

REPLACEMENT DOORS AT VARIOUS SITES

CONTRACT: HS11/15 (0365-15)

INVITATION TO TENDER

TENDERER'S ITT CHECK LIST

Please ensure that the following documents are returned with
your submission:

COMPLETED AND SIGNED FORM OF TENDER ☐

ASSESSMENT QUESTIONS FOR COMPLETION ☐

COVERING LETTER ☐

CONTENTS

CLAUSE

1.	Introduction and background.....	1
2.	Tender Timetable.....	3
3.	Tender completion information.....	5
4.	Tender evaluation model.....	14
5.	Assessment questions for completion by Tenderers	Error! Bookmark not defined.

SCHEDULE

SCHEDULE 1	CONTRACT	15
SCHEDULE 2	SPECIFICATION	19
SCHEDULE 3	COMMERCIALLY SENSITIVE INFORMATION.....	17
SCHEDULE 4	FORM OF TENDER.....	18

NEW FOREST DISTRICT COUNCIL
TENDER FOR: REPLACEMENT DOORS
TENDER RETURN DATE & TIME : 1600hrs Friday 30 th October 2015

1. INTRODUCTION AND BACKGROUND

1.1 Contents of the ITT

This invitation to tender (**ITT**) comprises:

- Tender completion requirements, evaluation model, specification and schedules.
- Draft contract and schedules
- Technical and commercial questions
- Any other documents referenced in section 3.5

1.2 Introduction to the Authority

The Authority is conducting the procurement using the Competitive Tender in accordance with the requirements of the Public Contracts Regulations 2015 for the purpose of procuring the works described in the Specification.

This ITT contains further information about the procurement process, the Works, and assessment questions for Tenderers to complete. Each Tenderer's response (**Tender**) should be detailed enough to allow the Authority to make an informed selection of the most appropriate solution.

1.3 Scope of the Project

Replacement of existing front and back doors with timber engineered doors, factory made as a complete door set within a reinforced PVCu frame.

Replacement of existing shed doors with through coloured GRP doors, factory made as a complete door set within a reinforced PVCu frame.

All as detailed in the Preambles and Works sections of the Specification.

1.4 **Contract term**

The Authority proposes to enter into a JCT Minor Works Contract for a maximum period of 12 weeks with the successful Tenderer.

The anticipated commencement date is Monday 14th December 2015.

1.5 **Purpose and scope of this ITT**

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

1.6 **Use of Contract by third parties**

The Authority is carrying out the procurement on behalf of itself as principal.

1.7 **Clarifications about the Works or Invitation to Tender**

Any clarifications relating to this ITT must be e-mailed to:

nicholas.dobbs@nfdc.gov.uk

The Authority will respond to all reasonable clarifications as soon as possible through issuing a document listing Tenderers' questions and the Authority's response to them (**Clarifications Log**), which will be e-mailed to all Tenderers. If a Tenderer wishes the Authority to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in the Timetable.

Any enquiries or requests for clarification of any matters arising from this ITT should be sought from Nicholas Dobbs at the Authority and must be made in writing by post, fax or e-mail as follows:

Contact name: Nicholas Dobbs

Address: New Forest District Council, Appletree Court, Lyndhurst, SO43 7PA

E-mail: nicholas.dobbs@nfdc.gov.uk

In case of unavailability of the contact person specified above, enquiries may be directed to: sam.garling@nfdc.gov.uk

Tenderers are advised not to rely on communications from the Authority in respect of the works or ITT unless they are made in accordance with these instructions.

1.8 **Clarifications about the contents of the Tenders**

The Authority reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly.

2. **TENDER TIMETABLE**

2.1 **Key dates**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Expressions of interest	28/09/15 – 02/10/15
Issue of ITT and formal Tender package	05/10/15

Deadline for receipt of clarifications	16/10/15
Target date for responses to clarifications	23/10/15
Deadline for receipt of Tenders	30/10/15
Evaluation of Tenders	2/11/15 – 06/11/15
Notification of contract award decision	09/11/15
"Standstill" period	From 10/11/15 to 20/11/15
Confirm contract award	23/11/15
Contract start and start of mobilisation period	23/11/15
Target commencement date	14/12/15

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

2.2 **Deadline for receipt of Tenders**

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Deadline and in such circumstances the Authority will notify all Tenderers of any change.

2.3 **Contract award**

The Authority may award the Contract on the basis of a tender in accordance with the instructions below.

Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no Contract will be entered into.

Once the Authority has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill before entering into any Contract.

2.4 **Debrief**

The contract award notification will be sent to each Tenderer. The Authority will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

3. **TENDER COMPLETION INFORMATION**

3.1 **Formalities**

Tender documents must be returned using the label supplied to assist identification.

The envelope, packing or postmark must be sealed and must not indicate the identity of the Tenderer. Tenders with external identification may not be opened or considered. It must be clearly labelled "Replacement Doors Tender". It must be addressed as follows:

**For the attention of
Head of Legal and Democratic Services
New Forest District Council
Legal and Democratic Services
Appletree Court
Lyndhurst
Hampshire SO3 7PA**

Please number every page sequentially in the main body of your response as "Page [x] of [xx]" and include the date and title of your document on each page of the main body. Any additional pre-existing material which is necessary to support your Tender should be included as schedules with cross-references to this material in the main body of your Tender. Cross-references to this ITT should also be included in your Tender whenever you consider it to be relevant.

The following requirements must be adhered to when submitting Tenders:

- Where documents are embedded within other documents, Tenderers must provide the reference to the relevant page(s) to the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each Tender must be uniquely named or referenced.
- A table of contents must be provided.
- The Tender must be fully cross-referenced.

- A list of supporting material must be supplied.
- Pages must be A4 in size or, where necessary, A3 folded in half.

The Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired. Tenders will be evaluated on the basis of information submitted by the Deadline.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

3.2 **Covering letter**

Each Tenderer must also provide a covering letter and overall executive summary of its Tender. Each Tenderer must include in its covering letter:

- An outline of the way in which the Authority's requirements are to be met by its proposal.
- A summary of all the services offered by the Tenderer in response to the ITT.
- An overview of the Tenderer's overall costs and proposals in relation to pricing.
- A clear statement of whether it is a consortium or a group of companies with one supplier.
- A clear statement of its commitment to meet the Authority's requirements and the pricing, payment and performance model.
- Confirmation that the Tender(s) will remain open for a period of 90 days.
- Notification of any change in control, composition or membership (if any) that has taken place after its submission of its expression of interest.

If changes subsequently occur in relation to the statements set out in the covering letter, the applicable Tenderer must promptly notify the Authority of them. The Authority reserves the right to disqualify any Tenderer that fails to duly notify the Authority. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. Any change in the eligibility of a Tenderer must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

3.3 **Submission of Tenders**

Each Tenderer:

The Tender must meet the Authority's minimum requirements, operate as a stand-alone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Authority in its own right.

3.4 **Contract terms**

The draft Contract that the Authority proposes to use is attached at Schedule 1. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.7 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.5 **Documents forming the contract**

The following documents shall form part of the Contract between the Authority and the Service Provider:

- Contract and its schedules. JCT Minor Works Building Contract 2011 with Minor Works Building Contract 2011 Amendments for CDM 2015 Regulations.

- Form of tender.
- Specification (Schedule 2).

3.6 **Consortia and subcontractors**

The Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the Service Provider.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.

3.7 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

3.8 **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Authority shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.

While the Authority aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Authority in the template provided at Schedule 33.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

3.9 **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

3.10 **Tenderer conduct and conflicts of interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

3.11 **Authority's rights**

The Authority reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the PQQ or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

3.12 **Bid costs**

The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

3.13 **Suitability Assessment**

The following questions are designed to ensure that tenderers meet the minimum standards of financial standing. The tenderer who scores highest overall under the award criteria will be required to provide the relevant Financial Information that they have identified in order to be assessed in accordance with the Financial Evaluation Table below. If that tenderer fails to meet the required financial standard they will be excluded from this tender exercise and the next highest tenderer will be assessed.

If your organisation does not have two years' worth of financial information available (i.e. has been trading less than two years), the requirements allows for alternative means of demonstrating your financial situation. We may approach you for further financial information if necessary.

Please indicate which of the following items of financial information ("Financial Information") you can provide. The more information you are able to provide by ticking the appropriate boxes below, the better the Council will be able to assess your financial standing. If you are unable to tick at least one option, this will result in a Fail.

- ☐ A copy of your audited accounts for your last two financial years
- ☐ If you qualify for the small business exemption, a copy of your statutory accounts for your last two financial years.
- ☐ A statement of turnover, profit & loss account, balance sheet and a Director's/Managing Partners report (if available) for the most recent two years of trading
- ☐ Alternative means of demonstrating financial status if trading for less than one year (e.g. a copy of your business plan, cash flow forecast, details of your start-up capital/loans or management accounts).

If your organisation qualifies as an SME and produces and submits abbreviated statutory accounts, we require copies of your detailed Profit & Loss Account for the last two years or, if you have been trading for less than

two years, the period for which they are available. Please attach these to your completed submission. Failure to do so may result in the Council being unable to evaluate the financial standing of your organisation which may lead to your submission being excluded.

For more information on SME status please go to:
<http://www.companieshouse.gov.uk/infoAndGuide/faq/auditThresholds.shtml>

If you believe that your organisation has a negative 'Tangible Net Worth' but you believe that there are specific factors which should be taken into account (e.g. inter-company loans, pension liabilities etc), please provide further information and corresponding monetary values which may be taken into account as part of the evaluation.

--

Please confirm your commitment to obtain either a Performance Bond or Parent Company Guarantee prior to contract award, if the Council deems this necessary.

- ☐ Yes
☐ No

NOTE: If the tenderer fails the Financial Information Evaluation and has indicated that they can provide a parent company guarantee the Council will undertake a Financial Information Evaluation using the parent company's Financial Information.

Please confirm whether or not you have the appropriate levels of insurance cover as set out below.

Employer's Liability £10 million

Public Liability £10 million

- ☐ Yes
☐ No

Please confirm you are able to obtain the required levels of insurance. Written evidence of this from your insurance company must be provided as part of your submission.

- ☐ Yes
☐ No
☐ N/A

NOTE: If, as part of your tender submission, you do not provide written evidence from your insurance company of appropriate levels of insurance or confirmation of your ability to obtain the required insurance levels stated this will result in a Fail.

The table below details the financial evaluation process that will apply to the Financial Information provided by the tenderer: A total score of 50 will be required for this contract.

Financial Evaluation Table	Weighting
Pre Tax Profit/Surplus – latest trading year (accounts)	7.5
Percentage of change in Pre-Tax Profit/Surplus between the latest 2 years evaluated	7.5
Percentage of change in Tangible Net Worth based on the most recent 2 years of statutory accounts submitted.	20
Tangible Net Worth based on latest set of statutory accounts (please see below for how this is calculated)	35
Current Ratio (latest year current assets/latest year current liabilities)	15
Gearing (latest year non-current liabilities/latest year total capital)x 100	15
Total	100

Tangible Net Worth (TNW)

Tangible Net Worth is calculated on the following basis:

$$\text{Total Assets} \text{ *less* Intangible Assets *less* Total Liabilities} \\ = \text{*Tangible Net Worth*}$$

(Intangible Assets: this may include assets such as Goodwill, Capitalised R&D, Franchise Costs etc.)

If your organisation has a negative Tangible Net Worth but believes there are specific factors which should be taken into account these will be considered. Consideration of these factors may lead to assurance being sought such as a Parent Company Guarantee (e.g. for Inter-Company loans).

4. TENDER EVALUATION MODEL

4.1 Award Criteria and Evaluation Criteria

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Authority. The Award Criteria are:

- 0% quality.
- 100% cost.

Pricing evaluation

Bid prices will be scored:

On a comparative basis with the lowest bid receiving 100% of the available marks. All other bids will be compared against that lowest bid using the following formula as shown in the worked example at Appendix A:

$$\frac{\text{Lowest price}}{\text{Tender price}} \times 100$$

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Authority's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

Schedule 1 Contract



MW 2011
Minor Works Building Contract 2011

DRAFT

2011

MINOR WORKS BUILDING CONTRACT

Minor Works Building Contract (MW)

Appropriate:

- where the work involved is simple in character;
- where the work is designed by or on behalf of the Employer;
- where the Employer is to provide drawings and/or a specification and/or work schedules to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator is to administer the conditions.

Can be used:

- by both private and local authority employers.

Not suitable:

- where bills of quantities are required;
- where provisions are required to govern work carried out by named specialists;
- where detailed control procedures are needed;
- where the Contractor is to design discrete part(s) of the works, even though all the other criteria are met – consider using the Minor Works Building Contract with contractor's design (MWD).

This document has been produced electronically by Rapidocs software and is derived from the published printed version (September 2011). Its use is subject to the software licence agreement. Thomson Reuters and the Thomson Reuters Logo are trademarks of Thomson Reuters. Sweet & Maxwell ® is a registered trademark of Thomson Reuters (Professional) UK Limited.

The 2011 Edition is intended for use following the implementation of the Local Democracy, Economic Development and Construction Act 2009 on 1 October 2011.

For details of 2011 Edition changes, see the Guidance Notes.

www.jctltd.co.uk

Contents

Articles of Agreement

Recitals

Articles

- Article 1: Contractor's obligations
- Article 2: Contract Sum
- Article 3: Architect/Contract Administrator
- Article 4: CDM Co-ordinator
- Article 5: Principal Contractor
- Article 6: Adjudication
- Article 7: Arbitration
- Article 8: Legal proceedings

Contract Particulars

Attestation

Conditions

Section 1 Definitions and Interpretation

- 1.1 Definitions
- 1.2 Agreement etc. to be read as a whole
- 1.3 Headings, references to persons, legislation etc.
- 1.4 Reckoning periods of days
- 1.5 Contracts (Rights of Third Parties) Act 1999
- 1.6 Notices and other communications
- 1.7 Applicable law

Section 2 Carrying out the Works

- 2.1 Contractor's obligations
- 2.2 Commencement and completion
- 2.3 Architect/Contract Administrator's duties
- 2.4 Correction of inconsistencies
- 2.5 Divergences from Statutory Requirements
- 2.6 Fees or charges legally demandable
- 2.7 Extension of time
- 2.8 Damages for non-completion
- 2.9 Practical completion
- 2.10 Defects
- 2.11 Certificate of making good

Section 3 Control of the Works

- 3.1 Assignment
- 3.2 Person-in-charge
- 3.3 Sub-contracting
- 3.4 Architect/Contract Administrator's instructions
- 3.5 Non-compliance with instructions
- 3.6 Variations
- 3.7 Provisional Sums
- 3.8 Exclusion from the Works
- 3.9 CDM Regulations – Undertakings to comply
- 3.10 Appointment of successors

Section 4 Payment

- 4.1 VAT
- 4.2 Construction Industry Scheme (CIS)
- 4.3 Interim payments up to practical completion

- 4.4 Interim payments on and after practical completion
- 4.5 Payment – amount and notices
- 4.6 Failure to pay amount due
- 4.7 Contractor's right of suspension
- 4.8 Final certificate and final payment
- 4.9 Failure to pay final amount
- 4.10 Fixed price
- 4.11 Contribution, levy and tax changes

Section 5 Injury, Damage and Insurance

- 5.1 Liability of Contractor – personal injury or death
- 5.2 Liability of Contractor – injury or damage to property
- 5.3 Contractor's insurance of his liability
- 5.4A Insurance of the Works by Contractor in Joint Names
- 5.4B Insurance of existing structures and the Works by Employer in Joint Names
- 5.4C Insurance of existing structures by Employer in own name
- 5.5 Evidence of insurance

Section 6 Termination

- 6.1 Meaning of insolvency
- 6.2 Notices under section 6
- 6.3 Other rights, reinstatement
- 6.4 Default by Contractor
- 6.5 Insolvency of Contractor
- 6.6 Corruption
- 6.7 Consequences of termination under clauses 6.4 to 6.6
- 6.8 Default by Employer
- 6.9 Insolvency of Employer
- 6.10 Termination by either Party
- 6.11 Consequences of termination under clauses 6.8 to 6.10

Section 7 Settlement of Disputes

- 7.1 Mediation
- 7.2 Adjudication
- 7.3 Arbitration

Schedules

Schedule 1 Arbitration

Schedule 2 Fluctuations Option – Contribution, levy and tax changes

Schedule 3 Supplemental Provisions

Guidance Notes

Articles of Agreement

This Agreement is made the _____ 20____

Between

The Employer _____

(Company No. _____)^[1]

of/whose registered office is at _____

And

The Contractor _____

(Company No. _____)^[1]

of/whose registered office is at _____

^[1] Where the Employer or Contractor is not a company incorporated under the Companies Acts, delete the references to Company number and registered office.

Recitals

Whereas

First the Employer wishes to have the following work carried out^[2]:

at

_____ ('the Works')

under the direction of the Architect/Contract Administrator referred to in Article 3;

Second the Employer has had the following documents prepared which show and describe the work to be done:

the drawings numbered/listed in _____ ('the Contract Drawings')^[3]^[4]

a Specification ('the Contract Specification')^[3]

Work Schedules^[3]

which for identification have been signed or initialed by or on behalf of each Party and those documents together with the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents') are annexed to this Agreement^[5];

Third the Contractor has supplied the Employer with a copy of the priced Contract Specification or Work Schedules or provided a Schedule of Rates^[5];

Fourth for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;

Fifth for the purposes of the Construction (Design and Management) Regulations 2007 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

Sixth where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;

Seventh the Supplemental Provisions identified in the Contract Particulars apply;

^[2] State nature and location of intended works.

^[3] Delete as appropriate.

^[4] State the identifying numbers of the Contract Drawings or identify the schedule of drawings or other document listing them.

^[5] Where a Contract Document has been priced by the Contractor it is that version of the document that should be annexed.

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2: Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

_____ (£ _____) ('the Contract Sum')

or such other sum as shall become payable under this Contract.

Article 3: Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator^[6] is

of _____

or, if he ceases to be the Architect/Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation), provided that no replacement Architect/Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

Article 4: CDM Co-ordinator

The CDM Co-ordinator for the purposes of the CDM Regulations is the Architect/Contract Administrator

(or)^[7] _____

of _____

^[6] Where the person named in Article 3 is entitled to the use of the name 'Architect' under and in accordance with the Architects Act 1997 delete 'Contract Administrator': in all other cases delete 'Architect'. Where 'Architect' is deleted here, the expression 'Architect' shall be deemed to have been deleted throughout this Contract; where 'Contract Administrator' is deleted here, the expression 'Contract Administrator' shall be deemed to have been deleted throughout.

^[7] Insert the name of the CDM Co-ordinator only where the Architect/Contract Administrator is not to fulfil that role, and that of the Principal Contractor only if that is to be a person other than the Contractor. If the project that comprises or includes the Works is not notifiable under the CDM Regulations 2007 – see the Contract Particulars (Fifth Recital), delete Articles 4 and 5 in their entirety.

or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(3) of those regulations.

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor

(or)^[7] _____

of _____

or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of those regulations.

Article 6: Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.2.^[8]

Article 7: Arbitration

Where Article 7 applies^[9], then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with Schedule 1 and the JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR)^[10]. The exceptions to this Article 7 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 8: Legal proceedings^[9]

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

^[7] Insert the name of the CDM Co-ordinator only where the Architect/Contract Administrator is not to fulfil that role, and that of the Principal Contractor only if that is to be a person other than the Contractor. If the project that comprises or includes the Works is not notifiable under the CDM Regulations 2007 – see the Contract Particulars (Fifth Recital), delete Articles 4 and 5 in their entirety.

^[8] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Guidance Notes.

^[9] If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that the arbitration provisions of Article 7 and Schedule 1 apply and the words “do not apply” **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1.7).

^[10] See the Guidance Notes.

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

Clause etc.	Subject
Fourth Recital and Schedule 2 (paragraphs 1·1, 1·2, 1·5, 1·6, 2·1 and 2·2)	Base Date
Fourth Recital and clause 4·2	Construction Industry Scheme (CIS) * Employer at the Base Date is a 'contractor'/is not a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations ⁽¹¹⁾ * the project is/is not notifiable
Sixth Recital	Framework Agreement (if applicable) (State date, title and parties.) _____ _____ _____
Seventh Recital and Schedule 3	Supplemental Provisions (Where neither entry against an item below is deleted, the relevant paragraph applies.)
	Collaborative working * Paragraph 1 applies/does not apply
	Health and safety * Paragraph 2 applies/does not apply
	Cost savings and value improvements * Paragraph 3 applies/does not apply
	Sustainable development and environmental considerations * Paragraph 4 applies/does not apply
	Performance Indicators and monitoring * Paragraph 5 applies/does not apply
	Notification and negotiation of disputes * Paragraph 6 applies/does not apply

⁽¹¹⁾ A project is not notifiable under the CDM Regulations where it is not likely to involve more than 30 days, or 500 person days, of construction work or it is being carried out for a residential occupier as a purely domestic project.

Where paragraph 6 applies, the respective nominees of the parties are

Employer's nominee

Contractor's nominee

or such replacement as each Party may notify to the other from time to time

Article 7

Arbitration

(If neither entry is deleted, Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and Schedule 1 apply.)^[12]

* Article 7 and Schedule 1 (Arbitration) apply/do not apply

1-1

CDM Planning Period^[13]

shall mean the period of _____ * days/weeks

* ending on the Date for Commencement of the Works/
* beginning/ending on _____ 20 _____

2-2

Date for Commencement of the Works

2-2

Date for Completion

2-8

Liquidated damages

at the rate of

£ _____ per _____ ^[14]

2-10

Rectification Period

(The period is 3 months unless a different period is stated.)

_____ months^[15] from the date of practical completion

4-3

Percentage of the total value of work etc.

(The percentage is 95 per cent unless a different rate is stated.)

_____ per cent^[15]

4-4

Percentage of the total amount to be paid to the Contractor

(The percentage is 97½ per cent unless a different rate is stated.)

_____ per cent^[15]

^[12] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Guidance Notes. See also footnote [9].

^[13] Under the CDM Regulations 2007 every client is expressly required to allocate sufficient time (the CDM Planning Period) prior to the commencement of construction to enable contractors and others to carry out necessary CDM planning and preparation. There may be cases where that planning and preparation needs to be completed earlier than the Date for Commencement of the Works.

^[14] Insert 'day', 'week' or other period.

^[15] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the entries for clauses 4-3 and 4-4.

4-8-1	Supply of documentation for computation of amount to be finally certified (The period is 3 months unless a different period is stated.)	_____ months ^[15] from the date of practical completion
4-11 and Schedule 2	Contribution, levy and tax changes	Schedule 2 (<i>Fluctuations Option</i>) applies ^[16]
4-11 and Schedule 2 (paragraph 13)	Percentage addition for Fluctuations Option	_____ per cent
5-3-2	Contractor's insurance: injury to persons or property – insurance cover (for any one occurrence or series of occurrences arising out of one event)	£ _____
5-4A, 5-4B and 5-4C	Insurance of the Works etc. – alternative provisions ^[17]	<ul style="list-style-type: none"> * Clause 5-4A (<i>Works Insurance by Contractor in Joint Names</i>) applies/ * Clause 5-4B (<i>Works and existing structures insurance by Employer in Joint Names</i>) applies/ * Clause 5-4C (<i>Existing structures insurance by Employer in own name</i>) applies
5-4A-1 and 5-4B-1-2	Percentage to cover professional fees (If no other percentage is stated, it shall be 15 per cent.)	_____ per cent
7-2	Adjudication ^[18] Nominating body -- where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) ^[19] (Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)	<p>The Adjudicator is _____</p> <ul style="list-style-type: none"> * Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * constructionadjudicators.com^[20] * Association of Independent Construction Adjudicators^[21] * Chartered Institute of Arbitrators

[15] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the entries for clauses 4-3 and 4-4.

[16] Delete if the contract period is of such limited duration as to make the provision inappropriate.

[17] Delete as appropriate.

Depending on the nature of the project and insurance available, the Parties may use:

i) clause 5-4A on its own (where the Works are not an extension to or an alteration of an existing structure);
 ii) clause 5-4B on its own (where the Works are an extension to or an alteration of an existing structure and the Employer can obtain the insurance in Joint Names in compliance with clause 5-4B); or
 iii) clause 5-4C together with clause 5-4A (where the Works are an extension to or an alteration of an existing structure and where the Employer is a residential occupier and cannot obtain the insurance in Joint Names in compliance with clause 5-4B). See the Guidance Notes.

[18] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

[20] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

[19] Delete all but one of the nominating bodies asterisked.

[21] Association of Independent Construction Adjudicators acts as an agent of and is controlled by the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.

Schedule 1
(paragraph 2.1)Arbitration^[22] – appointor of Arbitrator (and of any
replacement)^[23]*(If no appointor is selected, the appointor shall
be the President or a Vice-President of the Royal
Institute of British Architects.)*President or a Vice-President:
* Royal Institute of British Architects
* The Royal Institution of Chartered Surveyors
* Chartered Institute of Arbitrators

DRAFT

^[22] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and Schedule 1 (*Arbitration*) apply.

^[23] Delete all but one of the bodies asterisked.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to the main factor relevant to that choice, see the Guidance Notes.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

DRAFT

*Execution under hand***As witness**the hands of the Parties
or their duly authorised representativesSigned by or on behalf of the
Employer

in the presence of:

witness' signature

witness' name

witness' address

Signed by or on behalf of the
Contractor

in the presence of:

witness' signature

witness' name

witness' address

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, (A) to (D), for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
 - (A) through signature by a Director and the Company Secretary or by two Directors;
 - (B) by affixing the company's common seal in the presence of a Director and the Company Secretary or of two Directors or other duly authorised officers; or
 - (C) signature by a single Director in the presence of a witness who attests the signature.

Methods (A) and (C) are available to public and private companies whether or not they have a common seal. (Method (C) was introduced by section 44(2)(b) of the Companies Act 2006.) Methods (A) and (C) are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method (B).
- 3 Where method (A) is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method (B) (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the Company Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to Company Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "Company" under the second signature should be deleted where appropriate.)
- 5 Method (C) (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out his name and address.
- 6 Where the Employer or Contractor is an individual, he should use method (D) and sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed**Executed as a Deed by the Employer**namely ¹ _____**(A)** acting by a Director and the Company Secretary/two Directors **of the company** ^{2,3}

and

(Print name of signatory)_____
(Print name of signatory)_____
Signature_____
Director_____
Signature_____
Company Secretary/Director**(B)** by affixing hereto the common seal **of the company/other body corporate** ^{2,4}

in the presence of

Signature_____
Director_____
Signature_____
Company Secretary/Director_____
[Common seal of company]**(C)** by attested signature of a single Director **of the company** ^{2,5}_____
Signature_____
Director

in the presence of

Witness' signature_____
(Print name)_____
Witness' address**(D)** by attested signature **of the individual** ⁶_____
Signature

in the presence of

Witness' signature_____
(Print name)_____
Witness' address

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

*Execution as a Deed***Executed as a Deed by the Contractor**namely ¹ _____

- (A)**
- acting by a Director and the Company Secretary/two Directors
- of the company**
- ^{2,3}

and

(Print name of signatory)_____
(Print name of signatory)_____
Signature_____
Director_____
Signature_____
Company Secretary/Director

- (B)**
- by affixing hereto the common seal
- of the company/other body corporate**
- ^{2,4}

in the presence of

Signature_____
Director_____
Signature_____
Company Secretary/Director_____
[Common seal of company]

- (C)**
- by attested signature of a single Director
- of the company**
- ^{2,5}

Signature_____
Director

in the presence of

Witness' signature_____
(Print name)_____
Witness' address

- (D)**
- by attested signature
- of the individual**
- ⁶

Signature

in the presence of

Witness' signature_____
(Print name)_____
Witness' address

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Conditions

Section 1 Definitions and Interpretation

Definitions

- 1.1 Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

Word or phrase

Meaning

Agreement:

the Articles of Agreement to which these Conditions are annexed, consisting of the Recitals, the Articles and the Contract Particulars.

All Risks Insurance^[24]:

Insurance which provides cover against any physical loss or damage to work executed and Site Materials and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the Works which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

(a) property which is defective due to:

- (i) wear and tear,
- (ii) obsolescence, or
- (iii) deterioration, rust or mildew;

(a) any work executed or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work was defective^[25];

(b) loss or damage caused by or arising from:

- (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
- (ii) disappearance or shortage is such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
- (iii) an Excepted Risk.

Article:

an article in the **Agreement**.

^[24] The definition of All Risks Insurance defines the risks for which insurance is required. Policies issued by insurers are not standardised and the way in which insurance for those risks is expressed varies.

^[25] In any policy for All Risks Insurance taken out under clause 5.4A or 5.4B.1.2, cover should not be reduced by the terms of any exclusion written in the policy beyond the terms of paragraph (b) in this definition of All Risks Insurance; thus an exclusion in terms 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of those insurance clauses or of that definition. Wider All Risks cover than that specified may be available to Contractors, though is not standard.

Business Day:	any day which is not a Saturday, a Sunday or a Public Holiday.
CDM Co-ordinator:	the Architect/Contract Administrator or other person named in Article 4 or any successor appointed by the Employer.
CDM Planning Period:	the minimum amount of time referred to in regulation 10(2)(c) of the CDM Regulations, as specified in the Contract Particulars (against the reference to clause 1.1).
CDM Regulations:	the Construction (Design and Management) Regulations 2007.
Conditions:	the clauses set out in sections 1 to 7, together with and including the Schedules hereto.
Construction Industry Scheme (or 'CIS'):	see the Fourth Recital .
Construction Phase Plan:	the plan prepared by the Principal Contractor, where the project is notifiable under the CDM Regulations and in order to comply with regulation 23, including any updates and revisions.
Contract Particulars:	the particulars in the Agreement and there described as such, including the entries made by the Parties.
Excepted Risks:	ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
Fluctuations Option:	the provisions set out in Schedule 2 .
Insolvent:	see clause 6.1 .
Interest Rate:	a rate 5% per annum above the official dealing rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.
Joint Names Policy:	a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.
Parties:	the Employer and the Contractor together.
Party:	either the Employer or the Contractor.
Provisional Sum:	includes a sum provided for work that the Employer may or may not decide to have carried out, or which cannot be accurately specified in the Contract Documents.
Public Holiday:	Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday. ^[26]
Recitals:	the recitals in the Agreement .
Rectification Period:	the period stated as such period in the Contract Particulars (against the reference to clause 2.10).
Scheme:	Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

[26] Amend as necessary if different Public Holidays are applicable.

Site Materials: all unfixed materials and goods delivered to and placed on or adjacent to the Works which are intended for incorporation therein.

Specified Perils: fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

Statutory Requirements: any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the Works are, or are to be, connected.

VAT: Value Added Tax.

Agreement etc. to be read as a whole

- 1-2 The Agreement and these Conditions are to be read as a whole but nothing contained in the Contract Drawings, the Contract Specification or the Work Schedules, nor anything in any Framework Agreement, shall override or modify the Agreement or these Conditions.

Headings, references to persons, legislation etc.

- 1-3 In the Agreement and these Conditions, unless the context otherwise requires:
- 1 the headings are included for convenience only and shall not affect the interpretation of this Contract;
 - 2 the singular includes the plural and vice versa;
 - 3 a gender includes any other gender;
 - 4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and
 - 5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom.

Reckoning periods of days

- 1-4 Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

Contracts (Rights of Third Parties) Act 1999

- 1-5 Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

Notices and other communications

- 1-6
- 1 Each notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
 - 2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means at the address specified in the Agreement or such other address as he shall notify to the other Party. If no such address is then current, the notice or other communication shall be treated as effectively given or served if addressed and sent by pre-paid post to the recipient's last known principal business address or (where a body corporate) its registered or principal office.

Applicable law

1.7 This Contract shall be governed by and construed in accordance with the law of England.^[27]

DRAFT

^[27] Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

Section 2 Carrying out the Works

Contractor's obligations

- 2-1
- 1 The Contractor shall carry out and complete the Works in a proper and workmanlike manner and in compliance with the Contract Documents, the Construction Phase Plan (where applicable) and other Statutory Requirements, and shall give all notices required by the Statutory Requirements.
 - 2 Where and to the extent that approval of the quality of materials or of the standards of workmanship is a matter for the Architect/Contract Administrator's opinion, such quality and standards shall be to his reasonable satisfaction.
 - 3 The Contractor shall take all reasonable steps to encourage employees and agents of the Contractor and sub-contractors employed in the execution of the Works to be registered cardholders under the Construction Skills Certification Scheme (CSCS) or qualified under an equivalent recognised qualification scheme.

Commencement and completion

- 2-2 The Works may be commenced on and shall be completed by the respective dates stated in the Contract Particulars.

Architect/Contract Administrator's duties

- 2-3 The Architect/Contract Administrator shall issue any further information and instructions necessary for the proper carrying out of the Works, and shall issue all certificates required by these Conditions.

Correction of inconsistencies

- 2-4 Any inconsistency in or between the Contract Drawings, the Contract Specification and the Work Schedules shall be corrected and any such correction which results in an addition, omission or other change shall be treated as a variation under clause 3-6-1.

Divergences from Statutory Requirements

- 2-5
- 1 If the Contractor becomes aware of any divergence between the Statutory Requirements and the Contract Documents or between the Statutory Requirements and any instruction of the Architect/Contract Administrator, he shall immediately give to the Architect/Contract Administrator a notice specifying the divergence.
 - 2 Provided the Contractor is not in breach of clause 2-5-1, the Contractor shall not be liable under this Contract if the Works do not comply with the Statutory Requirements to the extent that such non-compliance results from the Contractor having carried out work in accordance with the Contract Documents or any instruction of the Architect/Contract Administrator.

Fees or charges legally demandable

- 2-6 The Contractor shall pay any fees or charges (including any rates or taxes) legally demandable under any of the Statutory Requirements. Such fees and charges shall not be reimbursable to the Contractor by the Employer, unless otherwise agreed.

Extension of time

- 2-7 If it becomes apparent that the Works will not be completed by the Date for Completion stated in the Contract Particulars (or any later date fixed in accordance with the provisions of this clause 2-7) the Contractor shall thereupon notify the Architect/Contract Administrator. Where that delay occurs for reasons beyond the control of the Contractor, including compliance with Architect/Contract Administrator's instructions that are not occasioned by a default of the Contractor, the Architect/Contract Administrator shall give such extension of time for completion as may be reasonable and notify the Parties accordingly. Reasons within the control of the Contractor include any default of the Contractor or of others employed or engaged by or under him for or in connection with the Works and default of any supplier of goods or materials for the Works.

Damages for non-completion

- 2·8**
- 1 If the Works are not completed by the Date for Completion stated in the Contract Particulars or by any later Date for Completion fixed under clause 2·7 the Contractor shall pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between such Date for Completion and the date of practical completion.
 - 2 The Employer may either deduct the liquidated damages from any monies due to the Contractor under this Contract (provided that notice of that deduction has been given under clause 4·5·4, 4·8·3 or 4·8·4·3) or recover the liquidated damages from the Contractor as a debt.
 - 3 If the Employer intends to deduct any such damages from the sum stated as due in the final certificate, he shall additionally notify the Contractor of that intention not later than the date of issue of the final certificate.

Practical completion

- 2·9** The Architect/Contract Administrator shall certify the date when in his opinion the Works have reached practical completion and the Contractor has complied sufficiently with clause 3·9·4.

Defects

- 2·10** If any defects, shrinkages or other faults in the Works appear within the Rectification Period due to materials, goods or workmanship not in accordance with this Contract the Architect/Contract Administrator shall not later than 14 days after the expiry of the Rectification Period notify the Contractor who shall make good such defects, shrinkages or other faults entirely at his own cost unless the Architect/Contract Administrator with the consent of the Employer shall otherwise instruct.

Certificate of making good

- 2·11** When in his opinion the Contractor's obligations under clause 2·10 have been discharged, the Architect/Contract Administrator shall forthwith issue a certificate specifying the date they were discharged.

Section 3 Control of the Works

Assignment

- 3-1 Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

Person-in-charge

- 3-2 The Contractor shall ensure that at all reasonable times he has on the site a competent person in charge and any instructions given to that person by the Architect/Contract Administrator shall be deemed to have been issued to the Contractor.

Sub-contracting

- 3-3
- 1 The Contractor shall not without the Architect/Contract Administrator's consent sub-contract the whole or any part of the Works. Such consent shall not be unreasonably delayed or withheld but the Contractor shall remain wholly responsible for carrying out and completing the Works in all respects in accordance with clause 2-1 notwithstanding any such sub-contracting.
 - 2 Where considered appropriate, the Contractor shall engage the Sub-Contractor using the JCT Short Form of Sub-Contract. It shall be a condition of any sub-contract that:
 - 1 The sub-contractor's employment under the sub-contract shall terminate immediately upon the termination (for any reason) of the Contractor's employment under this Contract;
 - 2 each party undertakes to the other in relation to the Works and the site duly to comply with the CDM Regulations^[20];
 - 3 if by the final date for payment stated in the sub-contract the Contractor fails to pay a sum, or any part of it, due to the sub-contractor, the Contractor shall, in addition to any unpaid amount that should properly have been paid, pay simple interest on that amount at the Interest Rate for the period from the final date for payment until such payment is made; such payment of interest to be on and subject to terms equivalent to those of clauses 4-6 and 4-9 of these Conditions.

Architect/Contract Administrator's instructions

- 3-4 The Architect/Contract Administrator may issue instructions and the Contractor shall forthwith comply with any so given or confirmed. If instructions are given orally the Architect/Contract Administrator shall, within 2 days, confirm them in writing.

Non-compliance with instructions

- 3-5 If within 7 days after receipt of a notice from the Architect/Contract Administrator requiring compliance with an instruction the Contractor does not comply, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and an appropriate deduction shall be made from the Contract Sum.

Variations

- 3-6
- 1 The Architect/Contract Administrator may, without invalidating this Contract, issue instructions requiring an addition to, omission from, or other change in the Works or the order or period in which they are to be carried out.
 - 2 The Architect/Contract Administrator and the Contractor shall endeavour to agree a price prior to the Contractor carrying out the instruction.
 - 3 Failing any agreement under clause 3-6-2 any instructions issued under clause 3-6-1 shall

[20] As to the duties imposed by the CDM Regulations 2007, see the Guidance Notes.

be valued by the Architect/Contract Administrator on a fair and reasonable basis using any relevant prices in the priced Contract Specification/Work Schedules/Schedule of Rates, and the valuation shall include any direct loss and/or expense incurred by the Contractor due to the regular progress of the Works being affected by compliance with the instruction.

Provisional Sums

- 3-7 The Architect/Contract Administrator shall issue instructions in regard to the expenditure of any Provisional Sums included in the Contract Documents and such instructions shall be agreed or valued in accordance with clause 3-6-2 or 3-6-3.

Exclusion from the Works

- 3-8 The Architect/Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the site of any person employed thereon.

CDM Regulations – Undertakings to comply^[28]

- 3-9 Each Party acknowledges that he is aware of and undertakes to the other that in relation to the Works and site he will duly comply with the CDM Regulations. Without limitation, where the project that comprises or includes the Works is notifiable:
- 1 the Employer shall ensure that the CDM Co-ordinator carries out all the duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out all his duties under those regulations;
 - 2 where the Contractor is and while he remains the Principal Contractor, he shall ensure that:
 - 1 the Construction Phase Plan is prepared and received by the Employer before construction work under this Contract is commenced, and that any subsequent amendment to it by the Contractor is notified to the Employer, the CDM Co-ordinator and (where not the CDM Co-ordinator) the Architect/Contract Administrator; and
 - 2 welfare facilities complying with Schedule 2 of the CDM Regulations are provided from the commencement of construction work until the end of the construction phase^[29];
 - 3 where the Contractor is not the Principal Contractor, he shall promptly notify the Principal Contractor of the identity of each sub-contractor that he appoints and each sub-contractor appointment notified to him;
 - 4 the Contractor shall promptly upon the written request of the CDM Co-ordinator provide, and shall ensure that any sub-contractor, through the Contractor, provides, to the CDM Co-ordinator (or, if the Contractor is not the Principal Contractor, to the Principal Contractor) such information as the CDM Co-ordinator reasonably requires for the preparation of the health and safety file.

Appointment of successors

- 3-10 If the Employer by a further appointment replaces the CDM Co-ordinator or the Principal Contractor, the Employer shall immediately upon the further appointment notify the Contractor of the name and address of the new appointee. If the Employer appoints a successor to the Contractor as the Principal Contractor, the Contractor shall at no cost to the Employer comply with all reasonable requirements of the new Principal Contractor to the extent necessary for compliance with the CDM Regulations; no extension of time shall be given in respect of such compliance.

[28] As to the duties imposed by the CDM Regulations 2007, see the Guidance Notes.

[29] There is a duty on contractors to ensure compliance with Schedule 2 of the CDM Regulations so far as is reasonably practicable, whether or not the project is notifiable and whether or not the contractor is the Principal Contractor.

Section 4 Payment

VAT

- 4-1 The Contract Sum is exclusive of VAT and in relation to any payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

Construction Industry Scheme (CIS)

- 4-2 If the Employer is or at any time up to the payment of the final certificate becomes a 'contractor' for the purposes of the CIS^[30], his obligation to make any payment under this Contract is subject to the provisions of the CIS.

Interim payments up to practical completion

- 4-3 The due dates for interim payments to the Contractor shall be the dates occurring at intervals of 4 weeks calculated from the Date for Commencement of the Works. Not later than 5 days after each due date the Architect/Contract Administrator shall issue an interim certificate for a sum equal to the percentage stated in the Contract Particulars of what he considers to be the total value as at the due date of:

- 1 work properly executed, including any amounts ascertained or agreed under clauses 3-6 and 3-7; and
- 2 materials and goods which have reasonably and properly been brought on to the site for the purpose of the Works and are adequately protected against weather and other casualties

less the total of sums stated as due to the Contractor in previous interim certificates and any sums paid in respect of any payment notice given after the issue of the latest interim certificate. The certificate shall state the sum due from the Employer and the basis on which that sum has been calculated. The final date for payment of the certified sum shall be 14 days from the due date.

Interim payments on and after practical completion

- 4-4 The due date for the interim payment following practical completion of the Works shall be 7 days after the date of practical completion and the Architect/Contract Administrator shall not later than 5 days thereafter certify payment to the Contractor of the percentage stated in the Contract Particulars of the total sum to be paid to the Contractor under this Contract so far as then ascertainable (including any amounts ascertained or agreed under clauses 3-6 and 3-7) less the total of sums stated as due to the Contractor in previous interim certificates and (where relevant) any sums paid in respect of any such payment notice as is referred to in clause 4-3. Interim certificates shall thereafter be issued at intervals of 2 months (unless otherwise agreed) up to the expiry of the Rectification Period, each stating the sum due to the Contractor and the basis on which that sum has been calculated. The final date for payment shall be 14 days from the due date.

Payment – amount and notices

- 4-5
- 1 Subject to any notice given by the Employer under clause 4-5-4, the sum to be paid by the Employer on or before the final date for payment under clause 4-3 or 4-4 shall be the sum stated as due in the interim certificate.
 - 2 If an interim certificate is not issued in accordance with clause 4-3 or 4-4, the Contractor may at any time after the 5 day period referred to in those clauses give a payment notice to the Architect/Contract Administrator stating the sum that the Contractor considers to be or have been due to him at the due date and the basis on which that sum has been calculated. In that event, the sum to be paid by the Employer shall, subject to any notice subsequently given by him under clause 4-5-4, be the sum stated as due in the Contractor's payment notice.
 - 3 Where the Contractor gives a payment notice under clause 4-5-2, the final date for

^[30] See the Contract Particulars (Fourth Recital and clause 4-2).

payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days as the number of days after expiry of the 5 day period referred to in clause 4.5.2 that the Contractor's payment notice is given.

- 4 If the Employer intends to pay less than the sum stated as due from him in the interim certificate or, where applicable, the Contractor's payment notice, he shall not later than 5 days before the final date for payment give the Contractor notice of that intention stating the sum that he considers to be due to the Contractor at the date he gives notice under this clause 4.5 and the basis on which that sum has been calculated. Where the Employer gives that notice, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in his notice.
- 5 A notice to be given by the Employer under clause 4.5.4, 4.8.3 or 4.8.4.3 may be given on his behalf by the Architect/Contract Administrator or by any other person who the Employer notifies the Contractor as being authorised to do so.
- 6 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

Failure to pay amount due

- 4.6 If the Employer fails to pay a sum, or any part of it, due to the Contractor under clause 4.3 or 4.4 by the final date for its payment, the Employer shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made. Interest under this clause 4.6 shall be a debt due to the Contractor from the Employer. Acceptance of a payment of interest under this clause 4.6 shall not in any circumstances be construed as a waiver of the Contractor's right to proper payment of the principal amount due, to suspend performance under clause 4.7 or to terminate his employment under section 6.

Contractor's right of suspension

- 4.7
 - 1 Without affecting the Contractor's other rights and remedies, if the Employer fails to pay the Contractor the sum payable in accordance with clause 4.5 (together with any VAT properly chargeable in respect of such payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Architect/Contract Administrator, of his intention to suspend performance of his obligations under this Contract and the ground or grounds on which it is intended to suspend performance, the Contractor may suspend performance of any or all of those obligations until payment is made in full.
 - 2 Where the Contractor exercises his right of suspension under clause 4.7.1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of the exercise of the right.
 - 3 Applications in respect of any such costs and expenses shall be made to the Architect/Contract Administrator and the Contractor shall with his application or on request submit such details of the costs and expenses as are reasonably necessary to enable his entitlement to be ascertained. When ascertained or agreed, the amount shall be included in the next interim certificate.

Final certificate and final payment

- 4.8
 - 1 Within the period stated in the Contract Particulars the Contractor shall supply to the Architect/Contract Administrator all documentation reasonably required for computation of the final payment and the due date for the final payment shall be 28 days after either the date of receipt of the documentation or, if later, the date specified in the certificate under clause 2.11. Not later than 5 days after the due date the Architect/Contract Administrator shall issue a final certificate certifying the sum that he considers due to the Contractor or to the Employer, as the case may be. The final certificate shall state the basis on which that sum has been calculated.
 - 2 The final date for payment of the final payment (if any) shall be 14 days from its due date.
 - 3 If the Party by whom the final payment is stated to be payable ('the payer') intends to pay less than the certified sum, he shall not later than 5 days before the final date for payment give the other Party notice of that intention, stating the sum (if any) that he considers to be due to the other Party at the date of the notice and the basis on which that sum has been calculated. Where such notice is given the final payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
 - 4 If the final certificate is not issued in accordance with clause 4.8.1:

- 1 the Contractor may give a payment notice to the Employer with a copy to the Architect/Contract Administrator stating what the Contractor considers to be the amount of the final payment due to him under this Contract and the basis on which the sum has been calculated and, subject to any notice given under clause 4·8·4·3, the final payment shall be that amount;
- 2 if the Contractor gives a payment notice under clause 4·8·4·1, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days as the number of days after expiry of the 5 day period referred to in clause 4·8·1 that the Contractor's payment notice is given;
- 3 if the Employer intends to pay less than the sum specified in the Contractor's payment notice, he shall not later than 5 days before the final date for payment give the Contractor notice of that intention in accordance with clause 4·8·3 and the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the Employer's notice.
- 5 Where the payer does not give a notice under clause 4·8·3 or 4·8·4·3 he shall pay the other Party the sum stated as due to the other Party in the final certificate or in the Contractor's notice under clause 4·8·4·1, as the case may be.

Failure to pay final amount

- 4·9 If the payer fails to pay the final payment, or any part of it, under clause 4·8 by the final date for its payment, he shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made. Acceptance of a payment of interest under this clause 4·9 shall not in any circumstances be construed as a waiver of any right to proper payment of the principal amount due.

Fixed price

- 4·10 Subject to clauses 3·6, 3·7 and 4·7 and to clause 4·11, if it applies, no account shall be taken in any payment to the Contractor under this Contract of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Works.

Contribution, levy and tax changes

- 4·11 If the Contract Particulars state that Schedule 2 (*Fluctuations Option*) applies, contribution, levy and tax changes shall be dealt with by the application of that Schedule. The percentage addition under paragraph 13 of the Schedule is that stated in the Contract Particulars.

Section 5 Injury, Damage and Insurance

Liability of Contractor – personal injury or death

- 5-1 The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer or of any person for whom the Employer is responsible.

Liability of Contractor – injury or damage to property

- 5-2 The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal (other than loss, injury or damage to the Works and/or Site Materials or, where clause 5-4B applies, to any property required to be insured thereunder caused by a Specified Peril) in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any person employed or engaged by the Contractor on or in connection with the Works or any part of them.

Contractor's insurance of his liability

- 5-3 Without prejudice to his obligation to indemnify the Employer under clauses 5-1 and 5-2, the Contractor shall take out and maintain (and shall cause any sub-contractor similarly to take out and maintain) insurance in respect of claims arising out of his liability referred to in clauses 5-1 and 5-2 which:
- 1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and
 - 2 for all other claims to which clause 5-3 applies^[31], shall indemnify the Employer in like manner to the Contractor, but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract and shall be in a sum not less than that stated in the Contract Particulars for any one occurrence or series of occurrences arising out of one event.

Insurance of the Works by Contractor in Joint Names

- 5-4A ·1 If the Contract Particulars state that clause 5-4A applies^[32], the Contractor shall take out and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to cover professional fees) and shall maintain such Joint Names Policy up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment (whether or not the validity of that termination is contested).
- 2 ·1 After any inspection required by the insurers in respect of a claim under the insurance has been completed, the Contractor shall with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris and proceed with the carrying out and completion of the Works.
- 2 The Contractor shall authorise the insurers to pay all monies from such insurance to the Employer and the Employer may retain from monies paid by the insurers the amount properly incurred by the Employer in respect of professional fees up to an amount which shall not exceed the amount of the percentage additional cover for those fees or (if less) the amount paid by insurers in respect of those fees.

^[31] It should be noted that the cover granted under public liability policies taken out pursuant to clause 5-3 may not be co-extensive with the indemnity given to the Employer in clauses 5-1 and 5-2: for example, each claim may be subject to the excess in the policy and cover may not be available in respect of loss or damage due to gradual pollution.

^[32] Where the Contractor has in force an All Risks Policy which insures the Works, this Policy may be used to provide the insurance required by clause 5-4A provided the Policy recognises the Employer as a joint insured with the Contractor in respect of the Works and the Policy is maintained. As to full reinstatement value see the Guidance Notes.

- 3 In respect of restoration, replacement or repair of such loss or damage and (when required) the removal and disposal of debris, the Contractor shall not be entitled to any payment other than amounts received under the insurance referred to in clause 5·4A·1 (less only the amount stated in clause 5·4A·2·2) and such amounts shall be paid to the Contractor under certificates of the Architect/Contract Administrator at the intervals stated in clause 4·3.

Insurance of existing structures and the Works by Employer in Joint Names

- 5·4B** ·1 If the Contract Particulars state that clause 5·4B applies, the Employer shall take out and maintain:
- 1 a Joint Names Policy in respect of the existing structures together with the contents of them owned by him or for which he is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
 - 2 a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to cover professional fees)
- and shall maintain such Joint Names Policies up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment (whether or not the validity of that termination is contested). The Contractor shall authorise the insurers to pay all monies from such insurance to the Employer.
- 2 If any loss or damage as referred to in clause 5·4B·1·2 occurs to the Works or to any Site Materials then the Architect/Contract Administrator shall issue instructions under clause 3·4, as are reasonable, for the reinstatement and making good of such loss or damage and such instructions shall be valued under clause 3·6.

Insurance of existing structures by Employer in own name

- 5·4C** If the Contract Particulars state that clause 5·4C applies, the Employer shall, if he has not already done so, take out and maintain in his own name a policy in respect of the existing structures together with the contents thereof owned by him or for which he is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils up to and including the date of issue of the practical completion certificate or (if earlier) the date of termination of the Contractor's employment (whether or not the validity of that termination is contested).

Evidence of insurance

- 5·5** The Contractor shall produce, and shall cause any sub-contractor to produce, such evidence as the Employer may reasonably require that the insurances referred to in clause 5·3 and, where applicable, clause 5·4A have been taken out and are in force at all material times. Where clause 5·4B or 5·4C is applicable and except where the Employer is a Local Authority, the Employer shall, as and when reasonably required by the Contractor, produce documentary evidence showing that the insurance referred to therein has been taken out and is being maintained.

Section 6 Termination

Meaning of insolvency

6-1 For the purposes of these Conditions:

- 1 a Party which is a company becomes Insolvent:
 - 1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 4 on the making of a winding-up order under Part IV or V of that Act.
- 2 a Party which is a partnership becomes Insolvent:
 - 1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 2 when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
- 3 a Party who is an individual becomes Insolvent:
 - 1 on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - 2 on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.
- 4 a Party also becomes Insolvent if:
 - 1 he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - 2 (in the case of a Party which is a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 6-1.

Each of clauses 6-1-1 to 6-1-4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

Notices under section 6

- 6-2 ·1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 2 Such termination shall take effect on receipt of the relevant notice.
- 3 Each notice referred to in this section shall be delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.

Other rights, reinstatement

- 6-3 ·1 The provisions of clauses 6-4 to 6-7 are without prejudice to any other rights and remedies of the Employer. The provisions of clauses 6-8 and 6-9 and (in the case of termination under either of those clauses) the provisions of clause 6-11, are without prejudice to any other rights and remedies of the Contractor.
- 2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated if and on such terms as the Parties agree.

Default by Contractor

- 6-4**
- 1 If, before practical completion of the Works, the Contractor:
 - 1 without reasonable cause wholly or substantially suspends the carrying out of the Works; or
 - 2 fails to proceed regularly and diligently with the Works; or
 - 3 fails to comply with clause 3-9,
 the Architect/Contract Administrator may give to the Contractor a notice specifying the default or defaults (the 'specified default or defaults').
 - 2 If the Contractor continues a specified default for 7 days from receipt of the notice under clause 6-4-1, the Employer may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.

Insolvency of Contractor

- 6-5**
- 1 If the Contractor is Insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.
 - 2 As from the date the Contractor becomes Insolvent, whether or not the Employer has given such notice of termination:
 - 1 clauses 6-7-2 to 6-7-4 shall apply as if such notice had been given;
 - 2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended; and
 - 3 the Employer may take reasonable measures to ensure that the site, the Works and Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

Corruption

- 6-6**
- The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment, under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972.

Consequences of termination under clauses 6-4 to 6-6

- 6-7**
- If the Contractor's employment is terminated under clause 6-4, 6-5 or 6-6:
- 1 the Employer may employ and pay other persons to carry out and complete the Works, and he and they may enter upon and take possession of the site and the Works and (subject to obtaining any necessary third party consents) may use all temporary buildings, plant, tools, equipment and Site Materials for those purposes;
 - 2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to him under clause 6-7-4 and the Employer need not pay any sum that has already become due either:
 - 1 insofar as the Employer has given or gives a notice under clause 4-5-4; or
 - 2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 6-1-1 to 6-1-3;
 - 3 following the completion of the Works and the making good of defects in them (or of instructions otherwise, as referred to in clause 2-10), an account of the following shall within 3 months thereafter be set out in a certificate issued by the Architect/Contract Administrator or a statement prepared by the Employer:
 - 1 the amount of expenses properly incurred by the Employer, including those incurred pursuant to clause 6-7-1 and, where applicable, clause 6-5-2-3, and of any direct loss and/or damage caused to the Employer and for which the Contractor is liable, whether arising as a result of the termination or otherwise;
 - 2 the amount of payments made to the Contractor; and
 - 3 the total amount which would have been payable for the Works in accordance with

this Contract;

- 4 if the sum of the amounts stated under clauses 6·7·3·1 and 6·7·3·2 exceeds the amount stated under clause 6·7·3·3, the difference shall be a debt payable by the Contractor to the Employer or, if that sum is less, by the Employer to the Contractor.

Default by Employer

- 6·8 ·1 If the Employer:
 - 1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4·5 and/or any VAT properly chargeable on that amount; or
 - 2 interferes with or obstructs the issue of any certificate due under this Contract; or
 - 3 fails to comply with clause 3·9,

the Contractor may give to the Employer a notice specifying the default or defaults (the 'specified default or defaults').
- 2 If before practical completion of the Works the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:
 - 1 Architect/Contract Administrator's instructions under clause 2·4 or 3·6; and/or
 - 2 any impediment, prevention or default, whether by act or omission, by the Employer, the Architect/Contract Administrator or any person for whom the Employer is responsible

(but in either case excluding such instructions as are referred to in clause 6·10·1·2), then, unless in either case that is caused by the negligence or default of the Contractor or his employees, agents or sub-contractors, the Contractor may give to the Employer a notice specifying the event or events (the 'specified suspension event or events').
- 3 If a specified default or a specified suspension event continues for 7 days from the receipt of notice under clause 6·8·1 or 6·8·2, the Contractor may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.

Insolvency of Employer

- 6·9 ·1 If the Employer is Insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;
- 2 as from the date the Employer becomes Insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended.

Termination by either Party

- 6·10 ·1 If, before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for the relevant continuous period of one month or more by reason of one or more of the following events:
 - 1 force majeure;
 - 2 Architect/Contract Administrator's instructions under clause 2·4 or 3·6 issued as a result of the negligence or default of any Statutory Undertaker;
 - 3 loss or damage to the Works occasioned by any of the Specified Perils;
 - 4 civil commotion or the use or threat of terrorism and/or the activities of the relevant authorities in dealing with such event or threat; or
 - 5 the exercise by the United Kingdom Government of any statutory power which directly affects the execution of the Works,

then either Party, subject to clause 6·10·2, may upon the expiry of that relevant period of suspension give notice to the other that, unless the suspension ceases within 7 days after the date of receipt of that notice, he may terminate the Contractor's employment under this Contract. Failing such cessation within that 7 day period, he may then by further notice terminate that employment.

- 2 The Contractor shall not be entitled to give notice under clause 6·10·1 in respect of the matter referred to in clause 6·10·1·3 where the loss or damage to the Works occasioned by a Specified Peril was caused by the negligence or default of the Contractor or his

employees, agents or sub-contractors.

Consequences of termination under clauses 6.8 to 6.10

6.11 If the Contractor's employment is terminated under any of clauses 6.8 to 6.10:

- 1 no further sums shall become due to the Contractor otherwise than in accordance with this clause 6.11;
- 2 the Contractor shall as soon as reasonably practicable prepare an account. The account shall set out the amounts referred to in clauses 6.11.2.1 and 6.11.2.2 and, if applicable, clause 6.11.2.3, namely:
 - 1 the total value of work properly executed at the date of termination of the Contractor's employment, ascertained in accordance with these Conditions as if the employment had not been terminated, together with any other amounts due to the Contractor under these Conditions;
 - 2 the cost of materials or goods (including Site Materials) properly ordered for the Works for which the Contractor then has paid or is legally bound to pay;
 - 3 any direct loss and/or damage caused to the Contractor by the termination;
- 3 the account shall include the amount, if any, referred to in clause 6.11.2.3 only where the Contractor's employment is terminated either:
 - 1 under clause 6.8 or 6.9; or
 - 2 under clause 6.10.1.3, if the loss or damage to the Works occasioned by any of the Specified Perils was caused by the negligence or default of the Employer or any person for whom the Employer is responsible;
- 4 after taking into account amounts previously paid to the Contractor under this Contract, the Employer shall pay to the Contractor the amount properly due in respect of the account within 28 days of its submission by the Contractor to the Employer, without deduction of any retention. Payment by the Employer for any such materials and goods as are referred to in clause 6.11.2.2 shall be subject to such materials and goods thereupon becoming the property of the Employer.

Section 7 Settlement of Disputes

Mediation

- 7-1 Subject to Article 6, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.

Adjudication

- 7-2 If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars.

Arbitration

- 7-3 For the purposes of Article 7, if it applies, the procedures for arbitration are set out in Schedule 1.^[33]

^[33] Arbitration or legal proceedings are not an appeal against the decision of the Adjudicator but are a consideration of the dispute or difference as if no decision had been made by an Adjudicator.

Schedules

Schedule 1 Arbitration

(Clause 7.3)

Conduct of arbitration

- 1 Any arbitration pursuant to Article 7 shall be conducted in accordance with the JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR), provided that if any amendments to that edition of the Rules have been issued by the JCT the Parties may, by a joint notice to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the Rules as so amended. References in this Schedule 1 to a Rule or Rules are references to such Rule(s) as set out in the JCT 2011 edition of CIMAR.

Notice of reference to arbitration

- 2
 - 1 Where pursuant to Article 7 either Party requires a dispute or difference to be referred to arbitration, that Party shall serve on the other Party a notice of arbitration to such effect in accordance with Rule 2.1 identifying the dispute and requiring the other Party to agree to the appointment of an arbitrator. The Arbitrator shall be an individual agreed by the Parties or, failing such agreement within 14 days (or any agreed extension of that period) after the notice of arbitration is served, appointed on the application of either Party in accordance with Rule 2.3 by the person named in the Contract Particulars.
 - 2 Where two or more related arbitral proceedings in respect of the Works fall under separate arbitration agreements, Rules 2.6, 2.7 and 2.8 shall apply.
 - 3 After an arbitrator has been appointed either Party may give a further notice of arbitration to the other Party and to the Arbitrator referring any other dispute which falls under Article 7 to be decided in the arbitral proceedings and Rule 3.3 shall apply.

Powers of Arbitrator

- 3 Subject to the provisions of Article 7 the Arbitrator shall, without prejudice to the generality of his powers, have power to rectify this Contract so that it accurately reflects the true agreement made by the Parties, to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the Parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

Effect of award

- 4 Subject to paragraph 5 the award of the Arbitrator shall be final and binding on the Parties.

Appeal – questions of law

- 5 The Parties hereby agree pursuant to section 45(2)(a) and section 69(2)(a) of the Arbitration Act 1996 that either Party may (upon notice to the other Party and to the Arbitrator):
 - 1 apply to the courts to determine any question of law arising in the course of the reference, and
 - 2 appeal to the courts on any question of law arising out of an award made in an arbitration under this arbitration agreement.

Arbitration Act 1996

- 6 The provisions of the Arbitration Act 1996 shall apply to any arbitration under this Contract wherever the same, or any part of it, shall be conducted.

Schedule 2 Fluctuations Option – Contribution, levy and tax changes

(Clause 4.11)

Deemed calculation of Contract Sum – labour

- 1 The Contract Sum shall be deemed to have been calculated in the manner set out below and shall be subject to adjustment in the events specified hereunder.
 - 1 The Contract Sum is based upon the types and rates of contribution, levy and tax payable by a person in his capacity as an employer and which at the Base Date are payable by the Contractor. A type and a rate so payable are in paragraph 1.2 referred to as a 'tender type' and a 'tender rate'.
 - 2 If any of the tender rates other than a rate of levy payable by virtue of the Industrial Training Act 1982 is increased or decreased, or if a tender type ceases to be payable, or if a new type of contribution, levy or tax which is payable by a person in his capacity as an employer becomes payable after the Base Date, then in any such case the net amount of the difference between what the Contractor actually pays or will pay in respect of:
 - 1 workpeople engaged upon or in connection with the Works either on or adjacent to the site; and
 - 2 workpeople directly employed by the Contractor who are engaged upon the production of materials or goods for use in or in connection with the Works and who operate neither on nor adjacent to the site and to the extent that they are so engaged

or because of his employment of such workpeople and what he would have paid had the alteration, cessation or new type of contribution, levy or tax not become effective shall, as the case may be, be paid to or allowed by the Contractor.
 - 3 There shall be added to the net amount paid to or allowed by the Contractor under paragraph 1.2, in respect of each person employed by the Contractor who is engaged upon or in connection with the Works either on or adjacent to the site and who is not within the definition of workpeople in paragraph 12.3, the same amount as is payable or allowable in respect of a craftsman under paragraph 1.2 or such proportion of that amount as reflects the time (measured in whole working days) that each such person is so employed.
 - 4 For the purposes of paragraph 1.3:
 - 1 no period of less than 2 whole working days in any week shall be taken into account and periods of less than a whole working day shall not be aggregated to amount to a whole working day;
 - 2 "the same amount as is payable or allowable in respect of a craftsman" shall refer to the amount in respect of a craftsman employed by the Contractor (or by any sub-contractor under a sub-contract to which paragraph 3 refers) under the rules or decisions or agreements of the Construction Industry Joint Council or other wage-fixing body and, where those rules or decisions or agreements provide for more than one rate of wage, emolument or other expense for a craftsman, shall refer to the amount in respect of a craftsman employed as aforesaid to whom the highest rate is applicable; and
 - 3 "employed by the Contractor" shall mean an employment to which the Income Tax (Pay As You Earn) Regulations 2003 apply.
 - 5 The Contract Sum is based upon the types and rates of refund of the contributions, levies and taxes payable by a person in his capacity as an employer and upon the types and rates of premium receivable by a person in his capacity as an employer being in each case types and rates which at the Base Date are receivable by the Contractor. Such a type and such a rate are in paragraph 1.6 referred to as a 'tender type' and a 'tender rate'.
 - 6 If any of the tender rates is increased or decreased or if a tender type ceases to be payable or if a new type of refund of any contribution, levy or tax payable by a person in his capacity as an employer becomes receivable or if a new type of premium receivable by a person in his capacity as an employer becomes receivable after the Base Date, then in any such case the net amount of the difference between what the Contractor actually receives or will receive in respect of workpeople as referred to in paragraphs 1.2.1 and 1.2.2 or because of his employment of such workpeople and what he would have received had the alteration, cessation or new type of refund or premium not become effective shall, as the case may be, be paid to or allowed by the Contractor.

- 7 The references in paragraphs 1·5 and 1·6 to premiums shall be construed as meaning all payments howsoever they are described which are made under or by virtue of an Act of Parliament to a person in his capacity as an employer and which affect the cost to an employer of having persons in his employment.
- 8 Where employer's contributions are payable by the Contractor in respect of workpeople as referred to in paragraphs 1·2·1 and 1·2·2 whose employment is contracted-out employment within the meaning of the Pension Schemes Act 1993, the Contractor shall for the purpose of recovery or allowance under paragraph 1 be deemed to pay employer's contributions as if that employment were not contracted-out employment.
- 9 The references in paragraph 1 to contributions, levies and taxes shall be construed as meaning all impositions payable by a person in his capacity as an employer howsoever they are described and whoever the recipient which are imposed under or by virtue of an Act of Parliament and which affect the cost to an employer of having persons in his employment.

Deemed calculation of Contract Sum – materials

- 2 The Contract Sum shall be deemed to have been calculated in the manner set out below and shall be subject to adjustment in the events specified hereunder.
 - 1 The Contract Sum is based upon the types and rates of duty, if any, and tax, if any (other than any VAT which is treated, or is capable of being treated, as input tax by the Contractor), by whomsoever payable which at the Base Date are payable on the import, purchase, sale, appropriation, processing, use or disposal of the materials, goods, electricity, fuels, materials taken from the site as waste or any other solid, liquid or gas necessary for the execution of the Works by virtue of any Act of Parliament. A type and a rate so payable are in paragraph 2·2 referred to as a 'tender type' and a 'tender rate'.
 - 2 If, in relation to any materials or goods or any electricity or fuels or materials taken from the site as waste or any other solid, liquid or gas necessary for the execution of the Works including temporary site installations for those Works, a tender rate is increased or decreased or a tender type ceases to be payable or a new type of duty or tax (other than any VAT which is treated, or is capable of being treated, as input tax by the Contractor) becomes payable on the import, purchase, sale, appropriation, processing, use or disposal of any of the above things after the Base Date, then in any such case the net amount of the difference between what the Contractor actually pays in respect of those materials, goods, electricity, fuels, materials taken from the site as waste or any other solid, liquid or gas and what he would have paid in respect of them had the alteration, cessation or imposition not occurred shall, as the case may be, be paid to or allowed by the Contractor. In this paragraph 2·2 "a new type of duty or tax" includes an additional duty or tax and a duty or tax imposed in regard to any of the above in respect of which no duty or tax whatever was previously payable (other than any VAT which is treated, or is capable of being treated, as input tax by the Contractor).

Sub-contract work – incorporation of provisions to like effect

- 3
 - 1 If the Contractor sub-contracts any portion of the Works he shall incorporate in the sub-contract provisions to the like effect as the provisions of this Fluctuations Option (excluding this paragraph 3) including the percentage stated in the Contract Particulars pursuant to paragraph 13 which are applicable for the purposes of this Contract.
 - 2 If the price payable under such a sub-contract as referred to in paragraph 3·1 is increased above or decreased below the price in such sub-contract by reason of the operation of the said incorporated provisions, then the net amount of such increase or decrease shall, as the case may be, be paid to or allowed by the Contractor under this Contract.

Notification by Contractor

- 4
 - 1 The Contractor shall notify the Architect/Contract Administrator of the occurrence of any of the events referred to in such of the following provisions as are applicable for the purposes of this Contract:
 - 1 paragraph 1·2;
 - 2 paragraph 1·6;
 - 3 paragraph 2·2;
 - 4 paragraph 3·2.
 - 2 Any notification required to be given under paragraph 4·1 shall be given within a reasonable time after the occurrence of the event to which it relates, and notification in that

time shall be a condition precedent to any payment being made to the Contractor in respect of the event in question.

Agreement – Architect/Contract Administrator and Contractor

- 5 The Architect/Contract Administrator and the Contractor may agree what shall be deemed for all the purposes of this Contract to be the net amount payable to or allowable by the Contractor in respect of the occurrence of any event such as is referred to in any of the provisions listed in paragraph 4.1.

Fluctuations added to or deducted from Contract Sum

- 6 Any amount which from time to time becomes payable to or allowable by the Contractor by virtue of paragraphs 1 and 2 or paragraph 3 shall, as the case may be, be added to or deducted from the Contract Sum. The addition or deduction to which this paragraph 6 refers shall be subject to the provisions of paragraphs 7 to 10.1.

Evidence and computations by Contractor

- 7 As soon as is reasonably practicable the Contractor shall provide such evidence and computations as the Architect/Contract Administrator may reasonably require to enable the amount payable to or allowable by the Contractor by virtue of paragraphs 1 and 2 or paragraph 3 to be ascertained; and in the case of amounts payable to or allowable by the Contractor under paragraph 1.3 (or paragraph 3 for amounts payable to or allowable under the provisions in the sub-contract to the like effect as paragraphs 1.3 and 1.4) — employees other than workpeople — such evidence shall include a certificate signed by or on behalf of the Contractor each week certifying the validity of the evidence reasonably required to ascertain such amounts.

Actual payment by Contractor

- 8 No amount shall be added or deducted in the computation of the amount stated as due in interim payments by virtue of this paragraph 8 unless on or before the date as at which the total value of work, materials and goods is ascertained for the purposes of any interim payment the Contractor shall have actually paid or received the sum which is payable by or to him in consequence of the event in respect of which the payment or allowance arises.

No alteration to Contractor's profit

- 9 No addition to or deduction from the Contract Sum made by virtue of paragraph 6 shall alter in any way the amount of profit of the Contractor included in that Sum.

Position where Contractor in default over completion

- 10.1 Subject to the provisions of paragraph 10.2 no amount shall be added or deducted in the computation of the amount stated as due in interim payments or in the final certificate in respect of amounts otherwise payable to or allowable by the Contractor by virtue of paragraphs 1 and 2 or paragraph 3 if the event (as referred to in the provisions listed in paragraph 4.1) in respect of which the payment or allowance would be made occurs after the Date for Completion stated in the Contract Particulars or after any later Date for Completion fixed under clause 2.7.
- 10.2 Paragraph 10.1 shall not be applied unless:
- 1 the printed text of clause 2.7 is unamended and forms part of the Conditions; and
 - 2 the Architect/Contract Administrator has, in respect of every notification by the Contractor under clause 2.7, fixed or confirmed such Date for Completion as he considers to be in accordance with that clause.

Work etc. to which paragraphs 1 to 3 not applicable

- 11 Paragraphs 1 to 3 shall not apply in respect of:
- 1 work for which the Contractor is allowed daywork rates under clause 3.6;
 - 2 changes in the rate of VAT charged on the supply of goods or services by the Contractor to the Employer under this Contract.

Definitions

12 In this Fluctuations Option:

- 1 the Base Date means the date stated as such in the Contract Particulars;
- 2 "materials" and "goods" include timber used in formwork but do not include other consumable stores, plant and machinery;
- 3 "workpeople" means persons whose rates of wages and other emoluments (including holiday credits) are governed by the rules or decisions or agreements of the Construction Industry Joint Council or some other wage-fixing body for trades associated with the building industry;
- 4 "wage-fixing body" means a body which lays down recognised terms and conditions of workers;
- 5 "recognised terms and conditions" means terms and conditions of workers in comparable employment in the trade or industry, or section of trade or industry, in which the employer in question is engaged which have been settled by an agreement or award to which the parties are employers' associations and independent trade unions which represent (generally, or in the district in question, as the case may be) a substantial proportion of the employers and of the workers in the trade, industry or section being workers of the description to which the agreement or award relates.

Percentage addition to fluctuation payments or allowances**13 There shall be added to the amount paid to or allowed by the Contractor under:**

- 1 paragraph 1·2,
- 2 paragraph 1·3,
- 3 paragraph 1·6,
- 4 paragraph 2·2

the percentage stated in the Contract Particulars.

Schedule 3 Supplemental Provisions

(Seventh Recital)

Each provision applies unless otherwise stated in the Contract Particulars.

Collaborative working

- 1 The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Health and safety

- 2
 - 1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
 - 2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
 - 1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive and/or the Health and Safety Commission;
 - 2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
 - 3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
 - 4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

- 3
 - 1 The Contractor is encouraged to propose changes to designs and specifications for the Works and/or to the programme for their execution that may benefit the Employer, whether in the form of a reduction in the cost of the Works or their associated life cycle costs, through practical completion at a date earlier than the date for completion or otherwise.
 - 2 The Contractor shall provide details of his proposed changes, identifying them as suggested under this paragraph 3, together with his assessment of the benefit he believes the Employer may obtain, expressed in financial terms, and a quotation.
 - 3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the Contract Sum shall be confirmed in an Architect/Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
 - 4 Original proposals by the Contractor under this paragraph 3 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after practical completion of the Works.

Sustainable development and environmental considerations

- 4
 - 1 The Contractor is encouraged to suggest economically viable amendments to the Works which, if instructed as a variation under clause 3.6.1, may result in an improvement in environmental performance in the carrying out of the Works or of the completed Works.
 - 2 The Contractor shall provide to the Employer all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.

Performance Indicators and monitoring

- 5
- 1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
 - 2 The Contractor shall provide to the Employer all information that he may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
 - 3 Where the Employer considers that a target for any of those performance indicators may not be met, he may inform the Contractor who shall submit his proposals for improving his performance against that target to the Employer.

Notification and negotiation of disputes

- 6
- With a view to avoidance or early resolution of disputes or differences (subject to Article 6), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

Guidance Notes

Use of Minor Works Building Contract

- 1 The Contract should only be used where the employer has engaged an architect or other professionally qualified person to advise on and administer its terms.
- 2 The criteria for determining the suitability of the Contract are set out on the inside of the front cover.
- 3 For Works which do not fulfil these criteria, reference should be made to www.jcttd.co.uk for guidance as to the appropriate contract.
- 4 The Contract is predicated upon a lump sum offer being obtained, based on drawings and/or a specification and/or work schedules, but without detailed measurements. Those documents should therefore be in a form sufficient to enable the Contractor accurately to identify the work to be done without the need for the Employer to provide bills of quantities.
- 5 The Contract is not suitable for use where the Works are of a complex nature or where the period required for the execution of the Works is such that full labour and materials fluctuation provisions are needed.
- 6 Amendments have been made in the 2011 edition of the Contract to its payment provisions with a view to ensuring that it continues to comply with the requirements of the Housing Grants, Construction and Regeneration Act 1996 ('the Construction Act'), as now amended by the Local Democracy, Economic Development and Construction Act 2009 ('the 2009 amendments'). In addition to the revised statutory requirements regarding payment procedures, the Construction Act continues to provide a statutory right for either Party to refer disputes or differences to adjudication.
- 7 However, not all building contracts are subject to the Construction Act; for example, a contract with a residential occupier within the meaning of section 106 of the Act is excluded and therefore it does not need to contain adjudication provisions, but, unless amendments are made, a residential occupier entering into a Minor Works Building Contract will be accepting adjudication as a means of resolving disputes.
- 8 For some projects where it is intended to use the Contract, the Employer may wish to control the selection of sub-contractors for specialist work. This may be done by naming a person or company in the tender documents or in instructions on the expenditure of a Provisional Sum. There are, however, no provisions in the Contract to deal with the consequences of such naming and control of specialist work may be better achieved by the Employer entering into a direct contract with his chosen specialist.
- 9 Clauses 3.9 and 3.10 of the Contract make provision in relation to CDM Regulations and their implications are referred to at paragraph 23 and 24 below. As the Contract is intended for use on smaller projects, however, no reference has been made in the Contract itself to the requirements of the Site Waste Management Plans Regulations 2008 (SI No. 314), since the latter apply only to projects with an estimated cost greater than £300,000. Where the estimated project cost is more than this amount, the Employer is required to prepare a site waste management plan and to appoint a principal contractor to maintain it. Article 6 in the JCT Standard Building Contract expressly covers that appointment, but it can of course be dealt with outside the Contract form.

Outline of the Contract

Architect/Contract Administrator

- 10 This is the professional whom the Employer has appointed to advise on and administer the Contract. If the appointee is not an architect, he is taken to be referred to in the Contract as the 'Contract Administrator', but, irrespective of the Architect/Contract Administrator's profession, their duties under the Contract are the same.

Role of the Architect/Contract Administrator

- 11 The Architect/Contract Administrator is paid by the Employer, advises the Employer on all matters in connection with the building work and administers the Contract on behalf of the Employer with a view to securing completion of the work in an efficient and economical manner. However, in relation to decisions in that administrative role that require professional skill and judgment, he should act fairly and independently as between the Employer and the Contractor, in particular

when:

- Issuing payment certificates;
- valuing any variations or any work instructed in respect of Provisional Sums (see "Terms used") included in the Contract Documents;
- giving any extension to the time stated in the Contract Particulars for the completion of the building work;
- certifying the date of practical completion (see "Terms used") and the date when in his opinion all defects which appear during the Rectification Period (see "Terms used") have been made good.

Instructions

- 12 Under the Contract only the Architect/Contract Administrator can issue instructions to the Contractor; although the Employer is paying for the building work he is not entitled to give any instructions direct to the Contractor in connection with it. If the Employer wishes to make any change to the work or the manner in which it is being carried out, he must ask the Architect/Contract Administrator to give the necessary instructions to the Contractor.

Price

- 13 This is the lump sum stated in the Contract, plus any VAT properly chargeable on the building work. The precise sum may be increased or decreased depending on any changes to the work or the order or period in which it is carried out, the value of work instructed by the Architect/Contract Administrator in respect of any Provisional Sums included in the Contract Documents and, where applicable, any increase or decrease in contributions, levies and taxes for which the Contractor is liable.

Time-scale for the work

- 14 If it becomes apparent that the work cannot be finished within the original time stated in the Contract Particulars the Contractor is required to notify the Architect/Contract Administrator straightaway. If the delay arises for reasons beyond the control of the Contractor, the Architect/Contract Administrator is then required to give such extension of time as is reasonable.

If the work is not finished by the Date for Completion (see "Terms used") after taking into account any extensions of time, the Employer can recover liquidated damages (see "Terms used") from the Contractor.

Payment

- 15 Payment is made under certificates issued by the Architect/Contract Administrator which until practical completion are to be issued every 4 weeks, calculated from the date of commencement. A further certificate is to be issued within 14 days of practical completion. Interim certificates are thereafter issued at intervals of 2 months (unless otherwise agreed) up to the expiry of the Rectification Period. The final balance is paid following the issue of the final certificate. The final date for payment of certificates, together with any VAT chargeable to the Employer, is 14 days from the due date for payment.

Unless a percentage for payment other than 95 per cent is inserted in the Contract Particulars for clause 4.3 interim certificates for the period up to practical completion will reflect the Employer's entitlement to retain 5 per cent. For the period between practical completion and the final certificate, the Contract envisages that the percentage retained will be halved.

The 2009 amendments to the Construction Act require interim and final certificates to be issued not later than 5 days after their due date. Therefore, unless otherwise agreed by the Parties at the time, a late certificate will be ineffectual and, to restart the payment procedure in those circumstances, the Contractor may need to give a payment notice, stating the amount that he considers due to him.

If the Employer fails to pay an amount due to the Contractor by the final date for its payment, interest at a rate of 5% per annum over the official dealing rate of the Bank of England is payable by the Employer for the period until payment is made.

It is clear from the 2009 amendments that if in response to a certificate or payment notice the Employer gives a 'pay less' notice and pays the lesser amount that he specifies in the 'pay less' notice, the Contractor's right under the Construction Act to suspend for non-payment does not arise. However, the JCT provision for interest is intended to preserve the Contractor's right to

interest on the additional amount that he should have been paid, insofar as there was no sustainable basis for a withholding by the Employer and regardless of any 'pay less' notice that the latter has given.

Suspension

- 16 If the Employer does not give a 'pay less' notice and does not pay the amount due to the Contractor by the final date for its payment, or, having given a 'pay less' notice, then fails to pay the amount specified in it, the Contractor, after giving notice, has the right to suspend performance of some or all of his obligations under the Contract until payment of the appropriate amount is made. Under the 2009 amendments there is also now a statutory right for him to recover reasonable costs and expenses that he incurs as a result of exercising that right.

Termination

- 17 Either Party may end the Contractor's employment if the other Party does not comply with certain stated obligations or becomes insolvent.

Dealing with disputes

- 18 Either Party may at any time refer any dispute to adjudication for a 'fast track' decision; the adjudicator's decision is binding unless and until the dispute is decided by an arbitrator or the court. Residential occupiers wishing to use the Contract should also refer to paragraph 7 above. The Contract Particulars enable the Parties to nominate an individual adjudicator in advance, should they wish. However, an individual should not be named in the Contract without his prior agreement. It has also to be recognised that those of sufficient standing to merit nomination are generally busy people and that when a dispute arises they may not be available.

The Parties may also agree to mediate a dispute.

For final dispute resolution in cases where either or both Parties are dissatisfied with the results of adjudication or mediation (or neither Party wished to have the dispute adjudicated), the choice is between court litigation and arbitration. Since 2005 litigation has been the default option under JCT contracts. If arbitration is the agreed choice, it should be selected through the appropriate entry in the Contract Particulars.

The JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR), which includes the JCT Supplementary and Advisory Procedures, will govern any arbitration that is commenced. It is recommended that anyone considering instituting arbitration proceedings should obtain a copy of the rules and, as with litigation, should take competent professional advice before taking steps to institute proceedings.

In making the choice between arbitration and litigation, in addition to the adjudication option, one should consider a range of other factors. Arbitration provides the ability to choose an arbitrator from any relevant profession, greater freedom of choice procedurally and confidentiality, whereas in litigation there is the wider power of the court. In the case of contracts where claims either way are likely to be small, it may be considered desirable to keep open the potentially cheaper route of using the County Court small claims track; any agreement to arbitrate, unless suitably qualified, would normally operate as a bar to using that route if the other Party did not agree.

Rights and remedies generally

- 19 Statutory and common law rights are not restricted by the terms of the Contract. The limitation period for a contract that is simply signed by the Parties is 6 years from the date of the breach, or, where it is executed as a deed, 12 years. The limitation period should not be confused with the Rectification Period, which is provided to facilitate the remedying of the Contractor's defective work by allowing him to return to site to make good.

Supplemental Provisions

- 20 Schedule 3 comprises six optional Supplemental Provisions which build upon the traditional JCT approach and reflect principles adopted by the Office of Government Commerce in the Achieving Excellence in Construction Initiatives. They are for use where appropriate; the extent of such use may depend upon factors such as the scope of the project, the participants and the type of relationship that the Parties wish to have. The choice as to which provisions apply is made in the Contract Particulars. If no choice is made in relation to a provision, it will apply, since the provisions are generally intended to be disapplied only where there is a Framework Agreement or other contract documentation that covers the same ground.

Terms used

- 21 As part of his duties to the Employer, the Architect/Contract Administrator should be prepared to explain the general meanings of the various terms used in the Contract. For example:

Base Date

- 22 The Base Date is stated in the Contract Particulars. The date often selected is 7 days or thereabouts before the date for submission of tenders so as to avoid any need for tenderers to deal with last minute changes. In the Minor Works Building Contract, however, Base Date plays a comparatively minor role, acting as the date of record for the Employer's status under the CIS scheme and for determining what fluctuations are payable.

CDM Regulations

- 23 Regulations made under Act of Parliament to improve health and safety standards on construction sites. The extent to which the CDM Regulations 2007 apply depends on whether or not the project that comprises or includes the Works is notifiable under the CDM Regulations. Part 2 of the CDM Regulations imposes duties (e.g. as to competence, co-operation, co-ordination and preventive steps) on clients, designers, contractors and sub-contractors at each level, whether or not the project is notifiable, as does Part 4 in relation to contractors, sub-contractors and others controlling work during the construction period. The additional duties contained in Part 3 (including those relating to the CDM Co-ordinator and Principal Contractor) apply only where the project is notifiable. Projects are generally notifiable if they involve 30 days or 500 person days of construction work. However, domestic clients (i.e. clients not acting in the course or furtherance of business) are not subject to duties under the CDM Regulations in relation to purely domestic projects, which in turn are treated as non-notifiable.

CDM Co-ordinator

- 24 The person named as the CDM Co-ordinator in the Articles of Agreement or subsequently appointed as such as required by the CDM Regulations. A CDM Co-ordinator is required only where the project is notifiable under the CDM Regulations.

Date for Completion

- 25 The date by which the Contractor is required to finish the work, as stated in the Contract Particulars or subsequently extended by the Architect/Contract Administrator.

Date of practical completion

- 26 The date when, in the Architect/Contract Administrator's opinion, the Contractor has to all practical intents and purposes completed the Works.

Rectification Period

- 27 Unless otherwise agreed, the Rectification Period is 3 months from the date of practical completion. The Contractor is required to put right any defects in the work which appear during the Rectification Period before he is entitled to be paid the final balance of the Contract price. The Architect/Contract Administrator is required to notify the Contractor of any such defects not later than 14 days after the expiry of the Rectification Period.

Health and safety file

- 28 A manual which the CDM Co-ordinator is responsible for delivering to the Employer on completion of the work, giving information for the future on the management of health and safety in the maintenance, repair, renovation, occupancy or demolition of the work and its contents. It is only required where the project is notifiable under the CDM Regulations and is not required where the client is a residential occupier undertaking a purely domestic project.

Insurance in Joint Names

- 29 A policy of insurance under which both Parties are covered if an insured risk occurs. There is normally no substantial difficulty in obtaining Joint Names insurance for the Works but, in cases that involve residential occupiers, it is difficult to obtain Joint Names insurance for existing structures and contents. Where such Joint Names insurance is unavailable, the alternative of taking out insurance in the Employer's sole name (clause 5.4C) should be selected. Where such insurance is already provided under an existing household policy, the Employer's household insurer must nevertheless be notified that building works are to be carried out; the insurer may

require the Employer to pay an additional premium. Where clause 5.4C is to apply, clause 5.4A, requiring the Contractor to insure the Works in Joint Names, should also remain operative.

Each Party should obtain advice from his own insurance adviser about coverage of the risks stated in the Contract. This should be done and the position agreed before the Contract is signed.

Any excesses under a policy are normally borne by the Party required to take out the insurance. In the case of the Works insurance, care should also be taken in determining the full reinstatement value (including any applicable VAT) and to ensure that the policy gives appropriate cover for items such as the additional costs of materials, working and removal of debris etc. that are likely to arise from loss or damage to the Works.

Liquidated damages

- 30 The rate per day/week/month stated in the Contract Particulars by the Employer, to compensate him for the Contractor's failure to finish the work on time. The rate should be a genuine pre-estimate by the Employer of the financial loss that he is likely to suffer. It is for the Employer to decide whether to deduct any liquidated damages that he might be entitled to from any amount certified as due to the Contractor; such deduction is not taken into account by the Architect/Contract Administrator in the calculation of any certificate and the appropriate notice must be given by the Employer under clause 4.5.4, 4.8.3 or 4.8.4.3.

Provisional Sum

- 31 A sum included for work which the Employer may or may not decide to have carried out, or which cannot be accurately specified in the original contract documents. For instance, where the Employer is undecided whether all, some or none of the outside of the premises will need to be re-decorated, the pricing documents may say "Allow £X for complete external redecoration of the premises." If the Employer then decides any redecoration is necessary, the specification required is instructed by the Architect/Contract Administrator and the price to be paid is either agreed between the Architect/Contract Administrator and the Contractor or valued by the Architect/Contract Administrator.

Variation

- 32 A change to the work that the Architect/Contract Administrator instructs on behalf of the Employer. The variation may be an addition to or an omission from the work as originally specified or to the order or period in which it is to be carried out.

2011 changes

The following provisions in 2011 Edition contain textual changes. The provisions with substantive textual changes have been identified with *.

2011 numbering

Articles

Article 4
Article 5
Article 7

Contract Particulars (entries)

7.2

Conditions (clauses)

1.3.5
1.6*
2.5.1
2.7*
2.8.2, 2.8.3
2.10*
2.11
3.1
3.3.1, 3.3.2.3
3.4
3.5
3.10
4.3*
4.4*
4.5*
4.6

4.7*
4.8*
4.9
4.10
6.1*
6.2.3
6.5.2.1
6.6
6.7.2*, 6.7.3 introduction
6.8.1.1
6.10.1 hanging paragraph
6.11.1

Schedules

Schedule 1	paragraph 1 paragraph 2.1
Schedule 2	paragraph 4.1 paragraph 8 paragraphs 10.1 and 10.2.2
Schedule 3	paragraph 4.1

MW User Checklist

A checklist of the key information that will help you to complete the Articles of Agreement may be downloaded from the JCT website.

Care has been taken in preparing these Guidance Notes but they should not be treated as a definitive legal interpretation or commentary. Users are reminded that the effect in law of the provisions of the Minor Works Building Contract 2011 Edition is, in the event of a dispute as to that effect, a matter for decision in adjudication, arbitration or litigation.

DRAFT

**Members**

British Property Federation Limited
Contractors Legal Grp Limited
Local Government Association
National Specialist Contractors Council Limited
Royal Institute of British Architects
The Royal Institution of Chartered Surveyors
Scottish Building Contract Committee Limited

All parties must rely exclusively upon their own skill and judgment or upon those of their advisers when using this document and neither Thomson Reuters (Professional) UK Limited nor its associated companies assume any liability to any user or any third party in connection with such use.

SWEET & MAXWELL**THOMSON REUTERS**

Minor Works Building Contract 2011

Minor Works Building Contract 2011

Amendment 1

Issued March 2015 (Effective from 6 April 2015)

CDM Regulations

Clause number and heading	Action
Fifth Recital	Delete '2007' and insert '2015'
Article 4 heading	Delete 'CDM Co-ordinator' and insert 'Principal Designer'
Article 4	Delete 'CDM Co-ordinator' and insert 'Principal Designer'; Delete 'or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(3) of those regulations' and insert 'or such replacement as the Employer at any time appoints to fulfil that role'
Article 5	Delete 'or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of those regulations' and insert 'or such replacement as the Employer at any time appoints to fulfil that role'
Footnote [7]	Delete the existing text and insert the following: 'Insert the name of the Principal Designer in Article 4 if the Architect/Contract Administrator is not to fulfil that role and that of the Principal Contractor in Article 5 if that is to be a person other than the Contractor. Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors.'
Footnote [11]	Delete the existing text and insert the following: 'Under the CDM Regulations 2015 a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.'
Contract Particulars, 1.1	Delete the entire entry on 'CDM Planning Period' and footnote [13]
Clause 1.1	Delete the definitions of 'CDM Co-ordinator' and 'CDM Planning Period'; 'CDM Regulations': delete '2007' and insert '2015'; 'Construction Phase Plan': delete the existing text and insert 'the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.';
Clause 2.1.1	After 'Construction Phase Plan', delete '(where applicable) and other' and insert 'and'
Clause 2.9	Delete '3.9.4' and insert '3.9 in respect of the supply of documents and information'
Clause 3.3.2.2	Delete the existing text and footnote [28] and insert the following: 'each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations;'

Clause number and heading	Action
Clause 3-9 heading	Delete ‘ – Undertakings to comply ^[28] ’ and footnote [28]
Clause 3-9	<p>Delete the existing text and insert the following:</p> <p>‘Each Party undertakes to the other that in relation to the Works and site he will duly comply with applicable CDM Regulations. In particular but without limitation:</p> <ul style="list-style-type: none"> ·1 the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations; ·2 the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;^[29] ·3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time; ·4 if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.’
Footnote [29]	<p>Delete the existing text and insert the following:</p> <p>‘Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client’s duties under regulations 4, 6 and 8.’</p>
Clause 3-10	Delete the clause heading, number and text

Incorporation of the modifications

The modifications may readily be incorporated in one of two ways:

- either** by amending the contract document itself in accordance with this Amendment and executing it in its amended form, with each amendment initialled by or on behalf of each party
- or** by attaching this Amendment to the Contract; and, prior to execution, inserting the following further provision in the Articles with the next available number (i.e. normally as Article 9):
- “Article [____]: Amendment 1: CDM Regulations – incorporation**
This Agreement and the Conditions shall have effect as modified by the amendments set out in the attached Amendment 1: CDM Regulations.”
- (that Article in similar fashion being initialled on execution.)

Schedule 2 Specification

Replacement Doors

27 August 2015

Table of Contents

Title		Page
A05	construction (design and management) requirements 2007	3
A10	PROJECT PARTICULARS	4
A11	TENDER AND CONTRACT DOCUMENTS	4
A12	THE SITE/ EXISTING BUILDINGS	5
A13	DESCRIPTION OF THE WORK	6
A30	TENDERING/ SUBLETTING/ SUPPLY	6
A31	PROVISION, CONTENT AND USE OF DOCUMENTS	10
A32	MANAGEMENT OF THE WORKS	14
A33	QUALITY STANDARDS/ CONTROL	22
A34	SECURITY/ SAFETY/ PROTECTION	28
A36	FACILITIES/ TEMPORARY WORK/ SERVICES	36
A37	OPERATION/ MAINTENANCE OF THE FINISHED WORKS	37
A60	ENVIRONMENTAL REQUIREMENTS	38
A20	JCT MINOR WORK BUILDING CONTRACT (MW)	39

The proposed refurbishment of replacement doors as herein described as The Works Specification does fall within the requirements to be NOTIFIABLE by means of Form F10 to the Health and Safety Executive in respect of the Construction (Design and Management) Regulations 2015.

The Principal Contractor will be responsible for appointing and all subsequent supervision of conduct of all sub-contractors, within the remit of the Contract.

The Principal Contractor is required to prepare a contract specific Health and Safety Plan for the works. This Plan must be submitted to the Contract Administrator at least ten working days prior to the anticipated on site start date, to allow for assessment of its content and context for final advice to be given to relevant staff.

The client will not permit any works to start until he is satisfied that the Principal Contractors Health and Safety Plan is adequate and in place. Any subsequent delays to the scheduled works period start date caused by the Principal Contractors failure to submit The Health and Safety Plan in sufficient time or with sufficient information and content to allow proper assessment will be attributed to The Contractor.

The Principal Contractor will be required to comply with safety requirements in respect of site access and designated fire escape routes as set out, described and detailed within the specification. As such, The Principal Contractors attention is drawn to the issue of public access around and in the possible case of any emergency within the building through the area designated as The Works.

- Satisfactory site specific method statements will be required to be submitted to the Contract Administrator two days before on site commencement of the works. This statement must cover all works required, and all areas where the public could come into contact with the contractor, his staff, equipment and vehicle movements.

- The Principal Contractor's written Health and Safety Plan for the construction phase of the works must be submitted a minimum of ten working days before the start of any works on site and be verified as satisfactory by the Contract Administrator as being in accordance with regulations and appropriate to the site, and only upon written confirmation to the Contract Administrator that the File is satisfactory for works to begin, the Contract Administrator will give written notice for such commencement of works to the contractor.

- 160 PRECONSTRUCTION INFORMATION
- Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

A12 THE SITE/ EXISTING BUILDINGS

- 110 THE SITE
- Description: Various occupied domestic dwellings.
- 115 THE SITE ADDRESS
- Address: Various
 - Post Code: N/A
- 180A HEALTH AND SAFETY FILE
- The Contractor's written Health and Safety Plan for the construction phase of the works must be submitted a minimum of ten working days before the programmed start date of any works on site
 - No work is to begin until the Plan is verified as satisfactory and as being in accordance with Regulations and appropriate to the site by the Contract Administrator in writing to the Principal Contractor.
 - Availability for inspection: The site copy of the Health and Safety Plan must be available on site for the CA to view at all times.
- 210 PARKING
- Restrictions on parking of the Contractor's and employees' vehicles: Do not park on tenant's allocated parking spaces.
- 220A USE OF THE SITE
- General: Do not use the site for any purpose other than carrying out the Works.
 - Limitations: Do not obstruct emergency access or egress routes, stairways, footpaths or public entrances.
- 240A HEALTH AND SAFETY HAZARDS
- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present:
 - Asbestos
 - Lead base paint
 - Other items as detailed and set out within the Designers Hazard Risk Sheet for guidance and information.
 - Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
 - Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

£	p

250A SITE VISIT

- Before tendering: Ascertain the nature of the sites, access thereto and all local conditions and restrictions likely to affect the execution of the Works. No claim from failure to do so will be considered.

Arrangements for visit:

- By prior arrangement with Nicholas Dobbs 023 8028 5588 who may be contacted Monday to Friday between the hours of 9.00am and 4.30pm.
- Please note unauthorised visits to the N/A will not be permitted.

- Before tendering: Ascertain the nature of the sites, access thereto and all local conditions and restrictions likely to affect the execution of the Works. No claim from failure to do so will be considered.
- Arrangements for visit:
- By prior arrangement with Nicholas Dobbs 023 8028 5588 who may be contacted Monday to Friday between the hours of 9.00am and 4.30pm.
 - Please note unauthorised visits to the N/A will not be permitted.

A13 DESCRIPTION OF THE WORK

120 THE WORKS

- Description: Replacement external front and rear doors - shed doors.

- Description: Replacement external front and rear doors - shed doors.

150 DURATION OF WORKS

- The Contractors attention is brought to the requirements of Section A34A, which will be required to be met in full in calculating the project works programmes to completion.

- The Contractors attention is brought to the requirements of Section A34A, which will be required to be met in full in calculating the project works programmes to completion.

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

110A SCOPE

- General: These conditions apply in respect of the Contractor's tender submission and are supplementary to those stated in the Invitation to Tender and on the form of tender.

- General: These conditions apply in respect of the Contractor's tender submission and are supplementary to those stated in the Invitation to Tender and on the form of tender.

145 TENDERING PROCEDURE

- General: In accordance with the principles of: Single Stage Tendering.
- Arithmetical errors: Overall price is dominant.

- General: In accordance with the principles of: Single Stage Tendering.
- Arithmetical errors: Overall price is dominant.

160 EXCLUSIONS

- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
- Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
- Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

170A ACCEPTANCE OF TENDER

- " The Employer and Employer's representatives:
 - Offer no guarantee that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
 - Will not be responsible for any cost incurred in the preparation of any tender.

- " The Employer and Employer's representatives:
 - Offer no guarantee that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
 - Will not be responsible for any cost incurred in the preparation of any tender.

£	p

- 180 CONTRACTOR TO SATISFY HIMSELF ON ALL MATTERS
- Tender period: When tendering, examine the drawings and other tender documents and visit the sites in order to satisfy yourself as to the nature and extent of the works and as to any difficulties which may arise due to the particular form of design and construction.
 - Principal Contractor to obtain information as to the means of access to the sites, and as to the particular nature and value of the works to be contracted for.
 - Principal Contractor will be deemed to be conversant with the availability of labour and materials prevailing at the time of tendering and to have made allowance accordingly.
- 190 PERIOD OF VALIDITY
- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 Months.
 - Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

- 210 PRELIMINARIES IN THE SPECIFICATION
- Measurement rules: Preliminaries/ General Conditions must not be relied on as having been prepared in accordance with SMM7.
- 250A PRICED DOCUMENTS
- General: The Tender Return Document shall be completed in full in accordance with the requirements of the Tender Document and Invitation to Tender letter. The tender should conform to the Codes of Procedure set out in the NJCC publication Selective Tendering.
 - **Any unsupported clarifications to the tender whether technical or financial may result in the tender not being considered, although written explanations contained as addendum documents will be accepted for consideration.**
 - Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
 - New Forest District Council will not be responsible for any expenses, which may be incurred by the tenderer in the preparation of the tender bid.
- 310A TENDER
- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
 - The Tender and any subsequent Contract will include for:
 - Compliance with statutory obligations and the regulations of any Local Authority, Public Service or Statutory Undertaker relating to the execution of the works.
 - Compliance with all installation and workmanship legislation, codes of practise, and guidelines issued by statutory or professional bodies.
 - All installations to be fully compliant and Certifiable with Legislation regarding components, insulation, materials, working practises, configuration of components etc, and published practises whether they are specifically specified or referred to within this specification or not.

£	p

- 320 CODES OF PRACTICE FOR TENDERING
- PRINCIPLES: The employer will observe the general principles contained in Code of Procedure for Single Stage Selective Tendering 1996 published by the NJCC for Building and the Tenderer's attention is particularly drawn to the following procedures which will be operated.
- 330 CORRECTION OF ERRORS
- In accordance with The Code of Procedure for Single Stage Selective Tendering 1996 and Procedure Note 12 Tendering for Building Works without Bills of Quantities 6.3, alternative 1 published by the NJCC, the Contractor will be notified of any errors which may be discovered and be given the opportunity of confirming his offer or withdrawing it.
- 340 EVALUATION OF TENDERS
- The Council does not bind itself to accept the lowest or any tender.
- 480 PROGRAMME
- Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.
 - Submit: Within one week of request.
- 500A TENDER STAGE METHOD STATEMENTS
- Method statements: Are to be produced for all works where relevant risk is associated
 - Risks included in the tender stage Health and Safety Plan documentation
 - Statements: Submit within two days of request
- 510 ALTERNATIVE METHOD TENDERS
- General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
 - Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
 - Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
 - Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
 - Submit: With tender.
- 530 SUBSTITUTE PRODUCTS
- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
 - Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

£	p

- 550 HEALTH AND SAFETY INFORMATION
- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
 - Include:
 - A copy of the contractor's health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
 - Submit: Within one week of request.
- 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN
- Content: Submit the following information within one week of request:
 - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.
 - Arrangements for issuing health and safety directions.
 - Procedures for informing other contractors and employees of health and safety hazards.
 - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
 - Procedures for communications between the project team, other contractors and site operatives.
 - Arrangements for cooperation and coordination between contractors.
 - Procedures for carrying out risk assessment and for managing and controlling the risk.
 - Emergency procedures including those for fire prevention and escape.
 - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
 - Arrangements for welfare facilities.
 - Procedures for ensuring that all persons on site have received relevant health and safety information and training.
 - Arrangements for consulting with and taking the views of people on site.
 - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
 - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
 - Review procedures to obtain feedback.
- 599 FREEDOM OF INFORMATION
- Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
 - Determination: Submit requests received. Do not supply information outside the project participants without express written permission.
 - Confidentiality: Maintain at all times.

£	p

£	p

- General: Comply with the Construction Industry Board 'Code of Practise for the selection of subcontractors'.
- List: Provide details of all subcontractors and the work for which they will be responsible.
- Submit: Within 10 days of request.

- General: Scaffolding is high-risk work and therefore competent firms must be used, refer to the National Access and Scaffolding Confederation website <http://www.nasc.org.uk/> and ensure that the scaffolding contractor appointed is a NASC member.
- General: All scaffolding to be used will be of an independent type, free standing and not attached or supported by the building to which it is allowing safe access.

DEFINITIONS AND INTERPRETATIONS

- **Meaning:** Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.
- Response: Do not proceed until response has been received.

- **Definition:** Materials, both manufactured and naturally occurring, and goods, including all individual components whether supplied as an incorporated part of as a spare part, equipment and accessories, intended for the permanent incorporation in the Works.
- **Includes:** Goods, plant, materials, site materials and things for incorporation into the Works.

- **Definition:** All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- **Includes:** Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

160A TERMS USED IN SPECIFICATION

- Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Includes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Includes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

- 170 **MANUFACTURER AND PRODUCT REFERENCE**
- Definition: When used in this combination:
 - Manufacturer: The firm under whose name the particular product is marketed.
 - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
 - Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

£	p

200A SUBSTITUTION OF PRODUCTS

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Substitution proposals accepted by the CA will not exempt the Main Contractor from any obligations to be responsible for the quality, durability, suitability and compatibility of the components from those attainable by the specified product and will further not give exemption to the Main Contractor from matching any manufacturing standards or Certifications attained by the specified product due to the any approved substitution. Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
 - manufacturer and product reference;
 - cost;
 - availability;
 - relevant standards;
 - performance;
 - function;
 - compatibility of accessories;
 - proposed revisions to drawings and specification;
 - compatibility with adjacent work;
 - appearance;
 - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES

- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
- Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
- Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
- Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

220A REFERENCED DOCUMENTS

- Conflicts:
- In all instances the details set out on the Contract drawings are deemed to be those required under the Contract.
- Instances within the specification that conflict with the Contract drawings must be notified.
- Instances where priced specification clauses contradict the drawing details will be deemed to be additional clauses and the values set against them will be included as omission values in any subsequent CA instruction, with the drawing details deemed as included within the let Contract.
- Specification prevails over other remaining referenced documents.

230 EQUIVALENT PRODUCTS

- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

£	p

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

- 550 NAMED SUBCONTRACTORS: DESIGN AND PRODUCTION INFORMATION
- General: Certain Subcontractors are/ will be required to provide design/ production information during the contract as described in the Conditions of Contract, clause 3.7.
 - Master programme: Make reasonable allowance, based on information in section A30, for completing design/ production information, checking, submission (including to the Planning Supervisor/ CDM Coordinator), comment, inspection, amendment, resubmission and reinspection.
 - Information from Subcontractors:
 - Obtain in time to meet the programme and in accordance with NAM/T where applicable.
 - Check dimensions are correct, account is taken of all related work, and construction is practicable. Note any comments on one copy of the design/ production information, then submit with the required number of additional unmarked copies. Such checking will not relieve the CA or the Subcontractors of their respective responsibilities for design, co-ordination and documentation.
 - Inspection and comments: One copy will be marked and returned to Contractor. This will not relieve the Subcontractors of their responsibility for design and documentation. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.
 - Final version of information: Distribute copies to all affected Subcontractors and others and keep one copy on site.
 - Submit two copies.
- 630 TECHNICAL LITERATURE
- Information: Keep on site for reference by all supervisory personnel:
 - Manufacturers' current literature relating to all products to be used in the Works.
 - Relevant British, EN or ISO Standards.
- 640A MAINTENANCE INSTRUCTIONS AND GUARANTEES
- General: Obtain and hand over to the Contract Administrator at Practical Completion any maintenance instructions, tools, guarantees etc, provided by the manufacturers or suppliers.

A32 MANAGEMENT OF THE WORKS

GENERALLY

- 105 HEALTH AND SAFETY PLAN
- The Contractor's written Health and Safety Plan for the construction phase of the works must be submitted a minimum of ten working days before the programmed start date of any works on site.
 - No work is to begin until the Plan is verified as satisfactory and as being in accordance with Regulations and appropriate to the site by the Contract Administrator in writing to the Principal Contractor.

£	p

110 SUPERVISION

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

120 INSURANCE

- Documentary evidence: Before starting work on site submit details, and/or policies and receipts for the insurances required by the Conditions of Contract.

130 INSURANCE CLAIMS

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

140 CLIMATIC CONDITIONS

- Information: Record accurately and retain:
 - Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

145 FROST

- Duty:
 - No work liable to damage by freezing shall be carried out when the temperature is below 4 degrees C.
 - New work is to be protected at night when frost may be anticipated.
 - Any damage caused by frost or freezing shall be made good by the Contractor at his own expense.

147 ADVERSE WEATHER

- General: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

150 OWNERSHIP

- Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

PROGRAMME/ PROGRESS

170 HEALTH, SAFETY AND WELFARE

- Duty: The Contractor shall comply with all applicable legislation for the safety, health and welfare of its employees, or any other person in or near the site of the works, and members of the public.

£	p

- 171 NOTIFICATION OF ACCIDENTS ON SITE
- The Contractor shall notify the C.A. with immediate affect all incidents of accidents to persons on site .
 - Incidents to be notified must set out:
 - Circumstances of incident.
 - Names of persons affected and what their purpose was on the site (Trade, visitor, inspector etc).
 - Injuries sustained.
 - First aid given.
 - Actions being undertaken to investigate the incident.
 - Incident report number.
 - The Contractor shall notify the C.A. in writing within 48 hours of the reported incident.
 - Of all Notifications to the HSE in response to the reported incident.
 - All works delayed or suspended pending investigation.
 - Actions and protocols being put in place to mitigate or forestall any future repeat.
 - Names of any persons suspended or being considered for any disciplinary action from their employer over the incident.
 - The Contractor shall notify the C.A. in writing and update weekly on all reported incidents
 - All works delayed or suspended pending results of any investigation.
 - The results of all investigations into the incident.
 - All works in delay due to change in process brought about by review of the incident.
 - Actions and protocols in place to mitigate or forestall any future repeat.
 - Persons suspended or that have been removed from the site.
 - Any press or third party requests for information.
 - The Contractor shall notify the C.A. in writing and update weekly on all reported incidents that have effected the progress of the works.
 - All works delayed or suspended pending results of any investigation
 - All works in delay due to change in process brought about by review of the incident.
 - Any action that is being considered by the HSE or notices issued by them to the Contractor.
 - Actions and protocols being put in place to mitigate or forestall any future repeat.
 - Any Press or third party notifying the Contractor of an interest in the incident.
- 172 NOTIFICATION OF NEAR MISS REPORTS ON SITE
- The Contractor shall notify the C.A. in writing weekly of any near miss reports submitted by any person on the site.
 - Incidents to be notified must set out:
 - Circumstances of incident
 - Names of persons affected and what their purpose was on the site (Trade, visitor, inspector etc)
 - Actions being undertaken to investigate the incident
 - Actions and protocols being put in place to mitigate or forestall any future repeat
 - Names of any persons suspended or being considered for any disciplinary action from their employer over the incident

£	p

- 173 CONTRACTORS CONDUCT
- Duty: Be polite, helpful and respectful to members of the public. Without prejudice the generality of this provision, take all reasonable steps to ensure that staff engaged in the contract do not act in a manner likely to be perceived either by the Employer's staff or members of the public as inappropriate conduct.
- 175 CONTRACTORS STAFF AND OPERATIVES
- Employer's right: The Employer reserves the right to permanently ban any operative (including sub-contractors or suppliers), member of the Contractor's staff or visitor who the Employer considers to have behaved in an unreasonable manner. Respond immediately to any instructions issued by the Employer or his representatives in this regard. Any operative etc dismissed shall be replaced forthwith by the Contractor. The use of foul language, sexist innuendo other behaviour which is inappropriate in a public place shall constitute one of a number of possible grounds of dismissal under this clause.
- 183 PASSENGER LIFTS
- Description: The Contractor may not use the internal passenger lifts for the conveyance of operatives or materials.
- 193 NOISE CONTROL
- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimise noise levels during the execution of the Works.
 - Noise levels from the Works: Maximum level: Ward 26 at all times. dB(A) when measured from the site boundary except between the hours of 08.00 to 17.00
 - Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
 - Restrictions: Do not use:
 - Pneumatic drills and other noisy appliances without consent
 - Radios or other audio equipment
- 194 NOISE AND VIBRATION CONTROL WITHIN BUILDINGS
- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimise noise levels during the execution of the Works.
 - Noise levels from the Works: Maximum level: 90 dB(A) when measured from 5 metres distance.
 - Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
 - Restrictions: Do not use:
 - Pneumatic drills and other noisy appliances without consent
 - Radios or other audio equipment
 - Contractor to take account of resident Council staff and to vary the location and duration of works so that Council staff (Such as Reception staff who may not be able to relocate) are subjected to no more than 25 minutes of continuous vibration work in every 60 minutes in adjoining internal spaces.

£	p

	£	p
<p>195 NUISANCE</p> <ul style="list-style-type: none"> • Duty: Take all necessary precautions to prevent nuisance from water, smoke, dust, rubbish, noise and all reasonable identifiable other causes. This includes contract staff interactions with office staff and the public, and interference with system operating facilities and equipment from any of the above stated causes • Take all necessary precautions to prevent access to the works area of any unauthorised persons, and prohibit deliveries from coinciding with staff arrival and departure peak times, including site staff vehicle movements and vehicle parking impeding peak time traffic and pedestrian movements. 		
<p>197 NOTICE, FEES AND CHARGES</p> <ul style="list-style-type: none"> • General: Give all notices required by any Local Authority, Public Service or Statutory Undertaker. 		
<p>199 POLICE REGULATIONS</p> <ul style="list-style-type: none"> • General: Ascertain and comply with all Police Regulations affecting the execution of the works. 		
<p>210A PROGRAMME</p> <ul style="list-style-type: none"> • Master programme: <ul style="list-style-type: none"> - Before starting work on site, submit in an approved form a master programme for the Works. - At each programmed progress site meeting as called by the CA. • The submitted programme which must include details of: <ul style="list-style-type: none"> - A clearly identified critical path. - Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31). - Planning and mobilisation by the Contractor. - Earliest and latest start and finish dates for each activity and identification of all critical activities. - Running in, adjustment, commissioning and testing of all engineering services and installations - Work resulting from instructions issued - Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents. • Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme. • Submit: one copy. • Programmes must be sequentially numbered and highlight variations from the previously submitted issue. 		

	£	p
<p>220 PROGRAMME INCLUSIONS</p> <ul style="list-style-type: none"> The Master Programme shall include for: <ul style="list-style-type: none"> - All items under clause 210A and 265A. - All days worked as per A34 clause 40. - All days excluded from works schedule (Sundays accepted). - All out of hours working proposed for service connections / disconnections etc. - Dates by which any additional information over and above that tendered is required. - Dates by which sub-contractors shall be appointed. - Critical final dates for Contractor to raise orders for supply to materials suppliers for all materials specified for the works. - All critical material delivery to site dates. - All material curing dates as set out under A34A clauses in numerical series 20-29. - Critical dates of method statement submission to Contract Administrator inc Ten day Contract Administrator assessment. 		
<p>230 SUBMISSION OF PROGRAMME</p> <ul style="list-style-type: none"> Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract. 		
<p>250A MONITORING</p> <ul style="list-style-type: none"> Progress: Record progress in completing the Works on a copy of the programme kept on site at all times. Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimise any delay and to recover any lost time. 		
<p>255 PRE CONTRACT MEETING</p> <ul style="list-style-type: none"> General: Pre-contract meeting will be arranged before the commencement of the works, to set up procedures for all relevant matters and agree dates etc. 		
<p>260A SITE MEETINGS</p> <ul style="list-style-type: none"> General: Site meetings will be held to review progress and other matters arising from administration of the Contract. Frequency: At least one progress meeting and one pre handover meeting or as required by the CA, and at intervals as called by the CA at times to suit site progress. Location: To be agreed Attendees: Attend meeting and inform subcontractors and suppliers if their presence is required. Chairperson (who will also take and distribute minutes): CA 		

- 265A **CONTRACTOR'S PROGRESS REPORT**
- General: Submit a progress report at least 2 full working days before the site meeting.
 - Content: Notwithstanding the Contractor's obligations under the Contract the report must include:
 - A progress statement by reference to the master programme for the Works.
 - Details of any matters materially affecting the regular progress of the Works.
 - Subcontractors' and suppliers' progress reports.
 - Any requirements for further drawings or details or instructions to fulfil any obligations under the Conditions of Contract.
 - Daily recorded weather sheets when external works are undertaken.
 - Health and Safety report detailing all reported accidents or near misses on site.
 - Percentage completion analysis for each task.
- 280A **PHOTOGRAPHS COVERING UP WORKS**
- In all instances where work requires covering up to progress the works when the CA has been unable to attend site to inspect said works, the Contractor shall take 3 photographs and e-mail them to the CA before said works are covered up for CA's comments and acknowledgement.
 - Image format: Jpeg suitable for downloading via NFDC issued HTC phones.
 - Number of images from each location: Three as a minimum.
 - Other requirements: Images of a quality and a perspective to give a clear and unambiguous image of the works being covered up.
- 281B **PHOTOGRAPHS OF OPENED UP WORKS**
- In all instances where work requires emergency instruction from the CA where the CA is unable to attend site to inspect said works, the Contractor shall take photographs and e-mail them to the CA for CA's comments and acknowledgement.
 - Image format: Jpeg suitable for downloading via NFDC issued HTC phones.
 - Number of images from each location: Enough to fully emphasis the encountered situation.
 - Other requirements: Images of a quality and a perspective to give a clear and unambiguous image of the works being covered up.
- 285 **PARTIAL POSSESSION BY EMPLOYER**
- Clause 2.25 of Conditions of Contract: Ensure all necessary access, services and other associated facilities are also complete.
- 290A **NOTICE OF COMPLETION**
- Requirement: Give Contract Administrator notice of the anticipated date of practical completion of each section of the works (or) of the works.
 - Associated works: Ensure necessary access, services and facilities are complete.
 - Period of notice (minimum): 4 working days

£	p

490 **AUDIT AND LIQUIDATED DAMAGES FOR NON-COMPLETION**

- It must be noted that the final account will be submitted for internal Council audit prior to final payment being made on the Contract. The Contractor will not unnecessarily be delayed in being paid, but must accept with this contract, that the final contract payment may be several days later than under normal payment durations.
- Liquidated damages if levied (see Appendix 1) would be deducted by the Audit payments officer from the invoice submission, upon issue by the Contract Administrator of a Notice of Non-completion, as with normal JCT contract requirements.

500 **AUDIT AND UN-LIQUIDATED COSTS FOR DISRUPTION AND LOSSES INCURRED**

- It must be noted that the final account will be submitted for internal Council audit prior to final payment being made on the Contract. The Contractor will not unnecessarily be delayed in being paid, but must accept with this contract, that the final contract payment may be subject to an adjustment in relation to un-liquidated costs incurred by the Council following disruption to staff or public use of the offices relating to the conduct of the Contractor. Thus payment to the Contractor may be several days later than under normal payment durations.
- Un-liquidated damages if levied (See Appendix 3 (Article 10) for totals) would be notified to the Contractor by the Contract Administrator upon any incident resulting in a full or partial loss of use or closure of the building to which the works and a cost item is scheduled in Appendix 3 relates at the time of the incident but not limited by time to the actual notification being prior to submission of invoices for payment. Listed cost deductions (if levied) will be enforced by the Contract Administrator in agreeing due payments prior to the Contractor submitting an invoice for payment in the usual way.

£	p

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

20 STATUTORY OBLIGATIONS

- Comply with statutory obligations and the regulations of any Local Authority, Public Service or Statutory Undertaker relating to the execution of the works.
- The Contractor will be required to comply with all installation and workmanship legislation, codes of practise, and guidelines issued by statutory or professional bodies.
- All installations will need to comply fully with legislation regarding components, insulation materials, working practises, configuration of components etc, and published practises whether they are specifically specified or referred to within this specification or not.

- 30 SPECIFICATION
- All works priced will include and be undertaken by the Contractor in full compliance with British and European Standards/Codes of Practice British Board of Agrément and any other European Certification and British Building Regulations, including carrying out the works using materials specifically stated as to use and purpose by specified or agreed suppliers materials/workmanship/practices/requirements of use or installation practice, including where required Statutory Authority compliance with local water/gas/electrical/other services Authority specific for the buildings locations to which this specification document relates, whether those specific details are stated in this specification or not, the onus of compliance remains with the Contractor.
- 40 QUALITY AND QUANTITY OF WORK
- General: Tenders must include for all work shown, described or apparent as being necessary for the complete and proper execution of the Works.
- 110 INCOMPLETE DOCUMENTATION
- General: Where and to the extent that products or work are not fully documented, they are to be:
 - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - Suitable for the purposes stated or reasonably to be inferred from the project documents.
 Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.
- 120 WORKMANSHIP SKILLS
- Operatives: Appropriately skilled and experienced for the type and quality of work.
 - Registration: With Construction Skills Certification Scheme.
 - Evidence: Operatives must produce evidence of skills/ qualifications when requested.
- 130 QUALITY OF PRODUCTS
- Generally: New. (Proposals for recycled products may be considered).
 - Supply of each product: From the same source or manufacturer.
 - Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
 - Tolerances: Where critical, measure a sufficient quantity to determine compliance.
 - Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

£	p

- 135 **QUALITY OF EXECUTION**
- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
 - Colour batching: Do not use different colour batches where they can be seen together.
 - Dimensions: Check on-site dimensions.
 - Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
 - Location and fixing of products: Adjust joints open to view so they are even and regular.
- 140 **COMPLIANCE**
- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
 - Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
 - Properties tested.
 - Pass/ fail criteria.
 - Test methods and procedures.
 - Test results.
 - Identity of testing agency.
 - Test dates and times.
 - Identities of witnesses.
 - Analysis of results.
- 150 **INSPECTIONS**
- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
 - Date of inspection.
 - Part of the work inspected.
 - Respects or characteristics which are approved.
 - Extent and purpose of the approval.
 - Any associated conditions.
- 160 **RELATED WORK**
- Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
 - Appropriately complete.
 - In accordance with the project documents.
 - To a suitable standard.
 - In a suitable condition to receive the new work.
 - Preparatory work: Ensure all necessary preparatory work has been carried out.
- 170 **MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS**
- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
 - Changes to recommendations or instructions: Submit details.
 - Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
 - Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

£	p

- | £ | p |
|---|---|
| | |

210 SAMPLES

- 220 APPROVAL OF PRODUCTS

- 230 APPROVAL OF EXECUTION

- ## ACCURACY/ SETTING OUT GENERALLY

- Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- Inform: When complete and before commencing construction.

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible:
 - Arrange for inspection of appearance of relevant aspects of partially finished work.
 - " General tolerances (maximum): To BS 5606, tables 1 and 2.
 - 2.General tolerances (maximum): To BS 5606, tables 1 and 2.

- **Site setting out drawing:** Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.

- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

- A minor works certificate will be required and all new DB connections and cables are to be marked and labelled as per 17th Edition Electrical Regulation requirements.
- Original certificate: To be lodged in the Building Manual.

- General: Provide adequate space and support for services, including unobstructed routes and fixings.
- Ducts, chases and holes: Form during construction rather than cut.
- Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
- Building Regulations notice: Copy to be lodged in the Building Manual.

510 SUPERVISION

- General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- Replacement: Give maximum possible notice before changing person in charge or site agent.

- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:
 - Hinder access to defective products or work; or
 - Be rendered abortive by remedial work.

- Removal: Before removing scaffolding or other facilities for access, give notice of not less than two days.

- **Timing:** Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- **Confirmation:** One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
- **Records:** Submit a copy of test certificates and retain copies on site.

610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS

- Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

620 MEASURES TO ESTABLISH ACCEPTABILITY

- General: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
 - Will be at the expense of the Contractor.
 - Will not be considered as grounds for revision of the completion date.

630A QUALITY CONTROL

- British Standards: References to British Standards and Codes of Practice refer to the edition current at the date of tender. Obtain certificates of compliance from Manufacturers when requested by the Contract Administrator.
- Selection of Materials: Where reference is made to a particular Manufacturer or product, the words 'or other equal and approved' are deemed to be included. This does not apply to the specific named manufacturers recommended materials and practices in laying / mounting / applying etc, except where a completely different manufacturer or component is offered by the Contractor in lieu of that specified.
- Commodities are to be new unless otherwise specified. Handle, store and fix commodities with care to ensure that they are in perfect (working) condition when incorporated into the work, in accordance with the manufacturers' instructions. Inform the Contract Administrator when these instructions conflict with any specified requirements. Submit copies of Manufacturer's recommendations to the Contract Administrator when requested.
- Material Samples: Submit samples to the Contract Administrator for approval, where materials are to form the finish or where these are at variance to those materials specified. Varied materials can only be used when the Contract Administrator has given written consent for use. Retain approved samples on site for comparison with commodities used in the works, and remove when no longer required by the Contract Administrator.

£	p

- General: Make good all damage consequent upon the Works. Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: The Contractor will be required to clear the works and any site compound or office/storage etc. area used during the works. The Contractor is to ensure that the works area is cleaned and that all debris and detritus arising from or associated with the works is cleared from the works area. The works and its surrounds are to be handed over to the client, clean and tidy to the point where further cleaning by office staff is not required after handover. COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

- Requirement: Make arrangements with the Contract Administrator and give reasonable notice of the precise dates for access to the various parts of the works for the purposes of making good defects.

SECURITY, HEALTH AND SAFETY

- The contractor's attention is brought to the fact that the Facility at the site address will remain open to the public at all normal hours. This will require that the contractor:
 - Ensure that staff and public are protected at all times from any dangers or risks arising from the carrying out of the works. This includes the requirement to post appropriate safety and cautionary signage and physical barriers.
 - Ensure that the access road and foot way (which the contractor must use for access) are as dedicated fire exits and building access corridors are under no circumstances obstructed.
 - Be held responsible for ensuring that materials or tools for and debris associated with the building works are only brought to or removed from the works area via the vehicular and pedestrian access road at times convenient to the Centre Manager and College Head Teacher, especially as most college pedestrian and bus access is via this single access route.
 - Be responsible for ensuring that operatives do not at any time impede any access routes or the internal corridor between the works area and the site compound / remainder of the centre, or bring materials or tools to or from the works via any internal access way into the works area at any time, other than via the route/s agreed.

- 35 MATERIAL DELIVERY AND STORAGE ON SITE
- Do not deliver any components that cannot be uploaded into suitable conditions of storage.
 - Unload, handle and store components in accordance with the manufacturers' instructions.
 - Retain protective coverings in position. Such coverings will only be considered as protective coverings, so long as they are not punctured, damaged, or have in any way been removed.
 - All materials that are subject to deterioration in storage such as Cement, sand, plaster etc, are to be stored in a dry storage container, or within the building if agreed by the Contract Administrator.
 - Any materials that deteriorate or cure when wetted, whether covered or not, that have been left outside in wet weather shall be disposed of immediately at the contractors cost and considered as spoilt.
 - All components and materials subject to deterioration, having been stored in a dry storage area, are to be used as soon after delivery as possible, and are not to be used if the on site storage of the item exceeds 10 working days, unless such extended storage is expressly permissible by the material manufacturer.
 - All stains, paints, preparation and cleaning materials and any other tin, canister or bottle supplied goods etc., shall be delivered to the site in the manufacturers' sealed containers with labels checked as insitu and unobliterated at delivery, and remaining so at all times whilst stored on site. All such products etc must be used without adulteration and in strict accordance with the manufacturer's instruction.
- 45 EXISTING FIXTURES, FITTINGS AND FINISHES
- Fixtures, fittings and finishes must be protected and the Contractor shall include for dust-proof screens and temporary roof coverings over all new roof penetrations and during roof deck replacement works as necessary.
 - The Contractor must make good all existing finishes affected by his works to the satisfaction of the Contract Administrator.
- 50 USE OF FACILITIES
- Operatives will not be permitted to use the facilities of the Centre during their working hours unless they do so as paying members of the public.
- 112 HEALTH AND SAFETY INFORMATION
- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
 - Include:
 - A copy of the Contractor's health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
 - Submit: 10 days prior to commencement of any work for CA / CDMC approval.

£	p

138 GENERAL HEALTH AND SAFETY PROVISIONS

- Workforce: Ensure that the workforce engaged to perform the Works are competent to carry out their respective tasks with due regard to the Contractor's obligation under the Contract and without undue inconvenience to the Employer's tenants, the owners and occupiers of property or the general public.
- Supervision: Provide supervision of the workforce engaged upon the Contract being sufficient to ensure the execution of the Contract in accordance with the Contract.
- Performance: Ensure that the workforce is sufficient to enable the Works to be performed in a satisfactory manner.
- Records: For the purposes of enabling the Employer to satisfy themselves as the Contractor's compliance with this clause, keep at all times proper and up-to-date records of all the workforce in the Contractor's employ, including records of attendance at appropriate Health and Safety training sessions and courses. Afford the Employer full access to such records.
- Requirements: Comply with all requirements for the safety, health and welfare of the workforce whilst performing the Works including all generally recognised good working practises.
- Employer's policy: Comply at all times with the Employer's Health and Safety Policy whilst performing the Works.
- Legal requirements: Comply with all statutes, statutory instruments, rules, regulations, orders, directions, bye-laws or other instruments having the force of law, all rules of law, and all contractual obligations (whether owed to the Employer under this or any other contract or to any other person) relevant to the performance of the Contract.
- Documents at the Site: Provide and maintain at the Site or other appropriate locations copies of codes of practise, working rule agreements, safety policies, methods of work and any other health and safety documentation that is necessary for the safe operation of the Contract and performance of the Works and permit the Contract Administrator to inspect them.
- Responsible person: Comply with the following requirements:
 - Identify a person who is responsible for advising on health and safety matters that concern persons in or near the site of the said Works, and of members of the public.
 - Notify the name of the person advising on health and safety matters.
 - Ensure that the performance of the Works is inspected by the nominated health and safety adviser at least twice during the contract and that a written report is made by that person of each such inspection.
 - Provide, at the end of each week in which an inspection took place, a copy of such written report.
- Policy and codes of practise: If so requested, provide a copy of your current safety policy statement and safety codes of practise.
- Inform the Employer as soon as becoming aware of any prosecution or pending or likely prosecution of the Contractor for any offence pertaining to the health and safety of its employees or of other persons, or of any conviction on such prosecution. Provide such further information and documents as may be required.
- Inform the Employer as soon as becoming aware of any enforcement action in the form of improvement notices, prohibition notices, etc. being taken against the Contractor by the relevant health and safety enforcing body (e.g. health and safety executive).

£	p

- | £ | p |
|---|---|
| | |

- General: Comply with the following:
- Management of health and safety at Work
- Managing construction for health and safety

- If during the performance of the Contract the Health and Safety of any person is endangered cease work and take immediate steps to remedy that situation and ensure there is no repetition.
- Inform the person named in clause A10/150A of all incidents and/ or accidents connected with the Contract.

- Compliance: Without prejudice to the Contractor's general obligations to ensure compliance with all statutory requirements relating to health and safety, observe and comply in particular with:
- Any specific condition, warning or direction given by the Employer on any matter relating to health and safety.
- The relevant provisions of any Council Policy applicable to operations of the type in question when undertaken by Council employees, being a safety Policy of which a copy has been given to the Contractor at or before the start of the Works.
- Any method statement agreed with the Contractor before the commencement of the works identifying the safety precautions to be taken.

430A WASTE

- Duty: Comply with the Environmental Protection Act 1990 Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
- General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.
- Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:
 - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
 - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

PROTECT THE FOLLOWING

510 EXISTING SERVICES

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
 - Comply with service authority's/ statutory undertaker's recommendations.
 - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
 - Below ground: Use signboards, giving type and depth;
 - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
 - Immediately give notice and notify appropriate service authority/ statutory undertaker.
 - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
 - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

520A ROADS AND FOOTPATHS

- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the CA.

£	p

- 552 PROTECTION OF SITE TREES
- Trees to be retained: Protect area around the trunk by fencing off the trunk and not using for building support purposes or materials storage.
 - Cranes near trees: Ensure swing of jib does not pass through or under the spread of any tree limbs on the site.
 - Caution of damage to tree roots: Where trees are not bordered by hard standing or road surfaces.
 - Do not store materials or place any storage facilities under the spread of any tree limbs or allow any site vehicle routes to develop or vehicles to be manoeuvred under tree limbs.
- 570 EXISTING WORK
- Protection: Prevent damage to existing work, structures or other property during the course of the work.
 - Removal: Minimum amount necessary.
 - Replacement work: To match existing.
- 580 BUILDING INTERIORS
- Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.
- 600A EXISTING FURNITURE, FITTINGS AND EQUIPMENT
- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.
- 605 EXISTING INSTALLATIONS
- All equipment attached to areas of work and that are required to be detached, temporarily bypassed/extended etc for works to be undertaken are to be reattached in original locations.
 - All equipment that needs to be detached, temporarily bypassed/extended are to be tested before works commences with any faults notified in writing to the CA. Upon reaffixing in original location all faults discovered will be deemed to be new faults and thus due to the works when the fault is within the works area. eg lightening protection / power or lighting cables etc.
 - All equipment required to be detached, temporarily bypassed/extended etc for works to be undertaken shall be deemed to be included for within the pricing schedules unless they are specifically stated as for alteration or the responsibility of Council staff or third party contractors to detach/reattach.
- 625 ADJOINING PROPERTY RESTRICTIONS
- Precautions:
 - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
 - Pay all charges.
 - Remove and make good on completion or when directed.
 - Damage: Bear cost of repairing damage arising from execution of the Works.

£	p

630 EXISTING STRUCTURES

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
 - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
 - Do not remove until new work is strong enough to support existing structure.
 - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
 - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
 - Do not remove until new work is strong enough to support existing structure.
 - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

- Location: Give notice and details of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

117 STORAGE

- General: No internal storage facilities available at the Councils premises or sites.

ACCOMMODATION

215 SITE SPECIFIC LOCATIONS AND RESTRICTIONS

- Other than requesting the use of the tenant's facilities (that may or may not be granted) the contractor must provide saff with toilet and washing facilities

TEMPORARY WORKS

340A NAME BOARDS/ ADVERTISEMENTS

- Name boards/ advertisements: Do not display or permit advertisements to be displayed on the site without consent of the Contract Administrator.

SERVICES AND FACILITIES

417 ELECTRICITY The contractor may request the use of the tenant's
electrical supply and provided permission is granted the tenant must fully
compensated for all electricity used.

£	p

160A PRESENTATION OF BUILDING MANUAL

- Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
- Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- As-built drawings: The main sets may form annexes to the Manual.
- Prepare two temporary Manuals with provisional record drawings and preliminary performance data available at commencement of commissioning to enable the Employer's staff to familiarise themselves with the installation. These should be of the same format as the final Manuals with temporary insertions for items which cannot be finalised until the installations are commissioned and performance tested.
- Provide the CA with 2 copies of the final Manual not more than 5 days before Practical Completion.

230A SPARE PARTS

- General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.
- Content: Include in the priced schedule for:
 - Manufacturers' current prices, including packaging and delivery to site.
 - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
 - Referencing to the plant and equipment list in Part 3 of the Building Manual.
 - Painting, greasing, etc. and packing to prevent deterioration during storage.
- Supply:
 - Designated spares in their original packaging.

A60 ENVIRONMENTAL REQUIREMENTS

£	p

£	p

- 20 ASBESTOS REMOVAL

- Name:

Position:

Company:

Signed:

Date:

A20 JCT MINOR WORK BUILDING CONTRACT (MW)

- The Contract: JCT Minor Works Building Contract 2011 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

- ## Second - CONTRACT DOCUMENTS

- ### Third - PRICED DOCUMENTS

- ## THE ARTICLES

- Architect/ Contract Administrator: See clause A10/140.

- Articles 4 and 5 will be deleted

Fourth Recital and Schedule 2 - BASE DATE

- Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

- ## Fifth Recital - CDM REGULATIONS

- ## Sixth Recital - FRAMEWORK AGREEMENT

- Framework agreement: Does not apply.
- Details:
 - Date: N/A.
 - Title: N/A.
 - Parties: N/A.

£	p

£	p

Replacement Doors

Financial Summary	£
A05 construction (design and management) requirements 2007	
A10 PROJECT PARTICULARS	
A11 TENDER AND CONTRACT DOCUMENTS	
A12 THE SITE/ EXISTING BUILDINGS	
A13 DESCRIPTION OF THE WORK	
A30 TENDERING/ SUBLETTING/ SUPPLY	
A31 PROVISION, CONTENT AND USE OF DOCUMENTS	
A32 MANAGEMENT OF THE WORKS	
A33 QUALITY STANDARDS/ CONTROL	
A34 SECURITY/ SAFETY/ PROTECTION	
A36 FACILITIES/ TEMPORARY WORK/ SERVICES	
A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS	
A60 ENVIRONMENTAL REQUIREMENTS	
A20 JCT MINOR WORK BUILDING CONTRACT (MW)	
Total £	

Signed _____

For and on behalf of _____

Date _____

Replacement Doors

15 July 2015

Table of Contents

Title		Page
L20	Doors/ shutters/ hatches	55

L20 Doors/ shutters/ hatches

10 TIMBER PROCUREMENT

- Timber (including timber for wood-based products): Obtained from well-managed forests and/ or plantations in accordance with:
 - The laws governing forest management in the producer country or countries.
 - International agreements such as the Convention on International Trade in Endangered Species of wild fauna and flora (CITES).
- Documentation: Provide either:
 - Documentary evidence (which has been or can be independently verified) regarding the provenance of all timber supplied.
 - Evidence that suppliers have adopted and are implementing a formal environmental purchasing policy for timber and wood-based products.

20 WOOD FLUSH DOORS EXTERNAL

- Manufacturer: Manse Masterdoor Ltd, Halfpenny Lane, Knarsborough, North Yorkshire, HG5OSL .
 - Product reference: Masterdoor SR - Style options - MF03 - MF15 - MF4X for Front and Rear doors.
 - Facings: As factory finish.
 - Lippings: As factory finish.
 - Preservative treatment: Not required.
 - Finish as delivered: Full factory finish.
 - Glazing/ Infill details: 24mm toughened/laminated.
 - Manifestation: Not required.
 - Beading: Internal.
 - Other requirements: Door sets:
 - * 'SR' white reinforced PVC frame
 - * Doors featured one sided only. Flush finish to internal face.
 - * 25mm standard or 15mm wheelchair threshold if needed due to disability
 - * Lever operated Winkhaus 3 point multi-point locking mechanism
 - * S-Tech key/key anti bump, anti-snap and anti-pull thumb turn cylinder;
 - * S-Tech lever – lever handles;
 - * 4 No brass coated stainless steel hinges per door;
 - * Solid spindles to be provided to doors (i.e. doors will not lock upon closing)
 - * Engineered timber door blade;
 - * Colourised external leaf (as per sheet provided
 - * White internal face
 - * 24 mm toughened/laminate glazing - obscured to front doors - obscured/clear to rear doors as preferred
 - In addition to be provided for each door:
 - * Numeral, spy hole/viewer, security chain and S tech letter plate cowl
 - Finished in pre-finished colours as chosen by the tenant at survey stage from the
- BS
- 4800 micro porous range.
- * Plugged and screwed fixing .

- 55 DOORSETS Suredor GRP Grained finish - Shed Doors
- Manufacturer: Manse Masterdoor Ltd, Halfpenny Lane, Knarsborough, North Yorkshire, HG50SLGRP Grained finish.
 - Product reference: SGA7.
 - Finish as delivered: PNT-GRP WHITE - PNT-GRP GREEN.
 - Glazing/ Infill details: Not applicable.
 - Manifestation: Not required.
 - Beading: Not required.
 - Ironmongery: See below: Other Requirements.
 - Perimeter seals: Silicone Sealant.
 - Other requirements: FRAME STYLES: Single rebate SK77950 White, THRESHOLDS: WCH-EXIT MK2 0914 - SA Masterguard MK3 15mm wheelchair threshold satin, WEATHERBARS: Exitex 914mm, HANDLES: 225mm D-Pull handle rose satin AA, LOCKS: IMPERIAL g5054 5 Lever mortice dead lock, EXTRAS: Escutcheon plate for mortice lock brass open.
 - Fixing: Plugged and screwed.
 - Spacing of fixings (frames not predrilled): Maximum 150 mm from ends of each jamb and at 600 mm maximum centres.
- 80 SEALANT JOINTS
- Sealant:
 - Manufacturer: Contractor's choice .
 - Product reference: Contractor's choice .
 - Colour: White .
 - Application: As section Z22 to prepared joints. Triangular fillets finished to a flat or slightly convex profile.
- 85 FIXING IRONMONGERY GENERALLY
- Fasteners: Supplied by ironmongery manufacturer.
 - Finish/ Corrosion resistance: To match ironmongery.
 - Holes for components: No larger than required for satisfactory fit/ operation.
 - Adjacent surfaces: Undamaged.
 - Moving parts: Adjusted, lubricated and functioning correctly at completion.

Section 3

The Works

Introduction:

The works described comprise:

- a. The removal and disposal of existing front and/or rear doors to dwellings and replacement with 'Masterdor' timber engineered doors, factory hung in reinforced PVCu frames, inclusive of wing light framing and glazing as appropriate.
- b. The removal and disposal of existing shed doors and replacement with 'Masterdor' GRP composite doors with grained wood effect finish.

Removal of Existing:

Carefully remove existing doors, frames, thresholds as appropriate and remove from site.

Prepare substrate/surfaces to receive new PVCu frames, thresholds as appropriate.

Preparation:

New Doors:

The successful installation contractor shall be responsible for co-ordinating the survey information from the door manufacturer upon awarding the contract.

A full survey of all doors, including door style shall be expected to be carried out in co-ordination with the door manufacturer, upon awarding of the contract.

A survey sheet containing all dimensions, choices and colour options shall be retained and presented to the Contract Administrator as part of the Health and Safety File on completion of the work (Practical Completion stage).

A pre-installation survey shall take into account any apparent defects either internally or externally to the structure or finish. Any such defects shall be noted in writing prior to commencement of the contract and action agreed to rectify the problem.

In accordance with the survey requirements, the successful installation contractor shall ensure that due allowance for expansion has been made. It will be the installation contractor's responsibility to ensure that the units once installed are functioning correctly clearing existing plaster lines, gutters or any other obstructions.

The installation contractor shall carefully remove the existing door and install the new doors/frames and glass making provision in the tender for all equipment, scaffolding and materials to fix and seal the windows and carry out any making good inside and outside the dwelling in accordance with BS 8213-4 the specification for fixing.

It shall be a requirement of the successful contractor to demonstrate on a monthly basis within written documentation that the doors are being recycled wherever possible.

Glazing

All glazing shall meet the requirements of BS EN 1279 and to be 'Kitemark' accredited or similar.

The glazing to all doors shall be toughened or laminated and glazing shall comply with Building Regulations Document N.

Ironmongery

All ironmongery shall be manufactured from corrosion resistant materials complying to BS EN 1670:1998 Class 4 and BS7412:2007.

With the exception of cover plates and fixings used for location purposes only, all screws used to attach hardware to the plastic profiles must penetrate the reinforcement or at least two separate walls of the profile.

All hardware must be replaceable without removing the outer frame from the structure.

All hardware fixings used must be of materials which are not subject to or alternatively protected against adverse electrolytic reaction with other materials with which they are in contact.

Installation

The contractor shall install doors in full accordance with the manufacturer's recommendations.

Doors are to be delivered to a central storage area and adequately protected against damage caused by slippage, distortion etc. and be stored under cover in a dry and secure location. They shall be stored vertically and not horizontally.

Removing existing doors - the installation of each door once started, must be completed that day to ensure the dwelling is left secure and weather tight overnight.

Using a craft knife, score around the perimeter of the existing frame so as to minimise damage to plaster/decoration. Remove old doors and clean away mastic and debris.

Check the vertical damp proof course is present and is in good condition - if any defects are present advise the contract administrator immediately.

Preparation of openings - check the measurement of openings and compare with the new doors, prior to removal of the old units.

Contractors should allow in their tender figures for the re-clipping of any telephone or bell cables disturbed during the works.

Contractors should allow in their tender figures for any minor repairs and/or re-routing of telecommunication equipment including BT/cable/satellite cables where running through existing frames.

Fitting - doors shall be packed into openings true and square at fixing points with plastic

packing shims.

Fixing to the building structure shall be screwed direct using corrosion resistant, suitable sized Fischer fixings.

Available from:

Arthur Fischer UK Ltd, Hithercroft Rd, Wallingford, OXON 9AT
tel 01491 33000

All doors shall be finally externally sealed by pointing between the frame and the structure in one component, low modulus, gun grade, polyurethane based elastomeric joint sealant that conforms to all current British Standards.

The contractor shall allow all necessary jointing cover strips and beading trims internally and externally.

The contractor shall allow for all necessary making good to brickwork plasterwork etc internally and externally.

Use of dust sheets is imperative and all flooring, carpets, furnishings, paths, flower beds and lawns shall be left clean and free of dust, glass, debris etc.

All doors internally and externally shall be cleaned of all marks, labels, dirt, dust and grease etc. using an approved PVC-u cleaner. Glass shall be free of labels and shall be cleaned with suitable cleaner.

The operation of locks shall be carefully explained to tenants/clients and an explanatory booklet shall be left.

Clearing site - the site shall be left clear and tidy all reinstatement of verges, pavements, slabs and kerbs etc shall be carried out within one week of the date of Practical Completion.

Leave clean, fully functional and tidy on completion.

Entrance door sets

Timber engineered doors choices as either MF03, MF15 [Front Doors] or MF4X [Rear Doors]

Doors to be supplied from standard range manufactured by Manse Masterdor Ltd – timber engineered doors with reinforced PVCu frame all as the following standard specification:

Door sets:

- * 'SR' white PVC frame
- * Doors featured one sided only. Flush finish to internal face.
- * 25mm standard or 15mm wheelchair threshold [if needed due to disability]
- * Lever operated Winkhaus 3 point multi-point locking mechanism
- * S-Tech key/key anti bump, anti-snap and anti-pull thumb turn cylinder;
- * S-Tech lever – lever handles;
- * 4 No brass coated stainless steel hinges per door;
- * 7mm glazing single pyroshield glazing (where applicable);
- * Solid spindles to be provided to doors (i.e. doors will not lock upon closing)
- * SR white PVCu aluminium reinforced frame;

- * Engineered timber door blade;
- * Featured external face only (1 sided);
- * 20 mm toughened/laminate glazing (manifestation as below)
- * Numeral, spy hole/viewer, security chain and S tech letter plate cowl.

Finished in pre-finished colours as chosen by the tenant at survey stage from the BS 4800 micro porous range, colour range - Blue 20C40, White RAL9016, Green 14C39, Red 04D45.

Doors to be supplied from the Masterdor standard range manufactured by Manse Masterdor Ltd – timber engineered doors with reinforced PVCu frame all as the following standard specification:

Manufacturer: Manse Masterdor Ltd.

Product reference: Engineered Timber thermal.

Finish as delivered: Factory applied breathable Teknos coloured finish.

Glazing/Infill details: Clear/Obscure Cotswold glazing.

Manifestation: Pyroshield obscure.

Beading: Internal.

Ironmongery: As ironmongery schedule above.

Shed door sets

Manse Masterdor - Suredor GRP GRAINED SGA7

Finished in pre-finished colours as chosen by the tenant at survey stage from the BS 4800 micro porous range, colour range Colours blue 20C40 , white RAL9016 , green 14C39 , red 04D45

Frame style: Single rebate SK77950 White

Thresholds: WCH-EXIT MK2 0914 SA Masterguard MK3 15mm wheelchair threshold satin

Weather bars: Exitex 914mm,

Handles 225mm D-Pull handle rose satin AA ,

Hinges: Chrome hinge set x 3No inclusive of packers

Locks: Imperial G5054 5 Lever mortice dead lock

Extras: Escutcheon plate for mortice lock brass [open]

Site Dimensions

The Contractor will retain all responsibility to ensure that door sizes are matched with the existing openings

Failure to match the door to the available opening size on site for either new or existing openings will remain with the Contractor as no door should be ordered prior to the clear opening sizes being established and proven.

Protection of Components

Protection requirements are all those previously stipulated for delivery / handling and material protection with the following additional requirements:

General: Do not deliver to site components that cannot be installed immediately or placed in clean, dry, floored and covered storage.

Stored components: Stacked on level bearers, separated with spacers to prevent damage by and to projecting ironmongery, beads, etc.

Sealant Joints

Sealant:

Manufacturer: Contractor's choice.

Product reference: None

Colour: To suit door frame colour otherwise default is white.

Application: Triangular fillets finished to a flat or slightly convex profile.

Fixing Ironmongery Generally:

Fasteners: Supplied by ironmongery manufacturer.

Finish/ Corrosion resistance: To match ironmongery.

Holes for components: No larger than required for satisfactory fit/ operation.

Adjacent surfaces: Undamaged.

Moving parts: Adjusted, lubricated and functioning correctly at completion.

Location of Hinges to Domestic Installations:

Primary hinges: Where not specified otherwise, positioned with centre lines 250 mm from top and bottom of door leaf.

Third and fourth hinge: Where specified, positioned with centre line 250 mm below centre line of top hinge

Fixings and Adhesives

Fasteners Generally

Integrity of supported components: Select types, sizes, quantities and spacings of fixings, fasteners and packings to retain supported components without distortion or loss of support.

Components, substrates, fixings and fasteners of dissimilar metals: Isolate with washers or sleeves to avoid bimetallic corrosion.

General usage: To the recommendations of fastener manufacturers and/ or manufacturers of

components, products or materials fixed.

Fixings shall be in straight lines, at regular centres.

Materials to have:

Bimetallic corrosion resistance appropriate to items being fixed.

Atmospheric corrosion resistance appropriate to fixing location.

Appearance: Submit samples on request.

Packings

Materials: Non-compressible, corrosion proof.

Area of packings: Sufficient to transfer loads.

Masonry Fixings

Light duty: Plugs and screws.

Heavy duty: Expansion anchors or chemical anchors.

Plugs

Type: Proprietary types to suit substrate, loads to be supported and conditions expected in use.

Adhesives Generally:

Standards:

Hot-setting phenolic and amino-plastic: To BS 1203.

Thermosetting wood adhesives: To BS EN 12765.

Thermoplastic adhesives: To BS EN 204.

Fixing Generally:

Integrity of supported components: Select types, sizes, quantities and spacings of fixings, fasteners and packings to retain supported components without distortion or loss of support.

Components, substrates, fixings and fasteners of dissimilar metals: Isolate with washers/sleeves to avoid bimetallic corrosion.

Appearance: Fixings to be in straight lines at regular centres.

Fixing Through Finishes

Penetration of fasteners and plugs into substrate: To achieve a secure fixing.

Fixing Packings

Function: To take up tolerances and prevent distortion of materials and components.

Limits: Do not use packings beyond thicknesses recommended by fixings and fasteners manufacturer.

Locations: Not within zones to be filled with sealant.

Applying Adhesives

Surfaces: Clean. Adjust regularity and texture to suit bonding and gap filling characteristics of adhesive.

Support and clamping during setting: Provide as necessary. Do not mark surfaces of or distort components being fixed.

Finished adhesive joints: Fully bonded. Free of surplus adhesive.

Annex 1

Door Schedule

Address	Post Code	Doors	£	p
3 Brick Lane, Thorney Hill	BH23 8DU	Front/Rear		
2A Winston Way, Ringwood	BH24 1QG	Front		
4A Winston Way, Ringwood	BH24 1QG	Front		
5 Winston Way, Ringwood	BH24 1QG	Front		
7 Winston Way, Ringwood	BH24 1QG	Front		
9 Winston Way, Ringwood	BH24 1QG	Front		
12 Winston Way, Ringwood	BH24 1QG	Front		
15 Winston Way, Ringwood	BH24 1QG	Front		
16 Winston Way, Ringwood	BH24 1QG	Front		
18 Winston Way, Ringwood	BH24 1QG	Front		
20A Winston Way, Ringwood	BH24 1QG	Front		
22 Winston Way, Ringwood	BH24 1QG	Front		
23 Winston Way, Ringwood	BH24 1QG	Front		
26 Winston Way, Ringwood	BH24 1QG	Front		
27 Winston Way, Ringwood	BH24 1QG	Front		
30 Winston Way, Ringwood	BH24 1QG	Front		
32 Winston Way, Ringwood	BH24 1QG	Front		
34 Winston Way, Ringwood	BH24 1QG	Front		
34A Winston Way, Ringwood	BH24 1QG	Front		
40 Winston Way, Ringwood	BH24 1QG	Front		

Address	Post Code	Doors	£	p
42 Winston Way, Ringwood	BH24 1QG	Front		
44 Winston Way, Ringwood	BH24 1QG	Front		
4 Merryweather Estate, Ringwood	BH24 1UL	Front		
71 Poplar Way, Ringwood	BH24 1UY	Rear		
2 Poplar Crescent, Ringwood	BH24 1XA	Shed		
7 Thornham Road, Ashley	BH25 5AE	Front		
26 Pundle Green, Bartley	SO40 2LG	Rear		
1 Pundle Green, Bartley	SO40 2LG	Shed		
6 Mountbatten Road, Totton	SO40 3FW	Front		
17 Shakespeare Drive, Totton	SO40 3NU	Front/Rear		
29 North Close, Lymington	SO41 0RE	Shed		
81 Queen Katherine Road, Lymington	SO41 3RZ	Rear		
46, Corbin Road, Pennington	SO41 8BN	Shed		
59, Corbin Road, Pennington	SO41 8BN	Shed		
17 Meadow Road, Pennington	SO41 8EG	Front		
3 Meadow Road, Pennington	SO41 8EG	Shed		
29 Pound Road, Pennington	SO41 8EJ	Front		
27, Howards Mead, Pennington	SO41 8GH	Shed		
33, Howards Mead, Pennington	SO41 8GH	Shed		
4 Bays Road, Lymington	SO41 8HN	Front		
7 Whitaker Crescent, Lymington	SO41 8HS	Front		
14 Broomfield Lane, Lymington	SO41 9DG	Front		

Address	Post Code	Doors	£	p
38 Broomfield Lane, Lymington	SO41 9DG	Shed		
2 Highfield Road, Lymington	SO41 9HZ	Shed		
4 Horlock Road, Brockenhurst	SO42 7TJ	Front/Rear		
17 Auckland Place, Brockenhurst	SO42 7TY	Front(door to store by front door)		
2 Thornhill Road, Blackfield	SO45 1EP	Front		
4 Thornhill Road, Blackfield	SO45 1EP	Front		
10 Trenley Close, Holbury	SO45 2HN	Front/Rear		
33 Beechwood Road, Holbury	SO45 2JB	Front/Rear		
35 The Millpond, Holbury	SO45 2QN	Front		
18 Ash Close, Hythe	SO45 3PY	Rear		
13 Stokesay Close, Hythe	SO45 3RP	Rear		
87 Langdown Road, Hythe	SO45 6ER	Rear		
3 St Georges Cottages, Martin	SP6 3LQ	Front		

TENDER SUMMARY

HS11/15– Replacement Doors

		£	P
1.	Collection from Table of Addresses		
2.	Preliminaries – brought forward from Financial Summary page		
3.	Provisional Quantities – allow for the addition of 15 No properties based on the average price per property for front/rear doors from the table of addresses		
4.	Provisional Quantities – allow for the addition of 15 No properties based on the average price per property for shed doors from the table of addresses		
	TOTAL FORM OF TENDER – (Exclusive of VAT) CARRIED TO TENDER FOR WORKS		

Name of Firm:

Address:

.....

Signed:

Position:

All items in the above Tender Summary are deemed to include Contractor's profit.
No tender will be considered if profit is shown separate.

For the tender to be considered a complete copy of the Specification must be returned with all the relevant parts filled in and signed.

Schedule 3 Commercially sensitive information.

Commercially sensitive information

I declare that I wish the following information to be designated as Commercially Sensitive [and to be appended to the Contract at Schedule [NUMBER]].

The reason(s) it is considered that this information should be exempt under Freedom of Information Act 2000 is:

The period of time for which it is considered this information should be exempt is [until award of contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

SIGNATURE:

NAME (PRINT):

POSITION:

COMPANY:

DATE:

Schedule 4 Form of Tender**FORM OF TENDER: TENDER CERTIFICATE****TO:** NEW FOREST DISTRICT COUNCIL**DATE:** [DATE]**PROVISION OF:** REPLACEMENT DOORS**REFERENCE NUMBER:** HS11/15

We [INSERT NAME(S)] the undersigned, having examined the ITT and all other schedules, do hereby offer to provide [NAME OF SERVICES] as specified in those documents and in accordance with the attached documentation to the Authority commencing [DATE] and continuing for the period specified in the Contract.

If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Authority or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Authority and [COMPANY NAME].

We further agree with the Authority in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.8 of the ITT.

We further undertake and it shall be a condition of any Contract, that:

- The amount of our Tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Authority.
- We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature _____

Name and Status _____

Signature _____

Name and Status

For and on behalf of

[COMPANY NAME]

Appendix A – Example of Price Evaluation Matrix

TENDER EVALUATION MATRIX - PRICE

0



IMPORTANT: Complete the total tender price for each tenderer in the yellow cells only

PRICE EVALUATION Max

0	0	0	0	0	0
---	---	---	---	---	---

Tender Price		£ 100.00	£ 150.00	£ 200.00	£ 250.00	£ 300.00	£ 350.00
Tender Price Score	100	100	67	50	40	33	29

POSITION

1	2	3	4	5	6
---	---	---	---	---	---

EVALMTRX_V1

Formula:

$\frac{\text{Lowest price}}{\text{Tender price}} \times 100$

TENDER ENCLOSED

FOR:

**REPLACEMENT DOORS AT VARIOUS
SITES – CONTRACT HS11/15 (0365-15)**

RETURN BY:

16:00 Hours THURS 30TH OCTOBER 2015

**Head of Legal and Democratic Services
New Forest District Council
Appletree Court
Lyndhurst
Hampshire
SO43 7PA**