

NHA-DFAT FUND

ARKAD General Construction
P.O Box 416
Honiara
Solomon Islands

REMITTANCE ADVICE
Date: 22/12/2022

Payment Number: 906491

Payment Amount: \$53,424.79

Mobilization - 20% Labor base contract for Schools

In Payment For:

SUPPLIER INV.	PURCHASE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNTS	PREVIOUS PAYMENTS	CURRENT PAYMENT
GTB-GFC09/22	0945	22/12/2022	\$267,123.93	\$0.00	\$213,699.14	\$53,424.79



Australian and New Zealand Banking Group Limited (ANZ)

STAMP
DUTY
PAID

HONIARA, SOLOMON ISLANDS

DATE 22 12 22
D D M M Y Y

PAY ARKAD GENERAL CONSTRUCTION OR BEARER

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

NOT NEGOTIABLE

SBD 53,424.79

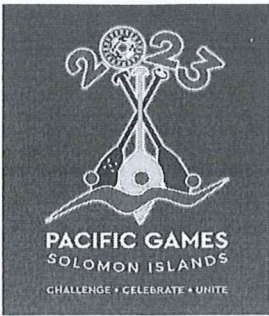
[Signature]
PLEASE SIGN ABOVE THIS LINE

[Signature]
PLEASE SIGN ABOVE THIS LINE

No 906491

NATIONAL BUSINESS AUTHORITY 5091140

Thomas Wata
Hono 28/12/2022



NATIONAL HOSTING AUTHORITY

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

ARKAD GENERAL CONSTRUCTION
P.O Box 416
Honiara

PAYMENT VOUCHER	
DATE	22/12/2022

Cheque Number 906491
~~HB TRANS~~
Total Amount Paid \$53,424.79

Payment No. 01 (20% Mobilisation) Games Village for labour base contract for schools - KGVI carpentry works Lot 2

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
20022 01	00000945	22/12/2022	\$267,123.93	\$0.00	\$53,424.79



Payment Voucher Prepared By: _____

Date: _____

27/12/22

Signature of Claimant: _____

PRINT NAME: _____

THOMAS WATE

PAYMENT SCHEDULE
ARKAD GENERAL CONSTRUCTION
PREFERRED CONTRACTOR FOR GAMES VILLAGE - KGVI / CARPENTRY / A15 / LOT 2

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

OFFICIAL PURCHASE ORDER

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



PO # NHA = 0945

DATE: 22/12/22

Phone: (677)7308800

Email: dsifoni@sol2023.com.sb

Supplier: <u>ARKAD General Construction</u>	Delivery to: <u>PMU</u>
Address: <u>P.O Box 416 Honiara, SI</u>	Attention: <u>Peter Himane</u>
Mobile: <u>7807396</u>	Mobile:
	Delivery Date:

Item	Description	Qty	Price (excl Tax)	Total
	Payment 1 (20% Mobilisation)			\$ 288,782.63
	for labour-based contract for			
	upgrade of schools - Lot 2			
	KGV1 - Carpentry works.			

PLEASE INCLUDE PO NUMBER ON ALL INVOICES

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

NHA Account Name: <u>Other local other cost</u>	NHA Account Code: <u>6-2717</u>
MOFT Account Name:	MOFT Account Code:
Approved by: Signature: <u>[Signature]</u>	Date: <u>22/12/22</u>
[Financial Controller]	
Signature: <u>[Signature]</u>	Date: <u>22/12/22</u>
[CEO]	

Copy 1 White
 Copy 2 Pink
 Copy 3 Yellow

Supplier
 Ordering Department
 Finance

OFFICIAL PURCHASE ORDER

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



PO # NHA: 0948

DATE: 22/12/22

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

Supplier: <u>Arkad' General Construction</u>	Delivery to: <u>PMU</u>
Address: <u>P.O. Box 416 Honiara, S.I.</u>	Attention: <u>Peter Himane</u>
Mobile: <u>78273963 / 7865915</u>	Mobile: <u>906491</u>
Delivery Date:

Item	Description	Qty	Price (excl Tax)	Total
	Payment 1 (20% Mobilisation) for labour-based contract for upgrade of schools - Lot 2 & KGV1 - Carpentry works for			\$288,782.63

PLEASE INCLUDE PO NUMBER ON ALL INVOICES	Subtotal	\$288,782.63
	TAX	
	TOTAL	\$288,782.63

NHA Account Name: <u>Other local other cost.</u>	NHA Account Code: <u>226-2912</u>
MOFT Account Name:	MOFT Account Code:
Approved by: Signature: <u>[Signature]</u>	Date: <u>22/12/22</u>
[Financial Controller]	
Signature: <u>[Signature]</u>	Date: <u>22/12/22</u>
[CEO]	

Copy 1 White
 Copy 2 Pink
 Copy 3 Yellow

Supplier
 Ordering Department
 Finance
 THOMAS WATE



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-203/22
DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment 1 (20% Mobilisation) for Labour-based Contract for Upgrade of Schools - Lot 2 KCVI - Carpentry Works for Sigtone West	Arkad General Construction	INV# 2002201	\$57,756.53
TOTALS					\$57,756.53

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$57,756.53 Date: 21/12/22

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

Account Code: 6-2717

Account Name: other local other costs.

Funds available on this account: _____

Supervisors Certification (Accountable Officers):

Certifying Officer (Name): EDON TEPA Sign: [Signature] ⁸⁰⁰

Post: EXECUTIVE DIRECTOR, PMU

Department: PMU, GFC

Authority is granted for expenditure not exceeding:

SBD\$ 57,756.53

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)

Payment requires three quotes (\$10,000.00 above)

Is it a ITB Contract Payment

Is it a GTB Contract Payment

Payment is a Bid Waiver

Compliance Check by: [Signature] Signature

Name: Daly W. Hoo Date: 21/12/2022

Position: pec



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-283/22

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	L.S	Payment 1 (20% Mobilisation) for Labour-based Contract for Upgrade of Schools - Lot 2 KCVI - Carpentry Works for Sigstone West	Arkad General Construction	INV# 2002201	\$57,756.53
TOTALS					\$57,756.53

Approval is requested to incur expenditure on the above

Estimated Cost (SBD): \$57,756.53 Date: 21/12/22
 Requisition Officer (Name): PETER HIMANE Sign: [Signature]

Account Code: 6-2717
 Account Name: Other local other costs.
 Funds available on this account: _____

Supervisors Certification (Accountable Officers):
 Certifying Officer (Name): EUDON TEPA Sign: [Signature]
 Post: EXECUTIVE DIRECTOR, PMU
 Department: PMU, AFC

Authority is granted for expenditure not exceeding:
 SBD\$ 57,756.53
 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: [Signature] Date: 21/12/2022
 Position: pdc

50.372/52 22/12/22

NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



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



Phone:
677 7308800

Facebook page:
Sol2023 XVII Pacific
Games

MEMORANDUM

To: Executive Director, NHA

Thru: Eldon Tapa, Executive Director, PMU

From: Ronny Saomatangi, PMU

NHA Ref: RS-201222

Date: Tuesday 20th December 2022

My 21/12/22 for [Signature] - 21/12/22

SUBJECT: Request Mobilization Payment 1 (20% for mobilization) for Labour-based Contract for Upgrade of Schools for Arkad general construction– Lot 2

Dear ED,

I refer to the above subject, your approval is hereby sought to Arkad general construction per contract terms and conditions). Details of payment are attached as herewith.

Payment Summary

Contract No	Contract Name	Description of Payment	Percentage	Amount of claim
GTB-GFC09/22	Labour-based Contract for Upgrade of Schools for the Games Village	Mobilization for Arkad general construction	20%	\$57,756.53

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

Kind regards,

Ronny Saomatangi
Project engineer, PMU

[Handwritten Signature]

FOR SECRETARIAT OFFICE USE ONLY

Signature

Date

Mr Christian Nieng
Executive Director
National Hosting Authority

My 22/12/22
EXECUTIVE DIRECTOR

Approved	Not Approved
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Cc. FC

ARKAD GENERAL CONSTRUCTION

PO Box 416, Honiara

Mb#: 7807396
Date: 19/12/2022

Invoice #: 20022 01

INVOICE

Billing Address:

National Hosting Authority
Solomon Islands Government
PO Box 2443
Honiara

Attention: Graham Lilo, Project Management unit

Being for 20% on Labour base contractor for Upgrade of Games Village for Pacific Games 2023 - Lot 2 - King George Sixth National Secondary School - Carpentry works for SIGSTONE West Dormitory.

Item	Description	QTY	Units	Unit Price	Total
1	<i>Lot 2 - King George Sixth National Secondary School</i> <i>King George Sixth National Secondary School - Carpentry works for SIGSTONE West Dormitory.</i>				
	Total Contract Price of SBD 288,782.63				
	Please raise 20% of SBD 57,756.53			\$57,756.53	
	Ref: Refer to our Contract Agreement				
	Total Net Amount 20% Claim				SBD 57,756.53

Make all cheques payable to ARKAD GENERAL CONSTRUCTION

If you have any questions concerning this invoice, contact Thomas Wete

Note: Bank details:

1. BSP bank Account number: 2000782926

Signature:





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

PROGRESS PAYMENT CERTIFICATE NO: 01

Payment Schedule Name:	Payment No. 1		
Project Name:	Labour-based Contract for the Upgrade of Games Village for Pacific Games 2023		
Lot:	Lot 2 KGVI School - Carpentry Works for Sigstone West		
Contractor:	Arkad General Construction		
Project Manager	Graham Lilo	Certificate:	PC - 01
Contract Administrator:	Soleana Gagahe	Date Invoice Received:	20-Dec-22
		Date Issued for payment:	20-Dec-22
		Contract No:	GTB-GFC09/22

A	PROGRESS CLAIM SUMMARY			
REF	PROGRESS CLAIMS	CONTRACT DETAILS	PAYMENT DETAILS	NOTES
	Contract Value	\$ 288,782.63		
1	Payment 1 (20%) - MOBILISATION	\$ 57,756.53	\$ 57,756.53	This Claim
2	Payment 2 - 35%			
3	Payment 3 - 35%			
4	Payment 4 - 10%			
5				
8	Progress Claim to date	\$ 57,756.53		
9	Original Contract Value	\$ 288,782.63		
10	Total Adjusted Contract Value	\$ 288,782.63		
11	Balance of Contract Payment	\$ 231,026.10		

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

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

Payment is hereby certified:	 Graham Lilo (Project Manager)	21 / 12 / 2022 Date
Complied and approved by:	 Peter Himane (Contract Manager)	21 / 12 / 22 Date
Claim is hereby approved for payment by:	 Eldon Tapa (Executive Director - PMU)	21 / 12 / 22 Date

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



**GAMES TENDER BOARD
NATIONAL HOSTING AUTHORITY**

Date: 03rd November 2022

To: Thomas Wate
Managing Director
Arkad General Construction
P.O.BOX 416
Honiara
Solomon Islands

Dear Sir/Madam,

**AWARD OF CONTRACT FOR PREFERRED CONTRACTOR FOR GAMES
VILLAGE – KGV1 / CARPENTRY / A15 / Lot 2**

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

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

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

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

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

Yours Sincerely,



Mr. Leeroy Bird
National Hosting Authority

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

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



CONTRACT AGREEMENT

FOR

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

LOT 2 – KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

CARPENTRY WORKS FOR SIGSTONE WEST DORMITORY

BETWEEN

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

AND

ARKAD GENERAL CONSTRUCTION

(GTB-GFC09/22)

December 2022

<p>3. Delivery of the Works</p>	<p>3.1</p>	<p>The works shall be completed within <insert date> for each Lot from the Contract Commencement date. Note: <i>To this Contract, it a six-day working week is assumed. Therefore, the works shall be completed within weeks of commencement of the Contract. The Contract commences on the day that it has been signed and countersigned by all parties to the Contract.</i></p>
<p>4. Guarantee</p>	<p>4.5</p>	<p>It is for the Purpose of this Contract that the Contractor shall guarantee for quality of workmanship, from the date of acceptance of the Works. The Contractor shall, in addition, comply with the performance as specified in the Contract.</p> <p>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>
	<p>4.6</p>	<p>This Contract must be supported by a duly signed Performance Securing Declaration, acceptable to the Employer, in lieu of a Performance Security.</p>
	<p>4.7, 4.8 & 4.9</p>	<p>The Contractor shall during the execution of project guarantees that all site works comply with the codes and conducts of safeguard policies related to Child Protection, Environmental and social, sexual exploitation abuse and Harassment as stated in Article 4 - Clause 4.7, 4.8 & 4.9 of General and Special Conditions of the Contract (GCC & SCC). Any breach of these clauses shall result with immediate termination of the Contract where all terms and conditions of non-compliance and dissolution of contracts.</p>
<p>5. Inspection</p>	<p>5.1</p>	<p>Inspection and tests by the Employer or 3rd party in name of the Employer regarding the Execution of the Works and the quality levels applied to may be implemented as follows: The time limit for inspection and quality assurance may be always undertaken during the Execution of the Works. There is no need for the Employer or their representative to announce their inspection beforehand.</p>
<p>6. Contacts</p>	<p>6.1</p>	<p>THE EMPLOYER'S AUTHORIZED REPRESENTATIVE FOR THIS CONTRACT IS.</p> <p>Eldon Tapa Executive Director Project management Unit Email: ETepa@sol2023.com.sb</p> <p>THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS:</p>

		<p>Thomas Wate Arkad General Construction P.O. Box 416 Honiara Solomon Islands Email: watethomas445@gmail.com Mob: 7807396</p>
9. Prices	9.1	The Contract price is fixed for the duration of the Contract.
	9.2	Variations of the Contract price may be granted by the Employer provided the request for variation is made prior to the work being undertaken, the variation is assessed by the Employer to be necessary, and the price quoted is reasonable.
10. Payment	10.1	Payment for Works carried out under this Contract shall be made in SBD. The Contractor is to submit a claim for works completed. The Purchaser's Project Manager is to inspect the works and if satisfied that the work is complete and to reasonable standard will authorise payment of the Contractor's claim.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
11. Advance Payment	11.1	There is no advance payment, however, a full and complete payment shall be made upon certification that the works required in this Contract is being completed.
12. Penalty (Liquidated Damages)	12.1	Whilst penalties and liquidated damages may not be applied, the Contractor is required to perform fully the works required.
14. Contractor's Liability	14.1	Whilst it is not required, any Contractor's liability cannot be imposed against the Purchaser and the Contractor takes full responsibility for its own Liabilities.
20. Insurances	20.1	<p>While there is no insurance required, the Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:</p> <ol style="list-style-type: none"> a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment, b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

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CONTRACT AGREEMENT

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

AND

ARKAD GENERAL CONSTRUCTION (hereinafter “the Contractor”), of Honiara, Solomon Islands, of the other part represented by **Thomas Wate**, herein the Managing Director of **Arkad General Construction**,

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

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

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

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

Name of School: KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL

Name of Building: SIGSTONE WEST DORMITORY

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

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

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

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

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

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

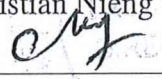
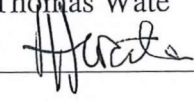
- a) *Contract Agreement*
- b) *General Conditions of Contract*
- c) *Applicable Conditions of Contract*
- d) *Payment Schedule*
- e) *Scope of Works/ Specifications*
- f) *Site Map & Location of the School*
- g) *List of Labourers*
- h) *List of Machineries & Equipment*
- i) *Works Schedule*
- j) *Annexes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

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

Parties hereby agreed and signed,

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

Parties to this Contract hereby agreed and signed as follows:

For the Purchaser - National Hosting Authority		For the Contractor	
Name:	Christian Nieng	Name:	Thomas Wate
Signature:		Signature:	
Designation:	Executive Director National Hosting Authority	Designation:	Managing Director Arkad General Construction
Date:	20/1/2022	Date:	20/1/2022

Witness signing by Project Management Unit/NHA

Signature

Name: Eldon Tapa

Title: Executive Director

Date:/...../22

- 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

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

Article 16 Dissolution

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

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

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

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

Article 17 Retention of right to demand compliance

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

MISCELLANEOUS

Article 18 Documentation

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

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

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

Article 19 Assignment of rights and obligations under the Contract

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

Article 20 Insurance

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

Article 21 Bribery and conflicts of interest

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

Article 22 Invalidity

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

Article 23 Follow-up order

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

Article 24 Long-term obligations

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

Article 25 Disputes and applicable law

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

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

Article 26 Final provisions

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

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

SECTION III: APPLICABLE CONDITIONS OF CONTRACT

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

GCC Article	No.	Particulars
1. Definitions	1.5	<p>a. THE PURCHASER IS:</p> <p style="padding-left: 40px;">National Hosting Authority Solomon Islands Government P.O.Box 2443 Honiara, Solomon Islands</p> <p>b. THE CONTRACTOR:</p> <p style="padding-left: 40px;">Arkad General Construction P.O. Box 416 Honiara Solomon Islands Email: watethomas445@gmail.com Mob: 7807396</p> <p>c. THE LOCATION SITE IS:</p> <p style="padding-left: 40px;">LOT 2 - KING GEORGE SIXTH NATIONAL SECONDARY SCHOOL: SIGSTONE WEST DORMITORY</p>
	1.12	<ul style="list-style-type: none"> • THE PURCHASER'S PROJECT MANAGER IS: Graham Lilo Project Management Unit National Hosting Authority Email: GLilo@sol2023.com.sb • THE PURCHASER'S SITE ENGINEER IS: Ronny Saomatangi Project Management Unit National Hosting Authority Email: RSaomatangi@sol2023.com.sb
	1.13	<ul style="list-style-type: none"> • THE CONTRACT ADMINISTRATOR IS. Elwyn Maetia Contract Administrator Project Management Unit National Hosting Authority Email: EMaetia@sol2023.com.sb

4.3 Ablution block/top and bottom floor

Toilet

- ✓ Replace broken toilet doors & wall partition where necessary.
- ✓ Replace broken wall and floor tiles.
- ✓ Wash clean window frames; replace louvre frames with Palmair black louvre frames.
- ✓ Wash cleans the Solid core door at the main entrance and apply 2 coats of paint color specified by the engineer in charge. Where necessary install new door as per the engineer approval.

Shower.

- ✓ Replace broken wall and floor tiles or install new tiles in the entire shower block. Surfaces to receive wall tile shall be rough to allow strong bonding between concrete surface and tile.

Sink/wash basin

- ✓ Wash clean existing concrete sinks.
- ✓ Install new sinks where necessary.

NOTE

Remove Hardware – Tables, desk, bed, chairs & others

Remove all hardware, hardware accessories and similar items in place and not to be painted or provide surface applied protection prior to surface preparation and painting operations. After completions re-install all removed items, Exceptional care must be taken to assure tidiness of work. Suitable temporary covers, masking, drop sheets, drapes and/or barriers shall be provided and maintained effectively where necessary to protect carpeting and furniture or other finishes that are to be painted or not to ensure what they are not exposed to paint and put at risk. These are to be removed when the protection is no longer required. Provide "Wet Paint" signs as required to protect newly painted surfaces. Carefully remove and reinstate paint splatters from adjacent surfaces.

Upon completion of the work all paint cans, other materials, containers, debris and protective coverings shall be cleaned up and removed from site and the Contractor shall leave the area in a clean, neat, and orderly condition satisfactory to the Contracting Officer

SECTION IV: PAYMENT SCHEDULE

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

CONTRACT VALUE			SBD\$ 288,782.63
PAYMENT NUMBER	MILESTONE DESCRIPTION	AMOUNT CLAIMED	AMOUNT DUE PAYABLE
Payment No. 1	Mobilization (20%) shall be made upon mobilization to the site and commencement of works at the site	\$ 57,756.53	\$ 57,756.53
Payment No.2	35% payment shall be paid upon completion of carpentry works for Sigstone West Dormitory – Ground Floor	\$101,073.92	\$101,073.92
Payment No.3	35% payment shall be paid upon completion of carpentry works for Sigstone West Dormitory – Top Floor and issuance of Certificate of Practical Completion	\$101,073.92	\$101,073.92
Payment 4- Retention	10% Retention upon completion of any defects and repairs after three months	\$28,878.26	\$28,878.26
TOTAL			\$ 288,782.63

SECTION V: SCOPE OF WORKS/ SPECIFICATIONS

SECTION VI: SITE MAP & LOCATION OF THE SCHOOL

SECTION VII: LIST OF LABOURERS

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

SECTION VIII: LIST OF MACHINERIES & EQUIPMENT

SECTION IX: WORKS SCHEDULE

SECTION X: ANNEXES TO THE CONTRACT

ANNEX II: WORKER'S COMPENSATION CERTIFICATE

ANNEX III: POLICE CLEARANCE CERTIFICATES

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SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

SECTION 1: SCOPE OF WORK /SPECIFICATION FOR RENOVATING THE INTERIOR AND EXTERIOR FOR SIGSTONE WEST GIRLS' DORMITORY – KING GEORGE SIXTH SCHOOL.

1. INTRODUCTION:

The Project Management Unit under Games Facilities Committee has been tasked to renovate interior of the SIGSTONE WEST girls' dormitory at King George Sixth School, Honiara. The works shall be done as per scope of work, specifications and General contract conditions. This project requires an experienced registered contractor to execute the job.

The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.

2. SUMMARY OF TASKS

- Renovation of upstairs & bottom floor ablution blocks and rooms.
- Main house exterior painting and refinishing all wood works outsides.
- Installing new doors and windows to replace the existing window systems.
- Renovate ceiling and interior walls as per the client (National Hosting Authority) specification.

3. PROJECT SITE

Figure 1. SIG- STONE WEST Girls dormitory, KGVI School



SCOPE OF WORK – GAMES VILLAGE SCHOOLS UPGRADE

Door

- ✓ Replace broken wooden door frames & architraves where necessary.
- ✓ Ensure door frames are wash clean before applying two coats of paint (color to be specified by the client engineer).
- ✓ Replace broken door leaf with new doors; new doors to be installed with new entrance lockset and one double cylinder deadbolt lock.

Ceiling

- ✓ Remove all ceiling sheets and replace with new FC board for top floor only.
- ✓ Where necessary allow to replace broken and rotten ceiling noggins.
- ✓ Apply 3 coat gyprock compound to all FC sheet joints.

Interior Wall

- ✓ Wash clean concrete interior wall and apply two coat hog brittle quarter paint
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.
- ✓ Finish – ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters or other discontinuities.

Floor

- ✓ Wash cleaned concrete floor at the bottom and top; ready to receive new vinyl tile.
- ✓ Install vinyl tiles on concrete floor in each room.
- ✓ Fill cracks and holes with filler, sealer or grouting cement as appropriate for the finishing system to ensure all coats finish smooth.

Wardrobe

- ✓ Replace all broken and old wardrobes.
- ✓ Wardrobes in good condition shall be wash cleaned and apply two coats paint (color to be specified by the client engineer) where necessary.
- ✓ Install new hinges and locks to all wardrobe

4.2 Corridor/Veranda

- ✓ Pressure washes concrete wall surfaces to remove old paints and grease and apply two coat paint (color to be specified by the engineer in charge).
- ✓ Wash clean 100mm galvanized steel pipe post and apply two coats paint as existing color.
- ✓ Wash clean steel staircase handrails, baluster, newel and stringers; apply two coat paint as specified by the engineer in charge.



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	AMU 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	} N/A	- Mobilisation prior to works		
Completion report if goods/services and works have been completed				
Other reports if any (goods and services)		N/A		
Payment certificate from Engineer matching amount in Requisition		✓		
Invoice from Contractor matching amount in requisition		✓		
Compliance checks required and done by Procurement				
Contract form approved and Signed by Chairman/EDs	P7 27.2			
PR has been signed by authorized person (and not approving payment to themselves)	P7 44			
Check amount on PR matches the signed contract				
Account code used is correct	P7 38.5(e)			
Name on PR matches signed contract	P7 38.5(e)			
Check price and rates are reasonable	P7 43.2(b)			
Data entry checks for PV and Cheque payments done by Finance Department				
Amount entered in AX matches Requisition				
Account code in AX matches Requisition				
Vendor name in AX matches Requisition				
Item code and Units entered (e.g. box, each) correctly				
Description has enough detail				
Check dates on future instalments entered correctly				
Budget OK				

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

Department Compliance performed by:

Signed: _____
Name and Position: Christina L - Cadet Contract Administrator
Date: 21/12/22

Procurement section Compliance performed by:

Signed: _____
Name and Position: _____
Date: _____

Finance Department Compliance performed by:

Signed: _____
Name and Position: _____
Date: _____