

# GB-Shrewsbury: RONB 143 - Replacement of Ventilation Ductwork to Quarry Pool Strip Out Work

## Competitive Contract Notice

1. Title: GB-Shrewsbury: RONB 143 - Replacement of Ventilation Ductwork to Quarry Pool Strip Out Work

2. Awarding Authority:

Shropshire Council



URL:

[www.shropshire.gov.uk](http://www.shropshire.gov.uk)

Contact: Procurement Manager, Attn: Procurement

3. Contract Type: Services

Sub Type: Maintenance and repair services.

4. Description: Ventilation ducting. This contract is for the strip out work for the replacement of ventilation ductwork at Quarry Swimming Pool to include the following:

Removal and disposal of existing ventilation ducting, slatted ceiling, light fittings and walkways with the ceiling void above the Quarry swimming pool. Works are to be completed by IRATA rope access certified operatives, including an IRATA Level 3 Supervisor.

5. CPV Codes:

39563530 - Ventilation ducting.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: RONB 143

9. Estimated Value of Requirement: Category I: 50K to 100K

Currency: GBP

10. Deadline for Expression of Interest: 21/12/2022 12:00:00

11. Address to which they must be sent:

Not Provided

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-RONB-143---Replacement-of-Ventilation-Ductwork-to-Quarry-Pool-Strip-Out-Work/TM5W7R4J98>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/TM5W7R4J98>

TKR-2022122-PRO-21636301

Suitable for VCO: No

Procedure Type:OPEN

Period of Work Start date: 27/01/2023

Period of Work End date: 24/02/2023

Is this a Framework Agreement?: no



Shropshire  
Council

Dear Bidder

**RONB 143 - REPLACEMENT OF VENTILATION DUCTWORK TO QUARRY POOL  
- STRIP OUT WORK**

**QUARRY SWIMMING & FITNESS CENTRE, PRIORY ROAD, SHREWSBURY SY1  
1RU**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- RONB 143 - Instructions to Tenderers
- RONB 143 - Tender Response Document
- 001-295-005-M-01 Location Plan-A3
- 001-295-005-M-02 Ground Floor Building Plan-A3
- 001-295-005-M-03 First Floor Building Plan-A3
- 001-295-005-M-04 lighting Layout Plan-A3
- 001-295-005-M-05 Ductwork Layout Plan-A3
- 001-295-005-M-06 Access Walkways Layout Plan-A3
- Draft JCT - Strip out works -The Quarry Pool
- JCT Minor Works 2016 Prelims-017913L21
- S22-02736 - SABC078 - Quarry Leisure\_AR
- SABC078 Asbestos Survey S22-02470 - September 2022
- Schedule of amendments to JCT Minor Works Building Contract 2016 Edition
- Schedule of Works - Quarry Pool Ceiling Strip Out
- Shropshire Council Property Services Group HAZRA
- Tender Sum Analysis – Building

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

The deadline for returning tenders is **noon on Wednesday 21<sup>st</sup> December 2022**, any tenders received after this time will not be accepted.

Tenders are to be submitted through Delta, our electronic tender portal.

Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents, you will have to individually load one document at a

time. Failure to submit by the time and date or by the method requested will not be accepted.

**Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

Tenders are received by post, facsimile or email

Tenders are received after **12 noon on the given deadline**

Ref. HAZRA – please read notes below:

Please find attached the Shropshire Council – Designers Hazard Identification & Risk Assessment document.

This document identifies the Health and Safety risks identified by the project Designer relating to the proposed project.

Under CDM Regulations (2015) a Construction Phase Plan (CPP), appropriate to the scale and nature of the works, is required for all construction projects to show how the contractor will plan and organise the work and safeguard the health and safety of all of those involved. The contractor will include within their submitted cost, the necessary measures and provision to comply with the identified items.

The **successful** contractor must complete and return the HAZRA documents to the project Designer in an agreed timescale.

The contractor should state in the 'Contractors Action/Remarks' column the steps they will take to address the risks identified by the designer. This document should then form part of the contractor's CPP. The form should make reference to other relevant documents, for example; risk assessments and method statements. For larger works the contractor will be expected to prepare a more detailed CPP.

### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

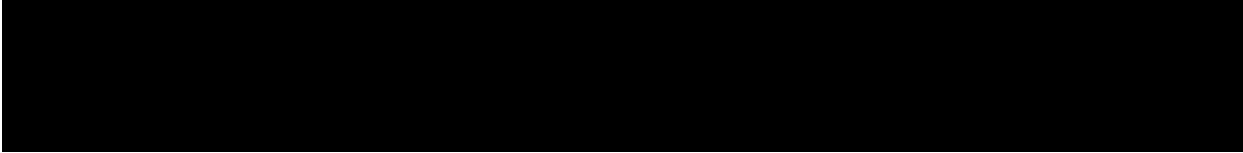
Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

### Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

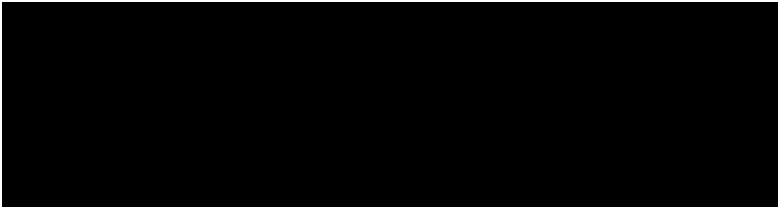
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.  
Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

If you have any queries relating to this invitation to tender, please contact me through the Delta Portal.



**IMPORTANT: Please ensure your company Health & Safety, DBS and Insurance Certification is up to date, otherwise you will not be awarded the contract.**

Yours faithfully





## **INSTRUCTIONS FOR TENDERING**

**RONB 143 - Replacement of  
Ventilation Ductwork to Quarry  
Pool - Strip Out Work**

## Shropshire Council Instructions for tendering

### **Contract Description:**

#### **Quarry Swimming & Fitness Centre, Shrewsbury**

The strip out work for the replacement of ventilation ductwork includes the following:

Removal and disposal of existing ventilation ducting, slatted ceiling, light fittings and walkways with the ceiling void above the Quarry swimming pool. Works are to be completed by IRATA rope access certified operatives, including an IRATA Level 3 Supervisor.

- a) Anticipated date for possession: 27/01/2023.
- b) Completion date: 23/02/2023.
- c) Date for despatch of tender documentation: 02/12/2022.
- d) Contract period: 4 weeks.
- e) Tender period: 3 weeks. return deadline of 12 noon on 21<sup>st</sup> December 2022

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## **1.0      Invitation to Tender**

- 1.1**      You are invited to tender for the provision of the replacement of duct work at Quarry Pool – Strip out Work as detailed in the Tender Response Document. The contract will be for 1 month.
- 1.2**      Tenders are to be submitted in accordance with the Schedule of Amendments, to JCT Minor Works Building Contract 2016 Edition and the draft JCT, and the instructions outlined within this document.
- 1.3**      Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4**      The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5**      Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6**      The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7**      The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8**      Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

## **2.0      Terms and Conditions**

- 2.1**      Every Tender received by the Council shall be deemed to have been made subject to the Schedule of Amendments, to JCT Minor Works Building Contract 2016 Edition and the draft JCT and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

**2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

### **3.0 Preparation of Tenders**

#### **3.1 Completing the Tender Response Document**

**3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

**3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

**3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

#### **3.2 Tender Preparation and Costs**

**3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

**3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

**3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

**3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

**3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

**3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

### **3.4 Warranty**

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

### **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 21<sup>ST</sup> December 2022.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

**4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

**4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

**4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

## **5.0 Variant Bids**

**5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

**5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

**5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

## **6.0 Tender Evaluation**

**6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

**6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

## **7.0 Clarifications**

**7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

**7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **14<sup>th</sup> December 2022**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.
- 8.0 Continuation of the Procurement Process**
- 8.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
  - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
  - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.
- 9.0 Confidentiality**
- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

**9.7 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

**10.0 Freedom of Information**

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

## **11.0 Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

**11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

**11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## **12.0 E-Procurement**

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

## **13.0 Award of Contract**

### **13.1 Award Criteria**

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

### **13.2 Award Notice**

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.



### **13.3 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

### **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this contract.

### **15.0 Acceptance**

**15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

**15.2** The Tender documentation including the Council's draft form of contract, the Tender Response document and these Instructions to Tender shall form the basis of the final binding agreement between the Contractor and the Council.

**15.6** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **27<sup>th</sup> January 2023**.

### **16.0 Payment Terms**

**Tenderers should particularly note** that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

### **17.0 Liability of Council**

**17.1** The Council does not bind himself to accept the lowest or any tender.

**17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

**17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

**17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise,

its participation in this procurement whether this procurement is completed, abandoned or suspended.

**17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

**18.0** The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

**19.0** **Declaration**

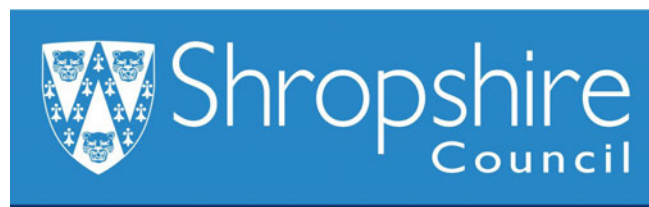
We, as acknowledged by the signature of our authorised representative, accept that we have read and understood these Instructions to Tender and agree to be bound by them when submitting our tender response. We confirm that all the responses provided within our tender response are true and accurate and acknowledge and accept that, if successful in being appointed as the Contractor, our tender responses shall be included as part of the final binding agreement between the Contractor and the Council.

# ***Quarry Swimming & Leisure Centre***

## **Schedule of Works**

### **Proposed Strip Out Above Quarry Pool**

2022



***PROPERTY SERVICES GROUP***

## Site Details

The project is subject to a fixed timescale as detailed below:

- a) Anticipated date for possession: 27/01/2023.
- b) Completion date: 23/02/2023.
- c) Date for despatch of tender documentation: 02/12/2022.
- d) Contract period: 4 weeks.
- e) Tender period: 3 weeks.

The successful Contractor is to order any specialist items of equipment required to complete these proposed works immediately upon being given the official order number by this department so as to allow time for delivery. The successful contractor should provide his Risk Assessment & Method Statement to this department without any undue delay.

Project includes works as detailed on plans, in the aforementioned preambles & specification, together with items below.

Any changes to the specification must be checked for compliance prior to works commencing.

The contractor is to be aware of any existing services, drains, cables etc, & should secure and protect all services at all times during the works and is responsible for reinstating any services damaged during the works. Where necessary, isolation of electrical and mechanical equipment to be removed will be arranged by PSG and completed by a Shropshire Council approved contractor.

The Contractor is to provide all necessary protection to the public, building occupants & is to ensure that the works are secure at the end of each working day & at weekends to prevent unauthorised access.

Establish access route with client's representative.

Establish site & form contractor's compound in agreed location. Erect "Herras" type fencing as appropriate to isolate all working areas & maintain throughout the duration of the contract.

## **TENDER 'A'**

(Proposed strip out of items within ceiling void within Quarry pool)

<b>ITEM</b>	<b>DESCRIPTION OF WORK</b>	<b>£</b>	<b>p</b>
A:01	<p>This Schedule of Work is to be read in conjunction with:</p> <ul style="list-style-type: none"> <li>The contract drawings; <ul style="list-style-type: none"> <li>001-272-005-M-01 Location Plan</li> <li>001-272-005-M-02 Ground Floor Building plan</li> <li>001-272-005-M-03 First Floor Building Plan</li> <li>001-272-005-M-04 Lighting Layout Plan</li> <li>001-272-005-M-05 Ductwork Layout Plan</li> <li>001-272-005-M-06 Access Walkways Layout Plan</li> </ul> </li> <li>The Particular Specification, including the preliminaries requiring compliance with the Health, Safety &amp; Welfare legislation contained therein.</li> </ul> <p>This schedule describes the scope of works &amp; requires the contractor to visit the site, take his own dimensions &amp; note all issues relating to access, segregation, temporary supplies &amp; welfare facilities, working within the site boundaries, &amp; compiling method statements to demonstrate risk assessment.</p> <p>This schedule will form a framework to support the Form of Tender &amp; cost monitor the project, but it is not a Bill of Quantities &amp; any omission or error in the Schedule does not constitute grounds for a variation or claim for extra payment by the contractor.</p> <p>The contractor should make appropriate allowances for attending meetings with the Employer and his / her representatives before commencement of the works &amp; during the process of the works.</p>		
	<b>SITE MANAGEMENT</b>		
A:02	<p>Pursuant with clauses and references in the Preliminary Section of the Particular Specification, &amp; the JCT Form of Contract used for his engagement, the Contractor should observe the following during his possession of the site:</p>		
	<ul style="list-style-type: none"> <li>As soon as is practical after the pre-contract meeting, arrange with Site Foreman / Agent &amp; Contract Administrator to take record photographs of the external &amp; internal areas forming part of the site compound &amp; work areas as a photographic record of condition against which to judge any claims for damage during the course of the works &amp; making good as required if appropriate.</li> </ul>		

	<ul style="list-style-type: none"> <li>To operate good 'housekeeping' practice in site tidiness to minimise likelihood of accidents arising or damage occurring. To secure the site against theft &amp; vandalism.</li> <li>To temporarily protect fabric &amp; finishes in the site area not subject to replacement or modification in this schedule to prevent damage or deterioration during works on site. To protect temporary openings against weather intrusion.</li> <li>To properly allow for thorough cleaning of the site on completion to remove dust, grease, dirt from all effected finishes including wall coverings, floor coverings and glazing.</li> </ul> <p>To strictly exclude unauthorised persons from the site in the contractor's possession &amp; notify the Contract Administrator of transgressors.</p>	
	<b>COMMUNICATION PROCEDURE</b>	
A:03	<p>Pursuant with the agenda discussed at the pre-contract meeting, the Contractor is to observe the following:</p> <ul style="list-style-type: none"> <li>Not under any circumstances to act on instruction from any person other than the Contract Administrator (CA) resulting in additional cost / scope of work EXCEPT reasonable requests from the Occupier's Site Manager on operational issues that require urgent attention, or to act promptly in response to an event to discharge Statutory obligation with regard to Health and Safety issues.</li> <li>To keep on site an agreed method of site direction by the Contract Administrator, which will be subject to formal confirmation by the CA in a Supervising Officer's Instruction (SOI) under the terms of the contract.</li> </ul> <p>To effectively contribute to cost monitoring &amp; financial management of the contract by promptly responding to the CA's requests for variation prices before issuing a direction, or within the time stipulated by the CA after direction so that S.O.I.'s &amp; variations can be monitored as works proceed. <b>Failure by the Contractor to observe cost feedback may result in non-payment of claims for extras owing to breach of agreed procedures during administration of the contract.</b> <i>Failing any agreement</i> between the Contract Administrator and the Contractor prior to carrying out the instruction the work will be valued by the CA under the terms of the JCT Contract.</p>	
A:04	<p>Any <u>correction of inconsistencies</u> in or between the Contract Drawings, the Contract Particular Specification and this Schedule of Works which results in an addition, omission or other change to be claimed by the Contractor as a variation shall be <b>notified immediately</b> to the CA for pricing and cost monitoring. Failure to communicate variations having cost implications as they occur may lead to circumstances of <u>failing any agreement</u> owing to retrospective claims by the Contractor and shall invoke the JCT conditions for resolution as described above.</p>	
	<b>DESIGN &amp; CERTIFICATION</b>	
A:05	<p>Any changes to the specification must be checked for compliance prior to works commencing.</p>	

	<p>The successful contractor will be required to create a construction phase health and safety plan detailing how they intend to undertake these works in a safe and efficient manner. Contractor's CPHSP is to be submitted to PSG for approval as soon as possible to prevent undue delay.</p> <p>Evidence of contractor's IRATA certification/qualifications are to be provided to PSG following successful tender submission.</p>	
	<b>SITE ESTABLISHMENT</b>	
A:06	<p>The Contractor is to allow for all temporary hoardings, boarding, warning signs, power and lighting as required to safely complete the removal works.</p> <p>It is envisaged that a section of the safety netting that is currently installed beneath the ceiling slats will be removed to allow items for disposal to be safely lowered to poolside before being removed from site and disposed of.</p> <p>The contractor's proposals for the removal of materials along with compound locations should be included within their risk assessment and method statement documents and submitted for approval by PSG prior to commencing on site.</p>	
	<b>PREPARATION AND STRIPPING OUT</b>	
A:07	<p>-A property refurbishment and demolition asbestos survey has been carried out (reference number S22-02736) issued on 22/11/2022 which sampled materials in and around the ceiling void, spectator gallery and poolside. A copy has been included within the tender package. A copy of the annual Asbestos Reinspection Report (reference number S22-02470) which highlights previously sampled materials within the work area. Including a bituminous wall coating at spectator gallery level which is currently encapsulated beneath ET150 paint. Where nets are to be removed, the fixing bolts anchoring the net carabiners to the wall are to be left in-situ. Both to prevent the disturbance of ACMs beneath the paint and to allow the potential refixing of safety netting in the future. Where possible, the contractor is to save the black (lower) sections of safety netting for reuse on completion of the project.</p> <p>- Contractors will be given access up to and through the external poolside doors and are requested to provide a partition or secure the entrance doors to separate the work area from the rest of the facility and prevent unauthorised access.</p> <p>- You are requested to erect and provide protection all areas effected i.e. stairwell, plant room, spectator gallery and poolside etc, along with any equipment such as the pool covers and diving boards etc. The contractor will also be required to carry out a full "commercial clean" of the affected areas, including to the internal roof structure to prevent leftover debris from falling into the pool from above. This item must be included in your quotation or shall be at the contractor's expense.</p> <p>-Once the successful contractor takes control of the site, they are expected</p>	

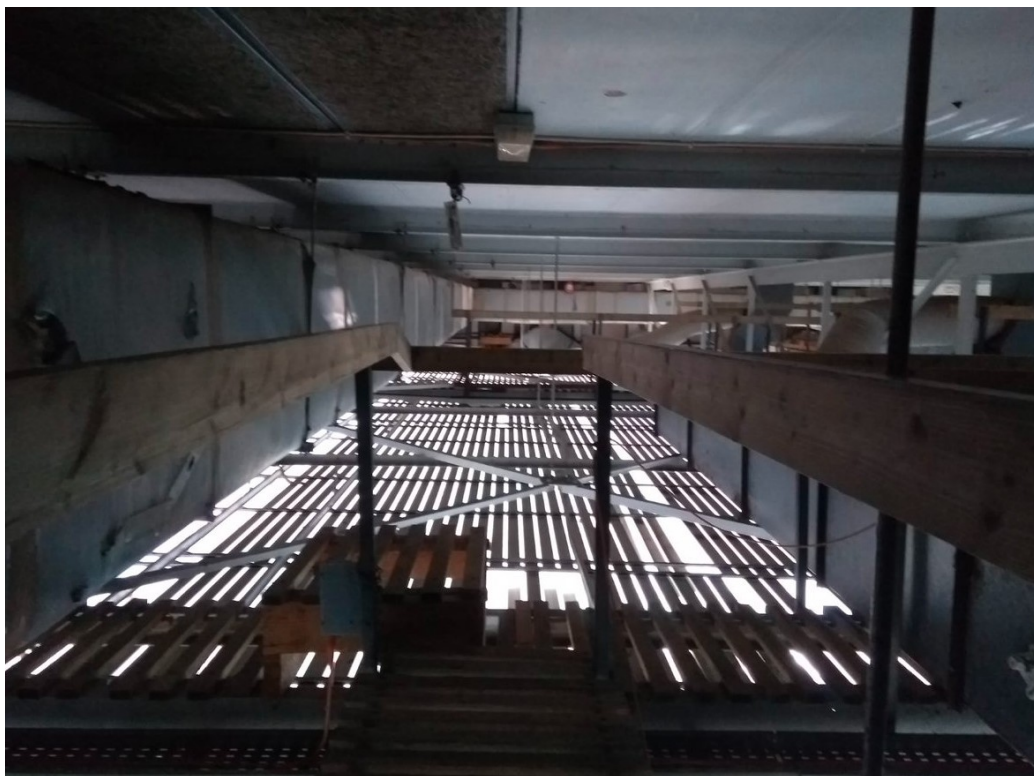
	<p>to firstly erect suitable temporary partitions to reduce the impact on the rest of the facility as necessary. Taking particular attention to mitigate unauthorised access at all times, noise pollution and dust pollution into the building.</p> <p>-All waste materials are to be disposed of by the contractor. A designated skip area is to be confirmed with the leisure centre Technical Manager.</p> <p>-Additional items not included within this schedule may require removal as part of the successful contractor's submission. These are minor in nature and include, but are not limited to, flexible plastic ventilation hoses, cable ties, ratchet straps, cables. The contractor is to allow for removal and disposal of any additional unforeseen items within their submission.</p>	
A:08	<p><b>Removal and disposal of slatted ceiling</b></p> <p>The existing lightweight metal suspended ceiling slats, metal fixing tracks and all supports are to be removed entirely to leave the ceiling void exposed and open to view from below.</p> <p>Contractor is to allow for removal and disposal of metal ceiling components from site to a licenced tip.</p>	
A:09	<p><b>Removal and disposal of supply and extract ducting</b></p> <p>All of the galvanised steel supply and extract ductwork within the ceiling void and sections of steel Unistrut and threaded bars suspending them from the roof structure are to be removed. Ductwork is predominantly bare steel but also includes some sections of polythene wrapped ducting with fibreglass/mineral wool insulation.</p> <p>The ductwork is to be removed back to cold water storage tank room where access ladder is sited. Sections of ductwork that are to remain within the cold-water storage room to allow reconnection of new ductwork as part of a separate contract.</p> <p>Contractor is to allow for removal of all metal supply and extract ducting and associated fixings as detailed and disposal of these items to a licenced tip. Extent of duct work to be removed is detailed on drawing 001-295-005-M-05.</p>	
A:10	<p><b>Removal of timber walkways &amp; handrails and metal supports</b></p> <p>The access walkways within the ceiling void are constructed from slatted timber platforms on top of 100 x 50mm joists. These are supported by approximately 25mm steel box section supports which also form the vertical supports for the timber handrails. The extent if the access walkways to be removed are detailed on drawing 001-295-005-M-06.</p> <p>Contractor is to allow for the removal of all timber walkway slats, joists, handrails, and all steel supports and disposal of these items to a licenced</p>	



	tip.	
A:11	<p><b>Removal and disposal of redundant light fittings and grills</b></p> <p>All existing ceiling level light fittings and their associated cabling, shrouds, supporting framework, fixings and cable trays are to be removed and disposed of. Including light fittings installed within the vaulted rendered section of ceiling.</p> <p>All light fittings within the ceiling void are redundant and safely isolated. Main ceiling mounted light fittings to be removed are detailed on drawing 001-295-005-M-04.</p>	
A:12	<p><b>Clean down structural steel work within roof void</b></p> <p>The contractor is to allow for removing and disposing of any other debris located within the ceiling void. On completion of the strip out works only the steel roof trusses and lateral bracings and any components related to the fire detection system should remain. The contractor is required to clean down structural steel components forming the roof structure to achieve clean surfaces that are free from debris.</p>	
	<b>GENERAL</b>	
A:13	Remove all contractors' debris & surplus materials from site (internally & externally) & leave the affect rooms clean & tidy (i.e. remove all building debris dust from all surfaces), & in good working order & test all services to the satisfaction of the CA & respective authorities.	
	<b>INCLUDE THE FOLLOWING PROVISIONAL SUMS:</b>	
A:14	Electrical isolation and alterations	£3,000.00
A:15	Allow for profit and attendance of the above item .....%	
A:16	Unforeseen asbestos removal and encapsulation works	£5,000.00
A:17	Allow for profit and attendance of the above item .....%	
A:18	Paint repairs and replacement to steel roof members	£5,000.00

<b>TOTAL TO BE INCLUDED ON SUMMARY SHEET</b>	£  =====
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### Project Photos



Timber walkways & handrails, metal supports



Safety netting beneath light weight ceiling slats



Ducting, suspended ceiling, walkways flexi hoses to be removed



Typical ductwork section, suspended from flange clamps with threaded bar



**RONB 143**  
**The Quarry Pool**

**Strip out Works & Dispose of Materials**

**Preliminaries & General Conditions**

**JCT Minor Works Building Contract**  
**2016**

## A10 PROJECT PARTICULARS

- 110 THE PROJECT:  
 Name: **The Quarry Pool**  
 Nature: Strip out ceiling voids and dispose of materials  
 Location: The Quarry Pool, Priory Road, Shrewsbury, Shropshire SY1 1RU  
 Timescale for completion of the construction work: Total 4 weeks commencing 27<sup>th</sup> January 2023 (refer to clauses A13 & A20 for details).
- 120 EMPLOYERS: Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND. The Employer will be represented by [REDACTED] Building Surveyor, Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND. Tel: [REDACTED]
- 127 PRINCIPAL CONTRACTOR: (as defined in the Construction (Design and Management) Regulations 2015): The Contractor will be appointed as the Principal Contractor under the CDM Regulations.
- 128 QUANTITY SURVEYOR: Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND. The Employer will be represented by [REDACTED], Senior Quantity Surveyor, Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND. Tel: [REDACTED]
- 141 CONTRACT ADMINISTRATOR (hereinafter referred to as 'CA'): [REDACTED], Building Surveyor, Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND. Tel: [REDACTED]
- 142 PRINCIPAL DESIGNER (as defined in the Construction (Design and Management) Regulations 2015): Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND.

## A11 TENDER AND CONTRACT DOCUMENTS (EMPLOYERS REQUIREMENTS)

- 110 TENDER DRAWINGS & DOCUMENTS: The tender drawings/documents are listed below:-

The contractor should also carry out their own required checks to ascertain and confirm the type and positions of existing main services and drainage on the site, existing levels and any other information that he may require to enable him to undertake the construction of the building.

### PSG Documents

001-272-05-M-01	Location Plan
001-272-05-M-02	Ground Floor Building plan
001-272-05-M-03	First Floor Building Plan
001-272-05-M-04	Lighting Layout Plan



001-272-05-M-05	Ductwork Layout Plan
001-272-05-M-06	Access Walkways Layout Plan

- 160 PRE-CONSTRUCTION INFORMATION PACK prepared under the Construction (Design and Management) Regulations 2015 accompanies the tender documents. The successful tenderer will be appointed as the Principal Contractor as defined under the Regulations. The Contractor shall be deemed to have allowed in his tender for all costs in connection with complying with the Regulations.
- 170 **TENDER QUERIES: All queries regarding the tender documents shall be made via the delta vault. E-mails, telephone calls, etc. shall not be made to individuals. Only enquiries posted in the Delta Vault prior to noon on 21<sup>st</sup> December 2022 will be considered and responded to.**

### A12 THE SITE/EXISTING BUILDINGS

- 110 THE SITE: The site and site boundaries are located on each drawing within the tender documents. All the Contractor's Activities are to be contained within the site boundary.

The Contractor shall ensure that all public rights of way, together with the site access driveway, highways and adjoining footpaths are kept clean, safe and in an orderly condition at all times. The Contractor shall allow for cleaning of all access and egress routes and paved areas affected by the works from time to time as necessary if applicable. Any damage caused by Construction traffic must be immediately made good at the Contractor's own expense.

The Contractor must carry out the works without undue inconvenience and nuisance and without danger to occupants and users of existing adjacent buildings, roads, footpaths, parking areas and other amenities.

On a daily basis the Contractor is to check the building to ensure nothing has moved, through the vibration of the works that will cause something internally to drop. i.e. ceiling tiles, light diffusers, etc.

On a daily basis prior to works commencing the Contractor's Site Forman is to communicate directly with Andrew Clough and Mr Darren Bowen, to inform them on what their planned work for that day.

- 120 EXISTING BUILDINGS ON/ADJACENT TO THE SITE: Existing buildings on/adjacent to the site are surrounding Shrewsbury College, commercial properties and The Quarry Park. The Contractor shall always allow safe and unrestricted access for staff, general public, occupants and users of this building.

The production of dust and debris is to be kept to a minimum as far as is practicably possible to spread to adjoining properties. Where skips are used, they must be sited in locations agreed by the CA and covered.

The Contractor and those directly responsible to him shall not trespass on existing adjoining properties but shall confine themselves strictly to the locality of their working area.

125 **WORKING AREA:** The Contractor's working area confined to within the work area. Works may be required to areas outside the defined working areas. Permission must be obtained before any work is commenced outside of the defined working area. This approval shall in no way be construed as an instruction to work overtime.

130 **WORKING HOURS:** A restriction is imposed by the Employer that working hours will be from 8.00am to 5.00pm Monday to Friday. The Contractor should also allow within their price separately for out of hours working should this be required. The Contractor is advised that extended working hours will be subject to agreement with the Employer, this must be done in writing. No work is permitted on Sundays or bank holidays.

175 **ASBESTOS SURVEY:**

An Asbestos Survey is included within the tender documentation.

If any ACM's found in this report will be affected by the works these will need to be removed prior to the works being carried out.

Any further unexpected suspicious materials encountered on site shall be notified to the CA immediately.

150 **ACCESS TO THE SITE:** The site is accessed via the one way system along Victoria Quay and onto Priory Road.

The Contractor will be required to provide and maintain safe access into the site and traffic management system for control of vehicle movement on the site.

220 **PARKING:**

There is no parking on the site. All carparking facilities are via the pay and display car parks within walking distance. No parking will be allowed on the side streets surrounding the site. The access road into the site must remain clear at all times. The Contractor must ensure parking of his vehicles on roads surrounding the site does not cause an obstruction or nuisance.

230 **DELIVERIES:** The Contractor is required to take all necessary precautions when arranging deliveries and ingress/egress from the site. It is essential that access is maintained to

the surrounding properties.

The Building will remain occupied during the duration of the works. The area where the works is situated will be vacant from staff and members of the public.

The building will remain operational throughout for vehicle access for the emergency services, deliveries and maintenance.

- 240 USE OF THE SITE: The Contractor shall not use the site for any purpose other than that of carrying out the Works.

The area of the site available for use by the contractor is restricted to that shown on the enclosed tender drawings. The Contractor shall obtain the CA's agreement to his proposals for the siting of all materials, sheds, offices, toilets and any other structures in connection with the works, which shall be contained within this area and shall arrange these and his activities to cause the least nuisance to the staff and occupants of the building and the adjacent properties.

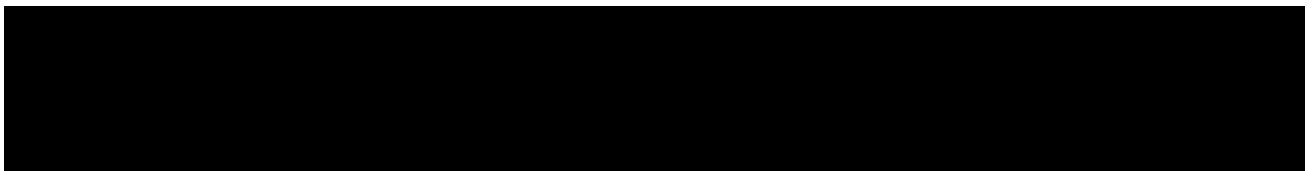
The Contractor will not be allowed to deposit or store materials or park plant outside the area of the site. The Contractor shall not alter his proposals without the permission of the Contract Administrator. The CA will not entertain any claims due to the effect of the Contractor's proposals or any subsequent alteration to his proposals. Do not display or permit advertisements to be displayed on site without the consent of the CA.

- 250 SURROUNDING LAND/BUILDING USES: The contractor is to take into consideration the surrounding residential and commercial properties. The Building is operational through the duration of the works. During all times care must be taken to ensure the safety and uninterrupted working of the staff and general public.

The Contractor is to take account of the close proximity of the adjoining buildings, footpaths and boundaries that are to remain in operation throughout the course of this project. Street parking and dirty roads should be avoided.

- 260 RISKS TO HEALTH AND SAFETY: The Contractor shall visit the site and ascertain for himself any information he may require to ensure the safety of all persons and the works. The nature and condition of the site/building cannot be fully and certainly ascertained before it is opened up.

- 280 SITE VISIT: Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works, since no claim by the Contractor will be admitted on the grounds of deficiency of knowledge in such matters.





## A13 DESCRIPTION OF THE WORK

120 THE WORKS: The Works comprise of the following:

Strip out of items within ceiling void within Quarry pool

Please refer to drawings and Specifications for further details.

140 SEQUENCE OF WORKING: Is to be agreed with the CA prior to commencing work on site.

## A20 THE CONTRACT

### Form, Type and Conditions of Contract

The form of contract shall be the JCT Minor Works Building Contract 2016 (MW2016).  
**The contract is to be executed under hand.**

The Contractor is referred to the several Clauses in the Conditions and they are to allow here under any sums they may consider necessary to cover their fulfilment, except where otherwise specifically stated.

### Completion of Contract Particulars

### Schedule of Clause Headings

1. Definitions and Interpretation
2. Carrying out the Works
3. Control of the Works
4. Payment
5. Variations
6. Injury, Damage and Insurance
7. Assignment and Collateral Warranties
8. Termination
9. Settlement of Disputes

## RECITALS 1-12

- |                               |  |
|-------------------------------|--|
| <b>1<sup>st</sup> Recital</b> | The nature and location of works: Refer to Section A10.      |
| <b>2<sup>nd</sup> Recital</b> | The drawings are numbered/listed in Section A11.             |
| <b>3<sup>rd</sup> Recital</b> | The Contractor will provide a priced Contract Specification. |
| <b>6<sup>th</sup> Recital</b> | The Contractor is not supplemented by a Framework Agreement. |

## ARTICLES 1-9

<b>Article 2</b>	<b>Contract Sum</b>	TBC
<b>Article 3</b>	<b>Architect/ Contract Administrator</b>	See Section A10.
<b>Article 4</b>	<b>Principal Designer</b>	The Principal Designer for the purpose of the CDM Regulations is the Contract Administrator.
<b>Article 5</b>	<b>Principal Contractor</b>	See section A10. The Principal Contractor for the purpose of the CDM Regulations is the Contractor.
<b>Article 6</b>	<b>Adjudication</b>	If any dispute or differences arises under the Contract, either Party may refer it to adjudication in accordance with clause 7.2.
<b>Article 7</b>	<b>Arbitration</b>	To be deleted
<b>Article 8</b>	<b>Legal Proceedings</b>	Subject to Article 6 and (where it applies) Article 7.

### Contract Particulars

#### Part 1: General

<b>Fourth Recital &amp; Schedule 2</b>	<b>Base Date</b>	<b>11<sup>th</sup> December 2022</b>
<b>Sixth Recital</b>	<b>Framework Agreement</b>	<b>The Contractor is not supplemented by a Framework Agreement.</b>
<b>Seventh Recital and Schedule 3</b>	Supplemental Provisions 1- Collaborative Working:	Does not apply
	Supplemental Provisions 2- Health and Safety:	Does not apply
	Supplemental Provisions 3- Cost savings and value improvements:	Does not apply
	Supplemental Provisions 4- Sustainable development & environmental considerations:	Does not apply
	Supplemental Provisions 5 - Performance Indicators and monitoring:	Does not apply

	Supplemental Provisions 6 - Notification and negotiation of disputes:	Does not apply
<b>Article 7 Arbitration</b>	Article 7 and Schedule 1 applies	
<b>2.2</b>	<b>Date for completion of the works</b>	24 <sup>th</sup> February 2023
<b>2.8</b>	<b>Liquidated damages</b>	at the rate of £350.00 per week or part week
<b>2.10</b>	<b>Rectification Period</b>	12 months from date of Practical Completion of the works.
<b>4.3</b>	<b>Interim payment – due date</b>	The first due date is: 24 <sup>th</sup> February 2022 and thereafter the same day in each month or the nearest Business Day in that month.
<b>4.3</b>	<b>Interim payments – percentages of value</b>	
	What percentage of the total value is to be certified before practical completion	95%
	What percentage of the total amount is to be certified on and after Practical Completion	97.5%
<b>4.3 and 4.8</b>	Fluctuations Provisions	No Fluctuations Provision applies
<b>4.8.1</b>	Supply of documentation for computation of amount to be finally certified	3 months
<b>5.3</b>	Contractor's Public Liability Insurance	£2,000,000.00
<b>5.4A, 5.4B &amp; 5.4C</b>	Insurance of the Works	Option 5.4B
<b>5.4A and 5.4B</b>	Percentage to cover Professional Fees	15%
<b>5.4C</b>	Insurance arrangements are set out in the following document(s)	
<b>7.2 Adjudication</b>	The Adjudicator is The Royal Institution of Chartered Surveyors	
<b>7.2 Schedule 1</b>	Arbitration shall be President or Vice-President of the Royal Institute of British Architects.	

**The Contract is required to comply with the Modern Slavery Act 2015.**

## A30 TENDERING/SUBLETTING/SUPPLY

### MAIN CONTRACT TENDERING

- 120 TENDERING PROCEDURE: The tendering procedure shall be in accordance with the Councils Financial Regulations and Standing Orders. Tenders must be returned by the stated time – any tenders arriving after that time shall not be considered. Tenders shall be returned via the electronic 'Delta vault' the time of their delivery shall be automatically recorded. Once opened tenders will be dealt with in accordance with the 'JCT 2017 Practice Note' - Alternative 2
- 160 EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the CA as soon as possible, defining the relevant part(s) and stating the reason(s) for his inability to tender.
- 170 ACCEPTANCE OF TENDER: The Employer and his representatives:
- Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.
  - Will not be responsible for any costs incurred by the Tenderer in the preparation of any tender.
- 190 PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than **90 days** from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A20.

### PRICING/SUBMISSION OF DOCUMENTS

- 300 **The following documents must be returned by the tendering (each in a separate sub-file with the name of the tenderers on each document, numbered and placed within Delta system to enable to Employer to access separately each document):**
- (a) The Tender Response Document duly completed and signed (pdf format)
  - (b) One copy of a fully completed and priced Schedule of Works (pdf format)
  - (c) Basic site set up plan including offices, storage/sheds/containers, waste containers and access routes around the site marked on a site layout drawing. (pdf format)
  - (d) Draft programme of work in bar chart format (pdf format)
  - (e) The Contractors General Cost Items (see clauses A40-A44); duly completed and signed (pdf format)

### **FAILURE TO PROVIDE THE ABOVE INFORMATION SHALL INVALIDATE THE CONTRACTORS TENDER**

- 310 SPECIFICATION WITHOUT QUANTITIES: Where and to the extent that quantities are not included in the specification, tenders must include for all work shown or described in the

tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

320 PRICING OF SPECIFICATION & DRAWINGS: Alterations and qualifications to the specification and drawings must not be made without the written consent of the CA. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items in the specification which are not priced will be deemed to have been included elsewhere in the tender.

330 SUBSTITUTE PRODUCTS: **At the time of Tendering, substitute products will not be accepted. Tenderers shall price the items as per the drawings and specifications. It will be assumed that all Tenderers final costs include ALL items included within the tendering specification and drawings. No allowance will be made for Contractors not pricing the document correctly – If it is found that the Contractor has tendered using a substitute product / materials / fixing than those specified within the tender documents the Contractor's tender will be void.**

**Post Tender substitute products will not be accepted without written approval from the CA. The Contractor will be required to provide the specified product / materials / fixing as the Employers Specifications and Drawings.**

Post Tender should the Contractor wish to offer a substitute product / materials / fixing to those specified; details must be submitted to the CA giving reason for each proposed substitution. These will be subject to Value Engineering at a meeting between the Design Team, the Contractor and relevant Sub-contractors / suppliers. Substitution shall be actioned by the CA will be subject to verification requirements of clause A31/200.

340 ERRORS IN THE PRICED CONTRACT SUM ANALYSIS will be dealt with in accordance with the 'JCT 2017 Practice Note' - Alternative 2.

**If when preparing his tender the Contractor shall find any discrepancy in or divergence between the drawings and/or Specification, he shall immediately contact the CA for instructions.**

Where the contractor fails to request such instructions and instead interprets the discrepancy for himself, the contractor will have no claim against the Employer as a result of any subsequent decision by the CA.

345 PRICING OF DAYWORKS: If the overheads and profit amounts / percentages are not filled in they will be deemed to be zero.

350 VARIATIONS OVERHEAD AND PROFIT: If the overheads and profits percentages are not filled in they will be deemed to be zero.

360 QUALITY CONTROL RESOURCES: A statement must be submitted with the Contractor's programme, describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of

subcontractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.

#### **SUB-LETTING/SUPPLY**

##### **631 'LISTED' DOMESTIC SUBCONTRACTORS:**

General: Contract Documents provide that certain work must be carried out by a person of the Contractor's choice selected from a list of not less than three persons given therein.

- The selected person: Will become a subcontractor as provided for in the Contract Condition for Subletting.
- Additions to lists:
  - The Employer or Employer's representative may, but only with the consent of the Contractor which shall not be unreasonably withheld, add additional person(s) to the list at any time prior to the execution of a binding subcontract agreement.
  - The Contractor may, but only with consent, which will not be unreasonably withheld, add additional persons to the list and must, if requested, submit (in an approved form) evidence of the suitability of such additional person(s). Wherever possible, submissions for addition of person(s) must be made, and consent obtained, before return of the tender. When any submission for addition of person(s) is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
- Shortage of names: If at any time prior to execution of a binding subcontract agreement less than three persons named in the list (including any persons added as provided above) are able and willing to carry out the relevant work, give notice without delay. The Employer will then forthwith add the names of other persons as provided above so that the list comprises not less than three such persons, or confirm that no names will be added. If the Employer fails to do either within one week of the Contractor's notification the Contractor, who may subcontract in accordance with the Contract, must carry out the work.
- Agreement: Before the start of work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected subcontractor.

**650 SUPPLIERS:** Shall be appointed and orders for materials / product / etc. placed well in advance of their required delivery date. Any problems with delivery times, availability of items or any other circumstances which may affect the programme or require a substitution of the supplier or item shall be reported to the CA immediately. The Contractor shall report upon the current position of his supply orders at the Pre-start Meeting and successive Site Meetings.

### **A31 PROVISION, CONTENT AND USE OF DOCUMENTS**

**110 DEFINITIONS:** The meaning of terms, derived terms and synonyms used in the preliminaries/general conditions is as defined below or in the appropriate British Standard or British Standard glossary.

- 115 SINGLE/PLURAL: Words imparting the singular only also include the plural and vice versa when the context requires.
- 120 CA means the person nominated in the Contract as Contract Administrator or his authorised representative(s).
- 130 IN WRITING: Notify, inform, instruct, agree, confirm, obtain information, obtain / issue approval or obtain / issue instructions do so in writing.
- 131 DRAWINGS: Drawings shall be construed as ‘in writing’ when issued by the CA or when used in support of or in lieu of written documents by anyone under the contract.
- 132 PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.
- 133 CROSS-REFERENCES TO THE SPECIFICATION: Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
- Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
  - Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
  - The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.
- 134 PROGRAMMES: issued showing a variance in progress shall be deemed to be ‘notification in writing’ of the possibility of delay or acceleration only if the change / revision / alteration and its affect is highlighted by colour and notation such that it stands out and is obvious to persons perusing the programme and the CA’s attention is drawn to it. These changes and their consequences shall also be raised and discussed at the next Site Meeting.
- 140 APPROVAL (and words derived thereof) means the approval in writing of the CA unless specified otherwise.
- 210 BRITISH STANDARD PRODUCTS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance. In advance of ordering notify the CA of all such substitutions and submit for verification documentary evidence confirming that the

products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

- 211 **EQUIVALENT PRODUCTS:** Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired it shall be discussed with the CA and Value Engineered. Before ordering the product submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance. Submit certified English translations of any foreign language documents. Revise all Design and Site Health and Safety Plans accordingly prior to ordering.
- Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specifications and manufacturer's guarantees to the CA.
- 220 **REFERENCES TO BSI DOCUMENTS:** Are to be the versions and amendments listed in the BSI Standards Catalogue 1989 and in subsequent issues of BSI Update-Standard up to the base date of the contract.
- 221 **MANUFACTURER AND REFERENCE:** Where used in this combination:
- 'Manufacturer' means the firm under whose name the particular product is marketed.
  - 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.
- 270 **SIZES:** Unless otherwise stated:
- Products are specified by their co-ordinating sizes.
  - Cross-section dimensions of timber shown on drawings are generally nominal sizes before any required planning, routing or finishing.
  - Cross-section dimensions of timber where finished dimensions are shown they shall be labelled 'finished size'.
  - Cross-section dimensions of proprietary and pre-finished timber (e.g. door-sets) and of manufactured boards are finished sizes.
- 280 **FIX ONLY** means all labours in unloading, handling, storing, protecting and fixing in position, materials used to fix the item (e.g. screws, glue), all plant and all tools, but does not include the cost of supplying the item itself.
- 290 **SUPPLY AND FIX:** Unless stated otherwise all items given in the specification and/or on the drawings are to be supplied and fixed complete.

#### **TERMS USED IN REFURBISHMENT/ALTERATION**

- 311 **REMOVE** means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipe work, wiring, ductwork or other services.



- 321 KEEP/SET ASIDE FOR REUSE means:
- During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.
  - Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- 331 REPLACE means:
- Remove the stated existing components, features and finishes.
  - Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
  - Make good as necessary.
- 341 REPAIR means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
  - Redecoration.
- 351 MAKE GOOD means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
  - Redecoration
- The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.
- 361 EASE means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.
- 371 TO MATCH EXISTING means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of CA.

#### **DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER**

- 410 ADDITIONAL COPIES OF DRAWINGS: Two paper copies (not counting any certified copy of the Contract Drawings) and one electronic copy of drawings will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.
- 440 DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in on the drawings nor calculable from the drawings.

**DOCUMENTS PROVIDED BY CONTRACTOR / SUB-CONTRACTORS / SUPPLIERS**

- 700 AS BUILT DRAWINGS AND INFORMATION : The following must be provided to the CA not less than two weeks before the date for Completion as follows:

The following must be provided at Practical Completion / Handover:

**As-Built Drawings**  
**Certificate of Asbestos Removal (If Applicable)**  
**All manufacturers guarantees and certificates**

- 720 MAINTENANCE INSTRUCTIONS AND GUARANTEES: Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to CA on or before Practical Completion.
- 730 SHARING OF FILES: File sharing will be done Electronically by both Employer and Contractor and all subcontractors using SharePoint, no alternative system will be suggested.

**A32 MANAGEMENT OF THE WORKS**

**GENERALLY**

- 105 SITE MANAGEMENT: The Contractor shall operate/manage the site from offices, facilities and stores within the compound forming part of these Works. The Contractor shall not operate/manage this project from any other adjacent or local project offices /compound.
- 110 SUPERVISION: The Contractor shall be responsible 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.
- 112 LIAISE: The Contractor shall place orders with and liaise with Statutory Undertakers, the Local Authority, etc where they are supplying services, drainage, etc. for the Works. The Contractor shall liaise with the Local Authority, adjacent Contractors / Developers. The Contractor shall introduce their company and notify the surrounding properties in writing of the impending commencement of the project, contact names and telephone numbers and a brief description of the project. A warning of the dangers of building sites and trespass should also be included
- 115 CLERK OF WORKS: The Contractor's Administrator reserves the right to be represented on site by a Clerk of Works who will monitor progress, quality of workmanship, conformity of materials to specification and the organisation of the Works on a daily basis. He will discuss any items of concern with the Contractors representative on site and report to the Contracts Administrator. He will also be on hand for the initial investigation of any problems arising on site prior to reporting to the Contracts Administrator.

- 120 INSURANCE: Before starting work on site submit documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract.
- 130 INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.
- 140 CLIMATIC CONDITIONS: Keep an accurate record of:
- Daily maximum and minimum air temperatures (including overnight).
  - Daily rainfall during the working day – noting am or pm.
  - Wind speeds during the working day – noting am or pm
  - Delays due to adverse weather, including description of the weather, type(s) of work affected and how, and number of hours lost.
- 150 OWNERSHIP: Materials arising from the demolition works are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

### **BUILDING REGULATIONS**

160

### **PROGRAMME/PROGRESS**

- 211 PROGRAMME:
- As soon as possible and before starting work on site the Contractor shall prepare in an approved form a time and progress schedule for the execution of the Works showing time allocated for each element of work, the placing of orders, delivery of materials, arrival, etc. which must show the critical path to achieve the required contract completion date and allowance for all:
- Dates of Possession, Completion and Hand over;
  - Planning and Mobilisation by the Contractor.
  - Sub-contractor's work
  - Orders to Suppliers and their delivery dates
  - The agreed dates for the issue of information by the Architect and other Employer consultants.
  - Running in, adjustment, commissioning and testing of all engineering services and installations, including testing kitchen equipment.
  - Work resulting from instructions issued in regard to the expenditure of provisional and Prime Cost sums (see section A54)
  - Work by or on behalf of the Employer and concurrent with the Contract (see section A50)
- the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Requirements of Sub-Contractors and Suppliers, Local Authorities, Statutory Undertakers and any persons employed by the Employer.

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.

Submit 2 copies to CA and retain one copy in the Contractor's site office to record progress on site.

- 215 The Programme will be a 'living document' and shall be modified / re-drafted on a weekly basis as orders are placed and work progresses on site. In addition the programme shall be modified / redrafted to demonstrate the effects of proposed changes prior to the decision to make such changes as part of the Value Engineering process. The programme shall also be modified / redrafted if any potential disruptions or other circumstances arise which may affect the progress of the Works or when requested by the Contract Administrator. Potential variations are to be entered into the programme to establish whether any delays or time savings would be caused.
- 230 SUBMISSION of programmes will not relieve the Contractor of his responsibility to apply in writing for information, instructions, drawings, etc. in accordance with the Conditions of Contract.
- 240 COMMENCEMENT OF WORK: Inform the CA at least 5 working days before the proposed date for commencement of work on site.

**Prior to commencing the contractor should prepare and submit to the CA a photographic record of the internal and external condition of the units.**

- 250 MONITORING: Record progress on a copy of the programme kept on site. If any circumstances arise that may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.
- 251 MONITORING KPI'S
- Key Performance Indicators:
  - Details: Not applicable.
  - Record progress against each of the KPI's. If performance against KPI's falls short of target, submit proposals for remediation.
- 260 SITE MEETINGS: The CA will hold regular site meetings with the Contractor to review progress and other matters arising from the administration of the Contract. The CA will be required to arrange and chair such meetings, and record, produce and circulate minutes.
- Site meetings will be normally held on a monthly basis, commencing not more than 1 month after the date of possession. The date of the next meeting will be set at the end of each meeting to allow the meetings to be timed to suit the developing construction programme.
- Ensure the availability and suitability of accommodation at the time of such meetings. Attend all meetings and inform subcontractors and suppliers when their presence is required. Additional meetings between Sub-contractors, the Contractor and the Design

Team shall be held regularly at intervals varying between fortnightly and monthly as progress on site demands and the minutes presented at the next Site Meeting.

270 CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

290 NOTICE OF COMPLETION: Give CA at least **two** weeks notice of the anticipated date of practical completion of the Works to enable his or her representatives attendance to see that the testing and commissioning procedures are adequately undertaken and comply with the relevant Specifications / Regulations.

295 PARTIAL POSSESSION BY EMPLOYER

Partial Possession: Ensure all necessary access, services and other associated facilities are also complete.

297 EXTENSIONS OF TIME

Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.

Details: As soon as possible submit:

- Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
- An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
- All other relevant information required.

300 ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions i.e. take all necessary steps to protect individual work areas.

305 DELAYS: The Contractor shall strive to minimise delays irrespective of cause and shall meet and work with the Employer and Contract Administrator to identify ways of overcoming delays to the construction programme. These may involve reprogramming work, altering construction methods, substituting materials, additional working hours, etc. and the effect on the programme shall be tested by observing their effect upon the critical path of the programme. Once agreement has been reached the changes shall be incorporated into the programme and any necessary Contract Administrator Instructions issued immediately.

### **CONTROL OF COST – CONTRACT ADMINISTRATOR INSTRUCTIONS**

410 QUOTATION: Generally any additional or reduced work to be carried out as a consequence of an Employers Instruction shall be priced by the Contactor and submitted to the CA for acceptance before work commences.

415 PROPOSED INSTRUCTIONS

Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.

Include:

- A detailed breakdown of the cost, including any allowance for direct loss and expense.
- Details of any additional resources required.
- Details of any adjustments to be made to the programme for the Works.
- Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.

Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.

- 420 EXISTING WORK: The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.
- 440 MEASUREMENTS: Give reasonable notice to the Quantity Surveyor before covering up work that the Quantity Surveyor requires to be measured. All groundwork's levels and dimensions shall be recorded for incorporation into the Health and Safety File. Keep accurate measurements and records of all variations and for any items for which the Contractor wishes to claim monies or an extension of time. Copies of all measurements of work as carried out are to be accurate and a copy provided to the Quantity Surveyor.
- 445 REQUIREMENTS / INSTRUCTIONS FROM BUILDING CONTROL OFFICERS: Notify the CA immediately. If these incorporate items which will be of necessity covered up in a short time e.g. depth of foundation trenches, notify the QS and take measurements of the additional work.
- 450 DAYWORK VOUCHERS: Give reasonable notice to the Quantity Surveyor of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered each voucher must be:
- Referenced to the instruction under which the work is authorised, and
  - Signed by the person in charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct.
- 462 INTERIM PAYMENTS: The Contractor when applying for interim certificates is to supply the CA with a completely detailed statement of the amounts due under the Contract together with all necessary supporting invoices, measurements, priced Daywork vouchers and other information. Any supporting information requested by the Quantity Surveyor after the Contractors request for payment should be supplied within 2 days or it will not be included with in the Interim Payment. Whether the supporting information is provided or not the QS is not bound to accept any or all of it as conclusive. The Contractor is to provide the CA with a Cash Flow Forecast for the project expenditure.
- 480 LABOUR AND PLANT RETURNS: Weekly return (labour and plant).  
The Contractor shall, at the beginning of each week provide the CA with a daily distribution return each day for the previous week, showing the number and description of tradesmen and labourers employed on the works, including those employed by named

Sub-Contractors, and the number, type and capacity of all plant currently employed on the works. If possible these records should be signed by the Clerk of Works.

- 490 PREPARATION OF THE FINAL ACCOUNT: The Contractor shall provide the Quantity Surveyor with any receipted invoices, wage sheets and other documents that he may require and give the Quantity Surveyor all necessary assistance both on his own behalf and on behalf of all sub-contractors and suppliers. The aforesaid documents shall be retained and produced, if requested by the District Auditor until the expiry of the appropriate period under the Statute of Limitations.
- 500 PROJECT MANAGEMENT AND INSTRUCTIONS  
Prince 2 Project methodology: Will not apply.

### **A33 QUALITY STANDARDS/CONTROL**

#### **MATERIALS AND WORK GENERALLY**

- 110 GOOD PRACTICE: Where and to the extent that materials and products are not fully detailed or specified they are to be:
- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
  - In accordance with good building practice including the relevant provision of current British Standard documents.
- Workmanship shall be of good quality and shall be carried out or overseen by qualified, time served tradesmen experienced in that particular type of work.
- 120 GENERAL QUALITY OF PRODUCTS:
- Products to be new unless otherwise specified.
  - For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA.
  - Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA.
  - Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
  - Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.
  - If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory conditions.
- 130 PROPRIETARY PRODUCTS:
- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if this conflicts with any other specified requirement. Submit copies of the recommendations/instructions to CA when requested.



- Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA and do not place orders for or use the affected products without further instructions.
- Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

### 140 CHECKING COMPLIANCE OF PRODUCTS:

- Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:
- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical; measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products which have a limited shelf life are not out of date.

### 150 PROTECTION OF PRODUCTS:

- Prevent over-stressing, distortion and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packaging or containers, until immediately before they are used.
- Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.



- 160 **SUITABILITY OF RELATED WORK AND CONDITIONS:** Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:
- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
  - All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
  - The environmental conditions are suitable, particularly that the building is suitably weather-tight when internal components, services and finishes are installed.

- 170 **GENERAL QUALITY OF WORKMANSHIP:** Operatives must be appropriately skilled and experienced for the type and quality of work.

Take all necessary precautions to prevent damage to the work from frost, rain and other hazards. Inspect components and products carefully before fixing or using and reject any which are defective.

Fix or lay securely, accurately and in alignment. Provide suitable tight packing at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over-tighten fixings. Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.

Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval. Problems with manufactured materials and components should be referred to the manufacturer in the first instance and their representative invited to inspect the problem.

- 180 **BS 8000: BASIC WORKMANSHIP:** Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the CA under the Contract.

If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail.

- 190 **WATER FOR THE WORKS:** Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed.
- 191 **ZERO DEFECTS:** The Employer requires the contractor to aim for zero defects at Practical Completion of the works.

### **SAMPLES/APPROVALS**

- 210 **APPROVAL OF PRODUCTS:** Where approval of a product is specified the Contractor shall submit samples or other evidence of suitability. Do not confirm orders or use the product

until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.

- 220 **SAMPLES OF FINISHED WORK:** Where samples of finished work are specified obtain approval of the stated characteristic(s) before proceeding with the Works. Retain approved sample in good, clean condition on site. Ensure that the relevant characteristic(s) of the Works match the approved characteristic(s) of the sample. Remove samples which are not part of the finished Works when no longer required.
- Sample panels (size 6 bricks wide x 13 courses high) shall be required for each type of facing brickwork.
  - Sample panels (size approx. 1m x 1m) shall be required for each example of external wall finish (render/zinc/timber cladding finish)
  - Samples shall be required for paint finishes, ironmongery, electrical fittings, door finishes/veneers, floor finishes, ceiling tiles etc these may be in the form of swatches.
- 230 **APPROVALS:** Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:
- To the express approval of the CA or
  - To match a sample expressly approved by the CA as a standard for the purpose.
- 240 **APPROVALS:** Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms referring to:
- Date of inspection
  - Part of the work inspected
  - Respects or characteristics which are approved
  - Extent and purpose of the approval

### **ACCURACY/SETTING OUT GENERALLY**

- 310 **ACCURACY OF INSTRUMENTS:** Use instruments and methods described in BS 5606, Appendix A.
- 321 **SETTING OUT:** Set up accurate temporary bench marks, protect them against corruption and maintain them until the end of the contract period. Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings, Notify CA in writing of any discrepancies and obtain instructions before proceeding.
- 322 **SETTING OUT:** Inform CA when overall setting out is complete and before commencing construction.
- 340 **APPEARANCE AND FIT:** Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no visually

unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.

Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.

Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.

370 LEVELS OF STRUCTURAL FLOORS: Maximum tolerances for designed levels to be as follows:

- Floors that are to be self-finished and floors to receive sheet or tile finishes directly bedded in adhesive:  $\pm 3$  mm.
- Floors to receive dry board/panel construction with little or no tolerance on thickness:  $\pm 3$  mm.
- Floors to receive fully bonded screeds/toppings/beds:  $\pm 10$  mm.
- Floors to receive un-bonded or floating screeds/beds:  $\pm 10$  mm.

380 RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to CA on completion.

### **SERVICES GENERALLY**

410 SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

420 SERVICE RUNS: Make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.

440 MECHANICAL AND ELECTRICAL SERVICES must have final tests and commissioning carried out so that they are in full working order at practical completion (refer to the Mechanical and Electrical specifications for details)

445 TEMPORARY SERVICES FOR THE WORKS: The Contractor shall arrange for all necessary temporary services and arrange to have them operational for the commencement of work on site and for them to remain until no longer required when they shall be removed.

### **SUPERVISION/INSPECTION/DEFECTIVE WORK**

510 SUPERVISION: General: In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

- 5.12 REPLACEMENT: Give maximum possible notice before changing person in charge or site agent.
- 515 CO-ORDINATION OF ENGINEERING SERVICES: The site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure co-ordination and compatibility between engineering services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CVs or other documentary evidence of the qualifications of the staff concerned.
- 520 PERSON-IN-CHARGE: Provide written details of the qualifications and experience of the proposed person in charge. Give maximum possible notice to CA before changing the person-in-charge and provide CA with the details of the replacement person's qualifications and experience.
- 540 OVERTIME WORKING: Should the CA specifically order in writing for overtime to be worked then the Contractor will be entitled to recover the net additional cost of such overtime. Claims for such overtime must be presented to the CA in the week following the week for which a claim is made and the Contractor must supply the Quantity Surveyor with any material he requests to allow him to check the claim. Whenever overtime is to be worked, give CA not less than 48 hours notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.
- 550 DEFECTS IN EXISTING CONSTRUCTION to be reported to CA without delay. Obtain instructions before proceeding with work that may:
- Cover up or otherwise hinder access to the defective construction, or
  - Be rendered abortive by the carrying out of remedial work.
- 555 ACCESS FOR INSPECTION: Give CA not less than 48 hours notice before removing scaffolding or other facilities for access.
- 558 COMMISSIONING AND PERFORMANCE TESTING OF BUILDINGS GENERALLY:  
To ensure that installations and all working components of the new building are operating satisfactorily the building must be fully commissioned and tests carried out as part of the contract prior to Practical Completion of the works. Performance testing by the Employer's representative will continue during the Defects Liability Period. The Contract will not be considered complete until commissioning and performance testing has been satisfactory carried out.  
The Contractor should, during the tendering period obtain from any Sub-contractors the time they require for commissioning and performance testing and allow within his Master Programme for commissioning and performance testing and for all costs for commissioning and performance testing.
- 559 COMMISSIONING MEETING: A commissioning meeting will be arranged to enable inspections and checks to be made to ensure that where applicable the installations,

equipment and the working components of the building are operating satisfactorily before practical completion.

The following to be present at the commissioning meeting:

- Project Team Leader
- Project Service Engineers
- Contractor's representative
- Sub-Contractor's representative

Any defect revealed must be dealt with immediately to ensure that remedial work is completed before the proposed handover date. At the commissioning meeting a record will be presented of those elements which met the requirements of commissioning and performance testing and those which do not satisfy the requirements.

- 560 **TIMING OF TESTS AND INSPECTIONS:** Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.
- 565 **TEST CERTIFICATES:** Submit a copy of each certificate to the CA as soon as practicable and keep copies of all certificates on site.
- 570 **PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS:** As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.  
Such proposals may be unacceptable to the CA and he may issue contrary instructions.
- 580 **MEASURES TO ESTABLISH ACCEPTABILITY:** Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
- will be at the expense of the Contractor, and
  - will not be considered as grounds for extension of time.
- 590 **QUALITY CONTROL:** Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. Maintain full records, keep copies on site for inspection by the CA, and submit copies of particular parts of the records on request. The records must include:
- Identification of the element, item, batch or lot including location in the Works.
  - The nature and dates of inspections by the Contractor or CA, tests and approvals.
  - The nature and extent of any non-conforming work found.
  - Details of any corrective action.

### **WORK AT/OR AFTER COMPLETION**

- 610 **GENERALLY:**
- Make good all damage consequent upon the work.

- Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the Works thoroughly inside and out, including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- 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, appliances, valves and controls.

615 TRAINING: At Completion, at a time or times mutually agreed, the Contractor shall arrange for the CA and End-user staff to be trained in the safe use, cleaning and routine maintenance of the equipment, M&E installations, fittings and furnishings, floor, wall and ceiling finishes, etc. Sub-contractors shall be on hand to demonstrate the various processes.

640 SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

650 MAKING GOOD DEFECTS: Make arrangements with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are complete

740 HIGHWAY/ SEWER ADOPTION  
Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104: Description: Not applicable.

Work for adoption must be:

- Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate stating the Works are complete is issued.

- Subject to a Defects Liability/ Rectification Period of 12 months (see Appendix to the Contract/ Contract Particulars).

- Maintained during the Defects Liability/ Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway/ Sewer Authorities.

## A34 SECURITY/SAFETY/PROTECTION

### GENERALLY

- 120 THE CONSTRUCTION PHASE HEALTH & SAFETY PLAN**, developed from the information provided (see section A30) must be submitted to the CA not less than 5 working days prior to the proposed date for commencement of construction work. Do not start construction work until the Employer has confirmed in writing that in his view the Construction Phase Health and Safety Plan includes the procedures and arrangements required by CDM Regulations 23(1) (a), 23(2) and 22(1) (c). The Contractor shall be deemed to have allowed in his tender for all work and procedures required by the CDM Regulations.
- 125 WORK PEOPLE/HEALTH AND SAFETY:** Comply with the following:
- The whole of the Clauses (including Codes of Welfare Conditions) given in the current Working Rule Agreement for Building Trade Operatives in the district in which the works are situated and as approved by the National Joint Council for the building industry.
  - The Health and Safety at Work Act 1974
  - The Construction (Design and Management) Regulations 2015
  - The Temporary or Mobile Construction Sites Directive
  - The Control of substances Hazardous to Health Regulations 1988-provide COSHH Assessments
  - Manual Handling Operations Regulations 1992
  - The Provision & Use of Work Equipment Regulations 1992
  - Personal Protective Equipment At work Regulations 1992
  - The Control of Noise At Work Regulations 2005
  - The Safety Signs Regulations 1994
  - The Management of Health and safety at Work Regulations 1999 and with the current requirements of any other Act, Regulations or Order in Council relevant to the works
- 128 HARD HATS:** the site shall be a hard hat site.
- 130 SECURITY:** Adequately safeguard the site, the works, products, materials, including those set aside for re-use, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the works and adjoining property.
- 140 PLANT, MACHINERY, ETC:** all plant, machinery, tools, gas cylinders, equipment, etc. shall be locked away within storage containers, storage racks or suitably disabled from being activated by vandals or other parties outside the Contractors working hours each day. Water hoses, ropes, cables, etc should be coiled up and stored when not in use.
- 150 CLEAN AND TIDY SITE:** the Contractor shall keep the Works and surrounding area in a clean and tidy condition. He shall each working day regularly inspect the Works and ensure that all materials are properly stacked/stored in the work area, that all waste is removed from underfoot as work proceeds, that dust is kept to a minimum, that work



areas are properly and adequately cleaned between trades / operations. All fastenings, off-cuts, etc are to be picked up from the surfaces of the Works to be re-cycled on site where possible or otherwise removed from site for sustainable disposal.

- 160 STABILITY: Accept responsibility for the stability and structural integrity of the works during the Contract, and support as necessary. Prevent overloading: details of design loads may be obtained from CA.
- 165 IDENTIFICATION CARDS: All the Contractors site personnel, sub-contractors, etc. shall each be provided with an identity card by the Contractor of a type approved by the Employer. These cards are to be carried at all times when on site, and are to be shown to upon request. The Contractor shall appoint a representative on site (e.g. the Site Agent) who shall be responsible for recording the names of people issued with the cards and the date when returned. The Employer shall not be responsible for any claims for delay or disruption caused by personnel being refused entry to the site when unable to produce an identity card upon request.
- 169 DISCLOSURE AND BARRING SERVICE (formerly Criminal Records Bureau) CHECKS: Shropshire Council are committed to protecting children, young people and vulnerable adults. As building works will take place at this property, any workers engaged to fulfil the terms of this contract must undergo a Disclosure and Barring Service (formerly Criminal Records Bureau Disclosure) check. Our requirement is that where possible this check is carried out prior to commencing work on the contract. In the event of workers commencing work prior to a satisfactory check being confirmed the Contract must inform the CA and ensure arrangements are in place that guarantee workers do not have unsupervised direct contact with children/vulnerable adults. These arrangements must be confirmed by the Contractor in writing to the CA stating which employees do not have DBS/CRB clearance, and how they will be managed and supervised during the works.
- Should disclosure checks reveal an undeclared conviction or conviction that renders the person unsuitable to work with children/vulnerable adults you must inform the CA immediately and remove the person from site.
- The Contractor shall include within him tender all costs of complying with the requirements of the above clause.
- 170 EMPLOYER'S REPRESENTATIVES SITE VISITS: Inform the CA 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 representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate. If their visit is inconvenient or potentially dangerous the Contractor shall deny access. All visits by the Employer's representatives must have a Contractor's representative to guide them around the Works.
- 172 EMPLOYERS HEALTH & SAFETY MANAGER – SITE INSPECTION: shall be given access to the Works and shall be accompanied by the Contractor to carry out a site inspection during normal working hours. Any problems, concerns or comments arising from the



inspection shall be discussed with the Contractors Site Agent/Foreman on site at the time and solutions sort. A copy of any written report will be made available to the Contractor and if necessary a meeting between the Employers Health & Safety Manager and Directors/Managers of the Contractor shall be held to discuss the report and resolve any problems/concerns.

- 175 EMERGENCY CONTACT: Before commencing site operations, the Contractor will produce in consultation with the CA, etc., a list of emergency contact names, telephones and fax numbers to be circulated to all contractual parties.

**PROTECT AGAINST THE FOLLOWING**

- 221 NOISE:
- Comply generally with BS 5228.
  - Noise levels from the works, vehicles and plant are to be kept below 80dB (A) when measured from source.
  - Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
  - Do not use pneumatic drills and other noisy appliances outside specified working hours without consent of the CA.
  - Do not use or permit employees to use radios or other audio equipment.
- 230 POLLUTION: Take 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 CA without delay and provide them with all relevant information.
- 240 NUISANCE: Take all necessary precautions to prevent any nuisance caused to the operation of the building and adjacent properties from smoke, dust, rubbish, noise, storage of materials, parking or movement of vehicles and plant, delivery of materials and other causes.
- 260 FIRE: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with the Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors' Group.  
Smoking will not be permitted on the site except in an area designated by the Contractor within his own compound. The area must be carefully controlled and inspected to guard against the risk of fire.
- 265 BURNING ON SITE: Of materials, packaging or waste arising from the Works will not be permitted.
- 266 TRESPASS: Provide for taking reasonable precautions to prevent workmen, including those employed by Sub-Contractors, from trespassing on adjoining owner's property or any part of the premises which are not affected by the works. The Contractor shall be held liable in the event of such trespass and shall make good at his own expense any damage and replace anything that may be stolen or lost.

- 270 WATER: Prevent damage from storm and surface water (and allow for keeping the site and excavations free of water).
- 275 PROTECTING FROM THE WEATHER: Maintain, where practicable, continuity of working and productivity during inclement weather, by covering and protecting the works and adjacent affected property to minimise any loss or delay.
- 276 BAD WEATHER WORKING: The Contractor will be permitted to continue working during cold and bad weather provided that the recommendations contained in the following publications by HMSO are adopted to prevent or minimise any delays, and to the extent to which he has done so will be taken into account when assessing any extension of time which may be given under clause 2.3 of the Conditions of Contract for exceptionally adverse weather conditions:-  
D of E Building in Bad Weather (Circular 65/67)  
D of E Winter Building Booklet and Advisory Leaflets:-  
    No. 7 Concreting in Cold Weather  
    No. 8 Bricklaying in Cold Weather  
    No.40 Weather and the Builder  
    No. 59 Electricity on Building Sites  
    No. 60 Ready Mixed Concrete
- 280 MOISTURE: 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.
- 285 DAMAGE TO MATERIALS ON SITE: Ensure that all materials for inclusion in the Works are properly stored to prevent damage from the weather or physical damage. Prevent attack or infestation by wildlife. Maintain the correct moisture content for the materials consistent with their use. Prevent theft of the materials. Inspect all material storage daily.
- 290 WASTE:
- Remove daily, rubbish, debris, surplus material and spoil, and keep the site and Works clean and tidy.
  - Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
  - Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
  - Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner, as approved by a Waste Regulation Authority and in accordance with relevant regulations.
  - Retain waste transfer documentation on site.
- Should it be shown to the satisfaction of the CA that any rubbish, surplus material and the like have been deposited elsewhere other than at an approved tipping area, the

Contractor will be held responsible for clearing away such deposits at his own cost and ensuring they are legally disposed.

- 300 ELECTROMAGNETIC INTERFERENCE: Take all necessary precautions to avoid excessive electromagnetic disturbance of apparatus outside the site.

**PROTECT THE FOLLOWING:**

- 405 SANITARY FITTINGS: The Contractor shall not allow his own or Sub-contractor's workpeople to use any of the fittings in the buildings e.g. sinks, lavatory basins, W.C'S and urinals. Damaged items shall be replaced at the Contractors expense.
- 410 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. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
- 420 EXISTING SERVICES: Before starting work check positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.
- o Observe service authority's recommendations for work adjacent to existing services.
  - o Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or owners.
  - o If any damage to services results from the execution of the Works, notify CA and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.
  - o Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.
- 430 ROADS, CAR PARKS & FOOTPATHS: Adequately maintain roads and footpaths within and adjacent to the site and keep clear of all mud and debris. Prevent mud and debris being swept or carried into adjacent buildings. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.
- 440 TREES/HEDGES/SHRUBS/LAWNS: Adequately protect and preserve, except those which are to be removed. Replace to approval or treat as instructed any species or areas damaged or removed without approval.
- 450 EXISTING FEATURES: Prevent damage to existing buildings, fences, gates, walls, roads, paved and grassed areas and other site features which are to remain in position during the execution of the Works. Any damage caused shall be made good in accordance with the CA's instructions at the expense of the Contractor.
- 460 EXISTING WORK: Prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. Remove existing work

the minimum necessary and with care to reduce the amount of making good to a minimum.

- 465 BUILDING INTERIORS: Protect building interiors exposed to weather during the course of alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weather-tight in severe weather
- 481 ADJOINING PROPERTY: Prevent trespass of workpeople. Take all reasonable precautions to prevent damage to adjoining property. Obtain permission as necessary from the owners if required to erect scaffolding on or otherwise use adjoining property, and pay all charges. Remove and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Works.
- 490 EXISTING STRUCTURES:
- Support existing structure as necessary during cutting of new openings or replacement of structural parts.
  - Do not remove supports until new work is strong enough to support the existing structure.
  - Prevent overstressing of completed work when removing supports.

### A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING

- 110 SCOPE: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.
- 140 ACCESS TO THE SITE: See section A12.
- 150 USE OF THE SITE: See section A12.
- 155 SCAFFOLDING: Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors. The contractor is to obtain all licences/permits and bear all costs in connection with erecting, maintaining and removal of scaffolding in public footpaths/roads
- 165 As the Employer is also the Local Authority the Contractor must not expect the Employer to intervene in any matters between the Contractor, his Agents or Sub-Contractors etc and the Local Authority in its roles as Planning Authority, Building Regulation Authority and any other Statutory or Agency roles carried out by them.
- 170 RESTRICTIONS TO WORKING SPACE AND HOURS: Generally the Contractor may work between the hours of 08.00 and 17.00 weekdays only. He must obtain the approval of the CA in writing (which shall not be unreasonably withheld) before working outside these hours. This approval shall in no way be construed as an instruction to work overtime. Refer also to clause A13 120. All works that is likely to create excessive noise should be restricted to between the hours of 09.00 and 16.00.

## **A36 FACILITIES/TEMPORARY WORK/SERVICES**

### **GENERALLY**

- 110 LOCATIONS: Inform CA of the intended siting of all material storage, temporary buildings, temporary works and services.
- 120 MAINTAIN, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.

### **ACCOMMODATION**

- 205 RATES ON TEMPORARY BUILDINGS: The Contractor shall allow for the payment of rates on temporary buildings, together with any costs in connection therewith.
- 260 SANITARY ACCOMMODATION: Provide and maintain in a clean condition sanitary accommodation for the Employer's representatives (both Male and Female), either separate or shared with the Contractor's supervisory staff. Provide soap, towels / hand drier, hot and cold water, waste bins, etc.
- 280 WELFARE FACILITIES: Provide and maintain additional welfare facilities that may be required to ensure conformance with Schedule 2 of the Construction (Design and Management) Regulations 2015.
- 310 ROADS: Permanent roads, hard-standings and footpaths on the site may be used, subject to clause A34/430. The contractor is to arrange and bear all costs in connection with the temporary closure of any public footpaths and roads to enable the construction of the works.
- 315 TEMPORARY ROADS AND HARDSTANDINGS: Allow for forming all hard-standings and temporary roads necessary for the construction work. Maintain, adapt and remove them as necessary and reinstate the ground on completion to the approval of the C.A.
- 320 TEMPORARY FENCE(S), HOARDING(S) & SCREEN(S): Provide and maintain all necessary temporary fencing, fans, planked footways, guard rails, gantries and the like for the proper execution of the work, for the protection of the public and the occupants of the premises and for meeting the requirements of any local or other authority and alter, shift and adapt from time to time as necessary.
- 410 TEMPORARY LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.
- 420 LIGHTING AND POWER: Provide as soon as practicable after the Date of Possession a separately metered, temporary on site power supply, for use by the Contractor and Subcontractors, and pay all charges. Meter readings to be taken and recorded in the presence of the CA. The Employer will not be held responsible for the effects of any failure or restriction in supply.

- 430 WATER: Arrange a temporary water supply for use by the Contractor and Subcontractors for the duration of the Works and pay all charges.
- 460 DRYING OUT: The Contractor is to allow for drying out and controlling the humidity of the building by artificial means, if required, to facilitate the progress and completion of all builder's work and in preparation for the laying of floor coverings, the fixing of joinery, suspended ceilings and other specialists work. Provide all necessary temporary equipment fuel and/or power and the requisite attendance, including any required at night, weekends and public holidays. As an alternative, or in addition to temporary equipment referred to above the new permanent heating installation may be used for drying out the Works and controlling temperature and humidity levels, but:
- The CA must be notified in writing that the installation is being used for this purpose.
  - The Employer does not undertake that it will be available.
  - The Contractor must take responsibility for operation, maintenance and remedial work, and arrange supervision by and indemnification of the appropriate Subcontractors, and pay all costs arising.
- 470 BENEFICIAL USE OF INSTALLED SYSTEMS: Unless specific permission is given by the Employer and installer, the permanent supply, disposal, mechanical, electrical, communications, transport and access systems may not be used for any purpose other than running in, testing and commissioning. Where permission is given for any other use of a system before practical completion of the works it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.
- 500 METER READINGS: Where charges for service supplies need to be apportioned ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.
- 510 THERMOMETERS: Provide on site and maintain in accurate condition:
- A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
  - A thermometer for measuring concrete and ground temperature.
- 520 SURVEYING EQUIPMENT: Provide on site and maintain in accurate condition for setting out and checking / confirming finished levels.

## **A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING**

### **100 THE HEALTH & SAFETY FILE**

- 110 THE BUILDING AND CLEANING MANUAL: (incorporating the Health and Safety File and subtitled accordingly) 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 CA will provide the contractor with details of the documentary requirements for inclusion in the Building and Cleaning Manual. The contractor shall provide one electronic copy and one hard copies of the Building and Cleaning manual.**

- 210 PROVISIONAL INFORMATION ON SERVICES: Provide the CA with relevant drawings and preliminary performance data at the commencement of commissioning to enable the Employer's staff to familiarize them with the installation.
- 220 TRAINING OF EMPLOYER'S STAFF: Before Practical Completion explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including all items and procedures listed in the Building Manual. Include for not less than two operating days for this purpose.

## A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF: Provide for all on and off site management costs

		Setting up & Removal Costs	Time Related Costs
115	SITE AGENT / FOREMAN		
120	SITE ENGINEER		
130	QUANTITY SURVEYOR		
140	HEAD OFFICE		
150	SITE LABOUR		
160	SITE WASTE MANAGEMENT (see A31/740)		
165	HEALTH & SAFETY OFFICER		
170	ADDITIONAL STAFF REQUIRED BY CONTRACTOR Insert below further cost items as may be required by the Contractor.		
	To Collection	£	£



#### A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

For details of site accommodation required or made/not made available by the Employer see section A36.

- 110 SITE ACCOMMODATION: Provide and maintain all necessary site accommodation for the Contractor's use, including all lighting, heating and water as necessary. Provide for costs for giving notices and paying fees to local authorities and public undertakings. Pay all rates, taxes or other charges on temporary buildings-position on site as directed by the C.A. and clear away on completion and make good all disturbances and damage to the site.

		Setting up & Removal Costs	Time Related Costs
115	SITE OFFICES		
130	STORAGE CONTAINERS		
140	CANTEEN / MESSROOM		
150	TOILETS, WASHING FACILITIES		
200	ADDITIONAL ACCOMMODATION ITEMS: Insert below further cost items as may be required by the Contractor.		
	To Collection	----- £	----- - £

#### A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

For details of services and facilities required or made/not made available by the Employer see section A36.

		Setting up & Removal Costs	Time Related Costs
110	POWER		
120	LIGHTING		
130	FUELS (excluding fuels for testing and commissioning)		
140	WATER		
150	TELEPHONE AND ADMINISTRATION		
160	SAFETY, HEALTH AND WELFARE (see A34)		
170	STORAGE OF MATERIALS (see A33/150)		
180	RUBBISH DISPOSAL (see A34/290)		
190	CLEANING (see A33/610)		
220	SECURITY (see A34/130)		
230	MAINTAIN PUBLIC AND PRIVATE ROADS (see A34/430)		
240	DRYING OUT (see A34/280 & A34 /461)		
250	PROTECTION OF WORK IN ALL SECTIONS (see A34/410)		
260	SMALL PLANT AND TOOLS		
300	ADDITIONAL SERVICES & FACILITIES ITEMS: Insert below further cost items as may be required by the Contractor.		
	To Collection	£	- £

### A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

		Setting up & Removal Costs	Time Related Costs
110	CRANES		
120	HOISTS		
125	PILING PLANT (if required)		
130	PERSONNEL TRANSPORT		
140	TRANSPORT		
145	TRANSPORTING MATERIALS ON SITE		
150	EARTHMOVING PLANT		
160	CONCRETE PLANT		
180	PAVING AND SURFACING PLANT		
190	SECURITY HOARDING TO BOUNDARY OF SITE AND TO COMPOUND		
250	ADDITIONAL MECHANICAL PLANT ITEMS: Insert below further cost items as may be required by the Contractor.		
	To Collection	----- £	----- - £

#### A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

For details of temporary works required or made/not made available by the Employer see section A36.

		Setting up & Removal Costs	Time Related Costs
110	TEMPORARY ROADS		
120	TEMPORARY WALKWAYS		
130	ACCESS SCAFFOLDING		
140	SUPPORT SCAFFOLDING AND PROPPING		
150	HOARDINGS, FANS, FENCING, ETC.		
160	HARDSTANDING		
170	TRAFFIC REGULATIONS		
250	ADDITIONAL TEMPORARY WORKS ITEMS: Insert below further cost items as may be required by the Contractor.		
	To Collection	----- £	----- - £

## **A50 WORK/PRODUCTS BY/ON BEHALF OF THE EMPLOYER**

- 510 PRODUCTS provided by or on behalf of the Employer:
- Details of such products are given in the relevant work sections, for fixing by the Contractor.
  - Take delivery, check against receipts and take into appropriate storage.
  - Use for no other purpose than the Works.
  - Keep safe any surplus to requirements and obtain instructions in relation thereto.

## **A53 WORK BY STATUTORY AUTHORITIES**

Not applicable

## **A54 UNDEFINED PROVISIONAL SUMS - to be carried out / spent only as directed in writing by the Contract Administrator.**

**Provisional Sums include within the Form of Fixed Price to be expended in part or whole as directed by the CA. Any Provisional Sums & contingencies that are not used are to be deducted from the contractor's final account.**

**Please see Tender Sum Analyses for Provisional Sums.**

## A55 DAYWORKS

- 100 The cost of such work shall be calculated in accordance with "Definition of Prime Cost of Daywork carried out under a Building Contract, (Third Edition 2007)" issued by the Royal Institution of Chartered Surveyors and the Construction Confederation, together with the percentage additions to each section of the prime cost at the rates stated below.
- 101 All work to be measured as Dayworks must be authorised by the Contract Administrator. The Contractor is to prepare weekly Daywork sheets and submit them to the Employers Agent or Clerk of Works for signature not later than the end of the week following that in which the work has been executed. The sheets must give details, and priced summaries must be submitted at monthly intervals. The signature of the Contract Administrator or Clerk of Works on any Daywork sheet shall be an indication that the items referred to have in fact been used for the purpose stated. It shall not imply that the charge is reasonable or that the work is to be valued and paid for on a Daywork basis. The Quantity Surveyor may reduce the time and/or material shown on any Daywork sheet should he consider the amounts shown to be excessive. The Contractor shall add to the Prime Cost of Daywork the percentage additions he requires in respect of Incidental Costs, Overheads and Profit as defined in Section 6.

110	LABOUR: Include Provisional Sums for: Prime cost of labour incurred at any time during the Contract:		5,000.00
	<u>Add</u> for percentage addition to cover incidental costs, overheads and profit	_____ %	
120	MATERIALS AND GOODS: Include Provisional Sums for: Prime cost of materials incurred at any time during the Contract:		2,500.00
	<u>Add</u> for percentage addition to cover incidental costs, overheads and profit	_____ %	
130	PLANT: Include Provisional Sums for: Prime cost of plant incurred at any time during the Contract		2,500.00
	<u>Add</u> for percentage addition to cover incidental costs, overheads and profit	_____ %	
	<b>Total Dayworks to main summary</b>	£	

*Rates for plant costs will be as set out in the Schedule of Basic Plant Charges published by the RICS current at the Date of Tender).*

## **SCHEDULE OF AMENDMENTS**

to JCT Minor Works Building Contract, 2016 Edition

relating to a project known as

The Quarry Pool, Strip out Works

The following amendments shall be made to the JCT Minor Works Building Contract, 2016 Edition

**Part 2                    Conditions**

**1.                        Clause 1.1**

1.1                    Amend these definitions:

- (a)      Agreement: add to the end of the definition, before the full stop:  
          “, each as amended by the **Schedule of Amendments**”.
- (b)      Article: add to the end of the definition, before the full stop:  
          “, as amended by the **Schedule of Amendments**”.
- (c)      Conditions: add to the end of the definition, before the full stop:  
          “, each as amended by the **Schedule of Amendments**”.
- (d)      Contract Particulars: add to the end of the definition, before the full stop:  
          “, all as amended (if applicable) by the **Schedule of Amendments**”.

**Clause 4.3**

Replace “14” with “28”. Add to the end the following:

“unless prior to payment, the Contractor has been requested by the Employer to satisfy him that any amount due to a sub-contractor or a supplier of materials or goods for incorporation in the Works which has been included in any previous Interim Payment Application has (net of any proper deductions which the Contractor is entitled to make) been paid and the Contractor has failed to provide reasonable evidence of this in which case the final date for payment of the Interim Payment shall be the later of the date which is 28 days from its due date and the date which is 7 days from the date on which the Employer receives reasonable evidence that the amount due to the sub-contractor or supplier in question has been paid”.



## Annex 1

# ADDITIONAL CLAUSES TO STANDARD FORM CONTRACTS

## DEFINITIONS

In these Additional clauses, the following words shall have the following meanings:

<b>"Council"</b>	means Shropshire Council
<b>"Commercially Sensitive Information"</b>	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
<b>"Confidential Information"</b>	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
<b>"Contractor"</b>	means the person, firm or company or any other organisation specified in the Contract as contracting with the Council.
<b>"Contractor Personnel"</b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
<b>"Data Protection Legislation"</b>	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the General Data Protection Regulation 2016/679, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the Data Protection Act 2018
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
<b>"Exempt Information"</b>	means any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)

<b>“FOIA”</b>	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
<b>“FOIA notice”</b>	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
<b>“Information”</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>“Law”</b>	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“Public body”</b>	as defined in the FOIA 2000
<b>“Receiving Party”</b>	means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
<b>“Request for Information”</b>	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
<b>“Works”</b>	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council

## **(1) CONFIDENTIALITY AND DATA PROTECTION**

- 1.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of the Council and no information relating to the Works or the Services shall be disclosed to any third party, except as required for this Contract.
- 1.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Contract or which becomes known to the Contractor through his performance of the Contract or use the same other than for the purpose of executing the Contract.
- 1.3 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Contract.
- 1.4 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
  - 1.4.1 treat the other party's Confidential Information as confidential; and
  - 1.4.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 1.5 Clause 1.4 shall not apply to the extent that:

- 1.5.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
  - 1.5.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 1.5.3 such information was obtained from a third party without obligation of confidentiality;
  - 1.5.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
  - 1.5.5 it is independently developed without access to the other party's Confidential Information
- 1.6 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Works and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 1.7 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract
- 1.8 Nothing in this Contract shall prevent the Council from disclosing the Contractor's Confidential Information:
- 1.8.1 to any consultant, contractor or other person engaged by the Council;
  - 1.8.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 1.9 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 1.10 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 1.11 The Contractor shall implement appropriate organisational and technical measures to ensure the integrity and security of Personal Data obtained pursuant to this Contract and shall at all times comply with the provisions of the Data Protection Legislation and shall provide the Council with evidence of such measures upon request. The Contractor shall use its reasonable endeavours to prevent the unauthorised publication or disclosure of any such information or documents. The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 1.12 The provisions of this Clause shall survive the expiration or termination of this Contract.

## **(2) PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')**

The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

## **(3) ANTI-BRIBERY AND CORRUPTION**

The Council may cancel the Contract by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Contract or any other Contract with the Council; or
- b) favoured or discriminated against any person in relation to this or any other Contract with the Council; or
- c) committed an offence in relation to any Contract with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

## **(4) EQUALITIES**

- 4.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Contract, or in its employment practices.
- 4.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 4.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by

Section 76A of the Sex Discrimination Act 1975 to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.

- 4.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Commission for Racial Equality and the Disability Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 4.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Commission for Racial Equality, Equal Opportunities Commission or Disability Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 4.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

## **(5) SAFEGUARDING**

- 5.1 Where the work being undertaken in this Contract allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.
- 5.2 Where the service requirement, specification or Preliminaries determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Works under the Contract.

## **(6) HUMAN RIGHTS**

The Contractor where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

## **(7) FREEDOM OF INFORMATION**

- 7.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

- 7.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 7.2.1 The Contractor shall and shall procure that its Sub-contractors shall:
- 7.2.2 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 7.2.3 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 7.2.4 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 7.3 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 7.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 7.5 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 7.5.1 in certain circumstances without consulting the Contractor; or
- 7.5.2 following consultation with the Contractor and having taken their views into account; provided always that where sub-clause 7.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 7.5.3 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by Law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.

- 7.6 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

## **(8) AUDIT AND MONITORING**

The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Contract.

## **(9) GOVERNING LAW AND JURISDICTION**

- 9.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

## **(10) COMPLAINTS PROCEDURE**

- 10.1 The Contractor shall operate a complaints procedure in respect of any goods, services or works provided under this Contract, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

- is easy to access and understand
- clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
- provides confidential record keeping to protect employees under this contract and the complainant
- provides information to management so that services can be improved
- provides effective and suitable remedies
- is regularly monitored and audited and which takes account of complainant and Council feedback

- 10.2 The Contractor shall ensure that:

10.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

10.2.2 someone who is independent of the matter complained of carries out the investigation

10.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contractor's investigations

10.2.4 the Contractor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint

- 10.3 The Contractor will make its complaints procedure available on request

- 10.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint.
- 10.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 10.6 Where the Council is investigating a complaint, the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 10.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor, the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

## **11 CONTRACT STATUS AND TRANSPARENCY**

- 11.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Council to publish this Contract and the Tender Submission in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 11.3 The Council may consult with the Contractor to inform its decision regarding any exemptions, but the Council shall have the final decision in its absolute discretion.
- 11.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Contract and the Tender Submission.



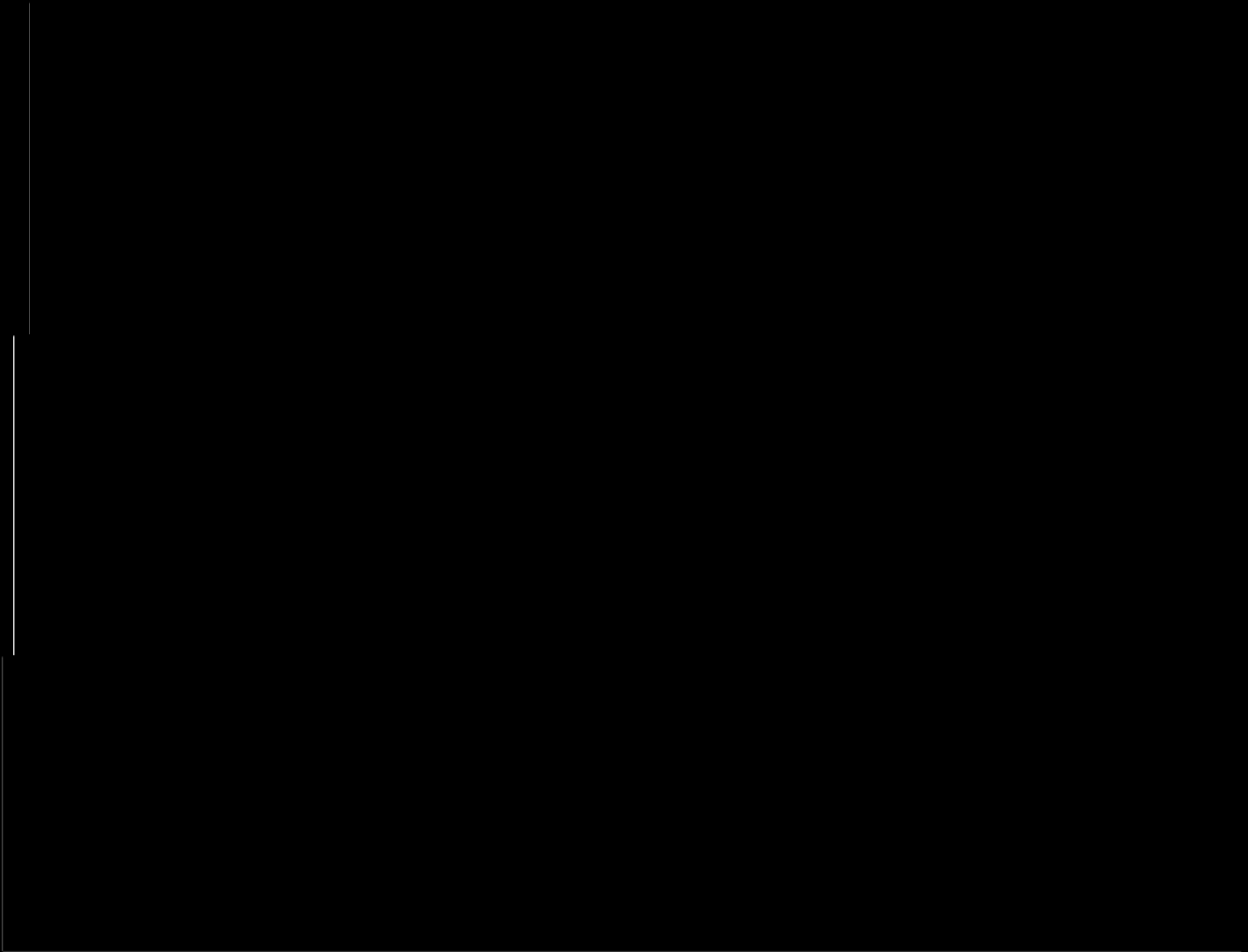
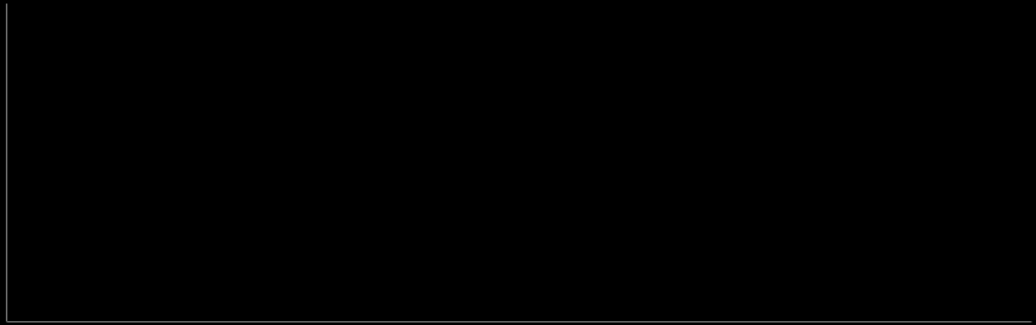














## GB-Shrewsbury: RONB 143 - Replacement of Ventilation Ductwork to Quarry Pool Strip Out Work

### Competitive Contract Award Notice

1. Title: GB-Shrewsbury: RONB 143 - Replacement of Ventilation Ductwork to Quarry Pool Strip Out Work

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement Manager, Attn: Procurement

3. Contract Type: Services

Sub Type: Maintenance and repair services.

4. Description: Ventilation ducting. This is a contract award notice for the strip out work for the replacement of ventilation ductwork at Quarry Swimming Pool to include the following:

Removal and disposal of existing ventilation ducting, slatted ceiling, light fittings and walkways with the ceiling void above the Quarry swimming pool. Works are to be completed by IRATA rope access certified operatives, including an IRATA Level 3 Supervisor.

5. CPV Codes:

39563530 - Ventilation ducting.

6. NUTS Codes :

UKG22- Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: RONB 143

9. Awarded to:

Is Awardee likely to subcontract?: No Awarded to SME?: Yes

10. Date of Contract Award: 09/02/2023

11. Number of Tenders Received: 2

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=760064097>



Suitable for VCO: Yes

Procedure Type: OPEN

Period of Work Start date: 01/03/2023

Period of Work End date: 31/03/2023