



2023 PACIFIC GAMES OFFICE

		Approval /Signature Required	
Supplier Name:	JED ENT - Payment 9 + Payment for Outstanding Balance due to shortfall in Payments 1 & 2 - SIFF Academy Project		
1) Minute	<input checked="" type="checkbox"/>	Sign by ED	_____
2) Requisition	<input checked="" type="checkbox"/>	Compliance Officer	_____ Sign by ED _____
3) Payment Voucher	<input type="checkbox"/>	Sign by FC	_____ Sign by ED _____
4) LPO	<input type="checkbox"/>	Sign by FC	_____ Sign by ED _____
5) IB Authorisations	<input type="checkbox"/>	Sign by FC	_____ Sign by ED _____

Comments:

Contract CTB-C48/20 -

1) Payment 9 as per amended Payment Schedule (less 5% retention) plus

2) Payment to rectify on shortfall outstanding balance after reconciliation of Payments made prior (less 5% retention as well)

Chrys Signal





Bank of South Pacific Limited

STAMP
DUTY
PAID

HONIARA

14 / 02 / 24

or bearer

Pay JED Enterprise (SI) Ltd.

the sum of Five Million Nine Hundred Seventy \$ 5,970,391.57

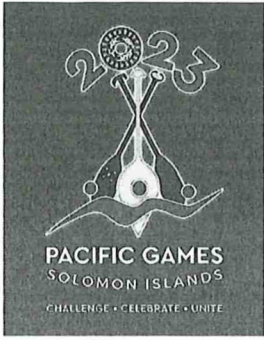
Thousand Three hundred Ninety One Dollars 57/100

SPORTS SOLOMON FUND
Payable in the
Solomon Islands only.

000091

2001081484

*Three Gans
A
20/2/24*



NATIONAL HOSTING AUTHORITY

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

JED Enterprise (SI) Ltd
P O Box 2117
Honiara

PAYMENT VOUCHER	
DATE	13/02/2024

Cheque Number 000091
Total Amount Paid \$5,970,391.57

Progress 9 Claim and Final Payment

In Payment For the following invoices:

Supplier Inv	Purchase No.	Invoice Date	Invoice Amount	Previous Payments	Current Payment
CTB-C48/20	00000477	11/01/2022	\$74,634,350.87	\$68,663,959.30	\$5,970,391.57



Payment Voucher Prepared By: Homa Date: 13/02/2024

Signature of Claimant: [Signature]

PRINT NAME: Julie Hani

JED ENTERPRISE (SI) Ltd Payment Schedule

Contract Amount	100%	72,539,650.92	Retention 5%	WHT 7.50%	Total Net	Date Paid	SSF Acc Chq #
Mobilisation	30.00%	21,761,895.28	- 1,088,094.76	- 1,632,142.15	19,041,658.37	11/01/2022	4
Progress Claim 2	9.35%	6,782,457.36	- 339,122.87	- 508,684.30	5,934,650.19	9/12/2022	23
Progress Claim 3	9.88%	7,169,696.28	- 358,484.81	- 537,727.22	6,273,484.25	14/12/2022	24
Progress Claim 4	9.98%	7,238,532.08	- 361,926.60	- 542,889.91	6,333,715.57	2/02/2023	26
Progress Claim 5	8.44%	6,119,427.75	- 305,971.39	- 458,957.08	5,354,499.28	18/04/2023	31
Progress Claim 6	8.37%	6,069,179.92	- 303,459.00	- 455,188.49	5,310,532.43	16/05/2023	33
Progress Claim 7	7.16%	5,192,451.79	- 259,622.59	- 389,433.88	4,543,395.32	28/06/2023	40
Progress Claim 8	7.42%	5,382,740.09	- 269,137.00	- 403,705.51	4,709,897.58	16/10/2023	63
Variation 1	9.45%	\$6,854,962.00	- 342,748.10	-	6,512,213.90	4/01/2024	90
Variation 2	6.75%	\$4,894,644.64	- 244,732.23	-	4,649,912.41		
Progress Claim 9	9.41%	6,823,304.65	- 341,165.23	- 511,747.85	5,970,391.57	13/02/2024	91

Retention 5% & WHT **84,289,291.84 - 4,214,464.59 - 5,440,476.39 74,634,350.86**

WHT Paid to IRD on 4/3/2022 5,440,473.82 JED Reimburse from IRD

- 11,749,640.92 Variation 1 & 2



NATIONAL HOSTING AUTHORITY

REQUISITION NUMBER: PMU-1331/24

DEPARTMENT: PMU

PURCHASE REQUISITION

QUANTITY	UNIT	DESCRIPTION (Full and clear details of payment)	PURCHASING OFFICER USE ONLY		
			SUPPLIER	ORDER NO.	COST
1	LS	Request approval of payment for SED ENTERPRISE (SE) LTD - PROGRESS CLAIM NO. 9 - SIFF ACADEMY PROJECT Outstanding Payment Shortfall - refer to docs.	JED ENTERPRISE (SE) LTD	015 2023 + 014 2023	\$6,773,497.72 (less 5% retention) + \$6,773,622.65 (less 5% retention)
			TOTALS		\$6,482,106.85
Approval is requested to incur expenditure on the above			Account Code: _____		
Estimated Cost (SBD): <u>\$6,482,106.85</u> Date: <u>25/01/24</u>			Account Name: _____		
Requisition Officer (Name): <u>SOLEANA G</u> Sign: <u>[Signature]</u>			Funds available on this account: _____		
Supervisors Certification (Accountable Officers):			Authority is granted for expenditure not exceeding:		
Certifying Officer (Name): <u>LEEROY B</u> Sign: <u>[Signature]</u>			SBD\$ <u>6,482,106.85</u>		
Post: <u>ED PMU</u>			Signed: <u>[Signature]</u>		
Department: <u>PMU</u>			Name: <u>CNY</u>		
Threshold Checklist			Note: Authority for expenditure must be given by accounting officer or his/her delegated		
Payment requires one quote (10,000 below)			Compliance Check by: <u>[Signature]</u> Signature		
Payment requires three quotes (\$10,000.00 above)			Name: <u>Imman B</u> Date: <u>12/12/23</u>		
Is it a ITB Contract Payment			Position: <u>CPO</u>		
Is it a GTB Contract Payment					
Payment is a Bid Waiver					

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



NATIONAL HOSTING AUTHORITY 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		/		
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				


PMU

w/ GTB Secretary

Compliance check for signing of Cheques				
Amount in Requisition matches PV				
Vendor name in Requisition matches PV				
Item code correct				
Account code used is correct				

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

Committee Compliance performed by:

Signed: 

Name and Position: CORA MANKIN, PM

Date: 12/02/2024

Procurement Compliance performed by:

Signed: 

Name and Position: Tammara Buesel C.P.O

Date: 12/02/24

Finance Compliance performed by:

Signed: _____

Name and Position: _____

Date: _____

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

Date: 26/01/24

From: Project Engineer, PMU

NHA Ref: LJP-250124

Date: 25th of January 2024

SUBJECT: REQUEST APPROVAL OF PAYMENT FOR JED ENTERPRISE (SI) LIMITED – PROGRESS CLAIM NO.09 – SIFF ACADEMY PROJECT

Dear ED,

In reference to the Contract between NHA (SIG) and JED Enterprises (SI) Limited (Contract No. CTB-C48/20) for the Design and Construction of the Pacific Games 2023 SIFF Football Academy, PMU under the approval of the GFC Chair, ITB and GTB Co-Chairs have granted JED Enterprise the variation to the Payment Schedule in the Contract Agreement. The payment schedule has now revised to Addendum No.3 which breaks down the payment schedule further to payment number 11.

In moving forward, JED Enterprise (SI) Limited is now eligible to claim for Payment No.09 (due late October) which indicating the 100% of works completed.

The amount for this claim as stated in the Invoice and revised Payment schedule (attached) by the contractor is in the order of SBD\$ SIX MILLION SEVEN HUNDRED AND SEVENTY-THREE THOUSAND, SIX HUNDRED AND TWENTY-TWO DOLLARS SIXTY-FIVE CENTS (SBD \$6,773,622.65).

Since there are differences in Claims 1 & 2.

With Claim 1,	JED Figures	\$21,810,934.39	
	PMU Figures	\$21,761,895.28	<u>Difference \$49,039.11 (less)</u>
With Claim 2.	JED Figures	\$ 6,783,065.97	
	PMU Figures	\$ 6,782,457.36	<u>Difference \$ 608.61 (less)</u>

Total Difference is Therefore **\$49,647.72** (PMU less than SPD Total)

To help Balance the shortfall PMU have therefore added the same amount to SPD's Total for Claim No.09 and the total is now reconcile to the Project Contract Sum

JED Claim for Claim No.09:	\$6,773,622.65
Add Difference in Claims 1 & 2:	\$ 49,647.72
This now equates to PMU Claim value:	\$6,823,270.37 (Prog Certificate No.09)

NATIONAL HOSTING AUTHORITY XVII 2023 PACIFIC GAMES



Therefore, the amount to be paid to the contractor is as per JED's invoice for payment claim No.9 plus PMU's shortfall amount from Claims 1 & 2 as per JED's supplementary invoice.

The amount to be paid is now in the order of SBD\$ SIX MILLION EIGHT HUNDRED AND TWENTY-THREE THOUSAND, TWO HUNDRED AND SEVENTY DOLLARS THIRTY-SEVEN CENTS (SBD \$6,823,270.37).

Yours sincerely,

Luke Pitakoe
Project Engineer, PMU



C/-P.O. Box 2443

Honiara

Solomon Islands



Phone:

677 7308800

Facebook page:

[Sol2023 XVII Pacific Games](#)



JED Enterprise
PO Box 2117
Honiara, Solomon Islands
☎ 8599257 / 8518835
✉ jedenterprise22@gmail.com

Invoice No. 014 2023

- We do:*
- Construction
 - Roadworks
 - General Refurbishment
 - Maintenance
 - Architectural Designs
 - General Supplies
 - Timber Supplies
 - Other professional services

INVOICE

Customer	
Name	Project Management Unit
Address	National Hosting Authority, P.O.Box 2443, Solomon Islands Government.
Project:	Pacific Games 2023 SIFF Football Academy
Contract #	CTB-C48/20
Subject	Progress Claim Number 9.

Misc	
Date	21/12/2023
Order No.	

Qty	Description	Unit Price	
	Revised Progress Payment Claim No. 9 for the following completed works:		
	As per completed works contained in Payment Schedule No.09. Total Amount of accumulative works completed to Late Oct'23 is 100%.		
	The following general percentages have all been completed as shown against the complete Trade Summary Items below:		
	1. Pre-Construction Works (100%)		
	2. Construction Works		
	2.1 Bulk Earthworks (100%)		
	2,2 Geotech & Topo Survey (100%)		
	2.1 Admin Building (100%)		
	2.2 Dormitory Building (100%)		
	2.3 Change Room (100%)		
	2.4 Public Ablution (100%)		
	2.5 Futsal Stadium (100%)		
	2.6 Beach Soccer Pitch (100%)		
	2.7 Football Fields (100%)		
	2.8 Security Fencing (100%)		
	2.9 Access Road (2 Way) (100%)		
	2.10 Car Parks & Ret Walls (100%)		
	2.11 Site Drainage (100%)		
	2.12 Debris Rem & Clean-up (100%)		
	2.13 Commissioning (100%)		
	2.14 Practical Completion (100%)		
	Gross Payment for Schedule No.09		\$ 6,773,622.65
	Variation VO-01 (Approved by NHA)		
	Variation VO-2 (Approved by NHA)		
	SIGNATURE: <i>David Tomance</i>		

Please make all payments to:

Sub-Total	\$6,773,622.65
Retention Withheld	5% \$338,681.13

Payment JED Enterprise (SI) Ltd
Bred Bank Solomon
Comments: 20075721123014
Name: (+677) 8599257
Bank Name:
Account No:
Contact:

TOTAL \$6,434,941.52



Payment JED Enterprise (SI) Ltd
Bred Bank Solomon
Comments: 20075721123014
Name: (+677) 8599257
Bank Name:
Account No:
Contact:

TOTAL \$47,211.88





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

PAYMENT CERTIFICATE
PAYMENT CLAIM CERTIFICATE

Contract Name: Design and Construction of Pacific Games 2023 SIFF Fiitball Academy

Payment schedule name: No.9

Certificate:

No.9

Contractor: Jed Enterprise Limited

Date Issued:

25/01/24

Project Site: Old Taiwan Farm

Project No

CTB-C48/20

Description of Payments (referenced as in section IV)	Contract Payment summary	Retention	Contract Payment after retention	
<i>In accordance with the terms of the Agreement:</i>				
The original cost of building work is pursuant to Contract (Contract Value)	\$ 72,539,650.92	\$ 3,626,982.55	\$ 68,912,668.37	
Payment 1 (30%)	\$ 21,761,895.28	\$ 1,088,094.76	\$ 20,673,800.52	Paid Actual amount Raised by PMU 6,783,065.97 - outstanding to be added to payment No.9
Payment 2 (9.35%)	\$ 6,782,457.36	\$ 339,122.87	\$ 6,443,334.49	
Payment 3 (9.88%)	\$ 7,169,696.28	\$ 358,484.81	\$ 6,811,211.47	
Payment 4 (9.98%)	\$ 7,238,532.08	\$ 361,926.60	\$ 6,876,605.48	
Payment 5 (11.64%)	\$ 6,119,427.75	\$ 305,971.39	\$ 5,813,456.36	
Payment 6 (11.34%)	\$ 6,069,179.92	\$ 303,459.00	\$ 5,765,720.92	
Payment 7 (9.41%)	\$ 5,192,451.79	\$ 259,622.59	\$ 4,932,829.20	
Payment 8 (8.33%)	\$ 5,382,740.09	\$ 269,137.00	\$ 5,113,603.09	
Variation Order Claim N0.1	\$ 6,854,962.00	\$ 342,748.10	\$ 6,512,213.90	
Variation Order Claim N0.2	\$ 4,894,644.64	\$ 244,732.23	\$ 4,649,912.41	
Payment 9 (remaining payment for practice completion)				
Payment 10 (50% retention)				
Payment 11 (100% retention)				
Payment claim No.9	\$ 6,773,622.65	\$ 338,681.13	\$ 6,434,941.52	This payment
Outstanding payment (Shortfall)	\$ 49,647.72	\$ 2,482.39	\$ 47,165.33	This payment
	\$ 6,823,270.37	\$ 341,163.52	\$ 6,482,106.85	Total of Claim No.9 plus Shortfall

CONTRACT SUMMARY RECONCILIATION

Total Payment paid	\$ 77,465,987.19	\$ 3,873,299.36	\$ 73,592,687.83
Remaining Balance from original Contract	\$ 6,823,270.37	\$ 341,163.52	\$ 6,482,106.85
The adjusted Contract Sum is (original Contract Value + variations)	\$ 84,289,257.56	\$ 4,214,462.88	\$ 80,074,794.68
This payment-payment claim No.9	\$ 6,773,622.65	\$ 338,681.13	\$ 6,434,941.52

PAYMENT DETAILS

Remaining Contract Value (Balance)	\$ 6,482,106.85
<i>This is to certify that the amount due to the Contractor is:</i>	\$ 6,434,941.52


Payment is certified as conform to payments terms and conditions as stated in payment Schedule Section IV

Payment is hereby certified:Project Manager (Luke Pitakoe)

Compliance by  *Contract Manager (Soleana Gagahe)*

Endorsement by  *Executive Director (Leeroy Bird)*

On presentation of this original to the Purchaser, the Contractor is entitled to payment within the period stated in the Agreement:



JED Enterprise
PO Box 2117
Honiara, Solomon Islands
☎ 8599257 / 8518835
✉ jedenterprise22@gmail.com

We do:

- Construction
- Roadworks
- General Refurbishment
- Maintenance
- Architectural Designs
- General Supplies
- Timber Supplies
- Other professional services

Project Management Unit
 Games Facilities Committee
 National Hosting Authority
Attention: Project Manager

21 Dec'2023

Dear Luke Pitakoe

RE: REVISED JED INVOICE No.09 FOR PAYMENT SCHEDULE NO.09

With reference to the above-mentioned subject, JED would like to formally request the Client for the Payment pertaining to Payment Schedule No.09 of the JED Final Revised Part IV -Schedule of Payments Contract Document which was approved by NHA during Mid-October 2023. The Gross Payment (before Retention Deductions) for this Payment Schedule No.09, is **SBD\$6,773,622.65**. The Net Payment after 5% Retentions deduction is **SBD\$6,434,941.52**.

This is the last Schedule Payment indicating 100% of the Works now completed. As the Taking Over Certificate (Practical Completion Certificate) is currently being prepared by NHA, we will also be submitting our Payment for Payment Schedule No.10 which is a single 50% Return of Retention Monies held during the Contract payments. This Invoice will be sent shortly by separate Letter.

Attached in support of this Payment are the following:

- Revised JED Invoice No.014 2023
- Revised Payment Schedule No.09
- WHT IRD Exemption Letter for JED for 2023

We trust with the previous acceptance of the Revised Part IV-Schedule of Payments Document as part of the Contract that this Semi-Final Payment No.09 can be made expeditiously before the Festive break.

Yours sincerely,



David Torrance
 Project Manager
 JED Enterprise (SI) Ltd

Cc: Mr Leeroy Bird, NHA (NHA Executive Director)
 Cc: Dr. Jimmie Rodgers, NHA (Chairman)
 Cc: Mr David Leong, JED (Managing Director)
 Cc: Mr Yang Jiangqing, JQY (Managing Director)

15-JAN-24

08 SIFF ACADEMY_PRACTICAL COMPLETION REPORT

NHA Ref: LIP-150124

Mr. Leeroy Bird
Executive Director
Project Management Unit
Games Facilities Committee
National Hosting Authority
Old Sea King Building, Point Cruz, Honiara, Guadalcanal
SOLOMON ISLANDS

To Mr. Leeroy Bird,

PROJECT: 08 SIFF ACADEMY
SUBJECT: PRACTICAL COMPLETION
REPORT

1 INTRODUCTION

- 1.1 The mandate of the Project Management Unit is to deliver the facilities under the direction of the Games Facilities Committee. Our objectives are to deliver the following outputs for every facility that we have stewardship over: 1) Construction of Facilities and 2) Accurate Documentation.
- 1.2 The Solomon Islands is preparing to host the 2023 Pacific Games in Honiara and the National Hosting Authority (NHA) is the authority designated to manage the procurement, Design, and Construction of the PG2023 SIFF Football Academy in support of the Games.
- 1.3 The proposed location of the site is the Old Taiwanese (ROC) Farm, East Honiara. The site is just next to the Tongs Hardware Building and accessible from the main Kukum Highway drive road.
- 1.4 The overall agreed budget for the Project was in the order of **SIXTY MILLION SOLOMON BOKOLO DOLLARS (\$SBD60,000,000.00)**. The construction budget for the project in the original contract is in the order of **SEVENTY TWO MILLION FIVE HUNDRED THIRTY-NINE THOUSAND AND SIX HUNDRED FIFTY SOLOMON BOKOLO DOLLARS AND NINETY-TWO CENTS (\$72,539,650.92)**. With the addendum for variation being approved the total adjusted contract budget after **V01 & V02** is **EIGHTY-FOUR MILLION TWO HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED AND FIFTY SEVEN SOLOMON BOKOLO DOLLARS FIFTY SIX CENTS (\$ 84,289,257.56)**
- 1.5 The Actual construction period for the project is **FIVE HUNDRED EIGHTY TWO (582) CONSTRUCTION DAYS**.
- 1.6 Works are expected to involve the following but not limited to:

- 1.6.1 Administration building- a 2-story steel structure building with an approximate functional floor area of 1,584 sqm.
- 1.6.2 Dormitory building- a 2-story concrete structure with an approximate functional area of 944 sqm.
- 1.6.3 Support building- a single-story concrete structure building with an approximate functional area of 314 sqm.
- 1.6.4 Security perimeter fence- security fencing consisting of chain-link mounted on block works of retaining wall component.
- 1.6.5 Other works- including car parks, site drainage as required, and access road.

2 PROGRESS TO DATE

2.1 PMU team's assessment indicates that JED on construction average is at approximately 100% completion. The construction progress for all buildings and soccer fields are 100%, and the other works like beach soccer court white sand fill-up and internal drainage systems are to be completed in the defects period due constrains (materials & weather) that cause the delays. The external civil works is currently 100% completed.

2.2 Summary Table of the work progress status:

NO.	Facilities/works	Work Progress Status	Comments
1	Administration & Education Centre Building	100%	
2	Dormitory Building	100%	
3	Change Room Building	100%	
4	Soccer Field	100%	
5	Beach soccer court	95%	200mm thickness of white sand still less of 400mm thickness. To be completed within the defects period.
6	Ablution Block	100%	
7	Fencing Works	100%	
8	Stormwater drainage	100%	
9	Futsal Building	100%	
10	Genset Building	100%	
11	Civil works	100%	
12	External drainage	100%	
13	Internal drainage	99%	1). Yet to construct drainage between Changing room & soccer pitch no. 1. 2). yet to construct drainage behind the ablution block along the walls to the southend external drainage. Works to be done during the defects period.

14	General Areas	99%	General cleanup of site after every works
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2.3 Works in Progress: 15/01/2024

- Construction of internal drainages – concrete spoon drains (back of ablution block and front of changing room)
- Continue with minor defects rectification works on all buildings

3 FINANCIAL REPORT

3.1 The adjusted Contract Value is in the order of **EIGHTY-FOUR MILLION TWO HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED AND FIFTY SEVEN SOLOMON BOKOLO DOLLARS FIFTY SIX CENTS (\$SBD 84,289,257. 56).**

3.2 The agreed Payment schedule is as follows:

1. Payment No. 1 – Mobilization (30%)
2. Payment No. 2 – 30%
3. Payment No. 3 – 20%
4. Payment No. 4 – 20%
5. Payment No. 5 – Defects Liability Payment

3.3 JED officially requested (01/07/22) addendum No.1 to the payment schedule, the approved schedule is as follows:

1. Payment No. 1 - Mobilization (30%) **Completed**
2. Payment No. 2 - 10% **Completed (Actual = 9.347%)**
3. Payment No. 3 - 10% **Completed (Actual = 9.88%)**
4. Payment No. 4 - 10% **Completed (Actual = 9.98%)**
5. Payment No. 5 - 10% **Completed (Actual = 11.64%)**
6. Payment No. 6 - 10% **Completed (Actual = 5.16%)**
7. Payment No. 7 - 10% **Completed (Actual = 7.16%)**
8. Payment No. 8 – 10%
9. Payment No. 9 - Return of Retention

3.4 JED officially requested Addendum No.2 & No.3 for payment schedule, that’s include variations to be allowed and extension payment claims down to payment claim no.11. The request is approved.

1. Payment No. 1 - Mobilization (30%) **Completed**
2. Payment No. 2 - 10% **Completed (Actual = 9.347%)**
3. Payment No. 3 - 10% **Completed (Actual = 9.88%)**
4. Payment No. 4 - 10% **Completed (Actual = 9.98%)**

5. Payment No. 5 - 10% Completed (Actual = 11.64%)
6. Payment No. 6 - 10% Completed (Actual = 5.16%)
7. Payment No. 7 - 10% Completed (Actual = 7.16%)
8. Payment No. 8 – 5% practical completion completed (Actual = 5.91%)
9. Variation No.1 – Completed
10. Variation No.2 – Completed
11. Payment No. 9 – 5% Practical completion (to be raised)
12. Payment No.10 – 50% of retention (to be raised)
13. Payment No.11 –100% Completion of retention

3.5 The financial summary from the claims to date (attached) illustrates that JED is at **100%**.

4 PROJECTED WORKS

- 4.1 Need to secure seeds (Bermuda grass) for land scaping – check with Steve Clark
- 4.2 Payment NO.9 – practical completion & NO.10 – 50% retention to be raised on time
- 4.3 Follow up on white sand for beach soccer court
- 4.4 Monitor defects rectification works
- 4.5 Monitor internal drainage works

5 CHALLENGES AND POTENTIAL RISKS

- 5.1 White sand for beach soccer court needs to be washed and screened properly before applying to the court. JED need to do this now to allow them time to recover some more sand because this process will reduce the amount of sand.
- 5.2 White sand for beach soccer court needs to be collected as soon as possible before Mid-February. This to be on the safe side. Because the process is quite long thus needs to be done early before the defects period laps on April.
- 5.3 Payment No.9 – practical completion payment needs to be reconciled to total contract sum thus it is to be adjusted since PMU/NHA has paid less in claims No.1 & 2.

6 RISK MITIGATIONS

- 6.1 White sand to be collected any where near or at Honiara to cut off some time for sands to be transported from Gela to Honiara. This will help the processing to be quick and the works should be completed before or around March.
- 6.2 PMU team reconcile the total contract sum and request JED to provide a supplement invoice to reconcile with the shortfall amount (in claim No.1&2) that NHA/PMU is to be paid to the contractor (JED) as according to the financial statement per PMU team.

7 CONCLUSION

- 7.1 The project is practically completed on the 26th /10/2023 and is now in the defects liability period till 25th April 2024.
- 7.2 The overall construction progress to date is at 100% completion (Attached). And the remaining works (ref: section 2.2) that is not 100% yet is to be done during the defects liability period.
- 7.3 Payment claim to date is payment claim No.9 & 10. Payment claim No.9 is for practical completion and payment claim No.10 is the 50% of retention.

Yours faithfully,



Luke Jnr Pitakoe
Project Engineer
Project Management Unit
Games Facilities Committee
National Hosting Authority
7568727

Enclosed:

08 SIFF ACADEMY_NOV_ATTACHEMENT A_PROJECT SCHEDULE
08 SIFF ACADEMY_NOV_ATTACHEMENT B_FINANCIAL SUMMARY REPORT
08 SIFF ACADEMY_NOV_ATTACHEMENT C_PROGRESS SUMMARY
08 SIFF ACADEMY_NOV_ATTACHEMENT D_PHOTOS

ATTACHMENT A – PROJECT SCHEDULE

ATTACHMENT B – FINANCIAL REPORT

ATTACHMENT C – PROGRESS SUMMARY

ATTACHMENT D – PHOTOS

Administration Building



Figure 1. Front view @main entrance



Figure 2. Back view @beach soccer court

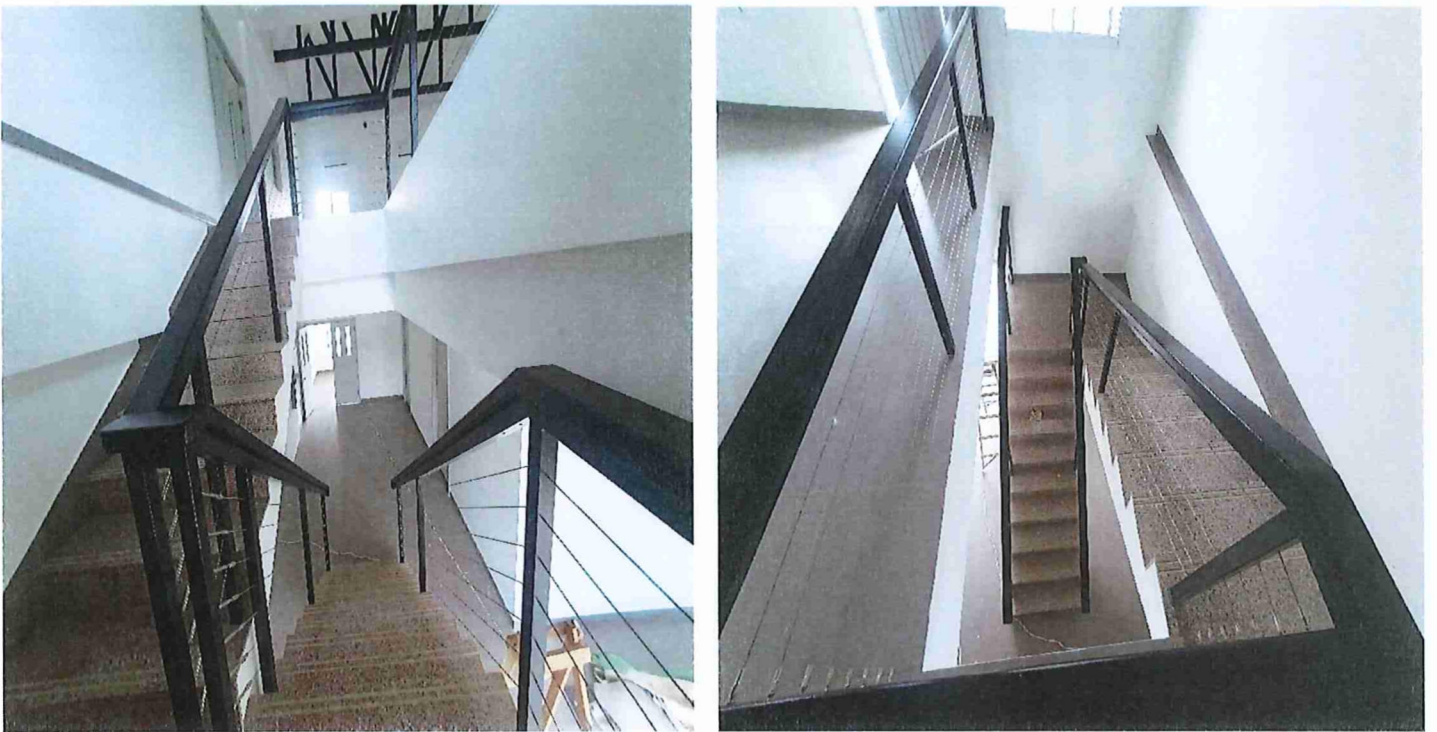


Figure 3. Internal Stair way



Figure 4. Classroom & office space

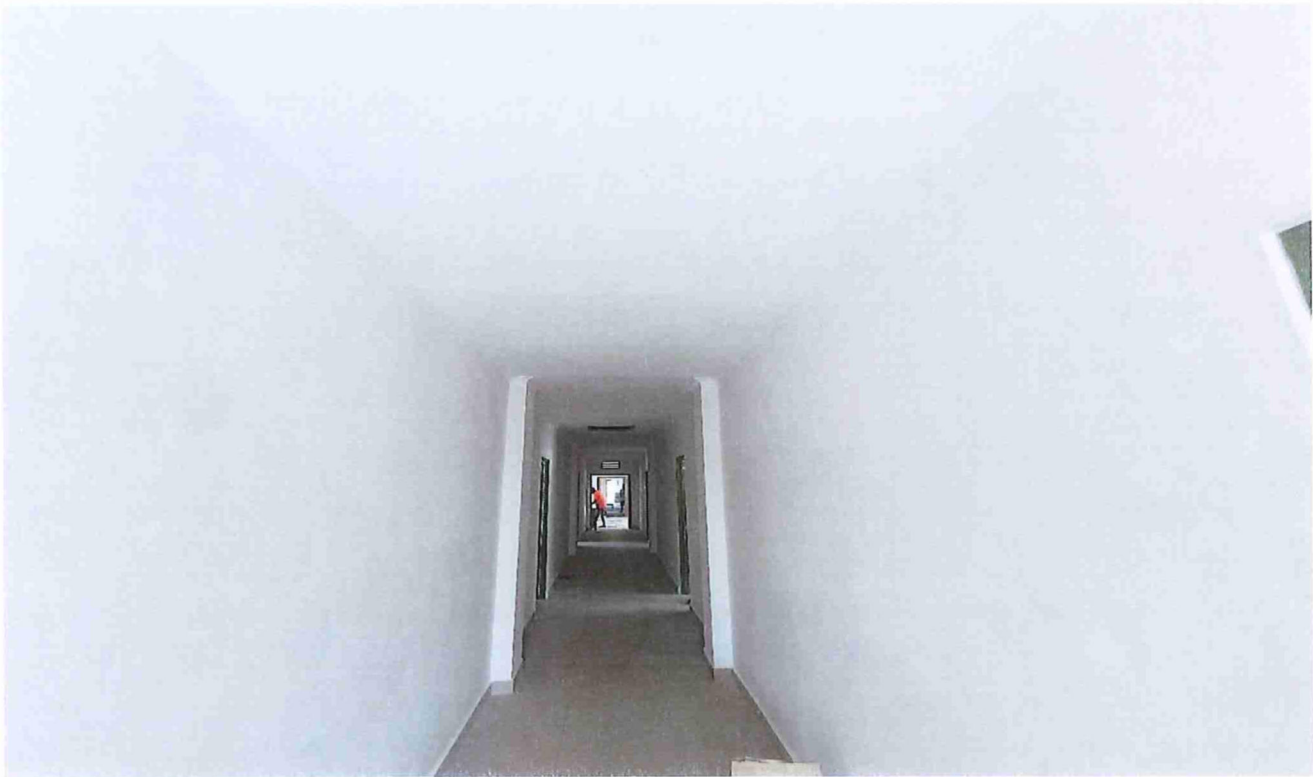


Figure 7. Corridor U/F – finishing complete



Figure 8. Self-contains room (upper floor)



Figure 9. hand wash section – ablution & Laundry area (B/F)



Change Room Building

Figure 10. Front view @ beach court



Figure 11. View @ field



Figure 12. Referee chamber –vinyl flooring finishing

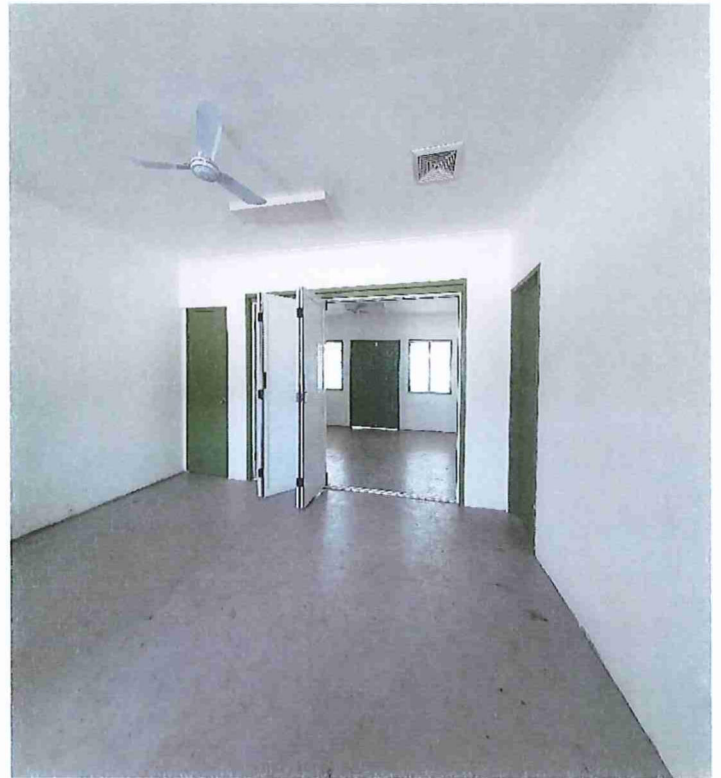


Figure 13. Players chamber

Futsal Building



Figure 14. Complete installation of vinyl mat flooring (4.5mm thickness)



Figure 15. Lumps on vinyl mat surface – cause uneven surface – issue has already been addressed

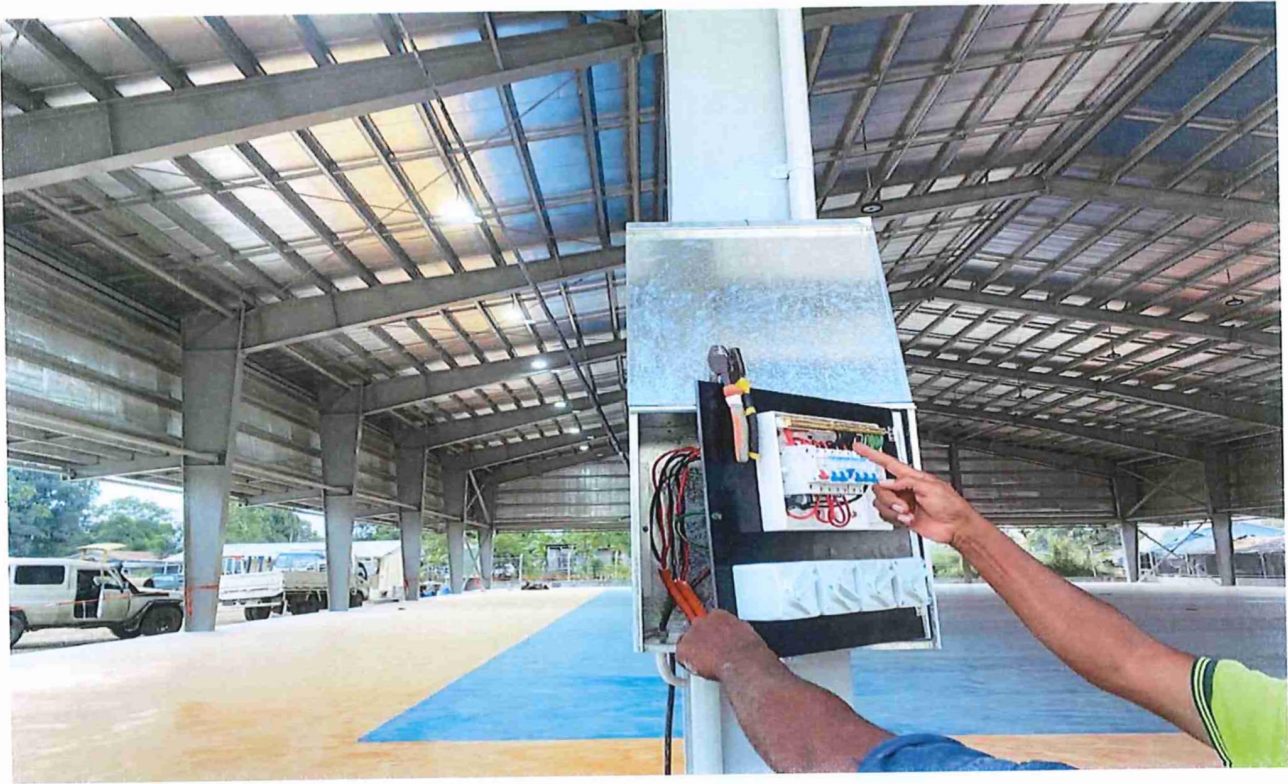


Figure 16. Wiring to light switch



Figure 17. Testing of lights

Soccer field

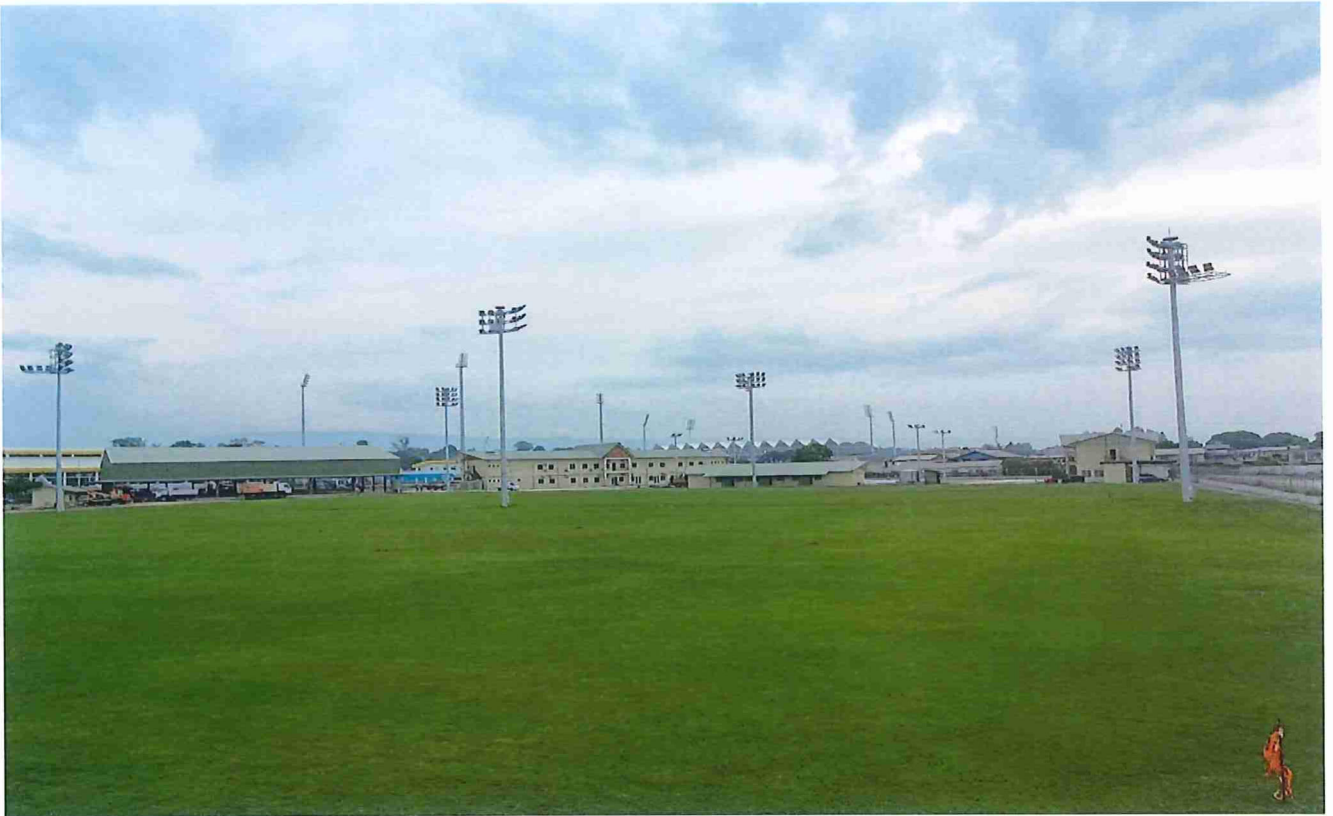


Figure 18. Turf in 10 weeks



Figure 19. Newly germinated seedlings, 10m outside of the playing area (south end)

Beach soccer pitch



Figure 22. First load white sand filled in (200cubic)



Figure 23. View @ Admin Building



Figure 24. View @ Dormitory

Genset Building

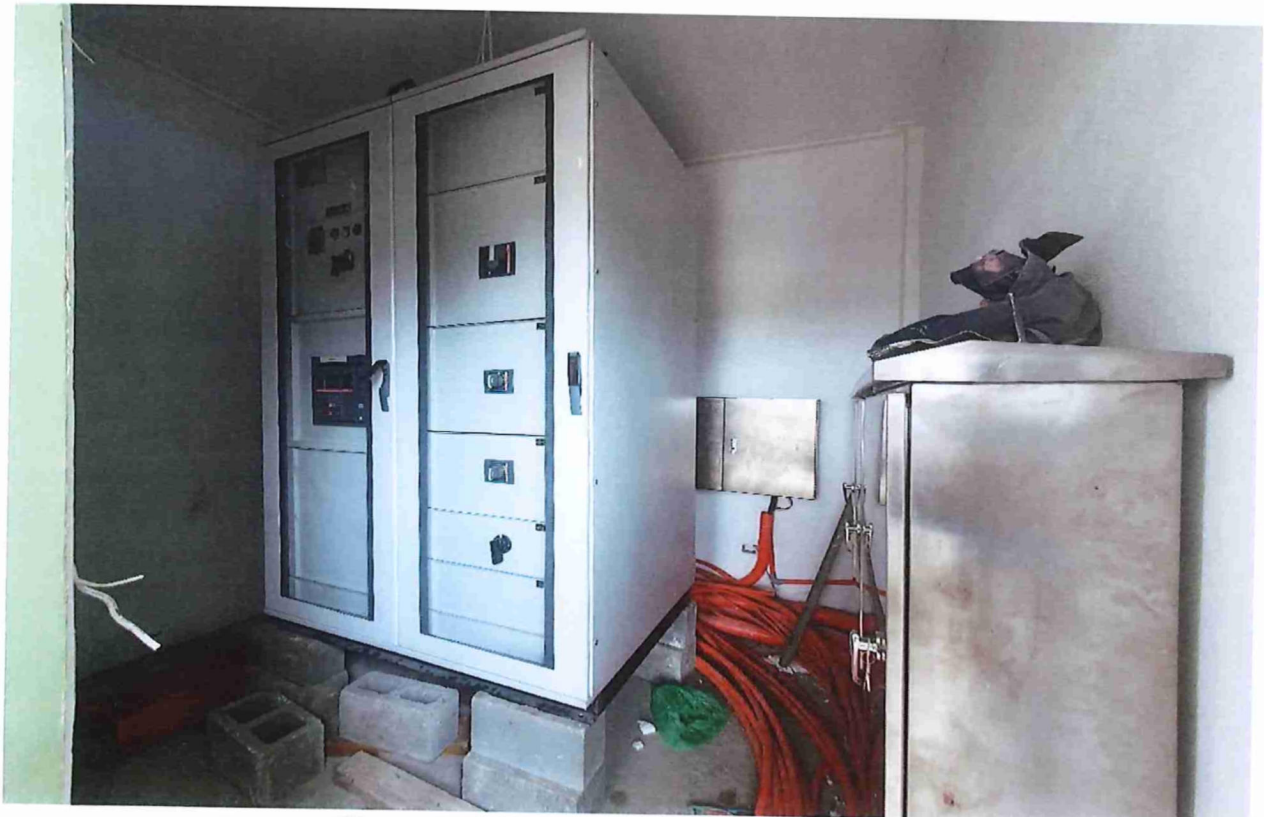


Figure 25&26. Installation of 500KVA genset

General Works



Figure 27& 28. Concrete slab carpark

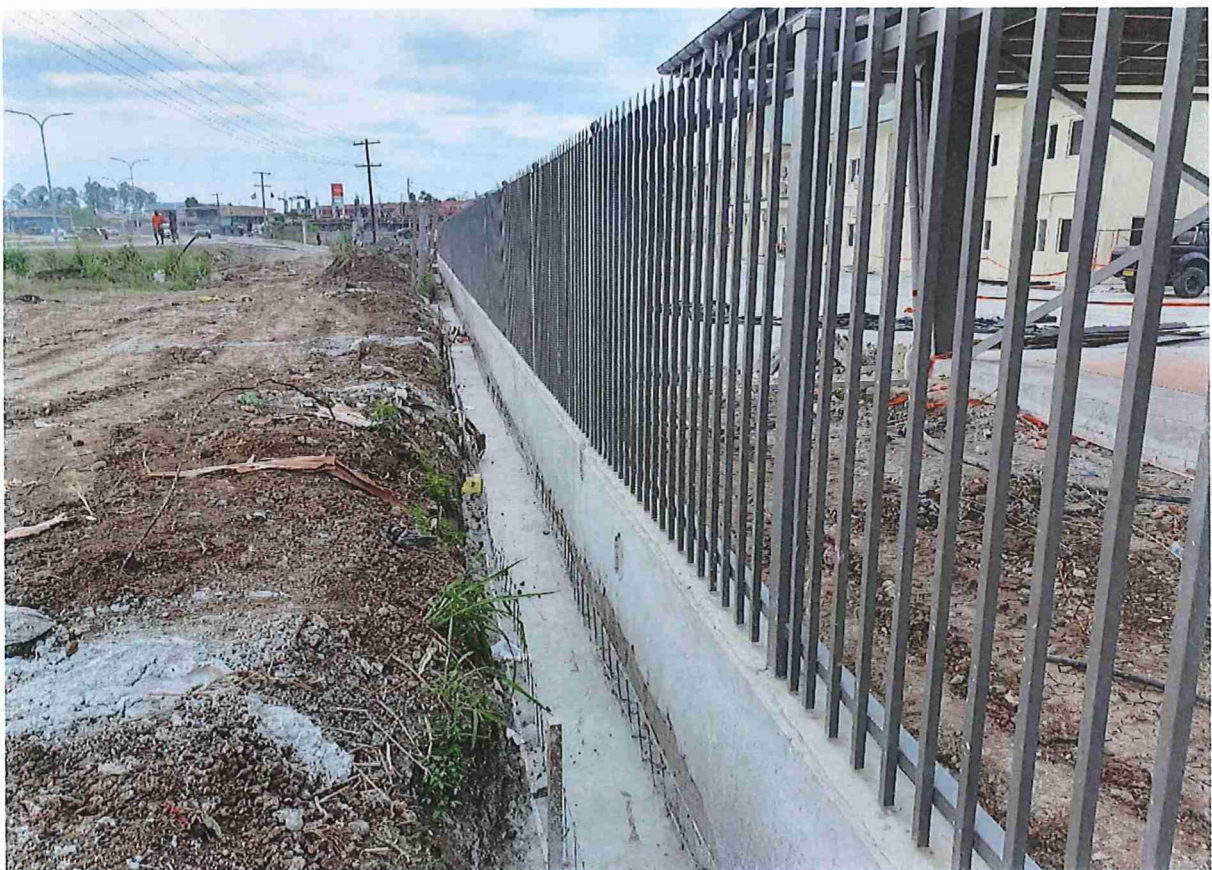


Figure 29. Storm water drainage (Southeast end) – concrete blinding to base



Figure 30. Storm water drainage (North end) – complete cement rendering

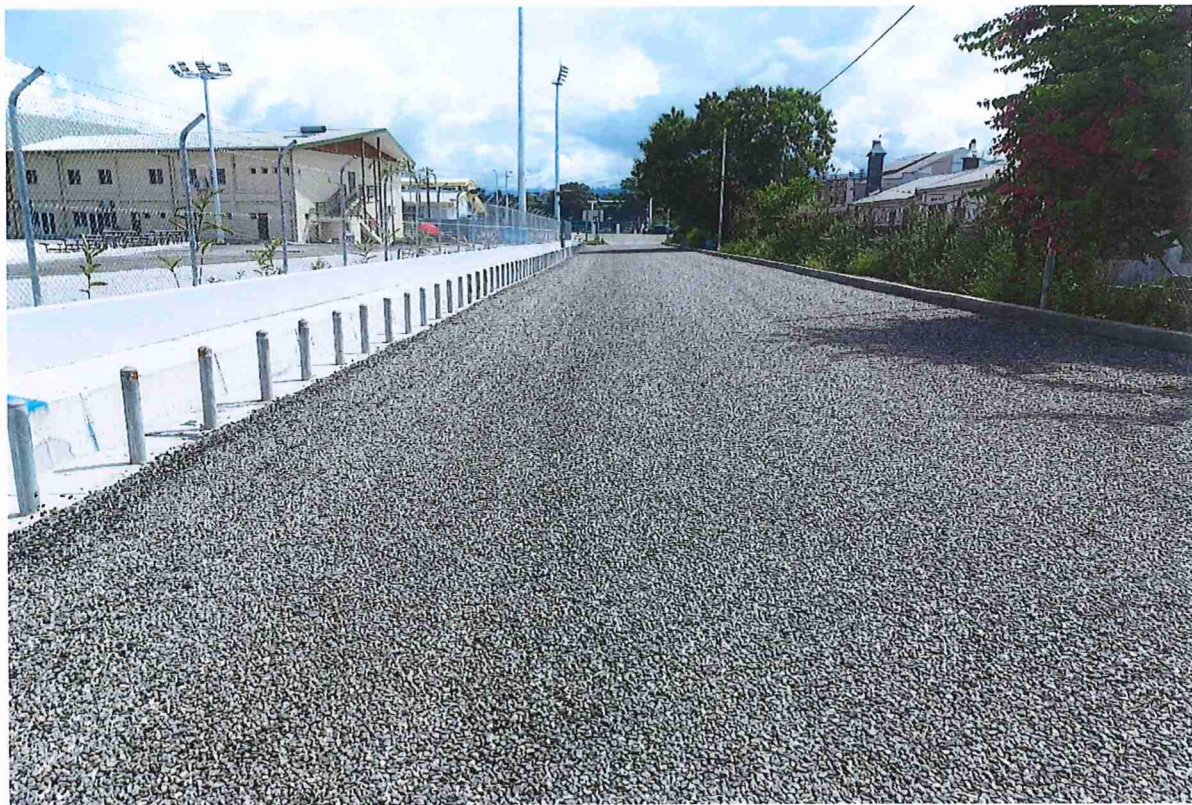


Figure 31. External road down to NSC land – Complete tar sealed



Figure 32. External road down to NSC land – Complete tar sealed



Figure 33. External road down to NSC land – Complete tar sealed

DESIGN AND BUILD OF PG2023 FOOTBALL ACADEMY

08 SIFF ACADEMY OVERALL SUMMARY

PROGRESS SUMMARY

SEBTEMBER 2023

FUNDED BY SIG AND PNG GOVERNMENT

Project Manager:

Luke Pitakoe

Contract Administrator:

Soleana Gagahe

Site Engineer:

Andrew Tasra

Project Value (SBD):

\$72,539,650.92

Construction Start Date:

12 Dec 2021

Construction Completion Date:

16 Oct 2023

REF	DESCRIPTION	QTY	UOM	RATE	TOTAL	STATUS
1	Commencement Date					100%
2	Ground Breaking					100%
3	Mobilisation					100%
4	PRE-CONSTRUCTION					100%
4.1	DESIGN & DOCUMENTATION					100%
4.1.1	Developed Design					100%
4.1.2	Detailed Design					100%
4.1.3	Design Review/Approved for Construction					100%
4.2	GENERALS & PRELIMINARIES					100%
4.3	Site Setup					100%
4.3.1	Site Utilities, Office, Security-Shed & Storage					100%
4.3.2	Machineries & Equipment					100%
5.1.0	BULK EARTHWORKS					100%
5.1.1	Excavation					100%
5.1.2	Levelling					100%
5.1.3	Disposing of Unwanted Soil / Debris					100%
5.1.4	Backfill & Compaction					100%
5.2	Geotechnical/Topographical Survey Design Affirmation					100%
5.4	Administration & Education Centre Building					100%
5.4.1	Foundation Substructure					100%
5.4.1.1	Excavation & Compaction of Structure					100%
5.4.1.2	Backfill and compaction					100%
5.4.1.3	Grid Layouts & Profile Works					100%
5.4.1.4	Conc. Blinding Prep. & Cast					100%
5.4.1.5	Reinforcing Works					100%

5.4.1.6	Formwork & Falsework	100%
5.4.1.7	Inspection & Approval	100%
5.4.1.8	Conc. Cast & Curing	100%
5.4.1.9	Underground walls Reinforcing, Blockworks & Infill	100%
5.4.1.10	Bldg. Services (Und. Plumbing/Electrical) Works	100%
5.4.2	Ground Floor Level & Structural Walls	100%
5.4.2.1	Reinforcing Works	100%
5.4.2.2	Formwork & Falseworks	100%
5.4.2.3	Inspection & Approval	100%
5.4.2.4	Conc. Cast & Curing to Ground Floor Slab	100%
5.4.2.5	GFL Walls Reinforcing, Blockwork Lay & Infill	100%
5.4.2.6	GFL Partition Walls	100%
5.4.2.7	Bldg. Services (Und. Plumbing/Electrical) Works	100%
5.4.2.8	Ceiling Works	100%
5.4.3	Upper Level & Structural Walls	100%
5.4.3.1	Reinforcing Works	100%
5.4.3.2	Formworks & Falseworks	100%
5.4.3.3	Inspection & Approval	100%
5.4.3.4	Conc. Cast & Curing to Upper Floor Slab	100%
5.4.3.5	UFL Walls Reinf., Blockwork Lay & Infill	100%
5.4.3.6	UFL Partition Walls & Carpentry Works	100%
5.4.3.7	Bldg. Services (Mech, Elect. Hydr. & Fire) Works	100%
5.4.3.8	Ceiling Works	100%
5.4.4	Roof Level, Building Service & Finishing	100%
5.4.4.1	Reinf. Works to RL Beams	100%
5.4.4.2	Formwork & Falseworks	100%
5.4.4.3	Inspection & Approval	100%
5.4.4.4	Conc. Cast & Curing to RL Ring Beams	100%
5.4.4.5	Carpentry Works	100%
5.4.4.6	Bldg. Services (Mech, Elect. Hydr. & Fire) Works	100%
5.4.4.7	Ceiling Works	100%
5.5	Dormitory Building	100%
5.5.1	Foundation Substructure	100%

5.5.1.1	Excavation & Compaction of Structure	100%
5.5.1.2	Backfill and compaction	100%
5.5.1.3	Conc. Blinding Prep. & Cast	100%
5.5.1.4	Reinforcing Works	100%
5.5.1.5	Formwork & Falsework	100%
5.5.1.6	Inspection & Approval	100%
5.5.1.7	Conc. Cast & Curing	100%
5.5.1.8	Underground walls Reinforcing, Blockworks & Infill	100%
5.5.1.9	Bldg. Services (Und. Plumbing/Electrical) Works	100%
5.5.2	Ground Floor Level & Structural Walls	100%
5.5.2.1	Reinforcing Works	100%
5.5.2.2	Formwork & Falseworks	100%
5.5.2.3	Inspection & Approval	100%
5.5.2.4	Conc. Cast & Curing to Ground Floor Slab	100%
5.5.2.5	GFL Walls Reinforcing, Blockwork Lay & Infill	100%
5.5.2.6	GFL Partition Walls	100%
5.5.2.7	Bldg. Services (Und. Plumbing/Electrical) Works	100%
5.5.2.8	Ceiling Works	100%
5.5.3	Upper Floor Level & Structural Walls	100%
5.5.3.1	Reinforcing Works	100%
5.5.3.2	Formworks & Falseworks	100%
5.5.3.3	Inspection & Approval	100%
5.5.3.4	Conc. Cast & Curing to Upper Floor Slab	100%
5.5.3.5	UFL Walls Reinf., Blockwork Lay & Infill	100%
5.5.3.6	UFL Partition Walls & Carpentry Works	100%
5.5.3.7	Bldg. Services (Mech, Elect. Hydr. & Fire) Works	100%
5.5.3.8	Ceiling Works	100%
5.5.4	Roof Level, Building Services & Finishings	100%
5.5.4.1	Reinf. Works to RL Beams	100%
5.5.4.2	Formwork & Falseworks	100%
5.5.4.3	Inspection & Approval	100%
5.5.4.4	Conc. Cast & Curing to RL Ring Beams	100%
5.5.4.5	Carpentry Works	100%

5.5.4.6	Bldg. Services (Mech, Elect. Hydr. & Fire) Works	100%
5.5.4.7	Ceiling Works	100%
5.6	Change Room (Support Building)	100%
5.6.1	Foundation Substructure	100%
5.6.1.1	Excavation & Compaction of Structure	100%
5.6.1.2	Backfill and compaction	100%
5.6.1.3	Reinforcing Works	100%
5.6.1.4	Formwork & Falsework	100%
5.6.1.5	Inspection & Approval	100%
5.6.1.6	Conc. Cast & Curing	100%
5.6.1.7	Underground walls Reinforcing, Blockworks & Infill	100%
5.6.1.8	Bldg. Services (Und. Plumbing/Electrical) Works	100%
5.6.2	Ground Floor Level	100%
5.6.2.1	Reinforcing Works	100%
5.6.2.2	Formworks & Falsework	100%
5.6.2.3	Inspection & Approval	100%
5.6.2.4	Conc. Cast & Curing to Ground Floor Slab	100%
5.6.2.5	GFL Walls Reinforcing, Blockwork Lay & Infill	100%
5.6.2.6	GFL Partition Walls	100%
5.6.2.7	Bldg. Services (Mech, Elect. Hydr. & Fire) Works	100%
5.6.2.8	Ceiling Works	100%
5.6.3	Roof Level & Bldg. Service & Finishing	100%
5.6.3.1	Reinforcing Works to RL Beams	100%
5.6.3.2	Formwork & Falsework	100%
5.6.3.3	Inspection & Approval	100%
5.6.3.4	Conc. Cast & Curing to RL Ring Beams	100%
5.6.3.5	Carpentry Works	100%
5.6.3.6	Bldg. Services (Mech, Elect. Hydr. & Fire) Works	100%
5.6.3.7	Ceiling Works	100%
5.7	Fields	98%
5.7.1	2x Grass Fields @ 70m x 105m each Field	100%
5.7.1.1	Profiling & Grid Setout	100%
5.7.1.2	Excavation, Backfill & Compaction	100%
5.7.1.3	Drainage Works	100%

5.7.1.4	Irrigation Works	100%
5.7.1.5	Field Lighting Structural Works	100%
5.7.1.6	Field Lighting Installation Works	100%
5.7.1.7	Electrical Works (Underground & Overhead)	100%
5.7.1.8	Backfill & Compaction to Design Level	100%
5.7.1.9	Turf Works (Fertilizing, Mounting)	100%
5.7.1.10	Grandstand Works	100%
5.7.1.11	Landscaping Woks	100%
5.7.1.12	Test & Commissioning Works	100%
5.8	1x Beach Soccer Pitch @ 35m x 45m each Pitch & 400mm Sand Depth	95%
5.8.1	Profiling & Grid Seyout	100%
5.8.2	Excavation, Backfill & Compaction to Design Level	100%
5.8.3	Formwork & Falsework	100%
5.8.4	Inspection & Approval	100%
5.8.5	Blockwork, Conc. Infill & Curing	100%
5.8.6	Pitch Lighting Structural Works	100%
5.8.7	Pitch Lighting Installation Works	100%
5.8.8	Electrical Works (Underground & Overhead)	100%
5.8.9	White Beach Sand Fill	75%
5.8.10	Sureface Finishing Works	75%
5.8.11	Test & Commissioning Works	100%
5.9	1x Standard Futsal Court @ 40m x 20m size + Overhead Cover	100%
5.9.1	Foundation Substructure	100%
5.9.1.1	Excavation & Compaction of Subgrade	100%
5.9.1.2	Bacfill & Compaction	100%
5.9.1.3	Conc. Blinding Prep & Cast	100%
5.9.1.4	Footing Reinforcing Works	100%
5.9.1.5	Formwork & Falsework	100%
5.9.1.6	Inspection & Approval	100%
5.9.1.7	Conc. Cast & Curing to PF1, PF2, PF3	100%
5.9.1.8	Conc. Plinths & TB1, TB2 works	100%
5.9.1.9	Bldg Services (Plumbing/Electrical) Works	100%
5.9.2	Ground Floor Level	100%

5.9.2.1	Reinforcing Work to Ground Floor Slab	100%
5.9.2.2	Formwork & Falsework	100%
5.9.2.3	Inspection & Approval	100%
5.9.2.4	Conc. Cast & Curing to GFS	100%
5.9.2.5	GFL Portal Frame Works	100%
5.9.2.6	GFL Surface Finish Works	100%
5.9.2.7	Bldg Services (Electrical, Hydr. & Fire) Works	100%
5.9.3	Roof Level & Bldg. Service & Finishing	100%
5.9.3.1	Steel Framing Works (Purlin, Girder, Bridging, Bracing)	100%
5.9.3.2	Roof Sheeting & Cladding Works	100%
5.9.3.3	Bldg. Services (Electrical, Hydr. & Fire) Works	100%
5.10	Public Ablution Block	100%
5.10.1	Foundation Substructure	100%
5.10.1.1	Profiling & Grid Setout	100%
5.10.1.2	Excavation, Backfill & Compaction to Design Level	100%
5.10.1.3	Footings Reinforcing Works	100%
5.10.1.4	Formworks & Falsework	100%
5.10.1.5	Inspection & Approval	100%
5.10.1.6	Conc. Cast & Curing to Footings	100%
5.10.1.7	Underground Walls Reinforcing, Blockworks & Grout Infill	100%
5.10.1.8	Bldg, Services Works (Plumbing, Electrical)	100%
5.10.2	Ground Floor Level	100%
5.10.2.1	Reinforcing Works to GFS	100%
5.10.2.2	Formworks & Falsework	100%
5.10.2.3	Inspection & Approval	100%
5.10.2.4	Conc. Cast & Curing to GFS	100%
5.10.2.5	GFL Walls Reinforcing, Blockwork Lay & Infill	100%
5.10.2.6	GFL Carpentry Works	100%
5.10.2.7	Bldg. Services (Mech, Elect. Hydr. & Fire) Works	100%
5.10.3	Roof Level & Bldg. Service & Finishing	100%
5.10.3.1	Roof Framing Works (Carpentry Works)	100%
5.10.3.2	Roof Sheeting Works	100%

5.10.3.3	Bldg. Services Works	100%
5.10.3.4	Ceiling Works	100%
5.11	Other Civil Work	100%
5.11.1	Boundary & Security Fencing	100%
5.11.1.1	Footing Works	100%
5.11.1.2	Steel Framing Works	100%
5.11.1.3	Chain-Link Installation	100%
5.11.1.4	Finishing Works	100%
5.11.2	Site Drainage	100%
5.11.2.1	Profilling & Grid Setout	100%
5.11.2.2	Excavation of Trench Levels & Slopes	100%
5.11.2.3	Formworks & Falseworks	99%
5.11.2.4	Reinforcing works Pipe Laying Works	99%
5.11.2.5	Inspection & Approval	99%
5.11.2.6	Conc. Cast, Stone Pitching & Finishing Works	100%
5.11.3	Carpark & Retaining Wall	100%
5.11.3.1	Profilling & Grid Setout	100%
5.11.3.2	Excavation of Levels & Slopes	100%
5.11.3.3	Primer Layout Works	100%
5.11.3.4	Sub-base Work	100%
5.11.3.5	Basecourse & Finishing Work	100%
5.11.4	Access Road - 2 way traffic	100%
5.11.4.1	Grading & Compaction of Subgrade	100%
5.11.4.2	Sub-base work	100%
5.11.4.3	Kerb & Channel	100%
5.11.4.4	Drainage Sump Work	100%
5.11.4.5	Basecourse Works	100%
5.11.4.6	Finishing Works	100%
5.12	Debris Removal / Cleanup	99%
5.13	Commissioning / Handover	100%
5.14	Contactual Practical Completion	100%
08 SIFF ACADEMY OVERALL SUMMARY PROGRESS		100%



ADDENDUM NO 3

**ADDENDUM TO PAYMENT SCHEDULE OF THE
CONTRACT**

FOR

**THE DESIGN AND CONSTRUCTION OF PACIFIC GAMES
2023 SIFF FOOTBALL ACADEMY (CONTRACT NO. CTB-
C48/20)**

between

NATIONAL HOSTING AUTHORITY

(Solomon Islands Government)

and

JED ENTERPRISES (SI) LIMITED

HONIARA, P.O.BOX 1210,

SOLOMON ISLANDS

Issued October 2023

ADDENDUM TO THE CONTRACT

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

The Parties entered into the Contract Agreement for the Design and Construction of the Pacific Games 2023 SIFF Football Academy Field had on this date agreed to changes and amendment of the contract terms and conditions. The clauses referred herein shall repeal or include and shall form part of the final Contract.

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

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

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

1. **AMENDMENT 1: PAYMENT SCHEDULE IV-** The Payment Schedule has been amended as stated below:
2. **AMENDMENT 2: ADDITION TO CONTRACT – PROPOSED REVISED PAYMENT SCHEDULE – (Attached)**

PART IV: PAYMENT SCHEDULE

This Payment schedule is referred to the original payment schedule hereby superseded milestone payment claims. This payment schedule shall form part of contract and is crucial part of which contractor shall be remunerated. This schedule is referred to the Contractors milestones and claims. If there are any inconsistencies of milestones claims from the contractor, this milestones and payment schedule stated herein supersedes such contractor's claims.

CONTRACT VALUE: SBDS72,539,650.92					
PAYMENT NUMBER	MILESTONE DESCRIPTION	Percentage of progress as per contract value	Amount for this claim	RETENTION withheld 5%	PAYABLE AMOUNT
Payment No.1 (End Aug'22)	<p>Mobilization Shall be made as advance payment prior to contractor's commencement on site. All required works claimed as mobilization payment shall include all works preparatory works, designs and Geotech works, procurement of materials, site establishment and initial works, fulfilment of all pre-construction documentations etc.</p> <p>Bulk Earthworks: (80%)</p> <p>Geotechnical & Topographic Surveys: (100%)</p> <p>Administration Building: (28%)</p> <p> Foundation Sub-Structure</p> <ul style="list-style-type: none"> - Profiling and set out - Excavation, backfill & Compaction to sub-grade - Concrete blinding below footing - Reinforcement & form works to footings - Inspection & approval - Concrete Pour to footings - Under slab Block walls <p>Dormitory Building: (25%)</p> <p> Foundation Sub-Structure</p> <ul style="list-style-type: none"> - Profiling & set out - Excavation & compaction of sub-grade - Back fill and compaction - Concrete blinding below footing - Reinforcement & form works to footings - Inspection & approval - Concrete Pour to footings <p>Change room (30%)</p> <p> Foundation Sub-Structure</p> <ul style="list-style-type: none"> - Profiling and set out - Excavation & compaction of sub-grade - Back fill and compaction - Concrete blinding below footing - Reinforcements & Formworks to footings 	30.07% Total Cumulative Work Completed For the Period	\$21,810,934.39	\$1,090,546.72	\$20,720,387.67

	<ul style="list-style-type: none"> - Inspection & approval - Concrete Footing Pour - block work completed to underside of slab level, including core fill - Underground services-pre-plumbing and electrical installations. <p>1 x standard Futsal Court: (10%)</p> <ul style="list-style-type: none"> - Ordering of Materials - General profiling & corner posts <p>2x Soccer Grass field (10%)</p> <ul style="list-style-type: none"> - General Finished Design Levels finally produced <p>Boundary & Security fence: (45%)</p> <ul style="list-style-type: none"> - Chain link installation commenced to complete East boundary 				
<p>Payment No. 2 (End Sept'22)</p>	<p>Progress payment No: 2 shall be made upon completion of all works for: Bulk Earthworks: (92%)</p> <p>Administration Building: (35%) Foundation Sub-Structure (Cont.)</p> <ul style="list-style-type: none"> - Underground services-pre-plumbing and electrical installations. - Underground block walls commenced & core filled - Build-up of compacted coral fill and sand blinding to underside of GF Slab - Termite Treatment carried out and DPM installed <p>Dormitory Building: (35%) Foundation Sub-Structure (Cont.)</p> <ul style="list-style-type: none"> - Reinforcements to concrete walls below slab - Inspection & Approval - Concrete pour to Under slab walls - Build-up of coral fill and sand blinding to underside of GF Slab - Termite Treatment completed & DPM installed <p>Change room (35%)</p> <ul style="list-style-type: none"> - Build-up of coral fill and sand blinding to underside of GF Slab - Termite Treatment completed & DPM installed <p>1 x standard Futsal Court: (20%)</p> <ul style="list-style-type: none"> - General Excavations & fill - Excavation to deep footings (for pedestals) - Profiling and grid set out for all Excavations. <p>2x Soccer Grass field (25%)</p> <ul style="list-style-type: none"> - Fixing up general areas to suit project design levels - Profiling and Grid set out for drainage trenches/sprinkler layout - Procurement of Drainage pipes and Irrigation system <p>Boundary & Security fence: (65%)</p> <ul style="list-style-type: none"> - Chain link installation completed to Eastern boundary & continued to North & West Sides. <p>Access Road-2 x way traffic (20%)</p> <ul style="list-style-type: none"> - Grading & compaction of existing sub-grade completed to West & North side roads. <p>Site Drainage (30%)</p> <ul style="list-style-type: none"> - Profiling of North side open Earth Drain - Commence excavation & compaction of Earth Drain sides. 	<p>Approx 9.35% For the Period</p> <p>Total Cumulative Work Completed 39.42%</p>	\$6,783,065.97	\$339,153.30	\$6,443,912.67

<p>Payment No.3 (Mid Nov'22)</p>	<p>Progress payment No: 3 shall be made upon completion of all works for: Bulk Earthworks: (100%) Completed</p> <p>Administration Building: (46%) Ground floor & Structural Wall - Reinforcing & Formwork to Ground Floor Slab - Inspection & Approval of Ground Floor Slab - Concrete slab, poured & cured with wet copra sacks - Install electrical conduits for GPO's</p> <p>Dormitory Building: (46%) Foundation Substructure - Substructure completed - Preparing for Ground Floor slab installation</p> <p>Change room (48%) Ground floor Slab level - Reinforcement & formwork commenced for Ground Floor Slab - Blocks stored on site for GF walls (later)</p> <p>1 x standard Futsal Court: (40%) Foundation Substructure - Reinforcement inspections carried out for pad footings & pedestals/tie beams - Most main PF1's & PFF2's Concrete poured - Most pedestals/Tie beams poured (remaining left out till later date to allow access to Futsal site)</p> <p>2 x Soccer Grass field (30%) - Stockpiles (2No.) of free draining coarse sand - Perforated Drainage Pipes & Fittings arrived in Honiara. - All sprinkler Irrigation Equipment arrived in Honiara. - Drainage trenches excavated to 80%</p> <p>Boundary & Security fence (75%) - All chain-link fencing completed - Work commenced on 2No. North-East & South-East Gates</p> <p>Access Road (2-way traffic) (30%) - Commencement of initial grading on West & North Side Road.</p> <p>Drainage (External Works) (40%) - Completion of open Earth drain to North side Boundary. - Commence with forming Open Drain to West Side Road</p>	<p>Approx 9.88% For the Period</p> <p>Total Cumulative Work Completed 49.30%</p>	<p>\$7,169,696.28</p>	<p>\$358,484.81</p>	<p>\$6,811,211.47</p>
<p>Payment No. 4 (End Dec'22)</p>	<p>Progress payment No: 4 shall be made upon completion of all works for: Administration Building: (57%) Ground floor & structural walls - Continue with Blockwork walls up to underside of Beams - Complete all core fill - Complete formwork to GF Columns - Pour concrete to GF columns - Building service conduit installed.</p> <p>Dormitory Building: (57%) Ground floor slab level & structural walls - Reinforcement & Formwork for GF Slab Inspected & Approved - Complete GF slab pour & cure</p>	<p>Approx 9.98% For the Period</p> <p>Total Cumulative Work Completed 59.28%</p>	<p>\$7,238,532.08</p>	<p>\$361,926.60</p>	<p>\$6,876,605.48</p>

	<ul style="list-style-type: none"> - Commence GF walls reinforcement to 1F u/slab level - Building service conduits installation Change room: (60%) Ground Slab Level - Reinforcement & Formwork for GF Slab Inspected & Approved - GF Slab completed & cured - Commence with GF blockwork walls - Form timber window/door frame - Building services conduits installed 1 x standard Futsal Court: (60%) - Remaining Footings completed - Complete under slab filling between all TB's - Structural steel brought to site - Commence with preparations to start erecting main steel. 2x Soccer Grass field (45%) - Construct Concrete slab for water tanks - Bore hole/Pump Installation - Install perforated drainage pipes - Backfill drains with river gravel - Lay electrical conduits for field lighting - Install 2No. 60kl water tanks & piping (incl. pumps) - Install sprinkler system in place & pressure test - Install top 300mm of coarse sand & compact - Sew Grass Seeds Boundary & Security Fence: (80%) - All chain-link fencing completed - 2No. Picket gates to chain-link fencing completed - Commence with picket fencing section Access Road-2 x way traffic (40%) - Continue with sub-base, base works - Commence with kerb works (to one side) Drainage (External Works) (50%) - Commence with coral fill to west side drain, shape sides to prepare for concrete drain lining. - Construct site egress culvert (1No.x600dia) and head walls to each side. - Construct 2 No. 900Dia culverts across North Road to creek from open drain on Northern boundary. Allow for compaction of existing road fill around culverts. 				
<p>Payment No 5 (Mid Feb'23)</p>	<p>Progress payment No: 5 shall be made upon completion of all works for:</p> <p>Administration Building: (67%)</p> <p>Upper floor level & structural walls</p> <ul style="list-style-type: none"> - Formwork & reinforcement to all 1F Beams completed - Inspections & approvals - Concrete poured to beams & floor slab - Commence with blockwork walls to upper floor. <p>Dormitory Building: (67%)</p> <p>Upper floor level</p> <ul style="list-style-type: none"> - Reinforcement & Formwork completed to all GF Concrete walls - Concrete walls poured to underside of FFL beams 				

Payment No 5 (Mid Feb'23)	<ul style="list-style-type: none"> - Prepare all Reinforcement/formwork for beams to upper floor 				
	<ul style="list-style-type: none"> Change room (80%) <ul style="list-style-type: none"> GF Block walls & RL Beam <ul style="list-style-type: none"> - Complete all block walls (incl Ring Beams) - Commence Reinforcement work to Roof Level Ring Beams 1 x standard Futsal Court: (80%) <ul style="list-style-type: none"> Steel portal frame <ul style="list-style-type: none"> - Complete Erection of Main steel frame - Commence with steel roof framing works GF slab preparation <ul style="list-style-type: none"> - Complete compaction of coral fill - Complete sand blinding - Carry out termite treatment - Complete DPM laying of complete slab. 2x Soccer Grass Pitch: (65%) <ul style="list-style-type: none"> - Carry out first 6 weeks of grow-in & maintenance (by Hilt) of grass fields Beach Soccer Pitch: (55%) <ul style="list-style-type: none"> - Commence with re-setting out of profiles - Complete excavation, backfill & compaction to design levels - Excavate for small block wall footing - Place reinforcement for concrete footing, place formwork - Inspection & Approval - Pour Concrete to footing - Construct blockwork Nib wall & Core fill - Install 2 No. drainage pipes & fill with coarse sand, around Pipes Boundary & Security Fence: (85%) <ul style="list-style-type: none"> - Steel Picket Fence Continued - Commence with fabrication of 2No. Roller Doors Access Road-2 x way traffic (60%) <ul style="list-style-type: none"> - Complete all base coarse & kerb works (ready for finishing road surface) Drainage (External Works) (60%) <ul style="list-style-type: none"> - Prepare formwork for West side concrete V-shaped drain Carpark & Retaining Walls (45%) <ul style="list-style-type: none"> - Profiles and grid set out - Commence with Grading compaction of carpark roadway to dormitory. Public Ablution Block (45%) <ul style="list-style-type: none"> - Profiling and Grid set out - Complete excavation, backfill compaction to design levels - Complete all reinforcement to Footings - Inspect & Approval - Pour Concrete Footing - All under slab block walls to underside of GF slab including core fill Completed. - Backfill all areas with coral fill and compact - Complete sand blind, termite pray and then lay DPM - Complete all Reinforcements to GF slab - Inspect & Approve - Pour Concrete to GF slab 	<p>Approx 8.44% For the Period</p> <p>Total Cumulative Work Completed 67.72%</p>	\$ 6,119,427.75	\$305,971.39	\$5,813,456.36

<p>Payment No: 6 (End April'23)</p>	<p>Progress payment No: 6 shall be made upon completion of all works for the following areas: Administration Building: (79%) Upper Blockwork walls & Roof level Ring Beams - Block walls to underside RF level Beams Complete - Reinforcement and formwork to all RL ring beams complete - Inspect & Approved - Pour concrete to all Roof level Ring Beams Dormitory Building: (73%) Upper level & Roof level - Poured & cured Concrete to upper floor beams & slabs. - Complete blockwork walls to underside RF level Beams. - Commence reinforcement and formwork to all RL Ring Beams. Change room: (85%) - Complete construction & installation of all timber trusses & purlins - Complete Installation of all Roof Sheeting & Flashings - Complete all Render works (External/Internal) to Block walls. - Commence all Electrical Fit-off for light & power. - Commence all Plumbing first fit offs. - Commence all Mechanical A/C first fit-off. - Commence all Carpentry ceiling works. - Commence all Floor & Wall Tiling - Prepare for vinyl floor Tiling. 1 x Standard Futsal Court: (80%) - Complete all Steel Roof framing members installation. - Complete all Roof sheeting & Flashings. - Complete all Reinforcement & Formwork to GF slab. - Pour concrete to slab & cure. - Run Electrical conduits for all overhead lighting & power outlets. - First fit-off for all overhead lights. 2x Soccer Grass Pitch: (69%) - Field Grass Maintenance continued ((by Hilt) - Complete Blockwork Nib Wall to Court. - Install all Field lighting posts, tested and commissioned. - Complete field markings (corner pegs, halfway lines etc) 1 x Beach soccer Pitch: (85%) - First layer of sand filling of Beach Soccer Pitch & Compaction - Marking of lines will be done by NHA/Hilt. - Prepare all surrounding grounds to be made good Boundary & Security Fence: (85%) - Steel Picket Fence Continued - Completed installation of 2No. Roller Gates to Picket Fence Access Road-2 x way traffic (54%) - Commence with Finishing surface to 6m wide roadway</p>	<p>Approx 8.37% For the Period</p> <p>Total Cumulative Work Completed 76.08%</p>	<p>\$6,069,179.91</p>	<p>\$303,459.00</p>	<p>\$ 5,765,720.91</p>

	<p>Drainage (External Works) (80%)</p> <ul style="list-style-type: none"> - Completed all Concrete wall to Westside & Part North side open drain. <p>Carpark & Retaining Walls (30%)</p> <ul style="list-style-type: none"> - Completed all base coarse works & compaction. - Commence with all Kerbs & Drains. <p>Public Ablution Block (85%)</p> <ul style="list-style-type: none"> - Complete all GF Blockwork walls including concrete ring beams. - Complete all Timber Roof Trusses - Complete all Roof sheeting & Flashings - Complete all External Render - Complete all Timber Door & Window Frames - Complete all ceiling linings - Commence all Plumbing First Fit-off - Commence all Electrical First Fit-off - Commence all Floor & Wall Tiling 				
Payment No: 7 (Mid-June'23)	<p>Progress payment No: 7 shall be made upon completion of all the following works:</p> <p>Administration Building: (88%)</p> <p>Roof Level & Finishes</p> <ul style="list-style-type: none"> - Complete Installation of Timber Trusses - Complete Installation of Roof sheeting & Flashings - Complete Rendering of all Block walls - Complete Installation of all Internal Ceiling Linings. - Complete Installation of all Internal Partitions - Commence First fit offs of all Electrical Power Point & Light Fixtures - Commence first fit-off of all Plumbing Fitments - Commence first fit-off of all Mech A/C Equipment - Commence all Floor & Wall Tiling <p>Dormitory Building: (84%)</p> <p>Roof Level & Finishes</p> <ul style="list-style-type: none"> - Complete Installation of Timber Trusses - Complete Installation of Roof sheeting & Flashings - Complete Rendering of all Block walls - Complete Installation of all Internal Ceiling Linings. - Commence First fit offs of all Electrical Power Point & Light Fixtures - Commence first fit-off of all Plumbing Fitments - Commence first fit-off of all Mech A/C Equipment - Commence all Floor & Wall Tiling <p>Change room: (88%)</p> <ul style="list-style-type: none"> - Continue with Painting Finishes to all External walls, Doors & Windows - Continue with Painting Finishes to all Internal Wall Surfaces, Doors & Windows - Continue with Floor & Wall Ceramic and Vinyl Tilings - Continue with Services: Electrical, Mechanical & Plumbing. - Carry out rectification works on uneven concrete Slabs. <p>1 x Standard Futsal Court: (83%)</p> <ul style="list-style-type: none"> - Carry out rectification works on uneven concrete Slabs. 	<p>Approx 7.16% For the Period</p> <p>Total Cumulative Work Completed 83.24%</p>	\$5,192,451.79	\$341,227.65	\$6,483,437.49

<p>Payment No: 7 (Mid-June'23)</p>	<p>2x Soccer Grass Pitch: (81%)</p> <ul style="list-style-type: none"> - Continue with all grass seed Maintenance on all Field Works - Continue with completing all the Electrical Poles & Lighting Works. All have been tested. - Clean up general area around all Floodlights <p>1 x Beach soccer Pitch: (55%)</p> <ul style="list-style-type: none"> - Completion of all Field Works - Completion of all Electrical & Lighting Works. - Clean up of Area <p>Boundary & Security Fence: (87%)</p> <ul style="list-style-type: none"> - Site Offices Removed and Final Section of Picket Fence now Installed. - Clean up general area <p>Access Road-2 x way traffic (59%)</p> <ul style="list-style-type: none"> - Completion of most preparation roadworks. - Clean up of general Area. <p>Drainage (External Works) (92%)</p> <ul style="list-style-type: none"> - Completion of most works - General clean-up of surrounding areas. <p>Carpark & Retaining Walls (35%)</p> <ul style="list-style-type: none"> - Preparing for final heights of Internal roads & Carpark before Completion of most works - Clean up of Area <p>Public Ablution Block (90%)</p> <ul style="list-style-type: none"> - Complete all Painting to Building ((External & Internal) - Complete all Floor & Wall Tiling - Continue with Fit-off of all Services: Electrical & Plumbing. - Clean up of General Area around Building 				
<p>Payment No 8 (End July 2023)</p>	<p>Progress payment No: 8 shall be made upon completion of all works for:</p> <p>Administration Building: (95%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Excavation/Compacted fill & Foundations • GF Slab & GF blockwork walls to u/s FF Beams • FF Slab & FF Blockwork walls to u/s Roof Beams - 83% completion of the following: <ul style="list-style-type: none"> • Roof Level, Building Services & all finishes <p>Dormitory Building: (92%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Excavation/Compacted fill & Foundations • GF Slab & GF blockwork walls to u/s FF Beams • FF Slab & FF Blockwork walls to u/s Roof Beams - 73% completion of the following: <ul style="list-style-type: none"> • Roof Level, Building Services & all finishes 	<p>Approx 7.42% For the Period</p> <p>Total Cumulative Work Completed 90.66%</p>	<p>\$5,382,740.09</p>	<p>\$ 269,137.00</p>	<p>\$5,113,603.09</p>

<p>Payment No 8 (END JULY'23)</p>	<p>Change room: (96%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Excavation/Compacted fill & Foundations • GF Slab & Walls to U/S Lintel/ring Beam - 90% completion of the following: <ul style="list-style-type: none"> • Roof Level, Building Services & all finishes <p>1 x Standard Futsal Court: (98%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Excavate & Coral fill to remove all clay soils to below GL • Excavate for all Footings and compact base with coral • Tie all reinforcements & Concrete pour to all deep Pad footings • Tie reinforcements to all Pedestals/Tie Beams & Concrete Pour • Install all coral fill to u/s GF Slab & compact • Bring main Steel to Site and install Main Portal Frame • Install all Wall & Roof Purlins & Roof Sheeting • Prepare GF Slab formwork and pour Concrete - 60% completion of the following: <ul style="list-style-type: none"> • Install Vinyl Floor covering <p>2x Soccer Grass Pitch: (94%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Bring Fields to Base Design Level (4.30m) & Profile • Excavate & Install Perforated Drainage/ Refill trenches • Install all Irrigation Reticulation piping & Sprinklers • Construct Tank slab & Install 2 x 60 KL Water Tanks Etc • Install Borehole & Pump - 90% completion of Works for Spreading & Compaction of 300mm Free Draining Coarse Sand - 78% completion for Turf Specialist Fees (Prep & Seed and 3 Months Maintenance). <p>1 x Beach soccer Pitch: (83%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Bring the field to Base Design level & Profile • Excavate and dig Trenches for Blockwork surround wall - 88% completion for installation of Blockwork wall/footings and drainage pipes - 71% completion for installation of Drainage pipes to Ext drain (west side road). 				
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<p>- 74% completion for installation of 400mm thick (Golden) Fine specified Sand</p> <p>Boundary & Security Fence: (93%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Install Temp Fencing around Site (875m x \$741/m) • Install complete Chain Link Fence (725m x \$2,461/m) - 76% completion for installation of Steel Picket Fence (150m x \$3,676/m) - 63% completion for Fabrication & Installation of 4 No Gates (2 swing, 2 Roller) <p>Access Road-2 x way traffic (60%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Excavate the existing road grade, add 200mm Sub base and compact. Ditto for 200mm Top Base course. • Install Concrete Kerbing (one side only 250x150x145m) & concrete edging to Drain side (0.6 x 0.2 x 140m) • Install 145 No. Steel Bollards (set in concrete, 600 above GL, 400 into ground, painted in Warning colours, Y&B). - 27% completion of the following: <ul style="list-style-type: none"> • Prime & Seal coat and 2 No Layers of bitumen chip seal to complete Road area (Approx 145 x 6.8 m= 986m²) <p>Site Drainage (98%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Supply & Install Steel Culvert 7m long, 450 Diameter to Gate on West side Egress Road, incl all excavation, compacting, coral filling and joining up with concrete headwalls & Road at a later date • Supply & Install RC Culvert Drain 18m x 600mm Diameter Through North Road u/g to creek including all Excavation, Site concrete, sand fill, compacted coral fill and Concrete Head walls at boundary & Gabion Baskets to creek. - 95% completion for the following Works: <ul style="list-style-type: none"> • Excavate & form/shape Earth Drain outside/along North Boundary Perimeter Fence (208m long) Incl taking 5 No. Drainage outlet pipes from the North side of the Football Fields. - 98% completion for the following Works: <ul style="list-style-type: none"> • Excavate & Form Open Conc Lined "U" Drain with Compacted Coral Filled base (Approx 140m) to Road Drain to West External Boundary and round the corner along the North part Road to the head wall of the u/g Culvert under the North Road to the creek <p>Carpark & Retaining Walls (45%)</p>				
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	<p>Public Ablution Block (98%)</p> <ul style="list-style-type: none"> - 100% completion of the following: <ul style="list-style-type: none"> • Excavation/Compacted fill & Conc. Foundations • GF Slab & Walls to U/S Lintel/ring beam - 94% completion of the following: <ul style="list-style-type: none"> • Roof Level, Building Services & all finishes 				
<p>Payment No. 9 Practical Completion Date (24 October'23)</p>	<p>Progress payment No: 9 shall be made upon completion of all works for:</p> <p>Administration Building: (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean-up - Testing & Commissioning of all Services (Elect, Mech & Plumbing) <p>Dormitory Building: (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean-up - Testing & Commissioning of all Services (Elect, Mech & Plumbing) <p>Change room: (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean-up - Testing & Commissioning of all Services (Elect & Plumbing) <p>1 x Standard Futsal Court: (100%)</p> <ul style="list-style-type: none"> - Completion of 3-month maintenance period. - Completion of all works & clean-up - Testing & Commissioning of all Services (Elect.) <p>2x Soccer Grass Pitch: (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean-up - Testing & Commissioning of all Services (Elect.) <p>1 x Beach soccer Pitch: (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean-up - Testing & Commissioning of all Services <p>Boundary & Security Fence: (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean up <p>Access Road-2 x way traffic (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean up <p>Site Drainage (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean up <p>Carpark & Retaining Walls (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean up <p>Public Ablution Block (100%)</p> <ul style="list-style-type: none"> - Completion of all works & clean-up - Testing & Commissioning of all Services (Elect & Plumbing) <p>Debris Removal/Clean Up: (100%)</p> <ul style="list-style-type: none"> - Completion of all works <p>Commission off all Services: (100%)</p> <ul style="list-style-type: none"> - Completion of all Commissioning of Services <p>Practical Completion: (100%)</p> <ul style="list-style-type: none"> - Completion of PC Certificate 	<p>Approx 9.34% For the Period</p> <p>Total Cumulative Work Completed 100%</p>	\$ 6,773,622.65	\$ 338,681.13	\$6,434,941.52

Payment No 10	Payment of 50% of the retention shall be made upon issuance of Practical Completion of all Works		\$1,813,491.27		\$1,813,491.27
Payment No: 11	Retention Payment of 50% shall be paid after a Defects Liability Period of 6 months and after the Purchaser, herein National Hosting Authority is satisfied with completion of all defects thereof.		\$1,813,491.27		\$1,813,491.27
TOTAL			\$72,539,650.92	\$3,626,982.54	\$68,912,668.37

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

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

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

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

1. For the Purchaser: National Hosting Authority

Signed by for NHA: [Signature] Name Dr Jimmie Rodgers Date: 11/10/23

Designation: Chairman National Hosting Authority

Witness by for NHA: [Signature] Name Christian Nieng Date: 11/10/23

Designation: Executive Director, NHA

2. For Contractor: (JED Enterprises (SI) limited)

Signed by for JED Enterprises (SI) Ltd: [Signature] Name David Leong Date: 7/10/2023

Designation: JED Managing Director

Witness by for JED Enterprises (SI) Ltd: [Signature] Name Ang Jiangqing Date: 7/10/2023

Designation: JQY Managing Director



3. Countersigned by David Terrance Designation: JED PROJECT MANAGER

DAVID TERRANCE

CONTRACT AGREEMENT

FOR

**DESIGN AND CONSTRUCTION OF PACIFIC GAMES 2023
SIFF FOOTBALL ACADEMY (CONTRACT NO. CTB-C48/20)**

BETWEEN



**SOLOMON ISLANDS GOVERNMENT - REPRESENTED BY
NATIONAL HOSTING AUTHORITY**

AND



**JED ENTERPRISES (SI) LIMITED
HONIARA, P.O.BOX 1210,
SOLOMON ISLANDS**

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PART I: CONTRACT AGREEMENT

THIS AGREEMENT made on this 12th day of November, 2021, between National Hosting Authority, representing the Solomon Islands Government (hereinafter “the Purchaser”), of the one part, and **JED Enterprises (SI) Ltd of Honiara, P.O.Box 1210, Solomon Islands** (hereinafter “the Contractor”), of the other part:

WHEREAS the Purchaser desires that the Works known as **Design and Construction of Pacific Games 2023 SIFF Football Academy (Contract No. CTB-C48/20)** 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,

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 applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.
3. The language for use in any communication regarding this contract shall be in English.
4. The price of the execution of Works is confirmed in the Tender and Price Schedule as part of your Tender submitted on 18th day of August 2021.
5. The total Price shall be **SBD\$72,539,650.92(Seventy-Two Million, Five Hundred Thirty-Nine Thousands, Six Hundred Fifty Dollars, Ninety-Two Cents)**. The agreed price for the execution of the Works is fixed for the duration of the Contract.
6. The place where the Works have to be executed shall be at the site described as in contract. The works shall be completed within 480 construction days from the Contract Commencement date.
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 Purchaser for the completion of all progressive works shall be addressed to the **PROJECT MANAGEMET 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 Particular Conditions of Contract for the Execution of Works.

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

- a) *Part II: Terms & Definitions*
- b) *Part III: Contract Data (Particular Conditions)*
- c) *Part III: General Conditions*
- d) *Part III: Payment Schedule*
- e) *Part IV: Annexes-the Contractor's Proposal and any other documents forming part of the Contract and shall be attached as Annexes to the contract including;*

11. Both Parties agreed that this contract is a Design and Build Contract of which turn Key terms and conditions shall apply as part of works and payments.

12. 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.

13. 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.

14. 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.

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

16. The Purchaser 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.

1. For the Purchaser (National Hosting Authority)

Signed by for NHA _____ Name Dr Jimmie Rodgers (for the Purchaser)

Designation: *Chairman National Hosting Authority*

Witness by for NHA _____ Name Mckinnie Dentana (for the Purchaser)

Designation: *PS MOF*

2. For Contractor (JED Enterprises (SI) Limited)

Signed by for JED Enterprise (SI) Ltd _____ Name David Leong (for the Contractor)

Designation: *JED Managing Director*

Witness by for JED Enterprise (SI) Ltd _____ Name Yang Jiangqing (for the Contractor)

Designation: *JQY Managing Director*

3. Counter Signed by _____ (Attorney General)

SUB-PART I: TERMS AND DEFINITIONS

The following terms in these General Conditions of Contract for the Execution of Works for the Government of the Solomon Islands are written with initial capitals and are defined as follows.

Terms	Clause	Definitions
Specifications and Performance Requirements	1.1	A document attached to the Contract which, when initialled by both parties, forms part of the Contract.
Documentation:	1.2	The manuals or other user instructions accompanying the installations and equipment included as part of the works shall all be in English.
Execution of Works:	1.3	These General Conditions of Contract for the Execution of Works, which apply to and form part of the Contract.
Inspection:	1.4	The inspection of the Works for visible defects and non-conformity carried out at the Purchaser's request on the Contractor's site prior to Delivery
Purchaser:	1.5	The Government of the Solomon Island or any other Government agency using these General Conditions of Contract for the Execution of Works.
Contractor:	1.6	The Purchaser's counterparty.
Delivery:	1.7	The delivery of the Works referred to in Subclause 3.4.1, including its assembly or installation in accordance with the requirements set out in the Contract.
Contract:	1.8	The written agreement between the Purchaser and the Contractor to which these Purchasing Conditions are declared to be applicable.
Party:	1.9	The Purchaser or the Contractor, depending on the context.
Works:	1.10	The description of the activities to be implemented by the Contractor, including equipment to be delivered and installed by the Contractor under the Contract.
Product:	1.11	The equipment which the Contractor has included in his Works as part of his Contract

Terms	Clause	Definitions
Project Manager	1.12	The Project Manager is the person named in the Contract (or any other competent person appointed by the Purchaser and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract
Engineers	1.13	Defined as qualified personnel in civil, building and or any related field engaged by either party for the construction works.
Contractor's Environmental and Social Management Plan (C-ESMP)	1.14	A document under performance Guarantee specifying the environment and social obligation under the contract
Management Strategies and Implementation Plans (MSIPs)	1.15	Similarly, the construction schedules and or other documents setting out methodologies and work procedures on site for the purpose of construction.
Milestone Certificate	1.16	Milestone certificate” means the certificate issued by the Engineer of Contractor and accepted by Purchasers Project Manager
Site	1.17	Site means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.
Variation	1.18	On the first line, “any change to the Works” is replaced with “any change to the Employer’s Requirements or the Works.
Schedule of Payments	1.19	If the Schedule of Payments specifies payments to be made to the Contractor based on Milestones, payments shall be made upon completion of such Milestones.
Materials Specifications	1.20	Defined as required construction material standards specified in GCC and particular conditions.
WBS	Part IV	Payment definition of Work Based Schedule
SIFF	3.10.1	SIFF means Solomon Islands Football Federation
OFC	3.10.1	OFC Means Oceania Football Confederation

Terms	Clause	Definitions
FIFA	3.10.1	Fédération Internationale de Football Association

PART II – PARTICULAR CONDITIONS

The following Particular Conditions of Contract shall supplement the General Conditions for the Execution of Works for the Government of the Solomon Islands. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions for the Execution of Works (GCC). The corresponding clause numbers in the General Contract Conditions are indicated in below paragraphs. Where sample provisions are furnished, they are only illustrative of the provisions that the Contractor should draft specifically for each Works contract.

Conditions	Clause reference	Data
Governing Law	Part 1(2)	The applicable law for interpretation and in any situation of defaults nor disputes, the governing related laws shall take precedence for such purpose.
Language for communications	Part 1(3)	The language for use in any communication regarding this contract shall be in English.
Address of Contractor for communications:	1.5	JED Enterprises (SI) Limited P.O.Box 1210, Honiara Solomon Islands
Purchaser's name and address for communication	1.5	National Hosting Authority P.O. Box 2443 Solomon Islands Government
Description of Construction works	1.10	Design and Construction of Pacific Games 2023 SIFF football Academy (Contract No. CTB-C48/20)
The Purchaser's Engineer's name and address	1.12	Eldon Tapa Project Management Unit National Hosting Authority
The Contractor's Engineer's name and address	1.13	George Pugeva Project Engineer JED Enterprise (SI) Limited P.O. Box 1210, Honiara Solomon Islands
Contract Value	Part1 (5)	The accepted Contract amount is: \$72,539,650.92(Seventy-Two Million, Five Hundred Thirty-Nine Thousands, Six Hundred Fifty Dollars, Ninety-Two Cents. Inclusive of materials, Labour, machineries, equipment, taxes etc.

Conditions	Clause reference	Data
Site	1.17	The location of which the works and delivery is guaranteed shall be at; <i>Solomon Islands Football Federal Academy Opposite King George Sixth School East Honiara Solomon Islands</i>
Commencement of works	3.1	The Contractor shall commence works on site after fulfilment of required documents as stated below a) Signature of the Contract Agreement b) provide to the Purchaser building design, work schedules (Gantt Chart), OHS procedures documents; c) Site plan including access to and possession of the Site. d) Permits, licenses, insurances, performance security guarantee etc. e) The Management Strategies and Implementation Plans on the health and safety manual, Other documents deemed appropriate to allow commencement of works.
Taking Possession of Site	3.2	Taking over of site for commencement of works shall be 14 days after fulfillment of requirements stated in clause 3.1 (GCC) and those stated in this clause referenced in GCC.
Delivery of Works	3.4 (3.4.2)	The contractor shall complete the works within the time period given and shall conform for 480 construction days.
Defects Notification Period	3.5.5	180 days (six months) during the time when certificate is signed and issued for start of defect Liability Period
Liquidated Damage Penalties	3.5.6	The purchaser shall impose daily liquidated damage rate of 0.1% for every day upon any delay by the Contractor to deliver complete works upon time required as stated in the GCC.
Inspection & Tests	3.8	Inspection and tests by the Purchaser or 3rd party in name of the Purchaser regarding the Execution of the Works and the quality levels applied to may be implemented as follows:

Conditions	Clause reference	Data
Milestones	5.1.4	Milestones shall be made in accordance with the progress of deliveries and the Payments schedules.
Payment Schedule	5.1.5	Payment as agreed shall be made according to the Payment schedule and milestones progress reports as stated in the Payment Schedule.
Address of Project Manager for communications:	1.3	Jone Vave Project Manager Project Management Unit National Hosting Authority Sea King Building-Town Council Honiara-Solomon Islands
Address of Project Manager for communications:	1.3	David Torrence Project Manager JED Enterprises (SI) Limited P.O. Box 1210, Honiara Solomon Islands
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 10% shall require written consent of the Purchaser's Engineer and Project Manager.
Variation orders	3.4.6	The contract is a design and build, therefore, variation is not allowed unless conditions stated in 3.4.6 become applicable.
Daily Liquidated Damages imposed upon delay	3.5.6	The Purchaser shall impose daily liquidated damage rate of 0.1% for every day upon any delay by the Contractor to deliver complete works upon time required as stated in the GCC.
Purchaser's liquidated damage of delay for delay of payments	3.5.7	Contractor shall demand purchaser 0.1% liquidated damage daily upon any delay of payment after 28 days stated in GCC.
Performance Security	3.6	The Performance Security will be in the form of a written declaration confirming all performance requirements.

Conditions	Clause reference	Data
Parts of the Works for which subcontracting is not permitted	4.13.1	The Contractor shall not subcontract any part of the works that related to main structures of the entire building. The contractor may only subcontract supply of materials or other Labour related works pursuant to clause.
Retention	5.2.5	The Purchaser shall retain 5% of the total Contract amount as retention as cover for defect Liability Period. Retention money withheld shall be released six months after Purchaser agrees to defects rectification and issue certificate of final completion.
Mobilization Payment	5.3.1	If required, the purchaser shall pay Mobilization payment of percentage mentioned in schedule of payment to the Contractor prior to commencement of works.
Advance payment	5.3.2	If required, the Purchaser shall pay the contractor an Advance payment after the contractor provided Bank Guarantee from their Banker the amount equivalent to the amount requested in their invoice pursuant to the Payment Schedule and the GCC.
Amount of Insurance	7.6.1	Contractor shall provide with their tender to following proof of insurance: <ul style="list-style-type: none"> - <i>Workmen's Compensation -As required by SI Law</i> - <i>Public Liability insurance of not less than SBD 2,000,000.00</i> - <i>Equipment for use in Project Replacement Value</i>
Appointment of Arbitration representatives	7.11.1	The Solomon Islands Government shall represent the National Hosting authority through the office of the Attorney General Chambers whereas the contractor shall be represented by the Dudley Lawyers.
Rules of arbitration	7.11.1	Parties shall endeavor to settle all disputes through negotiation. Should negotiation fail, parties may request arbitration through the Solomon Islands Bar Association.
Place of arbitration	7.12.1	Place of arbitration shall be in Honiara, Solomon Islands

PART III: GENERAL CONDITIONS OF THE CONTRACT

3.0 PERFORMANCE OF THE CONTRACT

Article titles	Clause	Sub-clauses
Article 3.1: Commencement of Work	3.1.1	<p>The Purchaser's Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:</p> <ul style="list-style-type: none"> a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities; b) Delivery to the Contractor of reasonable evidence of the insurances (workers' compensation, public liability and equipment/machineries insurance), building design, work schedules (Gantt Chart). c) Except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under Clause 3.2.1 as required for the commencement of the Works; d) Subject to Clause 4.11.3 on the Management Strategies and Implementation Plans on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay. <p>The contractor shall bound to comply prior to commencement of works the conditions and requirements thereof;</p>

Article titles	Clause	Sub-clauses
<p>Article 3.4 Delivery of work</p>	<p>3.4.1</p>	<p>Unless agreed otherwise in writing, Delivery of the Works, specified by the Purchaser in the Design, Technical Specifications 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 Purchaser, 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. The schedule of deliveries shall conform to and as follows;</p> <ul style="list-style-type: none"> a) Contractor prior to construction shall produce final and detailed design as per required within time mentioned as in Contract Data. b) Contractor shall provide detailed priced bills of quantities stating the confirmed rates and prices within the time frame stated in Contract Data (PC) prior to construction of building. c) Or any other documentation as may be required or requested by the Purchaser. d) The deliveries of this work is required in two phases as stated below and in Contract Data and Work Schedule Annexed to this contract. The contract is scheduled in two phases <ul style="list-style-type: none"> 1) Phase 1: Building Design and Civil works to the site 2) Phase 2: Construction and completion stage to include turf works to the Field pitch.
	<p>3.4.2</p>	<p>The agreed delivery date(s) or period(s) are considered to be fixed and final and is stated as in Contract Data clause. 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.</p>
	<p>3.4.3</p>	<p>Delivery of the Works earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has</p>

Article titles	Clause	Sub-clauses
	<p>3.4.4</p> <p>3.4.5</p> <p>3.4.6</p>	<p>been obtained from the Purchaser and will not alter the agreed payment date.</p> <p>The Purchaser 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 Purchaser 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.</p> <p>The provisions of this clause apply to the Delivery deferred by the Purchaser, 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.</p> <p>This provision shall be read with above clauses, in the event where the scope and design have been changed, added or in any situation where the required works had been and design modified, the contractor may request variation of which the purchaser must approve and issue variation orders. This procedure must follow variation order as required by purchaser.</p>
<p>Article 3.5 Guarantee</p>	<p>3.5.1</p> <p>3.5.2</p>	<p>The Contractor guarantees that the delivered Works complies with the Drawings, designs, Specifications and Performance Requirements the Contractor has been bidding against and which have been accepted by the Purchaser 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 Purchaser might expect on the basis of the Contract.</p> <p>If the Purchaser 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 Australian Construction and Building standards as applicable on the Solomon Islands, customary requirements concerning soundness, fitness for purpose and workmanship,</p>

Article titles	Clause	Sub-clauses
		<p>and all requirements and customary industry regulations concerning quality, safety, health and the environment.</p> <p>3.5.3 The Purchaser 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 Purchaser, the Contractor will rectify the defect or non-conformity within a period set by the Purchaser in accordance with the provisions of contract.</p> <p>3.5.4 The Contractor guarantees that the delivered Works is free of any special encumbrance or restriction that the Purchaser has not accepted explicitly and in writing. The Contractor indemnifies the Purchaser against all claims in this regard.</p> <p>3.5.5 The Purchaser may demand that, as security for compliance with, inter alia, the Contractor's Defects Liability Period obligations under this Contract is indicated in Particular Conditions.</p> <p>3.5.6 The purchaser shall impose liquidated damage for any delay by the contractor unless the delay is caused by any external factors described as natural factors or any cause not related to the contractor, Purchaser shall impose a penalty for such a delay with the rate of 0.1% commence at the time the contractor delays or has not responded in rectifying the delays.</p> <p>3.5.7 The Contract shall demand liquidated damage upon realization if the purchaser delays payment more than 28 days as specified in the Contract, the Purchaser shall liable for 0.1% daily liquidated damage upon any delay as specified.</p> <p>3.5.8 The Purchaser may demand that, as security for the completion of the Contract, and the Contractor's performance obligations under this Contract, a Performance Guarantee in a form of a Bankers Guarantee through a bank accepted by the Purchaser.</p>

Article titles	Clause	Sub-clauses
	<p>3.5.9</p> <p>3.5.9</p>	<p>The Purchaser shall withhold amount of retention for the purpose of defects for the period of time described as in particular conditions (Contract Data).</p> <p>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.</p>
<p>Article 3.6: Performance Security Guarantee</p>	<p>3.6.1</p> <p>3.6.2</p> <p>3.6.3</p>	<p>The Contractor shall obtain (at its cost) a Performance Security Guarantee, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.</p> <p>The Contractor shall submit a performance bond or security for the amount as specified in the Contract Data. The Purchaser shall not make a claim under the Performance Security, except for amounts for which the Purchaser is entitled under the Contract specifying any damages or liquidated losses to which performance bond is applied.</p> <p>Return of Performance Security-The Purchaser shall return the performance security 28 days after completion and handover of the project.</p>
<p>Article 3.7 Protection of the Environment</p>	<p>3.7.1</p> <p>3.7.2</p> <p>3.7.3</p>	<p>The Contractor shall take all necessary measures to:</p> <ul style="list-style-type: none"> a) Protect the environment (both on and off the Site); and b) Limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities. <p>The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Employer's Requirements, nor those prescribed by applicable Laws.</p> <p>In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the</p>

Article titles	Clause	Sub-clauses
		Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.
<p>Article 3.8 Works inspection and Test</p>	3.8.1	At the Purchaser's request, the Works may be regularly inspected by the Purchaser or a third party designated by the Purchaser during the execution of the Contract.
	3.8.2	<p>If the Purchaser wishes to inspect the Works:</p> <ul style="list-style-type: none"> a. the Contractor will allow the Purchaser or a third party appointed by the Purchaser full access to the location where the Contractor is executing the Contract; b. the Contractor will, upon request and at no cost to the Purchaser, cooperate with the Inspection and facilitate the Purchaser or a third party appointed by the Purchaser 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.
	3.8.3	If the Purchaser rejects the Works to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of the Purchaser, to rectify without delay, at its own expense and risk, the defects and notify the Purchaser when the Works are ready for a new Inspection. Rejection by the Purchaser during the first or previous Inspection will not lead to the agreed delivery period being extended.
	3.8.4	The approval of the Works by or on behalf of the Purchaser does not include any approval that the Works complies with the guarantees given in accordance with subclause 3.8.3.

Article titles	Clause	Sub-clauses
Article 3.9 Materials required Specification	3.9.1	The Contractor shall ensure that all materials supplied and used for this purpose are standard materials certified under the Australian standard. The contractor shall strictly conform to this clause, any change of materials specifications shall not be allowed unless, otherwise approved by the Purchaser or any person appointed by the purchaser.
Article 3.10 FIFA,OFC & SIFF standard requirement	3.10.1	The contractor shall ensure during the design and construction phases conform to the minimum standard of requirements for football or related sports stipulated in the FIFA,OFC & SIFF as stated in the manual attached as annexes.

4.0 RELATIONS BETWEEN THE PARTIES AND OBLIGATION

Article titles	Clause	Sub-clauses
Article 4.1: Contacts	4.1.1	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 as specified in Contract Data
	4.1.2	The contacts may represent and bind their Parties, unless the Contract provides otherwise.
Article 4.2: Method of notification	4.2.1	All notifications given by the Parties on the basis of the Contract must be in writing. Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
	4.2.2	‘In writing’ is understood to include ‘electronically’, provided: <ul style="list-style-type: none"> 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 4.3: Confidentiality	4.3.1	The Contractor will not disclose in any way any information that is provided by the Purchaser 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.
	4.3.2	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.
	4.3.3	The Contractor will not issue press releases or make other public statements about the Contract except with the prior consent of the Purchaser.

Article titles	Clause	Sub-clauses
	4.3.4	If the Contractor breaches its duty of confidentiality, the Purchaser may impose a penalty, as laid down in the 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.
<p>Article 4.4: Code of Conduct</p>	4.4.1	The Contractor shall have a Code of Conduct for the Contractor’s Personnel. The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of Conduct including specific behaviours that are prohibited, and understands the consequences of engaging in such prohibited behaviours. These measures include providing instructions and documentation that can be understood by the Contractor’s Personnel and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.
	4.4.2	The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel and the local community.
	4.4.3	The Contractor’s Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

Article titles	Clause	Sub-clauses
		professionals who are competent to carry out these duties.
Article 4.9 Replacement of the Engineers/Key Personnel	4.9.1	The Contractor shall not replace any of its Engineers or other technical people unless accepted by Purchaser or purchaser is informed prior to appointment and replacement of such engineers and technical personnel.
Article 4.10: The Engineers, duties, Authorities and obligations.	4.10.1	The Contractor include in its construction team Engineering staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.
	4.10.2	The Engineer shall also have the right to ensure all work procedures, instructions in lieu of the designs and requirements conform to the performance required by the purchaser.
	4.10.3	<p>The Engineer shall obtain the consent in writing to the Purchaser before taking action under the following Sub-Clauses of these Conditions:</p> <ul style="list-style-type: none"> a) Right to vary - instructing a variation, only for the purpose stated in Contract Data. b) In an emergency situation as determined by the Engineer; or c) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data. d) Value Engineering- stating consent or otherwise to a value engineering proposal submitted by the Contractor.
	4.10.4	The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Contract and shall notify the Contractor accordingly, with a copy to the Employer.
	4.10.5	The Engineer shall obtain the consent of the Purchaser before appointing or replacing an Engineer's Representative."

Article titles	Clause	Sub-clauses
	<p>4.10.6</p> <p>4.10.7</p> <p>4.10.8</p>	<p>If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.</p> <p>Upon any change of Engineer or if the Contractor replaces any of its Engineers, the contractor shall notify the Purchaser upon such changes to its engineer (s)</p> <p>Contractor shall take note that all the clauses stated above for the right to vary shall only be of the Purchaser's approval if so in any situation the following occurred;</p> <ul style="list-style-type: none"> a) Right to vary due to the change of scope of works not stated in the ITT. b) Change of design after approval of the original design which has changed the scope or the design has increased causing changes in costs. c) EOT may be considered by the Purchaser if in a situation caused by unmanageable weather conditions or any force majeure situation.
<p>Article 4.11: Contractor's General Obligations</p>	<p>4.11.1</p> <p>4.11.2</p> <p>4.11.3</p>	<p>The Contractor shall provide the Plant (and spare parts, if any), All equipment, material, and services to be incorporated in or required for the Works shall be restricted to specified building materials under international specifications or Australian building materials standards.</p> <p>The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives consent, a consent that shall not be unreasonably delayed, to the measures the</p> <p>Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code</p>

Article titles	Clause	Sub-clauses
		appropriate qualifications and experience from sources within the Country.
Article 4.15 Rates of Wages and Conditions of Labour	4.15.1	The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws."
Article 4.16 Working Hours	4.16.1	The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Purchaser's Requirements
Article 4.17 Facilities for Staff and Labour	4.17.1	If stated in the Purchaser's Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Purchaser's Personnel as stated in the Purchaser's Requirements."
Article 4.18 Health and Safety of Personnel	4.18.1	Except as otherwise stated in the Purchaser's Requirements, the Contractor is obliged to protect workers and labors under the Labour Laws of Solomon Islands
Article 4.19 Contractor's Personnel	4.19.1 4.19.2	The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who: a) persists in any misconduct or lack of care; b) carries out duties incompetently or negligently; c) fails to comply with any provision of the Contract; d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;

Article titles	Clause	Sub-clauses
	<p>4.19.3</p> <p>4.19.4</p> <p>4.19.5</p> <p>4.19.6</p>	<p>If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.</p> <p>In the case of replacement of Engineers and Key Personnel (if any), Clause 4.8.1 [Key Personnel] shall apply. Subject to the requirements in contract and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (e) in clause 4.19.2 above.</p> <p>Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d) or (e) as stated in clause 4.19.2.</p> <p>If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer. This sub-clause applied as part of clause 4.12.</p>
<p>Article 4.20 Foreign Personnel</p>	<p>4.20.1</p> <p>4.20.2</p> <p>4.20.3</p>	<p>The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works and the Contractor shall comply with the relevant Immigration and Labour Laws.</p> <p>The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Purchaser will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible</p>

5.0 FINANCIALS AND CONTRACT PAYMENTS

Article titles	Clause	Sub-clauses
<p>Article 5.1 Contract Prices</p>	<p>5.1.1</p>	<p>The Purchaser accepts the Contractors bid price and shall be adopted as total contract sum. The contract price includes all materials, equipment, labour and other costs associated with the amount accepted as in offer letter issued to the contract. The Contract price shall be made reference as in payment schedule as in Contract Data</p>
	<p>5.1.2</p>	<p>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.</p>
	<p>5.1.3</p>	<p>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.</p>
	<p>5.1.4</p>	<p>Milestones and progress reports shall guarantee payments in relation to payment scheduled confirming the payments to be made by Purchaser to the Contractor. This shall mean any payment request shall be made in reference to the Milestone progress and completion with regards to the amount (%) agreed by both parties stated in the payment schedule.</p>
<p>Article 5.2 Invoicing and Payment</p>	<p>5.2.1</p>	<p>The Contractor will invoice the Purchaser for the delivered Works at the agreed prices. The Contractor will send the invoice to the address specified by the Purchaser, stating the date and number of the Contract and other details requested by the Purchaser.</p>
	<p>5.2.2</p>	<p>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 Purchaser.</p>

Article titles	Clause	Sub-clauses
	5.2.3	<p>The right to payment arises upon Delivery of agreed milestones or after Delivery of the Works, unless the Contract provides otherwise.</p> <p>The Purchaser will pay the price for the delivered Works within 30 days of receiving the invoice if it satisfies the provisions of the Contract. If the Purchaser fails without good reason to pay Contractor's invoice within this period, it will be liable to pay the Contractor interest at the Lending Rate of the Central Bank of the Solomon Islands applicable on the date that payment was due.</p>
	5.2.4	<p>The Contractor is not entitled to the payment of interest unless the invoice in question satisfies the provisions of clause 5.2.1. The Purchaser has the right to offset invoice amounts owed against amounts that the Contractor owes the Purchaser.</p>
	5.2.5	<p>The Purchaser may withdraw retention payment from the Contractors milestone payments. At the Acceptance of the Works, 5% of the accumulated retention payments will be released to the Contractor and the remaining retention payment will be released after satisfactory performance during the Defects Liability Period.</p>
	5.2.6	<p>In case payment is subject SIG Tax law, all taxes applicable will be deducted from the invoice before payment.</p>
<p>Article 5.3 Mobilization and Advance Payments</p>	5.3.1	<p>If it has been agreed that, for the purpose of performing the Contract, the Purchaser should make an Advance Payment prior to the start of the Works as mobilization payment not more than 30 % of the total Contract Value.</p>
	5.3.2	<p>If it is agreed that the purchaser requires bank guarantee for advance payment, Contractor will issue</p>

Article titles	Clause	Sub-clauses
	5.3.3	<p>the Purchaser with an Advance Payment bank guarantee in advance of making the payment to the Contractor. This Advance Payment bank guarantee issued by the Contractor will cover the value of the Advance Payment. The Purchaser is not required to pay any of the cost of the guarantee.</p> <p>The Purchaser may allow the Contractor to claim Milestone payments and allow an offset of the Advance Payment to the milestone payments.</p>
<p>Article 5.4 Payment to nominated Sub Contractors</p>	5.4.1	<p>Subcontractors shall be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under this sub-Clause.</p>
<p>Article 5.5: Release of Retention Money</p>	5.5.1	<p>Upon accepting Taking-Over Certificate which has been issued for the Works, the first half of the Retention Money will then be released by Purchaser after certification for payment by the Engineer.</p> <p>5.5.2</p> <p>On receipt by the Purchaser of the required guarantee, the Engineer shall certify and the Purchaser shall pay the second half (final) of the Retention Money after fully satisfied with rectifications of defects.</p> <p>5.5.3</p> <p>Upon releasing of the Final half of the retention money, The Purchaser shall return the contract performance guarantee to the Contractor within 21 days after receiving a copy of the completion of Defects Liability Period Certificate.</p>

6.0 NON-PERFORMANCE AND PENALTIES

Article titles	Clause	Sub-clauses
<p>Article 6.1 Penalty for non-conformity</p>	<p>6.1.1</p>	<p>If the Works has not been delivered within the time limit agreed, the Contractor will owe the Purchaser an immediately payable penalty of 1% of the price of the Works in question 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.</p>
	<p>6.1.2</p>	<p>The penalty is payable to the Purchaser without prejudice to all its other rights or claims, including:</p> <ul style="list-style-type: none"> 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.
	<p>6.1.3</p>	<p>The penalty will be set off against the amounts owed by the Purchaser, irrespective of whether the rights to such amounts have been assigned to a third party</p>
<p>Article 6.2 Non-performance</p>	<p>6.2.1</p>	<p>If the delivered Works or the equipment incorporated into the Works does not comply with the guarantees referred to Article 4, the Purchaser may demand that the Contractor repair or correct the Works. The associated costs will be borne by the Contractor.</p>
	<p>6.2.2</p>	<p>If, after receiving a written demand from the Purchaser, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph 1, the Purchaser has the right, without prior recourse to the Courts, to choose between:</p> <ul style="list-style-type: none"> a. replacement the Contractor or replace/repair of the Equipment incorporated into the Works by a third party at the Contractor's expense; b. replaces the Contractor or return of the Equipment incorporated into the Works at the Contractor's expense and risk and dissolution of the Contract

Article titles	Clause	Sub-clauses
	6.2.3	<p>and, in consequence, crediting of however much of the purchase price has already been paid for the Works in question.</p> <p>The provisions of Clause 6.2.1 and Clause 6.2.2 do not affect other rights and claims that the Purchaser may derive from non-performance.</p>
Article 6.3 Termination	6.3.1	<p>In the event that the Contractor breaches performance requirements or if the Purchaser deemed that the Contractor is not performing, the Purchaser may terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 28 days after the giving of the notice.</p>
Article 6.4 Contractor's Obligations after Termination	6.4	<p>Upon termination of the contract by the Purchaser, the Contractor is required within time specified in termination notice to;</p> <ul style="list-style-type: none"> a) deliver to the Purchaser's Engineer, all remaining Materials and/or Purchaser's required Documents made available to the Contractor and; b) Remove all other Contractor's Goods from the Site, except as necessary for safety, and leave the Site.
Article 6.5 Liability	6.5.1	<p>A Party who fails to meets its obligations is liable to the other Party for any loss incurred by the other Party.</p>
	6.5.2	<p>The Contractor indemnifies the Purchaser against any third-party claims for damages resulting from a failure as referred to Clause 6.5.1 above.</p>
Article 6.6 Force majeure	6.6.1	<p>In the event of temporary force majeure, the Contractor will immediately notify the Purchaser in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Purchaser then has the right to choose between:</p> <ul style="list-style-type: none"> 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 Purchaser 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;

Article titles	Clause	Sub-clauses
	<p>6.6.2</p> <p>6.2.3</p>	<p>Or</p> <p>b. Dissolution of the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Contractor.</p> <p>In the event of long-term force majeure on the part of the Contractor, the Contractor will immediately notify the Purchaser and the Purchaser 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.</p> <p>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.</p>
<p>Article 6.7 Contract Dissolution</p>	<p>6.7.1</p> <p>6.7.2</p> <p>6.7.3</p>	<p>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.</p> <p>In the event of force majeure, the Purchaser has the right to dissolve the Contract in accordance with the provisions of Contract.</p> <p>If the Contract is dissolved, the Contractor will repay the undue amounts already paid to it by the Purchaser. If the Contract is partially dissolved, the Contractor is obliged to repay only the payments relating to the dissolved part.</p>
<p>Article 6.8 Retention of right to demand compliance</p>	<p>6.8.1</p>	<p>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.</p>

7.0 MISCELLENOUSE CONDITIONS OF THE CONTRACT

Article titles	Clause	Sub-clauses
Article 7.1 Documentation	7.1.1	The Contractor will provide the Purchaser with clear, adequate “ <i>as build</i> ” drawings of the Works as finally implemented and full documentation, drawn up in English, on the characteristics and functionalities of the Equipment included into the Works.
	7.1.2	The Purchaser has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
	7.1.3	The Contractor indemnifies the Purchaser against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.
Article 7.2 Alcoholic Liquor or Drugs	7.2.1	The Contractor shall not, otherwise than in accordance with the Laws of the Solomon Islands, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel.
	7.2.1	The Contractor shall not use, store, dispose or barter other locally produced drugs or traditional used drugs such as betel nuts and other locally illegal produced liquor or Marijuana.
Article 7.3 Arms and Ammunition	7.3.1	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so.
Article 7.4 Festivals and Religious Customs	7.4.1	The Contractor shall respect the Country’s recognized festivals, days of rest and religious or other customs.
Article 7.5	7.5.1	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

Article titles	Clause	Sub-clauses
	<p>7.6.4</p> <p>7.6.5</p>	<p>engineers and other people who may part of the construction works.</p> <p>c) Insurance for Construction equipment is required to ensure the Purchaser is safe guarded of any risks used on site which will include, heavy machineries, cranes and other machines as may be certified for use in this purpose.</p> <p>For the purpose of this subclause (7.6) and in the event that the contractor is in default of Public Liability, any insurance proceeds paid directly by the insurer to the Purchaser will be deducted from the amount of compensation the Contractor is required to pay to the Purchaser in respect of the insured event.</p> <p>Contractor is obliged to notify its insurance company in writing of this assignment and to send a copy of this written notice to the Purchaser, without prejudice to the Purchaser’s right to notify the insurer itself</p>
<p>Article 7.7 Bribery and conflicts of interest</p>	<p>7.7.1</p> <p>7.7.2</p>	<p>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.</p> <p>If it transpires that one of the Purchaser’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 Purchaser was not informed of this prior to the</p>

Article titles	Clause	Sub-clauses
		signing of the Contract, the Purchaser 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 7.8 Invalidity	7.8.1	If one or more provisions of these General Contract Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make alternative arrangements. The alternative arrangements must not undermine the purport of these General Conditions for the Execution of Works or the Contract.
Article 7.9 Follow-up order	7.9.1	The Contract does not entitle the Contractor to any follow-up orders.
Article 7.10 Long-term obligations	7.10.1	Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. They include the provisions on: guarantee (article 3.5), confidentiality (article 4.3), non-performance (article 6.2), liability (article 6.5), termination (article 6.3), documentation (article 7.1), assignment of insurance proceeds (article 7.6), and disputes and applicable law (article 7.11).
Article 7.11 Disputes and applicable law	7.11.1	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. The Contract is governed by the laws of the Solomon Islands.

Article titles	Clause	Sub-clauses
<p>Article 7.12 Constitution of the Dispute Adjudicator Panel</p>	<p>7.12.1</p>	<p>The Dispute resolution laws of Solomon Islands shall prevail in case of dispute related to the contract, either dispute is between the Contractor and Purchaser or Contractor and its personnel.”</p> <ul style="list-style-type: none"> a) Failure to Appoint Dispute Adjudicator Member (s) Failure to appoint adjudicator by either party shall mean the purchaser may enforce under its discretion any action deemed appropriate to settle the dispute. b) The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 7.12.1. c) Arbitration proceedings shall be conducted in accordance with the laws of Solomon Islands.
<p>Article 7.13 Final provisions</p>	<p>7.13.1</p>	<p>Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing. 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.</p>
<p>Article 7.14 Right of Access after Taking Over</p>	<p>7.14.1</p>	<p>Whenever, until the date 28 days after issue of the taking over Certificate, the Contractor shall not access any part of the Works site.</p>

PART IV: PAYMENT SCHEDULE

This payment schedule is part of contract and is crucial part of which contractor shall be remunerated. This schedule is made reference to the Contractors milestones and claims. If there are any inconsistencies of milestones claims from the contractor, this milestones and payment schedule stated herein supersedes such contractor's claims.

CONTRACT VALUE				SBD\$72,539,650.92
PAYMENT NUMBER	MILESTONE DESCRIPTION	Amount Claimed	RETENTION withheld 5%	PAYABLE AMOUNT
Payment No.1	Mobilization (30%) Shall be made prior to commencement of works and design. All required works claimed as mobilization payment shall include all works as detailed schedule as in WBS 5-6.2	21,761,895.28	\$1,088,094.76	\$20,673,800.52
Payment No. 2	30% payment shall be made upon completion of all works for sub/super-structures as stated in WBS6.4.1 to 6.6.2.	21,761,895.28	\$1,088,094.76	\$20,673,800.52
Payment No.3	20% payment shall be made upon completion of all works as building finishes, turf works and other finishing works as stated in WBS 6.4.4,6.5.4 and 6.6.3 to 6.9	\$14,507,930.18	\$725,396.51	\$13,782,533.67
Payment No. 4	20% payment shall be made upon completion of all works and demobilization stated as 6.11 to 6.15	\$14,507,930.18	\$725,396.51	\$13,782,533.67

<p>Payment No 5</p>	<p>Defects Liability Period payment shall be paid upon satisfaction of all defects rectified by the Contractor after six months of practical completion.</p>			<p>\$3,626,982.54</p>
<p>TOTAL</p>			<p>\$3,626,982.54</p>	<p>\$72,539,650.92</p>



PART V: ANNEXESS- CONTRACTOR'S REQUIRED LEGAL DOCUMENTS FORMING PART OF CONTRACT



ANNEX 1: CONTRACTOR'S TENDER FORM



ANNEX 2: PERFORMANCE SECURING DECLARATION



ANNEX 3: LETTER OF AWARD



ANNEX 4: PURCHASER'S SKETCH BUILDING DESIGN, SITE PLAN LAY OUT



ANNEX 5: TENDER BID PRICE SUMMARY & PRICED BILLS OF QUANTITIES

**ANNEX 6: CONTRACTORS REVISED PROJECT SCHEDULE,
(GANTT CHART)**

**Management Strategies and Implementation Plans
(MSIPs)**



ANNEX 7: INSURANCES/WORKERS COMPENSATION/PUBLIC LIABILITY/EQUIPMENT



ANNEX 8: SIFF REQUIREMENTS MANUAL



ANNEX 9: WORKS REQUIREMENTS



ANNEX 10: CONTRACTOR'S ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (C-ESMP)