

1. The terms and conditions used for this tender are as follows:

The Contract: The Form of Contract will be the JCT Intermediate Building Contract 2016 Edition amended to comply with the requirements of the BCP Council. The terms and conditions of contract are attached as a separate document within ProContract.

Recitals

First the Employer wishes to have the following work carried out:

This construction project is for the replacement of timber cupola and associated roof works which includes;

Removal of the existing cupola, associated lead work and roof works

Alterations, strengthening and replacement of load bearing timber work

Construction of new timber cupola either on or off site

Installation of new cupola

Installation of new lead work and roof works

At

Christchurch Town Hall, High Street, Christchurch, BH23 1QB.

Second The drawings are numbered:

- Drawing 1 - 2017-19-01
- Drawing 2 - 2017-19-02
- Drawing 3 - C-Prop-2017-17-001
- Drawing 4 - C-Prop-2017-17-003
- Drawing 5 - 2017-19-04 Rev A
- Drawing 6 - 2017-19-05
- Drawing 7 - 2017-19-07
- Drawing 8 - 2017-19-08
- Drawing 9 - C-Prop-2017-17-009
- Drawing 10 - C-Prop-2017-17-010 Amended
- Drawing 11 - PS19006-01

relate to this Contract ("the Contract Drawings")

Third the Employer has supplied to the Contractor the Specification documents and drawings

Fourth the Contractor has priced the Specification (as priced, the Priced tender document) the total of such pricing shall be the tender sum stated in Article 2

Fifth 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

Eighth The works are to be carried out in one operation..

Ninth The contract is not supplemented by a Framework Agreement.

Tenth the Supplemental Provisions in the Contract Particulars apply

Articles

Article 1: Contractors obligations

The Contractor shall carry out and complete all or some of the Works in accordance with the Contract Documents.

Article 2: Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the Vat-exclusive sum of TBC

Article 3: Architect/Contract Administrator

For the purposes of this Contract the Contract Administrator is

John Kerley, Building Surveyor, Housing &Communities, Construction & FM,
Civic Offices, BCP Council, BH15 2RU

Article 4: Quantity Surveyor

For the purposes of this Contract the Quantity Surveyor is

John Kerley, Building Surveyor, Housing &Communities, Construction & FM,
Civic Offices, BCP Council, BH15 2RU

Article 5: CDM - PD

For the purposes of this Contract the CDM – PD is

John Kerley, Building Surveyor, Housing &Communities, Construction & FM,
Civic Offices, BCP Council, BH15 2RU

Article 6: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations and the SWMP Regulations is the Contractor.

TBC

Article 7: Adjudication

If any disputes or differences arise under this Contract, either Party may refer it to adjudication in accordance with clause 9.2

Article 8: Arbitration

Where Article applies, then subject to Article 7 and the exceptions set out below, any disputes 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 clauses 9.3 to 9.8 and the JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 8 are:

- any disputes or differences arising under or 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 9: Legal Proceeding

Subject to Article 7 and (where it applies) to Article 8, the English courts shall jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Contract Particulars

Fifth Recital and Clause 4.5: Construction Industry Scheme (CIS)

Employer at the Base Date

is not a contractor for the purposes of the CIS

Seventh Recital: CDM Regulations apply

Is not notifiable

Eighth Recital: Delete

Ninth Recital: Delete

Tenth Recital:

Supplemental Provisions

Collaborative working:	Applies
Health and Safety	Applies
Cost savings and value improvement	Applies
Sustainable development and environmental development	Applies
Performance Indicators and Monitoring	Does not Apply
Notification and negotiation of disputes	Applies
Employers nominee:	John Kerley

Contractor's nominee: TBC

Article 8 Arbitration Applies

1.1 Base Date 29th July 2019

1.2 CDM Planning Period:

Shall mean the period of 2 weeks.

1.3 Date for completion of the works TBC

8 weeks Programme from receipt of order to include a two weeks CDM planning period.

1.4 Addresses or service of notices by the Parties Employer:

John Kerley
Building Surveyor,
Housing & Communities,
Construction & FM,
BCP Council
The Civic Centre
Poole
BH15 2RU

Contractor: TBC

2.4	Date of Possession of the site	2 nd September 2019
2.5	Deferment of possession of the	Does not apply
2.6	Liquidated damages	
2.30	Rectification Period	
	12 Months from the date of practical completion	
4.6	Advance Payment	Does not apply
4.6	Advance Payment Bond	Does not apply
4.7.1	Interim payments – due dates	TBC
4.8.1	Interim payments	100%
4.9.4	Listed Items uniquely identified	N/A
4.9.5	Listed Items uniquely identified	N/A
4.15 and Schedule 4		N/A
6.4.1.2	Contractors insurance	£10 million
6.5.1	Insurance liability of employer	£10 million
6.7.1 and Schedule 1	Insurance of the Works	Option C
6.7. and Schedule 1	Percentage to cover professional fees	0%
6.7 and Schedule 1	Annual renewal date of Insurance	TBC

Joint Fire Code	Does not Apply
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8.9.2 Period of Suspension	N/A
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8.11.1.1 to 8.11.1.5.	N/A
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9.2.1 Adjudication:	The Royal Institution of Chartered Surveyors
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9.4.1 Arbitration:	The Royal Institution of Chartered Surveyors
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