

PART FOUR

FRAMEWORK, MTC CONTRACTUAL TERMS AND AWARD PROCEDURE

1.0 Project Particulars

A. The Works

Name	Building Works to Council owned voids and or tenanted dwellings 2016 - Ref H447
Nature	Carry out building works to council owned voids and or tenanted dwellings and as set out in the Specification.
Contract Area	Various within Kettering Borough

B. The Employer (Client)

The term Client is used in the CDM Regulations

Name	Kettering Borough Council
Address	Municipal Offices Bowling Green Road, Kettering, NN15 7QX
Contact	Simon Haile Operations Manager
Telephone	01536 410333
E-mail	simonhaile@kettering.gov.uk

C. Principal Contractor (CDM)

Name	The Contractor
Address	
Contact	
Telephone	
E-mail	

D. Contract Administrator

Name	Kettering Borough Council
Address	4 Robinson Way, Telford Way Industrial Estate, Kettering, NN16 8PP
Contact	Mr K Austen
Telephone	01536 410333
E-mail	kevinausten@kettering.gov.uk

E. Principal Designer

The term Principal Designer is used in the CDM Regulations

Name	The Contractor
Address	
Contact	
Telephone	
E-mail	

F. Clerk of Works

Name	Kettering Borough Council
Address	4 Robinson Way, Telford Way Industrial Estate, Kettering
Contact	TBC
Telephone	01536 410333
E-mail	TBC

G. Other Project Participants

Name	N/A
Address	
Contact	
Telephone	
E-mail	

2.0 JCT Framework Agreement

The Framework Agreement JCT Framework Agreement 2011 (FA)

Requirement Allow for the obligations, liabilities and services described.

JCT Public Sector Supplement

Document The JCT Public Sector Supplement 2011 – Fair Payment, Transparency and Building Information Modelling.

Fair Payment Provisions	Applies
Transparency Provisions	Applies
Building Information Modelling Provisions	Does Not Apply
The BIM Protocol	Not Applicable

Framework Particulars

Clause 3.1. Tasks

Carry out building works to council owned voids and or tenanted dwellings and as set out in the Specification.

Clause 4.1 Tasks Guarantee

Some or all of the tasks the Employer has undertaken to call-off to be carried out by the Provider: Not to be guaranteed

Clause 4.4 Enquiry response time

Respond: To Employer within one day.

Clause 4.5 Pricing Document

Pricing Schedule set out at Annex 3

Clause 4.7.2 Underlying contracts

JCT Measured Term Contract 2011

Clause 8.1 Framework Start Date

1st April 2016/ TBC

Clause 21 Performance Indicators

Clause 21 does not apply

Clause 22.1 Framework end date

31st March 2018 or the termination date, whichever is earlier. The Employer may extend this agreement beyond the Framework end date by a further period or periods of up to 2 years (Extension Period). If the Employer wishes to extend this agreement, it shall give the Contractor at least one month's written notice of such intention before the expiry of the Framework end date or the Extension Period. If the

Employer gives such notice then the term shall be extended by the period set out in the notice. If the Employer does not wish to extend this agreement beyond the Framework end date this agreement shall expire on the expiry of the Framework end date.

Clause 25

Adjudication

The Adjudicator : RICS

Nominating body: where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act the RICS

Clause 26

Arbitration

Arbitration: RICS

Appointer of Arbitrator: President or Vice President RICS

Execution

The Framework Agreement will be executed as deed.

3.0 JCT Measured Term Contract

The Contract JCT Measured Term Contract (MTC) 2011 Edition, incorporating Amendment 1, March 2015

Requirement Allow for the obligations, liabilities and services described.

The Recitals

Document The JCT Public Sector Supplement 2011 – Fair Payment, Transparency and Building Information Modelling.

Fair Payment Provisions	Applies
Transparency Provisions	Applies
Building Information Modelling Provisions	Does Not Apply
The BIM Protocol	Not Applicable

First The Contract Area The Employer requires maintenance and minor works to be carried out in the area described in 1.0A

THE ARTICLES

Articles 3, 4 and 5 Refer to 1.0

Article 8 N/A

CONTRACT PARTICULARS

First Recital 1.1: As set out in the Specification
1.2: As set out in the Specification

Sixth Recital Paragraph 1 - 6: Applies

Where Paragraph 6 applies the nominee of the parties are:

Employer nominee: Simon Haile
Contractors nominee: To be completed by the Contractor

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

Article 1 and clause 7.1 **Contract Period**

Subject to clause 7.1 the Contract Period will be 2 years commencing on 1st April 2016 (TBC). The Employer may extend this agreement beyond the Contract Period by a further period or periods of up to 2 years (Extension Period). If the Employer wishes to extend this agreement, it shall give the Contractor at least one month's written notice of such intention before the expiry of the Contract Period or the Extension Period. If the Employer gives such notice then the term shall be extended by the period set out in the notice. If the Employer does not wish to extend this agreement beyond the Contract Period this agreement shall expire on the expiry of the Contract Period.

Article 7 **Arbitration**

Article 7 and clauses 9.3 to 9.8: Applies

Clause 2.4 Orders – minimum and maximum values

Minimum Value: £20.00

Maximum Value: to be confirmed on each Order

Clause 2.5 Orders – value of work to be carried out

Value: non-guaranteed approximate amount of £100K per annum subject to the discretion of the Contract Administrator and budget being made available by the Employer.

Clause 2.6 Orders – priority coding

Within one day, if no response received then the next supplier on the list (as illustrated in 4.0 below) will be approached and given the opportunity. Each individual Order will have its own targets for delivery of the building works as determined by the Contract Administrator.

Clause 4.2 CIS

Is a contractor for the purposes of the CIS

Clause 4.3.1 Progress Payments

N/A however payments will be made on completion of each Order, subject to the requirements set out by the Contract Administrator

Clause 5.2 The Contract Administrator shall measure and value all Orders

**Clause 5.3,
5.6.1 and 5.6.2** N/A

**Clause 5.4,
5.6.3 and 5.6.4** Valuation - Percentage additions. Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials: To be completed by the Contractor
Overheads and Profit on Plant, Services and Consumables Stores: To be completed by the Contractor

Overheads and Profit on Sub-Contractors: Does not Apply

Revision of Schedule of Hourly Charges: Clause 5.6.3: Does not Apply

Clause 5.7 The percentage addition in respect of overheads and profit for non-productive overtime is: N/A

**Clauses 6.4.1.2,
6.9, 6.11 and
6.14** Insurance cover for any one occurrence or series of occurrences arising out of one event: £10,000,000

Percentage to cover professional fees: 15%

Annual renewal date of insurance as supplied by the Contractor: To be completed by the Contractor

Terrorism cover: Details of the required cover: N/A

4.0 Award and Ordering Procedure

- 4.1 The order of contractors who score highest at the tender stage will be admitted on to the Framework.
- 4.2 Contractors will then be tiered based on their tender score.
- 4.3 The Order in which contractors on the Framework will be approached as follows:
- (1) First highest scoring Tenderer;
 - (2) Second highest scoring Tenderer;
 - (3) Third highest scoring Tenderer;
 - (4) Fourth highest scoring Tenderer;
 - (5) To be confirmed by the Council.
- 4.4 If the Council decides to source Works through the Framework then it may award its Works requirements in accordance with the terms laid down in the Framework Agreement with or without reopening competition and which shall be incorporated in each call-off.
- 4.5 The Council ordering Works under the Framework without re-opening competition shall;
- (1) identify the relevant Works which its Works requirements fall into;
 - (2) identify the supplier capable of performing the Work requirements in the following way:
 - (i) when the Council requires Works to be completed, it will firstly approach the supplier at the top of the tiered list;
 - (ii) if that supplier is unable to fulfil the request, the Council will approach the Supplier second on the list;
 - (iii) this process will continue until the Council is able to find a supplier able to take on the Works.
- 4.6 Notwithstanding the fact that the Council has followed the procedure set out in 4.0 above, the Council shall be entitled at all times to decline to make an award for its Works requirements. Nothing in this Framework and /or MTC shall oblige the Council to place any order for Works.