

**PSA WHOLESALE LIMITED  
VERNON HOUSE, SICILIAN AVENUE,  
LONDON, WC1**

**REFURBISHMENT OF 3RD AND 4TH  
FLOORS**

**MAIN CONTRACT SPECIFICATION  
AND SCHEDULE OF WORKS**

**CONSULTING ENGINEER:**

**T.G. Armstrong & Partners,  
Armstrong House,  
Norton Road,  
Stevenage,  
Herts, SG1 2LX**

**DNR/AOC/4237  
February 1998**

PSA WHOLESALE LTD.  
VERNON HOUSE  
SICILIAN AVENUE  
LONDON, WC1

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REFURBISHMENT OF 3RD AND 4TH FLOORS  
MAIN CONTRACT SPECIFICATION AND SCHEDULE OF WORKS

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**SECTION 1**

**GENERAL**

Item

**SECTION 1**

**PRELIMINARIES/GENERAL CONDITIONS**

**PRICING AND TENDERING INSTRUCTIONS**

**a Tenders**

Tenders must be submitted in accordance with the following instructions for tendering and the letter of invitation accompanying the tender documents.

No amendments or qualifications shall be made by the persons tendering to the pricing documents or drawings. Any insertions or alterations so made will be disregarded.

The pricing documents fully priced shall be returned with the Tender. The priced documents of the Contractor whose tender is accepted may be used for the Contract. Those of Contractors whose tender has not been accepted will be returned, if requested.

Arrangements to visit the site must be made with:

Mr. B. Smith  
P.S.A. Wholesale Ltd.,  
Vernon House,  
Silician Avenue,  
London, WC1 2QQ  
Tel: 0171 242 0737

**b Pricing Items**

Pricing shall be in BLACK INK to enable fair photocopies to be made.

**c Discrepancies between Documents**

Where any discrepancies are discovered between the drawings, specification and schedule of works the drawings shall take precedence. Any such discrepancy shall immediately be brought to the attention of the Project Manager.

**d Lump Sum Additions or Deductions**

If the Contractor in compiling his tender has included on the Final Summary, adjustments expressed as a lump sum or as a percentage, any sums included will be adjusted pro-rata in the preparation of the Final Account only if he indicates that he requires such adjustments to be made. The Contractor must state clearly on the Summary page the item(s) upon which his lump sum or percentage adjustment has been calculated.

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To collection £

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**e Tender and Expenses**

The Employer does not bind itself to accept the lowest or any tender or to pay any expenses incurred by the Contractor in the preparation of any estimate, measurement of variations or the settlement of the final account.

**f Method of Examination and Adjustment of the Priced Document**

Unless otherwise instructed in the letter of Invitation to Tender, any errors detected in the computation of a tender discovered before acceptance will be dealt with in accordance with Alternative 1 contained in Section 6 of the "Code of Procedure for Single Selective Tendering 1989".

Tenders being considered for acceptance must be supported by a fully priced Preliminaries section with an itemised breakdown between Time Related and Fixed Charges.

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Preliminaries  
£ p

## PRELIMINARY PARTICULARS

### a Project Particulars

The project shall be known as "refurbishment of 3rd & 4th Floors, Vernon House".

#### Parties and Consultants

Employer: PSA Wholesale Ltd.,  
Vernon House,  
Sicilian Avenue,  
London, WC1 2QQ  
Tel: 0171 242 0737

Project Managers: Bullen Consultants,  
195 London Road,  
Croydon,  
CR9 1PT  
Tel: 0181 686 2622 Fax: 0181 681 2282

Mechanical & Electrical  
Engineers: TG Armstrong & Partners  
Armstrong House  
Norton Road  
Stevenage  
Herts., SG1 2LX  
Tel: 01438 314422 Fax: 01438 314433

Planning Supervisor: Bullen Consultants,  
195 London Road,  
Croydon,  
CR9 1PT  
Tel: 0181 686 2622 Fax: 0181 681 2282

Structural Engineer: Bullen Consultants,  
195 London Road,  
Croydon,  
CR9 1PT  
Tel: 0181 686 2622 Fax: 0181 681 2282

### b Drawings

The drawings from which these documents have been prepared are included in Appendix "B".

The Contractors tendering are advised to examine drawings and other documents not accompanying tender documents which may be inspected by appointment at the Projects Managers office.

## GENERAL CONDITIONS

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**a Conditions of Contract**

**Form, Type and Conditions of Contract**

The articles of agreement and schedule of conditions will be the Peugeot Motor Company Plc. Purchasing Terms & Conditions (Non Production) June 1996 edition, included in an appendix to this specification, subject to the amendments, clarifications and additions described below and under the Schedule of Contract clause headings. Reference in the Purchasing Terms and Conditions to the Peugeot Motor Company Plc., shall be deleted and replaced by PSA Wholesale Ltd.

The prices in the Schedule of Work will be deemed to cover the cost of complying with the clauses contained in the Purchasing Terms and Conditions and as further amended, clarified and added to set forth below.

**b Schedule of Contract Clause Headings**

**Clause**

**1. The Contract**

The following is added:-

The purchase order will refer to the documents and drawings describing the services to be provided under the contract which will become "the contract documents" and the contractor will include all costs incurred in complying with the requirements of same.

**2. Terms and Conditions**

**3. Acceptance of Order**

**4. Carriage of Goods and Performance of Services**

**5. Part Numbers**

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To collection £

Item

b Schedule of Contract Clause Headings (Contd.)

Clause

6. Invoices

The following is added:-

The contractor shall be entitled to apply for stage payments, monthly from the date of commencement of contract or at such other time as may be agreed by the Employers Representative.

Applications for payment will be valued by the Employers Representative based upon the progress of the contract works and presence of unfixed materials on site.

Applications for payment shall be made to the Employers Representative using the pro-forma appended to this specification a minimum of five days before the valuation date.

The Employers Representative undertakes to issue a certificate for payment to the Employer with a copy to the contractor no later than fourteen days after the valuation date. The payment certificate will show deductions of retention monies where applicable.

The contractor shall only raise an invoice on receipt of the payment certificate for the amount identified as due for payment. The Employers Representatives valuation is non negotiable.

7. Payment

The following is added:-

Interim Payments will be subject to a retention of 5% which will be deducted from the Employers Representatives valuation of works properly executed

The Employers Representative shall within fourteen days after the date of practical completion certify payment to the contractor of 97½% of the value of works properly executed.

The contractor shall supply within 6 months from the date of practical completion all documentation reasonably required for the amount to be finally certified by the Employers Representative who will, within 28 days of receipt of same, issue a final certificate certifying the amount remaining due to the contractor.

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To collection £



Item		Preliminaries
		£      p
b	Schedule of Contract Clause Headings (Contd.)	
	Clause	
	8. Provision of Samples	
	9. Inspection before Delivery	
	10. Property and Risk	
	11. Acceptance and rejection	
	12. Quality and Conformity to Specification	
	The Employers Representative will, from time to time, make site inspections to determine the quality of works and conformity to the specification.	
	The Contractor shall take note of any directions given by the Employers Representative in this regard and undertaken to comply with same at no additional cost.	
	13. Delivery	
	14. Cancellation or Modification	
	15. Force Majeure	
	16. Liability for Defects or Breach of Contract	
	17. Intellectual Property Rights	
	18. Special Tooling	
	19. Sales to Third Parties	
	20. Confidentiality	
	21. Conflict of Interest	
	22. Construction Industry - Tax Certificates	
	23. Health and Safety	
	24. Breach of Contract or Liquidation	
	25. Liability for Claims	
	26. Audit	
	Schedule of Contract Clause Headings (Contd.)	

To collection      £

Item

Preliminaries

£ p

Clause

- 27. Non Transferable
- 28. Amendments
- 29. Jurisdiction - Law Applicable
- 30. Clause Headings

To collection

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Item

**EMPLOYER'S REQUIREMENTS**

**PROVISION, CONTENT AND USE OF DOCUMENTS**

**a Specification**

The Contractor must refer to the Specification issued with the tender documents. This and information given on drawings accompanying the tender documents shall be read in conjunction with these requirements and deemed to form part thereof.

**b Ordering Materials**

The Employer will not be held responsible for any errors, loss or expense incurred by the Contractor, contingent upon his use of the Schedule of Works for the purpose of ordering materials.

**c Provisional or Approximate**

Works measured herein as "**Provisional**" or "**Approximate**" shall not be executed until the works involved have been discussed with the Project Manager and detailed instructions thereon obtained.

**d Figured Dimensions on Drawing**

The figured dimensions on drawings are to be followed in preference to scaled dimensions. The dimensions given or scaled shall be checked by the Contractor and any discrepancies shall be brought to the Project Manager's attention prior to putting the work in hand.

**e Additional Copies of Documents Provided on Behalf of Employer**

Four copies of drawings (not counting any certified copy of the contract drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.

After execution of the contract, two copies of the unpriced Schedule and Specification will be issued to the Contractor in accordance with the contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.

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**f Technical Literature**

The Contractor is advised to keep copies of the following on site, readily accessible for reference by all supervisory personnel:

Manufacturers' current literature relating to all products to be used in the works.

Relevant BS Codes of Practice.

Those parts of BS 8000 "Workmanship on Building Sites" which are invoked in the Specification.

**g Maintenance Instructions and Guarantees**

Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to Project Manager on or before practical completion. Notify Project Manager of telephone numbers for emergency services by Sub-Contractors after practical completion.

**h Cash Flow Forecast**

Not later than the Date for Possession of the site, the Contractor is to prepare and submit to the Project Manager a forecast showing anticipated amounts and approximate date of interim payments based upon his programme for the works and update his forecast when necessary.

The Contractor shall produce all invoices, accounts and receipts for all payments made against Provisional and PC Sums at the time payments are made and the time various accounts are settled.

**i Final Account**

Written instructions from the Project Manager for variations shall be produced at the final settlement or no allowance will be made for such works. Detailed drawings issued to the Contractor in explanation of the Contract Drawings will be issued as required but nothing shown upon them shall be taken as implying an order for extra work unless it is so stated confirmed by written order.

Any discrepancies between the Drawings, Contract, Specification or Schedules are to be pointed out to the Project Manager by the Contractor before the work is put in hand, as no extra will be allowed for the correction of any errors arising from his failure to do so.

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To collection £

Item

Preliminaries  
£ p

j **Daywork**

Daywork will be allowed only for such work as will be explicitly directed or authorised by the Project Manager. Daywork sheets or vouchers must be delivered to the Project Manager in accordance with the Conditions of Contract in duplicate. Daywork sheets (including those of Sub-Contractors not so submitted will be liable to rejection.

Provisional Sums for prime cost of daywork and allowances for Contractor's pricing of on-costs are given elsewhere in this document.

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To collection £

Item

**MANAGEMENT OF THE WORKS**

**a Supervision**

The Contractor must accept responsibility for co-ordination, supervision and administration of the Works, including all subcontracts, arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.

The Contractor shall provide a competent foreman on site for the duration of the works and shall give the maximum possible notice to the Project Manager before changing the foreman in charge or site agent.

The Contractor shall provide a Master Programme for the Works which must include period for all:-

Subcontractor's work, including the completion of drawings etc.

Running in, adjustment, commissioning and testing of all engineering services and installations.

Work resulting from instructions issued in regard to the expenditure of provisional sums.

Work by or on behalf of the Employer and concurrent with the Contract.

Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme. The programme must show earliest and latest start and finish dates for each activity, and identify all critical activities and show the critical path. Submission of programmes will not relieve the Contractor of his responsibility to apply in writing for instructions, drawings etc. in accordance with the Conditions of the Contract. Progress shall be recorded on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works, proposals shall be taken as appropriate to minimise and delay and to recover any lost time. The Project Manager will hold fortnightly site meetings to review progress and other matters arising from the administration of the Contract.

The Contractor will be required to submit a report and an updated programme at each meeting covering programme, progress of works, progress of all sub-contractors, mains services and information required. The Project Manager will chair the meetings and take and distribute minutes.

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To collection £

Item

**QUALITY STANDARDS/CONTROL**

**a Setting Out**

The Contractor shall be responsible for properly setting out all the works at all levels from the Project Manager's dimensioned drawings, and shall allow for providing all necessary appliances for the use of the Project Manager in checking the setting out and render him all assistance he requires in so doing.

If the Contractor is not satisfied with the accuracy of the existing site levels shown on the drawings, written notice shall be given to the Project Manager before the work on the site is commenced. If the level are found to be inaccurate revised levels will be taken and agreed between the Project Manager and the Contractor.

**b Works to be Opened Up at the Request of the Project Manager**

The Contractor must give at least three clear days notice before covering up any of the work, in order that an inspection may be made and proper measurement taken of the work as executed. In the event of the Contract failing to provide such notice he shall, at his own expense, uncover the works as required to allow the inspection and measurement to be taken and to subsequently reinstate.

**c Upon Completion of the Works**

The Contractor must upon completion of the works:-

Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.

Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.

Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery and appliances.

Clean glass, inside and out, and leave the entire works clean and tidy ready for immediate occupation.

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To collection £

Item

**SECURITY/SAFETY/PROTECTION**

**a Risks to Health and Safety**

The Contractor shall accept responsibility of the stability and structural integrity of the works during the Contract, and support as necessary. Prevent overloading.

In addition to complying with statutory requirements, use projects, methods of work and protective measure which will minimise health and safety hazards. Inform the Project Manager in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representative when visiting the site.

Provide protective clothing and/or equipment for the Employer and his representatives as appropriate.

Smoking will not be permitted on the site.

Erect at the entrance to the working area, signs warning the public, occupants of the site etc. that the entrance is in use by Contractors and care should be exercised. The signs shall be in block lettering not less than 38mm high, red or white background, painted on wood and to the approval of the Project Manager.

**b The Construction (Design and Management) Regulations 1994**

The Regulations apply to and in relation to the construction work included in this project. Take full account of the requirement of the Regulations.

Non-compliance with the requirements of the First Stage and Pre-Tender Health and Safety Plan on the part of the Contractor, as Principal Contractor, will not form grounds for an extension of time or for claiming loss and expense or in any way affect the period stated (if any) of Deferment of the Date of Possession in the form of Contract to be executed between the Employer and the Contractor.

The Contractor shall not commence any construction work (as defined in the said Regulations) associated with the Works until receipt of a written notice from or on behalf of the client named in the notice given to the Executive under regulation 7 of the Regulations stating that the client is satisfied with the adequacy and sufficiency of the Health and Safety Plan for the project and that construction work may commence.

From the start of construction work on site, the Contractor shall, as Principal Contractor:

**b The Construction (Design and Management) Regulations 1994**

To collection £



Item

(Contd.)

1. Comply with the Regulations.
2. Be responsible for and implement the Health and Safety Plan, including any amendments required thereto to keep it up to date during the construction phase.
3. Co-operate fully with the Planning Supervisor, including the prompt provision of information for incorporation in the Health and Safety file.

**c Noise and Pollution Control**

The use of radios or other radio audio equipment on the site will not be permitted.

The use of explosives will not be permitted.

No burning whatsoever will be permitted on site.

The Contractor must make all reasonable precautions to prevent pollution of the site, the works and the general environment including streams and waterways. If pollution occurs, inform the appropriate authorities and the Project Manager without delay and provide them with all relevant information.

**d Maintain Public and Private Roads**

The Contractor is to be responsible for and is to take all necessary precautions to prevent damage to public and/or private roadways, footways, channels, drains, water-courses, public services etc. caused by the execution of the works and make good any damage at his own expense.

Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the works must be made good at the Contractor's expense.

**e Maintain Live Services**

The Contractor shall protect, uphold and maintain all public and private services including pipes, ducts, sewers, service mains, overhead cables, etc. during the execution of the works. The Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs or charges in connection therewith.

**e Maintain Live Services (Contd.)**

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To collection £

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Before starting work check positions of existing services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.

Observe service authority's recommendations for work adjacent to existing services.

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

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

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

All excavation works shall be carried out with reasonable care and any existing unforeseen services encountered brought to the immediate attention of the Project Manager.

**f Security**

Adequately safeguard the site, the works, products, materials, plant, and any existing buildings affected by the works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site and the works.

**g Protection of Work in all Sections**

Adequately protect all types of work and all parts of the works, including work carried out by others, throughout the Contract. Where ever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

Prevent damage from storm and surface water.

Prevent the work from becoming wet or damp where this may cause damage. Dry out the 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.  
Excessive movement.

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To collection £

Item

**SPECIFIC LIMITATIONS ON METHOD/SEQUENCE TIMING**

**a Access to and Possession or Use of the Site**

Confine all activities to the site taken into possession for the purposes of executing the works with the exception of the work necessary to undertake external works. Only use the site for the purposes of carrying out the works.

Do not enter any other area belonging to the Employer except as absolutely necessary to execute the works and only after the giving of proper notices to the Employer.

The Contractor must note that all existing grassed and landscaped areas disturbed by the works must be reinstated upon completion.

The works shall be undertaken in such a manner to secure the safety and freedom of the public, adjoining owners, staff, and persons employed on the site and all other person from injury or inconvenience.

Protect all existing buildings, roads, pavings, fences, walls, channels, drains, water courses, trees and shrubs adjacent to the site and any damage nevertheless occurring is to be made good to the satisfaction of the Project Manager at the Contractor's expense.

The Contractor must and in conjunction with the Project manager and such third party as may be appropriate prepare and agree as a record a schedule of condition of boundary walls, fences, roads, kerbs, pavement etc. adjacent to the site before any building works commences.

Any charges that may be legally claimed by the Public Supply Authorities or the Statutory services for damage caused by extra traffic over roads by carriage of materials etc. to or from the site are to be borne by the Contractor. The Contractor shall ensure that surplus materials, sub-soil or rubbish arising from the works is carried away in adequate vehicles or containers so constructed and loaded to prevent leakage or spills. Any leakage or droppings shall be immediately cleared from the public footpath or highways etc. by the Contractor at his own expense.

The Contractor must allow for the removal of mud from wheels of a vehicle and the removal of debris and mud falling from a vehicle before the vehicle leaves the confines of the site.

Any sand, gravel, stone or ballast etc. found on the site is to remain the property of the Employer.

No such materials arising shall be reused in the new work without the written sanction of the Project Manager.

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**b Working Hours**

Working hours should be restricted between the hours of 8.00 am and 6.00pm Monday to Friday. Any works outside these hours or at weekends or public holidays are to be undertaken only after obtaining the permission of the Project Manager.

**c. Phasing**

The works shall be carried out in three phases which shall be as follows and as generally shown on the drawings:

Phase 1 of the works shall encompass the third floor of Sicilian House together with all works at roof level including installation of external condensing units and works to the riser at 4th and 5th floor levels.

Phase 2 of the works shall encompass the fourth floor of Sicilian House together with works to the risers at 4th and 5th floor levels and creation of a temporary reception facility.

Works to the Server Room and IT Office are to be done outside normal working hours and access shall be maintained to this area via the IT office at all times.

Phase 3 of the works shall encompass the fourth floor of Vernon House works to the risers at 4th and 5th floor levels and reinstatement of the permanent reception. Removal of the temporary reception will also be included.

Furniture moves shall be carried out by the contractors team over the weekend between Phases.

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To collection £

Item

**FACILITIES/TEMPORARY WORKS/SERVICES**

**a Offices**

The Contractor shall provide adequate facilities to enable site meetings to take place at regular intervals.

**b Temporary Fences, Hoardings, Screens and Roofs**

The Contractor is to provide adequate secure temporary hoardings to the boundaries of the site/working area.

All temporary hoardings, barriers and fencing must be to the approval of the local planning authority and Project Manager.

Allow for altering and adapting all temporary hoardings, barriers and fencing during the contract and remove upon completion.

**c Notice Boards and Advertising**

Notice Boards and Advertising will not be permitted.

Small direction signs and public warning signs will be required and the Contractor shall allow for same.

The Contractor is to allow for clearing away upon completion.

**d Telephone/Facsimile Call Charges**

A separate telephone line for a Clerk of Works will not be required. The Contractor, however, shall afford the Employers Representatives reasonable use of a site telephone for the purposes of this contract and meet all charges in connection with same. The Contractor must allow for the cost of calls/facsimile transmissions made from the site by the Employer's representatives.

**e Operation/Maintenance of the Finished Building**

The Health and Safety File is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems and enabling it to be operated and maintained efficiently and safely.

The Contractor is required to obtain or prepare all the information to be included in the File. He must produce the required number of copies and submit them to the Planning Supervisor for delivery to the Employer.

A complete draft of the File must be submitted not less than two weeks before the date for submission of the final copies. Amend the draft in the light of any comments and resubmit to the Planning Supervisor when so directed, providing two copies not less than one week before Practical

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To collection £

Item

**e Operation/Maintenance of the Finished Building (Contd.)**

Completion together with four copies on paper folded to A4 of the "as-built" drawings.

**f Notice of Practical Completion and Handover Procedure**

The Contractor shall give two weeks notice of Practical Completion to the Employer when it is anticipated that building will be ready for handover. The notice will include a list indicating work still outstanding.

Seven days prior to handover, the Contractor will confirm to the Employer that all works have, or will be completed at handover and will attend a site inspection with the Project Manager.

A handover meeting shall be arranged at which a competent representative of the Contractor and the Project Manager shall be in attendance. At this handover meeting the following criteria shall be met:

- 1) All works will be clean, complete, in full working order and ready for immediate occupation.
- 2) The Contractor shall supply copies of any maintenance or other instructions including manuals provided by manufacturers or suppliers equipment at handover for the Employer.
- 3) The Contractor shall provide emergency telephone contacts who can be contacted on a daily basis for urgent repairs during the defects liability period(s).

**g Making Good Defects After Practical Completion**

The Contractor shall make arrangements with the Employer and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects.

Defects reported to the Contractor after Practical Completion and before the expiry of the Defects Liability Period(s) shall be rectified as soon as practically possible by the Contractor and he shall attend to these so as to enable the employer to use the building.

Defects of an emergency or urgent nature reported in normal working hours shall be rectified within 24 hours, or made safe if a lengthy job. Defects of an emergency nature reported out of normal working hours shall be completed within 24 hours or made safe until the next working day. Emergency defects can be defined as items affecting safety, security and health of the occupants or where the structure of the property is threatened.

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To collection £

Item

**g Making Good Defects After Practical Completion (Contd.)**

Defects which cause serious inconvenience to the occupants must be remedied within 8 working days. Other defects must be completed before the end of the Defects Liability Period. These defects are those that can be deferred Liability Period. These defects are those that can be deferred without serious inconvenience to occupants.

At expiry of the Defects Liability Period, a representative of the Contractor will attend a defects inspection meeting and in consultation with the Project Manager will agree a list of any defects.

On receipt of the Project Manager's written list of defects the Contractor will be required to remedy all items on the list within one month of its receipt. As soon as all the defects on the list have been remedied the Contractor will inform the Project Manager who will arrange for a further confirmation inspection within two weeks with the Contractor's Representative, in attendance, if he so wishes.

If all remedial works are satisfactory a Making Good of Defects Certificate will be issued as soon as possible. Items not correctly remedied will require further remedial work and approval before issue of the above Certificate.

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To collection £

Item

**CONTRACTOR'S GENERAL COST ITEMS**

- a Allow for the following:
- b Management and staff
- c Site accommodation
- d Services and facilities
- e Power
- f Lighting
- g Fuels
- h Water
- i Telephone and administration
- j Safety health and welfare
- k Storage of materials
- l Rubbish disposal
- m Cleaning
- n Drying out
- o Protection of the work in all sections
- p Security
- q Maintain public and private roads
- r Maintain small plant and tools
- s Any other deemed necessary
- t General attendance on nominated subcontracts
- u Mechanical plant
- v Cranes
- w Hoists

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To collection £



- | Item |                                  |
|------|----------------------------------|
| a    | Personnel transport              |
| b    | Transport                        |
| c    | Earthmoving plant                |
| d    | Concrete plant                   |
| e    | Piling plant                     |
| f    | Paving and surfacing plant       |
| g    | Any other plant deemed necessary |
|      | <b>Temporary Works</b>           |
| h    | Temporary roads                  |
| i    | Temporary walkways               |
| j    | Access scaffolding               |
| k    | Support scaffolding and propping |
| l    | Hoardings, fans, fencing         |
| m    | Traffic regulations              |
| n    | Others deemed necessary          |

Item

Preliminaries  
£ p

**COLLECTION**

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**SECTION 1 PRELIMINARIES**

**CARRIED TO FINAL SUMMARY** £

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**SECTION 2**

**PREAMBLES OF MATERIALS AND WORKMANSHIP**

PSA WHOLESALE LTD.  
VERNON HOUSE  
SICILIAN AVENUE  
LONDON, WC1

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REFURBISHMENT OF 3RD AND 4TH FLOORS

SECTION 2 PREAMBLES OF MATERIALS AND WORKMANSHIP £ p

Item

**M52 DECORATIVE PAPERS/FABRICS**

210 WORKMANSHIP GENERALLY:

Comply with BS 8000: Part 12, Sections 2 and 3.1.

240 EXISTING VINYL COVERINGS:

Where these are to be stripped, the paper backing may be retained as a lining if in good condition and firmly adhering. Stick down any lifting edges and corners.

270 JOINTS formed by overlapping and cutting:

- Cut with a straightedge and proprietary cutter (where recommended by covering manufacturer). Ensure background is not damaged by cutting.
- Overlap and cut stable coverings as the work proceeds.
- Where coverings are liable to shrink, peel back overlap, allow adhesive to dry and all shrinkage to take place before cutting in and bonding joints.

**M60 PAINTING/CLEAR FINISHING**

To be read with Preliminaries/General conditions.

**COATING SYSTEMS**

110 To previously painted walls and ceilings.

- Manufacturer: Dulux
- Surface(s): Walls and ceilings  
Preparation: As clause 400
- Initial coat(s): Once coat Dulux Trade Emulsion
- Finishing coats: Two full coats Dulux Trade Emulsion

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111		
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**GENERALLY/PREPARATION****400 PREPARATION GENERALLY:**

- Comply with BS 8000:Part 12, Section 2 and additional requirements in this specification.
- When removing or partially removing coatings, use methods which will not damage the substrate or adjacent surfaces or adversely affect subsequent coatings.
- Materials used in preparation to be types recommended by their manufacturers and the coating manufacturer for the situation and surfaces being prepared.
- Apply oil based stoppers/fillers after priming. Apply water based stoppers/fillers before priming unless recommended otherwise by manufacturer. Patch prime water based stoppers/fillers when applied after priming.
- Ensure that doors and opening windows, etc., are 'eased' as necessary before coating. Prime any resulting bare areas.

**410 SUITABILITY OF SURFACES AND CONDITIONS:**

Application of coatings will be taken as joint acceptance by the Main Contractor and Subcontractor of the suitability of surfaces and conditions within any given area to receive the specified coatings.

**430 IRONMONGERY:**

Remove all old paint and varnish marks from existing ironmongery. Thoroughly clean and polish before refixing.

**510 NEW PLASTERBOARD - TO RECEIVE TEXTURED COATING:**

Joints to be filled, taped and feathered out using materials recommended by textured coating manufacturer.

**520 ALKALI AFFECTED COATINGS:**

Completely remove from affected surfaces. The extent of such treatment to be as instructed or approved.

**530 EXISTING PAINTED WINDOWS:**

- Remove existing paint to the extent specified or instructed.
- Thoroughly clean junctions between previously painted surfaces and glass.
- Remove old paint splashes and old paint encroaching beyond the sight line.
- Remove loose and defective putty.
- When dry, patch prime, reputty and paint as soon as sufficiently hard.

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<b>APPLICATION</b>		
600		<b>PAINTING GENERALLY:</b>
		Comply with BS 8000:Part 12, Section 3.2 and additional requirements in this specification.
620		<b>CONCEALED JOINERY SURFACES:</b>
		Where one or more additional coats are specified to be applied in the factory, they must be applied to all surfaces, including those which will be concealed when incorporated into the building.
650		<b>VARNISHING:</b>
		Thin first coat with white spirit in accordance with manufacturer's recommendations. Brush well in avoiding aeration and lay off. Apply further coats of varnish, rubbing down lightly between coats along the grain.
750		<b>COMPLETION:</b>
		Ensure that opening lights and other moving parts move freely. Remove all masking tape and temporary coverings.
<b>P31</b>		<b>HOLES/CHASES/COVERS/SUPPORTS FOR SERVICES</b>
		To be read with Preliminaries/General conditions.
150		<b>HOLES AND CHASES IN IN SITU CONCRETE to be cast in.</b> Do not cut hardened concrete or drill holes larger than 10 mm diameter without permission.
170		<b>HOLES IN STRUCTURAL STEELWORK:</b>
		Do not cut or drill structural steelwork without permission.
185		<b>HOLES, RECESSES AND CHASES IN MASONRY:</b>
		- Holes, recesses and chases to be in locations which will least affect the strength, stability and sound resistance of the construction, and to be of the smallest practicable size.
		- Holes must not exceed 300 mm square.
		- Do not cut chases in walls of hollow or cellular blocks without approval.
		- In walls of other materials:
		- Vertical chases must be not deeper than one third of the single leaf thickness.

Item

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- Horizontal or raking chases must be not longer than 1 m and not deeper than one sixth of the single leaf thickness.
- Do not set chases or recesses back to back; offset by a clear distance not less than the wall thickness. Where sockets, etc. are shown on drawings as nominally back to back, obtain instructions.
- Do not cut until mortar is fully set. Cut carefully and neatly, avoiding spalling, cracking or other damage to surrounding structure. Do not cut chases with mechanical or hand impact tools.



Item

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**COLLECTION**

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**SECTION 2 PREAMBLES OF MATERIALS AND WORKMANSHIP** \_\_\_\_\_  
**CARRIED TO FINAL SUMMARY** £ \_\_\_\_\_

**SECTION 3**  
**SCHEDULE OF WORKS**

PSA WHOLESALE LTD.  
VERNON HOUSE  
SICILIAN AVENUE  
LONDON, WC1

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REFURBISHMENT OF 3RD AND 4TH FLOORS

SECTION 3 SCHEDULE OF WORKS

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Note

This schedule of works is to be read in conjunction with the specification, drawings and schedule and all costs for complying with these documents shall be included herein.

a) Temporary Screens and Protection

The Contractor shall allow for the construction and maintenance of temporary screens/hoardings between the working area and adjacent areas. The screens shall be adequately secured where required and shall afford protection against ingress of dust and dirt to adjacent areas. The screens shall be disassembled and re-erected between phases as may be required to facilitate movement of furniture etc.

The Contractor shall provide and maintain suitable protection to walls, floors, partitions, doors, roofs, staircases, carpets etc., in the form of impact resistant material and dustsheets as appropriate. Where necessary protection shall be provided to certain areas, for example common parts, for the duration of rubbish removal or delivery purposes, temporarily followed by removal at the end of the activity.

b) Secure Storage

All materials, equipment, plant tools and from time to time rubbish, shall be stored within the work area. All other areas, especially common parts, staircases etc., shall be kept completely clear at all times.

c) Furniture Moves

The Contractor shall include within the tender the cost of labour to move furniture, files and materials between phases. The moves will take place during Saturday and Sunday and will be supervised by the Employers Staff.

Item £ p

c) Furniture Moves (Contd.)

For tender purposes the following provisional dayworks shall be allowed, subject to adjustment as the contract progresses.

At the start of Phase 1:-

Saturday 30 hours @ £ /hr  
Sunday 30 hours @ £ /hr

Between Phase 1 and Phase 2:-

Saturday 30 hours @ £ /hr  
Sunday 30 hours @ £ /hr

Between Phase 2 and Phase 3:-

Saturday 30 hours @ £ /hr  
Sunday 30 hours @ £ /hr

At the end of Phase 3

Saturday 30 hours @ £ /hr  
Sunday 30 hours @ £ /hr

d) False Ceilings/Stripping Out

The Contractor shall allow for stripping out and disposal from site of all existing false ceilings and associated support systems.

e) False Ceilings/Ceiling Panels

All new suspended ceiling panels and accessories shall be supplied by:

Armstrong World Industries Ltd.,  
Building Products Division,  
Armstrong House,  
38 Market Square,  
Uxbridge,  
Middlesex, UB8 1NG

Armstrong New Prima Dune + Tegular 95% RH ceiling tile with durable edges of nominal dimensions 600 x 600 x 15mm. Item number: BP9163M4 Colour: Armstrong White

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f) False Ceilings/Suspension Systems

Armstrong Trulok Prelude 24mm TL or XL exposed suspension system, 'stitched' for extra rigidity.

Comprising of:-

Trulok Prelude 24mm Universal Main Runner - installed at 1200mm centres, spliced to form continuous members and supported along their length at not more than 1200mm centres.

Item number: BP31 40 32                      Colour: Armstrong Global White

Trulok Prelude 24mm TL or XL 1200mm Cross Tee - installed at right angles to the main runners and at 600mm centres.

Item number: BP11 30 32 (TL)              Colour: Armstrong Global White  
                    BP31 30 51 (XL)                      Colour: Armstrong Global White

Trulok Prelude 24mm TL or XL 600mm Cross Tee - installed at right angles to the 1200mm cross tees and centrally between the main runners.

Item number: BP 11 20 32 (TL)              Colour: Armstrong Global White  
                    BP 31 20 21 (XL)                      Colour: Armstrong Global White

g) False Ceilings/Suspensions

2mm pre-straightened galvanised mild steel wire. To be neatly tied off to the suspension system and suitably attached to the structural soffit, with a minimum of three full turns.

Rigid hangers may be used where needed, (e.g. upward wing pressure, cleaning procedures etc.) and if required, all panels shall be held down using 4 No. retaining clips, except where access is required. Item number: BPA 820.

All hangers should be hung vertical or nearly vertical (not more than 1 in 6 out of plumb). Where hangers cannot be fixed at 1200mm centres to the soffit (due to services etc.) A subgrid of appropriate span performance should be installed.

All main runners and cross tees shall be supported not more than 600mm from perimeters and not more than 150mm from spliced joints (by extra hangers if necessary).

Item £ p

h) False Ceilings/Perimeter Details

19mm x 24mm Trulok painted perimeter angle.

Item Numbers: BPT 1924 H (painted) Colour: Armstrong Global White

i) False Ceilings/Site Conditions, Maintenance and COSHH

The suspended ceilings are interior finishes and the conditions during and after the installation of the building should reflect this. Detailed recommendations for site and installation conditions may be found in the manufacturers technical literature. COSHH, cleaning and maintenance data sheets are also available upon request.

j) False Ceilings/Fire

Surface Spread of Flame:

The decorative and back faces of the tiles shall have been tested to BS 476 Part 7: 1987 and achieved Class 1 surface spread of flame.

Fire Propagation:

The decorative and back faces of the tiles shall have been tested to BS 476 Part 6: 1987. They shall have indices of performance (1) less than 12 and an initial sub-index of less than 6.

Combined, these results will meet the requirements of the Building Regulations (England and Wales) 1991 and Building Standards (Scotland) Regulations 1990 for Class O materials.

Structural Fire Protection:

The tiles shall have been tested to BS 476 parts 20, 21 and 23.

k) False Ceilings

**Additional Notes:**

1. Unless otherwise specified, Tegular tiles where cut to perimeters should be reformed on site to the basic rebated detail.
2. Tegular tiles should be hand decorated where a cut edge is visible. This is generally not required at perimeters.

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k) False Ceilings (Contd.)

**Additional Notes: (Contd.)**

3. Perimeter trims should be neatly jointed at all internal and external corners. Mitred junctions shall be provided.
4. 2mm suspension wire must always be mechanically pre-straightened before use.
5. The maximum length of any suspension wire is governed by the ability to pre-straighten it.
6. Restraint hangers should be less than 45° from the horizontal. Angle hangers must be greater than 45° from the horizontal.
7. Spotlights and other luminaires should never be supported by or on the infill tile. Light fittings shall be independently supported.
8. Pop-rivets and screw heads should not be a visible part of the ceiling assembly.
9. Ceiling lay-outs should be as shown on the drawings.

l) Redecoration

All areas are to be completely redecorated. The different surface finishes are indicated on the appropriate drawing and the scope of the works is described below.

m) General

The majority of furniture and office equipment will have been moved out of the work area. However, the Contractor shall allow for protection of any remaining items, including carpets, with suitable polythene sheeting and dust sheets.

The Contractor shall allow for temporary removal of notice boards, fitted shelving etc. and reinstatement on completion of redecoration work.

Wherever reasonably practical, the Contractor shall allow for temporary removal of surface fixed electrical mini-trunking and cable, electrical accessories and fascia plates following by reinstatement on completion of redecorating works. The Contractor shall allow for decorating around such items that cannot be removed in a neat and tidy manner.

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n) Papered Walls

The Contractor shall strip off existing vinyl wall covering and prepare surfaces. New vinyl wall covering will be supplied and hung by the Contractor using a suitable adhesive. For the purpose of tender the Contractor shall include for Murek "Tiverton" wall covering as a prime cost item at £3.50 per square metre.

o) Painted Walls

The Contractor shall include for surface preparation and painting with one initial coat and two finishing coats of good quality vinyl matt emulsion to an approved colour.

p) Painted Ceilings (Bay Windows)

The Contractor shall include for surface preparation and painting with one initial coat and two finishing coats of good quality vinyl matt emulsion to an approved colour.

q) Painted Woodwork and Metalwork

The Contractor shall include for surface preparation and painting with one primer basecoat and two topcoats of Eggshell to an approved colour.

r) Varnished Woodwork

No work required.

s) Mechanical Services Installation

The Contractor shall include for the mechanical services installation shown on TGA&P drawing No.'s 4237/1-4 inclusive and as described in the mechanical services specification.

t) Electrical Services Installation

The Contractor shall include for the electrical services installation shown on TGA&P drawing No.'s 4238/01-11 inclusive and as described in the electrical services specification



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u) Cranage

The Contractor shall include the cost of cranage for mechanical plant and steelwork, to be installed at roof level. It shall be the Contractors responsibility to allow for everything necessary in connection with the cranage operation which shall include, but will not necessarily be limited to:-

- Local authority and police liaison and approval including any necessary permits or licenses.
- Traffic management facilities.

The Contractor shall note that the roof structure is not suitable for heavy loads and shall seek specific approval from the structural engineer before lowering plant onto the roof unless it is to be lowered directly onto the prepared bases and supporting steelwork specifically intended to receive it.

v) Steelwork

The Contractor shall include for supply and installation of steelwork and Gallery trading as shown on Bullen Consultants drawings Ref: 98Y303 Figure 1A. This is required for support of internal condensing units.

w) General Builderswork in Connection with Services Installation

The Contractor shall include the provisional cost of general builderswork identified in the schedule of builderswork included as Appendix A of this specification.

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**COLLECTION**

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**SECTION 3 SCHEDULE OF WORKS CARRIED TO FINAL SUMMARY** £ \_\_\_\_\_

**SECTION 4**

**DAYWORKS AND PROVISIONAL SUMS**

PSA WHOLESALE LTD.  
VERNON HOUSE  
SICILIAN AVENUE  
LONDON, WC1

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REFURBISHMENT OF 3RD AND 4TH FLOORS

		£	p
<b>SECTION 4 DAYWORKS AND PROVISIONAL SUMS</b>			
<u>Dayworks</u>			
Definitions shall be as set out in "Definitions for Prime Cost for Daywork carried out (RICS), and plant rates shall be as set out in their schedule of basic plant charges current at the date of tender.			
A	Include the provisional sum of £500 for the cost of materials (net cost delivered to site).	500	00
B	Add for establishment charges, overheads and profit %.		
C	Include the provisional sum of £200 for the cost of plant (plant shall be charged at market rates current at the time work is executed)	200	00
D	Add for establishment charges, overheads and profit %.		
<b>All the work in this section is provisional</b>			
E	Skilled labour, general all in hourly rate.	50 hrs	
F	Unskilled labour, general all in hourly rate	50 hrs	
H	Provisional Sum - Temporary Reception Desk	1000	00
G	Contingencies	7500	00

To Collection

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**COLLECTION**

Page No. 4/1

**SECTION 4 DAYWORKS AND PROVISIONAL SUMS  
CARRIED TO FINAL SUMMARY**

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**FINAL SUMMARY**

### FINAL SUMMARY

**SECTION** **Page No.**

- 1 PRELIMINARIES
- 2 PREAMBLES OF MATERIALS  
AND WORKMANSHIP
- 3 SCHEDULE OF WORKS
- 4 DAYWORKS AND PROVISIONAL  
SUMS

**TOTAL CARRIED TO FORM OF TENDER** £

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor .....

Address .....

.....

.....

Date .....

**APPENDIX A**

**SCHEDULE OF BUILDERS WORK IN CONNECTION WITH  
THE ENGINEERING SERVICES SUB-CONTRACT**



**T.G. ARMSTRONG & PARTNERS**  
 BUILDING SERVICES CONSULTING ENGINEERS  
 ARMSTRONG HOUSE, NORTON ROAD, STEVENAGE, HERTS., SG1 2LX

**PROVISIONAL SCHEDULE OF BUILDER'S WORK**

PROJECT:	PSA WHOLESALE LTD.
SERVICE:	MECHANICAL ENGINEERING SERVICES

Provisional Schedule of Builder's Work required in connection with the mechanical engineering services. Exact details shall be confirmed by the Mechanical Engineering Services Contractor to the Main Contractor at the appropriate time.

In all cases where pipes pass through walls, floors and ceilings, etc. and where pipe, radiator and conduit supports are required to be built in, the following procedure should be adopted to avoid any doubt on site as to which contractor is responsible.

The Mechanical Contractor shall mark out all holes, radiator and pipe bracket positions and advise the Main Contractor as to the depth and height of bracket fixings. The Main Contractor shall build in and make good after. Where holes through walls and floors, etc. are required, the Mechanical Contractor shall mark the correct position for the Main Contractor to cut.

The Mechanical Contractor shall place the pipe sleeve in position and the Main Contractor shall make good after.

1.	Provide 40 No. holes in walls of various sizes up to 300 x 100 (approx.) at high level and above ceilings for refrigerant and condensate pipework. Following installation of pipework and cabletray (if used); seal, fireproof as required and make good. 2 No. of these holes are in external walls and need to be made weatherproof following installation of pipework and cable tray.
2.	Provide 25 No. ø 100 (approx.) holes in floor slabs for refrigerant and condensate pipework. Following installation of pipework and cabletray (if used); seal, fireproof as required and make good.
3.	Provide 50 No. ø 50 (approx.) holes in walls and floors for electrical services.

Signed:			
Date:	18 February 1999	Ref:	DNR/AOC/4237

**APPENDIX B**  
**SCHEDULE OF DRAWINGS**

PSA WHOLESALE LTD.  
VERNON HOUSE  
SICILIAN AVENUE  
LONDON, WC1

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REFURBISHMENT OF 3RD AND 4TH FLOORS

APPENDIX B SCHEDULE OF DRAWINGS

GENERAL DRAWINGS

- 4237/PH1 : Mechanical Engineering Services  
Phasing of Refurbishment Works
- 4237/R1 : Plan of 3rd and 4th Floors showing decorative finishes to walls, partitions  
and cupboards.

MECHANICAL DRAWINGS

- 4237/1 : Mechanical Engineering Services  
Existing Strip Out and Proposed Comfort Cooling Layout  
3rd Floor, Sicilian House  
Phase 1 Works
- 4237/2 : Mechanical Engineering Services  
Existing Strip Out and Proposed Comfort Cooling Layout  
4th Floor, Sicilian House  
Phase 2 Works
- 4237/3 : Mechanical Engineering Services  
Existing Strip Out and Proposed Comfort Layout  
4th Floor, Vernon House  
Phase 2 Works
- 4237/4 : Mechanical Engineering Services  
Proposed Condensing Unit Layout and  
Associated Pipework  
Roof level

ELECTRICAL DRAWINGS

- 4238/01 : Electrical Engineering Services  
Existing Lighting, FA, Telephone and Data Layout  
Third Floor - Sicilian House

## ELECTRICAL DRAWINGS (Contd.)

- 4238/02 : Electrical Engineering Services  
Existing Lighting, FA, Telephone and Data Layout  
Fourth Floor - Vernon House
- 4238/03 : Electrical Engineering Services  
Existing Lighting, FA, Telephone and Data Layout  
Fourth Floor - Sicilian House
- 4238/04 : Electrical Engineering Services  
Proposed Lighting Layout  
Third Floor - Sicilian House
- 4238/05 : Electrical Engineering Services  
Proposed Lighting Layout  
Fourth Floor - Vernon House
- 4238/06 : Electrical Engineering Services  
Proposed Lighting Layout  
Fourth Floor - Sicilian House
- 4238/07 : Electrical Engineering Services  
Proposed Wiring for Mechanical Services Layout  
Third Floor - Sicilian House
- 4238/08 : Electrical Engineering Services  
Proposed Wiring for Mechanical Services Layout  
Fourth Floor - Vernon House
- 4238/09 : Electrical Engineering Services  
Proposed Wiring for Mechanical Services Layout  
Fourth Floor - Sicilian House
- 4238/10 : Electrical Engineering Services  
Proposed Wiring for Mechanical Services Layout  
Roof Level
- 4238/11 : Electrical Engineering Services  
Schematic Drawings

## BULLEN CONSULTANTS DRAWINGS

98Y303

FIGURE 1A : Structural Supports to Air Conditioning Condensing Units

*DNR/AOC/4237*

**APPENDIX C**

**PEUGEOT MOTOR COMPANY PLC.,  
PURCHASING TERMS AND CONDITIONS**



# TERMS AND CONDITIONS

## 1. THE CONTRACT

Peugeot Motor Company Plc (hereinafter called "Peugeot") hereby orders the goods and / or services specified overleaf from the person, firm or company named overleaf (hereinafter called "the Supplier").

## 2. TERMS AND CONDITIONS

The terms and conditions set out on the face and reverse side of this document together with any Purchase Order, Purchase Order Amendment and any Release Authorisation relating thereto and together with any conditions or instructions endorsed on any such document or otherwise given to the Supplier by Peugeot in writing and signed by an authorised representative of Peugeot and any drawings and specifications issued by Peugeot are the only terms and conditions which govern the contract between Peugeot and the Supplier for the goods and / or services which are the subject of the contract and no other terms and conditions shall have any effect in relation to the contract.

## 3. ACCEPTANCE OF ORDER

- The Supplier will be deemed to have accepted any Purchase Order, Purchase Order Amendment or Release Authorisation either by returning to Peugeot the acknowledgement copy signed by an authorised representative of the Supplier or upon the expiry of five days from the time of despatch by Peugeot of the relevant document unless notification has been received by Peugeot within that time of the Supplier's inability to comply therewith. Any such notification may be made by telephone, telex or facsimile but must be confirmed forthwith in writing.
- Acceptance shall constitute an undertaking by the Supplier to effect delivery of the goods and / or performance of the services set out in the said document at such times in such quantities and in such manner as may be specified in the said document and / or in subsequent Purchase Order Amendments or Release Authorisations.
- Any order which does not specify precise quantities of goods for delivery or specify specific services for completion does not itself give authority for the Supplier to incur any expense whatsoever. All requirements relating to any such orders will, where applicable, only be given via a Release Authorisation.

## 4. CARRIAGE OF GOODS AND PERFORMANCE OF SERVICES

- All goods are to be sent carriage paid by the Supplier (unless otherwise specified) to such delivery point as Peugeot specifies and shall be stillaged palletised or packed to Peugeot's requirements. All services to be carried out shall be performed at such location as Peugeot specifies and to Peugeot's requirements.
- An advice note bearing Peugeot's Purchase Order number and when applicable the number of any Release Authorisation, shall be included in each shipment of goods despatched by the Supplier, a separate advice note being included for each separate order covered by the shipment.

## 5. PART NUMBERS

Peugeot part numbers where applicable must always be quoted in correspondence and in advice notes, invoices and other documents.

## 6. INVOICES

- A priced invoice bearing Peugeot's Purchase Order number and when applicable the number of any Release Authorisation, shall be posted by the Supplier no earlier than the date of despatch in respect of each shipment of goods despatched or completion of services, a separate invoice being sent for each separate order number covered by the shipment or in respect of the services provided, unless otherwise specifically authorised on the face of the purchase order.
- Supplier invoices will only be accepted and Peugeot will not accept invoices from Suppliers agents and / or any third parties.
- Where in connection with any order, the Supplier is required to purchase from third parties goods and/or services on behalf of Peugeot and it is agreed that the actual cost of such goods and/or services will be reimbursed to the Supplier by Peugeot:
  - the Supplier shall wherever possible obtain not less than two quotations to be submitted to Peugeot for its approval unless such requirement shall have been previously waived by Peugeot;
  - the Supplier shall obtain approval from Peugeot prior to entering into any contracts with third parties and
  - the cost of such goods and / or services shall be invoiced by the Supplier to Peugeot at cost and must be supported by invoices from the third parties and payment will be made by Peugeot in accordance with the provisions of clause 7 below. Payment will not be made by Peugeot without full documentary proof.
- The price or prices specified hereon shall be prices net of value added tax which must be added to the invoice at the current rate and recorded in accordance with statutory requirements currently in force but otherwise inclusive.
- No additional charges will be accepted by Peugeot for packing, boxing, fixing, crating, insurance, other taxes, labour or for any other item whatsoever unless any additional charge on that account is authorised by Peugeot on the Purchase Order or Purchase Order Amendment.

## 7. PAYMENT

Payment will be made in respect of each invoice subject to the terms of this contract no later than 30 days after the end of the month in which the invoice is received by Peugeot unless specified otherwise on the settlement terms stated overleaf. Payment will be deemed to be made by Peugeot, if appropriate, upon despatch of the relevant cheque or cheques and / or receipt of the relevant payment by the Supplier's nominated bank.

## 8. PROVISION OF SAMPLES

At the request of Peugeot the Supplier shall from time to time at his own expense deliver to such place as Peugeot may specify a sample of the good(s) and / or service(s) to be supplied under the contract and shall carry out with all due despatch any changes, adaptations, modifications or improvements required by Peugeot.

## 9. INSPECTION BEFORE DELIVERY

Any accredited representative of Peugeot shall at all reasonable times, if and when desired by

Peugeot, be admitted by the Supplier to any premises under the control of the Supplier to inspect records for work and materials procured for the purpose of manufacture of the goods and the process of manufacture carried out by the Supplier and the completed goods before despatch (including drawings, both technical and artistic, visual concepts, photographs and computer generated artwork or the like). If any changes, adaptations, modifications or improvements are required by Peugeot the same shall be carried out by the Supplier within the required time scale and in any event with all due despatch.

## 10. PROPERTY AND RISK

Property in the goods shall pass to Peugeot on acceptance thereof by Peugeot or on payment of the purchase price whichever shall be the earlier. Risk shall pass to Peugeot upon the delivery by the Supplier and risk shall be passed back to the Supplier immediately upon any notification to the Supplier of rejection by Peugeot of the goods or as otherwise specified in these conditions.

## 11. ACCEPTANCE AND REJECTION

- No goods and / or services shall be deemed to have been accepted by Peugeot until Peugeot shall have inspected and approved the goods and / or services notwithstanding that payment in respect thereof has already been made by Peugeot. Section 35 (1) of the Sale of Goods Act 1979 as amended by the Sale & Supply of Goods Act 1994 is hereby excluded and shall not apply to this contract. The Supplier agrees to carry out all services with all reasonable care and skill and within a reasonable time in accordance with the Sale & Supply of Goods Act 1992.
- On inspection Peugeot shall have the following options which shall be exercised by notice in writing to the Supplier:
  - Peugeot may reject all of the goods and / or services.
  - Peugeot may reject some of the goods and / or services and accept the remainder in which case the contract shall be deemed to be severable to the extent necessary to enable Peugeot to do so.
  - Peugeot may accept all or any of the goods and / or services specifically on the condition that it may carry out such improvements, modifications or reworking as it shall deem necessary the cost thereof to be borne by the Supplier. The Supplier hereby agrees to bear the cost of such work whether or not Peugeot's notice contains an estimate of the cost. Any goods and / or services rejected by Peugeot will thereupon be at the Supplier's risk.
- In relation to the supply of goods Peugeot may in any notice given in accordance with the provisions of b) above require the Supplier to take redelivery of the goods at his own expense and to refund to Peugeot the purchase price (if Peugeot shall already have paid it). In relation to the provision of services Peugeot may in any notice given in accordance with the provisions of b) above require the Supplier to immediately request that the services cease to be performed and to refund to Peugeot all monies in connection therewith (if Peugeot shall already have paid it). If the Supplier shall fail to take redelivery of the goods within 28 days of the despatch by Peugeot of such notice or cease performing the services within 7 days of the despatch by Peugeot of such notice then Peugeot may:
  - Debit the purchase price in relation to the goods/agreed price in relation to services to the account of the Supplier. and
  - As agent for the Supplier in respect of the supply of goods dispose of or deal with the goods in such way as it shall see fit. The Supplier hereby appoints Peugeot to be its agent for the purposes of disposal of the goods in the circumstances set out in this sub clause and agrees that Peugeot may deal with the goods in such way as it sees fit and without any obligation to obtain a reasonable price for the goods or any price at all. Any proceeds of sale shall be credited to the account of the Supplier.
- If goods are delivered in excess of the quantity due for delivery they will not be accepted or paid for unless Peugeot elects in writing to that effect and shall be at the Supplier's risk if no such election is made and will be returnable (if the Supplier so requests) at the Supplier's expense.

## 12. QUALITY AND CONFORMITY TO SPECIFICATION

All goods shall in every respect be up to sample (where a sample has been given) and the description and specification stated and up to the standard of previously approved supplies (if any) and shall be in any event in every respect fit for the purpose for which they are required and as indicated by description and specification and shall be fit for use world-wide or otherwise for use in such territory or territories as may be agreed specifically in writing by Peugeot. No technical modifications or new process or method of manufacture of whatever kind may be introduced without the prior knowledge and consent of Peugeot. In relation to services, all services shall be carried out, to Peugeot specification and standards, with all reasonable care and skill and within a reasonable time.

## 13. DELIVERY

Time is of the essence of the contract and the Supplier shall perform the contract in all respects in accordance with Peugeot's instructions. The goods and / or services must be delivered/performed on the date specified from time to time by Peugeot and the Supplier undertakes to notify Peugeot immediately of any circumstances which might result in late delivery/late performance. If the Supplier shall delay the delivery/performance of the goods and / or services or in any other way fail to perform the contract Peugeot shall have the right, without prejudice to any other remedies available to it, to cancel or modify the outstanding order and to make any other such arrangements for the performance of the contract as it sees fit and to debit the Supplier with the cost of so doing. Peugeot shall be under no liability to the Supplier as a result of any action taken under this Clause.

## 14. CANCELLATION OR MODIFICATION

If, for any other reason, Peugeot wishes to cancel or modify an order it shall be at liberty to do so at any time but on so doing, it will take over and pay at the agreed price for any goods and / or services in the process of manufacture and / or performance of which is being carried out in accordance with the contract. In relation to any goods or services in process of manufacture

or performance Peugeot and the Supplier shall agree what action if any Peugeot shall take or what payment if any Peugeot shall make in respect thereof.

## 15. FORCE MAJEURE

If Peugeot's process of manufacture be stopped delayed or impeded by fire, explosion, strike lock out or any other form of industrial action, war, hostilities, civil disturbances, Governmental demand, regulation or prohibition, failure or delay on the part of any other supplier or suppliers or by force majeure, or any other cause beyond the control of Peugeot any order may be modified or cancelled by Peugeot as regards such part thereof as has not been executed by delivery to, or performance for, Peugeot of goods and / or services specified. In such event, no liability shall attach to Peugeot by reason of such modification or cancellation.

## 16. LIABILITY FOR DEFECTS OR BREACH OF CONTRACT

- Without prejudice to the right of Peugeot under any condition, warranty or other item to be implied by statute or by common law or under any term of this contract the Supplier shall indemnify Peugeot against any liability, claim, proceedings, costs, loss or damage (including any liability or loss incurred by Peugeot resulting from the failure or stoppage of or interference with the production or manufacture of any equipment, goods or stock) caused by any defect in any goods supplied or services provided by the Supplier or arising out of or caused by the execution of the contract or arising out of or caused by any breach by the Supplier of the contract terms.
- In connection with any such liability, claims, proceedings, costs, loss or damage, the Supplier shall provide all such facilities, assistance and advice as Peugeot may request for the purpose of contesting the same and further shall if so requested by Peugeot accept as final and binding the decision of any Court (whether in the United Kingdom or anywhere in the world) in relation to the same. The Supplier shall indemnify Peugeot against all legal costs and fees in connection therewith.

## 17. INTELLECTUAL PROPERTY RIGHTS

- The Supplier warrants that goods and parts of goods not of Peugeot design do not infringe any patent, trade mark, registered design or any other like protection or the provisions of any statutory instrument or regulation for the time being in force in any country and agrees to indemnify and hold harmless Peugeot against all judgments, decrees, costs and expenses resulting from any infringement. The Supplier agrees that he shall upon receipt of a request from Peugeot and at the Supplier's own expense, defend or assist in the defence of any action which may be brought against Peugeot or those selling or using any of Peugeot's products by reason of any such infringement or alleged infringement. If the holder of any intellectual property right which has been infringed by the Supplier requires that Peugeot shall enter into a licence agreement to cover Peugeot's use of goods which infringe such intellectual property right, the Supplier shall indemnify Peugeot against all costs and fees arising in connection with such licence agreement.
- In no case will Peugeot be under any liability to the Supplier in respect of any actual or alleged infringement of patent or other rights of third parties in relation to the goods specified herein, their manufacture, testing or sale, and in connection with any services provided except to the extent, if any, that such infringement or alleged infringement occurs by reason of Peugeot's designs or manufacturing or testing methods specified by Peugeot.
- Subject to the terms of any specific agreement reached with the Supplier, the Supplier agrees that if in the course of the contract any invention is made either by the Supplier alone or in conjunction with Peugeot which is capable of forming the subject of a patent or registered design or any similar intellectual property right the Supplier shall advise Peugeot forthwith and Peugeot shall have the option either to make such application as it sees fit in its name and at its expense for any intellectual property right or to require the Supplier to take the necessary action at its expense and to grant to Peugeot such licence as Peugeot may require under such intellectual property right. The provisions of this Sub-Clause, unless otherwise agreed, do not relate to proprietary or industry standard items.
- The copyright of all written material and drawings, both technical and artistic, visual and creative concepts, photographs, computer generated artwork and all work produced in the performance of the contract specified overleaf and designed on behalf of Peugeot is the property of Peugeot at all times, whether before, during or after the contract has been completed.

## 18. SPECIAL TOOLING

Where tooling has been part paid or paid in full by Peugeot, including where this is amortised in the cost, this tooling becomes and remains the property of Peugeot and no other party, before, during and after the contract.

## 19. SALES TO THIRD PARTIES

The Supplier agrees not to sell items made to Peugeot's specification to any person, firm or company except with Peugeot's permission in writing.

## 20. CONFIDENTIALITY

- The Supplier shall at all times maintain absolute confidentiality surrounding all discussions and dealings between the Supplier and the employees of Peugeot involved in performing / assisting the contract specified overleaf.
- The Supplier shall not use Peugeot's name for any publicity, promotion or advertising purposes without Peugeot's prior written permission.
- The Supplier undertakes to keep secret and not to divulge to any third party any information, designs, documents or drawings given by Peugeot to the Supplier for the purposes of the contract which will be and remain the exclusive property of Peugeot and be kept confidential at all times.

## 21. CONFLICT OF INTEREST

The Supplier shall declare to Peugeot any instance or potential instance of conflict of interest immediately that that conflict or potential conflict becomes evident.

## 22. CONSTRUCTION INDUSTRY - TAX CERTIFICATES

The Supplier shall advise Peugeot whether under the provisions of the Finance (No. 2) Act 1975 or any regulations made thereunder or any modification or re-enactment thereof ("The Act") he holds or does not hold a sub-contractor's tax certificate and shall indemnify Peugeot against the consequences of the Supplier failing to give the correct information and if the Supplier

does hold such a certificate the Supplier shall in connection therewith produce to Peugeot all necessary identification and other documents and shall forthwith advise Peugeot of any changes thereto and without prejudice to the generality of the foregoing shall comply with all the requirements of the Act and shall indemnify Peugeot against any consequences of the Supplier's non-compliance therewith.

## 23. HEALTH AND SAFETY

- The Supplier shall at all times during the course of the contract comply with the provisions of the Health and Safety at Work etc. Act 1974 and the Environmental Protection Act 1990 and any regulations made thereunder or any subsequent modifications or re-enactments thereof currently in force and shall indemnify Peugeot against any consequences of the Supplier's non-compliance therewith.
- The Supplier must comply with the Contractor's Fire, Safety and Security Rules as issued by Peugeot.
- Where applicable, the Supplier should provide Peugeot with safety data sheets for hazardous products.

## 24. BREACH OF CONTRACT OR LIQUIDATION

Peugeot shall have the right to terminate the contract with the Supplier forthwith if:

- The Supplier shall have failed to remedy any breach of these Conditions within thirty days of a written request from Peugeot specifying the nature of the breach and requiring its remedy or
- The Supplier shall go into liquidation whether voluntary or compulsory (save for the purposes of amalgamation or reconstruction) or have a receiver of its assets appointed or in any other way cease to carry on business in the normal way. Any such termination shall be without prejudice to the rights of Peugeot subsisting at the date of such termination. In the event of any such termination Peugeot shall have the right to enter upon the premises of the Supplier in order to remove any of Peugeot's property including drawings, both technical and artistic, visual and creative concepts, photographs, computer generated artwork or the like as well as all works in progress including materials and any goods where part payment has already been made. The Supplier and / or its liquidator or receiver shall ensure that all necessary assistance is afforded to Peugeot in order to effect such entry and removal. In the event of the Supplier being unable to perform the services required Peugeot reserves the right to terminate the contract forthwith and to request another party (if so required) to provide such services.

## 25. LIABILITY FOR CLAIMS

In the event of this order involving the carrying out of work and / or services by the Supplier and / or its sub-contractors on land and/ or premises of Peugeot, the Supplier will keep Peugeot indemnified against:-

- All fines, penalties, losses (including loss of profits) and costs incurred by reason of the Supplier's breach of any statutes, bye-law or regulation.
- Any liability, loss (including loss of profits) claim or proceedings whatsoever under Statute or Common Law:
  - In respect of personal injury to, death of, any person whatsoever.
  - In respect of any injury or damage whatsoever to any property real or personal, arising as a result of any act or omission of the Supplier or as a result of the negligence of the Supplier.

The Supplier will adequately insure against its liability arising out of the provisions of this Clause and will produce to Peugeot on demand, the policies of the insurance with current renewal receipts therefor. The Supplier's general liability must be insured for a sum being not less than five million pounds in respect of each claim.

## 26. AUDIT

Peugeot reserves the right at all times to request the Supplier to provide full documentary proof of each and every transaction between the Supplier and Peugeot and to justify his costs by means of a full detailed explanation and breakdown in a form and manner required by Peugeot.

## 27. NON TRANSFERABLE

The contract which exists between the Supplier and Peugeot is personal and non transferable and the benefit of the contract may not be assigned to any other party.

## 28. AMENDMENTS

Any amendments to these terms and conditions will be mutually agreed upon by both Peugeot and the Supplier. These amendments, if any, will be attached to the front of the Purchase Order.

## 29. JURISDICTION - LAW APPLICABLE

The parties will endeavour to settle amicably any differences connected with the interpretation or execution of the contract.

If they do not succeed the Law of England shall apply and it is agreed that the contract shall be deemed to have been made in England and that the Courts of Law in England shall have jurisdiction to entertain any action in respect thereof.

## 30. CLAUSE HEADINGS

Clause headings are inserted for convenience only and do not affect the construction of these Terms and Conditions.

**APPENDIX D**

**APPLICATION FOR PAYMENT  
PROFORMA**

**APPENDIX ONE**  
**PROGRESS ANALYSIS FORM**

CONTRACT .....

SUBCONTRACTOR .....

1. **CONTRACT VALUATION**

Interim Claim No. .... Date .....

Subcontract Tender Sum .....

Delete Provisional Sums & Contingencies .....

Nett Contract Sum .....

Value of Variations Instructed .....

Total Contract Value to Date .....

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	Subcontractor's Valuation	Consultant's Valuation
Value of Unfixed Materials on Site (refer to attached sheet 2)	.....	.....
Value of Contract Work Executed (refer to attached sheet 3)	.....	.....
Value of Variation Work to Date (refer to attached sheet 4)	.....	.....
TOTAL	.....	.....

Notwithstanding any previous payments, we certify payment is due up to a gross value of  
£.....

Signed ..... Date .....

On Behalf Of .....



2. SCHEDULE OF UNFIXED MATERIALS STORED ON SITE

<u>MATERIAL</u>	<u>QUANTITY</u>	<u>VALUATION</u>
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We confirm that we have good title to all the materials listed above and that there is no retention of title on any item in this list.

Signed for Contractor .....

Designation .....

3. PROGRESS ANALYSIS OF CONTRACT WORK

<u>SECTION</u>	<u>CONTRACT VALUE</u>	<u>% COMPLETE</u>	<u>CLAIM</u>
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TOTAL £

4. PROGRESS ANALYSIS OF VARIATION WORK

<u>INSTRUCTION NO.</u>	<u>INSTRUCTION VALUE</u>	<u>% COMPLETE</u>	<u>CLAIM</u>
	<u>ADD</u> <u>DELETE</u>		

TOTAL            £ \_\_\_\_\_

5. VALUE OF PRICE FLUCTUATIONS

BASE MONTH .....

WEIGHTINGS:

LABOUR .....% MATERIALS .....%

NON ADJUSTABLE ELEMENT .....

INDICES AT BASE MONTH:

LABOUR ..... MATERIALS .....

INDICES AT CLAIM MONTH:

LABOUR ..... MATERIALS .....

DETAILS OF CALCULATIONS

TOTAL £ \_\_\_\_\_