

A20 CONTRACT

110 THE CONTRACT:

The JCT Standard Building Contract Without Quantities (SBC/XQ 2024)
The Contract will be executed under hand. Refer to The Articles of Agreement and Contract Particulars under separate document entitled '*Articles of Agreement*'.

The pricing of the Preliminaries will be deemed to cover the cost of complying with the clauses contained in the Schedule of Conditions set out below.

120 CONTRACT DOCUMENTATION

The Contractor shall be required to provide evidence of insurance within 21 days of acceptance of the tender.

The Articles of Agreement, Contract Particulars and the Contract Conditions and completed as set out herein, the Contract Drawings and Schedule of Works and other tender documents will be the Contract Documents.

130 PROVISIONAL SUMS

Notwithstanding the requirement of New Rules of Measurement (NRM) all Provisional Sums included in this Specification, with the exception of Contingencies and Dayworks, are classified as Defined Work and the Contractor shall be deemed to have made due allowance in programming, planning, and pricing for the Preliminaries for such works.

Should the Contractor consider that any Provisional Sum description for 'Defined' work does not convey the information required by NRM he shall write to the CA not less than 10 days before the date for return of tenders to seek clarification and /or additional information. By submitting his tender the Contractor will have confirmed his acceptance that Provisional Sums for 'Defined' work are adequately described.

140 FLUCTUATIONS

Not Applicable

145 CONSTRUCTION INDUSTRY SCHEME

The Employer will require the Contractor to produce a current Tax Exemption Certificate under the Construction Industry Scheme. The Contractor shall be entirely responsible for complying with the requirements of the Income and Corporation Taxes Act 1988, the Income Tax (Sub-Contractors in the Construction Industry) (Amendment) Regulations 1993, and Income Tax (Sub-Contractors in the Construction Industry) (Amendment) Regulations 1998. The Contractor shall indemnify the Employer against any action in respect of any payment made by the Contractor.

150 ADMINISTRATION OF VARIATIONS AND INSTRUCTIONS

Allow in the tender for all costs in administering the Contract including (but not restricted to) preparing variation quotations and the reproduction of drawings and other documents for the Contractor's own use and the use of all sub-contractors. The Contractor is to assume that the Provisional Sums, Contingencies and

Dayworks sums will be expended through variation instructions to the contract. No claim for administration of instructions (including providing quotations and general attendance and management of variation works) will be entertained.

The Employer shall not be liable for the cost of any variation or addition unless instructions for these are given by the CA in writing. The Contractor shall act only on instructions received through the CA and not on instructions received from any other person.

The Architect may require the Contractor, where appropriate, to provide quotations for any proposed changes requiring valuation. Such quotations shall be provided within seven days of request, supplemented by all calculations, supporting information, and a statement on the effect the variation will have on the Programme if instructed.

Within seven days of receiving such quotations and supplementary information, the CA will either instruct or cancel the proposed change.

160 OVERTIME AND BONUS PAYMENTS

No extra payment will be allowed for overtime unless the working of overtime is specifically ordered or approved by the CA in writing. The Tenderer shall allow for all necessary expenses, bonuses, and additional payments as no extra payment for these items will be allowed.

Where authorised in writing by the CA, overtime for productive and non-productive work shall be reimbursed based on the normal daywork base rates set out in the contingencies and dayworks section of the Pricing Document subject to the provisions for time and a half and double time allowances contained in the Working Rule Agreement.

170 MAIN CONTRACTORS DISCOUNT

No payment will be made in respect of Main Contractor's discounts on suppliers or sub-contractors. The benefit of any discounts offered by suppliers or sub-contractors shall pass to the Employer.

180 VALUATION OF PRELIMINARIES

Notwithstanding the opportunity afforded to the Tenderer to price separately fixed charges and time related charges, the 'running cost' Preliminaries shall be paid as a percentage of the measured work undertaken at the date of the valuation. The percentage shall be calculated as the proportion that the total running cost preliminaries has relative to the contract sum net of provisional sums and all preliminaries. Running cost preliminaries shall include, inter alia, all insurances and staffing costs.

Set up and close down preliminaries shall be assessed separately.

190 UNFIXED MATERIALS ON SITE

At the time of each valuation disclose to the Quantity Surveyor which of the unfixed materials and goods are free from, and which are subject to, any reservation of title inconsistent with passing of property, together with their

respective values. When requested, provide evidence of freedom from reservation of title.

Where unfixed materials and goods are subject to reservation of title the value of those materials may be deducted by the CA from any valuation until such time that the Contractor can provide evidence of freedom from reservation of title.

200 FINAL ACCOUNT

The Contractor shall provide all information necessary to satisfy the Employer's auditors and to allow completion of the Final Account, prior to the Final Certificate being issued.

210 SCHEDULE OF RATES

Should the tender be under consideration the tenderer shall provide immediately upon request a schedule of quantities with rates extended and totalled to substantiate Pricing Schedules included for those Elements of work for which the price is based upon Specification and Drawings. The rates therein shall form the basis of valuing variations.

Subject to receipt of such schedules the Quantity Surveyor may deduct up to 30% from the Contractors interim payment applications for sums associated with the respective work Element.

220 PRINCIPAL CONTRACTOR

The Contractor shall be the Principal Contractor under the Contract for the purposes of the Construction (Design and Management) Regulations. The Contractor shall note that any listed, named, or nominated sub-contractors have not been assessed for competence in matters of health and safety. The Contractor shall make his own enquiries to satisfy himself as to the competence of other contractors.