

Short Contract

A contract between

Cook Islands Investment Corporation

and

for

Arutanga Harbour Concrete Hardstand

Contract Forms

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

Price List

Scope

Site Information

Contract Data

The *Client's* Contract Data

The *Client* is

Name	Cook Islands Investment Corporation, a body corporate established under s 4 of the Cook Islands Investment Corporation Act 1998	
Address for communications	Asset Development Division Takuvaie Road Avarua Rarotonga	
Address for electronic communications	romani@katoaconsulting.com ; anne.taoro@cookislands.gov.ck	
The <i>works</i> are	Arutanga Harbour Concrete Hardstand	
The <i>site</i> is	Arutanga, Aitutaki	
The <i>starting date</i> is	[to be confirmed with the successful contractor]	
The <i>completion date</i> is	[to be confirmed with the successful contractor]	
The <i>delay damages</i> are	\$750 NZD	per day
The <i>period for reply</i> is	Two	Week(s)
The <i>defects date</i> is	Fifty two	weeks after Completion
The <i>defect correction period</i> is	Two	Week(s)
The <i>assessment day</i> is the	Last day	of each month
The <i>retention</i> is	Ten	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not** apply.

The *Adjudicator* is

Name	Nominated by the Cook Islands High Court
Address for communications	
Address for electronic communications	

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The *Client* provides this insurance

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

The *Adjudicator nominating body* is

The *tribunal* is

If the *tribunal* is arbitration, the arbitration procedure is

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Additional and Advanced Payments

52.1 The *Client* will consider on a case by case basis additional monthly payments to the *Contractor* or the *Contractor's* nominated suppliers for the bulk purchases of materials or labour charges in order to facilitate timely completion of the *Works*.

52.2 Advance Payments to the Contractor must be supported by an Advanced Payment Bond issued by a bank or insurer for a sum to be agreed between the Client and Contractor, but not exceeding the value of the Advance Payment.

52.3 The *Contractor* remains liable for the safe keeping of materials or prefabrication work paid in advance that are yet to be delivered to the *Site*.

Defect Correction Period

42.3a The *defect correction period* may be extended if the required materials are not readily available in the country to correct the *Defect*.

In this Contract Data, "The Replacement Cost" means, in respect of an item of property, an amount equal to the cost of repairing, replacing or rebuilding that item using similar quality materials and goods that are currently available and without any deduction for depreciation.

Contract Data

The Contractor's Contract Data

The Contractor is

Name

Address for communications

Address for electronic
communications

The fee percentage is %

The people rates are

category of person

unit

rate

Supervision	Hour	
Trained labour	Hour	
General labour	Hour	

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus
or minus)

The Contractor's Offer and Client's Acceptance

The *Contractor* offers to Provide the *Works* in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

\$	NZD
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Signed on behalf of the *Contractor*

Common seal

In the presence of:

Name	<input type="text"/>
Position	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>

The *Client* accepts the *Contractor's Offer* to Provide the *Works*

Signed on behalf of the *Client*

Common seal

In the presence of:

Name	<input type="text" value="Fletcher Melvin"/>	<input type="text" value="Allan Jensen"/>
Position	<input type="text" value="Chairman, Board of Directors"/>	<input type="text" value="Chief Executive Officer"/>
Signature	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>

Price List

Contractors Price List from RFT to be inserted.

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE

The total of the Prices

\$

NZD

The method and rules used to compile the Price List are

Nil

Scope

To be inserted from Attachment 1 of RFT.

Site Information

To be inserted from Attachment 1 of RFT.