

Invitation to subcontractor

To:

CAHS74U-S13

OBJECT:.

VIAConstruction Ltd would like to invite *ConcreteSub Ltd* to tender for the concrete works concerning the project SVANEKØKKENET ÅRHUS. The project covers the erection of an office building with 2 storeys and the establishment of roads, paths and parking areas.

The Tender form will be required to be completed and delivered on 28/03/2013 at the following address: Kollevaengiet 24/205 8700 Horsens.

FORM OF TENDER:

- Type of tender: Restricted tender.
- Type of contract: Sub-contract agreement.
- Criteria for the award: Lowest price.
- Number of participants:

PRE-MEETING:

ConcreteSub Ltd will be invited to an on-site pre-meeting on 24/03/2013, in Kollevaengiet 24/205 8700 Horsens, in order to discover the project and discuss with the design team and VIAConstruction Ltd.

TENDER MATERIAL:

- Tender Letter;
- CCTP (Trade Specifications), (*date*);
- Drawing List, (*date*);
- Plans according to the Drawing list;
- Estimated Planning, (*date*)
- Tender form.

EXECUTION TIME:

The execution of the project, in its entirety, will be from 01/04/2013 to 01/04/2014.

CONDITION FOR AWARDING THE CONTRACT

ConcreteSub Ltd must return the completed Tender form in a closed envelope no later than 28/03/2013 at the following address: Kollevaengiet 24/205 8700 Horsens.

If the bids are send by mail, it is the responsibility of the contractor that they arrive in due time at the place for tender.

The bids are binding for the bidder 70 days from the time of the tender.

SPECIFIC CONDITION FOR THE WORK:

General Conditions for Works and Supply 1992, GC92, is valid for the works, with the following changes and additions:

Payment conditions:

Upon written request to the client, the contractor has the right to have payment for work done, etc., once each month.

Application for payment shall be calculated at the end of the month so that it is with the client not later than on the 8th in the subsequent month. All invoices must indicate the file number, case number, project case and operating activity area (administration) as reference.

Handbook
For project and construction management

The payment deadline is 20 working days.

Applications for payments received later will be directed for payment at earliest in the following month.

Surety bond:

The subcontractor must, within 8 days of entering into a contract with the main contractor, establish a performance bond in accordance with GC 92's § 6 re surety. The performance bond must constitute 15% of the total contract sum excl. VAT.

The performance bond must be drawn up in accordance with GC 92's § 6

Delays:

The penalty is 1 ‰ of the contract sum (excluding VAT) for each started working day, which the set interim due dates or final termination is exceeded. To the extent that a delay is caught-up with no costs to the client, the penalty could be recovered, after the client's judgement, but the contractor has no claim in this regard. The client reserves the right to include the penalty or liquidated and consequential damages or compensation in the contractor's outstanding amount.

Terms for handing over:

The notice to the client for the work's completion must be understood such that the contractor, by putting his signature on the notice, is liable for all works and deliveries being completed, and that the total contractor has found through the checks he has carried out, including those for his subcontractors' works, that only defects that can be found during the use of the completed work can occur.

Before the handing over procedure, the defects and shortcomings of the total contractor must have been corrected. Any defects and shortcomings found during the handing over procedure will be listed on a defects and shortcomings list. The aforementioned list will be sent to the total contractor, who must return this within 14 days, with an endorsement that noted defects and shortcoming have been rectified.

Handbook
For project and construction management

If the aforementioned deadlines are not respected, or if control finds that the alleged defects and shortcomings are not properly remedied, the pursuit of the cost of remedying the deficiencies, also the cost of extra supervision and administration of these deficiencies' remediation, will be deducted from the contractor's receivable.

It is regarded as a serious shortcoming if the conditions for obtaining service authorization have not been fulfilled and if the quality control and production documentation has not been delivered.

CONTACT:

All questions must be send to VIAConstruction Ltd, Kollegievaenget 24/205 8700 Horsens, until the 14/03/2013.

Sincerely.

VIAConstruction Ltd