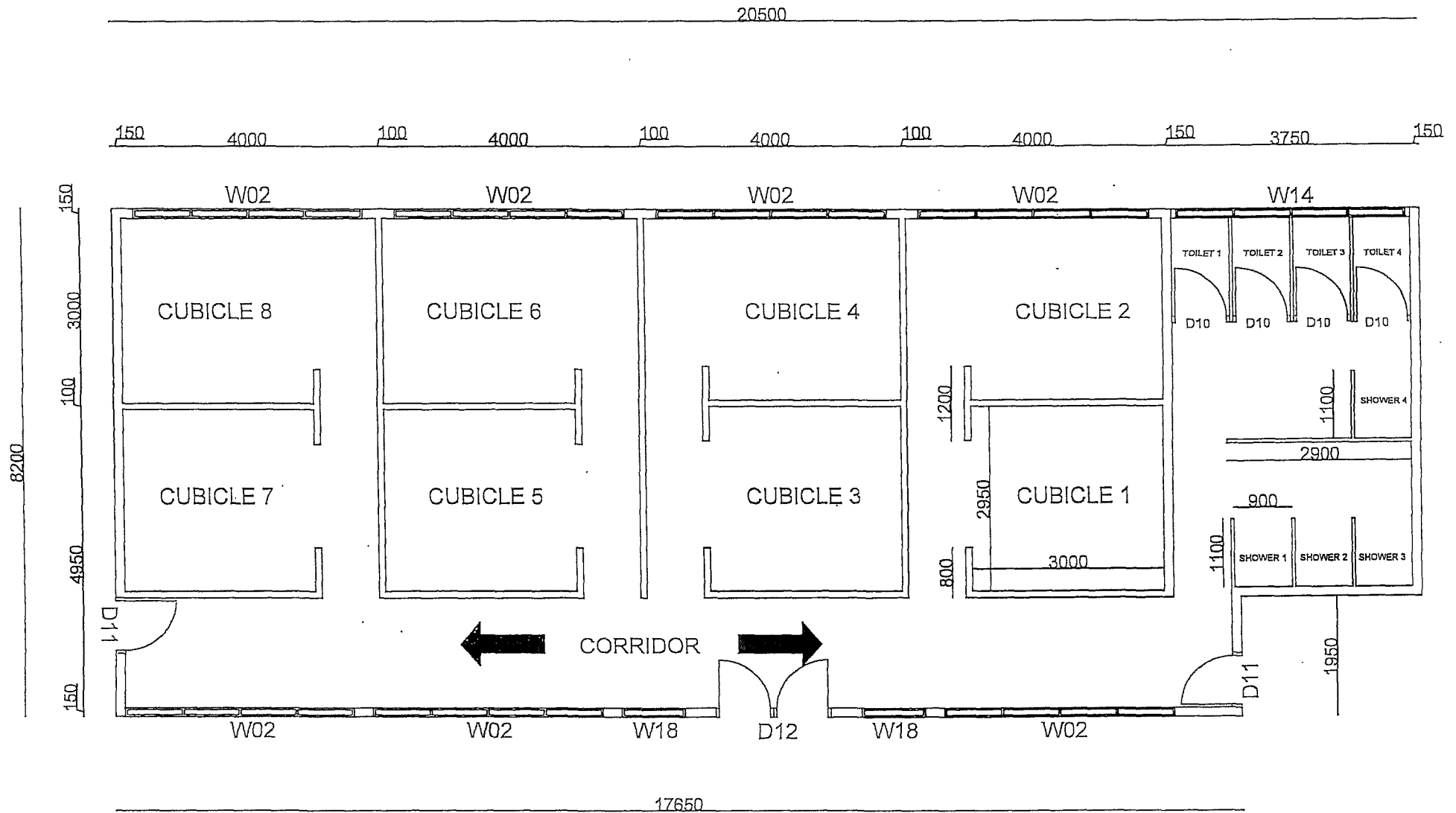
GPOs

- *Remove any existing GPOs*
- *Install new 10A GPOs for each room*

v.

Lightings

- Remove all old light fittings and light switches.
- Install new 4ft fluorescent light fittings for each room including light switches.
- Remove old light circuits and install new ones.



BUILDING 10 FLOOR PLAN @ SCALE 1:90

PLAN VIEW	SCHOOL: ST. JOSEPH'S TENARU	DATE: 14/06/2022	DRAWN: F. WAKI	CHECKED BY: F. AREBAIO	APPROVED: G. LILU	REV: .1
SCALE: 1:90	PROJECT NAME: O3 GAMES VILLAGE					

Existing & Proposed E/Plan

Write a description for your map:

Legend

-  Building
-  Existing Cable run
-  Pole
-  Proposed Cable run
-  Proposed SB
-  St. Josephs National Secondary School

Pole 4 - E service line

Proposed

Pole 5 - E service line

Pole 3 - E service line

Google Earth

Image © 2022 Airbus

60m

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

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

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX I: TENDER AWARD LETTER

ANNEX II: WORKER'S COMPENSATION CERTIFICATE



PACIFIC INSURANCES BROKERS

PO Box 2087, Honiara, Solomon Islands

Telephone : (677) 22245/22246

Facsimile : (677) 22267

Email: jmarsh@pib.com.sb

: dmaelaua@pib.com.sb

5989

Date: 16/12/22

Received from: Energy solomons

The sum of: Three thousand, two hundred and fifty Dollars

— Cents \$ 3,250 :00

By Cash / Cheque No. Cash

PAYMENT FOR: ☐ Fire ☐ Householders ☐ Public Liability ☐ Motor ☐ ISR ☐ Travel ☐ Marine ☐ Other ☒ Workers Compensation ☐ Corn Pac

Received By: [Signature]

Underwriter: Capital

PACIFIC INSURANCE BROKERS LTD

Box 2087, Honiara, Solomon Islands
Telephone: (677) 22245 / 22246 Fax: (677) 22267
E-mail: jmarsh@pib.com.sb

QUOTATION SLIPS

WORKERS COMPENSATION INSURANCE

INSURED Energy Solomons
INSURED'S BUSINESS Electrical Contractor
SITUATION Solomon Islands
PERIOD OF INSURANCE 12 months from date to be agreed
INTEREST INSURED All employees as per schedule below:
EVENTS INSURED Death, bodily injury as stipulated under the Solomon Islands Workers Compensation Act Cap 77, amendments thereto and at common Law.
SUM INSURED As per Act with a Common Law limit of \$150,000 per employee and \$150,000 per event
BASIS OF SETTLEMENT ~~As per Workers Compensation Act~~
DEDUCTIBLES Nil
CONDITIONS OF COVER ~~As per Workers Compensation Act~~

Nil Claim History last 3 years

Number of person	Class of Work	Estimate Wages
Electrician	6	\$67,200.00

Premium: \$3,200 -

Stamp \$50.00

Duty

Total: \$3,250



Capital

INSURANCE (SI) LTD

CERTIFICATE OF CURRENCY

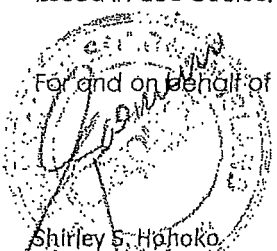
19 December 2022

TO WHOM IT MAY CONCERN

INSURED NAME	:	Energy Solomons
POLICY TYPE	:	Workers Compensation
POLICY NUMBER	:	60341
PERIOD OF INSURANCE	:	From 16 December 2022 at 4:00pm To 16 December 2023 at 4:00pm.
INTEREST INSURED	:	Covering the employer's legal liability to pay compensation as a result of any bodily injuries or deaths arising during the period of Insurance as a result of an occurrence with the business as per Solomon Islands Workers Compensation Act and at Common Law
GEOGRAPHICAL LIMITS	:	Anywhere in Solomon Islands
SUMS INSURED	:	As per Act with a Common Law limit of \$150,000 per employee and \$150,000 per event
STANDARD DEDUCTIBLE	:	Nil applies
INTERMEDIARY	:	Pacific Insurance Brokers Ltd

This Certificate of Currency is provided as a pre-cursor to the policy document which will be issued in due course, together with the policy number.

For and on behalf of Capital Insurance (SI) Ltd.


Shirley S. Hahoko
Senior Underwriter

Suite 208, Hyundai Mall, PO Box 2224, Honiara, Solomon Islands
Telephone (677) 42220/42221/42222 Facsimile (677) 21355

ANNEX III: POLICE CLEARANCE CERTIFICATES

Copy



2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

EVERACY SOLOMON - Addendums 02 & 03 ^{QIB - GFC 03 / 22}

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

Comments:

ED - NHA to sign on the addendums

grace
2/12/19/12/2023

ED, kindly sign. Done. 19/12/2023



2023 PACIFIC GAMES OFFICE

Approval /Signature Required

Supplier Name:

Energy Solomon - Labour Based Contracts
Retention (10%) Payment
- Tenam

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 331 BCP

ED PMU to sign off ✓





NHA-DFAT PAYMENT VOUCHER

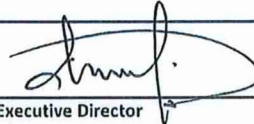
Cheque No: **000331**

Payment to: **ENERGY SOLOMON**

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

Voucher No: **PMU-1322/24**

Date: **22-Jan-24**

Approval by:  **22/01/24**
Executive Director Date:

Approval by:  **22/01/24**
Financial Controller **RP** Date:

Account Codes		FULL DETAILS OF CLAIM	Amount (SBD)
Code	Name		
	RENTAL	Payment for Retention 10% Labour based Contract upgrade of Game Village -LOT 1	
6-1200-5	FMU/NSC	Electrical works for Buildings 6-10 Tenaru School Invoice#023015	54,462.39
		Total:-	54,462.39

Amount in Word: **Fifty four Thousand, Four hundred sixty two dollars and thirty Nine 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 Quotations: **Non**

Purchase Order #: **Non**

PR #: **PMU-1322/24**

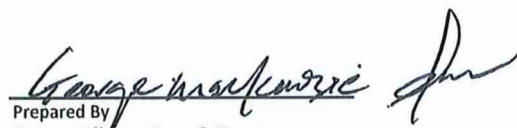
Please indicate the type of payment:

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

AN BUSTING TOTO

Received By
Name & Signature




Prepared By
Finance Officer - Name & Signature



**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: Graham Lilo, PMU
NHA Ref: GKL-271223
Date: Wednesday 27th December 2023

10/01/24
10/01/24

SUBJECT: Request Retention Payment (10%) for Labour-based Contract for Upgrade of Schools for the Games Village to Energy Solomon - Lot 1, Electrical Works for Buildings 6 - 10

Dear ED,

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

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Retention Payment	10%	\$58,878.26

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

Kind regards,

Graham Lilo
Project Manager, PMU

Energy Solomon
P O Box 1693
Solomon Islands

Date: 22/01/2024

Payment Amount:	\$54,462.39
------------------------	-------------

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	00000986	11/01/2023	\$544,623.93	\$0.00	\$490,161.54	\$54,462.39



HONIARA

Bank of South Pacific Limited



22 / 01 / 2024

or bearer

Pay Energy Solomon

the sum of

Fifty four thousand four

\$

54,462-39

hundred and sixty two dollars - 39/100

SPORTS SOLOMON FUND

Payable in the
Solomon Islands only.

000331

2001614631

AUGUSTINE TOTO

24/01/2024

PAYMENT SCHEDULE

ENERGY SOLOMON

PREFERRED CONTRACTOR FOR GAMES VILLAGE -ST JOSEPH'S TENARU / ELECTRICAL WORKS / A6 /LOT 1

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
Invalid Value before correction			288,782.63				
Contract Value signed			588,782.63				
13/01/2023	No.1	20%	57,756.53		4,331.74	53,424.79	Paid - Incomplete mobilization amount Part payment of 20% for mobilization
10/02/2023	No.1		59,999.99		4,500.00	55,499.99	
	No.2	35%	206,073.92		15,455.54	190,618.38	Paid
2/11/2023	No.3	35%	206,073.92		15,455.54	190,618.38	Paid
17/01/2024	No.4 - RETENTION	10%	58,878.26		4,415.87	54,462.39	Payment In Progress
			-		-	-	
TOTAL			588,782.62	-	44,158.70	544,623.92	



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1322/23²⁴

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Retention Payment (10%) for Labour-based Contract for Upgrade of Schools for Games Village - Lot 1, Electrical Works for Buildings 6-10	Energy Solomon	INV # 023015	\$58,878.26
					TOTALS: \$58,878.26
Approval is requested to incur expenditure on the above					
Estimated Cost (SBD): <u>\$58,878.26</u>		Date: <u>11/01/24</u>	Account Code: <u>6-2717</u>		
Requisition Officer (Name): <u>SOLEAIOA G</u>		Sign: <u>[Signature]</u>	Account Name: <u>Other local OTM cost</u>		
			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEEROY BIND</u>		Sign: <u>[Signature]</u>	SBD\$ <u>58,878.26</u>		
Post: <u>EXECUTIVE DIRECTOR, PMU</u>			Signed: <u>[Signature]</u>		
Department: <u>PMU</u>			Name: <u>Debbie R</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>16/01/24</u>		
Payment requires three quotes (\$10,000.00 above)			Position: <u>C.M - 10 HA</u>		
Is it a ITB Contract Payment					
Is it a GTB Contract Payment					
Payment is a Bid Waiver					

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



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1322/23

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Retention Payment (10%) for Labour-based contract for Upgrade of Schools for Grouse Village - Lot 1, Electrical Works for Buildings 6-10	Energy Solutions	INV # 023015	\$58,878.26
					TOTALS \$58,878.26
Approval is requested to incur expenditure on the above					
Estimated Cost (SBD):		\$58,878.26	Date: 11/01/24		
Requisition Officer (Name):		Soleman G	Sign: [Signature]		
			Account Code: G-717		
			Account Name: Other local, other cost		
			Funds available on this account:		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): Cecily Kme			SBD\$ 58,878.26		
Post: EXECUTIVE DIRECTOR, PMU			Signed: [Signature]		
Department: PMU			Name: [Signature]		
			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Threshold Checklist			Compliance Check by: [Signature]		
Payment requires one quote (10,000 below)			Signature		
Payment requires three quotes (\$10,000.00 above)			Name: Peter H		
Is it a ITB Contract Payment			Date: 11/01/24		
Is it a GTB Contract Payment			Position: C.M. - NHA		
Payment is a Bid Waiver					

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



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

COMPLETION PAYMENT CERTIFICATE NO: 04

Payment Schedule Name:	Payment 4 - Retention		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 1 - Electrical Works for Buildings 6 - 10		
Contractor:	Energy Solomon		
Project Manager	Graham Lilo	Certificate:	PC-04
Contract Administrator:	Elwyn Maetia	Date Invoice Received:	
		Date Issued for payment:	29-Dec-23 10/01/24
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 588,782.63		
1	Payment 1 (20%)	\$ 117,756.53	\$ 117,756.53	Paid
2	Payment 2 - (35%)	\$ 206,073.92	\$ 206,073.92	Paid
3	Payment 3 - (35%)	\$ 206,073.92	\$ 206,073.92	Paid
4	Payment 4 - 10% retention	\$ 58,878.26	\$ 58,878.26	This Claim
5				
6				
7	Progress Claim to date	\$ 588,782.63		
8	Original Contract Value	\$ 588,782.63		
9	Total Adjusted Contract Value	\$ 588,782.63		
10	Balance of Contract Payment	\$ -		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 58,878.26	
	Retention-Purchaser retains % of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 58,878.26	

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

Payment is hereby certified:		27, 12, 23
	Graham Lilo (Project Manager)	Date
Complianced and approved by:		27, 12, 23
	Soleana Gogale (Contract Manager)	Date
Claim is hereby approved for payment by:		10, 01, 24
	Leeroy Bird (Executive Director - PMU)	Date

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

Total:	58,878.26
Amount Paid:	
Balance Due:	



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:	20 November 2023
Project Manager:	Graham Lilo	Project Site:	ST JOSEPH TENARU
Project Site Engineer	Chris Mana	Contractor:	Energy Solomon
Defect No.	Defect Description	Rectification works required	Expected Defects rectification Completion – insert # of days required to complete defect
	No defects		

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: 27/11/23

Counter Signed by the Contracts Manager..........Date: 27/11/23



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 09/22
CONTRACTOR:	Energy Solomon
WORK TYPE:	ELECTRICAL
PROJECT SITE:	ST JOSEPH TENARUGENERAL
LOT #:	Lot 1
BUILDING NAME:	B6,B7,B8,B9 &B10
DEFECTS PERIOD:	1 Months
DEFECTS INSPECTION REPORT DATE:	27 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 Energy Solomon have notified the NHA – PMU of the completion of three (3) months' defects liability period (DFLP) on the <20 November 2023>

2. Client - NHA PMU

- 2.1 NHA –PMU conducted site inspection on the < 27 November 2023>
- 2.2 As per contract, defects liability period payment shall be paid upon satisfaction of all defects rectified by the contractor after three months of practical completion.

3. Action

- 3.1 After inspection, NHA –PMU has not identified any defects on B6,B7,B8,B9 & B10

4. Conclusion:

NHA –PMU has certified that the contractor is eligible to claim his/her retention payment



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

Date: 04/09/23

DEFECTS COMPLETION REPORT CERTIFICATE

To: Augustine Toto Energy Solomon (The Contractor)	To: Leeroy Bird Executive Director National Hosting Authority, Project Management Unit. PMU (The Employer)
Contact person: Augustine Toto	Contact person: Graham Lilo
Address: Henderson Honiara, SI	Address: Sea King Building P.O. Box 2443, Honiara, SI
Telephone:	Telephone: 7639417

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

DEFECTS CERTIFICATE			
	day	month	year
Practical Completion Certificate achieved on:	20	October	2023
The defect lapse date:	20	November	2023
The end of the last defects correction period is:			
This Defects Certificate Date is: (at the later of the defects date or the end of the last defects correction period)	27	December	2023



P O BOX 2443 Sea King Building, Honiara Solomon Islands

PROJECT MANAGEMENT UNIT

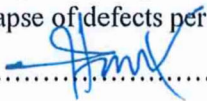
Certificate Of Final Completion

PROJECT NAME:	03 GAMES VILLAGE SCHOOLS UPGRADE	PROJECT SCH REF:	01 TEN
NHA PROJECT REF:	03 GV	LOT NO:	Lot 1
CONTRACT NO:	GTB 09/22	BUILDING NO:	B6,B7,B8,B9 & B10
CONTRACTOR:	Energy Solomon	CERTIFICATE NO:	
WORK TYPE:	ELECTRICAL	DPL (Defect Liability Period)	1 Months
PROJECT SITE:	ST JOSEPH TENARU	DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE	20 October 2023
BUILDING NAME:	GENERAL	DEFECT PERIOD LAPSE DATE:	20 November 2023

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

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

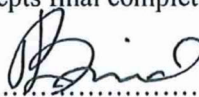
Project Management Unit of National Hosting Authority hereby accepts final completion with a lapse of defects period.



Graham Lilo
Project Manager



Soleana Gagahe
Contracts Manager



Leeroy Bird
Executive Director

Contractor hereby accepts construction project as finally complete:


.....
Managing Director
.....
Energy Solomon (Contractor)
Copy to Contractor


.....
Project Manager
.....
Energy Solomon (Contractor)

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



ADDENDUM NO. 2

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

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL
ELECTRICAL WORKS FOR BUILDING 6,7,8,9 & 10- CLASSROOM &
GIRLS DORMITORIES**

Between

**NATIONAL HOSTING AUTHORITY
(Solomon Islands Government)**

And

**ENERGY SOLOMON
GTB-GFC09/22 (LOT 1)**

Issued December 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the Upgrade of Games Village for Pacific Games 2023 – Lot 1 St Joseph's Tenaru School Electrical Works for Building 6,7,8,9 & 10- Classroom & Girls Dormitories had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred amended shall form part of the final Contract.

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

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

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

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

The interpretation herein shall mean that defects liability period of six (6) months has been reduced to one (1) month, any further amendment shall be made depending on technical situation prior to lapse of Period of Preferred Contract (10 Months) October 2023.

2.0: PARTIES RIGHT TO AMEND CONTRACT.

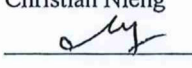
The following articles and clauses provide the legal right to the parties of the contract to amend the clause mentioned in 10 (10.4) Article 2 Application and Article 26 Final provisions.

3.0: ADDENDUM TO AMEND AGREEMENT ENDORSEMENT

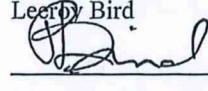
Both parties agreed herein for the amended clauses and parts of the original contract fully supersede the original and agreed clause and Article referenced.

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

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

For the Purchaser- National Hosting Authority		For the Contractor	
Name:	Christian Nieng	Name:	Augustine Toto
Signature:		Signature:	
Designation:	Executive Director	Designation:	Managing Director
	National Hosting Authority		Energy Solomon
Date:	19/12/2023	Date:	19/12/2023

As witnessed by Project Management Unit (GFC) Representative:

Name: Leedy Bird
Signature: 
Designation: Executive Director, PMU
Date: 19/12/2023



ADDENDUM NO. 3

ADDENDUM TO THE GENERAL CONDITIONS

CLAUSE OF THE CONTRACT

FOR

UPGRADE OF GAMES VILLAGE FOR PACIFIC GAMES 2023

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**ELECTRICAL WORKS FOR BUILDING 6,7,8,9, & 10 – CLASSROOM
& GIRLS DORMITORIES**

Between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

And

Energy Solomon

GTB-GFC09/22 (LOT 1)

Issued December 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the Upgrade of Games Village for Pacific Games 2023 – Lot 1 St Joseph's Tenaru School Electrical Works for Building 6,7,8,9, & 10 – Classroom & Girls Dormitories had on this date agreed to changes and amendment of the contract terms and conditions. The clause referred amended shall form part of the final Contract.

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

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

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

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

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

Referenced and amended sentences and paragraphs:

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



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

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

Department Compliance performed by:

Signed: 
Name and Position: Luke Jnr Pitsoo (PM)
Date: 16/01/24

Procurement section Compliance performed by:

Signed: 
Name and Position: Peter H. C.M-NHA
Date: 16/01/24

Finance Department Compliance performed by:

Signed: 
Name and Position: George / Finance Officer
Date: 22/01/24



CONTRACT AGREEMENT

FOR

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

**LOT 1 – SAINT JOSEPHS TENARU CATHOLIC NATIONAL
SECONDARY SCHOOL**

**ELECTRICAL WORKS FOR BUILDING 6,7,8,9 & 10-CLASSROOM &
GIRLS DORMITORIES**

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

Energy Solomon

(GTB-GFC09/22)

December 2022

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LABOUR CONTRACT

THIS AGREEMENT made on this 16th December 2022, between National Hosting Authority, representing the Solomon Islands Government (hereinafter "the Purchaser") represented by Dr Jimmie Rogers herein named as Chairman.

AND

Energy Solomon -Honiara of which contractors place of, Solomon Islands (hereinafter "the Contractor"), of the other part represented by Augustine Toto, herein Managing Director, Honaiara, Solomon Islands.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall perform the works at the site mentioned in the Specific Conditions of the Contract (SCC) within a period of 10 months.
3. The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.
4. The total Price shall be \$588,782.63, The agreed price for the execution of the Works is fixed for the duration of the Contract.
5. The Contractor's shall liable for any material supplied and damaged by either cutting, mishandling, improper storage at works site and or any situation which may cause damage to the materials. The Purchaser shall replace and deduct value of material from the contractor's payment for such damaged by the Contractor.
6. Unless otherwise in any situation where change of scope of works arises, the labour based amount shall change in lieu of this contract.
7. The place where the Works must be executed shall be at the site described as in contract. The works shall be completed within days from the Contract Commencement date and as mentioned in the schedule provided by the Project Management Unit of National Hosting Authority.
8. The Contractor shall supply labour for the period specified and shall be for the duration of required working days.

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

Name of School: SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL

Name of Building: BUILDING 6,7, 8, 9 & 10-CLASSROOM & GIRLS DORMITORIES

11. From time to time during 10 months period, the contractor shall perform the works directed by the National Hosting Authority. Upon advice from the Purchaser, the contractor is required to enter the school premises as allocated, perform the task and demobilize from site.
12. The Contractor shall strictly comply with the terms and conditions as described in the General Conditions of Contract and Special Conditions of Contract for the Execution of Works and the Technical Specifications and Drawings. Any general and special terms and conditions drawn up by the Contractor do not apply.
13. The Contractor's invoice(s) to the Employer for the completion of all progressive works shall be addressed to the PROJECT MANAGEMENT UNIT - NATIONAL HOSTING AUTHORITY quoting the above-mentioned Contract number.
14. The Contractor shall during the execution of project, guarantee that all site works comply with the codes and conducts of safe guard policies related to Child Protection, Environmental and Social, Sexual Exploitation, Abuse and Harrassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC).
15. This Contract is subject to the provisions of the attached General Conditions of Contracts and Particular Conditions of Contract for the Execution of Works.
16. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
- a) *Contract Agreement*
 - b) *General Conditions of Contract*
 - c) *Applicable Conditions of Contract*
 - d) *Payment Schedule*
 - e) *Scope of Works/ Specifications*
 - f) *Site Map & Location of the School*
 - g) *List of Labourers*
 - h) *List of Machineries & Equipment*
 - i) *Works Schedule*
 - j) *Annexes to the Contract:*
 - a. *Tender Award Letter*
 - b. *Worker's Compensation Certificate*

c. Police Clearance Certificates

d. Other documents attached as additional Annexes to the Contract

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

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

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

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

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

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

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority

Authority

Name: Christian Meng

Signature:

Designation: Executive Director

National Hosting
Authority

Date: 19/11/2022

For the Contractor

Name:

Signature:

Designation:



Managing Director

Date:

16/11/2022

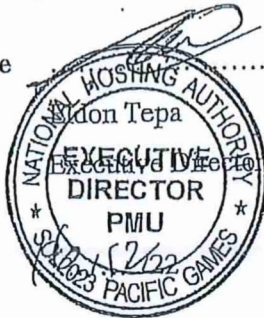
Witness signing by Project Management Unit/NHA

Signature

Name:

Title:

Date:



SECTION II: GENERAL CONDITIONS OF CONTRACT

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

- 1.1 **SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.
- 1.2 **DOCUMENTATION:** the manuals or other user instructions accompanying the installations and equipment included as part of the works, in English or another language agreed between the Parties.
- 1.3 **EXECUTION OF WORKS:** these General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
- 1.4 **INSPECTION:** the inspection of the Works for visible defects and non-conformity carried out at the Employer's request on the Contractor's site prior to Delivery.
- 1.5 **EMPLOYER:** The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
- 1.6 **CONTRACTOR:** The Employer's counterparty.
- 1.7 **DELIVERY:** the delivery of the Works referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **CONTRACT:** the written agreement between the Employer and the Contractor to which these Purchasing Conditions are declared to be applicable.
- 1.9 **PARTY:** The Employer or the Contractor, depending on the context.
- 1.10 **WORKS:** the description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
- 1.11 **PRODUCT:** the equipment which the Contractor has included in his Works as part of this Contract.
- 1.12 The Project Manager is the person named in the Contract Terms & Conditions (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works.
- 1.13 The Contract Administrator is the Person named in the Special Conditions of the Contract (SCC) or any other person present at the office administering the Contract.

Article 2 Application

- 2.1 Amendments or additions to the Contract or changes from certain Contract Conditions are binding only if they have been explicitly agreed in writing between the Parties.
- 1.2 In the event of inconsistency between this text of these Contract Conditions and translations of them, this text always prevails.

PERFORMANCE OF THE CONTRACT

Article 3 Delivery

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

- 3.2 The agreed delivery date(s) or period(s) are fixed and final. If the Works are not delivered at the agreed location within the agreed period, the Contractor will be in default without notice of default being required.
- 3.3 Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Employer and will not alter the agreed payment date.
- 3.4 The Employer has the right to defer Delivery unless this would place a disproportionate burden on the Contractor. The Contractor is obliged to maintain the Works for the Employer at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Contractor, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Employer, except that the Contractor will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.

Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect based on the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 30 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.
- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of Child Protection as agreed by Purchaser, herein National Hosting Authority and donor partner herein, referred to as Department of Foreign Affairs and Trade (DAFT) of the Australian Government. The Child Protection codes of conduct shall form part of this contract as indicated in Special and General

Conditions of the Contract (SCC & GCC). Non-Compliance of this clause shall result with termination of the contract with immediate effects. The Contractor shall not during execution of works cause or in any action wilfully or 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.
- f) Any contact or influence or any misbehaviour or misconduct stipulated in the DFAT Child Protection Policy or codes of contact Manual forming part of the contract as in Annexes.

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

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

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

Article 5 Inspection

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

5.2 If the Employer wishes to inspect the Works:

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

- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of Notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing.
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 'In writing' is understood to include 'electronically', provided:
- a. the notification can be consulted by the addressee.
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Contractor will not disclose in any way any information that is provided by the Employer or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is compelled to disclose such information under a court ruling.
- 8.2 The Contractor will pass-on the duty of confidentiality referred to in this article on all staff or sub-contractors it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Employer.
- 8.4 If the Contractor breaches its duty of confidentiality, the Employer may impose a penalty, as laid down in the Special Conditions of Contract. Payment of the penalty, which is payable forthwith, does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

FINANCIAL PROVISIONS

Article 9 Prices

- 9.1 Unless agreed otherwise in writing, the price(s) agreed for the Works include the costs of transport, taxes, and import duties, other levies, insurance, packaging costs, incidental services, disposal costs and any assembly or installation costs.
- 9.2 The prices for the Works are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the way such an adjustment should be made.

Article 10 Invoicing and payment

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.
- 10.4 The Employer will withdraw retention payments of 10% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

Article 11 Advance

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

NON-PERFORMANCE AND DISSOLUTION

12. Penalty

- 12.1 If the Works have not been delivered within the time limit agreed, the Contractor will owe the Employer an immediately payable penalty of 0.1% of the price of the Contract for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty of 10% of the price of the Product in question.
- 12.2 The penalty is payable to the Employer without prejudice to all its other rights or claims, including:
 - a. its right to demand that the Contractor fulfil its agreed obligation to deliver the Works (in so far as this has not become permanently impossible);

- b. its right to compensation.

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

Article 13 Non-performance

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

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

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

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

Article 14 Liability

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

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

Article 15 Force Majeure

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

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

or

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

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

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

Article 16 Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.
- 16.2 In the event of force majeure, the Employer has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Employer may dissolve the Contract with immediate effect out of court by registered mail, without being required to send any demand or notice of default, and without being obliged to pay the Contractor any compensation, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Contractor undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Employer. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

- 18.1 The Contractor will provide the Employer with clear, adequate "*as build*" drawings of the Works as finally implemented and full documentation, drawn up in English or another agreed language, on the characteristics and functionalities of the Equipment included into the Works.
- 18.2 The Employer has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Contractor indemnifies the Employer against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.
- 19.2 Paragraph (19.1) does not apply to the establishment of limited rights, such as the right of pledge.

Article 20 Insurance

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3rd party liability, Workmen's Compensation, as identified in the Special Conditions of Contract.
- 20.2 At the Employer's request, the Contractor will immediately present either the original or a certified copy of the policies and proof of the payment of premium for the insurance referred to in paragraph 1, or a statement from the insurer to the effect that the insurance exists. The Contractor will not terminate or alter the insurance contract without the Employer's prior written consent. The Contractor has no right to change the insured sum to the Employer's disadvantage without the Employer's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices.
- 20.3 The Contractor assigns to the Employer in advance all rights to the payment of insurance proceeds as referred to in paragraph 1, in so far as such proceeds relate to damage for which the Contractor is liable to the Employer under the Contract. The Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Employer, without prejudice to the Employer's right to notify the insurer itself. Any insurance proceeds paid directly by the insurer to the Employer will be deducted from the amount of compensation the Contractor is required to pay to the Employer in respect of the insured event.

Article 21 Bribery and conflicts of interest

- 21.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.
- 21.2 If it transpires that one of the Employer's subordinates was in the Contractor's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Employer was not informed of this prior to the signing of the Contract, the Employer may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	a. THE PURCHASER IS: National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands b. THE CONTRACTOR: Energy Solomon Henderson Honiara Solomon Islands Email: energysolomonservices@gmail.com Mob: 7828877 c. THE LOCATION SITE IS: LOT 1 - SAINT JOSEPHS TENARU CATHOLIC NATIONAL SECONDARY SCHOOL: BUILDING 6,7,8,9 & 10-CLASSROOM & GIRLS DORMITORIES
	1.12	• THE PURCHASER'S PROJECT MANAGER IS: Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • THE PURCHASER'S SITE ENGINEER IS: Freda Waki Project Management Unit National Hosting Authority Email: FWaki@sol2023.com.sb
	1.13	• THE CONTRACT ADMINISTRATOR IS. Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

3. Delivery of the Works	3.1	The works shall be completed within <insert date> for each Lot from the Contract Commencement date. Note: <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 3 rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.
6. Contacts	6.1	THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS. Eldon Tapa Executive Director Project Management Unit Email: ETepa@sol2023.com.sb

		THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS: Augustine Toto Energy Solomon Henderson Honiara Solomon Islands Email: energysolomonsevices@gmail.com Mob: 7828877
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 III: 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\$588,782.63
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No.1	20% payment shall be paid upon signing of the Contract and Contractor Mobilize to the Site	\$117,756.53	\$117,756.53
Payment No.2	35% payment shall be paid upon completion of electrical works to main lines and buildings 6,7 & 8-Girlss dorm	\$206,073.92	\$206,073.92
Payment No.3	35% payment shall be paid upon completion of electrical works to buildings 9 & 10 and issue of practical completion	\$206,073.92	\$206,073.92
Payment No.4 Retention	10% Retention upon completion of any defects and repairs after three months	\$58,878.26	\$58,878.26
TOTAL			\$588,782.63

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS