

26 January 2016

our ref: 817-DT1-JD191115

Dear Sirs,

Re: 4 & 6 Charlotte Street

Further to our recent correspondence we enclose the Pricing Document in PDF format for the above. Sections 4, to 8 in Word format marked "Client's Return Copy" are enclosed separately. Please return the "Client Copies" of the document completed and priced.

PROGRAMME OF WORK

The provisional start date on site is to be specified by the client (April 2016). Please submit with your tender an outline programme of the works.

CONTRACT

The Terms and Conditions of the JCT Minor Works Building Contract with Contractors' Design 2011 will apply and you should allow for signing this form under hand. The works will be subject to re-measurement on completion. Variations instructed by the client will be priced in accordance with the Terms of the Contract.

HEALTH AND SAFETY

CDM Regulations 2015 will apply to this contract and you will be required to act as the Principal Contractor.

TECHNICAL QUERIES

Building tender queries should be addressed in writing to Joaquin Dabezies from Cooley Architects by email: joaquin@cooleyarchitects.com

ASBESTOS REPORT

An asbestos register will be forwarded to the tendering contractor under separate cover.

TENDER RETURN DOCUMENTS

Please return the "**Client Copies**" together with an outline programme electronically to Chris Jones by email chris.j@pearl-coutts.co.uk

Yours faithfully

Joaquin Dabezies

Associate

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4 & 6 Charlotte Street

London W1T 2LP



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4 & 6 Charlotte Street

London W1T 2LP

Section 1

Preliminaries, Statutory Requirements and General Information

Also refer to and notes on 817-PD1-JD171115

SECTION 1 - PRELIMINARIES

1.1 Project Particulars

1.1.1 The **site** shall mean:

2nd, 3rd and 4th floor of 4 Charlotte Street and 4th floor of 6 Charlotte Street
London
W1T 2LP

1.1.2 The **works** shall mean:

Building work as described in the enclosed documentation:

- Construction of a new top level on 4 & 6 Charlotte Street as indicated on drawings
- Refurbishment of two new studios on 4 Charlotte Street
- Refurbishment of communal entrance and staircase

1.1.3 The **client** shall mean:

Hatton Garden Properties Ltd

1.1.4 The **Contract Administrator (CA)** for the project: to be advised.

TBC by the client

1.1.5 The **Principal Designer** for the project:

CDM Regulations 2015 will apply to this project and require that a Principal Designer is appointed for any construction work where more than one contractor will be employed. You will be advised in due course of the Principle Designers details.

You will be required to act as Principle Contractor.

1.2 Contract

1.2.1 Form of Contract

The form of contract shall be the JCT Minor Works Building Contract with Contractors' Design 2011 executed under hand. The Contractor shall allow for complying with the full terms and conditions of this Form of Contract.

1.2.3 Programme of Works.

You will be required to submit a provisional programme with your tender documents.

Once appointed, The Contractor shall agree a detailed programme of works with the client, within seven days of receiving an instruction to proceed.

The programme shall make allowance for:

- Planning and mobilisation by the contractor.
- Lead in times of material.
- Erection and dismantling of scaffolding or alternative hoisting mechanism.
- Contractors and Sub-contractor's work
- Snagging of the works and quality control.
- Works resulting from instructions issued in regard to the expenditure of provisional

sums.

- Testing, Commissioning, Information for the H&S file and OM manual, including as built drawings.

The provisional programme requirements of the Client are as follows:

Start on site	April 2016
Completion	TBC
Duration	TBC weeks

The contractor shall be responsible for providing and co-ordinating subcontractors to provide all the necessary labour and materials to ensure all stages of the contract are carried out to programme.

Rectification and variations shall be carried out within the agreed programme periods subject to the contractor receiving time extensions where the client deems it reasonable.

1.2.4 Insurances

The contractor shall comply with the insurance provisions of the JCT Agreement and will be discussed prior to the appointment of a contractor. Before starting work the contractors are required to submit documentary evidence and/or policies and receipts for the insurances required by the conditions of contract.

The contractor's PL insurance is to be £5,000 000 and the contractor is to submit proof of a valid insurance to the client.

1.2.5 Site Meetings

The contract administrator will hold site meetings to review progress and other matters. Meetings will be held regularly and the contractor should allow for attending these meetings.

1.2.6 Notice of Completion

The contractor shall give the client at least 1 week's written notice of the anticipated dates of practical completion of the whole or any parts of the works.

1.2.7 Estimated cost of Variations

If the contract administrator issues details of a proposed instruction with a request for an estimate of cost, the contractor shall submit such an estimate without delay and in any case within 7 days.

1.2.8 Tender and Contract Conditions

Tenders.

Acceptance: The employer and employer's representatives are not obliged to accept the lowest or any tender and they will not be responsible for any costs incurred in the preparation of any tender.

Period of Validity: Tenders must remain open for consideration (unless previously withdrawn) for not less than 12 weeks from the date fixed for the submission or lodgement of tenders.

Pricing of Specification/schedule: Alterations and qualifications to the specification/schedule must not be made without the written consent of the client. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items in the specification/schedule which are not priced will be deemed to have been included

elsewhere in the tender.

Contractor to Visit Site: The contractor shall be deemed to have visited the site prior to submitting their tender in order to acquaint themselves with the local conditions and restrictions likely to affect the execution of the works. An appointment can be arranged by contacting Perry Field.

The Final Contract Price.

The contract price will be based upon the priced schedule of works which will be subject to re-measurement upon completion of the contract works. Increases or decreases in the quantities in the schedule of works will be priced on a pro rata basis.

Defects Liability

To be 12 months from the date of practical completion.

Liquidated and Ascertained Damages.

£2000 per week

Retention.

2.5%.

1.3 Statutory Requirements and General Information.

1.3.1 Services Generally

Services Regulations. Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant statutory authority.

Existing Services: where applicable the contractor shall :

Notify all services authorities and adjacent owners of the proposed works not less than one week before commencing site operations. The contractor must inform himself of services authorities minimum notice periods.

Before starting work check and mark positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or the owners.

Observe service authorities' recommendations for work adjacent to existing services.

Adequately protect and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.

Identify below ground services with signboards, giving type and depth, and overhead services with headroom markers.

If any damage to services results from the execution of the works, immediately notify client and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the client to deal with an emergency will not affect the extent of the contractor's liability.

Replace marker tapes or protective covers disturbed by site operations to the service authority's recommendations.

1.3.2 Statutory Regulations and Fire Prevention

The contractor shall take all necessary precautions to prevent personal injury, death and damage to the works or other property from fire and to comply with the joint Code of Practice "Fire Prevention on construction Sites" published by the Building Employers Confederation, the Loss Prevention council and the National Contractors' Group.

Fire escape routes are to be kept unobstructed at all times and where work necessitates the use of naked flames in locations having a high fire risk, a portable extinguisher is to be

readily available.

The burning on site of materials arising from the work will not be permitted.

The contractor shall conform to all relevant statutory regulations and requirements when carrying out the said works. Such regulations include but are not necessarily limited to the Health & Safety at Work Act etc 1974, the Management of Health and Safety at Work Regulations 1999, the Control of Asbestos Regulations 2006 and the CDM Regulations 2015.

1.3.3 Building Regulations

This project is notifiable to the local authority building control. Details of local authority inspector or Approved Inspector will be forwarded in due course.

1.3.4 CDM Regulations

The project is notifiable under the CDM Regulations 2015.

1.3.5 Limitations to working hours on site

Work shall normally be carried out between 8a.m. and 5.p.m. Monday to Friday. Any late work or work on weekends is to be agreed in advance with the client. Working hours be shall in accordance with the local authority's Environmental Health guidance.

1.3.6 Sub-Contractors

The contractor shall not, without the consent in writing of the client, which shall not be unreasonably withheld, sub-let the contract or any part thereof, or make any sub-contract with any person or persons for the execution of any portion of the works. The restriction contained in this clause shall not apply to sub-contracts for materials, for minor details or for any part of the works of which particular suppliers/contractors are named in the contract.

Any such consent shall not relieve the contractor from his obligations under the contract.

Notwithstanding the above consent, the contractor is responsible for the correct appointment, supervision, co-ordination and control of **all** sub-contractors and sub-sub-contractors.

1.3.7 Access to Site, Parking and Site Security

The site would be accessed from a shared communal entrance by 4 Charlotte Street. Both buildings are currently let to several different tenants. Tenants on No. 6 Charlotte Street will remain on the premises throughout the duration of the works.

Parking is not available on the site and the contractor is advised to obtain the necessary permits from the council. The client will take no responsibility for parking permits.

The Contractor shall appoint a Site Agent/Supervisor by name who shall be on site at all times during the Contractor's periods of work. Immediately inform client if agent changes.

The Contractor shall isolate their works from the residents of the adjacent buildings and shall include for the cost of this in their tender.

1.3.8 Labour and Supervision

- (a) The contractor shall provide all necessary and appropriately qualified labour and supervision for carrying out the works diligently.
- (b) The contractor shall employ a competent named representative to supervise the works who will be permanently on site and will be able to take instructions from client and instruct their own operatives and sub-contractors.

1.3.9 Damage to Building and Furniture, Fittings and Equipment

The contractor shall be responsible for the re-instatement or repair, or cost of same, for any damage or deterioration of the fabric of the buildings due to any action of their employees and sub-contractors, during the course of these works.

Building interiors exposed to the weather during the course of alteration work shall be protected by the contractor so that the interiors remain weather-tight in severe weather conditions even when the contractor has left site.

The contractor shall have the necessary public liability insurance so as to indemnify themselves against all damages.

1.3.10 Provision and Storage of Equipment and Material

- The contractor shall be responsible for the provision and safekeeping of all tools, equipment and materials necessary for carrying out the works.
- The contractor shall provide for themselves any scaffolding and other facilities that they may require for the execution of their work.
- Any storage facilities are to be agreed with the client in advance.

1.3.11 Site Clearance

The contractor shall remove, at their own expense, all empty packages, unused materials and equipment and shall leave the site in a clean and tidy condition on a daily basis and at the end of the contract.

1.3.12 Moisture

The contractor should prevent the work from becoming wet or damp where this may cause damage. Dry out all new works thoroughly. Control the drying out and humidity of the works and the application of heat to prevent blistering and failure of adhesion, damage due to trapped moisture and excessive movement.

1.3.13 Nuisance

All reasonable precautions should be taken by the contractor to prevent nuisance from smoke, dust, rubbish vermin and other causes.

1.3.14 Noise

The contractor is generally required to comply with the recommendations of BS 5228: Part1, Clause 9.3 for minimizing noise levels during the execution of the works. All compressors, percussion tools and vehicles should be fitted with effective silencers of a type recommended by the respective manufacturer. **Pneumatic drills and other noisy appliances should not be used without approval of the client and radios should not be used in ways that may cause nuisance.**

1.3.15 Scaffolding

The contractor is responsible for seeing that all the necessary licences are obtained and all necessary fees paid. They are to use only suitably licenced sub-contractors and qualified operatives for erection, maintenance and dismantling of scaffolding. A design is to be submitted for scaffolding work, checked and certified by a specialist engineer, before erection commences.

The erected scaffolding is to be alarmed to prevent misuse and access to the building at all times.

1.3.16 Asbestos Based Materials

Notwithstanding the findings of the asbestos survey the contractor should report immediately to the client any suspected asbestos based materials discovered during work and should avoid disturbing such materials until it has been identified and dealt with in accordance with the Control of Asbestos at Work Regulations 2002.

1.3.17 Clarification of Requirements

If the contractor is in any doubt whatsoever with regard to any information contained in this document they should contact the client in writing/e-mail. Any discrepancies have to be reported to the client prior to commencement of any work.

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Section 2

Building Work Specification

Also refer to Specification Finishes 817-PD1-HQ201115 and Building Specifications 817-PD1-JD171115 in Appendix 2

2.1 Demolition

2.1.1 General Requirements

Survey and Method Statement:

Before starting work, examine all available information, carry out a survey of affected areas including confirmation of structural opening sizes and submit a survey report and method statement to the client covering all relevant matters listed below and in the Health and Safety Executive Guidance Note GS29/1 paragraph 32:

- The form, condition and removal methods and sequences for the external wall sections/partitions/roof to be removed.
- Any existing damage to surrounding areas and surfaces
- Any existing surround treatment which may be at danger of being damaged during the works.
- The form, location and removal methods of any toxic or hazardous materials.
- The identification and location of services above and below ground.
- Form, location and removal methods of materials for reuse or recycling.
- Arrangements for protection of personnel and the public.
- Arrangements for control of site transport and traffic.

Extent of Demolition:

- Removal of part of the external rear wall
- Removal of mansard roof
- Removal of internal partitions and walls
- Removal of fixtures and fittings, built-in furniture, and finishes
- Removal of services, wiring, plumbing.

2.1.2 Services Affected by Demolition

Services Regulations:

Any work carried out to or which affects new or existing services must be in accordance with the byelaws or regulations of the relevant statutory authority.

Disconnection Of Services:

Before starting demolition arrange with the appropriate authorities where relevant for the disconnection of services and removal of fittings and equipment.

Disconnection Of Drains:

Locate and disconnect all disused drain connections. Seal within the building to approval of the client.

Services Which Are To Remain:

Notify client and service authority or owner of damage. Make all arrangements for repair to the satisfaction of client and service authority or owner. Bear costs arising.

2.1.3 Demolition Work

Workmanship Generally:

Demolish structure(s) in accordance with BS 6187 and Health and Safety Executive Guidance Notes GS29/1, 3 and 4.

Operatives must be appropriately skilled and experienced for the type of work and hold or be training to obtain relevant CITB Certificates of Competence.

Site staff responsible for supervision and control of the work are to be experienced in the assessment of the risks involved and in the methods of demolition to be used.

Visually monitor remaining walls, floor and roof structure and advise client of any apparent movement or cracking arising during the demolitions.

Gas Or Vapour Risks:

Take adequate precautions to prevent fire or explosion caused by gas or vapour.

Dust: Reduce dust by periodically spraying demolition works with water.

Health Hazards:

Take adequate precautions to protect site operatives and residents and the general public from health hazards associated with dangerous fumes and dust arising during the course of the Works.

Structure(s) To Be Retained:

Adequately protect parts of existing structure(s) which are to be kept in place.

Cut away and strip out the minimum necessary and with care to reduce the amount of making good to a minimum.

Prevent debris from overloading any part of the structure which is not to be demolished.

Asbestos Based Materials:

Report immediately to the client any suspected asbestos based materials discovered during demolition work. Avoid disturbing such materials. Agree with the client methods for safe removal.

Completion:

Dispose of all demolished materials off-site, clear away all debris and leave the site in a tidy condition on completion.

Making Good:

All demolition work shall be finished off and made good in accordance with section 2.2 of this specification.

2.1.4 Materials Arising

Ownership:

Components and materials arising from the demolition work are to become the property of the Contractor except where otherwise confirmed. Remove from site as work proceeds.

2.1.5 Employers property

Components and materials to remain the property of the employer: ~~None~~

2.1.6 Recycled

Materials arising from demolition work may be recycled or reused elsewhere in the project, subject to compliance with the appropriate specification and in accordance with any site waste management plan.

2.2 Builders Work

General

Include for all necessary builders attendance on other trades as specified in the items where described.

2.2.1 Method Statement + Risk Assessment

Shall be submitted by the Principal Contractor and approved by the Principal Designer before work commences. These are to address (where relevant) structural and Health and Safety Issues, protection of the existing works, all personnel, disposal of materials arising and making good.

2.2.2 Making Good

Wherever making good is described in an item this shall include trimming back the surround to the area of work, providing a new finished surface to the area which exactly matches the surrounding finished work, completely obscuring any joints between the new and existing work and leaving in a condition ready for decoration or any other new surface finish to be applied.

2.2.3 Scaffolding

The scaffolding must be supplied and erected by a qualified company who must provide designs, calculations and method statements to cover the complete installation together with licences (if necessary). Suitable protection and lighting must be provided to protect employees on site and the public.

The scaffolding must be secure and must be alarmed to prevent access to the building when the site is closed.

No fixings or other damage may be made to the building without the detailed consent of client in writing and any such permitted damage shall be made good (see above) when the scaffold is dismantled.

2.2.4 Builders Clean

The Contractor shall allow in the Tender sum for the adequate cleaning of all affected areas which shall be ready to be taken into immediate use by the occupiers of the flat.

2.2.5 Also refer to Specification Finishes 817-PD1-HQ201115 and Building Specifications 817-PD1-JD171115 in Appendix 2

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Section 3

Drawing Schedule

Cooley Architects Drawings:

817-EX-0X01	Existing floorplans & section
817-EX-0X02	Existing Elevations
817-GA-0X01	Proposed floor plans
817-GA-0X02	Fire plans
817-GA-XX03	Electrical plans
817-ES-0X01	Proposed Section
817-ES-0X02	Proposed Elevations
817-DE-XX01	Bathrooms elevations Units 1 & 2
817-DE-XX02	En-suite Elevations Unit 3
817-DE-XX03	Kitchen Layouts
817-DE-XX04	General Partition details
817-DE-XX05	Bathroom Elevations Unit 3

Structural Engineer Drawings:

Drawings will be forwarded separately.

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Section 4

Schedule of Building Works

4 & 6 Charlotte Street

London W1T 2LP

Schedule of Building Works

SCHEDULE OF BUILDING WORKS (All as Drawings and Specification and Finishes Schedule)

Item	Description	Quan	Unit	Rate	Total
1	Preliminaries				
1.1	Preliminaries as per "preliminary" section 1 above and notes on document 817-PD1-JD171115				
2	Demolition				
	Any structures that are to be demolished must be removed from site.				
	Contractor to allow for steel support of existing structure, following advice from the Structural Engineer. Allow for provisional sum for steel beams and supports.				
	Where lintels are to be formed in the external faces of the building / extension, the structure above the lintels shall be supported by brick faced lintels.				
2.1	New opening at 4 th floor to be formed on the separating wall between 4 & 6 Charlotte Street.				
2.2	Remove existing coping stones and railings at 3 rd floor to the rear in preparation of extension of external wall.				
2.3	Any other items indicated on drawings				
3	Facades				
3.1	External existing walls to be refurbished and renovated to be as per Wall type W1 in building specification				
3.2	New external brick walls to be as per Wall type W1 in building specification. Bricks to be reclaimed bricks and to match existing brick in shape and colour to approved sample from the LPA				
3.3	New mansard walls to be as per Wall type W2 in building specification				
3.4	Any other items indicated on drawings or in specification.				
4	Floors				
4.1	Existing floors to be refurbished and prepared for new finishes as specified in building specification				
4.2	New suspended floor to as specified in building specification				
4.3	Any other items indicated on drawings or in specification.				

5 Roof

- 5.1 New roof at top level as specified in building specification.
- 5.2 Any other items indicated on drawings or in specification.

6 Partitions

- 6.1 New internal partitions as specified in building specification.
- 6.2 Any other items indicated on drawings or in specification.

7 Windows

- 7.1 Existing windows to be replaced. Supply and fit new hard wood windows, in accordance with drawings and specification and to approved sample by the LPA
- 7.2 Any other items indicated on drawings or in specification.

8 Doors

- 8.1 New internal doors including ironmongery.
- 8.2 Any other items indicated on drawings or in specification.

9 Kitchens

- 9.1 Built-in furniture and appliances to be supplied as per specified in building specification

10 Bathrooms

- 10.1 Sanitary ware in accordance with specification and drawings. WC cisterns concealed in false walls. Concealed shower thermostat and services connections.

11 Finishes

- 11.1 All finishes as specified in building specification document 817-PD1-JD171115

12 Fire

- 12.1 Isolated structural elements to be encased in 60min fire rated construction.
- 12.2 Residential alarm system to be LD3.
- 12.3 Contractor to provide certificates for fire doors, under BWF CERTIFIRE scheme or equivalent approved.

13 Services

The tendering contractor should familiarise himself with the current layout and positions of all incoming services and service heads. No intrusive survey has been undertaken, but the existing floor is assumed to be a suspended timber floor with services in cavity.

Contractor to allow for services design to the satisfaction of client and the Approved Inspectors, and testing upon

completion as well as the provision of test certificates.

13.1 Allow provisional sums where appropriate for the upgrade or improvement of existing incoming services.

13.2 New electrical wiring throughout.

13.2 New plumbing throughout.

14.4 New heating services to be connected to new combi boiler in new location.

Remove existing radiators and allow for new radiators in every room, except bathrooms/ensuites, where towel radiators are to be installed.

14.5 Light fittings to be recessed down-lighters, throughout.

14.7 Broadband TV connection and phone/internet connection to be provided in living room and master bedroom.

14.9 Alteration to incoming water services as required for new bathroom and kitchen installation.

14.10 Supply and fit rainwater goods, incl. form gutter to parapet wall. Connect to existing manhole to satisfaction of Approved Inspector.

14.11 Supply and install waste pipes and SVPs and connect to existing in accordance with specification and to the satisfaction of the Approved Inspector.

14.12 Amendments to gas pipe to be re-routed to kitchen.

14.13 Allow for installation of new services meters.

15 Ventilation

15.1 Allow for room ventilation as per building specification

15.2 Supply and connect kitchen cooker hood extractor as per specification.

16 Other

17	TOTAL - BUILDING WORK (Do not include structural works in this figure. Structural works to be added in section 6.)	£ _____
18	Add General Contingency (to be 10% of the above)	£ _____
19	GRAND TOTAL INCLUDING CONTINGENCY	£ _____

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Section 5

Confirmation of All-In Labour Rates and Overheads & Profits

SECTION 5

ALL-IN LABOUR RATES	
Price the following hourly base rates for dayworks. Note: dayworks are not to be undertaken without prior agreement by the client.	
Grade	All-in Rate £/hr
Building Craft Operative	£/hr
Building General Operative	£/hr
Unskilled Labourer	£/hr
M+E Subcontractor	£/hr
DAYWORKS – MATERIALS AND GOODS	
Confirm percentage applied to materials and goods for incidental costs, overheads, and profit.	%
DAYWORKS – PLANT AND ASSOCIATED CONSUMABLES	
Confirm percentage applied to plant for incidental costs, overheads, and profit.	%

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Section 6

Summary Sheet

SECTION 6

Summary Sheet

- | | |
|--|----------|
| 1. Total Value of the Works in the Schedule of Works as priced section 4 above.
(Confirm Rate of Overheads & Profit included in the above%) | £ |
| 2. Add cost of (including main contractor's overheads) for all structural works, footings, excavation, joists, beams, lintels, steel work. Including builders work in connection with. | £ |
| 3. TOTAL TENDER PRICE TRANSFERRED TO FORM OF AGREEMENT | £ |

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Section 7

Form of Agreement

SECTION 7

FORM OF AGREEMENT

**4 & 6 Charlotte Street
London W1T 2LP**

We,(Contractor's name)

of, (Address)

.....

offer to Hatton Garden Properties Ltd to carry out the whole of the work

described in the Tender Document and Specification provided to us on

For the sum ofpounds (£.....)

as detailed in the attached Schedules of Quantities and Tender Summary Sheet and subject to the terms and conditions contained in the Pricing Documents and Specification.

With our signature we confirm our agreement to comply with the terms and conditions of the JCT Minor Works Building Contract with Contractors' Design 2011.

Signed.....

Name.....

Authorised signatory of.....

Contractor.....

Date.....

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Section 8

Certificate of Bona Fide Tender

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Appendix 1
Asbestos Report

To be forwarded under separate cover.

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Appendix 2
Finishes Schedule

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Appendix 3
Designer's Risk Assessment

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Appendix 4

Planning approval decision notice

4-6 Charlotte Street, London – Gantt Chart

