

Contracts!

14th February 2019

Mark Stephens RIBA MRIAI

Building Contract

Employer:

Contractor:

Architect:

Works:

Date:



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The Contractor agrees to complete the Works and the Employer agrees to pay the final Contract Sum.

Contract Details

The Employer: Name:
 Address:

 Signed: Seal:
 Date:

The Contractor: Name:
 Address:

 Signed: Seal:
 Date:

The Architect: Name:
 Address:

 R.I.A.I. Membership Number

The Quantity Surveyor: Name:
 Address:

The Works: Site Address:

 Description:

The Contract Sum: €:

The Contract Documents:

Drawings:

Specifications:

Bill of Quantities:

Contract Information

Clause No:

3.1 The Agreed Date:

3.2 The Starting Date:

3.2 The Finishing Date:

2.5 Liquidated Damages: e per

2.6.1 Interval for Certificate Issue:

2.6.3 Retention Percentage:

2.6.3 Retention Limit:

2.6.4 Location of Joint Account:

2.6.5 Defects Period:

5.1.1 Minimum Sum for Public Liability Insurance:

The following clauses are the terms and conditions applying to this Contract entered into by the Employer and the Contractor to build the Works for the Contract Sum.

The Works

1

1.1 Contract Control

The Works shall be built in accordance with the Contract Documents (all of which are signed and identifiable) which are deemed to contain any items which might be reasonably inferred as being included even if not specifically described. The Architect shall decide on the correct interpretation of any omission or discrepancy in these documents.

All materials and workmanship shall be described in the Contract Documents and the Contractor may be required to confirm that this is so by documentation. Any tests required shall be carried out by the Contractor who shall be paid unless the cost is included in the Contract or if the test fails.

The Contractor shall open up, at the Architect's request, any work which has been covered and the Architect shall carry out an inspection as soon as is practicable. If the work has been covered up after a direction not to or if the work uncovered is not in accordance with the Contract Documents, then the Contractor shall pay the costs arising; otherwise the Employer shall pay the costs arising.

The Architect, as agent of the Employer, may issue instructions in regard to:

- 1.1.1. Varying the design, quality or quantity of the Works. These are described as variations.
- 1.1.2. Opening up work for inspection.
- 1.1.3. Postponing any work.
- 1.1.4. Rectifying any works which, in his opinion, do not conform with the Contract Documents.
- 1.1.5. Any other matter concerning the Contract, but not the varying of the terms and conditions of the Contract itself.

The Contractor shall carry out any instruction issued by the Architect. Any variation which results will be valued in accordance with Clause 2.2. Any oral instruction shall be confirmed in writing by the Contractor to the Architect within five days, and if not questioned by the Architect after a further five days shall be taken as confirmed. Where the instruction is in writing and the Contractor does not start to implement the instruction within five days the Employer may have the work referred to in the instruction carried out by others and any additional cost will be at the Contractor's expense.

An Architect's instruction which is of a kind which might not have been reasonably expected in the Contract will entitle the Contractor to compensation to be agreed by the Architect.

1.2 Contract Documents:

- 1.2.1 If a Bill of Quantities has been prepared and is a Contract Document the quality and quantity of the work described in it shall, taken with the other Contract Documents, constitute the Works. The Bill, unless expressly stated otherwise, shall be prepared in accordance with the latest Agreed Rules of Measurement prepared by the Society of Chartered Surveyors and the Construction Industry Federation and agreed by the Royal Institute of the Architects of Ireland.

Any error in the Bill of Quantities shall be dealt with as a variation. The cost of any remeasurement asked for by the Contractor under this sub-clause and found not to be justified shall be charged to the Contractor.

- 1.2.2. If a Bill of Quantities has been prepared and is not a Contract Document the quality and

quantity of the Works shall be as described in the drawings and specification. The rates in the Bill of Quantities shall be used for valuing variations.

1.2.3. If no Bill of Quantities has been prepared the Contractor shall provide a Schedule of Rates.

1.2.4. The Contract Documents shall be kept by the Architect and will be available to the Contractor if required. The Contractor shall receive two copies of the Contract Documents and any further drawings issued, without charge. A copy of all drawings and the specification shall be available on site.

1.2.5. The Contractor and the Quantity Surveyor shall be entitled to make one copy of the Bill of Quantities or the Schedule of Rates and the originals of both shall remain the property of the Contractor, shall be confidential and shall be returned to the Contractor on completion if requested.

1.3 Statutory Notices:

The Contractor shall comply with the requirements of any Act, Statutory Instrument, Local Authority or Public Service Company and any fees paid by the Contractor shall be repaid by the Employer.

1.4 Setting Out:

The Architect shall provide the Contractor with sufficient information to set out the Works accurately. The Contractor shall be responsible for setting out the Works.

1.5 Site Staff:

The Contractor shall employ adequate site staff to control and manage the project and any instruction given to them by the Architect shall be a valid one.

The Employer may employ site staff who shall act at all times under the direction of the Architect.

The Architect, or anyone authorised by the Architect, is entitled to access to the works and any place where work is being prepared before delivery to the site.

1.6 Sub-Contracts:

The Contractor may not assign this contract or sub-let any of it without the Architect's consent. If the Contractor, or a Nominated Sub-Contractor, sub-contracts work they remain responsible as if they had not sub-contracted. Where the contract documents provide for it, the Architect may nominate a Sub-Contractor.

1.6.1. Nominated Sub-Contractors can only be objected to by the Contractor on grounds which the Architect considers reasonable, or where the Nominated Sub-Contractor will not agree to sign the standard form of appointment published by the Construction Industry Federation. Any collateral agreement between the Employer and the Nominated Sub-Contractor shall be in the standard form published jointly by the Royal Institute of the Architects of Ireland, the Society of Chartered Surveyors and the Construction Industry Federation, and it is assumed that the conditions of the main contract form can be amended to accept the collateral agreement.

If the Nominated Sub-Contractor does not sign a collateral agreement than the

Employer shall not be liable in any way to the Nominated Sub-Contractor and the Contractor shall be responsible for any work carried out and materials supplied by the Sub-Contractor, but the Contractor shall not be responsible for any design work carried out by the Sub-Contractor. If the Nominated Sub-Contractor does not complete his work under the terms of this contract, and if another Sub-Contractor is nominated promptly by the Architect, then the Contractor will be liable for any delay in completing the Works but shall not be liable for any increase in cost.

- 1.6.2.** The Contractor must pay the Nominated Sub-Contractor any certified sum within five days of his being paid by the Employer. The Contractor may deduct retention money and any agreed cash discount.

The Architect may ask the Contractor for confirmation that the Nominated Sub-Contractor has been paid any previous amount certified and if the Architect is not satisfied with regard to these payments he may certify these amounts directly.

If any Nominated Sub-Contractor finishes his work and is entitled to final payment before the issue of the final certificate, the Architect can certify a final payment subject to an indemnity being received by the Contractor from the Sub-Contractor with regard to latent defects. In this case the retention fund may be reduced as appropriate and the Contractor will be free from any liability for the work with the exception of any latent defects.

- 1.6.3.** If the Architect specifies particular materials or goods from a supplier then this firm becomes a Nominated Supplier.

1.7 Artists or Specialists

The Employer may engage artists or other specialists to carry out work which would not normally be part of a building contract. The Contractor shall be paid for any extra that might arise from this work and which was not included in the Contract and shall be entitled to payment for any assistance given. The cost of the work itself shall be paid by the Employer.

The Contract Sum 2

2.1 Legislation

If, after the agreed date, any legislative decision affects the cost of the Works then the Contract Sum shall be adjusted as required.

2.2 Variations

- 2.2.1.** Variations shall be valued by the Architect or Quantity Surveyor in the presence, if requested, of the Contractor or his representative. The Contractor shall be given a copy of the valuation before the issue of the next certificate.

- 2.2.2.** The value of variations shall be calculated as follows:-

- a) The rates in the Bill of Quantities or in the Schedule of Rates shall be used where the work involved in the variation is of the same character to which the rates apply. If the omission of any work affects the nature of subsequent work then paragraph b) will apply.
- b) Where the work, or the conditions under which it is carried out, is different from that envisaged in the Bill or Schedule then these rates shall be used as far as possible. If this cannot be done the valuation shall be based on rates for similar work in the same locality.

- c) If the Architect decides that neither a) nor b) can apply then the Contractor will be allowed day-work rates as listed in the Bill of Quantities or Schedule of Rates. If no rates are listed then those rates agreed by the Society of Chartered Surveyors and the Construction Industry Federation and approved by the Royal Institute of the Architects of Ireland shall apply.

In the case of Nominated Sub-Contractors the rates shall be those agreed between the Society of Chartered Surveyors and the appropriate body representing the Sub-Contractor.

The Architect shall be entitled on a weekly basis to details of the workmen and the materials involved in any variation work.

2.3 Omitted Work

If a variation involves the omission of any work which is so extensive as to cause the Contractor loss or expense with regard to work carried out before he was notified of the variation, then the Architect shall add an appropriate amount to the Contract Sum.

If the final account shows a credit on the Contract Sum, the Contractor shall be entitled to 10% of that credit. Adjustments arising from provisional or contingency items, or arising under the price variation clause, shall not form part of this calculation.

2.4 Provisional Sums

Sums which are included in the Contract Sum to deal with Nominated Sub-Contractors, Nominated Suppliers, or other specified items shall be spent at the direction of the Architect.

Any discounts shall be credited to the Employer except for any discount for prompt payment by the Contractor to a Nominated Sub-Contractor or Supplier.

2.5 Late Finishing

If the Works are not practically complete by the stated finishing date, or any date extended under Clause 3.2, and if the Architect is satisfied that the works should have been completed, then the Architect will inform the Employer that he is entitled to liquidated damages as set out in this Contract until such time as the Architect certifies that the Works are practically complete, and the Employer may set these damages off against any sum due under the Contract.

If any delay is caused by the Employer, and the Contractor gives prompt notice of this delay, the Contractor will be entitled to any loss directly caused by this delay.

2.6 Payment

2.6.1. At the agreed periods the Contractor may apply to the Architect for Payment and shall be entitled to a certificate within five days. The certificate shall state the amount due to any Nominated Sub-Contractor or Nominated Supplier. The Employer shall pay the amount certified within seven days. The Contractor can ask for an explanation if the amount certified is less than the amount claimed.

2.6.2. Interim certificates shall be for the total value of the work which, in the Architect's opinion has been properly executed, together with the cost of any items either delivered to the site or prepared specifically for the Works. These items become the

property of the Employer when payment has been made, including items that have been ordered from a supplier or a sub-contractor, and the Architect shall be notified of any restrictions regarding retention of title. The Contractor remains responsible for the safety of these items.

If the Architect decides to include any items in an interim certificate before they are delivered to the site, the Architect must be satisfied that these items are complete, identifiable and traceable and are specifically prepared for the Works.

- 2.6.3.** Interim certificates shall be reduced by the agreed retention percentage until the retention limit is reached, after which certificates shall be for the full amount of the work properly completed.

The money retained shall either be held in trust by the Employer for the Contractor but without any obligation to invest it, or it shall be paid into a joint account as later described. When the Architect certifies that the Works are practically complete the Contractor is entitled to receive half the retention fund, but at any time during the course of the Contract the Employer shall be entitled to use the retention money in accordance with these Contract Conditions. The final certificate shall include the remainder of the retention money.

- 2.6.4.** If the parties agree to the retention money being paid into a joint account under the joint names of the Employer and the Contractor at an agreed bank, the interest due on the account shall be payable to the Contractor.

Payments from the joint account shall be made to either party to the Contract only at the direction of the Architect. The provisions of clause 2.6.3 shall apply to this joint retention account.

- 2.6.5.** When the Architect issues the Certificate of Practical Completion, the Contractor shall provide all the necessary documents required to calculate the final account within three months, and only these documents shall be used for these calculations. The Architect shall proceed to complete the final account either within six months of receiving the necessary documents or at the end of the Defects Liability Period whichever is later.

When, at the end of the defects period, the defects listed by the Architect have been made good, the Architect shall notify the parties to the Contract of the proposed final Contract Sum and unless the parties request that the matter be referred to arbitration, the final certificate shall be issued within ten days of the first notice.

- 2.6.6.** The final certificate shall be conclusive evidence that the final cost of Works has been properly calculated.
- 2.6.7.** In the case of either an interim or a final certificate the Contractor shall be entitled to interest on any amount outstanding after seven working days after the issue of the certificate at the Dublin Interbank Overnight Rate.

2.7 Price Variations

No account shall be taken in any payment to the Contractor under this Contract of any increase or decrease in the cost to the Contractor of any labour, materials, plant or other resources employed in carrying out the Works except for any increase or decrease caused directly by Legislative Enactment, Statutory Instrument or Ministerial Order.

3.1 Agreed Date and "Days"

After the tender has been accepted an agreed date shall be set from which to calculate any variations which might arise under Clause 2.7.

Days mentioned in this Contract shall be working days as is normal in the Construction Industry.

3.2 Starting and Finishing

The starting date and the finishing date shall be agreed by the parties to the Contract.

The finishing date may be extended by the Architect, taking all relevant factors into account, if the Architect is satisfied that the Contractor has been delayed because:

- 3.2.1. Of circumstances beyond the control of the parties.
- 3.2.2. The site was not available at the starting date.
- 3.2.3. The weather was unusually bad.
- 3.2.4. Of damage covered by insurance.
- 3.2.5. Of industrial disputes.
- 3.2.6. Of Architect's instructions, late instructions or actions of the Employer.
- 3.2.7. Of delay caused by parties outside the Contract.

The Contractor shall notify the Architect immediately of any delay and the reasons for it. If the delay is caused by the events listed in 3.2.2., 3.2.6. or 3.2.7., the Contractor shall be entitled to any extra cost as well as the time.

3.3 Completion

When the Architect is satisfied that the building can be used for the purpose for which it was built then he shall issue a Certificate of Practical Completion.

When this certificate is issued the following occurs:

- 3.3.1. The defects period commences.
- 3.3.2. The Employer becomes responsible for insurance.
- 3.3.3. Half of the retention fund is paid to the Contractor.
- 3.3.4. The time programme for the calculation of the final account shall commence.

The Architect shall issue a list of defects either during the defects period or not later than twenty days after the end of the defects period. These defects shall be repaired by the Contractor at his own cost.

If the Works are to be completed in phases then the Architect can certify the appropriate phase as being complete and any clause referring to completion in full shall then refer to partial completion in proportion.

Disputes

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4.1 Termination

- 4.1.1. The Employer will be entitled to terminate the Contract, after reasonable notice, if in the opinion of the Architect the Contractor is not complying with the Architect's instructions or the conditions of this contract. The Architect shall then inform the Contractor. The Employer shall be entitled to the use of any plant or of materials on site for which a certificate has provided payment.
- 4.1.2. If the Contractor becomes bankrupt, or if a receiver, liquidator or examiner is appointed the Employer shall be entitled to terminate the contract.
- 4.1.3. In the case of any termination the Employer shall be entitled to complete the works using any materials and plant on the site and after completion the Architect will certify any amounts due to the Employer for expenses incurred in the termination or due to the Contractor from the sale of any plant or materials.
- 4.1.4. When the Contract has been terminated by the Employer the Architect may secure the site, any materials and plant and the cost of doing this shall be a charge to the Contractor.
- 4.1.5. The Contractor shall be entitled to terminate the Contract if he is not paid within twenty days of the issue of any certificate and the finishing date shall be extended after termination by the Architect for a period of twice the length of time taken to honour the certificate.
- 4.1.6. The Contractor shall be entitled to terminate the Contract if the Employer becomes bankrupt or if a receiver, liquidator or examiner is appointed. The Contractor shall be entitled to any costs or damages arising from this termination and the Architect shall certify the amount.

4.2 Dispute Resolution

- 4.2.1. Conciliation: In the case of a dispute between the parties the matter shall be referred to conciliation in accordance with the procedures agreed between the Royal Institute of the Architects of Ireland, the Society of Chartered Surveyors and the Construction Industry Federation.
- 4.2.2. Arbitration: If conciliation fails to resolve a dispute it shall be referred to Arbitration. Any matter in dispute between the parties which arises from this Contract (including the replacement of the Architect or the Quantity Surveyor) can be referred to Arbitration. If the parties cannot agree to an arbitrator, they may request the President of the Royal Institute of the Architects of Ireland to nominate an Arbitrator after consultation with the President of The Construction Industry Federation. The Arbitration shall be governed by the Arbitration Acts.

Insurance

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5.1 Liability of the Parties

The Insurers or Insurance Brokers to both the Employer and the Contractor shall agree on the insurance provisions and shall advise the parties of any proposals to depart from the provisions of Clauses 5.1 to 5.3.

- 5.1.1. Loss or damage to physical property and of personal injury and death which arise in connection with the Contract, except those as set out in 5.1.2. is the responsibility of the Contractor or the Employer, as agreed, and the Contractor or the Employer, as

agreed, shall maintain appropriate insurance cover from the starting date until the issue of the Certificate of Practical Completion.

5.1.2. Claims arising from the following shall be the responsibility of the Employer:

- a) Loss or damage to property (excluding the Works), nuisance or interference with the occupation of the site which is the unavoidable result of the Contractor's operations or negligence or breach of any statutory duty by the Employer or any of his agents.
- b) Damage to the Works, plant or materials which arises from faulty design by the Employer.
- c) Damage to existing structures caused by the Contractor's operations in the case of alterations or extensions to those structures.

5.2 The Works

The Contractor or the Employer, as agreed, shall be responsible for insuring the Works from the starting date until the issue of the Certificate of Practical Completion. The Contractor shall clear the site, repair any damage caused to the Works and pay any fees under the Insurance Policy and shall be paid for this work from the money received under the policy which is to be lodged in a joint bank account in the names of the Employer and Contractor and released on Certificates of the Architect.

5.3 Insurance Policies

- 5.3.1.** Each party is liable for and indemnifies the other against claims, proceedings, compensation and costs for loss of or damage to physical property (excluding the Works), personal injury and death caused by the risks carried by each party, adjusted to the extent that the other contributed to the loss or damage.
- 5.3.2.** The Contractor or the Employer shall submit the Policies and Certificates to the Architect before the starting date for his approval.
- 5.3.3.** The Insurance Policies shall specify any exclusions. If any damage occurs as a result of events arising from the exclusions, the costs shall not be taken into account when calculating amounts payable to the Contractor under the Contract. If, as a result of damage arising from an excluded risk, it appears appropriate to the Employer, the Contract may be determined and in the case of a dispute, either party may request a conciliation or arbitration.

Articles of Agreement

made the day of 20

between*

of (or whose Registered Office is situated at)

.....

(hereinafter called "the Employer") of the one part and*

.....

of (or whose Registered Office is situated at)

.....

(hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous of

.....

(hereinafter called "the Works") at

.....

and has caused drawings (hereinafter called "the Contract Drawings") and a Specification describing the work to be done to be prepared by or under the direction of

of

..... his Architect.

And whereas the Contractor has made an estimate of the sum which he will require for carrying out the said Works as shown on the tender dated and has furnished a Schedule of Rates in conformity with the requirements of the Conditions referred to hereafter;

And Whereas the said Contract Drawings numbered

.....

and the said Specification have been signed by or on behalf of the parties hereto:

Now It is Hereby Agreed as Follows:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed hereto execute and complete the Works shown upon the Contract Drawings and/or described in the Specification and Conditions all of which together with this Agreement are hereinafter referred to as "the Contract Documents".
 2. The Employer will pay the Contractor the sum of
- (€) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable by virtue of the said Conditions at the time and in the manner specified in the said Conditions.

**Where any of the parties to this Agreement is a partnership the parties shall be described as "..... and " (the names of the individual partners) trading as "....." (the partnership name) and all the partners shall sign the agreement.*

OTHER CONTRACTS

Articles of Agreement

made the day of 20
 between*
 of (or whose Registered Office is situated at)

(hereinafter called "the Employer") of the one part and*

of (or whose Registered Office is situated at)

(hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous of

(hereinafter called "the Works") at

and has caused drawings (hereinafter called "the Contract Drawings"), a Specification and Bill of Quantities describing the work to be done to be prepared by or under the direction of

of his Architect.

And whereas the Contractor has made an estimate of the sum which he will require for carrying out the said Works as shown on the tender dated and has furnished a Bill of Quantities fully priced in ink;

And Whereas the said Contract Drawings numbered

and the said Specification and the said priced Bill of Quantities have been signed by or on behalf of the parties hereto:

Now It is Hereby Agreed as Follows:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed hereto execute and complete the Works shown upon the Contract Drawings and/or described in the Specification, Bill of Quantities and Conditions all of which together with this Agreement are hereinafter referred to as "the Contract Documents".

2. The Employer will pay the Contractor the sum of

(€) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable by virtue of the said Conditions at the time and in the manner specified in the said Conditions.

"Where any of the parties to this Agreement is a partnership the parties shall be described as "..... and (the names of the individual partners) trading as "....." (the partnership name) and all the partners shall sign the agreement.

OTHER CONTRACTS

Articles of Agreement

made theday of 20

between

of (or whose Registered Office is situated at)

(hereinafter called "the Employer") of the one part and

of (or whose Registered Office is situated at)

(hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous of

(hereinafter called "the Works") at

in accordance with the drawings (hereinafter called "the Contract Drawings") numbered

and the Specification marked "A".

And whereas the Contractor has agreed a sum for the execution of the Works:

And whereas the said Contract Drawings, Specification, Conditions and this Agreement (hereinafter called "the Contract Documents") have been signed by or on behalf of the parties hereto:

Now it is Hereby Agreed as follows -

(a) The Contractor shall execute and complete the work herein referred to in accordance with the Contract Drawings, Specification and the Conditions annexed hereto for the consideration stated in Clause (b).

(b) The Employer will pay to the Contractor the sum of

€ (hereinafter referred to as "the Contract Sum") at the times and in the manner prescribed in the Conditions annexed hereto or such other sums as shall become payable as the result of any variations determined in accordance with the said Conditions.

OTHER CONTRACTS

OTHER CONTRACTS

CONTRACT	USE THIS FORM OF TENDER
PW-CF1	<i>FTS 1 – Public Works Contract for Building Works designed by the Employer</i>
PW-CF2	<i>FTS 2 – Public Works Contract for Building Works designed by the Contractor</i>
PW-CF3	<i>FTS 3 – Public Works Contract for Civil Engineering Works designed by the Employer</i>
PW-CF4	<i>FTS 4 – Public Works Contract for Civil Engineering Works designed by the Contractor</i>
PW-CF5	<i>FTS 5 – Public Works Contract for Minor Building or Civil Engineering Works designed by the Employer</i>
PW-CF6	<i>FTS 6 – Public Works Short Form of Contract</i>
PW-CF7	<i>FTS 7 – Public Works Investigation Contract</i>
PW-CF8	<i>FTS 8 – Public Works Short Form of Investigation Contract</i>
PW-CF10	<i>FTS 11 – Public Works Contract for Early Collaboration</i>
PW-CF11	<i>FTS 12 -Term Maintenance and Refurbishment Contract</i>
Reserved Specialist	<i>FTS 13 – Conditions of Sub-Contract (NN) published by the CIF</i>

Tender

To	The Employer	<input type="text"/>
	Address of Employer	<input type="text"/>
	For the attention of	Name of contact person identified in tender documents
Date:		<input type="text"/>
Regarding:	The Project	<input type="text"/>

A Dhaoine Uaisle

We have examined and understand the **Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer**, the Works Requirements, the Pricing Document, and Novated Design Documents¹ as amended by any supplemental information, for the above contract.

Terms used in this Tender that are defined in those documents have the same meaning in this Tender.

We submit with this Tender the completed Pricing Document and Schedule and Works Proposals which form part of this Tender. We adopt the Novated Design Documents as our Works Proposals.

We offer to complete the Works on the terms of and in conformity with the documents referred to in the preceding paragraph for the lump sum of

euro excluding all VAT

as adjusted in accordance with the contract.

In preparing this Tender we have taken account of the obligations relating to employment protection and working conditions that are in force in the place where the works are to be carried out, including the contract requirements.

In consideration of your providing us with the contract documents, we agree not to withdraw this offer until the later of:

- (a) days³ after the end of the last day for submission of this Tender
- (b) expiry of at least 21 days written notice to terminate this Tender given by us, which may not issue prior to the expiry of the period at (a)

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive.

We agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under clause 12.6 of the Conditions of the contract on termination under clause 12.5 of the Conditions of the contract.

We also agree that should a dispute arise under any contract formed by acceptance of this Tender that is referred

¹ If the tenderer is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland

² Please refer to www.revenue.ie for details of current rates of VAT

³ If not otherwise specified, read as 180 days

OTHER CONTRACTS

OTHER CONTRACTS

Building Contracts

RIBA Concise Building Contract 2018



RIBA Domestic Building Contract 2018

