

# 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 Takuvaive Road Avarua Rarotonga
Address for electronic communications	<a href="mailto:romani@katoiconsulting.com">romani@katoiconsulting.com</a> ; <a href="mailto:anne.taoro@cookislands.gov.ck">anne.taoro@cookislands.gov.ck</a>
The works are	Arutanga Harbour Concrete Hardstand
The site is	Arutanga, Aitutaki
The starting date is	[to be confirmed with the successful contractor]
The completion date is	[to be confirmed with the successful contractor]
The delay damages are	\$750 NZD per day
The period for reply is	Two Week(s)
The defects date is	Fifty two weeks after Completion
The defect correction period is	Two Week(s)
The assessment day is the	Last day of each month
The retention 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
<input type="text" value="Supervision"/>	<input type="text" value="Hour"/>	<input type="text"/>
<input type="text" value="Trained labour"/>	<input type="text" value="Hour"/>	<input type="text"/>
<input type="text" value="General labour"/>	<input type="text" value="Hour"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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"/>



# Scope

To be inserted from Attachment 1 of RFT.

# Site Information

To be inserted from Attachment 1 of RFT.