



Bid and Contract Form

TFSP2 Project

Bidders: Please read the Request for Quotations before submitting this Bid and Contract Form. Note that attachments 1 and 2 form part of this contract

1. Important Dates and Times

Date Invitation Issued 17th January 2023	Site Visit Date and Time	Bid Closing Date and Time 3.00 p.m. 14th February 2023	Work Completion Date
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2. Bid Submission Location/Fax No./E-mail Address

Name and Address Tuvalu Fisheries Department, Teone, Funafuti	Website: www.tuvalufisheries.tv
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3. Contact Person

Name Noa Petueli Tapumanaia	Phone: 20343 E-mail: opetaia.noa@gmail.com
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4. Contract Name and Location

Title <i>Construction of a mariculture hatchery building at the Fisheries Site, Teone</i>	Address Tuvalu Fisheries Department, Teone, Funafuti	Project/Bldg. ID TFSP2/23/1 Plan No.
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5. Description of Work (the "Work")

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6. The Bid Documents

The Bid Documents include this Bid and Contract Form (1 page), and the following attachments:

- Breakdown of Costs (to be completed) and Contract Conditions (3 pages)
- Request for quotations and instructions to bidders (2 pages)
- Drawings, specifications and list of materials to be provided (91 pages)

7. Bid

We, the undersigned, having examined and read the Bid Documents, and having examined all conditions affecting the Work, are satisfied we understand the Bid Documents and declare ourselves competent to undertake and complete the Work by the specified completion date and do hereby irrevocably bid and agree to carry out the Work in accordance with the Bid Documents, for the stipulated price in Australian dollars of:

\$ _____

(the "Contract Price")

Bidder's Legal Name and Address ("the Contractor") _____ _____ _____ Ph: _____ E-mail: _____	Executed this _____ day of _____, _____ _____ Authorized Representative (signature) _____ (Type or Print Name)
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8. Bid Acceptance

Accepted and executed this _____ day of _____, _____ by the accountable officer for projects managed by the Tuvalu Fisheries Department.

Mr Niko Apinelu, Permanent Secretary, Ministry of Fisheries and Trade

 Name and Title

Signature

The Contract Id for this Contract is TFSP2/21/21.

This Contract ID must be provided on all Contract related correspondence and applications for payment

Attachment 1: Breakdown of cost estimate and schedule of stage payments

Stage of work	Estimate of labour cost	Estimate of plant costs	Estimate of Total Cost
Mobilisation	10% of contract price		
Site clearing, Foundation and floor slab completed			
Reinforced concrete columns and blockwork completed			
Structural timber work and Roof completed			
Doors, windows, shade-cloth covered area completed. Tanks and guttering installed.			
Painting, wiring, plumbing completed. Building complete for hand-over			
End of defect period (6 mo.)	10% of contract price		
Total project price			

Note that you will receive your contract payments in line with the above schedule. You should estimate your expected costs of labour and plant hire/operation accurately for each stage of the work and ensure that you will have sufficient funds to cover any problems caused by bad weather or other circumstances beyond your control. An additional 10% will be paid at the time of mobilization and again when the 6 month defect period is complete to provide a 20% profit on the contract in total.

Attachment 2: Conditions of Contract

1. Labour, plant and equipment

Unless otherwise specified, you (the "Contractor") will provide and pay for all labour, tools and equipment necessary for the execution of the work. Workmanship will be of the quality specified, or if not specified, suitable for the purpose intended. You will not employ any unfit person or anyone not skilled in the work assigned to him/her.

2. Assignment

You will not assign this contract, in whole or part, nor sublet this contract as a whole, without our written consent, which consent will be at our sole discretion.

3. Termination

We may, by giving a written notice of termination to you, terminate this contract at any time.

4. Subcontracts

No contractual relationship will be created between any subcontractor and us. You agree to bind every subcontractor to the terms of this contract, as far as applicable to work of the subcontract.

5. Tax

You, the contractor, are responsible for payment of any taxes due to the Government, TPF contributions for your workers and any other charges. We, the client, will not deduct or withhold any amount from your payments to meet tax liabilities.

6. Protection of Work and Property

You will take all reasonable precautions necessary to protect the work and our property from damage during performance of this contract and you will make good any damage caused by you or any of your subcontractors.

7. Hold Harmless Agreement

You will indemnify and hold us harmless from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which you are legally responsible, including those arising out of negligence or willful acts by you or your employees or agents. This hold harmless provision will survive the contract.

8. Insurance

We will not provide any insurance for you, your employees, your equipment or covering any liabilities that you may incur. This is your responsibility.

9. Regulatory Requirements

- .1 You will comply with all laws, ordinances, rules, regulations, orders, codes and other legally enforceable requirements applicable to the performance of this contract.
- .2 You will apply and pay for any necessary permits or licenses required for the execution of the work.
- .3 You will comply with best practice for Occupational Health and Safety, and any applicable laws and regulations on health and safety.

10. Cleaning

You will keep the work site free from accumulations of waste material and will leave the premises "broom clean" or its equivalent at the end of the contract.

11. Contract Time

Time is of the essence of the contract. You will perform the work expeditiously and with adequate forces to complete the work by the completion time you have specified.

13. Warranty

Neither final payment, nor any provision in the contract will relieve you from responsibility for faulty materials or workmanship which appear within one year from the date of completion of the work, or such other time as may be specified for parts of the work. You will remedy any defects, and pay for any damage to other work resulting from such defects, which appear within such time period(s).

14. Changes in the Work

We may order changes in the work by means of a written change order, subject to agreement between us on adjustment to contract price and contract time, if any. You will not proceed with any change in the work without a written change order.

15. Valuation of Changes

The value of a change, and the change in Contract Price and Contract Time, shall be as agreed upon in writing, before the Client orders the Contractor to proceed with the change in the Work.

16. Payment

Payments will be made in stages, in accordance with annex 1. The contractor will submit an invoice when each payment is due and the client will immediately request payment through the Ministry of Finance for payment within 14 days. The final payment of 10% of the contract price will be payable six months after the completion of all work on the site, and subject to the Contractor making good any defects that develop in that time.

17. Claims and Disputes

.1 If you intend to claim any additional payment in excess of the contract price, you will give notice of your intention to us promptly after you become aware of the circumstance giving rise to the claim.

.2 You and we will make bona fide efforts to resolve the claim as soon as possible after receipt thereof. When we issue a final written position on the claim, or if we fail to do so within a reasonable time, and the claim remains unresolved, the claim will be considered a dispute.

.3 If a dispute of any kind arises between you and us, and cannot be resolved amicably by mutual agreement, the matter will be settled in accordance with the laws of Tuvalu.

18. Right of Review

You will permit us, or anyone acting on our behalf, to review, inspect and critique your performance of the work. We may, at the completion of the work, evaluate your performance of the work. The results of the performance evaluation will be reviewed with you and may be shared with your future clients.

19. Recycling

You will ensure that work on our property is provided in an environmentally friendly manner using best practices that mitigate harmful environmental impacts. Waste materials resulting from your activities under this Contract will be re-used if possible, or if not, disposed of in accordance with advice from the Department of Waste Management.

COUNTERPART SIGNATURES AND ELECTRONIC COPIES

This Contract may be executed by the parties in counterparts, and may be delivered by electronic transmission in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.