



### Transaction or Request Lodgement Receipt

**Transaction or Request Description:** ANZ to Other Bank Transfer  
**Transaction or Request Status:** Posted  
**Date / Time:** 01/08/2022 09:13  
**Transaction Number:** AFE77831

#### Transaction Details:

ANZ to Other Bank Transfer

From Account: 5691140  
 Transfer Amount in Local Currency: SBD 308,496.09  
 Transfer From Amount: SBD 308,496.09  
 Indicative :  
 My Reference: T/Works-Kuk&WR

#### Payment Details

Account Name: AE Enterprises Ltd  
 Account Number: 2001115217  
 Bank Name: Bank of South Pacific  
 Reference To Payee : GTB03/22INV#001

Pay Date : 01/08/2022

#### Comments:

\*\*\*\*\* Authorisation Details \*\*\*\*\*  
 01/08/2022 09:13 Pauline Tovua  
 Authorisation Required for : ANZ to Other Bank Transfer (2A)  
 01/08/2022 15:35 Christian Nieng  
 Authorised -ANZ to Other Bank Transfer  
 Comments : verified  
 01/08/2022 15:45 Debbie Ofaeri Sifoni  
 Authorised -ANZ to Other Bank Transfer  
 01/08/2022 15:45 Debbie Ofaeri Sifoni  
 Transaction Processed  
 \*\*\*\*\*



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## Your Reference

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

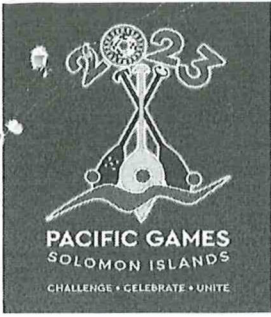
## Held for Authorisation Transaction Number AFE77831

### Transaction Details

ANZ to Other Bank Transfer
From Account: 5691140
Transfer Amount in Local Currency: SBD 308,496.09
Transfer From Amount: SBD 308,496.09
Indicative :
My Reference: T/Works-Kuk&WR
Payment Details

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





NATIONAL HOSTING AUTHORITY

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

AE ENTERPRISE LIMITED  
HONIARA

PAYMENT VOUCHER	
DATE	28/07/2022

Cheque Number    IB TRANS  
Total Amount Paid    \$308,496.09

Being for 20% Claim for Mobilization, Screening of top soil and site set out. GTB 03/22 - Turf Work and maintainance for HCC Kukum & White River field.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000671	27/07/2022	\$1,667,546.45	\$0.00	\$308,496.09



*Handwritten signature*  
28/7/22

28/7/22

Payment Voucher Prepared By: \_\_\_\_\_

*Handwritten signature*

Date: \_\_\_\_\_

28/07/22

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

# OFFICIAL PURCHASE ORDER

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



PO #

NHA-PO-

0671

DATE: 27/07/22

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

Supplier: <u>AE ENTERPRISES LTD.</u> Address: <u>HONIARA.</u> Mobile: .....	Delivery to: <u>PMU</u> Attention: <u>Defer Himane</u> Mobile: ..... Delivery Date: .....
---	--

Item	Description	Qty	Price (excl Tax)	Total
1	TURF WORK MAINTANCE HCC KUKUM & White River FIELD.			1,667,546.45

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

Subtotal	\$ 1,667,546.45
TAX	
TOTAL	\$ 1,667,546.45

NHA Account Name: <u>OTHER LOCAL other cost.</u> MOFT Account Name: <u>  "  "  "  "</u>  Approved by: Signature: <u></u> [Financial Controller]  Signature: <u></u> [CEO/EXECUTIVE DIRECTOR]	NHA Account Code: <u>6-2717</u> MOFT Account Code: <u>2717</u>  Date: <u>27/7/22</u>  Date: <u>27/7/22</u>
---	---

Copy 1 White      Supplier  
 Copy 2 Pink      Ordering Department  
 Copy 3 Yellow    Finance



# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: 169/22

DEPARTMENT: PMU

## PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Payment progress of 20% claim being for mobilization, screening of top soil and site set out as per payment schedule for LTB - LFC 03/22 Turf Works & Maintenance for Kukum & White Limer HCC Fields Upgrade (Less 5% Retention)	AE ENTERPRISES LTD	INVOICE # 0001	\$333,509.29 -\$16,675.46
<b>TOTALS</b>					<b>\$316,833.83</b>

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$316,833-83 Date: 25/07/2022

Requisition Officer (Name): PETER HIMANE Sign: [Signature]

Account Code: 6-277

Account Name: Other Local Other Cost

Funds available on this account: \_\_\_\_\_

**Supervisors Certification (Accountable Officers):**

Certifying Officer (Name): ELDON TEPA Sign: [Signature]

Post: ED

Department: LFC - PMU

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

SBD\$ 316,833.83

Signed: [Signature]

Name: [Signature]

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

**Threshold Checklist**

Payment requires one quote (10,000 below)	<input type="checkbox"/>
Payment requires three quotes (\$10,000.00 above)	<input type="checkbox"/>
Is it a ITB Contract Payment	<input type="checkbox"/>
Is it a GTB Contract Payment	<input checked="" type="checkbox"/>
Payment is a Bid Waiver	<input type="checkbox"/>

Compliance Check by: [Signature] Signature

Name: Leeroy. B Date: 26/07/22

Position: PMU

**PAYMENT SCHEDULE**  
**HCC KUKUM & WHITE RIVER TURF WORKS**  
**AE ENTERPRISES LIMIRTED**

Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
		<b>1,667,546.45</b>				
No.1	20%	333,509.29		25,013.20	<b>308,496.09</b>	Payment in process
	20%	333,509.29		25,013.20	<b>308,496.09</b>	
	20%	333,509.29		25,013.20	<b>308,496.09</b>	
	35%	583,641.26		43,773.09	<b>539,868.16</b>	
	5%	83,377.32		6,253.30	<b>77,124.02</b>	
<b>TOTAL</b>		<b>1,667,546.45</b>	-	<b>125,065.98</b>	<b>1,542,480.47</b>	



# INVOICE

## A.E. Enterprises Limited

P.O BOX 698  
HONIARA, SOLOMON ISLANDS  
PHONE: 74 97540 FAX: 26076  
MOBLIE: 74 46798

INVOICE # 0001  
21<sup>st</sup> July 2022

TO: Project Management Unit  
National Hosting Authority  
Honiara. Solomon Islands

QTY	DESCRIPTION		TOTAL AMOUNT
1	Payment claim No. 1 for Turf works for Kukum & White River Fields		SDB \$333,509.29
<b>TOTAL:</b>			<b>SDB\$333,509.29</b>



DATE:

21/7/22

SIGNATURE:

MAKE ALL CHEQUES PAYABLE TO AE ENTERPRISES LIMITED

THANK YOU FOR YOUR BUSINESS.

# NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES

## MEMORANDUM

**To:** Executive Director, NHA  
**Thru:** Executive Director, PMU  
**From:** Charles Biliki, PMU  
**Ref:** Payment 1 GTB – GFC 03/22  
**Date:** Monday 25 July 2022

  
.....  
Signature

27/5/22  
.....  
Date

**SUBJECT: PAYMENT 1 (20%) FOR GTB-GFC 03/22 TURF WORKS & MAINTAINANCE FOR KUKUM & WHITE RIVER HCC FIELDS UPGRADE.**

Dear ED,

Kindly find attached invoice from **AE Enterprise Ltd** for payment 1 (20% Claim). As per signed contract, the contractor is entitled to 20% progress claim payment (1) of the contract sum upon mobilisation, screening of topsoil and site set out.

PMU has verified the works and compile a progressive report for progress of works outlined in the contract.

PMU is satisfied with the progress of works and is in support of their claim for payment 1.

The amount for claim is **\$333,509.29**. A retention of 5% shall be deducted. With this, the final amount requested for payment is **\$316,833.83**

Approval is hereby sought for payment to be raised accordingly.

Yours sincerely,

  
Charles Biliki  
Project Manager, PMU



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



Phone:  
677 7308800

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

# NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY



.....  
Signature

.....  
Date

27/05/2022

Approved	Not Approved

**Mr Christian Nieng**  
Executive Director  
National Hosting Authority



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



Phone:  
677 7308800

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



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

## PROGRESS PAYMENT CERTIFICATE NO: 01

<b>Payment Schedule Name:</b>	20% Mobilisation payment for HCC Kukum & White River turf works.		
<b>Project Name:</b>	HCC Kukum & White River Fields Turf works & Maintainance.		
<b>Contractor:</b>	AE Enterprise Ltd		
<b>Project Manager</b>	Charles Biliki	<b>Certificate:</b>	PC NO:01
<b>Contract Administrator:</b>	Peter Himane	<b>Date Invoice Received:</b>	22-Jul-22
		<b>Date Issued for payment:</b>	25-Jul-22
		<b>Contract No:</b>	GTB - GFC03/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Total Contract	\$ 1,667,546.45		
2	Payment 1 (20%)	\$ 333,509.29		In Progress
10	Progress Claim to date	\$ -		
11	Original Contract Value	\$ 1,667,546.45		
13	Balance of Contract Payment	\$ 1,334,037.16		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 333,509.29	
	Retention-Purchaser retains 5% of this payment pursuant to clause	\$ 16,675.46	
	Amount payable for this claim after Retention	\$ 316,833.83	

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

Payment is hereby certified:

  
 .....  
 Charles Biliki (Project Manager)

25 / 7 / 22  
 .....  
 Date

Complianced and approved by:

  
 .....  
 Peter Himane (Contract Administrator)

25 / 7 / 22  
 .....  
 Date

Claim is hereby approved for payment by:

  
 .....  
 Eldon Tapa (Executive Director - PMU)

26 / 7 / 22  
 .....  
 Date

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



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

**PROJECT MANAGEMENT UNIT  
PROGRESSIVE REPORT**

<b>PROJECT DETAILS:</b>	
<b>DOCUMENT NAME</b>	HCC Kukum & White River Turf works
<b>CONTRACT #</b>	GTB – GFC03/22
<b>CONTRACTOR</b>	AE Enterprise Ltd
<b>CONTRACT START DATE</b>	20 <sup>th</sup> July 2022
<b>REPORTING PERIOD</b>	21 <sup>st</sup> July to 23 <sup>rd</sup> July 2022
<b>REPORT PREPARED BY</b>	Charles Biliki

## **Inspection Summary**

AE Enterprise Ltd have notified the Project Management Unit as they have commenced work for the upgrade of HCC Kukum & White river fields turf works on the 22<sup>nd</sup> July 2022 which qualifies the contractor for 20% mobilisation payment claim as per the contract.

PMU team have visited the sites on 23<sup>rd</sup> July 2022 to inspect the progress of the works. As per contract payment schedule, contractor is eligible for 20% claim upon mobilisation, site set out and screening of topsoil.





<b>WBS</b>	<b>TASK NAME</b>
1	Mobilisation
2	Screening of topsoil
3	Site set out





After inspection, The Project Management team has verified that contractor has mobilised and progressed on all works that qualifies them for the 20% mobilisation payment.

Refer summary below for work details.

### **Summary of progress:**

<b>Activity</b>	<b>Photos</b>	<b>Status</b>
Top soil for Kukum HCC field being screened at AE Oval Ranadi.		Completed.

<p>HCC Kukum field screened top soil ready to be delivered.</p>		<p>Completed</p>
<p>Top soil delivered at HCC kukum field after site set out.</p>		<p>Progressing</p>
		<p>Progressing</p>
		<p>Progressing</p>

<p>HCC White river topsoil screening in progress at AE oval, Ranadi site.</p>		<p>Progressing</p>
		<p>Progressing</p>
<p>Part of the screened top soil for White River field ready for transportation.</p>		
<p>Project Manager Comments.</p>	<p>All works progressing and have complied with contract terms.</p>	
<p>Project Manager sign off.</p>		<p>Charles Biliki Project Manager.</p>



# INVOICE

## A.E. Enterprises Limited

P.O BOX 698  
HONIARA, SOLOMON ISLANDS  
PHONE: 74 97540 FAX: 26076  
MOBLIE: 74 46798

INVOICE # 0001  
21<sup>st</sup> July 2022

TO: Project Management Unit  
National Hosting Authority  
Honiara. Solomon Islands

QTY	DESCRIPTION		TOTAL AMOUNT
1	Payment claim No. 1 for Turf works for Kukum & White River Fields		SDB \$333,509.29
<b>TOTAL:</b>			<b>SDB\$333,509.29</b>



DATE:

21/7/22

SIGNATURE:

**MAKE ALL CHEQUES PAYABLE TO AE ENTERPRISES LIMITED**

**THANK YOU FOR YOUR BUSINESS.**



## GAMES TENDER BOARD NATIONAL HOSTING AUTHORITY

Date: 23<sup>rd</sup> June 2022

To: Mr Abraham Eke  
AE Enterprises Limited  
P.O.BOX 698  
Honiara  
Solomon Islands

Dear Sir,

**AWARD OF CONTRACT FOR TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3 WHITERIVER HCC FIELD- PACIFIC GAMES 2023 (GTB-GFC03/22)**

The Games Tender Board (GTB) has deliberated on the evaluation and recommendations submitted for endorsement of the above contract name.

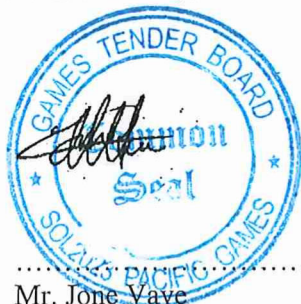
We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your bid for TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3 WHITERIVER HCC FIELD-GTB-GFC03/22. You have been awarded with Lots 2 and 3 respectively with the Total Contract Value of **SB\$1,667,546.45**.

**Mr. 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 is in place.

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

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

Yours Sincerely,



.....  
Mr. Jone Vave  
GTB Secretary/Project Manager – City Wide  
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board  
FC – National Hosting Authority  
Secretariat Executive Director  
GFC Executive Director  
PMU Executive Director



**CONTRACT**

**FOR**

**TURF WORKS AND MAINTENANCE SERVICES FOR  
COMMUNITY FIELDS IN HONIARA FOR PACIFIC  
GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3  
WHITERIVER HCC FIELD**

**GTB REFERENCE NUMBER: GTB-GFC03/22**

**BETWEEN**

**SOLOMON ISLANDS GOVERNMENT  
NATIONAL HOSTING AUTHORITY**

**AND**

**AE ENTERPRISES LIMITED**

**LOT 2 & LOT 3**

**July 2022**

vii. Design Drawings

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

12. 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.

1. FOR THE NATIONAL HOSTING AUTHORITY

2. FOR THE CONTRACTOR

Name: Christian Nieng

Name: Abraham Eke

Title: Executive Director  
Secretariat  
National Hosting Authority

Title: Managing Director  
AE Enterprises Limited

Signature:  .....

Signature:  .....

Date: 20/7/22 .....

Date: 18/7/22 .....



COUNTER-SIGNING BY

FOR THE NATIONAL HOSTING AUTHORITY

Name: Eldon Tapa

Title: Executive Director  
Project Management Unit  
National Hosting Authority

Signature:  .....

Date:  .....



### 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\$1,667,546.45
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	PAYABLE AMOUNT
Payment No.1	Payment of (20%) Shall be paid to the Contractor upon Mobilization, site set out, screening of topsoil.	\$333,509.29	\$333,509.29
Payment No. 2	Payment of (20%) Shall be made upon completion of laying of topsoil, apply of weed killers, fertilizing, and growing of Bermuda seeds to all fields.	\$333,509.29	\$333,509.29
Payment No. 3	Payment of 20% shall be made upon certification of Bermuda grass nurturing, growth and continued maintenance during growth stage.	\$333,509.29	\$333,509.29
Payment No. 4	Payment of 35% shall be made upon certification of Bermuda grass growth of to maturity and approved certification that it is fit for use and issuance of Practical Certificate	\$583,641.26	\$583,641.26
Payment No. 5 Defects Liability Period	Retention payment of 5% shall be paid Upon completion of three months service and maintenance starting when the certificate of practical completion is issued.	\$83,377.32	\$83,377.32
		\$1,667,546.45	\$1,667,546.45

**PAYMENT SCHEDULE**  
**HCC KUKUM & WHITE RIVER TURF WORKS**  
**AE ENTERPRISES LIMIRTED**

Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
		1,667,546.45				
No.1	20%	333,509.29		25,013.20	308,496.09	Payment in process
	20%	333,509.29		25,013.20	308,496.09	
	20%	333,509.29		25,013.20	308,496.09	
	35%	583,641.26		43,773.09	539,868.16	
	5%	83,377.32		6,253.30	77,124.02	
<b>TOTAL</b>		<b>1,667,546.45</b>	-	<b>125,065.98</b>	<b>1,542,480.47</b>	



**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

PMU

Signed

Contract / Description	Par. Ref.	Completed	Partial/None	Noted
Purchase Requisition (PR) for the entire value of the contract	P7 35	✓		
Draft Contract (not yet signed by Supplier)	P7 10.1	✓		
Tender Award by ITB/GTB	P7 10.1	✓		
PR signed by requisition officer		✓		
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		N/A		
Progress Report of works/Photos etc		✓		
Completion report if goods/services and works have been completed		✓		
Other reports if any ( goods and services)		N/A		
Payment certificate from Engineer matching amount in Requisition		✓		
Invoice from Contractor matching amount in requisition		✓		
<b>Compliance checks required and done by Contractor</b>				
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)			
<b>Compliance checks required and done by PMU</b>				
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: Gndy

Name and Position: GLORIA KBPIKW - CA

Date: 25/07/2022

**Procurement section Compliance performed by:**

Signed: \_\_\_\_\_

Name and Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Finance Department Compliance performed by:**

Signed: \_\_\_\_\_

Name and Position: \_\_\_\_\_

Date: \_\_\_\_\_

11/11/2022

Print



### Transaction or Request Lodgement Receipt

**Transaction or Request Description:** ANZ to Other Bank Transfer  
**Transaction or Request Status:** Posted  
**Date / Time:** 12/12/2022 10:58  
**Transaction Number:** AFR96610

#### Transaction Details:

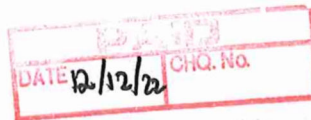
ANZ to Other Bank Transfer

From Account: 5691140  
 Transfer Amount in Local Currency: SBD 154,247.45  
 Transfer From Amount: SBD 154,247.45  
 Indicative :  
 My Reference: T/Works-Kuk &WR

#### Payment Details

Account Name: AE Enterprises Ltd  
 Account Number: 2001115217  
 Bank Name: Bank of South Pacific  
 Reference To Payee : GTB03/22 VAR 1

Pay Date : 12/12/2022



#### Comments:

\*\*\*\*\* Authorisation Details \*\*\*\*\*  
 12/12/2022 10:58 Mema Hite  
 Authorisation Required for : ANZ to Other Bank Transfer (2A)  
 12/12/2022 14:05 Christian Nieng  
 Authorised -ANZ to Other Bank Transfer  
 Comments : verified  
 13/12/2022 12:52 Debbie Ofaeri Sifoni  
 Authorised -ANZ to Other Bank Transfer  
 13/12/2022 12:52 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:** 12/12/2022 10:58

**Transaction Number:** AFR96610

**Transaction Details:**

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 154,247.45

Transfer From Amount: SBD 154,247.45

Indicative :

My Reference: T/Works-Kuk &WR

**Payment Details**

Account Name: AE Enterprises Ltd

Account Number: 2001115217

Bank Name: Bank of South Pacific

Reference To Payee : GTB03/22 VAR 1

Pay Date : 12/12/2022

**Comments:**

\*\*\*\*\* Authorisation Details \*\*\*\*\*

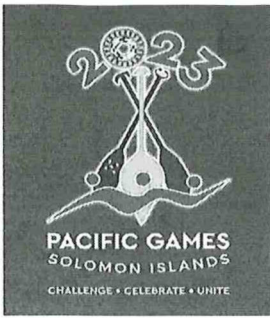
12/12/2022 10:58 Mema Hite

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

\*\*\*\*\*



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NATIONAL HOSTING AUTHORITY

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

AE ENTERPRISE LIMITED  
HONIARA

PAYMENT VOUCHER	
DATE	9/12/2022

Cheque Number 906449

Total Amount Paid \$154,247.45 ✓

Variation No. 01 Supply of Additional Top-Soil/Sand for Turf Works & Maintainance for Kukum 7 White river HCC Field uparade - GTB-GFC 03/22

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000671	27/07/2022	\$1,696,727.92	\$308,496.09	\$154,247.45



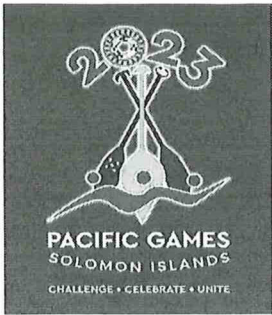
Payment Voucher Prepared By: \_\_\_\_\_ Date: 9/12/22

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**PAYMENT SCHEDULE**  
**HCC KUKUM & WHITE RIVER TURF WORKS**  
**AE ENTERPRISES LIMIRTED**

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			1,667,546.45				
	No.1	20%	333,509.29		25,013.20	308,496.09	Paid
	No.2	20%	333,509.29		25,013.20	308,496.09	
		20%	333,509.29		25,013.20	308,496.09	
		35%	583,641.26		43,773.09	539,868.16	
		5%	83,377.32		6,253.30	77,124.02	
	VARIATION No.01		166,754.00		12,506.55	154,247.45	Payment in progress
<b>TOTAL</b>			1,834,300.45	-	137,572.53	1,696,727.92	



NATIONAL HOSTING AUTHORITY

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

AE ENTERPRISE LIMITED  
HONIARA

PAYMENT VOUCHER	
DATE	9/12/2022

Cheque Number    IB TRANS  
Total Amount Paid    \$166,754.00

Variation No.1 Supply of Additional Topsoil/Sand for Turf works & Maintenance for Kukum & White river HCC Field upgrade.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000671	27/07/2022	\$1,834,300.45	\$308,496.09	\$166,754.00

*[Handwritten signature]*

Payment Voucher Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_



# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-326/22

DEPARTMENT: PMU

## PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Please raise variation 1 payment <sup>claim</sup> for GTB-GFC 03/22 Turf Works & Maintenance for Kukum & White river HCC Fields upgrade - Supply of Additional Topsoil/Sand. (Contract No: GTB-GFC 03/22)	AE Enterprise Ltd	Quotation provided	\$166,754.00 ↓
<b>TOTALS</b>					<b>\$166,754.00</b>

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$166,754.00 Date: 05/12/22

Requisition Officer (Name): PETER HIMANE Sign: [Signature]

Account Code: 6-2717

Account Name: Others-Local other costs

Funds available on this account: \_\_\_\_\_

**Supervisors Certification (Accountable Officers):**

Certifying Officer (Name): ELDON TEPA Sign: [Signature] 5/12/22

Post: EXECUTIVE DIRECTOR, PMU

Department: GFC, PMU

Authority is granted for expenditure not exceeding:

EXPENDITURE \$166,754.00

Signed: [Signature]

Name: W. Nien

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

**Threshold Checklist**

Payment requires one quote (10,000 below)	<input type="checkbox"/>
Payment requires three quotes (\$10,000.00 above)	<input type="checkbox"/>
Is it a ITB Contract Payment	<input type="checkbox"/>
Is it a GTB Contract Payment	<input type="checkbox"/>
Payment is a Bid Waiver	<input type="checkbox"/>

Compliance Check by: [Signature] Signature

Name: Henry-B Date: 7/12/22

Position: PCM

# NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



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



Phone:  
677 7308800

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

## MEMORANDUM

**To:** Executive Director, NHA  
**Thru:** Executive Director, PMU  
**From:** Charles Biliki, PMU  
**Ref:** Variation 1 Payment GTB – GFC 03/22  
**Date:** Friday 2nd Dec 2022

  
.....  
Signature

  
.....  
Date

**SUBJECT: VARIATION 1 PAYMENT FOR GTB-GFC 03/22 TURF WORKS & MAINTAINANCE FOR KUKUM & WHITE RIVER HCC FIELDS UPGRADE – SUPPLY OF ADDITIONAL TOPSOIL/SAND.**

Dear ED,

Kindly find attached invoice from **AE Enterprise Ltd** for variation 01 payment. As per signed variation approval, the contractor is entitled to the variation payment upon delivery of the additional topsoil/sand.

PMU has verified the works and compile a progressive report for progress of works outlined in the contract.

PMU is satisfied with the progress of works and is in support of their variation payment claim.

The amount for variation claim is **\$166,754.00**.

Approval is hereby sought for payment to be raised accordingly.

Yours sincerely,

  
Charles Biliki  
Project Manager, PMU

# NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY



.....  
Signature                      Date

**Mr Christian Nieng**  
Executive Director  
National Hosting Authority

Approved	Not Approved



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



Phone:  
677 7308800

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

## VARIATION 01 PAYMENT - CERTIFICATE NO: 02

<b>Payment Schedule Name:</b>	Variation 1 payment		
<b>Project Name:</b>	HCC Kukum & White River Fields Turf works & Maintainance.		
<b>Contractor:</b>	AE Enterprise Ltd		
<b>Project Manager</b>	Charles Biliki	<b>Certificate:</b>	PC NO:02
<b>Contract Administrator:</b>	Peter Himane	<b>Date Invoice Received:</b>	1-Dec-22
		<b>Date Issued for payment:</b>	5-Dec-22
		<b>Contract No:</b>	GTB - GFC03/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Total Contract	\$ 1,667,546.45		
2	Payment 1 (20%)	\$ 333,509.29		Paid
	Variation 01	\$ 166,754.00		This claim
10	Progress Claim to date	\$ 333,509.29		
11	Original Contract Value	\$ 1,667,546.45		
13	Balance of Contract Payment	\$ 1,334,037.16		

B	PAYMENT DETAILS		
	Variation payment for this claim	\$ 166,754.00	
	Retention-Purchaser retains 5% of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 166,754.00	

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

Payment is hereby certified:

.....  
Charles Biliki (Project Manager)

5, 12, 22  
.....  
Date

Complianced and approved by:

.....  
Peter Himane (Contract Administrator)

5, 12, 22  
.....  
Date

Claim is hereby approved for payment by:

.....  
Eldon Tapa (Executive Director - PMU)

5, 12, 22  
.....  
Date

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



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

## PROJECT MANAGEMENT UNIT VARIATION REPORT

<b>PROJECT DETAILS:</b>	
<b>DOCUMENT NAME</b>	HCC Kukum & White River Turf works
<b>CONTRACT #</b>	GTB – GFC03/22
<b>CONTRACTOR</b>	AE Enterprise Ltd
<b>CONTRACT START DATE</b>	20 <sup>th</sup> July 2022
<b>REPORTING PERIOD</b>	05 <sup>th</sup> Dec 2022
<b>REPORT PREPARED BY</b>	Charles Biliki

## Inspection Summary

AE Enterprise Ltd have notified the Project Management Unit as they have commenced supply of additional topsoil/sand for Kukum and White river field turf which qualifies the contractor for variation payment claim as per the variation approval.


PMU team have visited the sites on 5<sup>th</sup> Dec 2022 to inspect the progress of the works. Variation work includes:




<b>Item</b>	<b>TASK NAME</b>
1	Supply of additional topsoil/sand for HCC Kukum field
2	Supply of additional topsoil/sand for HCC White river field
3	Transportation




After inspection, The Project Management team has verified that contractor has progressed on all variation works that qualifies them for this variation payment.

Refer summary below for work details.

### **Summary of progress:**

<b>Activity</b>	<b>Photos</b>	<b>Status</b>
Additional sand delivered at HCC Kukum field.		Progressing

<p>Additional sand delivered at HCC Kukum Field.</p>		<p>Progressing</p>
<p>Delivered sand at HCC Kukum</p>		<p>Progressing</p>
		<p>Progressing</p>

		Progressing
		Progressing
Project Manager Comments.	All works progressing and have complied with contract terms.	
Project Manager sign off.		Charles Biliki Project Manager.



# QUOTATION

## A.E. Enterprises Limited

P.O BOX 698  
HONIARA, SOLOMON ISLANDS  
PHONE: 74 97540 FAX: 26076  
MOBLIE: 74 46798

1<sup>st</sup> December 2022

TO: Project Management Unit  
National Hosting Authority  
Honiara. Solomon Islands

**(KUKUM & WHITE RIVER FIELD)**

QTY	DESCRIPTION	LOAD	RATE PER LOAD	TOTAL AMOUNT
1	Variation payment for supplying screened sand for Kukum Field			SBD \$82,565.00
2	Variation payment claim for supplying screened sand for White Field	210 cubic meter	SBD\$350.00	SBD\$63,141.75
	Being for transport cost for transporting top soil and sand to White River field		SBD\$350.00	SBD\$21,047.25
<b>TOTAL:</b>				<b>SDB\$166,754.00</b>

DATE: 1/12/22

SIGNATURE: 

**MAKE ALL CHEQUES PAYABLE TO AE ENTERPRISES LIMITED**

**THANK YOU FOR YOUR BUSINESS.**



## NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES

### COMPLIANCE MEMO

---



ED,

Find documents requesting variation for turf works of Kukum and White River fields. PMU have verified the works to be necessary based on the following reasons.

1. Original top soil in the scope of works is not adequate for the 150mm thickness of the top soil layer.
2. The turf specialist recommends that sand is also necessary to improve soil texture to be easily drained.

Works on this variation is on hold pending approval. The need is necessary since I have also visited the site and confirmed that additional soil/sand is required to ensure the entire fields are covered with the top soil at the required thickness (see report attached). It was an error in the original scope where 100mm was initially scoped for the top soil but then later revised by our turf consultant to 150mm. Due to this increase in thickness, additional top soil (in this case sand) is required. Since additional materials will be needed, it was recommended that this additional be sand instead of more soil; and this is due to reason number two above.

Based on the prescribed process for approval of variations in SIG PCAM, your approval will suffice since the total variation is 10% of the contract value. That is;

- Contract Value- \$1,667,546.45
- Variation amount- \$166,754.00 (10% of the contract sum)

As per mentioned above, works included in this variation are yet to commence pending your approval.

For your due consideration.

Sincerely

Procurement & Compliance




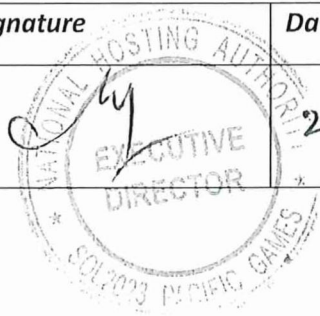
C/-P.O. Box 2443  
Honiara  
Solomon Islands



Phone:  
677 7308800

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Sol2023 XVII Pacific  
Games

Official Use Only

Name & Designation	Decision	Signature	Date
Christian Nieng ED NHA/ITB Co-Chair	Approved	 	29/08/12

Remarks/Comments:

.....

This is another variation that is based on NHA/PMU original scope that missed out some critical information resulting in the original scope and goals not factoring the actual requirements. Technical errors is costly as this request and not contractor fault therefore we have no option but to accept and approve the variation in order to get quality fields.





## VARIATION ORDER

<b>Contract No:</b>	GTB-GFC03/22	<b>Variation Order No:</b>	No.1
<b>Contract Name:</b>	Turf Works and Maintenance for HCC Community Fields.		
<b>Variation Order description:</b>	Variation for supplying of additional screened sand for Kukum and White River fields.		

**Requested by the Engineer / Employer on:**

**REASON AND MOTIVATION FOR VARIATION:**

1. Reason for Variation:	Additional Work	<input checked="" type="checkbox"/>	Design Change	
	Specification Change	<input type="checkbox"/>	Provisional Item	
	Prime Cost Item	<input type="checkbox"/>	Omitted Work	

2. How will this variation affect the contract period?: Increase original cost of Contract

**The above will necessitate the following:**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Item 1	Additional Screened sand for Kukum HCC field.	Cubic meter	276	\$350	\$82,565.00
Item 2	Additional Screened sand for White River HCC field.	Cubic meter	210	\$350	\$84,189.00
<b>Total</b>					<b>\$166,754.00</b>
(The above rates exclude VAT)					

**NEW RATES:**

The value of the variations is being calculated accordance to the Contracts relevant clauses:

**ADDITIONAL EXPENDITURE:**

Estimated additional expenditure : \$166,754.00

CPA (Contract price Adjustment) : \$1,834,300.45

*The above rates are valid at base date for the purposes of contract price adjustment.*

Summary of Variation Order and Claims is attached.

<p>Issued by:</p> <div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> <p>PROJECT MANAGER      19/8/22 DATE</p> </div>	<p>Accepted by:</p> <div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> <p>CONTRACTOR      19/8/22 DATE</p> </div>
<p>Recommend by:</p> <div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> <p>CONTRACT MANAGER      19/08/22 DATE</p> </div>	<p>Endorsed by:</p> <div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> <p>EXECUTIVE DIRECTOR      29/8/22 DATE</p> </div>



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

### Project Summary Information

<b>CONTRACT NAME</b>	Turf works and Maintenance for HCC fields.		
<b>CONTRACT #</b>	GTB – GFC03/22		
<b>CONTRACT VALUE</b>	\$1,667,546.45		
<b>CONTRACT PERIOD</b>	6 Months		
<b>COMMENCEMENT DATE</b>	20 <sup>th</sup> July 22	<b>COMPLETION DATE</b>	20 <sup>th</sup> January 23
<b>CONSTRUCTION REMAINING DAYS</b>	153 Days		
<b>VARIATION NO</b>	One		
<b>VARIATION PARTICULARS</b>	Extra supply of sand/Soil for Kukum and White river HCC Fields.		
<b>PREPARED BY</b>	Charles Biliki		
<b>DATE</b>	17 August 2022		

## REQUEST VARIATION

Date: 17<sup>th</sup> August 2022

To: Executive Director  
Secretariat  
National Hosting Authority

Thru: Executive Director  
Project Management Unit  
National Hosting authority

**SUBJECT: REQUEST VARIATION FOR SUPPLY OF SAND/SOIL FOR WHITE RIVER & KUKUM HCC FIELDS-CONTRACT NO: GTB-GFC03/22**

I refer to the above in lieu of the Contract terms and conditions...

We received Request for Information (RFV) dated on 11<sup>th</sup> August from the Contractor **AE Enterprises Limited**.

Our review of the request had been done with the accurate assessment of which this request required Approval from Executive Directors since the amount is within 10% of the contract sum.

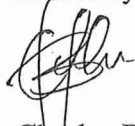
The total request for variation is stated as in the table below.

No	Particulars of Variation	Requested amount
1	Supply of extra sand/soil for Kukum HCC field Turf works	\$82,565.00
2	Supply of extra sand/soil for White River HCC field Turf works	\$84,189.00
<b>Total</b>		<b>\$166,754.00.00</b>

Detailed variation request breakdown is attached herewith

Thank you for your understanding

Sincerely



Charles Biliki  
Project Manager  
Community Fields Upgrade

## Variation Request Details

### INTRODUCTION:

Community fields upgrade are part of the preparation for the Pacific Games.

### SCOPING OF SITE:

Scoping of turf 100mm topsoil was conducted by HILT Company Limited in 2020-2021, the initial scoping determined the amount of soil for each of the fields. The assessed total cubic required for each field by HILT Company are stated below.

No	Name of Field	Total turf soil needed (qty) cubic	Note
1	Kukum HCC Field	600	
2	White River HCC field	600	

### Note:

Prior to commencement of turf works, HILT came with change of scope and quantities which it recommended the following.

1. Drainage to SINU Kukum Field
2. The turf topsoil to increase from 100mm to 150mm as new recommended height for turf.

### SUPPLY OF SOIL BY CIVIL CONTRACTORS

As per Earth works and civil contractors contract requirements, it was required that the civil contractors shall supply the quantities as specified below.

No.	Field (project site)	Contractor	Quantities required
1	Kukum HCC field	SRM Limited	600 cubics
2	Whiteriver HCC field	FCL Company	600 cubic

## **TURF WORKS AND VARIATION**

---

### **Introduction:**

AE Enterprise Limited was awarded for turf works at Kukum and White river HCC fields.

Works commenced on 20<sup>th</sup> July 2022.

As the Turf works for HCC fields progress on, additional work was identified on HCC Kukum and White River site which was not included in the original BOQ that went out on tender. The additional work is for supplying of screened sand for Kukum and White River fields.

PMU have requested certified sports turf specialist (Laurie Stubbing) for his technical knowledge on use of sand essential for Bermuda grass growth. Based on his advice PMU have compile a scope of works for this variation which are;

- Sand carpet over a well-drained field allows a good water movement from the surface to the in-ground drain system.
- For training fields any sand on the surface 4 – 6 inch with no in ground drains would help.
- Bermuda grass seed will germinate and grown in either sand or soil.
- Soil fields only a problem when wet which usually end up with a muddy surface.
- Sand carpet will give a better surface with slight surface drainage.

### **CONTRACTUAL ISSUES REQUIRING VARIATIONS**

**During execution of contract, Contractor identified the following.**

- Shortage of topsoil already delivered on site. Require additional topsoil/sand to complete both fields this is because after the topsoil is screened the amount of soil delivered and compacted on the field in cubic meters is less.
- The quantities (cubic) of topsoil recommended by HILT had shortages and contractor will not complete the fields with the quantities supplied by the civil contractors.
- Turf works will incomplete if NHA/Contractor do not agree to proceed with extra supply of sand/soil as required to cover the short falls.
- Delay due to shortage of turf soil/sand will affect the delivery and or completion of the project.

## Recommendations:

*As per requirement stated herein the terms and conditions of the contract of which binding purchaser and contractor, the following recommendations are hereby made for final approval.*

- 1200 cubic meters of topsoil delivered at AE Enterprise Ltd.'s site at ranadi for screening were not enough when poured and compacted on kukum and white river fields this is because the amount of soil in cubic meters were less after it was screened. Therefore, this additional supply of sand for both fields is essential for Bermuda grass growth.
- Since this was not included in the original tender BOQ, PMU consider this as a variation to AE Enterprise Ltd.'s contract since the turf works is progressing.
- PMU has decided to use sand for both fields and requested the contractor to price for this supplying of sand.
- The turf works contractor (AE Enterprise Ltd) has submitted his quotation for this works which is total up to **\$195,100.00** for both fields. After detail consideration PMU have decided to negotiate the price with the contractor and after negotiation both parties have agreed on final variation price which is **\$166,754.00**(Quotation attached)

## FINANCIAL IMPLICATIONS:

With the current increase as requested in the variation, the contract value is expected to increase as follows.

No	Particulars of Contract	Original Qty as in BoQ supplied by civil contractors	Requested Qty requested by Turf Contractor	Original value of contract for each field	Amount of variation requested	New total contract value (original + variation)
1	Turf works to Kukum HCC field	600 cu.m	276 cu.m	\$912,498.70	\$82,565.00	\$995,063.70
2	Turf works to HCC White River field	600 cu.m	210 cu.m	\$755,047.75	\$84,189.00	\$839,236.75
<b>Total</b>		1200	486 cu.m	\$1,667,546.45	\$166,754.00	\$1,834,300.45

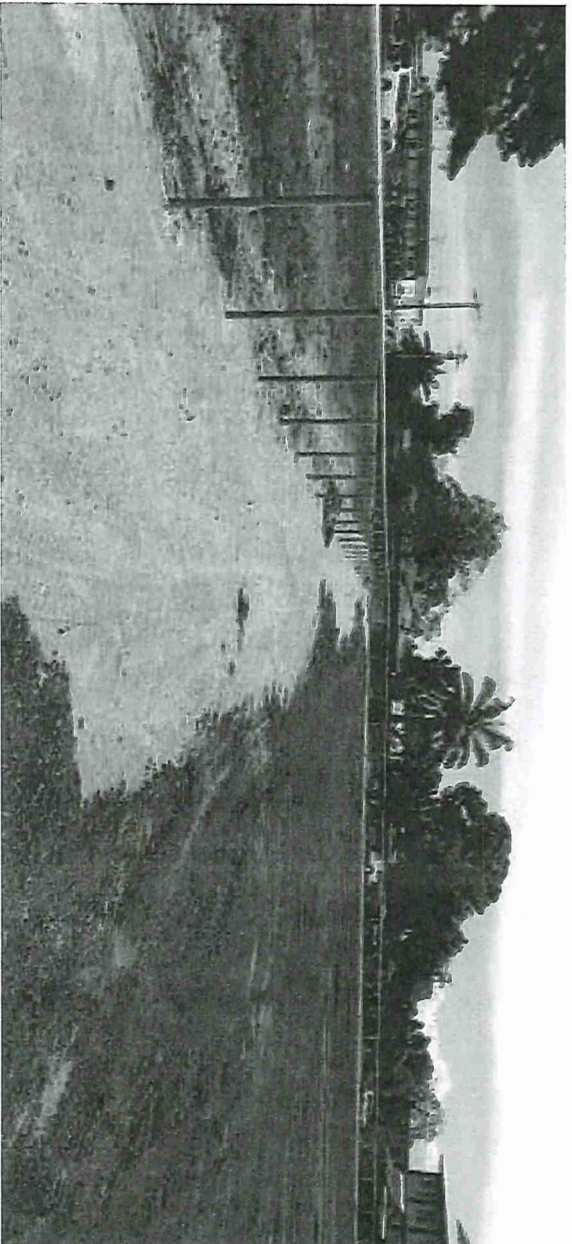
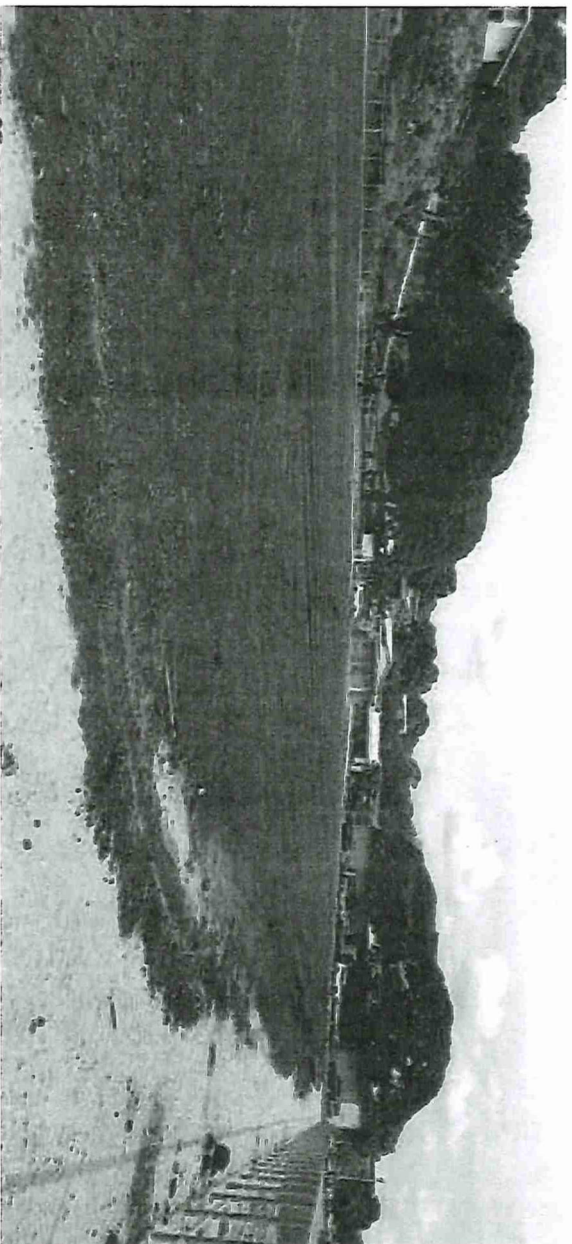
**Site Photos.**

Photos showing topsoil already being spread and compacted according to turf works specs but need additional sand to complete the field.

**Kukum Field.**



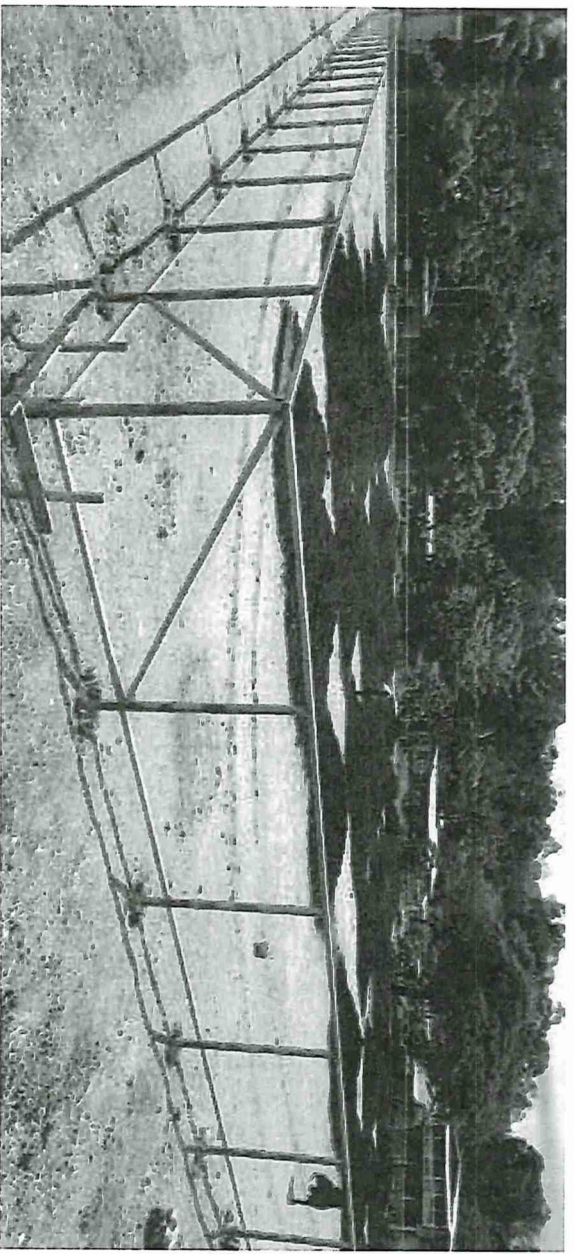
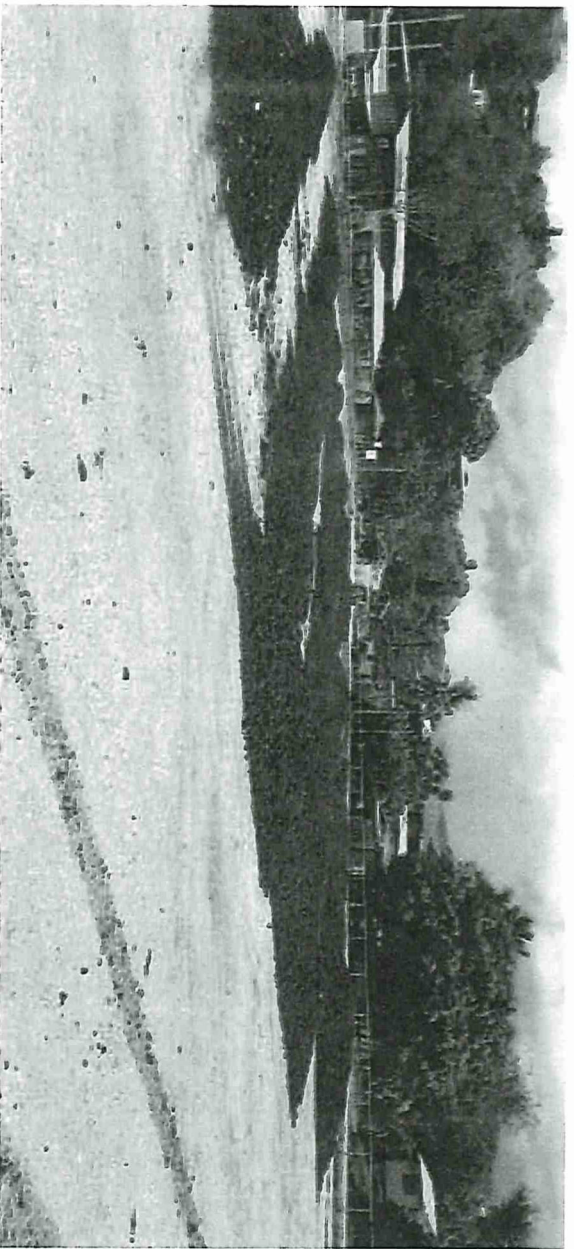
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White River Field. (Top soil ready for spreading and compaction)



11/11/2011





**CONTRACT**

**FOR**

**TURF WORKS AND MAINTENANCE SERVICES FOR  
COMMUNITY FIELDS IN HONIARA FOR PACIFIC  
GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3  
WHITERIVER HCC FIELD**

**GTB REFERENCE NUMBER: GTB-GFC03/22**

**BETWEEN**

**SOLOMON ISLANDS GOVERNMENT  
NATIONAL HOSTING AUTHORITY**

**AND**

**AE ENTERPRISES LIMITED**

**LOT 2 & LOT 3**

**July 2022**

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## CONTRACT LETTER

1. The Government of the Solomon Islands, represented by the National Hosting Authority, legally represented in this matter by the *Chairman, Dr Jimmie Rogers* hereinafter referred to as the Employer,

*And*

2. **AE ENTERPRISES LIMITED** which has its registered office at **Ranadi-Honiara-Solomon Islands**, legally represented in this matter by **Abraham Eke** hereinafter referred to as the Contractor,

*Have agreed as follows:*

3. Both parties have agreed for the contractor to perform the works specified as **TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND WHITERIVER HCC FIELD**

5. The total Price for both Lots shall be **SB\$1,667,546.45**, The agreed price for the execution of the Works is fixed for the duration of the Contract.

6. The works shall be completed within **Six (6) Months** for each lot from the Contract Commencement date. Construction of various lots may happen simultaneously.

7. 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.

8. 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.

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

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

- this Contract Letter
- Section I - the General Conditions of Contract
- Section II - The Special Conditions of Contract
- Section III - Payment Schedule
- Section IV – Annexes to the Contract
  - i. Annex A – Tender Award Letter
  - ii. Annex B – Contractor's Tender Forms
  - iii. Annex C – Contractor's Performance Securing Declaration
  - iv. Annex D – Contractor's Priced Bill of Quantities
  - v. Contractor's Work Schedule
  - vi. Project Requirements

vii. Design Drawings

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

12. 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.

1. FOR THE NATIONAL HOSTING AUTHORITY

2. FOR THE CONTRACTOR

Name: Christian Nieng

Name: Abraham Eke

Title: Executive Director  
Secretariat  
National Hosting Authority

Title: Managing Director  
AE Enterprises Limited

Signature:  .....

Signature:  .....

Date: 20/7/22 .....

Date: 18/7/22 .....



COUNTER-SIGNING BY

FOR THE NATIONAL HOSTING AUTHORITY

Name: Eldon Tapa

Title: Executive Director  
Project Management Unit  
National Hosting Authority

Signature:  .....

Date:  .....



## SECTION I: 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:

### Article 1 Definitions

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

### Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect on the basis of the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

#### **Article 5 Inspection**

- 5.1 At the Employer's request, the Works may be regularly inspected by the Employer, or a third party designated by the Employer during the execution of the Contract. However, the Employer is not obliged to carry out such an Inspection.
- 5.2 If the Employer wishes to inspect the Works:
  - a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
  - b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
  - c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.
- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

### **RELATIONS BETWEEN THE PARTIES**

#### **Article 6 Contacts**

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

#### **Article 7 Method of notification**

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

#### **Article 8 Confidentiality**

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

### **FINANCIAL PROVISIONS**

#### **Article 9 Prices**

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

#### **Article 10 Invoicing and payment**

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions

of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.

- 10.4 The Employer will withdraw retention payments of 5% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

#### **Article 11 Advance**

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.
- 11.2 The maximum amount to be advanced will be 20% of the contract works amount and the advance payment will be recovered over the next two milestone payments.

#### **NON-PERFORMANCE AND DISSOLUTION**

##### **12. Penalty**

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

##### **Article 13 Non-performance**

- 13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.
- 13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

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

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

#### **Article 14 Liability**

- 14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.
- 14.2 The Contractor indemnifies the Employer against any third-party claims for damages resulting from a failure as referred to in paragraph 1.

#### **Article 15 Force majeure**

- 15.1 In the event of temporary force majeure, the Contractor will immediately notify the Employer in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Employer then has the right to choose between:
- a. Allowing the Contractor to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Contractor is still unable to fulfil its obligations under the Contract when this time limit expires, the Employer has the right to dissolve the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor;
  - Or
  - b. Dissolution of the Contract with immediate effect, without being obliged to pay compensation or any costs to the Contractor.
- 15.2 In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Employer and the Employer has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.
- 15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by Contractors, failures in the Contractor's production process and liquidity or solvency problems on the part of the Contractor, or failures on the part of third parties engaged by the Contractor.

#### **Article 16 Dissolution**

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

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

**Article 17 Retention of right to demand compliance**

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

**MISCELLANEOUS**

**Article 18 Documentation**

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

**Article 19 Assignment of rights and obligations under the Contract**

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

**Article 20 Insurance**

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3<sup>rd</sup> 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 II: SPECIAL 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
<b>1. Definitions</b>	1.5	<p><b>a. THE EMPLOYER IS:</b></p> <p>National Hosting Authority P.O. Box 2443 Sea King Building Honiara, Solomon Islands</p> <p><b>b. THE CONTRACTOR:</b></p> <p>AE Enterprises Limited P.O.BOX 698 Mob: 7446798 Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a></p> <p><b>c. THE LOCATION SITE IS:</b></p> <p>i. Kukum HCC Field East Honiara, Solomon Islands</p> <p>ii. Whiteriver HCC Field West Honiara, Solomon Islands</p>
	1.12	<ul style="list-style-type: none"> <li>• <b>THE PROJECT MANAGER IS:</b> Charles Biliki Project Management Unit National Hosting Authority Email: <a href="mailto:JVave@sol2023.com.sb">JVave@sol2023.com.sb</a></li> <li>• <b>THE ASSISTANT PROJECT MANAGER IS:</b> Project Management Unit National Hosting Authority Email: <a href="mailto:CBiliki@sol2023.com.sb">CBiliki@sol2023.com.sb</a></li> </ul>
	1.13	<ul style="list-style-type: none"> <li>• <b>THE CONTRACT ADMINISTRATOR IS:</b></li> </ul>

		<p>Peter Himane  Contract Manager  National Hosting Authority  Email: <a href="mailto:PHimane@sol2023.com.sb">PHimane@sol2023.com.sb</a></p>
<b>1. Delivery of the Works</b>	3.1	<p>The works shall be completed within <b>120 days</b> for each Lot from the Contract Commencement date. <b>Note: For 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.</b></p>
<b>2. Guarantee</b>	4.5	<p>The Defects Liability Period shall be <b>Three (3) Months</b>, 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</p>
	4.6	<p>This Contract must be supported by a duly-signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.</p>
<b>3. Inspection</b>	5.1	<p>Inspection and tests by the Employer or 3<sup>rd</sup> 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 undertaken at all times during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.</p>
<b>5. Contacts</b>	6.1	<p><b>THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS:</b></p> <p>Eldon Tapa  Executive Director  Project Management Unit  <a href="mailto:ETepa@sol2023.com.sb">ETepa@sol2023.com.sb</a>  Mob: 677- 7580094</p> <p><b>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:</b>  Abraham Eke</p>

		AE Enterprise Limited Ranadi Industrial Site Honiara-Solomon Islands Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a> Mob: 677 7446798
<b>6. Prices</b>	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.
<b>7. Payment</b>	10.1	Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim. If there is a difference between the assessed works completed and the claim amount the Contractor is to adjust the claim to match the value of the completed works. Progressive payments are stated in the Payment Schedule as in SECTION III of the Contract.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>8. Advance Payment</b>	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
<b>9. Penalty (Liquidated Damages)</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.
<b>10. Contractors Liability</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Employer and Contractor.
<b>11. Insurances</b>	20.1	Contractor shall provide with their tender the following proof of insurance: - Workmen's Compensation As required by SI Law

	<ul style="list-style-type: none"> <li>- Third Party Liability                    SBD 2,000,000</li> <li>- Equipment for use in Project        Replacement Value</li> </ul> <p>The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:</p> <ul style="list-style-type: none"> <li>a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,</li> <li>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</li> <li>c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.</li> </ul>
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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\$1,667,546.45
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	PAYABLE AMOUNT
Payment No.1	Payment of (20%) Shall be paid to the Contractor upon Mobilization, site set out, screening of topsoil.	\$333,509.29	\$333,509.29
Payment No. 2	Payment of (20%) Shall be made upon completion of laying of topsoil, apply of weed killers, fertilizing, and growing of Bermuda seeds to all fields.	\$333,509.29	\$333,509.29
Payment No. 3	Payment of 20% shall be made upon certification of Bermuda grass nurturing, growth and continued maintenance during growth stage.	\$333,509.29	\$333,509.29
Payment No. 4	Payment of 35% shall be made upon certification of Bermuda grass growth of to maturity and approved certification that it is fit for use and issuance of Practical Certificate	\$583,641.26	\$583,641.26
Payment No. 5 Defects Liability Period	Retention payment of 5% shall be paid Upon completion of three months service and maintenance starting when the certificate of practical completion is issued.	\$83,377.32	\$83,377.32
		<b>\$1,667,546.45</b>	<b>\$1,667,546.45</b>

**SECTION IV: ANNEXES TO CONTRACT**

**ANNEX A: TENDER AWARD LETTER**



**ANNEX B: CONTRACTOR'S TENDER FORMS**



**ANNEX C: PERFORMANCE SECURING DECLARATION**



**ANNEX D: CONTRACTOR'S PRICED BILL OF QUANTITIES**



**ANNEX E: CONTRACTOR'S WORK SCHEDULE**



**ANNEX F: PROJECT REQUIREMENTS**

## TURF WORKS AND MAINTENANCE REQUIREMENTS

### 1. Background

The National Hosting authority requires sands to as part of its facilities development. The community fields are paramount as they will be used for the games come 2023. To meet minimum standard upgrade has been agreed where turf works is needed to ensure that the playing surfaces meets requirements. NHA requires Turf works to meet this requirement.

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

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

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

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

#### PLAYING FIELD DIMENSIONS AND AMOUNT OF TOPSOIL REQUIRED

No.	Field	Total D/mension of field (incl. Fence area)		Area m2	Initial Topsoil Thickness m	Initial Amount of Topsoil required m3	Topsoil Thickness m	Amount of Topsoil required m3
		L	W					
1	HCC Kukum Field	96	64	6144	0.1	614.4	0.15	921.6
2	HCC White River Field	74	57	4218	0.1	421.8	0.15	632.7

## **WORKS REQUIREMENT AND SPECIFICATIONS**

### **1. INTRODUCTION**

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

### **SPECIFIC SCOPE OF WORKS**

The contractors shall follow the following requirements,

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

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

## SITE MAP & LOCATION OF FIELDS

Stated in the sketch designs are the three fields HCC-Kukum & HCC White River.

### LOT 2: Kukum Field



**LOT 3: White River**



**1.1 Personal Protective Equipment (PPE)**

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

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

**1.2 Specific Safety Requirements**

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

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

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

### 1.3 Quality

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

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

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

### 1.4 Environment

Environmental measures for the project are to include:

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

### 1.5 Project Administration

Authorised Representative	The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English.
Pre – Start Meeting	A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities.
Project Meetings	Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor.
Project Reporting	The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum: <ul style="list-style-type: none"> <li>• Project progress and timeline update</li> <li>• Key issues and blockages</li> <li>• Pending approvals</li> <li>• Safety summary</li> <li>• Quality summary</li> <li>• Equipment summary</li> <li>• Staff records</li> <li>• Photographic records</li> </ul>

	<ul style="list-style-type: none"> <li>• Project Finance update</li> </ul>
Payment Claims	<p>Payment Claims are to be presented to the Employer's Representative /Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment.</p>
Work Hours	<p>Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the Contractor and approval provided by the Employer's representative.</p>

**ANNEX G: DESIGN DRAWINGS**





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	PMU 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	✓ see attached copy signed contract		
Tender Award by ITB/GTB	P7 10.1	✓ GTB		
PR signed by requisition officer		✓		
Vendor Information Form (for new vendor)		N/A		
ICT Checklist attached (if for ICT equipment)		NA see		
Progress Report of works/Photos etc		✓ Attached copy		
Completion report if goods/services and works have been completed		N/A		
Other reports if any ( goods and services)		✓ V/O		
Payment certificate from Engineer matching amount in Requisition		✓		
Invoice from Contractor matching amount in requisition		✓		
<b>Compliance checks required and done by Procurement</b>				
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)			
<b>Data entry checks for PV and Cheque payments done by Finance Department</b>				
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:

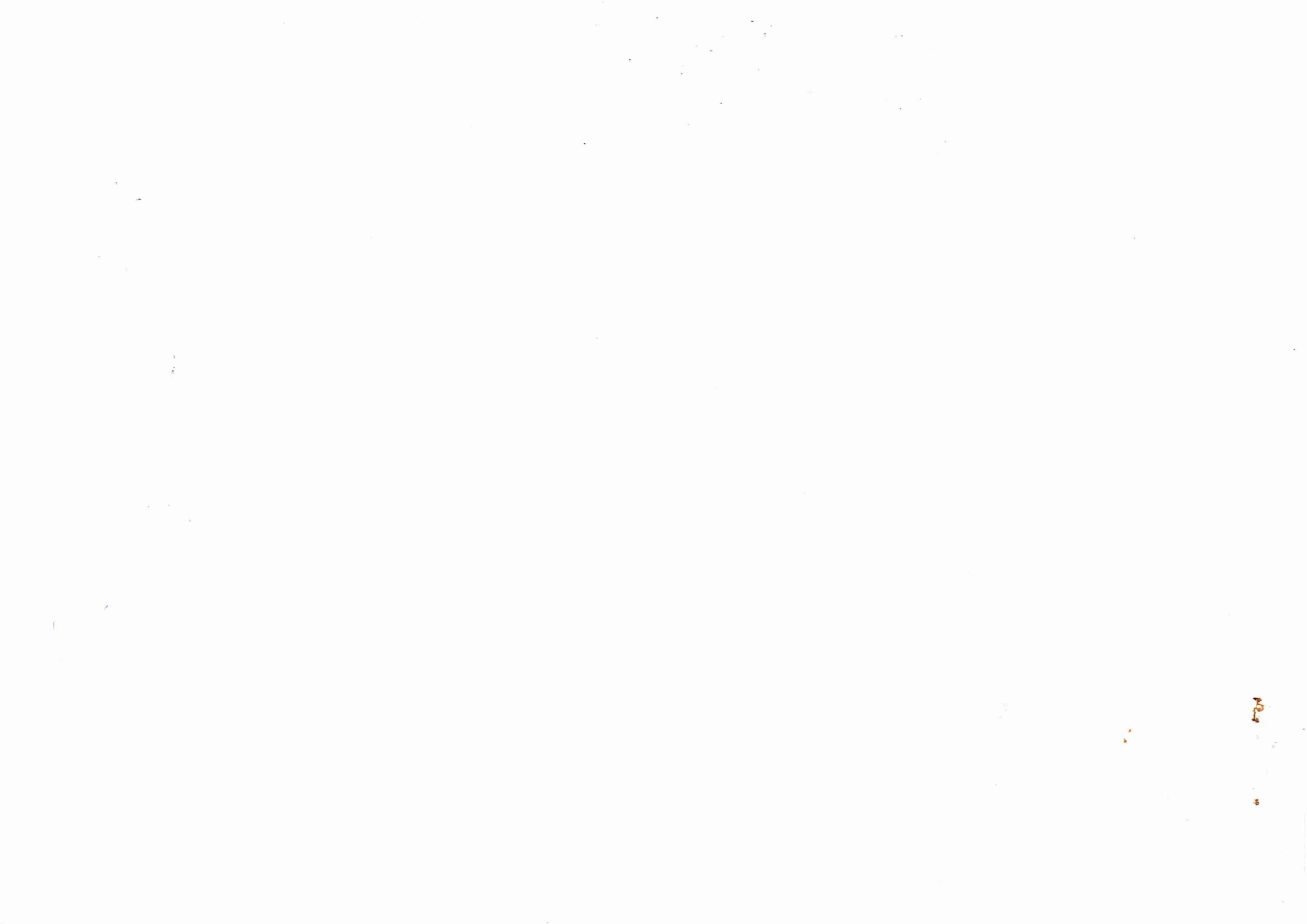
Signed:   
Name and Position: HAZEL HINAI  
CADET CA - ELECTRICAL  
Date: 05/12/22

Procurement section Compliance performed by:

Signed: \_\_\_\_\_  
Name and Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Finance Department Compliance performed by:

Signed: \_\_\_\_\_  
Name and Position: \_\_\_\_\_  
Date: \_\_\_\_\_





**Transaction or Request Lodgement Receipt**

**Transaction or Request Description:** ANZ to Other Bank Transfer  
**Transaction or Request Status:** Posted  
**Date / Time:** 24/05/2023 10:18  
**Transaction Number:** AGK88448

**Transaction Details:**  
ANZ to Other Bank Transfer

From Account: 5691140  
Transfer Amount in Local Currency: SBD 308,496.09  
Transfer From Amount: SBD 308,496.09  
Indicative :  
My Reference: Turf Works

**Payment Details**

Account Name: AE Enterprises Ltd  
Account Number: 2001115217  
Bank Name: Bank of South Pacific  
Reference To Payee : GTB10/21 INV002

Pay Date : 24/05/2023



**Comments:**

\*\*\*\*\* Authorisation Details \*\*\*\*\*  
24/05/2023 10:18 Pauline Tovua  
Authorisation Required for : ANZ to Other Bank Transfer (2A)  
24/05/2023 15:28 Christian Nieng  
Authorised -ANZ to Other Bank Transfer  
Comments : verified  
24/05/2023 15:59 Debbie Ofaeri Sifoni  
Authorised -ANZ to Other Bank Transfer  
24/05/2023 15:59 Debbie Ofaeri Sifoni  
Transaction Processed  
\*\*\*\*\*

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## Your Reference

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

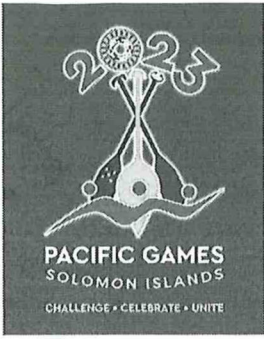
## Held for Authorisation Transaction Number AGK88448

### Transaction Details

ANZ to Other Bank Transfer
From Account: 5691140
Transfer Amount in Local Currency: SBD 308,496.09
Transfer From Amount: SBD 308,496.09
Indicative :
My Reference: Turf Works
Payment Details

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





NATIONAL HOSTING AUTHORITY

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

AE ENTERPRISE LIMITED  
HONIARA

PAYMENT VOUCHER	
DATE	23/05/2023

Cheque Number    IB TRANS  
Total Amount Paid    \$308,496.09

Payment No.02 (20%) - GTB 03/22 - Turf Work and maintainance for HCC Kukum & White River field.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000671	27/07/2022	\$1,684,221.37	\$462,743.54	\$308,496.09

*[Handwritten signature]*  
24/5/23

*[Handwritten signature]*  
23/5/23

Payment Voucher Prepared By: *[Handwritten signature]* Date: 23/05/23

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**PAYMENT SCHEDULE**  
**HCC KUKUM & WHITE RIVER TURF WORKS**  
**AE ENTERPRISES LIMITED**

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			1,667,546.45				
	No.1	20%	333,509.29		25,013.20	308,496.09	Paid
	No.2	20%	333,509.29		25,013.20	308,496.09	Payment in Progress
	No.3	20%	333,509.29		25,013.20	308,496.09	
	No.4	35%	583,641.26		43,773.09	539,868.16	
	No.5	5%	83,377.32		6,253.30	77,124.02	
9/12/2022	VARIATION No.01		166,754.00		12,506.55	154,247.45	Paid
<b>TOTAL</b>			<b>1,834,300.45</b>	-	<b>137,572.53</b>	<b>1,696,727.92</b>	




# INVOICE

## A.E. Enterprises Limited

P.O BOX 698  
HONIARA, SOLOMON ISLANDS  
PHONE: 74 97540 FAX: 26076  
MOBLIE: 74 46798

INVOICE # 0002  
11<sup>th</sup> May 2023

TO: Project Management Unit  
National Hosting Authority  
Honiara. Solomon Islands

QTY	DESCRIPTION			TOTAL AMOUNT
1	Payment claim No. 2 for laying of topsoil, applying weed killers, fertilizing, and growing of Bermuda seeds to all fields			SDB \$333,509.29
				
			<b>TOTAL:</b>	<b>SDB\$333,509.29</b>

DATE: 11/5/23

SIGNATURE: 

MAKE ALL CHEQUES PAYABLE TO AE ENTERPRISES LIMITED

THANK YOU FOR YOUR BUSINESS.



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-676/23

DEPARTMENT: PMU.

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Please raise payment 2 (20%) Progress claim for (GTB-GFC 03/22) Turf works and maintenance for Kakum & white River HCC Field upgrade.	AE Enterprise LTD.	INV # <del>\$333,509</del> 0002 dated 17/05/23	\$333,509.29 ↓
				TOTALS	\$333,509.29
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$333,509.29</u>			Account Name: <u>other Local other costs</u>		
Requisition Officer (Name): <u>Peter Himane</u>			Funds available on this account:		
Date: <u>17/05/23</u>			Authority is granted for expenditure not exceeding:		
Sign: <u>[Signature]</u>			SBD\$ <u>333,509.29</u>		
Supervisors Certification (Accountable Officers):			SIGNED: <u>[Signature]</u>		
Certifying Officer (Name): <u>Eldon Tepe</u>			Name: <u>[Signature]</u>		
Post: <u>Executive Director</u>			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Department: <u>GFC-PMU.</u>			Compliance Check by: <u>[Signature]</u> Signature		
<p>Threshold Checklist</p> <p>Payment requires one quote (10,000 below) <input type="checkbox"/></p> <p>Payment requires three quotes (\$10,000.00 above) <input type="checkbox"/></p> <p>Is it a ITB Contract Payment <input type="checkbox"/></p> <p>Is it a GTB Contract Payment <input type="checkbox"/></p> <p>Payment is a Bid Waiver <input type="checkbox"/></p>			Name: <u>Darby Withers</u> Date: <u>18/05/23</u>		
			Position: <u>DCO NHA</u>		

**NATIONAL HOSTING AUTHORITY  
XVII 2023 PACIFIC GAMES**



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




Phone:  
677 7308800

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

**MEMORANDUM**

**To:** Executive Director, NHA  
**Thru:** Executive Director, PMU  
**From:** Charles Biliki, PMU  
**Ref:** Payment 2 GTB – GFC 03/22  
**Date:** Tuesday 16<sup>th</sup> May 2023

12/5/23  
  
.....  
Signature Date

**SUBJECT: PAYMENT 2 (20% PROGRESS CLAIM) FOR GTB-GFC 03/22 TURF WORKS & MAINTAINANCE FOR KUKUM & WHITE RIVER HCC FIELDS UPGRADE.**

Dear ED,

Kindly find attached invoice from **AE Enterprise Ltd** for payment 2 (20% Claim). As per signed contract, the contractor is entitled to 20% progress claim payment (2) of the contract sum upon completion of laying of topsoil, applying of weed killers, fertilization and growing of Bermuda seed on the field.

PMU has verified the works and compile a progressive report for progress of works outlined in the contract.

PMU is satisfied with the progress of works and is in support of their claim for payment 2.

The amount for claim is **\$333,509.29**.

Approval is hereby sought for payment to be raised accordingly.

Yours sincerely,

  
Charles Biliki  
Project Manager, PMU

# NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



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




Phone:  
677 7308800

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

FOR SECRETARIAT OFFICE USE ONLY

Signature  .....  
Date 17/5/23

**Mr Christian Nieng**  
Executive Director  
National Hosting Authority

Approved	Not Approved
	



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

## PAYMENT 2 - CERTIFICATE NO: 03

<b>Payment Schedule Name:</b>	Second progress claim		
<b>Project Name:</b>	HCC Kukum & White River Fields Turf works & Maintenance.		
<b>Contractor:</b>	AE Enterprise Ltd		
<b>Project Manager</b>	Charles Biliki	<b>Certificate:</b>	PC NO:03
<b>Contract Administrator:</b>	Peter Himane	<b>Date Invoice Received:</b>	11-May-23
		<b>Date Issued for payment:</b>	16-May-23
		<b>Contract No:</b>	GTB - GFC03/22

A      PROGRESS CLAIM SUMMARY				
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	<b>Total Contract</b>	\$ 1,667,546.45		
2	Payment 1 (20%)	\$ 333,509.29		Paid
	Variation 01	\$ 166,754.00		Paid
	Payment 2 (20%)	\$ 333,509.29		This claim
10	<b>Progress Claim to date</b>	<b>\$ 833,772.58</b>		
11	<b>Original Contract Value</b>	<b>\$ 1,667,546.45</b>		
	<b>Adjusted Contract Value</b>	<b>\$ 1,834,300.45</b>		
13	<b>Balance of Contract Payment</b>	<b>\$ 1,000,527.87</b>		

B      PAYMENT DETAILS			
	Variation payment for this claim	\$ 333,509.29	
	Retention-Purchaser retains 5% of this payment pursuant to clause	\$ -	
	<b>Amount payable for this claim after Retention</b>	<b>\$ 333,509.29</b>	

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

Payment is hereby certified:

.....  
Charles Biliki (Project Manager)

16/5/23  
.....  
Date

Complianced and approved by:

.....  
Peter Himane (Contract Administrator)

17/5/23  
.....  
Date

Claim is hereby approved for payment by:

.....  
Eldon Tapa (Executive Director - PMU)

17/5/23  
.....  
Date

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



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

**PROJECT MANAGEMENT UNIT  
PROGRESSIVE REPORT**

<b>PROJECT DETAILS:</b>	
<b>DOCUMENT NAME</b>	HCC Kukum & White River Turf works
<b>CONTRACT #</b>	GTB – GFC03/22
<b>CONTRACTOR</b>	AE Enterprise Ltd
<b>CONTRACT START DATE</b>	20 <sup>th</sup> July 2022
<b>REPORTING PERIOD</b>	1 <sup>st</sup> Jan to 10 May 2023
<b>REPORT PREPARED BY</b>	Charles Biliki

## **Inspection Summary**

AE Enterprise Ltd have notified the Project Management Unit as they have completed seeding and other associated works for the upgrade of HCC Kukum & White river fields turf works on the 11<sup>th</sup> May 2023 which qualifies the contractor for 20% second progress payment claim as per the contract.

PMU team were present on site during the seeding works to inspect the progress of the works. As per contract payment schedule, contractor is eligible for 20% claim upon completion of laying of topsoil, applying of weed killers, fertilisation and growing of Bermuda seed on the field.




<b>WBS</b>	<b>TASK NAME</b>
4	Laying of topsoil
5	Applying of weed killers and fertilisation
3	Seeding/Growing of Bermuda seed.

After inspection, The Project Management team has verified that contractor has completed and progressed on all works that qualifies them for the 20% second progress payment.

Refer summary below for work details.

**Summary of progress:**

Activity	Photos	Status
Laying of topsoil before seeding.		Completed.
NHA/NSC Turf specialist doing seeding.		Completed

<p>Bermuda seeds buried and expected to grow after 2 or 3 weeks.</p>		<p>Progressing.</p>
<p>Fertilizer used during seeding works.</p>		<p>Completed</p>
<p>Project Manager Comments.</p>	<p>All works completed and have complied with contract terms.</p>	
<p>Project Manager sign off.</p>		<p>Charles Biliki Project Manager.</p>



**CONTRACT**

**FOR**

**TURF WORKS AND MAINTENANCE SERVICES FOR  
COMMUNITY FIELDS IN HONIARA FOR PACIFIC  
GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3  
WHITERIVER HCC FIELD**

**GTB REFERENCE NUMBER: GTB-GFC03/22**

**BETWEEN**

**SOLOMON ISLANDS GOVERNMENT  
NATIONAL HOSTING AUTHORITY**

**AND**

**AE ENTERPRISES LIMITED**

**LOT 2 & LOT 3**

**July 2022**

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## CONTRACT LETTER

1. The Government of the Solomon Islands, represented by the National Hosting Authority, legally represented in this matter by the *Chairman, Dr Jimmie Rogers* hereinafter referred to as the Employer,

*And*

2. **AE ENTERPRISES LIMITED** which has its registered office at **Ranadi-Honiara-Solomon Islands**, legally represented in this matter by **Abraham Eke** hereinafter referred to as the Contractor,

*Have agreed as follows:*

3. Both parties have agreed for the contractor to perform the works specified as **TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND WHITERIVER HCC FIELD**

5. The total Price for both Lots shall be **SB\$1,667,546.45**, The agreed price for the execution of the Works is fixed for the duration of the Contract.

6. The works shall be completed within **Six (6) Months** for each lot from the Contract Commencement date. Construction of various lots may happen simultaneously.

7. 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.

8. 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.

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

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

- this Contract Letter
- Section I - the General Conditions of Contract
- Section II - The Special Conditions of Contract
- Section III - Payment Schedule
- Section IV – Annexes to the Contract
  - i. Annex A – Tender Award Letter
  - ii. Annex B – Contractor's Tender Forms
  - iii. Annex C – Contractor's Performance Securing Declaration
  - iv. Annex D – Contractor's Priced Bill of Quantities
  - v. Contractor's Work Schedule
  - vi. Project Requirements

vii. Design Drawings

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

12. 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.

1. FOR THE NATIONAL HOSTING AUTHORITY

2. FOR THE CONTRACTOR


Name: Christian Nieng

Name: Abraham Eke

Title: Executive Director  
Secretariat  
National Hosting Authority

Title: Managing Director  
AE Enterprises Limited

Signature: 

Signature: 

Date: 20/7/22

Date: 18/7/22



COUNTER-SIGNING BY

FOR THE NATIONAL HOSTING AUTHORITY

Name: Eldon Tapa

Title: Executive Director  
Project Management Unit  
National Hosting Authority

Signature: 

Date: 6/7/22



## SECTION I: 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:

### Article 1 Definitions

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

### Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect on the basis of the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

#### **Article 5 Inspection**

- 5.1 At the Employer's request, the Works may be regularly inspected by the Employer, or a third party designated by the Employer during the execution of the Contract. However, the Employer is not obliged to carry out such an Inspection.
- 5.2 If the Employer wishes to inspect the Works:
  - a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
  - b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
  - c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.
- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

### **RELATIONS BETWEEN THE PARTIES**

#### **Article 6 Contacts**

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

#### **Article 7 Method of notification**

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

#### **Article 8 Confidentiality**

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

### **FINANCIAL PROVISIONS**

#### **Article 9 Prices**

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

#### **Article 10 Invoicing and payment**

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions

of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.

- 10.4 The Employer will withdraw retention payments of 5% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

#### **Article 11 Advance**

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.
- 11.2 The maximum amount to be advanced will be 20% of the contract works amount and the advance payment will be recovered over the next two milestone payments.

#### **NON-PERFORMANCE AND DISSOLUTION**

##### **12. Penalty**

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

##### **Article 13 Non-performance**

- 13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.
- 13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

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

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

#### **Article 14 Liability**

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

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

#### **Article 15 Force majeure**

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

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

Or

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

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

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

#### **Article 16 Dissolution**

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

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

**Article 17 Retention of right to demand compliance**

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

**MISCELLANEOUS**

**Article 18 Documentation**

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

**Article 19 Assignment of rights and obligations under the Contract**

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

**Article 20 Insurance**

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3<sup>rd</sup> 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 II: SPECIAL 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	<p><b>a. THE EMPLOYER IS:</b></p> <p>National Hosting Authority P.O. Box 2443 Sea King Building Honiara, Solomon Islands</p> <p><b>b. THE CONTRACTOR:</b></p> <p>AE Enterprises Limited P.O.BOX 698 Mob: 7446798 Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a></p> <p><b>c. THE LOCATION SITE IS:</b></p> <p>i. Kukum HCC Field East Honiara, Solomon Islands</p> <p>ii. Whiteriver HCC Field West Honiara, Solomon Islands</p>
	1.12	<ul style="list-style-type: none"> <li>• <b>THE PROJECT MANAGER IS:</b> Charles Biliki Project Management Unit National Hosting Authority Email: <a href="mailto:JVave@sol2023.com.sb">JVave@sol2023.com.sb</a></li> <li>• <b>THE ASSISTANT PROJECT MANAGER IS:</b> Project Management Unit National Hosting Authority Email: <a href="mailto:CBiliki@sol2023.com.sb">CBiliki@sol2023.com.sb</a></li> </ul>
	1.13	<ul style="list-style-type: none"> <li>• <b>THE CONTRACT ADMINISTRATOR IS:</b></li> </ul>

		<p>Peter Himane  Contract Manager  National Hosting Authority  Email: <a href="mailto:PHimane@sol2023.com.sb">PHimane@sol2023.com.sb</a></p>
1. Delivery of the Works	3.1	<p>The works shall be completed within <b>120 days</b> for each Lot from the Contract Commencement date. <b>Note: For 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.</b></p>
2. Guarantee	4.5	<p>The Defects Liability Period shall be <b>Three (3) Months</b>, 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</p>
	4.6	<p>This Contract must be supported by a duly-signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.</p>
3. Inspection	5.1	<p>Inspection and tests by the Employer or 3<sup>rd</sup> 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 undertaken at all times during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.</p>
5. Contacts	6.1	<p><b>THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS:</b></p> <p>Eldon Tapa  Executive Director  Project Management Unit  <a href="mailto:ETepa@sol2023.com.sb">ETepa@sol2023.com.sb</a>  Mob: 677- 7580094</p> <p><b>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:</b>  Abraham Eke</p>

		<p>AE Enterprise Limited  Ranadi Industrial Site  Honiara-Solomon Islands  Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a>  Mob: 677 7446798</p>
<b>6. Prices</b>	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.
<b>7. Payment</b>	10.1	<p>Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.</p> <p>If there is a difference between the assessed works completed and the claim amount the Contractor is to adjust the claim to match the value of the completed works.</p> <p>Progressive payments are stated in the Payment Schedule as in SECTION III of the Contract.</p>
	10.6	<p>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:  <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a></p>
<b>8. Advance Payment</b>	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
<b>9. Penalty (Liquidated Damages)</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.
<b>10. Contractors Liability</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Employer and Contractor.
<b>11. Insurances</b>	20.1	<p>Contractor shall provide with their tender the following proof of insurance:</p> <ul style="list-style-type: none"> <li>- Workmen's Compensation As required by SI Law</li> </ul>

	<ul style="list-style-type: none"> <li>- Third Party Liability                      SBD 2,000,000</li> <li>- Equipment for use in Project      Replacement Value</li> </ul> <p>The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:</p> <ol style="list-style-type: none"> <li>a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,</li> <li>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</li> <li>c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.</li> </ol>
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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\$1,667,546.45
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	PAYABLE AMOUNT
Payment No.1	Payment of (20%) Shall be paid to the Contractor upon Mobilization, site set out, screening of topsoil.	\$333,509.29	\$333,509.29
Payment No. 2	Payment of (20%) Shall be made upon completion of laying of topsoil, apply of weed killers, fertilizing, and growing of Bermuda seeds to all fields.	\$333,509.29	\$333,509.29
Payment No. 3	Payment of 20% shall be made upon certification of Bermuda grass nurturing, growth and continued maintenance during growth stage.	\$333,509.29	\$333,509.29
Payment No. 4	Payment of 35% shall be made upon certification of Bermuda grass growth of to maturity and approved certification that it is fit for use and issuance of Practical Certificate	\$583,641.26	\$583,641.26
Payment No. 5 Defects Liability Period	Retention payment of 5% shall be paid Upon completion of three months service and maintenance starting when the certificate of practical completion is issued.	\$83,377.32	\$83,377.32
		<b>\$1,667,546.45</b>	<b>\$1,667,546.45</b>

**SECTION IV: ANNEXES TO CONTRACT**

**ANNEX A: TENDER AWARD LETTER**



**ANNEX B: CONTRACTOR'S TENDER FORMS**



**ANNEX C: PERFORMANCE SECURING DECLARATION**



**ANNEX D: CONTRACTOR'S PRICED BILL OF QUANTITIES**



**ANNEX E: CONTRACTOR'S WORK SCHEDULE**



**ANNEX F: PROJECT REQUIREMENTS**

## TURF WORKS AND MAINTENANCE REQUIREMENTS

### 1. Background

The National Hosting authority requires sands to as part of its facilities development. The community fields are paramount as they will be used for the games come 2023. To meet minimum standard upgrade has been agreed where turf works is needed to ensure that the playing surfaces meets requirements. NHA requires Turf works to meet this requirement.

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

- Water- storage capacity of 45000 liters
- Irrigation system – pipes; sprinklers; hoses, etc.
- Pump; 7.5kW @ 5 liters/sec @ 600kpa (minimum)
- Power at pump site; local 240volts
- Fungicide chemicals; 20kg Zineb (for establishment diseases)
- Fertilizers; (to be specified by NHA hired consultant)
- Reel mower suitable for the project.
- Knap sack sprayer preferable with 3 nozzle booms.
- Seeds (to be supplied by NHA)
- Heavy machineries (supplied by NHA)
- Earth moving Machineries

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

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

#### PLAYING FIELD DIMENSIONS AND AMOUNT OF TOPSOIL REQUIRED

No.	Field	Total Dimension of field (incl. Fence area)		Area m <sup>2</sup>	Initial Topsoil Thickness m	Initial Amount of Topsoil required m <sup>3</sup>	Topsoil Thickness m	Amount of Topsoil required m <sup>3</sup>
		L	W					
1	HCC Kukum Field	96	64	6144	0.1	614.4	0.15	921.6
2	HCC White River Field	74	57	4218	0.1	421.8	0.15	632.7

## **WORKS REQUIREMENT AND SPECIFICATIONS**

### **1. INTRODUCTION**

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

### **SPECIFIC SCOPE OF WORKS**

The contractors shall follow the following requirements,

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

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

## SITE MAP & LOCATION OF FIELDS

Stated in the sketch designs are the three fields HCC-Kukum & HCC White River.

### LOT 2: Kukum Field



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ISSUE	DESCRIPTION	DATE
A	CONCEPT DRAFT	-

#### LEGEND:

- 1. 80m x 55m Soccer pitch
- 2. 8.75m x 4.4m Activation Block
- 3. Space for Future Development

Prop. SPECTATOR FENCE PERIMETER = 300 Meters

#### PROJECT TITLE:

HCC KUKUM PROPOSED FENCING AND FELD UPGRADE

#### DRAWING TITLE:

SITE PLAN

#### CLIENT:

SOA 2019 NATIONAL HOSTING AUTHORITY

#### ISSUE STAMP:

DESIGN	BY	DESIGNED	BY
APPROVED	BY	SCALE	1:500 & 1:100
PROJECT No.	130	PLG# DATE	02/18
SHEET No.	C1.06	ISSUE No.	A

**LOT 3: White River**



### 1.1 Personal Protective Equipment (PPE)

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

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

### 1.2 Specific Safety Requirements

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

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

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

### 1.3 Quality

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

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

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

### 1.4 Environment

Environmental measures for the project are to include:

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

### 1.5 Project Administration

Authorised Representative	The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English.
Pre – Start Meeting	A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities.
Project Meetings	Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor.
Project Reporting	The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum: <ul style="list-style-type: none"> <li>• Project progress and timeline update</li> <li>• Key issues and blockages</li> <li>• Pending approvals</li> <li>• Safety summary</li> <li>• Quality summary</li> <li>• Equipment summary</li> <li>• Staff records</li> <li>• Photographic records</li> </ul>

	<ul style="list-style-type: none"> <li>• Project Finance update</li> </ul>
Payment Claims	<p>Payment Claims are to be presented to the Employer's Representative /Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment.</p>
Work Hours	<p>Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the Contractor and approval provided by the Employer's representative.</p>



**ANNEX G: DESIGN DRAWINGS**



**GAMES TENDER BOARD  
NATIONAL HOSTING AUTHORITY**

Date: 23<sup>rd</sup> June 2022

To: Mr Abraham Eke  
AE Enterprises Limited  
P.O.BOX 698  
Honiara  
Solomon Islands

Dear Sir,

**AWARD OF CONTRACT FOR TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3 WHITERIVER HCC FIELD- PACIFIC GAMES 2023 (GTB-GFC03/22)**

The Games Tender Board (GTB) has deliberated on the evaluation and recommendations submitted for endorsement of the above contract name.

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your bid for TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3 WHITERIVER HCC FIELD-GTB-GFC03/22. You have been awarded with Lots 2 and 3 respectively with the Total Contract Value of **SB\$1,667,546.45**.

**Mr. 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 is in place.

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

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

Yours Sincerely,



Mr. Iose Yave  
GTB Secretary/Project Manager – City Wide  
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board  
FC – National Hosting Authority  
Secretariat Executive Director  
GFC Executive Director  
PMU Executive Director



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

PMU

Signed

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		} Progress report.		
Other reports if any ( goods and services)				
Payment certificate from Engineer matching amount in Requisition		✓		
Invoice from Contractor matching amount in requisition		✓		
<b>Compliance checks required and done by Procurement</b>				
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)		✓	
<b>Data entry checks for PV and Cheque payments done by Finance Department</b>				
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: Christine L

Date: 17/05/2023

Procurement section Compliance performed by:

Signed: [Signature]

Name and Position: JW, CRM

Date: 17/05/23

Finance Department Compliance performed by:

Signed: [Signature]

Name and Position: N. Vutaw, Finance

Date: 17/05/2023

3<sup>rd</sup> payment



# 2023 PACIFIC GAMES OFFICE

## Approval /Signature Required

Supplier Name:

AE Enterprise Ltd.

19/7/23

1) Requisition

Sign by FC

\_\_\_\_\_

Sign by ED

19/7/23

2) Payment Voucher

Sign by FC

[Signature]

Sign by ED

\_\_\_\_\_

3) LPO

Sign by FC

\_\_\_\_\_

Sign by ED

\_\_\_\_\_

4) IB Authorisations

Authorised by FC

[Signature]

Authorised by ED

\_\_\_\_\_

Comments:



**Transaction or Request Lodgement Receipt**

**Transaction or Request Description:** ANZ to Other Bank Transfer  
**Transaction or Request Status:** Posted  
**Date / Time:** 21/07/2023 14:20  
**Transaction Number:** AGR86544

**Transaction Details:**

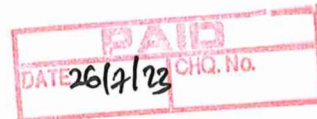
ANZ to Other Bank Transfer

From Account: 5691140  
 Transfer Amount in Local Currency: SBD 308,496.09  
 Transfer From Amount: SBD 308,496.09  
 Indicative :  
 My Reference: Paymnt No.03

Payment Details

Account Name: AE Enterprise Ltd  
 Account Number: 2001115217  
 Bank Name: Bank of South Pacific  
 Reference To Payee : Inv#0003

Pay Date : 21/07/2023



**Comments:**

\*\*\*\*\* Authorisation Details \*\*\*\*\*  
 21/07/2023 14:20 Gregory Sale  
 Authorisation Required for : ANZ to Other Bank Transfer (2A)  
 25/07/2023 12:48 Christian Nieng  
 Authorised -ANZ to Other Bank Transfer  
 Comments : verified  
 26/07/2023 12:13 Debbie Ofaeri Sifoni  
 Authorised -ANZ to Other Bank Transfer  
 26/07/2023 12:13 Debbie Ofaeri Sifoni  
 Transaction Processed  
 \*\*\*\*\*

©Copyright Australia and New Zealand Banking Group Limited ABN 11 005 375 522, 1996-2023. ANZ's colour blue is a trade mark of ANZ.

## Your Reference

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

**Held for Authorisation**  
**Transaction Number AGR86544**

---

## Transaction Details

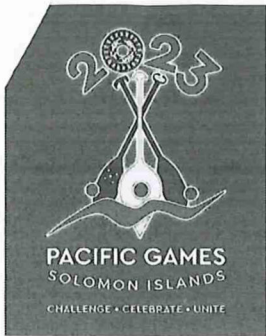
ANZ to Other Bank Transfer

From Account: 5691140  
Transfer Amount in Local Currency: SBD 308,496.09  
Transfer From Amount: SBD 308,496.09  
Indicative :  
My Reference: Paymnt No.03

Payment Details

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





NATIONAL HOSTING AUTHORITY

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

AE ENTERPRISE LIMITED  
hONIARA

PAYMENT VOUCHER	
DATE	20/07/2023

Cheque Number    IB TRANS  
Total Amount Paid    \$308,496.09

Payment No.03 (20%) for Turf works & Maintanace for Kukum & White River HCC Fields upgrade.GTB-GFC - 03/22.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000671	27/07/2022	\$1,684,221.37	\$771,239.63	\$308,496.09

*[Handwritten signature]*  
20/07/2023



Payment Voucher Prepared By: *[Signature]* Date: 20/07/23

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**PAYMENT SCHEDULE**  
**HCC KUKUM & WHITE RIVER TURF WORKS**  
**AE ENTERPRISES LIMIRTED**

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			1,667,546.45				
	No.1	20%	333,509.29		25,013.20	308,496.09	Paid
	No.2	20%	333,509.29		25,013.20	308,496.09	Paid
20/07/2023	No.3	20%	333,509.29		25,013.20	308,496.09	Payment in Progress
	No.4	35%	583,641.26		43,773.09	539,868.16	
	No.5	5%	83,377.32		6,253.30	77,124.02	
9/12/2022	VARIATION No.01		166,754.00		12,506.55	154,247.45	Paid
<b>TOTAL</b>			1,834,300.45	-	137,572.53	1,696,727.92	



**NATIONAL HOSTING AUTHORITY**

REQUISITION NUMBER: PMU-776/23  
 DEPARTMENT: PMU.

**PURCHASE REQUISITION**

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	2 .s	Request payment NO. 3 (20%) Progress claim for GTB-GFC (03/22) Turf works & maintenance for Kukum & white river HCC Fields upgrade.	AE Enterprise Ltd.	Invoice # 0003	\$ 333,509.29 ↓
				TOTALS	\$ 333,509.29.
Approval is requested to incur expenditure on the above			Account Code: <u>6-2717</u>		
Estimated Cost (SBD): <u>\$ 333,509.29</u> Date: <u>18-07-23</u>			Account Name: <u>Other Local Other costs</u>		
Requisition Officer (Name): <u>Peter Hirmane</u> Sign:			Funds available on this account: _____		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>Leeroy B</u> Sign: <u>Daniel</u>			SBD\$ <u>333,509.29</u>		
Post: <u>ED PMU (Ag)</u>			Signed:		
Department: <u>PMU</u>			Name: <u>C Niemy</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:		
Payment requires three quotes (\$10,000.00 above)			Signature		
Is it a ITB Contract Payment			Name: <u>Daniel V Thomas</u> Date: <u>19/07/23</u>		
Is it a GTB Contract Payment			Position: <u>pro NHA</u>		
Payment is a Bid Waiver					

**NATIONAL HOSTING AUTHORITY  
XVII 2023 PACIFIC GAMES**

**MEMORANDUM**



**To:** Executive Director, NHA

**Thru:** Executive Director, PMU

**From:** Charles Biliki, PMU

**Ref:** Payment 3 GTB – GFC 03/22

**Date:** Monday 17<sup>th</sup> July 2023

Signature

Date

18/7/23

**SUBJECT: PAYMENT 3 (20% PROGRESS CLAIM) FOR GTB-GFC 03/22 TURF WORKS & MAINTAINANCE FOR KUKUM & WHITE RIVER HCC FIELDS UPGRADE.**

Dear ED,

Kindly find attached invoice from **AE Enterprise Ltd** for payment 3 (20% Claim). As per signed contract, the contractor is entitled to 20% progress claim payment (3) of the contract sum upon nurturing of grass, growth and continued maintenance during the growing stage.

PMU has verified the works and compile a progressive report for progress of works outlined in the contract.

PMU is satisfied with the progress of works and is in support of their claim for payment 3.

The amount for claim is **\$333,509.29**.

Approval is hereby sought for payment to be raised accordingly.

Yours sincerely,

Charles Biliki  
Project Manager, PMU



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




Phone:  
677 7308800

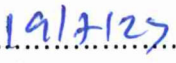
Facebook page:  
[Sol2023 XVII Pacific Games](#)


# NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES

FOR SECRETARIAT OFFICE USE ONLY



  
.....  
Signature

  
.....  
Date

Approved	Not Approved
	

**Mr Christian Nieng**  
Executive Director  
National Hosting Authority



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



Phone:  
677 7308800

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



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

## PAYMENT 3 - CERTIFICATE NO: 04

<b>Payment Schedule Name:</b>	Third progress claim (20%)		
<b>Project Name:</b>	HCC Kukum & White River Fields Turf works & Maintainance.		
<b>Contractor:</b>	AE Enterprise Ltd		
<b>Project Manager</b>	Charles Biliki	<b>Certificate:</b>	PC NO:04
<b>Contract Administrator:</b>	Peter Himane	<b>Date Invoice Received:</b>	6-Jul-23
		<b>Date Issued for payment:</b>	17-Jul-23
		<b>Contract No:</b>	GTB - GFC03/22

A <b>PROGRESS CLAIM SUMMARY</b>				
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	<b>Total Contract</b>	<b>\$ 1,667,546.45</b>		
1	Payment 1 (20%)	\$ 333,509.29		Paid
2	Variation 01	\$ 166,754.00		Paid
3	Payment 2 (20%)	\$ 333,509.29		Paid
4	Payment 3 (20%)	\$ 333,509.29		This claim
5	<b>Progress Claim to date</b>	<b>\$ 1,167,281.87</b>		
6	<b>Original Contract Value</b>	<b>\$ 1,667,546.45</b>		
7	<b>Adjusted Contract Value</b>	<b>\$ 1,834,300.45</b>		
8	<b>Balance of Contract Payment</b>	<b>\$ 667,018.58</b>		

B <b>PAYMENT DETAILS</b>			
	Variation payment for this claim	\$ 333,509.29	
	Retention-Purchaser retains 5% of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 333,509.29	

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

Payment is hereby certified:

.....  
Charles Biliki (Project Manager)

17/7/23  
.....  
Date

Complianced and approved by:

.....  
Peter Himane (Contract Administrator)

17/7/23  
.....  
Date

Claim is hereby approved for payment by:

.....  
Leeroy Bird (Executive Director - PMU)

18/7/23  
.....  
Date

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



# INVOICE

## A.E. Enterprises Limited

P.O BOX 698  
HONIARA, SOLOMON ISLANDS  
PHONE: 74 97540 FAX: 26076  
MOBLIE: 74 46798

INVOICE # 0003  
6<sup>th</sup> July 2023

TO: Project Management Unit  
National Hosting Authority  
Honiara. Solomon Islands

### KUKUM AND WHITE RIVER FIELD

QTY	DESCRIPTION			TOTAL AMOUNT
1	Payment claim No. 3 shall be made upon certificate of Bermuda grass, nurturing, growth and continued maintenance during growth stage.  <b>KUKUM AND WHITE RIVER FIELDS</b>			SDB \$333,509.29
<b>TOTAL:</b>				<b>SDB\$333,509.29</b>

DATE:

SIGNATURE:

**MAKE ALL CHEQUES PAYABLE TO AE ENTERPRISES LIMITED**

**THANK YOU FOR YOUR BUSINESS.**



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

**PROJECT MANAGEMENT UNIT  
PROGRESSIVE REPORT**

<b>PROJECT DETAILS:</b>	
<b>DOCUMENT NAME</b>	HCC Kukum & White River Turf works
<b>CONTRACT #</b>	GTB – GFC03/22
<b>CONTRACTOR</b>	AE Enterprise Ltd
<b>CONTRACT START DATE</b>	20 <sup>th</sup> July 2022
<b>REPORTING PERIOD</b>	10 <sup>th</sup> May to 13 July 2023
<b>REPORT PREPARED BY</b>	Charles Biliki

## **Inspection Summary**

AE Enterprise Ltd have notified the Project Management Unit as they have continued maintenance, nurturing of Bermuda grass during this growing stage for the upgrade of HCC Kukum & White river fields turf works on the 6<sup>th</sup> July 2023 which qualifies the contractor for 20% third progress payment claim as per the contract.



PMU team have visited the sites to inspect the progress of the works. As per contract payment schedule, contractor is eligible for 20% claim upon nurturing of Bermuda grass, and maintenance during growth stage.





<b>WBS</b>	<b>TASK NAME</b>
7	Grass nurturing
8	Maintenance during growth stage.

After inspection, The Project Management team has verified that contractor has continue and progressed on all works that qualifies them for the 20% third progress payment.

Refer summary below for work details.

**Summary of progress:**

Activity	Photos	Status
<p>One month and 3 three weeks Bermuda grass growth.</p>		<p>Progressing</p>
		<p>Progressing</p>

<p>Mowing of Bermuda grass done twice a week.</p>			<p>Progressing.</p>
			<p>Progressing.</p>
<p>White river field seed germination 12 days after seed planting.</p>			<p>Progressing.</p>
<p>Project Manager Comments.</p>	<p>All works progressing and have complied with contract terms.</p>		
<p>Project Manager sign off.</p>		<p>Charles Biliki Project Manager.</p>	



**CONTRACT**

**FOR**

**TURF WORKS AND MAINTENANCE SERVICES FOR  
COMMUNITY FIELDS IN HONIARA FOR PACIFIC  
GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3  
WHITERIVER HCC FIELD**

**GTB REFERENCE NUMBER: GTB-GFC03/22**

**BETWEEN**

**SOLOMON ISLANDS GOVERNMENT  
NATIONAL HOSTING AUTHORITY**

**AND**

**AE ENTERPRISES LIMITED**

**LOT 2 & LOT 3**

**July 2022**

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## CONTRACT LETTER

1. The Government of the Solomon Islands, represented by the National Hosting Authority, legally represented in this matter by the *Chairman, Dr Jimmie Rogers* hereinafter referred to as the Employer,

*And*

2. **AE ENTERPRISES LIMITED** which has its registered office at **Ranadi-Honiara-Solomon Islands**, legally represented in this matter by **Abraham Eke** hereinafter referred to as the Contractor,

*Have agreed as follows:*

3. Both parties have agreed for the contractor to perform the works specified as **TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND WHITERIVER HCC FIELD**

5. The total Price for both Lots shall be **SB\$1,667,546.45**, The agreed price for the execution of the Works is fixed for the duration of the Contract.

6. The works shall be completed within **Six (6) Months** for each lot from the Contract Commencement date. Construction of various lots may happen simultaneously.

7. 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.

8. 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.

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

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

- this Contract Letter
- Section I - the General Conditions of Contract
- Section II - The Special Conditions of Contract
- Section III - Payment Schedule
- Section IV – Annexes to the Contract
  - i. Annex A – Tender Award Letter
  - ii. Annex B – Contractor's Tender Forms
  - iii. Annex C – Contractor's Performance Securing Declaration
  - iv. Annex D – Contractor's Priced Bill of Quantities
  - v. Contractor's Work Schedule
  - vi. Project Requirements

vii. Design Drawings

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

12. 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.

1. FOR THE NATIONAL HOSTING AUTHORITY


2. FOR THE CONTRACTOR

Name: Christian Nieng

Name: Abraham Eke

Title: Executive Director  
Secretariat  
National Hosting Authority

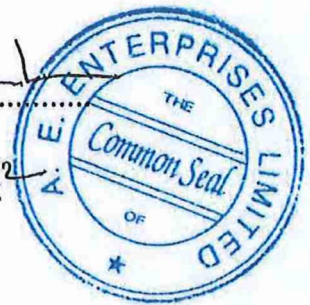
Title: Managing Director  
AE Enterprises Limited

Signature: 

Signature: 

Date: 20/7/22

Date: 18/7/22



COUNTER-SIGNING BY

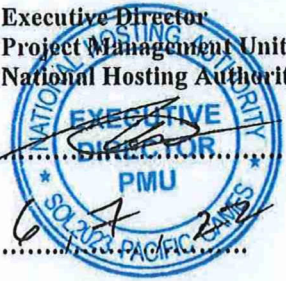
FOR THE NATIONAL HOSTING AUTHORITY

Name: Eldon Tapa

Title: Executive Director  
Project Management Unit  
National Hosting Authority

Signature: 

Date: 



## SECTION I: 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:

### Article 1 Definitions

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

### Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect on the basis of the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

#### **Article 5 Inspection**

- 5.1 At the Employer's request, the Works may be regularly inspected by the Employer, or a third party designated by the Employer during the execution of the Contract. However, the Employer is not obliged to carry out such an Inspection.
- 5.2 If the Employer wishes to inspect the Works:
  - a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
  - b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
  - c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.
- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

#### **RELATIONS BETWEEN THE PARTIES**

##### **Article 6 Contacts**

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

#### **Article 7 Method of notification**

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

#### **Article 8 Confidentiality**

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

### **FINANCIAL PROVISIONS**

#### **Article 9 Prices**

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

#### **Article 10 Invoicing and payment**

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions

of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.

- 10.4 The Employer will withdraw retention payments of 5% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

#### **Article 11 Advance**

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.
- 11.2 The maximum amount to be advanced will be 20% of the contract works amount and the advance payment will be recovered over the next two milestone payments.

#### **NON-PERFORMANCE AND DISSOLUTION**

##### **12. Penalty**

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

##### **Article 13 Non-performance**

- 13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.
- 13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

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

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

#### **Article 14 Liability**

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

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

#### **Article 15 Force majeure**

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

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

Or

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

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

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

#### **Article 16 Dissolution**

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

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

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

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

#### **Article 17 Retention of right to demand compliance**

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

### **MISCELLANEOUS**

#### **Article 18 Documentation**

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

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

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

#### **Article 19 Assignment of rights and obligations under the Contract**

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

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

#### **Article 20 Insurance**

20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3<sup>rd</sup> 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 II: SPECIAL 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
<b>1. Definitions</b>	1.5	<p><b>a. THE EMPLOYER IS:</b></p> <p>National Hosting Authority P.O. Box 2443 Sea King Building Honiara, Solomon Islands</p> <p><b>b. THE CONTRACTOR:</b></p> <p>AE Enterprises Limited P.O.BOX 698 Mob: 7446798 Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a></p> <p><b>c. THE LOCATION SITE IS:</b></p> <p>i. Kukum HCC Field East Honiara, Solomon Islands</p> <p>ii. Whiteriver HCC Field West Honiara, Solomon Islands</p>
	1.12	<ul style="list-style-type: none"> <li>• <b>THE PROJECT MANAGER IS:</b> Charles Biliki Project Management Unit National Hosting Authority Email: <a href="mailto:JVave@sol2023.com.sb">JVave@sol2023.com.sb</a></li> <li>• <b>THE ASSISTANT PROJECT MANAGER IS:</b> Project Management Unit National Hosting Authority Email: <a href="mailto:CBiliki@sol2023.com.sb">CBiliki@sol2023.com.sb</a></li> </ul>
	1.13	<ul style="list-style-type: none"> <li>• <b>THE CONTRACT ADMINISTRATOR IS:</b></li> </ul>

		<p>Peter Himane  Contract Manager  National Hosting Authority  Email: <a href="mailto:PHimane@sol2023.com.sb">PHimane@sol2023.com.sb</a></p>
<b>1. Delivery of the Works</b>	3.1	<p>The works shall be completed within <b>120 days</b> for each Lot from the Contract Commencement date. <i>Note: For 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></p>
<b>2. Guarantee</b>	4.5	<p>The Defects Liability Period shall be <b>Three (3) Months</b>, 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</p>
	4.6	<p>This Contract must be supported by a duly-signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.</p>
<b>3. Inspection</b>	5.1	<p>Inspection and tests by the Employer or 3<sup>rd</sup> 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 undertaken at all times during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.</p>
<b>5. Contacts</b>	6.1	<p><b>THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS:</b></p> <p>Eldon Tapa  Executive Director  Project Management Unit  <a href="mailto:ETepa@sol2023.com.sb">ETepa@sol2023.com.sb</a>  Mob: 677- 7580094</p> <p><b>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:</b>  Abraham Eke</p>

		AE Enterprise Limited Ranadi Industrial Site Honiara-Solomon Islands Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a> Mob: 677 7446798
<b>6. Prices</b>	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.
<b>7. Payment</b>	10.1	Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim. If there is a difference between the assessed works completed and the claim amount the Contractor is to adjust the claim to match the value of the completed works. Progressive payments are stated in the Payment Schedule as in SECTION III of the Contract.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>8. Advance Payment</b>	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
<b>9. Penalty (Liquidated Damages)</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.
<b>10. Contractors Liability</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Employer and Contractor.
<b>11. Insurances</b>	20.1	Contractor shall provide with their tender the following proof of insurance: - Workmen's Compensation As required by SI Law

	<ul style="list-style-type: none"> <li>- Third Party Liability                    SBD 2,000,000</li> <li>- Equipment for use in Project        Replacement Value</li> </ul> <p>The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:</p> <ol style="list-style-type: none"> <li>a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,</li> <li>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</li> <li>c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.</li> </ol>
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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\$1,667,546.45
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	PAYABLE AMOUNT
Payment No.1	Payment of (20%) Shall be paid to the Contractor upon Mobilization, site set out, screening of topsoil.	\$333,509.29	\$333,509.29
Payment No. 2	Payment of (20%) Shall be made upon completion of laying of topsoil, apply of weed killers, fertilizing, and growing of Bermuda seeds to all fields.	\$333,509.29	\$333,509.29
Payment No. 3	Payment of 20% shall be made upon certification of Bermuda grass nurturing, growth and continued maintenance during growth stage.	\$333,509.29	\$333,509.29
Payment No. 4	Payment of 35% shall be made upon certification of Bermuda grass growth of to maturity and approved certification that it is fit for use and issuance of Practical Certificate	\$583,641.26	\$583,641.26
Payment No. 5 Defects Liability Period	Retention payment of 5% shall be paid Upon completion of three months service and maintenance starting when the certificate of practical completion is issued.	\$83,377.32	\$83,377.32
		<b>\$1,667,546.45</b>	<b>\$1,667,546.45</b>



**SECTION IV: ANNEXES TO CONTRACT**

**ANNEX A: TENDER AWARD LETTER**



**ANNEX B: CONTRACTOR'S TENDER FORMS**



**ANNEX C: PERFORMANCE SECURING DECLARATION**



**ANNEX D: CONTRACTOR'S PRICED BILL OF QUANTITIES**



**ANNEX E: CONTRACTOR'S WORK SCHEDULE**



**ANNEX F: PROJECT REQUIREMENTS**

## TURF WORKS AND MAINTENANCE REQUIREMENTS

### 1. Background

The National Hosting authority requires sands to as part of its facilities development. The community fields are paramount as they will be used for the games come 2023. To meet minimum standard upgrade has been agreed where turf works is needed to ensure that the playing surfaces meets requirements. NHA requires Turf works to meet this requirement.

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

- Water- storage capacity of 45000 liters
- Irrigation system – pipes; sprinklers; hoses, etc.
- Pump; 7.5kW @ 5 liters/sec @ 600kpa (minimum)
- Power at pump site; local 240volts
- Fungicide chemicals; 20kg Zineb (for establishment diseases)
- Fertilizers; (to be specified by NHA hired consultant)
- Reel mower suitable for the project.
- Knap sack sprayer preferable with 3 nozzle booms.
- Seeds (to be supplied by NHA)
- Heavy machineries (supplied by NHA)
- Earth moving Machineries

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

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

#### PLAYING FIELD DIMENSIONS AND AMOUNT OF TOPSOIL REQUIRED

No.	Field	Total Dimension of field (incl. Fence area)		Area m <sup>2</sup>	Initial Topsoil Thickness m	Initial Amount of Topsoil required m <sup>3</sup>	Topsoil Thickness m	Amount of Topsoil required m <sup>3</sup>
		L	W					
1	HCC Kukum Field	96	64	6144	0.1	614.4	0.15	921.6
2	HCC White River Field	74	57	4218	0.1	421.8	0.15	632.7

## WORKS REQUIREMENT AND SPECIFICATIONS

### 1. INTRODUCTION

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

### SPECIFIC SCOPE OF WORKS

The contractors shall follow the following requirements,

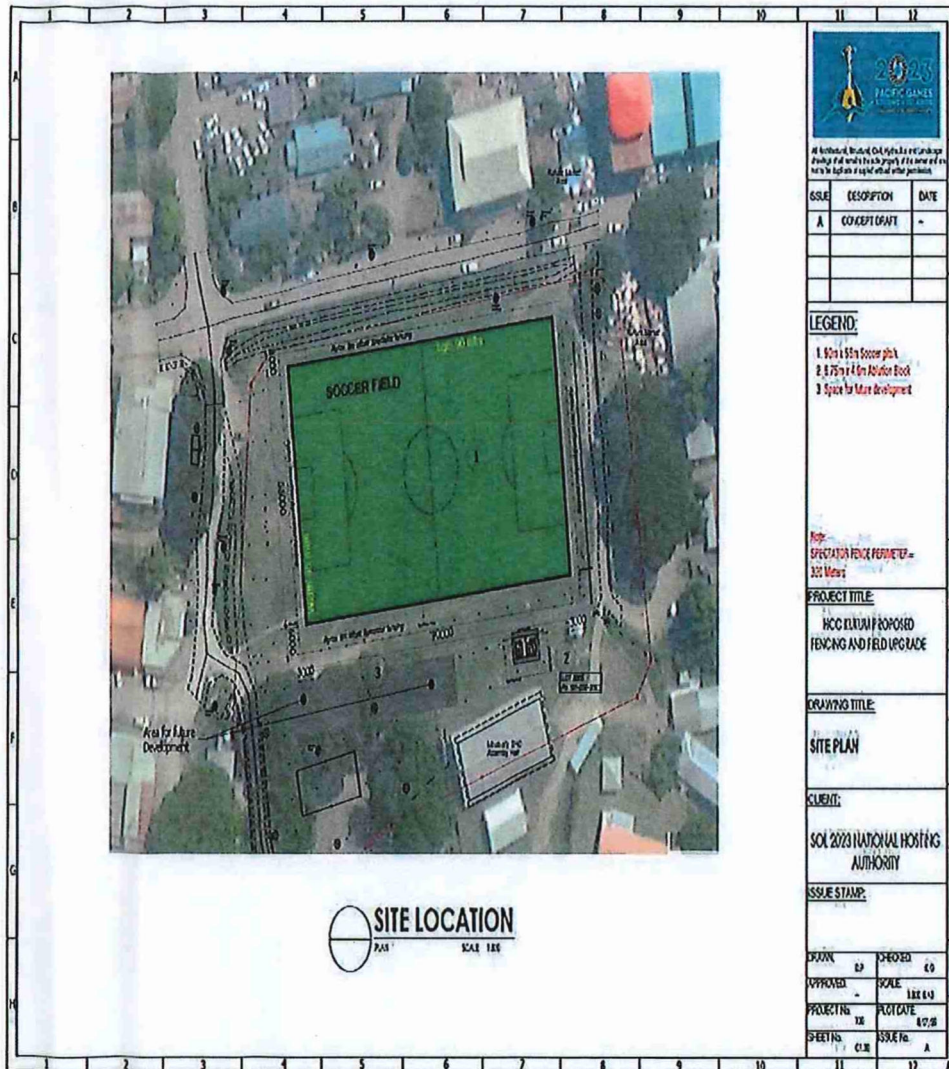
- Screening of topsoil prior to installation 100mm on the fields.
- Shall ensure that the soil delivered on site by third party contractor is approved and qualified for such use.
- Topsoil after screened is placed at the thickness of 150mm onto the fields prior to planting of grass seeds.
- Set up irrigation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

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

## SITE MAP & LOCATION OF FIELDS

Stated in the sketch designs are the three fields HCC-Kukum & HCC White River.

### LOT 2: Kukum Field



**LOT 3: White River**



### 1.1 Personal Protective Equipment (PPE)

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

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

### 1.2 Specific Safety Requirements

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

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

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

### 1.3 Quality

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

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

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

### 1.4 Environment

Environmental measures for the project are to include:

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

### 1.5 Project Administration

Authorised Representative	The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English.
Pre – Start Meeting	A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities.
Project Meetings	Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor.
Project Reporting	The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum: <ul style="list-style-type: none"> <li>• Project progress and timeline update</li> <li>• Key issues and blockages</li> <li>• Pending approvals</li> <li>• Safety summary</li> <li>• Quality summary</li> <li>• Equipment summary</li> <li>• Staff records</li> <li>• Photographic records</li> </ul>

	<ul style="list-style-type: none"> <li>• Project Finance update</li> </ul>
Payment Claims	<p>Payment Claims are to be presented to the Employer's Representative/Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment.</p>
Work Hours	<p>Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the Contractor and approval provided by the Employer's representative.</p>





**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	✓		
<i>Signed</i> Draft Contract ( <b>not yet signed by Supplier</b> )	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		✓		
<b>Compliance checks required and done by Procurement</b>				
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)			
<b>Data entry checks for PV and Cheque payments done by Finance Department</b>				
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: ANDREA HICKINS - CA FAW

Date: 18/07/2023

**Procurement section Compliance performed by:**

Signed: \_\_\_\_\_

Name and Position: \_\_\_\_\_

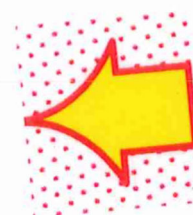
Date: \_\_\_\_\_

**Finance Department Compliance performed by:**

Signed: \_\_\_\_\_

Name and Position: \_\_\_\_\_

Date: \_\_\_\_\_



4<sup>th</sup> payment



# 2023 PACIFIC GAMES OFFICE

## Approval /Signature Required

Supplier Name: AE ENST. - Payment 4 (35%) for Tree Works & Maintenance @ Kukum & White River HCC Fields (GMB-AFCO 3/23)

- 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 \_\_\_\_\_

28/11/23

Comments:  
ED - Not yet authorized on 28/11/23 - maybe exceed daily limit.



## Your Reference

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

## Held for Authorisation Transaction Number AHJ20608

### Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 539,868.16

Transfer From Amount: SBD 539,868.16

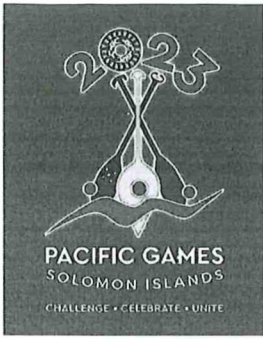
Indicative :

My Reference: Paymnt No.4-35%

Payment Details

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





NATIONAL HOSTING AUTHORITY

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

AE ENTERPRISE LIMITED  
HONIARA

PAYMENT VOUCHER	
DATE	27/11/2023

Cheque Number IB  
Total Amount Paid \$539,868.16

Payment No.04 (35%) for Turf works & Maintanace for Kukum & White River HCC Fields upgrade.GTB-GFC - 03/22.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000671	27/07/2022	\$1,684,221.37	\$1,079,735.72	\$539,868.16



Payment Voucher Prepared By: \_\_\_\_\_ Date: 27/11/23

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**PAYMENT SCHEDULE**  
**HCC KUKUM & WHITE RIVER TURF WORKS**  
**AE ENTERPRISES LIMITED**

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			<b>1,667,546.45</b>				
	No.1	20%	333,509.29		25,013.20	<b>308,496.09</b>	Paid
	No.2	20%	333,509.29		25,013.20	<b>308,496.09</b>	Paid
20/07/2023	No.3	20%	333,509.29		25,013.20	<b>308,496.09</b>	paid
27/11/2023	No.4	35%	583,641.26		43,773.09	<b>539,868.16</b>	Payment in progress ✓
	No.5	5%	83,377.32		6,253.30	<b>77,124.02</b>	
9/12/2022	VARIATION No.01		166,754.00		12,506.55	<b>154,247.45</b>	Paid
<b>TOTAL</b>			<b>1,834,300.45</b>	-	<b>137,572.53</b>	<b>1,696,727.92</b>	

AGR86544



# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMO-1135/23

DEPARTMENT: PMO

## PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Payment progress of 35% for the completion of Turf works & Maintenance for Kokon & White River HCC fields (CONTRACT NO CFB-GFC 03/22)	AE ENTERPRISE LTD	INVOICE NO #0004	\$583,641-26
<b>TOTALS</b>					\$583,641-26
<b>Approval is requested to incur expenditure on the above</b> Estimated Cost (SBD): <u>\$583,641-26</u> Date: <u>21/01/23</u> Requisition Officer (Name): <u>SOLEANA UALUANE</u> Sign: <u>[Signature]</u>			Account Code: <u>6-2717</u> Account Name: <u>Other Local / Other Cost</u> Funds available on this account: _____		
<b>Supervisors Certification (Accountable Officers):</b> Certifying Officer (Name): <u>LEEROY BIRD</u> Sign: <u>[Signature]</u> Post: <u>ED (PMO)</u> Department: <u>CFC Project Management Unit</u>			<b>Authority is granted for expenditure not exceeding:</b> SBD \$ <u>583,641.26</u> Signed: <u>[Signature]</u> Name: <u>[Signature]</u> Note: Authority for expenditure must be given by accounting officer or his/her delegated Compliance Check by: <u>[Signature]</u> Signature: _____		
<b>Threshold Checklist</b> Payment requires one quote (10,000 below) <input type="checkbox"/> Payment requires three quotes (\$10,000.00 above) <input type="checkbox"/> Is it a ITB Contract Payment <input type="checkbox"/> Is it a GTB Contract Payment <input type="checkbox"/> Payment is a Bid Waiver <input type="checkbox"/>			Name: <u>Peter H. Tamona</u> Date: <u>24/1/23</u> Position: <u>C.P.M.</u>		



**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

Copy of signed

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/OTB	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		N/A		
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		/		
<b>Compliance checks required and done by Procurement</b>				
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)		/	
<b>Data entry checks for PV and Cheque payments done by Finance Department</b>				
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 ELECTRICIAN)

Date: 22/11/23

**Procurement section Compliance performed by:**

Signed: [Signature]

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

Date: 24/11/23

**Finance Department Compliance performed by:**

Signed: [Signature]

Name and Position: Linley H

Date: 24/11/2023

# NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



## MEMORANDUM

*[Handwritten signature]* 22/11/23  
*[Handwritten signature]* 22/11/23  
.....  
Signature Date

**To:** Executive Director, NHA  
**Thru:** Executive Director, PMU  
**From:** Charles Biliki, PMU  
**Ref:** Payment 4 (Completion) GTB – GFC 03/22  
**Date:** Friday 17<sup>th</sup> Nov 2023



**SUBJECT: PAYMENT 4 (35% COMPLETION) FOR GTB-GFC 03/22 TURF WORKS & MAINTAINANCE FOR KUKUM & WHITE RIVER HCC FIELDS UPGRADE.**

Dear ED,

Kindly find attached invoice from **AE Enterprise Ltd** for payment 4 (35% completion payment). As per signed contract, the contractor is entitled to 35% completion payment of the contract sum upon certification of Bermuda grass growth to maturity and completion of six-month maintenance period.

PMU has verified the works and compile a completion report for the works outlined in the contract.

PMU is satisfied with the completion works and is in support of their claim for completion payment.

The amount for claim is **\$583,641.26**

Approval is hereby sought for payment to be raised accordingly.

Yours sincerely,

*[Handwritten signature]*

Charles Biliki  
Project Manager, PMU



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



Phone:  
677 7308800

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



# INVOICE

## A.E. Enterprises Limited

P.O BOX 698  
HONIARA, SOLOMON ISLANDS  
PHONE: 74 97540 FAX: 26076  
MOBLIE: 74 46798

INVOICE # 0004  
8<sup>th</sup> November 2023

TO: Project Management Unit  
National Hosting Authority  
Honiara. Solomon Islands

### KUKUM AND WHITE RIVER FIELD

QTY	DESCRIPTION		TOTAL AMOUNT
1	Payment 4  Payment of 35% made upon certificate of Bermuda grass growth of to maturity and approved certificate that it is fit for use and issuance of Practical certificate.  <b>KUKUM AND WHITE RIVER FIELDS</b>		SDB \$583,641.26
<b>TOTAL:</b>			<b>SDB\$583,641.26</b>

DATE: 8/11/2023

SIGNATURE: 

**MAKE ALL CHEQUES PAYABLE TO AE ENTERPRISES LIMITED**

**THANK YOU FOR YOUR BUSINESS.**



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

## PAYMENT 4 (COMPLETION) - CERTIFICATE NO: 05

<b>Payment Schedule Name:</b>	Payment 4 - 35% Completion payment		
<b>Project Name:</b>	HCC Kukum & White River Fields Turf works & Maintenance.		
<b>Contractor:</b>	AE Enterprise Ltd		
<b>Project Manager</b>	Charles Biliki	<b>Certificate:</b>	PC NO:05
<b>Contract Administrator:</b>	Soleana Gagahe	<b>Date Invoice Received:</b>	8-Nov-23
		<b>Date Issued for payment:</b>	17-Nov-23
		<b>Contract No:</b>	GTB - GFC03/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	<b>Total Contract</b>	<b>\$ 1,667,546.45</b>		
1	Payment 1 (20%)	\$ 333,509.29		Paid
2	Variation 01	\$ 166,754.00		Paid
3	Payment 2 (20%)	\$ 333,509.29		Paid
4	Payment 3 (20%)	\$ 333,509.29		Paid
5	Payment 4 (35%)	\$ 583,641.26		This Claim
6	<b>Progress Claim to date</b>	<b>\$ 1,750,923.13</b>		
7	<b>Original Contract Value</b>	<b>\$ 1,667,546.45</b>		
8	<b>Adjusted Contract Value</b>	<b>\$ 1,834,300.45</b>		
9	<b>Balance of Contract Payment</b>	<b>\$ 83,377.32</b>		

B	PAYMENT DETAILS		
	Payment amount for this claim	\$ 583,641.26	
	Retention-Purchaser retains 5% of this payment pursuant to clause	\$ -	
	Amount payable for this claim after Retention	\$ 583,641.26	

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

Payment is hereby certified:

.....  
Charles Biliki (Project Manager)

17/11/23  
.....  
Date

Complianced and approved by:

.....  
Soleana Gagahe (Contract Administrator)

21/11/23  
.....  
Date

Claim is hereby approved for payment by:

.....  
Leeroy Bird (Executive Director - PMU)

22/11/23  
.....  
Date

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

# Practical Completion Certificate

---

Contract: HCC Kukum & White River fields Turf Works: GTB\_GFC\_ 03/22

Location: East & West Honiara

Description: HCC Kukum & White River Fields Turf Works

## Practical Completion

Practical Completion means that the Contract Works or a Separate Section of the contract attain Practical Completion when:

- (a) they are able to be used for their intended purpose without material inconvenience;
- (b) they have generally been built in accordance with the Contract documents;
- (c) they are complete except for:
  - (i) minor defects and minor omissions for completion during the Defects Liability Period;
  - (ii) omissions and defects which the Architect becomes aware of during the Defects Liability Period;
  - (iii) any undiscovered, latent or other defect or omission which the Architect could not have reasonably discovered;
  - (iv) work which the Architect and the Contractor have agreed to defer for completion during the Defects Liability Period, or such later date as agreed between the parties.
- (d) Information and warranties listed in the Specific Conditions have been provided.

## This Certificate

This is to certify that the Contract Works have been inspected and qualified for Practical Completion on **31<sup>st</sup>/10/23**

Inspection of the aforementioned works has been carried out on **1<sup>st</sup>/11/23**

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. No waiver of this clause by the Architect shall be effective unless it is in writing.

Issued by:

*CHARLET BILAKI*  
(Project Manager)

*[Signature]*

17/11/23

(Date)

Signed by/date:

*Leeroy - B*  
(Executive Director)

*[Signature]*

22/11/23

(Date)

Copy to  
Contractor



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

## PROJECT MANAGEMENT UNIT COMPLETION REPORT

<b>PROJECT DETAILS:</b>	
<b>DOCUMENT NAME</b>	HCC Kukum & White River Turf works
<b>CONTRACT #</b>	GTB – GFC03/22
<b>CONTRACTOR</b>	AE Enterprise Ltd
<b>CONTRACT START DATE</b>	20 <sup>th</sup> July 2022
<b>REPORTING PERIOD</b>	13 July to 1 <sup>st</sup> Nov 2023
<b>REPORT PREPARED BY</b>	Charles Biliki

## **Inspection Summary**

AE Enterprise Ltd have notified the Project Management Unit as they have completed the six months maintenance period and maturity of the grass for the upgrade of HCC Kukum & White river fields turf works on the 31<sup>st</sup> Oct 2023 which qualifies the contractor for 35% completion payment as per the contract.



PMU team have visited the sites to inspect the completed works. As per contract payment schedule, contractor is eligible for 35% completion payment after six months maintenance period and maturity of the Bermuda grass to certification of the field that fit for use.

<b>WBS</b>	<b>TASK NAME</b>
9	Maintenance during growth to maturity.
10	Certification of the field to fit for use.

After inspection, The Project Management team has verified that contractor has completed all works that qualifies them for the 35% completion payment.

Refer summary below for work details.

**Summary of completed works:**

<b>Activity</b>	<b>Photos</b>	<b>Status</b>
<p>Kukum field after six months of maintenance and growth period. The field has been certified for use.</p>		<p>Completed</p>
		



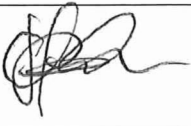
		
		

White River field after six months of maintenance and growth to maturity period. The field has been certified for use.



Completed



		
		
Project Manager Comments.	All works completed and have complied with contract terms.	
Project Manager sign off.		Charles Biliki Project Manager.



**CONTRACT**

**FOR**

**TURF WORKS AND MAINTENANCE SERVICES FOR  
COMMUNITY FIELDS IN HONIARA FOR PACIFIC  
GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3  
WHITERIVER HCC FIELD**

**GTB REFERENCE NUMBER: GTB-GFC03/22**

**BETWEEN**

**SOLOMON ISLANDS GOVERNMENT  
NATIONAL HOSTING AUTHORITY**

**AND**

**AE ENTERPRISES LIMITED**

**LOT 2 & LOT 3**

**July 2022**

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## CONTRACT LETTER

1. The Government of the Solomon Islands, represented by the National Hosting Authority, legally represented in this matter by the *Chairman, Dr Jimmie Rogers* hereinafter referred to as the Employer,

*And*

2. **AE ENTERPRISES LIMITED** which has its registered office at **Ranadi-Honiara-Solomon Islands**, legally represented in this matter by **Abraham Eke** hereinafter referred to as the Contractor,

*Have agreed as follows:*

3. Both parties have agreed for the contractor to perform the works specified as **TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND WHITERIVER HCC FIELD**

5. The total Price for both Lots shall be **SB\$1,667,546.45**, The agreed price for the execution of the Works is fixed for the duration of the Contract.

6. The works shall be completed within **Six (6) Months** for each lot from the Contract Commencement date. Construction of various lots may happen simultaneously.

7. 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.

8. 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.

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

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

- this Contract Letter
- Section I - the General Conditions of Contract
- Section II - The Special Conditions of Contract
- Section III - Payment Schedule
- Section IV – Annexes to the Contract
  - i. Annex A – Tender Award Letter
  - ii. Annex B – Contractor's Tender Forms
  - iii. Annex C – Contractor's Performance Securing Declaration
  - iv. Annex D – Contractor's Priced Bill of Quantities
  - v. Contractor's Work Schedule
  - vi. Project Requirements

vii. Design Drawings

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

12. 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.

1. FOR THE NATIONAL HOSTING AUTHORITY

2. FOR THE CONTRACTOR

Name: Christian Nieng

Name: Abraham Eke

Title: Executive Director  
Secretariat  
National Hosting Authority

Title: Managing Director  
AE Enterprises Limited

Signature: 

Signature: 

Date: 20/7/2023

Date: 18/7/2023



COUNTER-SIGNING BY

FOR THE NATIONAL HOSTING AUTHORITY

Name: Eldon Tapa

Title: Executive Director  
Project Management Unit  
National Hosting Authority

Signature: 

Date: 



## SECTION I: 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:

### Article 1 Definitions

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

### **Article 4 Guarantee**

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect on the basis of the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

#### **Article 5 Inspection**

- 5.1 At the Employer's request, the Works may be regularly inspected by the Employer, or a third party designated by the Employer during the execution of the Contract. However, the Employer is not obliged to carry out such an Inspection.
- 5.2 If the Employer wishes to inspect the Works:
  - a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
  - b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
  - c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.
- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

#### **RELATIONS BETWEEN THE PARTIES**

##### **Article 6 Contacts**

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

**Article 7 Method of notification**

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

**Article 8 Confidentiality**

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

**FINANCIAL PROVISIONS**

**Article 9 Prices**

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

**Article 10 Invoicing and payment**

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions

of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.

- 10.4 The Employer will withdraw retention payments of 5% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

#### **Article 11 Advance**

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.
- 11.2 The maximum amount to be advanced will be 20% of the contract works amount and the advance payment will be recovered over the next two milestone payments.

#### **NON-PERFORMANCE AND DISSOLUTION**

##### **12. Penalty**

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

##### **Article 13 Non-performance**

- 13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.
- 13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

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

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

#### **Article 14 Liability**

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

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

#### **Article 15 Force majeure**

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

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

Or

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

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

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

#### **Article 16 Dissolution**

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

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

#### **Article 17 Retention of right to demand compliance**

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

### **MISCELLANEOUS**

#### **Article 18 Documentation**

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

#### **Article 19 Assignment of rights and obligations under the Contract**

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

#### **Article 20 Insurance**

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3<sup>rd</sup> 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 II: SPECIAL 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
<b>1. Definitions</b>	1.5	<p><b>a. THE EMPLOYER IS:</b></p> <p>National Hosting Authority P.O. Box 2443 Sea King Building Honiara, Solomon Islands</p> <p><b>b. THE CONTRACTOR:</b></p> <p>AE Enterprises Limited P.O.BOX 698 Mob: 7446798 Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a></p> <p><b>c. THE LOCATION SITE IS:</b></p> <p>i. Kukum HCC Field East Honiara, Solomon Islands</p> <p>ii. Whiteriver HCC Field West Honiara, Solomon Islands</p>
	1.12	<ul style="list-style-type: none"> <li>• <b>THE PROJECT MANAGER IS:</b> Charles Biliki Project Management Unit National Hosting Authority Email: <a href="mailto:JVave@sol2023.com.sb">JVave@sol2023.com.sb</a></li> <li>• <b>THE ASSISTANT PROJECT MANAGER IS:</b> Project Management Unit National Hosting Authority Email: <a href="mailto:CBiliki@sol2023.com.sb">CBiliki@sol2023.com.sb</a></li> </ul>
	1.13	<ul style="list-style-type: none"> <li>• <b>THE CONTRACT ADMINISTRATOR IS:</b></li> </ul>

		<p>Peter Himane  Contract Manager  National Hosting Authority  Email: <a href="mailto:PHimane@sol2023.com.sb">PHimane@sol2023.com.sb</a></p>
1. Delivery of the Works	3.1	<p>The works shall be completed within <b>120 days</b> for each Lot from the Contract Commencement date. <b>Note:</b> <i>For 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></p>
2. Guarantee	4.5	<p>The Defects Liability Period shall be <b>Three (3) Months</b>, 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</p>
	4.6	<p>This Contract must be supported by a duly-signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.</p>
3. Inspection	5.1	<p>Inspection and tests by the Employer or 3<sup>rd</sup> 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 undertaken at all times during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.</p>
5. Contacts	6.1	<p><b>THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS:</b></p> <p>Eldon Tapa  Executive Director  Project Management Unit  <a href="mailto:ETepa@sol2023.com.sb">ETepa@sol2023.com.sb</a>  Mob: 677- 7580094</p> <p><b>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:</b>  Abraham Eke</p>

		<p>AE Enterprise Limited  Ranadi Industrial Site  Honiara-Solomon Islands  Email: <a href="mailto:abaek86@gmail.com">abaek86@gmail.com</a>  Mob: 677 7446798</p>
<b>6. Prices</b>	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.
<b>7. Payment</b>	10.1	<p>Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.</p> <p>If there is a difference between the assessed works completed and the claim amount the Contractor is to adjust the claim to match the value of the completed works.</p> <p>Progressive payments are stated in the Payment Schedule as in SECTION III of the Contract.</p>
	10.6	<p>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:  <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a></p>
<b>8. Advance Payment</b>	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
<b>9. Penalty (Liquidated Damages)</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.
<b>10. Contractors Liability</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Employer and Contractor.
<b>11. Insurances</b>	20.1	<p>Contractor shall provide with their tender the following proof of insurance:</p> <ul style="list-style-type: none"> <li>- Workmen's Compensation As required by SI Law</li> </ul>

	<ul style="list-style-type: none"> <li>- Third Party Liability                    SBD 2,000,000</li> <li>- Equipment for use in Project    Replacement Value</li> </ul> <p>The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:</p> <ul style="list-style-type: none"> <li>a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,</li> <li>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</li> <li>c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.</li> </ul>
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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 Contractor's performance and claims. Upon inconsistencies of work schedule and claims, this schedule supersedes contractor's work schedule where it shall be revised to compromise with this schedule.*

CONTRACT VALUE			SBD\$1,667,546.45
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	PAYABLE AMOUNT
Payment No.1	Payment of (20%) Shall be paid to the Contractor upon Mobilization, site set out, screening of topsoil.	\$333,509.29	\$333,509.29
Payment No. 2	Payment of (20%) Shall be made upon completion of laying of topsoil, apply of weed killers, fertilizing, and growing of Bermuda seeds to all fields.	\$333,509.29	\$333,509.29
Payment No. 3	Payment of 20% shall be made upon certification of Bermuda grass nurturing, growth and continued maintenance during growth stage.	\$333,509.29	\$333,509.29
Payment No. 4	Payment of 35% shall be made upon certification of Bermuda grass growth of to maturity and approved certification that it is fit for use and issuance of Practical Certificate	\$583,641.26	\$583,641.26
Payment No. 5 Defects Liability Period	Retention payment of 5% shall be paid Upon completion of three months service and maintenance starting when the certificate of practical completion is issued.	\$83,377.32	\$83,377.32
		<b>\$1,667,546.45</b>	<b>\$1,667,546.45</b>

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**SECTION IV: ANNEXES TO CONTRACT**





**ANNEX B: CONTRACTOR'S TENDER FORMS**



**ANNEX C: PERFORMANCE SECURING DECLARATION**



**ANNEX D: CONTRACTOR'S PRICED BILL OF QUANTITIES**



**ANNEX E: CONTRACTOR'S WORK SCHEDULE**





**ANNEX F: PROJECT REQUIREMENTS**

## TURF WORKS AND MAINTENANCE REQUIREMENTS

### 1. Background

The National Hosting authority requires sands to as part of its facilities development. The community fields are paramount as they will be used for the games come 2023. To meet minimum standard upgrade has been agreed where turf works is needed to ensure that the playing surfaces meets requirements. NHA requires Turf works to meet this requirement.

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

- Water- storage capacity of 45000 liters
- Irrigation system – pipes; sprinklers; hoses, etc.
- Pump; 7.5kW @ 5 liters/sec @ 600kpa (minimum)
- Power at pump site; local 240volts
- Fungicide chemicals; 20kg Zineb (for establishment diseases)
- Fertilizers; (to be specified by NHA hired consultant)
- Reel mower suitable for the project.
- Knap sack sprayer preferable with 3 nozzle booms.
- Seeds (to be supplied by NHA)
- Heavy machineries (supplied by NHA)
- Earth moving Machineries

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

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

#### PLAYING FIELD DIMENSIONS AND AMOUNT OF TOPSOIL REQUIRED

No.	Field	Total Dimension of field (incl. Fence area)		Area m <sup>2</sup>	Initial Topsoil Thickness m	Initial Amount of Topsoil required m <sup>3</sup>	Topsoil Thickness m	Amount of Topsoil required m <sup>3</sup>
		L	W					
1	HCC Kukum Field	96	64	6144	0.1	614.4	0.15	921.6
2	HCC White River Field	74	57	4218	0.1	421.8	0.15	632.7

## **WORKS REQUIREMENT AND SPECIFICATIONS**

### **1. INTRODUCTION**

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

### **SPECIFIC SCOPE OF WORKS**

The contractors shall follow the following requirements,

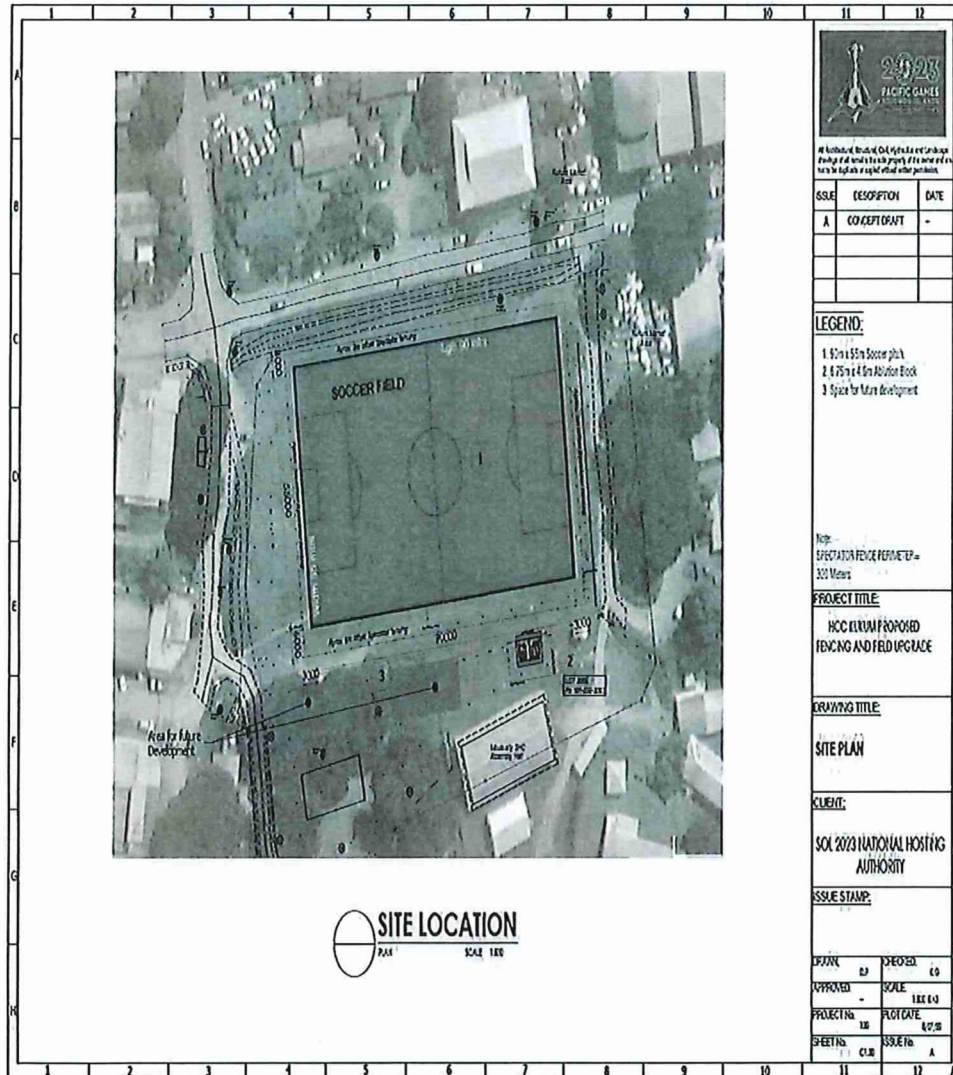
- Screening of topsoil prior to installation 100mm on the fields.
- Shall ensure that the soil delivered on site by third party contractor is approved and qualified for such use.
- Topsoil after screened is placed at the thickness of 150mm onto the fields prior to planting of grass seeds.
- Set up irrigation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

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

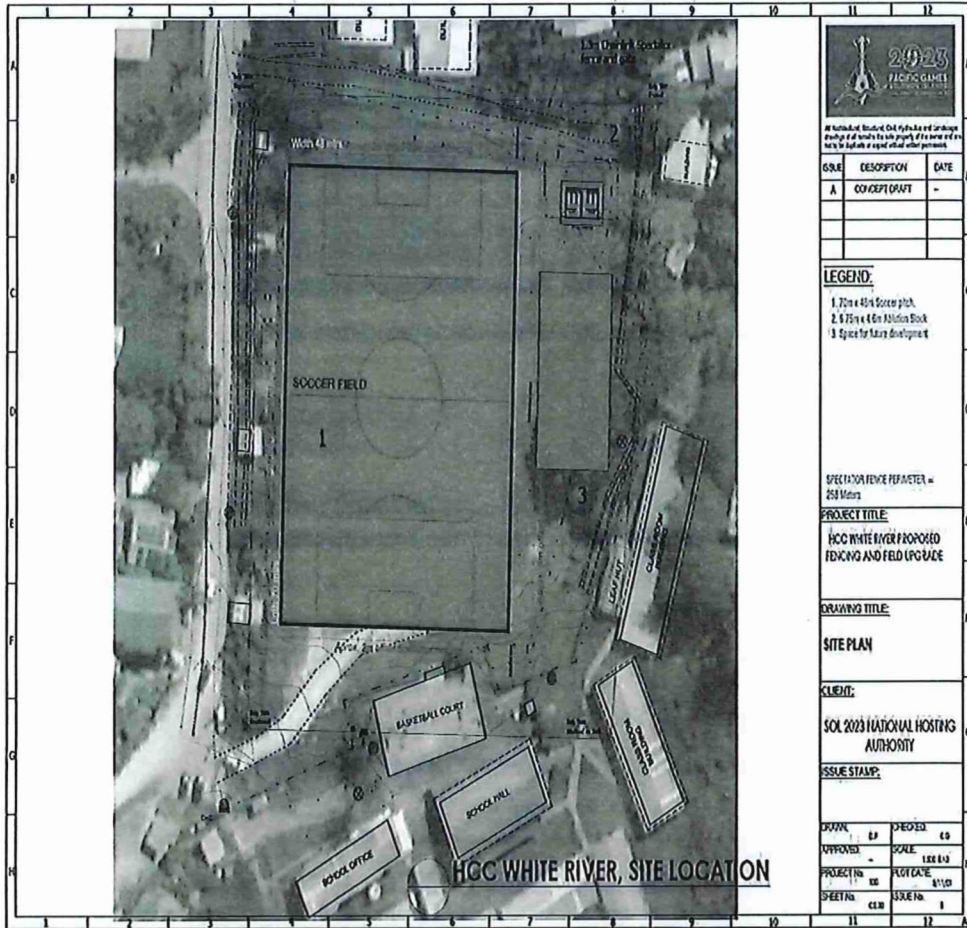
## SITE MAP & LOCATION OF FIELDS

Stated in the sketch designs are the three fields HCC-Kukum & HCC White River.

### LOT 2: Kukum Field



**LOT 3: White River**



### 1.1 Personal Protective Equipment (PPE)

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

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

### 1.2 Specific Safety Requirements

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

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

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

### 1.3 Quality

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

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

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

### 1.4 Environment

Environmental measures for the project are to include:

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

### 1.5 Project Administration

Authorised Representative	The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English.
Pre – Start Meeting	A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities.
Project Meetings	Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor.
Project Reporting	The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum: <ul style="list-style-type: none"> <li>• Project progress and timeline update</li> <li>• Key issues and blockages</li> <li>• Pending approvals</li> <li>• Safety summary</li> <li>• Quality summary</li> <li>• Equipment summary</li> <li>• Staff records</li> <li>• Photographic records</li> </ul>

	<ul style="list-style-type: none"> <li>• Project Finance update</li> </ul>
Payment Claims	<p>Payment Claims are to be presented to the Employer's Representative /Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment.</p>
Work Hours	<p>Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the Contractor and approval provided by the Employer's representative.</p>





**GAMES TENDER BOARD  
NATIONAL HOSTING AUTHORITY**

Date: 23<sup>rd</sup> June 2022

To: Mr Abraham Eke  
AE Enterprises Limited  
P.O.BOX 698  
Honiara  
Solomon Islands

Dear Sir,

**AWARD OF CONTRACT FOR TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3 WHITERIVER HCC FIELD- PACIFIC GAMES 2023 (GTB-GFC03/22)**

The Games Tender Board (GTB) has deliberated on the evaluation and recommendations submitted for endorsement of the above contract name.

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your bid for TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3 WHITERIVER HCC FIELD-GTB-GFC03/22. You have been awarded with Lots 2 and 3 respectively with the Total Contract Value of **SB\$1,667,546.45**.

**Mr. 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 is in place.

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

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

Yours Sincerely,



Mr. Tony Vave  
GTB Secretary/Project Manager – City Wide  
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board  
FC – National Hosting Authority  
Secretariat Executive Director  
GFC Executive Director  
PMU Executive Director

5<sup>th</sup> payment



## 2023 PACIFIC GAMES OFFICE

### Approval /Signature Required

Supplier Name:

AE ENT - 5% Retention - HCC Kekeum & White River Fields  
CITB - AFC 03/22

- |                      |                                     |                    |                        |
|----------------------|-------------------------------------|--------------------|------------------------|
| 1) Minute            | <input checked="" type="checkbox"/> | Sign by ED         | _____                  |
| 2) Requisition       | <input checked="" type="checkbox"/> | Compliance Officer | _____ Sign by ED _____ |
| 3) Payment Voucher   | <input checked="" type="checkbox"/> | Sign by FC         | _____ Sign by ED _____ |
| 4) LPO               | <input type="checkbox"/>            | Sign by FC         | _____ Sign by ED _____ |
| 5) IB Authorisations | <input checked="" type="checkbox"/> | Sign by FC         | _____ Sign by ED _____ |

Comments:



### Transaction or Request Lodgement Receipt

**Transaction or Request Description:** ANZ to Other Bank Transfer

**Transaction or Request Status:** Posted

**Date / Time:** 14/03/2024 11:41

**Transaction Number:** AHX82470

**Transaction Details:**

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 77,124.02

Transfer From Amount: SBD 77,124.02

Indicative :

My Reference: Turf Works-Field

**Payment Details**

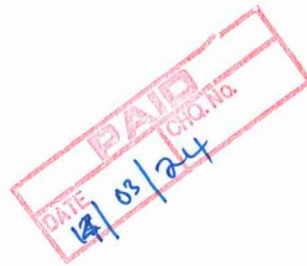
Account Name: AE Enterprise Ltd

Account Number: 2001115217

Bank Name: Bank of South Pacific

Reference To Payee : INV#05-Kuk&WRive

Pay Date : 14/03/2024



**Comments:**

\*\*\*\*\* Authorisation Details \*\*\*\*\*

14/03/2024 11:41 Pauline Tovua

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

14/03/2024 12:01 Christian Nieng

Authorised -ANZ to Other Bank Transfer

Comments : Verified

14/03/2024 13:22 Debbie Ofaeri Sifoni

Authorised -ANZ to Other Bank Transfer

14/03/2024 13:22 Debbie Ofaeri Sifoni

Transaction Processed

\*\*\*\*\*

©Copyright Australia and New Zealand Banking Group Limited ABN 11 005 375 522, 1996-2024. ANZ's colour blue is a trade mark of ANZ.

## Your Reference

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

## Held for Authorisation Transaction Number AHX82470

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### Transaction Details

ANZ to Other Bank Transfer

From Account: 5691140

Transfer Amount in Local Currency: SBD 77,124.02

Transfer From Amount: SBD 77,124.02

Indicative :

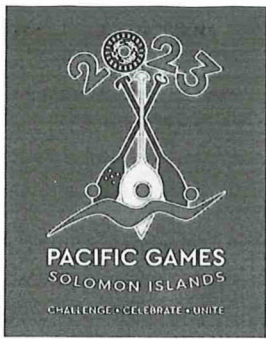
My Reference: Turf Works-Field

Payment Details

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



14103124



NATIONAL HOSTING AUTHORITY

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

PAYMENT VOUCHER	
DATE	12/03/2024

AE ENTERPRISE LIMITED  
hONIARA

Cheque Number    IB TRANS  
Total Amount Paid    \$77,124.02

Final Payment No.05 (5%) for Turf works & Maintanace for Kukum & White River HCC Fields upgrade.GTB-GFC - 03/22.

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
	00000671	27/07/2022	\$1,696,727.92	\$1,619,603.88	\$77,124.02



*[Handwritten signature]*  
12/3/24

Payment Voucher Prepared By: *[Signature]* Date: 12/03/24

Signature of Claimant: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**PAYMENT SCHEDULE**  
**HCC KUKUM & WHITE RIVER TURF WORKS**  
**AE ENTERPRISES LIMIRTED**

Date	Payment No.		Award Amount	Retention 5%	With Holding Tax 7.5%	Amount Paid	Status
			<b>1,667,546.45</b>				
	No.1	20%	333,509.29		25,013.20	308,496.09	Paid
	No.2	20%	333,509.29		25,013.20	308,496.09	Paid
20/07/2023	No.3	20%	333,509.29		25,013.20	308,496.09	paid
27/11/2023	No.4	35%	583,641.26		43,773.09	539,868.16	Paid
12/03/2024	No.5	5%	83,377.32		6,253.30	77,124.02	Payment in progress
9/12/2022	VARIATION No.01		166,754.00		12,506.55	154,247.45	Paid
<b>TOTAL</b>			<b>1,834,300.45</b>	-	<b>137,572.53</b>	<b>1,696,727.92</b>	



# NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1354/24

DEPARTMENT: PMU

## PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Release of retention (5%) payment upon completion of 3 months Service & Maintenance from date of Practical Completion for Turf Works for HEC Kakum & White river fields - Contracts No. ATB-GFC03/22	AE Enterprise Limited	Inv# 0005	\$83,377.32
TOTALS					\$83,377.32

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$83,377.32 Date: 05/03/24

Requisition Officer (Name): Soleana G Sign: [Signature]

Account Code: 6-2717

Account Name: Other Local other Cost.

Funds available on this account: \_\_\_\_\_

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): Leony Bird Sign: [Signature]

Post: ED-PMU

Department: PMU

Authority is granted for expenditure not exceeding:

SBD\$ 83,377.32

Signed: [Signature]

Name: [Signature]

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

**Threshold Checklist**

Payment requires one quote (10,000 below)	<input type="checkbox"/>
Payment requires three quotes (\$10,000.00 above)	<input type="checkbox"/>
Is it a ITB Contract Payment	<input type="checkbox"/>
Is it a GTB Contract Payment	<input type="checkbox"/>
Payment is a Bid Waiver	<input type="checkbox"/>

Compliance Check by: [Signature] Signature

Name: Tumau B Date: 06/03/24

Position: P.C.O

**NATIONAL HOSTING AUTHORITY  
XVII 2023 PACIFIC GAMES**

**MEMORANDUM**

**To:** Executive Director, NHA  
**Thru:** Executive Director, PMU  
**From:** Graham Lilo, PMU  
**Ref:** GKL-290224  
**Date:** Thursday 29<sup>th</sup> February 2024

  
.....  
Signature

6/03/24  
.....  
Date

**SUBJECT: RELEASE OF RETENTION (5%) PAYMENT UPON COMPLETION OF 3 MONTHS SERVICE & MAINTENANCE FROM DATE OF PRACTICAL COMPLETION FOR TURF WORKS FOR HCC KUKUM & WHITERIVER FIELDS – CONTRACT NO: GTB-GFC03/22**

Dear ED,

Kindly find attached Close Out documents for **AE Enterprises Limited** for completion of their 3 months maintenance and service period (DLP) for Contract for Turf Works for HCC Kukum & Whiteriver Community Fields– GTB-GFC03/22.

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

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

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

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

The amount for claim is **\$83,377.32**.  
Contractor: **AE Enterprises Limited**

Approval is hereby sought for payment to be raised accordingly.

Yours sincerely,



**Graham Lilo**  
Project Manager  
Project Management Unit



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



Phone:

677 7308800

Facebook page:  
Sol2023 XVII Pacific  
Games



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

## PAYMENT 5 (RETENTION) - CERTIFICATE NO 6

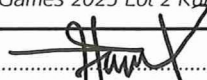
Payment Schedule Name:	Payment 5 (Retention)		
Project Name:	Turf Works & Maintenance Services for Community Fields in Honiara for Pacific Games 2023 Lot 2 Kukum HCC Field and Lot 3 White River HCC Field		
Contractor:	AE Enterprises Limited		
Project Manager	Charles Biliki/Graham Lilo	Certificate:	PC - 06
Contract Administrator:	Soleana Gagahe	Date Invoice Received:	02-Feb-24
		Date Issued for payment:	29-Feb-24
		Contract No:	GTB-GFC03/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 1,667,546.45		
1	Payment 1 (20%)	\$ 333,509.29	\$ 333,509.29	Already paid
2	Variation Payment 01	\$ 166,754.00	\$ 166,754.00	
3	Payment 2 (20%)	\$ 333,509.29	\$ 333,509.29	Already paid
4	Payment 3 (20%)	\$ 333,509.29	\$ 333,509.29	Already paid
5	Payment 4 (35%)	\$ 583,641.26	\$ 583,641.26	Already paid
6	Payment 5 - Retention (5%)	\$ 83,377.32	\$ 83,377.32	This Claim
7				
8	Progress Claim to date	\$ 1,834,300.45		
9	Original Contract Value	\$ 1,667,546.45		
10	Total Adjusted Contract Value	\$ 1,834,300.45		
11	Balance of Contract Payment	\$ -		

B	PAYMENT DETAILS		
	Progress payment for this claim	\$ 83,377.32	
	Retention-Purchaser retains 5% of this payment pursuant to clause		
	Amount payable for this claim after Retention	\$ 83,377.32	

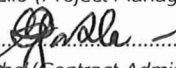
Payment is certified as conform to payments terms and conditions as stated in Part IV: Payment Schedule of the Contract for Turf Works & Maintenance Services for Community Fields in Honiara for Pacific Games 2023 Lot 2 Kukum HCC Field and Lot 3 White River HCC Field

Payment is hereby certified:

  
 .....  
 Graham Lilo (Project Manager)

05/03/24  
 .....  
 Date

Complianced and approved by:

  
 .....  
 Soleana Gagahe (Contract Administrator)

05/03/24  
 .....  
 Date

Claim is hereby approved for payment by:

  
 .....  
 Leeroy Bird (Executive Director - PMU)

05/03/24  
 .....  
 Date

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



# INVOICE

## A.E. Enterprises Limited

P.O BOX 698  
HONIARA, SOLOMON ISLANDS  
PHONE: 74 97540 FAX: 26076  
MOBLIE: 74 46798

INVOICE # 0005  
8<sup>th</sup> November 2023

TO: Project Management Unit  
National Hosting Authority  
Honiara. Solomon Islands

### KUKUM AND WHITE RIVER FIELD

QTY	DESCRIPTION			TOTAL AMOUNT
1	Payment 4  Payment of 5% shall be paid upon completion of three months service and maintenance starting when the certificate of practical completion is issued..  <b>KUKUM AND WHITE RIVER FIELDS</b>			SDB \$83,377.32
<b>TOTAL:</b>				<b>SDB\$83,377.32</b>

DATE: 8/11/23

SIGNATURE:

**MAKE ALL CHEQUES PAYABLE TO AE ENTERPRISES LIMITED**

**THANK YOU FOR YOUR BUSINESS.**



P O BOX 2443 National Stadium, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

### Certificate Of Final Completion

<b>PROJECT NAME:</b>	Turf Works and Maintenance Services for Community Fields in Honiara for Pacific Games 2023 Lot 2 Kukum HCC Field and Lot 3 Whiteriver HCC Field	<b>NHA PROJECT REF</b>	06 HCC & SINU FIELDS
<b>CONTRACT NO:</b>	GTB GFC03/22	<b>CERTIFICATE NO:</b>	1
<b>CONTRACTOR:</b>	AE ENTERPRISES LIMITED	<b>PROJECT SITE:</b>	HCC KUKUM & WHITERIVER FIELDS
<b>WORK TYPE:</b>	TURF WORKS & MAINTENANCE	<b>DPL (Defect Liability Period)</b>	3 MONTHS
<b>DATE ISSUED OF PRACTICAL COMPLETION CERTIFICATE:</b>	31/10/23	<b>DEFECT PERIOD LAPSE DATE:</b>	31/01/24

The works performed under this contract has been inspected by the authorized project manager representing Project Management Unit of National Hosting Authority for the aforementioned contract and is hereby declared complete final on this date of 28/02/24.

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

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

**Graham Lilo**  
**Project Manager**

**Soleana Gagahe**  
**Contracts Manager**

**Leeroy Bird**  
**Executive Director**

*Contractor hereby accepts construction project as finally complete*

**Managing Director**  
**AE Enterprises Limited (Contractor)**

**Project Manager**  
**AE Enterprises Limited (Contractor)**





Copy to Contractor

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



PROJECT MANAGEMENT UNIT

### Defect List

<b>Project Name:</b>	Turf Works and Maintenance Services for Community Fields in Honiara for Pacific Games 2023 Lot 2 Kukum HCC Field and Lot 3 Whiteriver HCC Field	<b>Actual date of DLP Lapses:</b>	31/10/23 – 31/01/24 (3 Months)
<b>Project Manager:</b>	Charles Biliki/ Graham Lilo	<b>Project Site:</b>	HCC Kukum & Whiteriver Fields
<b>Project Site Engineer</b>	N/A	<b>Contractor:</b>	AE Enterprises Limited
<b>Defect No.</b>	<b>Defect Description</b>	<b>Rectification works required</b>	<b>Expected Defects rectification Completion – insert # of days required to complete defect</b>
1	General Cleanup and mowing of turf on Field of Play	General Cleanup and mowing of turf on Field of Play	1 day
2			
3			
<p><i>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.</i></p> <p>Issuance of this notice in conformity with the Contract by the Project Manager:  date: 31/01/24</p> <p>Counter Signed by the Contracts Manager:  - Date: 31/01/24</p>			



P O BOX 2443 National Stadium, Honiara Solomon Islands

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PROJECT MANAGEMENT UNIT

## Defects List - Attachment

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

<b>Item.</b>	<b>Photos</b>	<b>Defects</b>
1.	None	
2.		
3.		
4.		
5.		
6.		
7.		
8.		



P O BOX 2443 National Stadium, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

## Defects Liability Rectification Notice

Issued to: AE Enterprises Limited

Defect Liability Notice: 3 Months

Project name: Turf Works and Maintenance Services for Community Fields in Honiara for Pacific Games 2023 Lot 2 Kukum HCC Field and Lot 3 Whiteriver HCC Field

Project Number: GTB – GFC 03/22

Subject: **Final Inspection for any defected Works for Turf Works and Maintenance Services for Community Fields in Honiara for Pacific Games 2023 Lot 2 Kukum HCC Field and Lot 3 Whiteriver HCC Field**

In conformity of your Contract with the National Hosting authority in which your retention payment (10%) held against defect Liabilities as security of your completed works, and following our final inspection of the project on 28th February 2024, it is declared that the project is free of defect.

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

Sincerely

A handwritten signature in black ink, appearing to read "Soleana Gagahe".

Soleana Gagahe  
Contracts Manager  
Project Management Unit



P O BOX 2443 National Stadium, Honiara Solomon Islands

©PH

PROJECT MANAGEMENT UNIT

## Defect Assessment Report.

PROJECT DETAILS:	
<b>PROJECT NAME:</b>	Turf Works and Maintenance Services for Community Fields in Honiara for Pacific Games 2023 Lot 2 Kukum HCC Field and Lot 3 Whiteriver HCC Field
<b>CONTRACT #:</b>	GTB – GFC 03/22
<b>CONTRACTOR:</b>	AE Enterprises Limited
<b>WORK TYPE:</b>	Turf Works
<b>PROJECT SITE:</b>	HCC Kukum & Whiteriver Fields
<b>DEFECTS PERIOD:</b>	3 Months (31/10/23 – 31/01/24)
<b>DEFECTS INSPECTION REPORT DATE:</b>	28 <sup>th</sup> Feb 2024
<b>REPORT PREPARED BY</b>	Graham Lilo



PROJECT MANAGEMENT UNIT

## Inspection Summary

1. **Contractor:**

1.1 AE Enterprises Limited have notified the NHA – PMU of the completion of three (3) months' defects liability period (DFLP) on the 21/02/24

2. **Client - NHA PMU**

2.1 NHA –PMU conducted site inspection on the < 28/02/24>

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

3. **Action**

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

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

4. **Conclusion:**

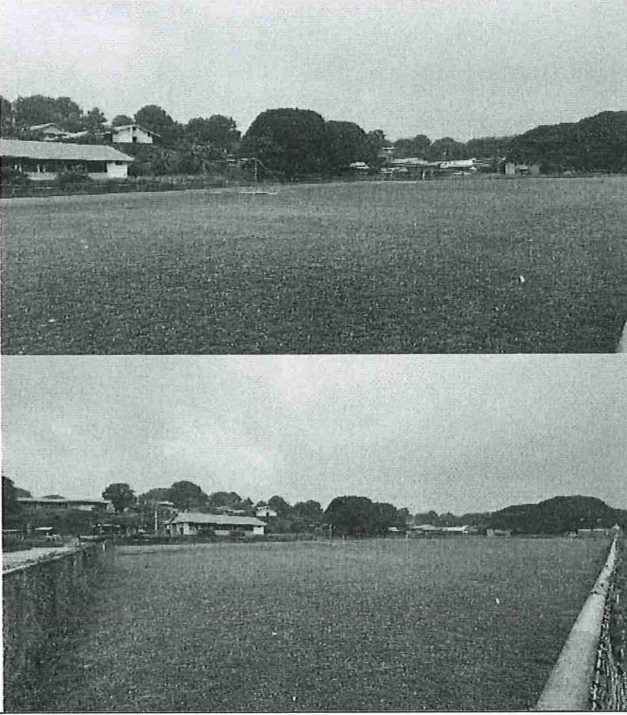
6.1 The contractor began defects rectification work on the 26/02/24 and completed the defects work on the 27/02/24. After final inspection, the Project Manager can confirm that the defects work has been properly completed and satisfactorily rectified by the contractor.

Refer summary below for defects rectified work details.



PROJECT MANAGEMENT UNIT

Summary of defects work rectified by the contractor:

Activity	Photos	Status
General Cleanup and Mowing of turf	 The 'Photos' column contains two vertically stacked black and white photographs. The top photograph shows a wide, flat, open field with a line of trees and buildings in the background under a cloudy sky. The bottom photograph shows a similar view of the field, but with a concrete or stone wall running along the right side of the foreground.	Completed.



P O BOX 2443 National Stadium, Honiara Solomon Islands

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PROJECT MANAGEMENT UNIT

Date: 27/02/24

## DEFECTS COMPLETION REPORT CERTIFICATE

<b>To: Abraham Eke</b> AE Enterprises Limited  <i>(The Contractor)</i>	<b>To: Leeroy Bird</b> Executive Director National Hosting Authority, Project Management Unit. PMU  <i>(The Employer)</i>
<b>Contact person: Abraham Eke</b>	<b>Contact person: Graham Lilo</b>
<b>Address: P.O.Box 698</b> Honiara, SI	<b>Address: Sea King Building</b> P.O. Box 2443, Honiara, SI
<b>Telephone: 7446798</b>	<b>Telephone: 7639417</b>

<b>Contract no: GTB –GFC 03/22</b>
<b>Contract title: Turf Works and Maintenance Services for Community Fields in Honiara for Pacific Games 2023 Lot 2 Kukum HCC Field and Lot 3 Whiteriver HCC Field</b>

DEFECTS CERTIFICATE			
	day	month	year
Practical Completion Certificate achieved on:	31	10	2023
The defect lapse date:	31	01	2024
The end of the last <i>defects correction period</i> is:	27	02	2024
This Defects Certificate Date is:  <i>(at the later of the defects date or the end of the last defects correction period)</i>	28	02	2024
<b>Defect reference</b>	<b>List of Defects modified before the <i>defects date</i> which the <i>Contractor</i> has not corrected</b>  <i>(or if there are no such Defects, a statement that there is none.)</i>		
	Defects identified and corrected. See defects list and report attached.		



PROJECT MANAGEMENT UNIT

Works checked and certified by the Project Manager:

Signature:

Arakham. Lito

Name:

06/03/2024

Date:

Final Approval Certificate

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

Certified by the Executive Director - PMU:

Signature:

Leeroy - B

Name:

6/03/24

Date:



**CONTRACT**

**FOR**

**TURF WORKS AND MAINTENANCE SERVICES FOR  
COMMUNITY FIELDS IN HONIARA FOR PACIFIC  
GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3  
WHITERIVER HCC FIELD**

**GTB REFERENCE NUMBER: GTB-GFC03/22**

**BETWEEN**

**SOLOMON ISLANDS GOVERNMENT  
NATIONAL HOSTING AUTHORITY**

**AND**

**AE ENTERPRISES LIMITED**

**LOT 2 & LOT 3**

**July 2022**

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## CONTRACT LETTER

1. The Government of the Solomon Islands, represented by the National Hosting Authority, legally represented in this matter by the *Chairman, Dr Jimmie Rogers* hereinafter referred to as the Employer,

*And*

2. **AE ENTERPRISES LIMITED** which has its registered office at **Ranadi-Honiara-Solomon Islands**, legally represented in this matter by **Abraham Eke** hereinafter referred to as the Contractor,

*Have agreed as follows:*

3. Both parties have agreed for the contractor to perform the works specified as **TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND WHITERIVER HCC FIELD**

5. The total Price for both Lots shall be **SB\$1,667,546.45**, The agreed price for the execution of the Works is fixed for the duration of the Contract.

6. The works shall be completed within **Six (6) Months** for each lot from the Contract Commencement date. Construction of various lots may happen simultaneously.

7. 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.

8. 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.

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

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

- this Contract Letter
- Section I - the General Conditions of Contract
- Section II - The Special Conditions of Contract
- Section III - Payment Schedule
- Section IV – Annexes to the Contract
  - i. Annex A – Tender Award Letter
  - ii. Annex B – Contractor's Tender Forms
  - iii. Annex C – Contractor's Performance Securing Declaration
  - iv. Annex D – Contractor's Priced Bill of Quantities
  - v. Contractor's Work Schedule
  - vi. Project Requirements

vii. Design Drawings

- 11. The various documents making up this Contract shall be deemed to be mutually explanatory; in cases of a different interpretation, the documents shall prevail in the order in which they appear above.
- 12. 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.

1. FOR THE NATIONAL HOSTING AUTHORITY

2. FOR THE CONTRACTOR

Name: Christian Nieng

Name: Abraham Eke

Title: Executive Director  
Secretariat  
National Hosting Authority

Title: Managing Director  
AE Enterprises Limited

Signature: 

Signature: 

Date: 20/7/2024

Date: 18/7/2024



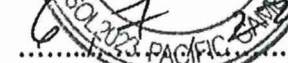
COUNTER-SIGNING BY

FOR THE NATIONAL HOSTING AUTHORITY

Name: Eldon Tapa

Title: Executive Director  
Project Management Unit  
National Hosting Authority

Signature: 

Date: 



## SECTION I: 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:

### Article 1 Definitions

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

### Article 4 Guarantee

- 4.1 The Contractor guarantees that the delivered Works complies with the Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Employer by issuing this Contract, is free of defects and is suitable for the purpose for which the Works are intended. The Works does not comply with the Contract if the Product does not have the characteristics the Employer might expect on the basis of the Contract.
- 4.2 If the Employer has not provided a more detailed description of the requirements to be delivered by the Contractor, the Works should in any event be of good quality and meet at least the Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship, and all requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Employer may no longer refer to the fact that the Works does not comply with the Contract if it has not notified the Contractor accordingly in writing within 60 days of discovering this fact. If the Contractor receives such a notification from the Employer, the Contractor will rectify the defect or non-conformity within a period set by the Employer in accordance with the provisions of article 13.
- 4.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Employer has not accepted explicitly and in writing. The Contractor indemnifies the Employer against all claims in this regard.

- 4.5 The Employer may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract, a guarantee may be required in a form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.6 The Employer may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in the form of a Bankers Guarantee through a bank accepted by the Employer.
- 4.7 The Contractor guarantees the delivery of spare-parts for the equipment delivered under the performance of his contract for the duration of the technical or economical lifespan of the equipment quoted. Special requirements regarding the provision and availability of spare-parts may be requested at time of tendering.

#### **Article 5 Inspection**

- 5.1 At the Employer's request, the Works may be regularly inspected by the Employer, or a third party designated by the Employer during the execution of the Contract. However, the Employer is not obliged to carry out such an Inspection.
- 5.2 If the Employer wishes to inspect the Works:
  - a. the Contractor will allow the Employer, or a third party appointed by the Employer full access to the location where the Contractor is executing the Contract.
  - b. the Contractor will, upon request and at no cost to the Employer, cooperate with the Inspection and facilitate the Employer or a third party appointed by the Employer at the location and reasonable assistance in terms of staff and materials.
  - c. the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by the Contractor. The associated costs will be borne by the Contractor.
- 5.3 If the Employer rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Employer, to rectify without delay, at its own expense and risk, the defects and notify the Employer when the Works are ready for a new Inspection. The provisions of article 5 apply in full. Rejection by the Employer during the first or previous Inspection will not lead to the agreed delivery period being extended.
- 5.4 The approval of the Works by or on behalf of the Employer does not include any approval that the Works complies with the guarantees given in accordance with article 4.

### **RELATIONS BETWEEN THE PARTIES**

#### **Article 6 Contacts**

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

#### **Article 7 Method of notification**

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

#### **Article 8 Confidentiality**

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

### **FINANCIAL PROVISIONS**

#### **Article 9 Prices**

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

#### **Article 10 Invoicing and payment**

- 10.1 The Contractor will invoice the Employer for the delivered Works at the agreed milestones and at the agreed prices in accordance with the Price Schedule. The Contractor will send the invoice to the address specified by the Employer, stating the date and number of the Contract and other details requested by the Employer.
- 10.2 The Contractor will send the invoice in hard copy so that it can be received and processed in accordance with the specifications issued by the Employer.
- 10.3 The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise. The Employer will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions

of the Contract. The Employer has the right to offset invoice amounts owed against amounts that the Contractor owes the Employer.

- 10.4 The Employer will withdraw retention payments of 5% from the Contractors milestone payments. The retention payment will be released to the Contractor at the end of the retention period of six months from the Acceptance of the Works provided that there are no serious defects.
- 10.5 Payment of an invoice by the Employer does not recognize that the Product is in conformity with the guarantees given in accordance with article 4.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted from the invoice before payment.

#### **Article 11 Advance**

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Employer should make an Advance Payment prior to the start of the Works, the Contractor will issue the Employer with a Bank Guarantee for Advance Payment to the value of the advance payment prior to the payment being made to the Contractor.
- 11.2 The maximum amount to be advanced will be 20% of the contract works amount and the advance payment will be recovered over the next two milestone payments.

#### **NON-PERFORMANCE AND DISSOLUTION**

##### **12. Penalty**

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

##### **Article 13 Non-performance**

- 13.1 If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to in article 4, the Employer may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.
- 13.2 If, after receiving a written demand from the Employer, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Employer has the right, without prior recourse to the Courts, to choose between:

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

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

#### **Article 14 Liability**

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

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

#### **Article 15 Force majeure**

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

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

Or

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

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

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

#### **Article 16 Dissolution**

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

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

#### **Article 17 Retention of right to demand compliance**

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

### **MISCELLANEOUS**

#### **Article 18 Documentation**

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

#### **Article 19 Assignment of rights and obligations under the Contract**

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

#### **Article 20 Insurance**

- 20.1 The Contractor has taken out and will retain adequate insurance cover for business related liability, including 3<sup>rd</sup> 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 II: SPECIAL 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
<b>1. Definitions</b>	1.5	<p><b>a. THE EMPLOYER IS:</b></p> <p>National Hosting Authority P.O. Box 2443 Sea King Building Honiara, Solomon Islands</p> <p><b>b. THE CONTRACTOR:</b></p> <p>AE Enterprises Limited P.O.BOX 698 Mob: 7446798 Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a></p> <p><b>c. THE LOCATION SITE IS:</b></p> <p>i. Kukum HCC Field East Honiara, Solomon Islands</p> <p>ii. Whiteriver HCC Field West Honiara, Solomon Islands</p>
	1.12	<ul style="list-style-type: none"> <li>• <b>THE PROJECT MANAGER IS:</b> Charles Biliki Project Management Unit National Hosting Authority Email: <a href="mailto:JVave@sol2023.com.sb">JVave@sol2023.com.sb</a></li> <li>• <b>THE ASSISTANT PROJECT MANAGER IS:</b> Project Management Unit National Hosting Authority Email: <a href="mailto:CBiliki@sol2023.com.sb">CBiliki@sol2023.com.sb</a></li> </ul>
	1.13	<ul style="list-style-type: none"> <li>• <b>THE CONTRACT ADMINISTRATOR IS:</b></li> </ul>

		<p>Peter Himane  Contract Manager  National Hosting Authority  Email: <a href="mailto:PHimane@sol2023.com.sb">PHimane@sol2023.com.sb</a></p>
1. Delivery of the Works	3.1	<p>The works shall be completed within <b>120 days</b> for each Lot from the Contract Commencement date. <b>Note:</b> <i>For 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></p>
2. Guarantee	4.5	<p>The Defects Liability Period shall be <b>Three (3) Months</b>, 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</p>
	4.6	<p>This Contract must be supported by a duly-signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.</p>
3. Inspection	5.1	<p>Inspection and tests by the Employer or 3<sup>rd</sup> 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 undertaken at all times during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.</p>
5. Contacts	6.1	<p><b>THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS:</b></p> <p>Eldon Tapa  Executive Director  Project Management Unit  <a href="mailto:ETepa@sol2023.com.sb">ETepa@sol2023.com.sb</a>  Mob: 677- 7580094</p> <p><b>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:</b>  Abraham Eke</p>

		AE Enterprise Limited Ranadi Industrial Site Honiara-Solomon Islands Email: <a href="mailto:abaeke86@gmail.com">abaeke86@gmail.com</a> Mob: 677 7446798
<b>6. Prices</b>	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.
<b>7. Payment</b>	10.1	Payment for Works carried out under this contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim. If there is a difference between the assessed works completed and the claim amount the Contractor is to adjust the claim to match the value of the completed works. Progressive payments are stated in the Payment Schedule as in SECTION III of the Contract.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: <a href="http://www.ird.gov.sb">http://www.ird.gov.sb</a>
<b>8. Advance Payment</b>	11.1	The first scheduled payment shall be the Mobilization Payment which shall be paid after the project has mobilized, materials have been delivered to site and work is ready to commence.
<b>9. Penalty (Liquidated Damages)</b>	12.1	Applicable rate for the Liquidated damages is: 0.1% per day. Applicable maximum shall not exceed ten (10) percent of the delayed Works Contract Price.
<b>10. Contractors Liability</b>	14.1	Notwithstanding Article 14.1 of the GCC, the Contractors liability is twice the Contract value as stated in the Contract between Employer and Contractor.
<b>11. Insurances</b>	20.1	Contractor shall provide with their tender the following proof of insurance: - Workmen's Compensation As required by SI Law

	<ul style="list-style-type: none"> <li>- Third Party Liability                    SBD 2,000,000</li> <li>- Equipment for use in Project        Replacement Value</li> </ul> <p>The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:</p> <ul style="list-style-type: none"> <li>a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,</li> <li>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</li> <li>c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.</li> </ul>
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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\$1,667,546.45
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	PAYABLE AMOUNT
Payment No.1	Payment of (20%) Shall be paid to the Contractor upon Mobilization, site set out, screening of topsoil.	\$333,509.29	\$333,509.29
Payment No. 2	Payment of (20%) Shall be made upon completion of laying of topsoil, apply of weed killers, fertilizing, and growing of Bermuda seeds to all fields.	\$333,509.29	\$333,509.29
Payment No. 3	Payment of 20% shall be made upon certification of Bermuda grass nurturing, growth and continued maintenance during growth stage.	\$333,509.29	\$333,509.29
Payment No. 4	Payment of 35% shall be made upon certification of Bermuda grass growth of to maturity and approved certification that it is fit for use and issuance of Practical Certificate	\$583,641.26	\$583,641.26
Payment No. 5 Defects Liability Period	Retention payment of 5% shall be paid Upon completion of three months service and maintenance starting when the certificate of practical completion is issued.	\$83,377.32	\$83,377.32
		<b>\$1,667,546.45</b>	<b>\$1,667,546.45</b>

**SECTION IV: ANNEXES TO CONTRACT**

**ANNEX A: TENDER AWARD LETTER**



**ANNEX B: CONTRACTOR'S TENDER FORMS**



**ANNEX C: PERFORMANCE SECURING DECLARATION**



**ANNEX D: CONTRACTOR'S PRICED BILL OF QUANTITIES**



**ANNEX E: CONTRACTOR'S WORK SCHEDULE**



**ANNEX F: PROJECT REQUIREMENTS**

## TURF WORKS AND MAINTENANCE REQUIREMENTS

### 1. Background

The National Hosting authority requires sands to as part of its facilities development. The community fields are paramount as they will be used for the games come 2023. To meet minimum standard upgrade has been agreed where turf works is needed to ensure that the playing surfaces meets requirements. NHA requires Turf works to meet this requirement.

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

- Water- storage capacity of 45000 liters
- Irrigation system – pipes; sprinklers; hoses, etc.
- Pump; 7.5kW @ 5 liters/sec @ 600kpa (minimum)
- Power at pump site; local 240volts
- Fungicide chemicals; 20kg Zineb (for establishment diseases)
- Fertilizers; (to be specified by NHA hired consultant)
- Reel mower suitable for the project.
- Knap sack sprayer preferable with 3 nozzle booms.
- Seeds (to be supplied by NHA)
- Heavy machineries (supplied by NHA)
- Earth moving Machineries

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

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

#### PLAYING FIELD DIMENSIONS AND AMOUNT OF TOPSOIL REQUIRED

No.	Field	Total Dimension of field (Incl. Fence area)		Area m <sup>2</sup>	Initial Topsoil Thickness m	Initial Amount of Topsoil required m <sup>3</sup>	Topsoil Thickness m	Amount of Topsoil required m <sup>3</sup>
		L	W					
1	HCC Kukum Field	96	64	6144	0.1	614.4	0.15	921.6
2	HCC White River Field	74	57	4218	0.1	421.8	0.15	632.7

## **WORKS REQUIREMENT AND SPECIFICATIONS**

### **1. INTRODUCTION**

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

### **SPECIFIC SCOPE OF WORKS**

The contractors shall follow the following requirements,

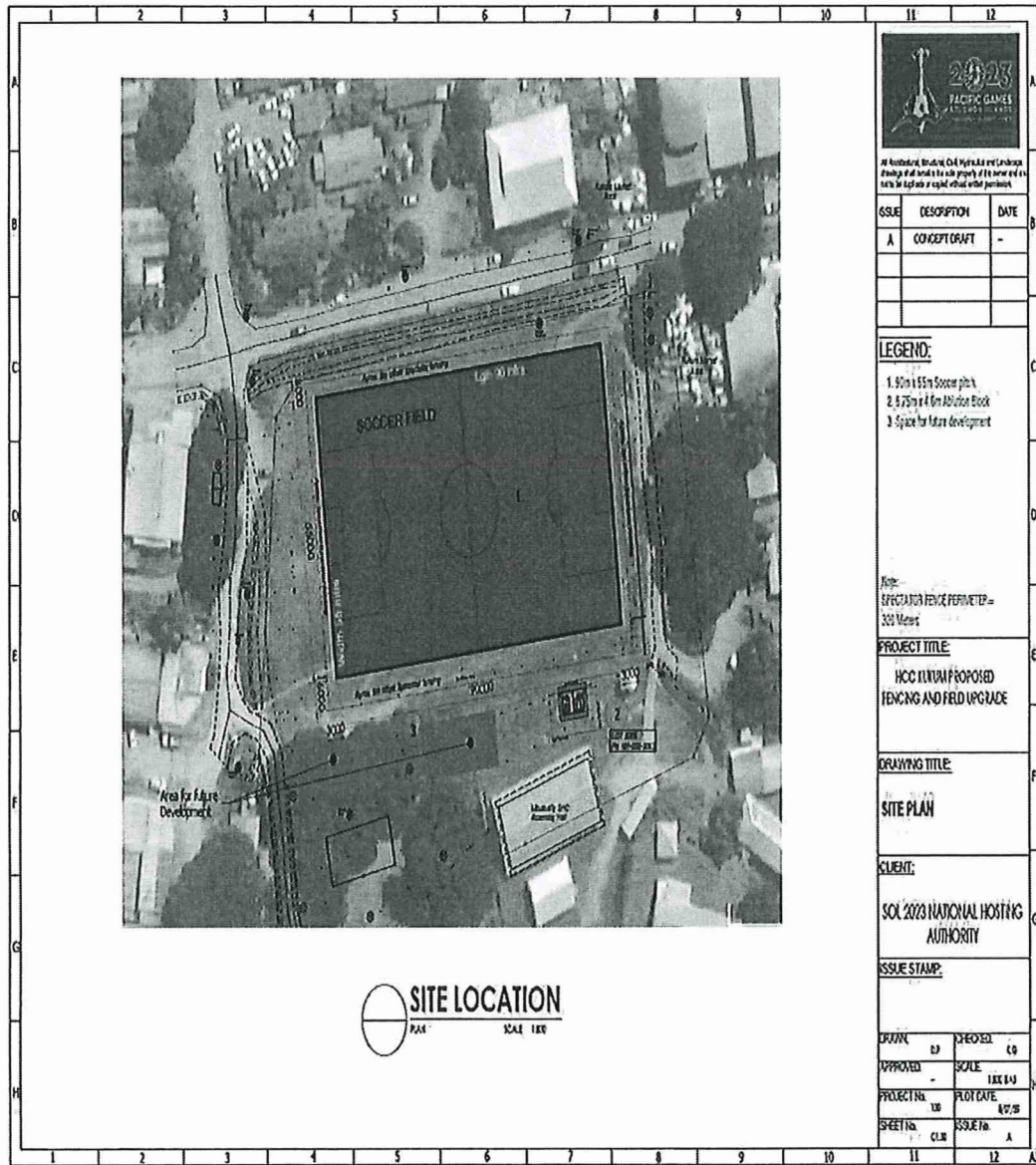
- Screening of topsoil prior to installation 100mm on the fields.
- Shall ensure that the soil delivered on site by third party contractor is approved and qualified for such use.
- Topsoil after screened is placed at the thickness of 150mm onto the fields prior to planting of grass seeds.
- Set up irrigation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

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

## SITE MAP & LOCATION OF FIELDS

Stated in the sketch designs are the three fields HCC-Kukum & HCC White River.

### LOT 2: Kukum Field



**LOT 3: White River**



### 1.1 Personal Protective Equipment (PPE)

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

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

### 1.2 Specific Safety Requirements

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

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

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

### 1.3 Quality

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

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

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

### 1.4 Environment

Environmental measures for the project are to include:

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

### 1.5 Project Administration

Authorised Representative	The Contractor must nominate an authorized representative for all external communications. The authorized representative must be suitably qualified and fluent in the language of English. All communications between parties should be in English.
Pre – Start Meeting	A prestart meeting will be held at the site prior to the commencement of the Works. The objective of the prestart meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the Contractor, Employer and relevant authorities.
Project Meetings	Project Meetings should be held on a fortnightly basis during the contracted period of Works. Attendees should include representatives of the Contractor and Employer. Project meetings may also be held as required at the request of the Employer or the Contractor.
Project Reporting	The Contractor is to submit weekly and monthly project reports and summaries. These reports should detail to a minimum: <ul style="list-style-type: none"> <li>• Project progress and timeline update</li> <li>• Key issues and blockages</li> <li>• Pending approvals</li> <li>• Safety summary</li> <li>• Quality summary</li> <li>• Equipment summary</li> <li>• Staff records</li> <li>• Photographic records</li> </ul>

	<ul style="list-style-type: none"> <li>• Project Finance update</li> </ul>
Payment Claims	<p>Payment Claims are to be presented to the Employer's Representative /Project Manager whenever work associated with a milestone payment has been completed. Proof of completion of the milestone in the form of a monthly site report showing the completed work and a statement from the Contractor must accompany the Payment Claim. Payment Claims will be reviewed by the Employer's representative/Project Manager for approval. Once approval has been provided the Contractor can submit an invoice for payment.</p>
Work Hours	<p>Work hours are generally to be 8.00am to 5.00pm Monday to Friday. Extended work hours can be requested by the Contractor and approval provided by the Employer's representative.</p>

**ANNEX G: DESIGN DRAWINGS**



**GAMES TENDER BOARD  
NATIONAL HOSTING AUTHORITY**

Date: 23<sup>rd</sup> June 2022

To: Mr Abraham Eke  
AE Enterprises Limited  
P.O.BOX 698  
Honiara  
Solomon Islands

Dear Sir,

**WARD OF CONTRACT FOR TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY  
FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3  
WHITERIVER HCC FIELD- PACIFIC GAMES 2023 (GTB-GFC03/22)**

The Games Tender Board (GTB) has deliberated on the evaluation and recommendations submitted for endorsement of the above contract name.

We are pleased to inform you that following a comprehensive assessment of all tender proposals received for this project, GTB has accepted your bid for TURF WORKS AND MAINTENANCE SERVICES FOR COMMUNITY FIELDS IN HONIARA FOR PACIFIC GAMES 2023 LOT 2 KUKUM HCC FIELD AND LOT 3 WHITERIVER HCC FIELD-GTB-GFC03/22. You have been awarded with Lots 2 and 3 respectively with the Total Contract Value of SB\$1,667,546.45.

Mr. 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 is in place.

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

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

Yours Sincerely,



Mr. Tony Yave  
GTB Secretary/Project Manager – City Wide  
National Hosting Authority

Cc: Chairman, Games/Internal Tender Board  
FC – National Hosting Authority  
Secretariat Executive Director  
GFC Executive Director  
PMU Executive Director



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)				
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		/		✓
<b>Compliance checks required and done by Procurement</b>				
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)		/	✓
<b>Data entry checks for PV and Cheque payments done by Finance Department</b>				
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: Luke Jw Pitakoo (PM)

Date: 05/03/24

Procurement section Compliance performed by:

Signed: [Signature]

Name and Position: Taman Bird P.C.O

Date: 06/03/24

Finance Department Compliance performed by:

Signed: [Signature]

Name and Position: N. Vulew

Date: 12/02/24