

Recovery and Development Agency Quick Contracting Invitation to Tender



BOOKLET 2

CONDITIONS OF CONTRACT

FOR

THE CONSTRUCTION OF THE PERIMETER WALL

AT

THE A. O. SHIRLEY RECREATIONAL GROUNDS SITE, ROAD TOWN, TORTOLA

Short Contract

A contract between
.....
.....
and
.....
.....
for
.....
.....

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Notes about this contract are printed in boxes like this one. They are not part of the contract.

Contract Data

The *Employer* is

Name
Address
Telephone Fax
E-mail address

The *works* are
.....

The *site* is

The *starting date* is

The *completion date* is

The *period for reply* is weeks.

The *defects date* is weeks after Completion.

The *defect correction period* is weeks.

The *delay damages* are per day.

The *assessment day* is the of each month.

The *retention* is %.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply?

Yes / No (delete as appropriate)

The *Adjudicator* is

Name
Address
.....
Telephone Fax
E-mail address

Contract Data

The interest rate on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The Contractor is not liable to the Employer for loss of or damage to the Employer's
property in excess of for any one event.

The Employer provides this insurance

Only enter details here if the Employer is to provide insurance.

.....
.....

The minimum amount of cover for the third insurance stated in the
Insurance Table is

The minimum amount of cover for the fourth insurance stated in the
Insurance Table is

The Adjudicator nominating
body is

The tribunal is

If the tribunal is arbitration,
the arbitration procedure is

The conditions of contract are the NEC3 Engineering and Construction Short Contract April 2013 and the following
additional conditions

Only enter details here if additional conditions are required.

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Contract Data

The *Contractor's* Offer

The *Contractor* is

Name

Address

.....

Telephone Fax

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.

The percentage for overheads and profit added to other Defined Cost is %.

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature Date

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name

Position

Signature Date

Contract Data

Price List

Entries in the first four columns in this Price List are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item number	Description	Unit	Quantity	Rate	Price
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.....
The total of the Prices					<div></div>

Contract Data

Works Information

The Works Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Employer* is satisfied that it is required, is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Works Information.

1 Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

2 Drawings

List the drawings that apply to this contract.

Drawing number	Revision	Title
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
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<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
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4 Constraints on how the Contractor Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the Employer.

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Contract Data

Works Information

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

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6 Services and other things provided by the *Employer*

Describe what the *Employer* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
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Site Information

[illegible]