

INVITATION TO TENDER ACKNOWLEDGEMENT FORM

To:
Rawiya Jenkins
Imperial War Museum London,
Lambeth Road,
London, SE1 6HZ

Email – rjenkins@iwm.org.uk

From:

Date:

Dear Sir / Madam

Invitation To Tender: Imperial War Museum London, People Power Exhibition Main Contractor Works

Upon receipt of this tender document, the bidder is requested to complete this acknowledgement form and send it, either via post or email as a scanned attachment, to Rawiya Jenkins at the Imperial War Museum London, with one of the following options below deleted.

- ❖ We confirm that we shall be submitting a tender by the due date and time.
- ❖ We confirm that we shall not be submitting a tender and our reasons for this decision are detailed below. The Tender documentation is being returned under separate cover.

Reasons for declining to tender, if applicable:

Yours faithfully

Signature:

Name (Print):

Date:

TENDER DOCUMENT

For the

IWM LONDON PEOPLE POWER EXHIBITION MAIN CONTRACTOR WORKS

At

IMPERIAL WAR MUSEUMS LONDON

LAMBETH ROAD

LONDON

CLIENT

Trustees of the IWM,
Lambeth Road,
London,
SE1 6HZ.

DESIGNERS

IWML Design Team,
Lambeth Road,
London,
SE1 6HZ.

PROJECT MANAGERS

IWML Exhibitions Management Team,
Lambeth Road,
London,
SE1 6HZ.

QUANTITY SURVEYORS

Fraser Randall,
The Ship, 228 Long Lane,
London,
SE1 4QB.

Tender Contents

IWM London People Power Exhibition Main Contractor Tender

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PART ONE

Section 1 – Introduction

Introduction

On behalf of the Trustees of the Imperial War Museums, your company is hereby invited to submit a competitive tender for the Main Contractor contract for the People Power Exhibition at the Imperial War Museum London.

This tender has been designed to ensure that all tenderers are given equal and fair consideration. It is important that you provide all the information requested and in the format specified. It is, therefore, essential that you read fully the Instructions to Tenderers section contained within Part 1 of this documentation.

Document Makeup

The tender is made up of two parts:

Part 1: Tendering Instructions & Procedures, Preliminaries, Site Safety & Conditions Information, Valuation Procedure, Project Programme and Site Access & Constraints.

Part 2: IWM London Contract, Contract data (Contract particulars), Package works specification, Schedule of Works, Pricing document and associated schedules, Certificate of Bona Fide Tender & Drawings.

Project Description

Imperial War Museums (IWM)

Imperial War Museums is the world's leading authority on conflict and its impact, focusing on the United Kingdom, its former Empire and the Commonwealth, from the First World War to the present. Through the powerful stories and experiences in its unique collections, IWM's vision is to enrich people's understanding of the causes, course and consequences of war and conflict.

IWM has five branches: IWM London, its flagship branch, the Churchill War Rooms in Whitehall, HMS *Belfast*, moored in the Pool of London, IWM Duxford, near Cambridge, and IWM North in Trafford.

Imperial War Museums London (IWML)

IWML has been in its current location, the central portion of the historic building that housed the former Bethlem Royal Hospital, since 1936. A major redevelopment commenced in 1989, resulting in the creation of a central atrium and new galleries through the infill of the original courtyard. Further additions, such as an education suite, the Holocaust Exhibition, and the Lord Ashcroft Gallery, subsequently took place, before the new development, with new First World War gallery and reconfigured Atrium galleries was completed and opened to the public in 2014.

People Power – Project Summary

The People Power exhibition will trace the history of the peace movement against the backdrop of world events both through the organisations involved and the individuals who made a stand. It will also explore the vast output of creative responses made by those opposed to war.

This is the first time that IWM has attempted an exhibition looking at this fascinating topic across the Museum's whole remit. It presents an excellent opportunity to utilise the strength of IWM's Collections in this area, as well as assemble significant loans. It will also emphasise how IWM is an institution that analyses conflict from all angles.

Project Timeframe

The intended appointment date for the Main Contractor is 2nd December 2016. On-site works for the exhibition fit-out will take place during early and mid-February 2016. All on-site works, including all aspects of commissioning, will be completed by the end of February 2016.

A period of handover from the Main Contractor to the museum's operational team will lead up to Practical Completion, during which it is expected that key personnel in all areas of technical services will be available

as part of the Contractor's offer.

Tender Evaluation

The criteria for tender evaluation are set out in the Instruction to Tenderers, which is contained within Part 1 of the tender documentation.

Within your tender return we would expect to see:

- Detail of your key management resource, including role, CV's, location & extent of involvement.
- The general approach to the works, both off and on site.
- The sequencing of works & the interface between those by different sub-contractors.
- The approach & method for the management of sub-contracted works elements.
- Details of all sub-contractors, including personnel, location and works allocated to them.
- Your processes of drawing sign off, through to sampling & construction.
- A copy of your Health & Safety policy.
- The management of the site & the proposed management resource in-situ.
- Programming considerations, a clear programme of your proposed delivery sequencing and statement of minimum notice period for alteration to site handover dates.
- Quality Assurance Statement.
- Main summary and priced schedule of works.
- Priced preliminaries.
- Dayworks rates.
- Signed Bone Fide Tender Certificate.

Please also pay close attention to the checklist attached to your ITT letter.

Section 2 – Instructions to Tenderers

Instructions to Tenderers

1. Definitions

'The Client' is the Trustees of the Imperial War Museums London, Lambeth Road, London SE1 6HZ

"The Designer" is the Imperial War Museum's in-house design team.

"The Project Manager" (PM) is the Imperial War Museum's in-house exhibitions team.

"The Project" is the IWM London People Power Exhibition Fit Out.

2. Invitation

Tenders are invited for the following Main Contractor Works package utilising a competitive tendering procedure. The tender shall be based upon the enclosed drawings and specification and priced in accordance with the invitation to tender letter and all documents therein.

3. Tender Documents

- 3.1 A complete set of Tender Documents consists of one copy of each of the documents listed in the Contents page. Electronic versions of the Tender Documents will be issued.
- 3.2 The tenderer is to complete the attached checklist as part of their tender return.
- 3.3 Any questions regarding the tender or tender return should be submitted in writing to the Project Manager by the close-of-business 18th November 2016. Any questions received after this date may not receive answers. Responses will be issued back to all tenderers by the close-of-business 22nd November 2016.

4. Post-Tender Interview

- 4.1 When the Client considers it necessary, arrangements for a post-tender interview may be made. The post-tender interview will be an opportunity to clarify points and to discuss the tenderer's offer in more detail. If post-tender interviews are deemed necessary, Tenderers shall be given notice during or following the tender period of the time and date for the interview. Post-Tender interviews have been provisionally scheduled to take place on 1st and 2nd December 2016.
- 4.2 Tenderers shall be notified in writing at least three days before the date fixed for the post-tender interview of points (if any) which must be clarified.
- 4.3 Information collected by the tenderer at a post-tender interview shall be treated as supplementary or complementary to the Tender or the future Trade Contract and execution of work thereunder by the selected tenderer and shall not supersede the information given in the Tender Documents.
- 4.4 Clarifications made or answers to queries given verbally or with supporting documents by anyone who is conducting the post-tender interview or anyone participating in it shall not modify, change, supersede or amend the information given in the Tender Documents unless and until an addendum is issued by the Project Manager under section 6 of this document.

5. Interpretation of the Tender Documents and Site Visits

- 5.1 The tenderer shall be deemed to have read these instructions and no claim will be entertained on the grounds of failure to have read or comply with these Instructions or for any alleged misunderstanding of their import.
- 5.2 It is the tenderer's responsibility to examine the whole of the Tender Documentation and to satisfy himself that their full import, severally and jointly, is completely understood and that a full set of Tender Documents as set-out in the Contents, has been received. No claim will be entertained on

the grounds that the tenderers failed to see or receive any of the Tender Documents in whole or in part.

- 5.3 The tenderer shall visit and inspect the site entirely at their own risk and expense, and obtain all requisite information regarding the nature of the site, conditions, means of access, location of existing services and any other matters under which the Trade Contract works are to be carried out. Arrangements for visiting site shall be made with the Project Manager, as detailed in the Invitation to Tender letter.
- 5.4 All information collected by tenderers during site visits shall be treated as strictly confidential and shall not be used by tenderers other than for the purposes of preparing their tender bid.
- 5.5 In case any doubt exists to the interpretation of the Tender Documents or any part thereof the tenderer may send a written request to the Project Manager for any interpretation. This should be by email to Rawiya Jenkins (rjenkins@iwm.org.uk) and Debbie Dance (ddance@iwm.org.uk).
- 5.6 Any queries during the tender period are only to be addressed in writing to the Project Manager and not to members of the Design Team or Client, as detailed in the Invitation to Tender letter. The question and response will be circulated to all tenderers.

6. Revision of Tender Documents

- 6.1 Any revision, addition, deletion, modification, explanation, interpretation or clarification of or to any part of the Tender Documents shall be made only by formal addenda duly issued by the Project Managers at least seven days prior to the tender closing date, to all recipients of the Tender Documents.
- 6.2 The Project Managers will not be responsible for nor bound by any revision, addition, deletion, modification, explanation, interpretation or clarification except those contained in formal addenda. Such addenda shall become part of the Tender Documents.

7. Revision of Tender Documents

It is the Tenderer's responsibility to inform himself fully of all aspects of the Project and he shall not be entitled to claim at any time after the submission of his tender that the Client, Designer or the Project Manager should reimburse him for expenses incurred as a result of any misunderstanding with regard to his obligations. No verbal agreement or conversation with any officer, agent or employee of the Client, Designer or of the Project Manager or any other organisation retained by the Client, Designer or of the Project Manager either before or after the execution of the Trade Contract shall affect or modify any of the terms or obligations therein contained.

8. Deviation from Tender Documents

Save as hereinafter mentioned the tenderer shall not deviate from the Conditions of the Trade Contract in any respect or from the Specification in any material respect. Should the tenderer consider it necessary or desirable to deviate from the Specification in any material respect, then, he may in addition submit, as a supplement to the tender an alternative specification indicating clearly the extent of the deviation and his reason for the deviation. The tenderer must still submit a complete response to the original specification otherwise his bid will be considered invalid. The Project Manager's decision as to what constitutes a material respect shall be final and binding on all parties.

9. Submission of Tenders

- 9.1 Tenders shall be submitted by 3pm on the tender closing date of 25th November 2016, and delivered to Simon Bourne at the Imperial War Museum London, Lambeth Road, London, SE1 6HZ.
- 9.2 Tenders shall be made in sealed envelopes marked **IWM London People Power Exhibition Main Contractor Tender Return**, but which do not mention the name of the tenderer or include any

reference of mark of the tenderer. Three hard copies (all bound) of the full bid are to be submitted along with an electronic copy on CD or appropriate portable media, including readable versions of pricing schedules, priced preliminaries, dayworks and programme (please refer to tender deliverables checklist for the exact requirements). Electronic version of the pricing schedule must be returned on Excel 2007, or later.

- 9.3 Unsealed, torn, damaged or spoilt envelopes or envelopes which identify the tenderer in any way shall not be accepted.
- 9.4 All Tender Documents belong to the original named tenderer and are not transferable to third parties.
- 9.5 After the closing date of the Tender all documents submitted in response to the Invitation to Tender, or any clarification submitted subsequently at the request of the Client, within the dates and times specified, shall become the property of the Client from the time of the submission and under no circumstances shall any part of the Tender be released to the tenderer or to any other party even after the selection of the successful tenderer.
- 9.6 Submissions made by the tenderer, based on the Tender Documents issued, shall be construed as the tenderer's unconditional undertaking to comply with all terms and conditions of the Tender and if selected, to comply with all terms and conditions set-out in the Tender Documents and to sign a formal Trade Contract before the commencement of the works.
- 9.7 The tenderer is not allowed to submit a tender for a part of the works.
- 9.8 Subject to the provisions of the above any tender for the supply of materials shall be in agreement with the accepted sample of materials to be supplied or in accord with the authorised specifications or drawings with which the tenderer is required to be acquainted.
- 9.9 Subject to the provisions of the above the submission of a tender shall be treated as an implied acknowledgement of the tenderer's awareness of the tender specification and drawings.
- 9.10 The tenderer shall be bound by his Tender from the time of submission up to the expiry date for the tender validity period. The tender will remain valid for the period stated in the Trade Contract.
- 9.11 The form of tender shall be signed by the tenderer and all Tender Documents shall be officially stamped by the tenderer. If the tenderer is a company or corporation the tender shall be signed by an officially authorised person.
- 9.12 Any tender submitted after the Tender closing date shall not be evaluated.
- 9.13 If required by the Tender Documents, samples submitted by tenderers shall be submitted separately from the tender, shall be stamped by the tenderer and shall be signed or distinctly marked by the tenderer. The Client or Project Manager shall keep all submitted samples until examined and accepted for supply or rejected and returned to the tenderer. At least two units of the relevant sample shall be submitted if the sample is to be used for analysis or experimental purposes.

10.Submission of Tenders

- 10.1 Notwithstanding the contents of the following Schedule of Works, the Contractor shall include in his tender for all items necessary to fully complete the Works shown on the Designer's drawings, irrespective of whether that work is specifically referred to or described in the Schedule. The description attached to each item shall in no way act as a limitation on the full amount of work required. He must also allow for all other relevant drawings, specifications, current Building Regulations, statutory body requirements, etc.
- 10.2 The rates and prices entered in the pricing documentation shall be submitted based on the accompanying invitation to tender letter and all documents listed therein.

- 10.3 Rates and prices shall be fixed to for the period stated in the trade contract from this tender issue date and be expressed in pounds sterling. There will be no allowance made in payments for currency fluctuations or inflation rates, and prices shall be net of any discounts and be exclusive of Value Added Tax. The price shall be treated as a fixed price lump sum and the tenderers attention is drawn to the fact that the schedule of rates provided are indicative only and shall not form part of the Trade Contract.
- 10.4 All items in the Tender Documents which require completing or pricing by the tenderer shall be completed or priced or moneyed out in BLACK INK.
- 10.5 The crossing out or striking off of prices shall be avoided as far as possible. Any alteration or correction shall be clearly written after deleting the incorrect part. The tenderer shall initial any correction or alteration.
- 10.6 If the tenderer refrains from stating the price of an item or category in a list then it shall be treated at the discretion of the Client and the Project Manager either as a refusal by the tenderer to quote an offer in respect of that item or category or as an acknowledgement by the tenderer that the price of such item or category is included in the overall quoted price.
- 10.7 The tenderer shall not be allowed to increase or decrease his quoted price after submission.
- 10.8 If there are any discrepancies in the price list submitted by the tenderer either in items or totals the Client and the Project Manager may make the necessary corrections in the tender.
- 10.9 If the stated price in figures is different from the price stated in words then the price stated in words shall be considered as the offer.
- 10.10 If the unit price differs from the total price the unit price may be considered as the offer.
- 10.11 Subject to any provision to the contrary stated in the Tender Documents, the price quoted in the tender shall be considered inclusive and shall be deemed to cover all expenses and commitments to be borne by the tenderer in the performance of the Trade Contract such as freight, shipping, insurance, customs duty, clearance, off-loading and handling for the delivery of materials to the location specified in the Tender Documents.
- 10.12 The quoted prices are final and binding and shall not be revised or altered because of fluctuations in prices or duties or any other reason.
- 10.13 Qualified tenders must not be submitted. Any tender which is accompanied by any conditional letter or qualification whatsoever will lead to the tenderer's tender submission being rejected without further discussion with the tenderer.

11.Sub-Contractors' Qualification

- 11.1 In the event of a tenderer proposing to sub-contract elements of the works, the following details shall be included in the tender:
 - a) evidence in writing of firm commitments from sub-contractors to whom it is intended to sub-contract the supply of any major items or the execution of any major portion of the Project.
 - b) evidence that all obligations imposed by the Tender Documents on the tenderer have been fully understood and accepted where applicable by the sub-contractors referred to in (a), above.
 - c) in the case of any sub-contractor to whom it is intended to sub-contract the execution of any major portion of the Project, information on the nature of his organization and evidence of his competence to undertake the work involved, together with details of the specialised staff to be used and previous working history with the tenderer on reference projects.

- 11.2 The Trade Contractor shall obtain the Project Manager's prior written approval for sub-letting of any portion of the Trade Contract works prior to the signing of the Trade Contract.

12.Evaluation of Tenders

- 12.1 Cost. Initial evaluation, which will determine which tenderers are invited to interview, will be based on price and which, of those that demonstrate an ability to meet the wider tender requirements and quality aspirations, represent the most economically advantageous.
- 12.2 Quality. Final evaluation will be based on the content and quality of the tender return, and discussions and clarifications at the post-tender interviews. The basis of this stage of review will be the following:
- Conformity of the tender return to the requirements of the Project
 - Project approach and appreciation
 - Contractor's team
 - Management and coordination of sub-contractors
 - Compatibility with the Project team
 - Recent and relevant experience
 - Design compliance
 - Current workload
 - Contractor's comments on design responsibility

The Client shall not be bound to award a Trade Contract to the tenderer submitting a tender with the lowest price, or to any tenderer.

The Client has the right to omit items during bid clarification.

Please refer to the Tender Evaluation section of the Introduction (Part One, Section One) for outline of what would be expected within the tender return.

13.Provisional Intention to Award the Trade Contract

- 13.1 The Client shall notify the successful tenderer in writing of the Client's provisional intention to award the Trade Contract. Such notification shall not result in any legal liability by the Client to the successful tenderer. The legal liability of the parties shall only start on the earlier of:
- i) the signing of the Trade Contract; or
 - ii) the issue by the Client to the successful tenderer of a facsimile/letter of intent of Trade Contract.

In the case of (ii) above, a Trade Contract must still be signed before payments can be made to the successful tenderer.

- 13.2 If the successful tenderer fails to respond to, or acknowledge receipt of the Letter of Intent, or fails to forward, to the prescribed staff, bonds, insurances or other documents, as required, or fails to sign the Trade Contract or fails to commence work as required, or comply with any other advices or instructions given in the Letter than in all cases, within the prescribed time limits, the Client shall have an absolute discretion to revoke the Letter and issue a fresh Letter of Intent, simultaneously, to any other tenderer acceptable to the Client, without prejudice to any procedural contractual, legal or other actions to be initiated against the defaulting tenderer.

14.Parent Company Guarantee

- 14.1 In the event of a requirement being stated in the Contract Data for a Parent Company Guarantee, the tenderer shall submit a Parent Company Guarantee from an approved bank or approved insurance company immediately upon the date of notification of provisional intention to award the Trade Contract.

- 14.2 The form of the Parent Company Guarantee shall be as set out in the Contract Data and Part 2 of the Tender Documents.
- 14.3 If the tenderer shall fail to submit the Parent Company Guarantee within the period specified, the Client may allow a further 5 days for the submission of the Parent Company Guarantee. If the tenderer fails to make the required submission within the extended period he shall be treated as failing to perform his duties and necessary action may be taken against him according to these Instructions to Tenderers.
- 14.4 If the successful tenderer shall submit the Parent Company Guarantee within the period specified but shall fail to sign the Trade Contract within a reasonable time of being called upon so to do without an acceptable or valid reason or shall express his unwillingness to sign the Trade Contract he shall be deemed to be withdrawing from the tender/to be in breach of contract as appropriate. In such an event the provisions above shall be applied against the tenderer and his Parent Company Guarantee shall then be liable to consequent forfeiture. The Client may then award the tender to the next best tenderer and may claim and deduct any additional costs involved against monies owed to the withdrawing tenderer/contractor (as the case may be) by the Client to the defaulting tenderer or by legal action.

15. Insurance

- 15.1 The tenderer shall be deemed to understand the indemnity and insurance requirements as set out in the Contract Data, under the Contract to be signed by the successful tenderer. It shall be the responsibility of the tenderer to ensure that insurances to be taken out by him under the Contract shall be sufficient to cover all insurable risks and liability exposures associated with the works to be performed.
- 15.2 The successful tenderer shall submit Certificate(s) of Insurance or Cover Notes or Policies taken out as per the Contract within ten days from the date of notification of provisional intention to award the Trade Contract.
- 15.3 All insurances required under the Contract shall be arranged by the tenderer before any work relating to the project is commenced.
- 15.4 If the tenderer shall fail to submit the required insurances within the specified period he shall be treated as failing to perform his contractual obligations and necessary legal or other action may be taken against him according to the Tender Documents.
- 15.5 In addition to the insurance to be taken, and if applicable, the tenderer shall prepare a full programme of risk management to be implemented during the contract term. The programme shall cover all aspects of health & safety, security and insurance while the trade contract work is executed.

16. All Document Confidential

The tenderer (whether his tender is accepted or not) and all other recipients of the Tender Documents (whether they submit a tender or not) shall treat the details of the Tender Documents as private and confidential. In particular no information concerning this or any other tender shall be issued to television, radio or press or other media and social media services without the prior written approval of the Client. The tenderer shall impose a similar condition on any supplier or sub-contractor.

17. Canvassing

Any form of canvassing is prohibited. If a tenderer or any person acting on his behalf shall make any representation intended to influence the consideration of the tenders, either directly or indirectly to the Client, Design Team, Project Manager, Consultants or to any person officially concerned in the consideration of the tenders, then his tender shall be disqualified.

18.Costs of Tender

All costs incurred by the Tenderer in the preparation of his tender and any work in connection therewith shall be solely at the expense of the tenderer.

19.Discrepancies in Tender Documents

If there is any discrepancy or conflict between the documents the tenderer shall bring any discrepancy in the Tender Documents to the notice of the Project Manager before submitting his tender. No adjustment to the tender price sum will be allowed for any discrepancy discovered after the tender closing date.

Section 3 – Preliminaries

Preliminaries

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Preliminaries

Preamble

The Works are the Main Contractor contract works for the exhibition fit out of the People Power exhibition at the Imperial War Museums London (IWML).

Throughout this document reference to the "Client" will mean the Trustees of the Imperial War Museums.

Throughout this document reference to the "Designer" will mean in-house designers at the Imperial War Museum London.

Throughout this document reference to the "Project Manager" will mean the in-house exhibitions team at the Imperial War Museum London.

1. Names of Parties to the Project

Client:

Trustees of the Imperial War Museums, Lambeth Road, London, SE1 6HZ.

Exhibition Design:

In-house designers of the Imperial War Museums, Lambeth Road, London SE1 6HZ.

Project Manager:

In-house exhibitions team of the Imperial War Museums, Lambeth Road, London SE1 6HZ.

Quantity Surveyors:

Fraser Randall, The Ship, 228 Long Lane, London, SE1 4QB.

Specialist Lighting Consultant:

Luminance Lighting Design, 19 Heathmans Road, London, SW6 4TJ.

2. Description of the Project

The People Power exhibitions will be situated in the D36 and D30 galleries on the third floor of the IWM London.

The peace movement has been a complex and evolving force within British history over the last 100 years. The modern peace movement was kick started by the First World War, the first conflict to see mass mobilisation and conscription in Britain. This war began to define an individual's right to object to war for reasons of conscience and saw the creation of various peace organisations that gained in strength in the 1920s and 30s. The Second World War severely tested anti-war feeling, but saw greater numbers of Conscientious Objectors. In the nuclear age, groups like the Campaign for Nuclear Disarmament (CND) were part of a counter-culture that gained prominence in 1960s society and anti-nuclear protest was also pronounced in the 1980s. In 2003, millions of people in Britain and across the globe were involved in the largest anti-war demonstrations in history. Whilst now very different in nature, the peace movement is still as relevant today as it was at the time of the First World War.

This exhibition will trace the history of the peace movement against the backdrop of world events both through the organisations involved and the individuals who made a stand. It will also explore the vast output of creative responses made by those opposed to war.

This is the first time that IWM has attempted an exhibition looking at this fascinating topic across the Museum's whole remit. It presents an excellent opportunity to utilise the strength of IWM's Collections in this area, as well as assemble significant loans. It will also emphasise how IWM is an institution that analyses conflict from all angles.

3. **Arrangement to Visit the Site/ Location of the Site**

Site visits can be arranged prior to the tender submittal for a **maximum of two people per tenderer**. To arrange a site visit please contact Deborah Dance, ddance@iwm.org.uk, 020 7416 5246.

4. **Form of Contract**

The Form of Contract will be in the Imperial War Museum's bespoke contract format. A copy of the contract conditions can be found within the Contract section (Part Two, Section One) and the Contractor should familiarise themselves with the full contract as required.

5. **Income Tax**

Any order placed with the Contractor will be subject to the provisions of the Income and Corporation Act 1998, which requires the Project Manager on behalf of Client to satisfy himself that the Contractor holds an appropriate Tax Certificate or Registration Card required by this Act. In the event that the Contractor does not provide the Project Manager with the necessary certifying document as described in the Inland Revenue Advice Booklet - Construction Industry Schema IR14/15 (CIS), the appropriate percentage will be deducted from the labour element for all payments due, as an advance payment of Income Tax, and paid on behalf of the Contractor to the Inland Revenue.

6. **Value Added Tax**

The prices affixed to items for work detailed in the Pricing Schedule shall include for all import duty, customs or other charges, where such are subject thereto, at the date of lodgement of tender, or at any other designated date but shall be exclusive of Value Added Tax.

7. **Pricing**

Prior to submitting his tender the Contractor shall be deemed to have understood site restrictions and made himself fully aware of all conditions under which the Contract Works will be carried out and of the adequacy and accuracy of the information provided in the Tender Enquiry Documentation. No claim of any kind will be considered for want of knowledge of the Site or the area surrounding the Site.

The tender price shall apply irrespective of the number of visits which have to be made to the Site in order to comply with the Project Manager's programme.

The Contract Works may be carried out at various levels and positions and the tender price shall include for work being carried out at such levels and in such positions as may be specified or shown on the Tender Drawings and / or Specifications.

The Contractor will be required to provide all tools and tackle for carrying out the Contract Works excepting only such items as are specifically described in the Tender Enquiry Documentation as being provided by the Project Manager. The Tenderer is referred to the List of Common User Services, detailed at the end of these Conditions. No tools/equipment/ladders/access equipment etc. will be provided by the Client. Any aerial access equipment required must be supplied by the Contractor for the duration of the works on site.

The tender price shall include for all labour for unloading and transporting materials, plant, etc., to the positions where they are required on Site.

This tender enquiry implies no obligation on the part of the Client to accept the lowest or any tender or responsibility for any expense or loss which may be incurred by the Tenderer in the preparation of his tender.

8. **Responsible Person**

The Contractor shall provide curriculum vitae for the responsible person who will maintain a full time presence on Site throughout the period of the Contract Works, who shall be approved by the Project Manager.

This aforementioned person shall have full authority to take instructions from the Project Manager and do everything necessary for the proper execution of the Sub Contract Works. This person shall not be changed or replaced without the prior written approval of the Project Manager. Notwithstanding this the Contractor shall provide all necessary managerial and technical support and supervision during the currency of the Contract Works to ensure completion in accordance with the Project Manager's programme, including attendance at Site meetings as required. The Contractor shall be represented at Site meetings by a Director if requested by the Project Manager.

9. Removal of Personnel from the Project

The Project Manager reserves the right to have any member of the Contractor's management, supervision team and/or site personnel removed from the Project without explanation. The Contractor will be responsible for the immediate replacement of the removed person with a person of equal calibre who shall be approved by the Project Manager.

10. Site Location & Layout

Imperial War Museums, London. The Contractor is referred to IWML Project Constraints Section (Part One, Section Seven) for the location plan, access route and site set-up methodology.

11. Access to the Site

Access to the site shall be via the rear yard. The Contractor is advised to liaise with the Project Manager concerning restrictions to be imposed regarding deliveries to the Site, etc. (please refer to section 16, below). The Contractor is to note that access will be subject of protocol imposed by the Imperial War Museum London, and shall comply with all restrictions in connection with parking, unloading etc., imposed by the London Borough of Southwark, in addition to the Police Local Highway Authority and Geraldine Mary Harmsworth Park etc., during the currency of the Contract Works.

All the Contractor's, and sub-contractors', personnel are required to attend an induction by the IWM Security Staff in the Security Office, located in the rear yard, prior to commencing work on the site. The Contractor shall notify the Project Manager 48 hours prior to persons requiring an induction coming to site.

All the Contractor's operative personnel attending site must be accredited with the Construction Skills Certification Scheme (CSCS), and produce the relevant card at their induction course, in order to be able to carry out work on the site.

Any special requirements such as crane offloading must be agreed with the Project Manager and, provided such agreement is given, the Contractor shall be responsible for agreeing same with the Local Authority, Police and surrounding Park.

The Contractor shall adhere to directions given by authorised security personnel and the Project Manager. Details for signing in and out of the building will be advised during the site induction process.

The Contractor shall not use the Site or other areas of the building for any purpose other than the carrying out of the Contract Works.

The Contractor shall confine operations to the area of the Site, or such other areas as the Project Manager may specifically direct. Any works to be undertaken outside the area of the Site shall be undertaken only on the written instruction of the Project Manager.

The Contractor shall make due allowance in his tender price for local conditions, the nature and accessibility of the Site, the nature and extent of the operations and storage for materials including all additional handling and transporting due to Site conditions.

Should the Contractor fail to comply with these requirements and continue to do so upon written notification from the Project Manager, then the Project Manager shall be entitled to remedy such default at the Contractor's risk and expense.

Should access from the public highway be unavailable at any time for whatever reason, the Contractor will have no redress from the Project Manager or the Client whatsoever.

12. Delivery of Materials, Plant, Equipment

All deliveries are to be made to the building at a time agreed with the Project Manager for making such deliveries. 48 hours notice shall be given by the Contractor to the Project Manager of any deliveries. Un-notified deliveries may be refused access and turned away from the Site at the discretion of the Project Manager. If such access has been refused the Contractor will bear all costs in connection with the failed delivery.

Parking at the rear yard of the museum is restricted. Any requests for parking space must be submitted to the Project Manager 48 hours in advance (minimum), but this will not guarantee parking will be available.

The Contractor will be expected to provide all necessary labour, lifting equipment, etc., to unload the materials and remove to the Contractor's working area on Site agreed with the Project Manager, without delay. Failure to provide the necessary labour and lifting equipment will result in deliveries being turned away undelivered and any resultant cost being borne by the Contractor.

The Project Manager will schedule all deliveries to the Site to the nearest available time period requested by the Contractor.

Roads, loading bays and access lifts shall be left clean and clear to allow access for emergency vehicles at all times.

Deliveries to the Site shall be made in accordance with the Project Manager's delivery schedule requirements.

The Contractor shall thoroughly survey access issues for materials, plant, equipment and any elements of pre-fabricated works coming into the site.

The Contractor shall ensure that all delivery vehicles and refuse vehicles are of a size suitable to negotiate the surrounding roads and area in a safe manner.

13. Security

The Contractor shall comply with all regulations and operating restrictions imposed by the Client / Project Manager with regard to access routes through the site.

The Contractor shall give the Project Manager 48 hours notice of personnel visiting the site.

It cannot be stressed too highly that if the Contractor does not comply with the Site security and access regime, access to the Site will be refused. Neither the Client, nor the Project Manager, will accept responsibility for any cost and/or programme effect arising from the Contractor not complying with the Site security and access regime.

14. Site Opening

The site will be open from 8.00 to 17.00 Monday to Friday. The Contractor shall allow for completing all of his Site operations during these hours, within the stated programme period and the constraints imposed by the Client, Project Manager, Police, the Local Authority, etc.

Should the Contractor require the Site, or any part thereof, to be opened outside these hours, for any reason, he must submit a request to the Project Manager at least two days in advance, and shall reimburse the Client for any costs incurred by the Project Manager, the Client and/or his security staff.

15. Site Progress Meetings

Site progress meetings chaired by the Project Manager will be held on a regular basis. These meetings shall be attended by representatives of each of the Contractors and the Design Consultants unless otherwise agreed.

Similarly, the Contractor's Site Foreman shall attend daily morning co-ordination meetings with the Project Manager.

16. Vertical Distribution of Materials and Personnel

All vertical distribution required will be via the goods lift, which is located in the rear yard, as shown on the site layout in IWML Project Constraints Section (Part One, Section Seven). There may be restrictions on use of the goods lift and, therefore, the Contractor is to liaise with the Project Manager 48 hours before use is required, to ensure that it will be available.

17. Removal of Debris Arising

The Contractor will be responsible for removal of all debris and rubbish arising from the Contract Works and must maintain a clean and clutter free environment. All waste removed by the Contractor should be disposed of as per the directives given in their environmental policy.

The Contractor will be responsible for clearing of waste and cleaning required from their works. The Contractor will be responsible for removal of waste and debris from the Site. Skips will not be provided by the Project Manager.

If notified by the Project Manager to rectify a failure to maintain the required levels of cleanliness, the Contractor must rectify within 24 hours. If not done so within this time, the Project Manager shall be entitled to rectify any such lapse at the Contractor's expense.

The Contractor shall respond and action, within two hours, any request by the Project Manager to clear debris and clutter in a localised space.

Upon the completion of the Contract Works the Contractor shall remove all surplus plant, materials and equipment from the Site other than such items, if any, as are then known to be required for the making good of defects in the Contract Works and shall leave the Site in a tidy condition to the satisfaction of the Project Manager.

18. Storage of Materials

No materials, components or equipment shall be placed or stored on new or partially completed work in any manner which may damage the Contract Works or work executed by others.

There is no provision for the storage of materials or partially finished items by the Contractor. The Contractor is responsible for determining site storage within the site area, in conjunction with other parties requiring access and/or undertaking work there, and without causing any damage to complete or partially completed works, or creating obstacles to access/exit to the site.

The Contractor shall relocate materials or partially finished exhibits if so requested by the Project Manager within 24 hours of such request being made or immediately if so requested.

No flammable materials are to be stored on the Site.

All gas cylinders not actually in use are to be chained upright in well ventilated enclosures or cages fitted with the appropriate notices outside the building.

The actual position for storage of gas cylinders shall be agreed with the Project Manager prior to them being stored on Site.

19. Permitted Loading on the Existing Structure

At no time during the course of the Contract Works shall the Contractor allow the superimposed load of any materials, rubbish, debris etc on floor or roof slabs to exceed their permitted loading.

However, the Contractor shall ascertain the acceptable loading on any part of a floor slab prior to loading it with materials, rubbish, and debris, to ensure that the allowable superimposed load is not exceeded.

If, during the course of the Contract Works, the Contractor foresees the stated loading being exceeded, he shall submit a method statement to the Project Manager detailing how he proposes to ensure that the stated loading on a slab is not exceeded.

20. Confidentiality

The Client reserves the right to require those Contractors involved with the Construction Project to enter into a binding confidentiality agreement. Whether or not a confidentiality agreement is in place all firms and individuals involved with the Construction Project are required to:-

- a) Physically protect all data from loss or theft.
- b) Have regard to the commercial interest of the Client.

The taking of photographs on the Site is prohibited without the express written permission of the Project Manager and the Client.

No statement, photograph, copies of drawings or other documents of any kind shall be given to the press, radio or television without the express written permission of the Project Manager and the Client.

21. Existing Services

The Contractor shall protect, uphold and maintain all existing pipes, ducts, sewers, service mains, cables, etc during the execution of the Contract Works.

The approximate positions of existing services around the Site are indicated on drawings which are available for inspection in the Project Manager's office.

The Contractor shall make good any damage caused to existing services due to his operations at his own expense and pay any costs and charges in connection therewith.

22. Method Statement

The Contractor shall provide, to the Project Manager's satisfaction, a detailed Method and Safety Statement for all operations which, in the opinion of the Project Manager, are required to maintain the safe and organised operation of the Site. All associated costs shall be deemed to be included in the Contractor's tender price. This must be provided to the Project Manager at least a fortnight before the works commence.

23. Adjoining and Adjacent Buildings

The Contractor's attention is drawn to the fact that adjacent buildings are in constant use by their

owners and occupiers for vehicle access routes. There are residential properties in close proximity to the Site.

The Contractor is to arrange and carry out the Contract Works and take adequate precautions so as not to cause any interference or interruption to the use of adjoining buildings and adjacent properties including roads, footpaths and other access thereto by the adjoining and adjacent owners and occupiers and the public and he shall conform to all instructions or directions given by the Project Manager in this regard.

Should it be necessary for any plant, machinery or equipment to project or operate over adjoining or adjacent property or rights-of-way the Contractor shall obtain the permission of the adjoining or adjacent owner or occupier and obtain legal licences as necessary. The Contractor shall indemnify the Client and the Project Manager against any claim or action for damages arising from the use of any plant, machinery or equipment in this regard. The Contractor shall ensure that the security of the adjoining and adjacent properties shall not in any way be impaired due to any building operation executed under the Contract Works.

24. Maintenance of Existing Buildings etc

The Contractor shall make good at his own expense and to the satisfaction of the Project Manager any damage to the existing building and the adjoining and adjacent buildings to the Site caused by the carrying out of the Contract Works.

25. Temporary Accommodation

The Contractor shall not erect temporary buildings or storage areas in any surrounding roads or under any part of the existing building. The Contractor may be allocated an area for use as an office/storage area within the confines of the Site if so requested, dependent on site conditions. The Contractor will be permitted to use toilet and washing facilities as directed by the Project Manager.

26. Insurance against Injury to Persons and Property

The Contractor shall allow for maintaining insurances in respect of any expense, liability, loss, claim or proceeding by reason of personal injury or death and injury or damage to property as defined in the contract. Such insurance shall be in the minimum amount stated in the Appendix to the Contract Conditions.

27. Insurance of the Works

The Client is responsible for placing and maintaining the Contract Works insurance as defined in the Contract Data Section (Part Two, Section Two). In the event of the Contractor making a claim under this policy the Contractor should note that he will be responsible for the policy excess for each and every claim that he makes. The excess on the Client's Insurance is set down in the Contract Data Section.

28. Samples / Inspections

The Contractor shall provide all samples required by the Specification for the approval of the Designer and/or other Consultants.

Whenever work identified by the Designer, other Design Consultants and/or Project Manager requiring inspection or testing is subsequently to be concealed, seven days' notice shall be given to the Designer, other Design Consultants and Project Manager so that inspection made be undertaken or tests witnessed before concealment. Failure to give due notice may necessitate the Contractor uncovering the work and re-instating it at his own expense. Draft Record Drawings of any services to be concealed shall be issued by the Contractor to the Project Manager at the time notice is given.

29. Materials, Workmanship, Testing

It is the Contractor's responsibility to ensure that all materials and workmanship comply with the applicable Statutory Regulations, relevant British Standards and Codes of Practice current at the date of manufacture and/or installation.

No item of work shall be commenced until the results of any preliminary tests required by the Specification have been carried out and accepted.

The Contractor shall keep, and report on, accurately dated records of the progress of the Sub Contract Works, in a format agreed with the Project Manager and, when directed by the Specification, of dimensions of completed work.

The Contractor shall submit a detailed written report of the progress of his Works relating to both on and off Site activities and submit this report to the Project Manager 48 hours prior to any Site meeting.

Where the Contractor fails, in the opinion of the Designer or other Consultants, to comply with the Specification, all work, investigations and tests proposed by the Contractor to demonstrate to the Designer or other Design Consultants' satisfaction that the materials and workmanship comply with the requirements of the Specification shall be at the Contractor's expense.

The Contractor shall be responsible for any consequential costs and delays.

The results of such tests will not necessarily be accepted as proof of the adequacy of materials or workmanship.

The Contractor shall take due note of and allow necessary interfaces with and for working in accord with other Contractors during the currency of his own Contract Works.

30. Interference, Noise, Disturbance

The Contractor shall in all cases adopt the best practicable means of minimising noise on the Site and in this regard follow the guidance given in BS 5228:2009 "Code of Practice for Noise and Vibration Control on Construction and Open Sites".

For any particular job the most quiet available practicable plant and/or machinery shall be used. Stationary noise sources shall be sited as far away as possible from noise-sensitive developments and where necessary the Contractor shall use acoustic barriers to shield them.

Operatives shall be supervised to ensure compliance with the noise control measures adopted.

The body responsible for enforcement of these conditions is the Department of Environmental Health and Consumer Protection.

The Contractor shall not be entitled to reimbursement by the Client or the Project Manager of any cost, damage, loss or expense to which the Contractor has been or may be put, which have been occasioned or caused by compliance with any such notice, consent, limit, condition or instruction as aforementioned. The Contractor shall not be entitled to any extension of time for delays caused by such compliance.

Should the Contractor in the course of executing the Contract Works contravene the guidance set down in the Code of Practice or exceed the noise levels referred to in these Particular and Special Conditions, then the Contractor shall immediately cease such noisy operations. The Contractor shall agree with the Project Manager a time for the executing such works so as not to contravene the above requirements. Any costs associated with this shall be met by the Contractor.

All plant, tools etc., shall be maintained in good mechanical order and be fitted with effective silencers of a type recommended by the manufacture of the plant, tool, etc.

The Contractor shall take care to limit and minimise all vibration which may cause damage to the fabric and/or finishes of the existing building and services.

The use of explosives will not be permitted.

Operations which are subject to the above noise restrictions shall be executed 'out of hours' i.e. outside the hours noted, by prior agreement with the Project Manager. The Contractor shall however comply with any other restrictions referred to or imposed elsewhere in these Particular and Special Conditions when executing 'out of hours' working. The Contractor will be deemed to have allowed in his tender for all costs associated with executing such noisy works 'out of hours'.

Radios, music players and the like are not permitted to be used on Site.

31. Prevention of Nuisance

The Contractor shall take all proper measures to the satisfaction of the Project Manager to minimise the spread of dust, noise, pollution, etc. and to prevent any nuisance arising from the carrying out of the Contract Works.

The Contractor shall be deemed to have allowed in his tender for complying with the requirements of the Local Authority and Health and Safety Executive with regard to control of noise, pollution and all other statutory obligations.

The Contractor's particular attention is drawn to the rights of restrictive action which exist by virtue of Sections 60, 61 and 68 of the Control of Pollution Act 1974 and he shall comply with any notices, conditions or limitations that may be imposed on him or on the Client by any Local Authority under this Act.

The Contractor shall make all applications and obtain all such consents as are required under the Control of Pollution Act 1974.

32. Health and Welfare

The Contractor shall be responsible for the provision of first aid cover and equipment for both his staff and other operatives working on site, for all hours when works are taking place on Site. These hours are between 08.00 and 17.00 Monday to Friday. The Contractor is equally required to provide first aid cover and equipment if the hours of work on site are extended beyond these times.

33. Temporary Water Supply

A temporary water supply, as described in the List of Common User Services, will be provided adjacent to the Site by the Project Manager. Any extensions from this supply shall be carried out by the Contractor in an agreed manner and position, and maintained to the Project Manager's approval. The Client and the Project Manager will accept no responsibility whatsoever should this water supply be unavailable for any reason.

34. Temporary Lighting, Electricity and Telephones

A temporary electricity supply for construction purposes, as described in the List of Common User Services, will be provided free of charge by the Project Manager on the site. The Contractor shall provide his own portable 110v transformers and trailing leads.

The Contractor is required to provide his own task lighting, as required.

The maximum power available for the Contractor's use shall be agreed with the Project Manager.

The Client and the Project Manager will accept no responsibility whatsoever should the electrical supply be unavailable at any time for any reason.

If the Contractor requires telephone and/or fax facilities on Site then he shall make his own arrangements.

The Contractor should note that if he requires two way radios for use on site then these will be required to be sourced, at his own expense, from a single supplier to be named by the Project Manager to ensure compatibility of all radios used on the site.

35. Protection

The Contractor shall be fully responsible for the safety and protection of his, and his sub-contractors', materials and Contract Works until Completion of the Project.

The Contractor shall be responsible for ensuring that new work is adequately protected at the completion of each day and during periods of inclement weather.

All new work, adjacent work by others and existing structures exposed to view in the finish Contract Works shall be protected from spillage, stains and all other damage.

The Contractor shall be required to protect all delivery routes as appropriate.

The methods to be employed for protecting the Contract Works shall be stated by the Contractor prior to commencement of the Contract Works and be to the Project Manager's satisfaction.

All protection shall be of an approved fire retardant material.

Protection shall be removed and replaced as and when directed by the Project Manager at the Contractor's expense.

The Contractor shall remove all stains, blemishes, marks etc. caused to the Contract Works, as required by the Project manager and leave clean and tidy upon completion. Notwithstanding the precautions taken, the cost of making good damage by the Contractor done to other parties' works will be deducted from the Contractor's amount.

36. Cleaning and Site Clearance

The Contractor shall thoroughly clean his working and storage areas daily as the works proceed, to the satisfaction of the Project Manager and remove rubbish, debris and surplus materials daily.

If notified by the Project Manager to rectify a failure to maintain the required levels of cleanliness, the Contractor must rectify within 24 hours. If not done so within this time, the Project Manager shall be entitled to rectify any such lapse at the Contractor's expense.

Upon completion of each part of the Contract Works, the Contractor shall remove all surplus plant and material from the Site other than such things, if any, as are then known to be required for making good of defects in the work and shall leave the Site in a tidy condition that is to the satisfaction of the Project Manager.

37. Labour Returns

The Contractor will be required to complete labour returns as stipulated by the Project Manager.

38. Industrial Relations

The Contractor shall be required to advise the Project Manager of the Industrial Agreement appropriate to his Employees and Trade Union(s) party to the Agreement.

Where the Contractor does not provide the same, they will be deemed to have no operatives / personnel on site for the day in question.

The Contractor shall be responsible for resolving any labour problems with his employees. He shall keep the Project Manager fully informed of any Trade Union or industrial activity.

Where a problem occurs, involving more than one Contractor, the Project Manager (or Nominee) will act as co-ordinator to arrange meetings of the appropriate parties.

This intention and involvement does not absolve the Contractor from the responsibility of any employer towards his employees in accordance with current employment law and good industrial relations practice.

The appointment of a Site Steward must be reported immediately to the Project Manager.

Where the Project Manager's facilities are required for the purpose of a meeting, reasonable notice must be given to the Project Manager's Site Supervisor in order that appropriate arrangements can be made to minimise any inconvenience to others working on Site.

Facilities must be afforded to Site Stewards by their own employer in accordance with the appropriate industrial/domestic agreement.

The duties of a Site Steward shall be confined solely to employees and management of the Contractor by whom he is employed

An individual employee having an issue or grievance should first raise the matter with his immediate supervisor. Failing settlement, the matter should then be raised with higher levels of his employer's management, accompanied at that stage (if he wishes) by his Trade Union Steward (if one is appointed).

When more than one employee of a particular Contractor has a grievance, this should be discussed by the employees' Site Steward with the Contractor's management and not with the Project Manager.

Site Stewards should not approach the Project Manager direct, but should take any request for consultation through their own employer.

It will be expected that, in the event of a problem being unresolved, the appropriate full-time Trade Union official be called in an attempt to resolve the matter, but in the meantime there should be no stoppage of work restriction of hours worked or reduction in output. Grievances that still continue after this should be referred to the conciliation machinery appropriate to the industrial/domestic agreement for the particular employer involved.

Unless the Contractor operates under the National Working Rule for the Building Industry, a copy of the industrial / domestic agreement appropriate to his employees on the site must be provided to the Project Manager before work commences. The names and addresses of the appropriate full-time officials must also be advised to the Construction Manager at the same time.

The Contractor will be required to notify the Project Manager of the name of the person who is responsible for industrial relations on Site and of the person with ultimate responsibility for industrial relations in the Company.

39. Safety

Before commencing work on Site, the Contractor shall provide a copy of his Company Health and Safety Policy and the name of his Site Safety Officer to the Project Manager.

The Contractor is advised that the wearing of safety helmets will be a requirement for all personnel during their time on Site, unless the works being undertaken on site are deemed by the Site Manager, only, to not warrant wearing of safety helmets. To accord with this the

Contractor shall ensure that all of his operatives are issued with and wear a safety helmet to BS 5240-1:1987 at all times.

All operatives shall wear high visibility vests having their company's names, initials or logo inscribed thereon.

All Site personnel shall wear safety footwear. Eye protection and gloves shall be worn when drilling, cutting or grinding work is being carried out.

If and/or when full five-point Personal Protective Equipment (PPE) is required on site, the Contractor shall supply and ensure that all operatives wear at all times.

The Contractor shall be responsible for the safety training of all his Site personnel and shall keep an up-to-date record of all personnel who have been so trained.

The Contractor shall provide all necessary safety scaffolding and other safety measures to protect his own and other personnel during the course of his operations except for such items as it is specifically stated elsewhere will be provided by the Project Manager. The Contractor will be required to immediately stop work and comply with the Project Manager's instructions regarding any deficiencies in this respect.

The Contractor shall remove from Site any operative who persistently fails to observe the statutory requirements of the Safety, Health and Welfare at Work Act.

The Contractor shall take all the necessary precautions to ensure the safety of Site personnel, the Client's personnel, the Project Manager's personnel, consultants and the general public in proximity to the Sub-Contract Works and the Site and provide for the safety, health and welfare of work people employed on the Site to comply with the requirements of any other relevant statute, regulation or industrial agreement.

The Contractor will be Principal Contractor during the on-site period and will need to undertake all the associated roles.

The Contractor is referred to the IWM Access & Site Conditions document, a copy of which is included in this tender. The Contractor should familiarise himself with the contents of this plan.

The Contractor shall cooperate fully with the Project Manager in coordinating all health and safety issues on site during the install period. The Contractor should be able to demonstrate to the Project Manager that they are competent to carry out the Contract Works in respect to safety, health and welfare and that he has allowed adequate resources in his tender in this regard.

The Contractor will be required to attend meetings regarding safety, health and welfare matters on a regular basis and he should allow for same in his tender.

The Contractor shall take all reasonable precautions to avoid the outbreak of fire, particularly in work involving the use of naked flames, and impress on workmen the danger's involved in the careless disposal of matches and cigarettes, etc. and the accumulation of rubbish etc., on Site.

Burning of materials on Site arising from the Contract Works will not be permitted.

Smoking will not be permitted anywhere on Site.

The use of naked lights will not be permitted except in cases of absolute necessity and extreme care shall be taken in the use of all equipment likely to cause fire. Hot works permits will be issued if these works are necessary.

All apparatus, where normal operation is such that interruption of low frequency or direct electrical current occurs, shall be fitted with means of suppressing the radio and TV interference so caused.

The equipment and methods to be used in determining the level of radio interference shall in all cases be those specified in BS 800:1988.

Should the Contractor find any asbestos or asbestos based materials on Site he shall immediately stop work in the area and notify the Project Manager and shall take all necessary precautions for the safety of all personnel on Site in this regard.

40. Hot Work Permits

Hot Works Permits will be issued by the Project Manager on a daily basis, as required. These will include details of extinguishers, personnel, how long fire watch is to be maintained after hot works, how long before closure of the Site these should be completed and any other rules and restrictions. The Contractor will, however, be expected to utilise any method other than hot works if deemed practical and economical by the Project Manager.

41. Safe Work Permits

Safe Work Permits will be issued by the Project Manager for work in such areas as plant rooms, electrical riser cupboards, etc.

Some works will require escort by the Facilities Management Contractor at the IWML.

42. Setting Out

The Contractor is responsible for all setting out from principal setting out stations provided by the Project Manager.

A minimum of 15 days prior to commencing work the Contractor is to survey any elements constructed by others, to ensure they are within the tolerances necessary for the Contractor to complete his Contract Works.

The Contractor is to notify the Project Manager immediately of any discrepancies discovered.

43. Use of Laser Equipment

The Contractor shall use a laser levelling measurement system where possible to install new work. The Contractor will co-ordinate his measurements with all other parties on Site to prevent any clashes.

The following safety precautions shall be observed in addition to the general duties required by the Health and Safety at Work etc., Act, 1974 and the recommendations of BS EN 60825:2007

- i. At least one warning notice shall be displayed at each laser location.
- ii. The laser shall be turned off or shuttered when not in use or when unattended.
- iii. The laser shall be set well above or below the heads of Site personnel when possible.
- iv. Employees should never stare directly into the laser beam or point the laser at another person.
- v. All laser equipment must bear a label indicating the maximum beam output, which must not exceed 5 milliwatts.
- vi. Only qualified employees shall be assigned to install, adjust and operate the laser equipment. Proof of Qualification is required.
- vii. The maximum period of exposure (MPE) to laser light should be determined and monitored in accordance with BS EN 60825:2007.

44. Programme and Progress

The Contract Works will be executed concurrently with work being undertaken by other parties and in conformity with the Project Manager's programme.

Within five working days of his appointment the Contractor shall prepare and submit for agreement by the Project Manager a detailed programme in a format acceptable to the Project Manager to enable him to check the Contractor's proposals for the preparation of any drawings, schedules etc., the procurement of materials, manufacture and delivery to Site and the execution of the Contract Works.

The Contractor shall allow in his programme ten working days for the Project Manager and the Design Consultants to comment on any drawings, schedules, etc, submitted.

The Contractor shall revise his programme when requested to do so by the Project Manager and submit this revised programme accompanied by a detailed breakdown of any cost implications to the Project Manager for comment within five working days of such a request being made.

In the event of the Contractor being instructed to carry out additional or varied work, they shall within five working days, and prior to commencing such work, submit a firm price for the execution of the said additional or varied work. The price shall include for any additional resources required to maintain the originally agreed programmed dates.

When required by the Project Manager, and at least weekly, the Contractor shall provide a progress report in a format agreed as acceptable with the Project Manager to include progress of drawing production, procurement and construction, details of any information required and a forecast of activities planned for the next four weeks in relation to his agreed detailed programme.

The Contractor shall maintain in good condition suitable drawings marked up to show progress of the Contract Works. Drawings shall be updated at intervals not exceeding three working days.

The Contractor shall provide the Project Manager with a weekly report showing details of the numbers of men and items of plant employed on the Site each day and the hours worked by the Contractor.

Within two weeks of appointment the Contractor shall prepare and submit a cash flow forecast indicating the projected four-weekly valuations throughout the period of the Contract Works. This forecast shall be accompanied by relevant supporting calculations.

The Contractor will be required to obtain all necessary Site sizes and other particulars, supply any necessary templates and to agree such details with the Project Manager. He will also be required to obtain from the Project Manager details of any other Contractor's work affecting or affected by his work and to work in close co-operation with all such firms or persons concerned.

The Contractor will be required to schedule his deliveries to Site to suit the Contract programme and to comply with any restrictions imposed by the Local Authority or the Police regarding such deliveries.

45. Drawings Submitted for Comment

The Contractor will be required to submit up to six prints of any drawing submitted for comment. Drawings shall be produced in sufficient time to ensure that the Contract Works can be carried out in accordance with the Project Manager's programme. The Contractor shall allow ten working days in his programme for receiving back comments on any drawing submitted. A copy of any submitted drawings will be returned to the Contractor by the Project Manager following an approval meeting, where required, and stamped in accordance with one of the following categories:

Category 'A'

Drawing approved and returned with no comments. The Contractor shall proceed with manufacture and/or construction provided that the work is in compliance with the Contract. Final acceptance of the work will be contingent upon such compliance.

Category 'B'

Drawing subject to comments marked on it. The Contractor shall proceed with manufacture and/or construction taking such comments into account. Final acceptance of the work will be contingent upon compliance with such comments and the Contract. The drawing should be amended in accordance with comments and resubmitted for final return as category 'A' within five working days. However, this re-submittal is not a prerequisite for manufacture and/or construction to commence.

Category 'C'

Drawing rejected. The Contractor should re-draw the drawing in accordance with the comments and re-submit it for comment. Construction on Site cannot proceed until the drawing has been returned as Category 'A' or 'B'. Any manufacture which is undertaken by the Contractor is at the Contractor's risk.

The Contractor shall check all drawings, schedules and the like to ensure in good time that he has sufficient information to carry out the Contract Works and that all drawings, schedules and the like he has provided are compatible with the work to be carried out.

The Contractor shall electronically scan all signed-off drawings, convert to PDF and distribute via email to the Project Manager and Designer.

In the event of any discrepancy being found between such drawings, schedules and the like, or if the Contractor considers additional details are required, then he should notify the Project Manager in good time.

The Contractor will be required to submit 'as fitted' drawings on completion of the Contract Works on Site. The cost of the 'as fitted' drawings should be included and itemised in the tender price.

46. Drawings

The Contractor is required to produce drawings as appropriate for their works, and should allow for re-drawing time rather than simply changing the title blocks on design drawings.

Co-ordination drawings shall mean drawings showing the inter-relationship of engineering services or other elements of the construction project and their positions relative to all other structural, architectural or services details. Such drawings shall have key dimensions shown and shall be to a scale of not less than 1:50 unless otherwise stated. For the production of services information they shall be in such detail as to demonstrate that the engineering services are properly separated from one another and can be satisfactory installed, communised and finally maintained.

Builders Work information shall mean drawings including plans, sections, elevations and details, sketches and/or schedules showing the requirements of architectural and/or structural provisions necessary to facilitate the execution of the Contract Works and to allow their integration into the construction works.

Working drawings or Installation drawings shall mean drawings based on and incorporating the Co-ordination Drawings and the latest issue of architectural and structural drawings showing the details of the Contract proposals for the execution of the Contract Works. The drawings shall be to scale showing all important dimensions and in such detail as to enable all aspects of the Contract Works to be installed.

Fabrication drawings shall mean fully dimensioned drawings showing how the components of the Contract Works shall be fabricated prior to installation.

Manufacturing drawings shall mean certified drawings issued by the manufacturer of the purpose of manufacturing equipment.

Catalogue information shall mean information currently published with regard to physical dimensions, weight and performance or the manufacturers' items of equipment which have been specified elsewhere.

47. Drawing Submittals

The Contractor shall indicate the full extent of drawing submittals he intends to make for approval. The submittals shall be grouped so as to support the main issue of the drawings for a particular part of the building. For example, should the Contractor submit a plant-room for approval then the package must include:-

- a. All co-ordination working or installation and fabrication drawings.
- b. All manufacturers' information and certified manufacturing drawings.
- c. All Builders' Work drawings.

Incomplete drawings submittals will not be considered until re-submitted.

48. Working or Installation and Fabrication Drawings

The Contractor shall provide all working drawings, co-ordination drawings, installation drawings and, where appropriate, fabrication drawings for installations as described elsewhere in the Specification and in accordance with the agreed programme.

All the drawings shall be based upon the latest contract issue of the Architectural, Exhibition Design, Structural and Services Engineers Drawings, and any other drawings or information issued by the Project Manager during construction. The drawings shall accurately show the specified or selected plant and equipment in their true proposed locations.

Where an alternative detail is proposed by the Contractor which modifies any detail shown on the Drawing it must be submitted to the Project Manager for forwarding to the Exhibition Designer / Structural / Services Engineer for comment prior to installation.

The Contractor shall liaise with the Project Manager for all coordination/integration issues with other parties for any other building element, ceilings, cladding, structure or whatever he considers necessary to ensure full and complete coordination with his drawings and works on site.

49. Builder's Work Information

The Contractor shall provide the specified Builder's Work drawings / details to the Project Manager, who shall issue same for construction in compliance with the agreed programme. Where major structural and/or architectural facilities or provisions have already been shown on the Contract drawings, the Contractor shall check these are correct, satisfactory and adequate for his purpose and shall confirm same in writing to the Designer / Structural Engineer within one month of the award of the Contract. Subsequent to this period, and in accordance with the agreed programme, the sub-contractor shall check his coordination, installation and shop drawings against the requirements of the certified manufacturing drawings, and modify, if necessary, same and then issue the final or supplementary detailed Builders' Work Information.

50. Co-ordination

All aspects of the installation shall be subjected to detailed co-ordination by the Contractor to

avoid any possible clash or conflict with any other works.

The Contractor shall undertake such co-ordination in relation to his Co-ordination Installation and Builders Work Information at no extra cost and no claim will be allowed due to conflict of works or installations, where full liaison with other Contractors would have prevented such an occurrence.

The Contractor shall initiate all such coordination meetings that are necessary with any other parties involved in works for the project, and all surveys that are necessary to proceed with production of his drawings.

When any new, revised or updated Architectural, Exhibition, Structural or Services Engineers drawing and/or detail is issued by the Designer and/or Structural and/or Services Engineer, the Contractor shall examine such drawing and/or detail and if necessary modify his works accordingly to prevent any clashes or abortive work which result from the Contractor not requesting an explanation from the Designer, Structural or Services Engineer of the services aspect of any such revision.

51. Co-ordination on Site

The Contractor shall be responsible for the co-ordination of all their works and he shall take account of all other works either during or prior to their incorporation into the Contract Works.

Where minor clashes occur on Site which were not foreseeable at the Design or co-ordination drawings stage then these clashes or minor co-ordination matters shall be resolved by discussion and agreement between the Contractor, Designer, the Structural, the Services Engineer and the Project Manager. The Designer and/or Structural and/or Services Engineer shall be informed of the action to be taken by an approved means. Such minor clashes and their resolutions shall be the responsibility of the Contractor as no instructions will be issued to cover these.

52. Alternative Manufacturers' Equipment and Materials

Where the Contractor offers alternative equipment or materials, which have been accepted by the Designer and/or Structural and/or Services Engineer prior to the award of the contract, and which are subsequently incorporated into the Contract Works, then the Contractor shall be responsible for meeting any costs or delays caused to and/or suffered by any other parties undertaking works on the Project as a consequence of the alternative equipment or materials being used.

The Contractor may offer alternative methods of construction, which must be equal, in terms of appearance and performance, to that defined in the Tender Enquiry Documents for consideration by the Project Manager and design consultants. Alternatives that would involve significant changes to other work will not be considered further.

Such alternatives offered must contain a complete and precise statement on any effects on cost and/or programme.

The Contractor will be expected to undertake a health and safety risk assessments of each such alternative offered and where appropriate provide a safety method statement to the Project Manager suitable for incorporation into the Health and Safety Plan.

Full technical data for each such alternative offered shall be submitted in good time to give the Project Manager and design consultants the opportunity to review the data, together with details of any consequential amendments to the design and/or construction of other parts of the Project.

If the Contractor wishes at any time to substitute products of different manufacture to those specified, details must be submitted giving reasons for the proposed substitution. Substitutions which have not been notified at tender stage may not be considered. Substitutions sanctioned by the Project Manager will be subject to the verification requirements of the Designer's

specification.

53. Manufacturer's Technical Data

The Drawings have been prepared based on the Current Catalogue Information of the equipment specified elsewhere.

Revisions to or modifications or the physical characteristics of the equipment sometimes occurs between the published catalogue information and the final information issued on the Contractor shall incorporate these and their effects on other parts of the Contract Works onto his Co-ordination and Installation drawings and where necessary his final Builder's Work Information.

The cost of such modification to the Drawings and also the construction works shall be the responsibility of the Contractor and in addition no extension to the programme and delay claims will be permitted as a result of such manufacturing changes.

54. Product, Equipment and/or Plant Performance Guarantees

Where product equipment and/or plant performance data and duties are identified in the Specification, the Contractor shall check and ensure that the equipment (where the manufacturer is named and/or a figure number is quoted) is capable of the stated duty or performance in all respects and he shall obtain a written undertaking from the selected manufacturer that all aspects of the defined specification will be achieved.

The Contractor's attention is drawn to the fact that more than one clause of the Specification may cover the total performance of the product or equipment and he shall therefore ensure that his supplier obtains or has seen all sections of the Specification prior to giving the written guarantee of performance.

55. Packaging and Protection

The Contractor shall ensure that all plant, equipment and materials and, particularly, prefabricated portions of the work for which he is responsible, shall be properly packaged and protected against damage during delivery, storage and until fully, finally and properly incorporated until Practical Completion of the Project. The Contractor shall submit a method statement in regard to the protection proposals. Protection shall also cover any adverse effects of environment conditions in the stored / installed location.

56. Final Inspection, Commissioning and Testing

The Contractor shall notify the Project Manager in writing when, in his opinion, the Contract Works or parts thereof are ready for final inspection testing and commissioning. The Contractor shall then carry out the tests and the operate the installation or selected parts thereof in the presence of the Designer and/or Structural and/or Services Engineer and the Project Manager, and shall make all specified tests to the satisfaction of the Designer and/or Structural and/or Services Engineer and the Project Manager.

Should the tests fail to demonstrate that the plant and equipment and properly installed and functioning correctly, the cause of the failure shall be investigated and should this be due to incorrect or faulty work by the Contractor, then the Contractor shall, without delay, carry out such remedial measures and adjustments, as may be necessary, and repeat the commissioning and testing procedure to the satisfaction of the Designer and/or Structural and/or Services Engineer and the Project Manager.

Where it is not possible, at the particular time of commissioning and testing, for full load conditions to be obtained or simulated, the Contractor shall repeat such operations at full load or a simulation thereof at a time when this can be achieved. Refer to Specification regarding load simulation tests.

Where portions of the work are commissioned and tested separately, the Contractor shall, upon final completion, demonstrate to the Designer and/or Structural and/or Services Engineer that all the several portions are capable of proper simultaneous operation in accordance with the requirements of the Contract documents.

In cases where the programme is such that the Contractor will need to return to the portion of the building taken over and occupied by the Client, in order to undertake testing, balancing, adjustments, etc., the Contractor shall take all necessary precautions against and shall be responsible for any damage caused whilst working in such areas for that purpose.

57. System Demonstration

Subsequent to the completion of all commissioning and testing to the satisfaction of the Exhibition Designer and/or Structural and/or Services Engineer and the Project Manager, the Contractor, when directed by the Project Manager, shall demonstrate that the overall systems function correctly in accordance with the requirements of the Specification. A period of at least seven days full running and operation shall be considered reasonable for this demonstration. During this period the Contractor shall be responsible for the operation and maintenance of the plant and equipment, and may, if appropriate, use this time to instruct the Client's staff in the operation and maintenance of the systems.

58. Training

Subsequent to the period of system demonstration, the Contractor shall provide full, thorough and comprehensive training for all their works carried out to all of the Client's staff or nominated representatives who will be responsible for maintenance, operation, monitoring etc., of these items when in operation. The training shall be submitted for approval by the Project Manager and Client prior to being undertaken.

59. Supply of Information

The Contractor is advised that supplementary information will be provided by the Designer and/or Structural and/or Services Engineer from time to time as may be necessary to enable the Contractor to complete the Contract Works, in accordance with Contract Conditions. The Contractor shall allow for such progressive release of further information by the Designer and/or Structural and/or Services Engineer during the course of execution of the Contract Works. The Contractor is advised that all such further information from the Designer and/or Structural and/or Services Engineer will be forwarded to the Contractor by the Project Manager and not direct by the Designer and/or Structural and/or Services Engineer.

60. Temporary Works

In order to facilitate the orderly and timely production of all further information which the Contractor considers he will require, he shall submit a programme indicating the progressive release of such information to enable him to complete the Contract Works in accordance with these Contract Conditions, to the Designer and/or Structural and/or Services Engineer, for approval.

The Contractor will be issued with all the drawings which the Structural and/or Services Engineer / Project Manager consider necessary to enable the Contract to prepare co-ordination, installation and Shop Drawings.

Notwithstanding any guidance on temporary works included in drawings, specifications or the like included in the Tender Enquiry Documents or as directed, the Contractor is responsible for the design, detailing and implementation of all propping, strutting or other temporary works required by the construction and safe execution and stability of the Contract Works during construction.

The Contractor shall submit details of his design and method of construction to the Project Manager.

The Contractor shall provide all temporary supports and bracing necessary to assist the structure or parts of the structure in resisting all and any such loads as can be reasonably expected during the construction of the Contract Works.

Any temporary works are to be designed by a suitably qualified and competent person nominated by the Contractor. All calculations and drawings are to be checked by an independent body approved by the Project Manager, employed at the Contractor's expense. All checks are to be completed and approvals received and submitted to the Project Manager before any temporary works are erected on site.

61. Taking Dimensions for Drawings

The Contractor shall verify the accuracy of dimensions abstracted from the Contract drawings, including verifying the accuracy by taking dimensions on-site, in the preparations of any drawings by the Contractor and before the relevant works proceeds.

62. Discrepancies between Drawings

Should any differences become evident between the drawings, or should there be any discrepancy in the figures, scale or in other respects, the Contractor shall refer the same to the Project Manager for clarification before proceeding with the work.

63. Quality Assurance and Quality Control

The Contractor shall describe in his tender return and implement during the Contract Works an inspection system for providing assurance that the Contract Works will be carried out in accordance with the Specification, Drawings etc., whether on Site or off-Site, by manufacturers, suppliers, fabricators and others. The Contractor shall also include details of the personnel to be involved, the names of any third party inspection and/or testing agency which the Contractor proposes to employ and samples of documentation used on previous contracts.

The Contractor shall carry out all reviews/tests required by the Project Manager and in accordance with the Specification.

At the very minimum, these quality reviews/tests should be undertaken at the following points:

- Manufacture.
- Prior to packaging and delivery to site.
- At the end of each day on site following work to those elements.
- Snagging.

The Contractor shall maintain records of all inspections and tests performed to substantiate conformity with the Specification. This shall include those carried out by sub-contractors and/or third party testing agencies, and/or manufacturers'/suppliers' certificates of testing. All records shall be retained on Site. Upon completion of the Contract Works all records shall be handed over to the Project Manager unless otherwise directed.

These records shall include, as appropriate, but not be limited to:

Identification of the element, item batch or lot, the nature and number of the observations and tests, the number and type of deficiencies found and details of any corrective action taken.

Any records which indicate the work or materials inspected or tested does not comply with the Specification shall be submitted to the Project Manager without delay in order that the Contractor's proposals for rectification may be assessed.

Works tests certificates shall include, whenever applicable, the location in the Works or the delivery or batch which the sample represents.

The Contractor shall ensure that all instruments and equipment for setting out measurements, gauging, inspection, testing and construction are adequate for purpose, satisfy the accuracies required by the specification and are in suitable good working order. Certification and records pertaining to instrument and equipment testing information is to be retained by the Contractor, and supplied to the Project Manager when requested.

All instruments and equipment are to remain the property of the Contractor.

The Contractor shall provide an agreed period of notice to enable the Project Manager to witness, if so desired, all inspection or tests performed by the Contractor, his sub-contractor and/or suppliers.

All materials shall be manufactured and tested in accordance with the appropriate British Standard or as specified. Where certificates of manufacture or tests are not available for materials proposed for use in the Contract Works, the Project Manager may direct that independent testing shall be carried out to determine compliance with the British Standard or the Specification.

Where appropriate all materials delivered to the Site shall bear the manufacturer's name, brand name or any other data that may be required to verify the exact nature of the material and relate it to the requirements of the Specification. Where applicable the materials shall bear the British Standards Certification Trade Mark and/or British Board of Agreement Certificate Mark.

64. Appearance and Fit

Arrange setting out, installation, juxtaposition of components and application of finishes (working within the practical limits of the design and specification) to ensure that there is a satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a well aligned, true and regular appearance.

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

Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) not be greater than those given in BS 5606:1990, Tables 1 and 2.

Work which fails to meet the specified levels of accuracy, appearance and fit must be rectified. The Contractor is to submit proposals for such rectification and meet all costs arising, including effects on other work.

65. Alterations / Refurbishment Terminology

REMOVE means disconnect, dismantle as necessary and take out the stated elements, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials (in accordance with section 22). It does not include removing associated pipe-work, wiring, ductwork or other services.

KEEP 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 instructed by the Project Manager or for use in the Works as instructed.

REPLACE means:

- Remove the stated existing components, features and finishes.

- Provide and fit in lieu new components, features and finishes which, unless specified otherwise, must match those which have been removed.

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.

MAKE GOOD means carry out remedial work to components, features and finishes which have been disturbed by other previous work under this Contract and leave in a sound 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.

TO MATCH EXISTING means 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.

66. Statutory Requirements

Provide to Statutory Authorities and the Project Manager all information necessary for obtaining statutory approvals.

67. Products and Work Generally

Copies of the following technical literature must be kept on site, readily accessible for reference by all supervisory staff:

- Manufacturer's current literature relating to products to be used in this Package.
- Relevant BS Codes of Practice.
- Those parts of BS 8000:1990 'Workmanship on building sites' which are invoked in the specification.
- Products to be new unless otherwise specified.

For products specified to a British or European Standard, the Contractor must obtain certificates of compliance from manufacturers, when requested by the Project Manager.

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 the Project Manager.

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 condition.

Handle, store, prepare and use or fix each product in accordance with the manufacturer's current

printed or written instructions/recommendations. Inform the Project Manager if these conflict with any other specified requirements. Submit copies to him when requested.

The tender offer will be deemed to be based on the products specified and recommendations on their use as described in the manufacturer's literature current at date of invitation to Bid.

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 the Project Manager 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.

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.
- Replacement parts should be readily available and not limited edition or end of the line components
- All accessories and fixings which should be supplied with products that 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.
- Prevent over-stressing and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurements, 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 components.
- Prevent excessively high or low temperatures and rapid changes of temperature in the product.
- Protect adequately from rain, 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, packings or containers until immediately before they are used.
- Wherever possible retain wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to products/materials.

British Standards and Codes of Practice referred to in the specification, or that are otherwise applicable, are to the full versions and amendments listed in BSI Standards a Catalogue 2000 and in subsequent issues of BSI-Standards up to and including 2012, or any subsequent amendments specifically referred to in the Contract documents.

68. Snagging

The Contractor shall conduct their own snagging process of their works prior to the exhibition design/consultant snagging process, carrying out thorough inspections, undertaking any remedial work required and re-inspecting prior to offering up for Practical Completion.

69. Incomplete/Unacceptable Works

The Contractor shall note that, upon completion of the works the galleries will be open to the public. Any incomplete or unacceptable works to be undertaken after the opening of the gallery will need to be undertaken during out-of-hours periods, including any works identified during and at the end of the period of defects inspection.

The Contractor shall note that any expense incurred by the Client, including those of the Project Manager, will be the responsibility of the Contractor.

70. Work at and after Practical Completion

The Contractor shall, before advising the Project Manager that his works are completed, undertake the following:

- 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 dated COSHH 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.

71. Defects during Defects Liability Period

With regard to defects arising during the defects liability period and during off site periods of the construction programme, the Contractor shall return to site to carry out repairs or attend to defects as follows:

- a. Emergency repairs: Work to be carried out within 12 hours.
- b. Very urgent repairs: Work to be carried out within 24 hours.
- c. Urgent repairs: Work to be carried out within 3 days.
- d. Normal repairs: Work to be carried out within 7 days.

Should the Contractor fail to respond within the above deadlines, the Project Manager may, without further notice, employ others to attend to the repair and re-charge all associated costs to the Contractor. Any guarantees / warranties issued by the Contractor will be maintained as if the Contractor had carried out such repairs himself.

72. Operations & Maintenance Manuals

In accordance with the timetable contained within the Contract, with regards to the operations and maintenance manuals, the Contractor is required to provide the following:

- **Four weeks prior to Practical Completion of his works, provide a draft version (1no. hard copy and 1no. digital copy) of the operation and maintenance manual to the IWML Operations Department for feedback. Practical Completion will not be granted if such a draft has not been issued, and monies may be withheld against this deliverable.**
- **On the date of Practical Completion, provide a final version (2no. hard copies and 1no. digital copy) of the operations and maintenance manual, incorporating all required changes from IWML Operations Department feedback. Practical Completion will not be granted unless the final copy has been handed over.**

Both the draft and final versions of the operation and maintenance manuals are to be submitted with hard copies (1no. for draft, 2no. for final) in ring binders, and an electronic copy with all information in PDF and MS Excel/Word (whichever applicable) formats. The manual is to be organised, in lieu of a separate contents page, to include, but not necessarily be limited to, the following:

1. Contents & Introduction

To include contents, and names, addresses, telephone/fax numbers and email addresses for the Contractor and all suppliers.

2. Scope of Works

Identify clearly all items of work contained within the Contract. This statement is to be 'stand alone' without reference to any other document.

3. Suppliers' Products & Contact

Provide all the required information relating to products and suppliers, as follows:

- A fully detailed schedule of all products used, including the composition of products (e.g. alloys) and properties (e.g. toughened, heat-resisting).
- Manufacturers' Technical Literature for all products incorporated into the work.
- Confirmation that Excluded Materials, as listed in the Appendix of the Contract Conditions, have not been used.
- A list of names, addresses, email addresses and telephone & fax numbers for parties from whom replacement products can be obtained, if this information is not included in the above.

4. Cleaning & Maintenance

Recommendations for routine maintenance and cleaning (including frequency and suitable cleaning agents) and any lubrication or adjustments required for moving parts.

The Contractor must include comprehensive and clear annotation to support descriptions and instructions, and is responsible for identifying the best format for this information, i.e. sketch, photograph, diagram.

5. Access for Cleaning & Maintenance

A statement describing, in detail, the means of access to all parts of the works including safe loads.

6. Replacement

A statement detailing the procedures for replacement of damaged or defective products, as well as those products which have a predicted service life.

7. Drawing & Schedule Information.

Copies of the Contractor's registers for full drawing sets and schedules, in addition and in reference to included drawings and schedules.

8. Ironmongery Schedule

A complete schedule of all installed ironmongery items, where appropriate.

9. Test Certificates & Guarantees

Original copies of test certificates and reports required by the specification, including any relevant Agreement Certificates. Original copies of the terms and conditions for any guarantees.

10. Building Regulations & Other Statutory Approvals

Include all relevant correspondence confirming approval of Building Regulations and other Statutory Authorities.

11. Spares

A schedule of agreed spares provided as part of the Contract.

12. As Built Drawings / Handover Documents

As-Built Drawings must include, but not necessarily be limited to, the following:

- Sections and elevations of an appropriate scale
- Typical details sufficient to describe the construction with particular regard to fixing.

The final operations & maintenance manual may be accepted without all as-built drawings. However, the Contractor must provide all as-built drawings within two weeks of the date of Practical Completion. If these have not been issued, monies may be held against this deliverable.

The Contractor must issue two hard copies of all as-built drawings in hardback ring-binders, and an electronic version, with both PDF and DWG format included.

The Contractor must provide the Project Manager with two hard copies and one electronic copy (in both PDF and DWG format) of the as-built drawings, with a comprehensive and up-to-date drawing register, as well as any other relevant information not contained in the operation & maintenance manual.

Where handover information equivalent to as-built drawings is applicable to a package of works, or element of a package of works, e.g. artwork / file source codes / copyright information, is required, the Contractor must provide this information in the same manner as as-built drawings, i.e. two hard copies and one electronic copy (in both PDF and word/excel format).

The Contractor must ensure that the operation and maintenance manual takes into account all requirements and/or recommendations of the documents referenced below, particularly with

regards to information required for reasons of Health & Safety:

BS EN 82079-1:2012: Preparation of Instructions for Use.

BS EN 60359:2002: Electrical & Electronic Measurement Equipment; Expression of Performance.

BS 4940:1994 Parts 1 & 2: Technical information on construction products and services.

BS EN 8210:2012: Facilities maintenance management, Section 5.

BSRIA BG 1/2007: Handover O&M Manuals and Project Feedback.

All timber products to be FSC-compliant.

73. List of Common User Services

The following Common User Services will be provided free of charge by the Project Manager for the non-exclusive use of all Sub Contractors employed on the Project:-

1. Shared use of designated site entrance during normal site opening hours.
2. Shared washing and toilet facilities.
3. General safety lighting - task lighting to be provided by the Sub Contractor to suit his requirements.
4. A water supply point.
5. A temporary 110 volt electricity supply at strategic locations for construction purposes.
6. Shared limited mess facilities.
7. Space for locating secure storage boxes.

All facilities provided by the Project Manager will be in common use by others. Temporary non-availability due to use by others, mechanical or electrical failure and inclement weather shall not form the basis of any claim from the Contractor.

The Contractor shall provide all personnel, bogies and the like to transport and position materials around the site.

74. Imperial War Museums London's Protocols

Please refer to IWML Project Constraints Section (Part One, Section Seven).

75. Good Behaviour

The Contractor should be fully aware that he will be working in a museum environment, with the Client's staff and members of the public occupying the same building, and shall ensure that his operatives shall conduct themselves appropriately at all times.

There shall be no food consumed on site, no personal music equipment and operatives' mobile phones shall be switched off during working periods, unless for the specific requirement of work related issues. There shall be no inappropriate behaviour towards any of the staff of the museum, nor shall "glamour" calendars be allowed on site.

All toilets on site, except those provided in the mess area are strictly not to be used by any Contractors. Any Contractors seen or suspected to be using these facilities will be charged for a full clean of the toilets upon each occasion.

76. Requests for Information and Change Request Procedure

The Project Manager will operate a Request for Information (RFI) procedure. All information requirements of the Contractor shall be identified as a standard form and signed and dated,

before being submitted to the Project Manager. This will be registered and forwarded to the appropriate designer. Where time is of the essence in the response, this shall be indicated on the RFI by the Contractor. All RFIs should be issued in a manner that allows time for a response, with due regard to the programme.

The Contractor shall maintain and submit, on a weekly basis, the RFIs he has issued and their status. Where an outstanding RFI is impacting on the programme the Contractor shall record this in writing and take appropriate steps to resolve the matter with the Exhibition Designer & Project Manager.

A Change Request Process will be implemented. To minimise any impact to the programme the Contractor will be required to respond appropriately. This will facilitate a co-ordinated response from the Client as necessary to minimise programme implication.

Standard Change Requests take 14 working days for the Client to turn around approval on. Upon receipt of the change request from the Project Manager the Contractor must report back on programme implications within 2 days and cost implications within 5 days.

Urgent Change Requests take 8 working days for the Client to turn around approval. Upon receipt of the request from the Project Manager the Contractor must report back on programme implications within 1 day and cost implications within 3 days.

The Contractor will be expected to plan all other works as far as possible around change requests and if necessary prove this to the Project Manager, and continue with minimal disruption to programme possible.

77. Measurement of Variations, Certificates etc.

Further to the provisions of Contract:

The Contractor shall provide the Project Manager with a monthly forecast of anticipated final account coincident with the Contractor's monthly applications for payment.

Upon the request of the Project Manager the Contractor will furnish him with all receipts, accounts and other vouchers that may be required in connection with the Contract, and prior to the issue of a certificate he will, if requested, produce for the Project Manager's inspection all receipted accounts relating to prime cost items, provisional sums and receipts for charges paid by the Contractor to Local or Statutory Authorities.

Dayworks Vouchers: Give reasonable notice to the Project Manager 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.

Dayworks will only be allowed in the case of works which, by the Project Manager's decision, are incapable of measurement, even though dayworks sheets may be signed by the Project Manager.

The Daywork sheets must be submitted to the Project Manager in accordance with the requirements of the Contract, and are to be fully priced, extended and totalled before submission. The rates contained within the Schedule of dayworks will be used for the purpose of calculating daywork charges under the Contract.

Give reasonable notice to the Project Manager 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.

78. Contractor's General Cost Items Allowances

The Contractor is, in order to deliver the project as defined in the tender documentation, to allow for the following:

- All necessary management and staff.
- All necessary site accommodation.
- All necessary services and facilities.
- All necessary mechanical plant.

79. Health & Safety Plan

The Imperial War Museum London's Instructions & Guidelines for Contractors Working on or in IWM Premises document, has been included in this tender document. The protocols and requirements of this document are required to be incorporated into the Construction Phase Health & Safety plan that the Contract will need to produce and which will need to be issued prior to any works commencing on site.

The Contractor is required to collate all relevant method statements, risk assessments, COSHH assessments and any other Health & Safety documentation required to produce such a plan.

80. Health & Safety File Requirements

The Contractor will be expected to collate information for inclusion into the Health & Safety File in sufficient time to allow comment and revision prior to final submission. The final date for draft submissions, excluding As-Built drawings, is one month prior to the programme Practical Completion date; the date for issue of the final and complete H&S File is on, and a condition of, Practical Completion. The information to be supplied includes, but is not limited to the following:

- Operating and maintenance information on Services, Audio Visual installations etc
- As-built drawings
- Additional Drawn Information (e.g. sub-Contractor Design elements)
- List of Equipment supplied
- Equipment Cleaning, Access, Repair and Maintenance Details
- List of recommended spares
- Test/Commissioning Certificates

The issue of completed Health & Safety File documentation is considered part of the Practical Completion requirements, and therefore the Client and Project Manager can withhold the 2.5% retention payment until such documentation has been adequately supplied.

Section 4 – IWM London Site Safety & Conditions



INSTRUCTION AND GUIDELINES FOR CONTRACTORS WORKING ON OR IN IWM PREMISES

INDEX:

- INTRODUCTION
- HEALTH & SAFETY
- ACCIDENT / INCIDENTS
- FIRE PROCEDURE
- SECURITY
- SITE RESTRICTIONS & CODE OF BEHAVIOUR
- PROCEDURES FOR CONTROL OF WORK
- PERMIT TO WORK
- ACKNOWLEDGEMENT

INTRODUCTION

This document has been produced to illustrate IWM Rules for Safe Working Conditions and protection of its Staff, Visitors, Property and Collections together with the arrangements that must be complied with by all contractors, sub-contractors and their representatives entering and working at all IWM branches and premises.

The objective in preparing these procedures is to ensure, as far as is reasonably practicable, IWM provides a safe, healthy and secure working environment for all personnel working on and in IWM premises.

This guidance does not in any way relieve contractor's or their sub-contractor's personnel from their duty to fully comply with all relevant legislation supported by the Health & Safety at Work etc. Act 1974.

Please ensure that you read and retain this document for your reference.

If you are unsure of your duties under any of the following guidelines, seek clarification from your nominated supervisor or IWM Project Manager or Facilities Management Representative.

HEALTH & SAFETY LEGISLATIVE COMPLIANCE

The Nominated Contractor's site supervisor(s) are responsible for ensuring that their employees and their sub-contractors work in a safe manner and comply with all Health & Safety and Environment Legislation.

Contractors must conform to their Companies Risk Assessments and Work Method Statements and all IWM Rules and Regulations together with any notices and signs displaying conditions including the use of permits to work where necessary, such as roof works, confined spaces, naked flame and any others specified by IWM Project Manager and the Facilities Management Representative.

IWM Management Control of Contractors

IWM control of contractors will be via a nominated Project Manager and or Facilities Management Representative with whom you must co-ordinate all your activities on site.

Persons under the age of 18 will need to be under the close personal supervision of a competent person at all times. Risks to which they are exposed shall be reduced to the lowest level that is reasonably practicable.

General Safety and Environment

Every contractor employee is to attend an induction on arrival at the site for the first time. The induction will be carried out by the Project Manager or Facilities Management Representative.

Isolation of plant (excluding proprietary plugs) from sources of energy is only to be undertaken by persons authorised to do so by IWM Facilities Management Representative.

Electrical Safety

When any electrical equipment or work involving electrical supply is to be carried out, IWM Project Manager and Facilities Management Representative must be informed, so that a "permit to work" can be issued.

Electrical tools and equipment shall be in a serviceable condition when brought on site and comply with the requirements of Regulation 4 of the Electricity at Work, Regulations 1989 (Inspection, testing and recording).

Evidence of compliance and copies of current test certificates will be required for each item of plant.

Storage

Security of anything left on site is the sole responsibility of the Contractor and their sub-contractors.

All plant and materials being stored must be with the permission of the Project Manager and or Facilities Management Representative.

Items left in a dangerous condition including the blocking of access to fire escapes or staff routes will be removed at the Contractor's expense. Prior to leaving site at end of the working period the Contractor Supervisor must ensure that any equipment or outstanding works are stored in a safe condition.

COSHH

No chemical substance shall be brought onto site without the appropriate COSHH Data Sheet and COSHH Risk Assessment for the work to be undertaken and approved by Facilities Management Representative.

Substances brought onto site and not completely used, whether classed hazardous or not, shall be removed by the Contractor on completion of the work having obtained clearance from IWM Facilities Management Representative. All substances shall be stored in appropriate and fully identified containers whilst on site. This includes all chemicals and flammable liquids.

Waste transfer control certification shall be provided when required.

Lifting Equipment

All lifting appliances and accessories supplied for use within IWM shall comply with statutory requirements. Certificates of test and thorough examination, must be supplied in accordance with the Factories Act 1961 and the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER).

Grill Floors and Walkways

No grill or panel, floor or walkway section shall be removed or disturbed without the authority of IWM Project Manager and or Facilities Management Representative in charge of the work.

In the event of any such authorised removal, substantial safety barriers with warning notices that are capable of withstanding strong winds must be erected around the exposed area. (barrier tape is not acceptable).

Ladders, Steps and Platforms

Contractors must supply their own ladders, steps and platforms, ensuring that they do not restrict access routes and are appropriate for the task and suitably maintained.

Where specific building access equipment is required for a project, prior arrangements must be made with the Project Manager and Facilities Management Representative.

Tower scaffold Platforms used at height must have suitable toe boards and guardrails fitted and operators trained and certificated in its construction. Proof of qualification will be requested at Site induction.

Mobile elevating work platforms are only to be operated by trained certificated operators. Proof of qualification will be requested at Site induction.

ACCIDENTS AND INCIDENT REPORTING

All accidents, incidents, near misses, unsafe areas and conditions must be reported immediately to IWM Project Manager and Facilities Management Representative who will inform the Safety and Disability Manager.

First Aiders are located in various departments, and will be identified during induction.

In the event that a person sustains an injury requiring a First Aider to attend the scene, locate the nearest phone and dial the following for the respective branch you are based at:

IWM Lambeth Road - Ext 0

IWM All Saints Annexe - Ext 0

IWM Wall nut Tree Walk - Phone 020 7416 5260

IWM Duxford - Ext 7200

IWM Ickleton - phone 01223 497200

IWM Cabinet War Rooms - Ext 320

IWM North - Ext 4170

IWM HMS Belfast - Emergency Telephone Box (direct line)

State your name, location and request First Aid assistance, stay at the scene with the patient.

FIRE PRECAUTIONS

The fire alarm 'sounder' within each Branch will be identified at the time of Site Induction.

Internal Works

On hearing the Fire alarm, leave the building by the safest practicable route as quickly as possible and report to your agreed assembly area.

External Working and Roof Works

On hearing the Internal Fire alarm:-

Leave the Roof area by the safest practicable route as quickly as possible and report to your agreed assembly area.

Or

Move away from the building sounding the alarm and report to your agreed assembly area.

Smoking is strictly prohibited throughout all IWM buildings.

Before any work is carried out which includes flame cutting, welding, or the use of abrasive wheels, and any work that generates sparks, heat or static, the contractor must:-

Obtain a "Hot Work Permit" from IWM Facilities Management Representative;

Ensure the work area is clear of accumulated dust and debris;

Provide a fire blanket or adequate absorbent material soaked in water for placing beneath the work area;

Ensure that portable fire extinguishers are provided in the immediate vicinity of the work and that these are not removed during the period when the cutting, grinding, or welding is being carried out. Area must be supported by a nominated Fire Marshall who shall be fully trained in the use of Fire Extinguishers who will monitor the area upon completion of "Hot work" for the agreed stated period.

Note: Flash back arrestors must be fitted to all oxygen/acetylene/ propane gas cylinders immediately after the regulator and all pipework must be in good condition.

Screens must be used in conjunction with all Arc welding works.

SECURITY

IWM endeavours to provide a safe and secure working environment and expects both contractors and IWM employees to take personal responsibility for complying with IWM security policy.

All contractor personnel and those working on their behalf will be required to complete a Disclosure Application Form.

In the event of urgent repairs, Facilities Management Representative will arrange for “non-vetted” contractors to be escorted in non-public areas.

Any person discovered in the act of removing or attempting to remove any IWM property or collections without appropriate authority will be instructed to leave site immediately and will not be re-engaged on any subsequent contract. The Civil Authorities will be called and IWM will pursue criminal action against individuals concerned.

Any person suspected of causing wilful or malicious injury or damage to persons, plant, buildings, machinery, vehicles or any other IWM property or collections will be instructed to leave the premises forthwith, pending any subsequent investigation.

Contractors and their employers shall comply with direction given by IWM Security and with access control procedures in force at any given time.

IWM reserves the right to search at any time any vehicles leaving site or any bags carried on or off site by contractors, their employees or any sub-contractor.

Access Control

Contractor personnel must have valid access cards, fobs, keys and ‘permit to work’ documentation when working in restricted areas, which must be signed ‘in and out’ on a daily basis.

Any lost cards keys or fobs may be subject to a charge against the individual, for replacement.

In the event of misuse, the individual concerned may be requested to leave site.

Weekend or out of hours access requirements should be passed to IWM Project Manager and Facilities Management Representative as soon as the requirements are known.

The Contractor must provide IWM Project Manager and Facilities Management Representative with a list of personnel by 3.00pm on the day and by 3.00pm on Friday if weekend access is required. Any employees not on the list may be denied access at the discretion of Security representative.

SITE RESTRICTIONS AND CODE OF BEHAVIOUR

All works are to be carried out with the minimum amount of disruption.

IWM Project Manager will allow no cameras or photographic equipment, portable CD players, radios, personal stereos or television receivers on site other than approved circumstances.

Vehicles used by contractors on site must be of a standard design and maintained at least equal to that required on the highway.

All drivers must have a current licence for the vehicle being driven.

Due to the vast amount of pedestrian activity at IWM Duxford Branch the maximum speed limit is **15 mph** with speed monitors located around the branch recording vehicle movement.

In the event of abuse the offender will be stopped by Security and warned to abide to the Branch rule, however, in the event of repeated offence, the offender will be instructed to leave the branch and the Contractor responsible informed.

Short-term parking may be granted by Facilities Management Representative in order to pick up or drop off materials or equipment. The vehicle must then be returned to the allocated car parking area.

Materials delivered shall be identified with the name of the Contractor.

Contractors must maintain their working areas in a tidy condition on a daily basis and must clear all materials and equipment from the site on completion of the work, to the satisfaction of IWM Project Manager and or Facilities Management Representative.

Clean and presentable clothing **must** be worn at all times.

Where a company uniform exists, this should be worn for identification. Where risk assessment identifies the need for Personal Protective Equipment (PPE), this will take priority.

Use of Abusive language and behaviour is strictly forbidden

Horseplay or rowdy behaviour will not be accepted in any IWM premises.

PERMIT TO WORK

Permit System implemented and controlled by IWM can be defined under four main categories:-

- Health & Safety
- Control of contractors to safeguard the business
- Access
- Collection Care

Health and Safety

Permit to Work System is to ensure that a safe and healthy working environment is maintained for all personnel working in, or visiting IWM.

Due to the diversity of activities, often being undertaken simultaneously, e.g. building work, engineering, specific projects and moves, the Permit System utilises all measures deemed appropriate under present legislation.

Control of Contractors to Safeguard Business

The Permit System allows work to precede avoiding unplanned losses to services or where services have been isolated, unnecessary interruptions to business activities.

Implemented correctly, this safe system of work can protect against unauthorised loss of electrical, mechanical and fire defence systems and consequently a loss to IWM.

Access

The access element of the system, where there is no work being undertaken, allows the monitoring of personnel on site and avoids possible conflict with business needs.

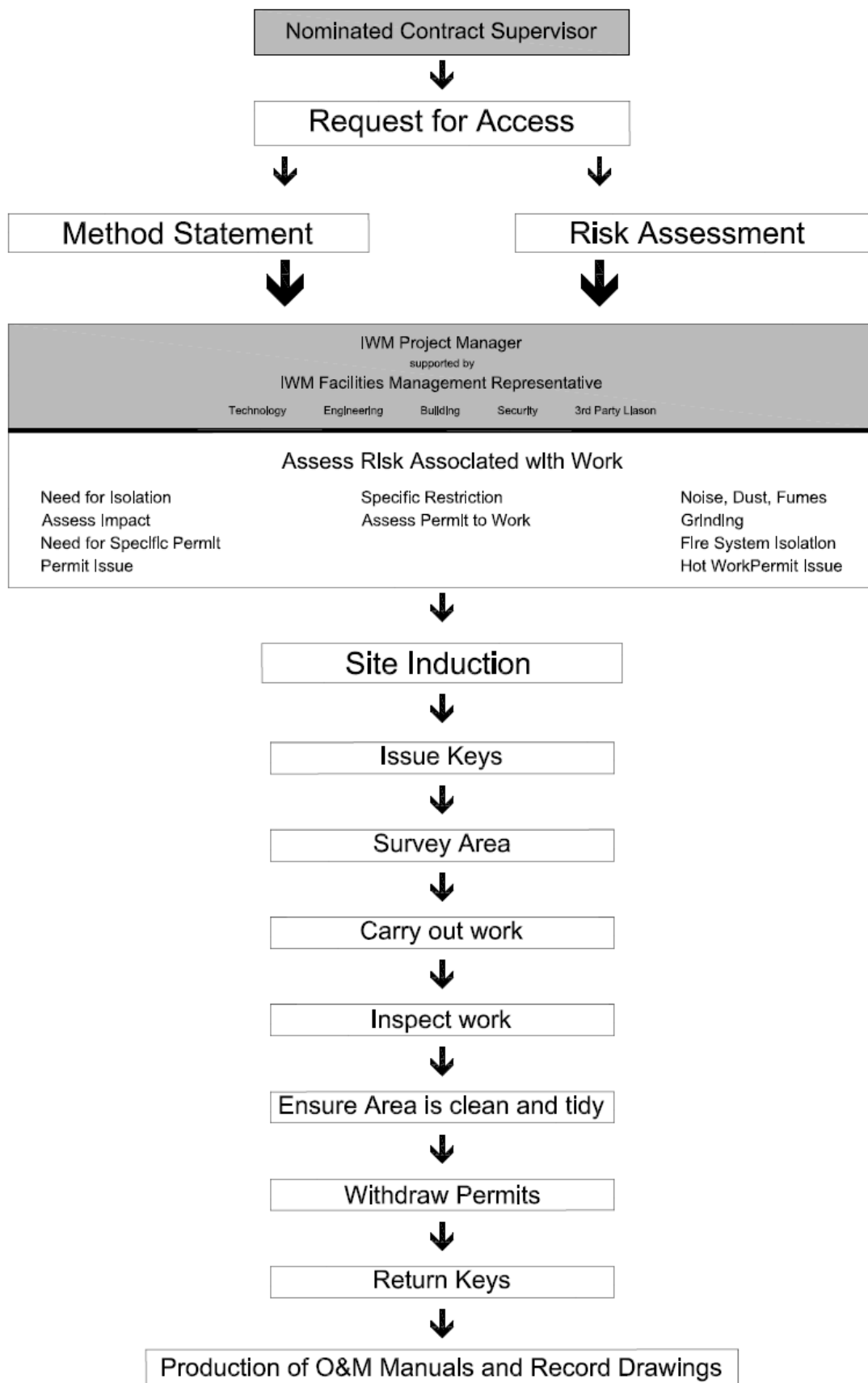
Collection Care

When working near collections or exhibition displays, a specific method statement and risk assessment must be submitted to Facilities Management Representative this will be passed to the Collections Care Manager for review. Permits to Work will not be issued until the concerns of the Collections Care Manager are satisfied.

Permit Clearance and Cancellation

When work on systems/apparatus/plant for which a Permit has been issued is suspended or completed, the recipient shall return the copy of the Permit to Facilities Management Representative. On return of the permit, the recipient shall sign the clearance on the permit held by the Contractor's nominated supervisor. The Contractor's nominated supervisor shall then cancel the Permit when record drawing(s) and Operation and Maintenance Manual documentation have been received (where applicable) and passed to Facilities Management Representative.

PROCEDURE FOR CONTROL OF WORK



FACILITIES MANAGEMENT ACKNOWLEDGEMENT
(Document 1 to be completed and retained by IWM Facilities Management)

Local Site Conditions to be observed by all Main Contractors and Sub-Contractors.

Responsibility - Site Foreman or other Nominated Competent Person,

I hereby agree that I have received a copy of the above conditions and having read them will provide Risk Assessments and Method Statements (RAMS) to ensure that all workers and sub-contractors working under my Control carry out their work in accordance with agreed Risk Assessments and Method Statements in support of these conditions.

BLOCK LETTERS:

Name

Position

Date

Company

.....

Signed

**IWM MANAGEMENT RESERVES THE RIGHT TO REQUEST THE REMOVAL FROM
SITE OF ANY CONTRACTOR OR SUB-CONTRACTOR PERSONNEL WHO HAVE
INFRINGED ANY OF THESE CONDITIONS**

FACILITIES MANAGEMENT ACKNOWLEDGEMENT
(Document 2 to be completed and retained by IWM Facilities Management)

IWM Local Site Conditions to be issued and observed by all Contractor staff and Sub-Contractors.

I hereby agree that I have received a copy of the above conditions and having read them In conjunction with the Risk Assessments and Method Statements (RAMS).

I will ensure that all works carried out is in accordance with agreed Risk Assessments and Method Statements in support of these conditions.

BLOCK LETTERS:

Name

Date

Company

.....

Signed

IWM MANAGEMENT RESERVES THE RIGHT TO REQUEST THE REMOVAL FROM SITE OF ANY CONTRACTOR OR SUB-CONTRACTOR PERSONNEL WHO HAVE INFRINGED ANY OF THESE CONDITIONS.

FACILITIES MANAGEMENT ACKNOWLEDGEMENT
(Document 3 to be completed and retained by IWM Facilities Management)

INSPECTION OF PORTABLE TOOLS AND WORK EQUIPMENT

Equipment provided for task to be carried out:

Portable Tools Pat Tested	Yes	No	N/A
110 volt Transformer			
110 volt Extension Leads			
110 volt Disc Cutters			
110 volt Drills			
Cordless Drills with charger			
Portable Serviceable Equipment	Yes	No	N/A
Steps			
Ladders			
Mobile Elevating Work Platform (MEWP) (Operator License Seen)			
Tower Scaffold Condition (Operator License Seen)			
General Tools			
Oxyacetylene Equipment			
Mini Digger (Operator License Seen)			
Other Tools - please define			
PERSONAL PROTECTIVE EQUIPMENT (PPE)			
PPE Serviceable	Yes	No	N/A
Safety Footwear			
High Visibility Waste Coat/Jacket			
Safety Helmet (in date)			
Gloves			
Hearing Protection			
Safety Goggles/Visor/Glasses			
Overalls			
Portable Respirator – filter fit for the Task			

Security Vetting

- 1 The Contractor is responsible for ensuring that all their employees and any sub-contractors, agents etc. who are due to work at the Premises, for an extended period of time in duration in the delivery of the Contract, whether in a continuous period, or over the duration of the Contract, have been security vetted to Basic level, as defined by Disclosure Scotland¹, unless otherwise agreed in advance by IWM
 - ¹ Please note that Disclosure Scotland is the agency that all security vetting providers will approach to undertake the security vetting.
- 2 For Contractor's with a small employee base, IWM will be prepared to undertake the security clearance on behalf of the Contractor, provided that this is made known at the time of the appointment, and that this is agreed by IWM, and that the Contractor agrees to pay the administration charge of £41 per clearance, that IWM is charged for this service.
- 3 This requirement will apply to an employee who has not worked at an IWM branch, within the previous 12 months.
- 4 A minimum of 48 hours before any individual commences work on the Premises, the Contractor is required to complete and submit the Security Notification Form (see Appendix X) to the Technical Security Manager at IWM London.
- 5 Upon arrival at the Premises, each new employee must report individually to the Control Room with a copy of their certificate of proof of vetting, and some form of ID. IWM will note the details of the certificate of proof of vetting, but will not retain any documents.
- 6 IWM will accept a certificate of proof of vetting which is dated within 12 months of the date of their site commencement at IWM, although IWM reserves the right to request they are security vetted, at its discretion, which IWM agrees not to action unreasonably.
- 7 Failure to comply with this requirement could result in the employee not being granted access to IWM.

Section 5 – Valuation Procedure

Introduction

In order to be paid for Works completed the Contractor (payee) must submit a monthly valuation of the Works completed. A valuation should reflect the line items as agreed within the Contract and any subsequent variations to that Contract. Each month they should show a percentage complete against those line items whether they be for items physically produced or for items they have procured on behalf of the Client (payer) or management (specified person), or for attendance, drawings etc.

This document is intended to assist in the smooth and expedient process of the production, review, agreement and payment of Payee valuations.

How to submit a valuation

During the contract engrossment period, the payee should submit a sample of their valuation document that they intend to use for this project to the Quantity Surveyor for approval. The Quantity Surveyor or Project Manager may ask payee to adjust some or all elements of this document in order to align it with the overall valuation process.

It is anticipated that the Payee will produce a monthly valuation during the middle of the calendar month (Application date of 14th of each month unless a weekend where it would be the next day of business) which values actual Works complete to that point i.e. the first two weeks work of that month; and a forecast of the Works that will be complete by the end of the month.

The Payee must be aware that all valuations submitted up to, but not including, the penultimate valuation (i.e. the valuation submitted post practical completion) must show the total valuation figure and the 5% retention as agreed in the Contract (therefore the Payee should show the total claim for the month and the figure less 5% which will actually be claimed). This 5% retention will accrue month on month until the submission of the penultimate valuation (i.e. that which coincides with the issuance of the practical completion certificate) at which point, assuming there are no significant outstanding items, snags or defects; 50% of the accrued amount can be claimed as part of the valuation. The outstanding 50% will be available for claim 1 year after the date of interim project completion (again, assuming there are no outstanding works, snags or defects) on settlement of the Payee's final account.

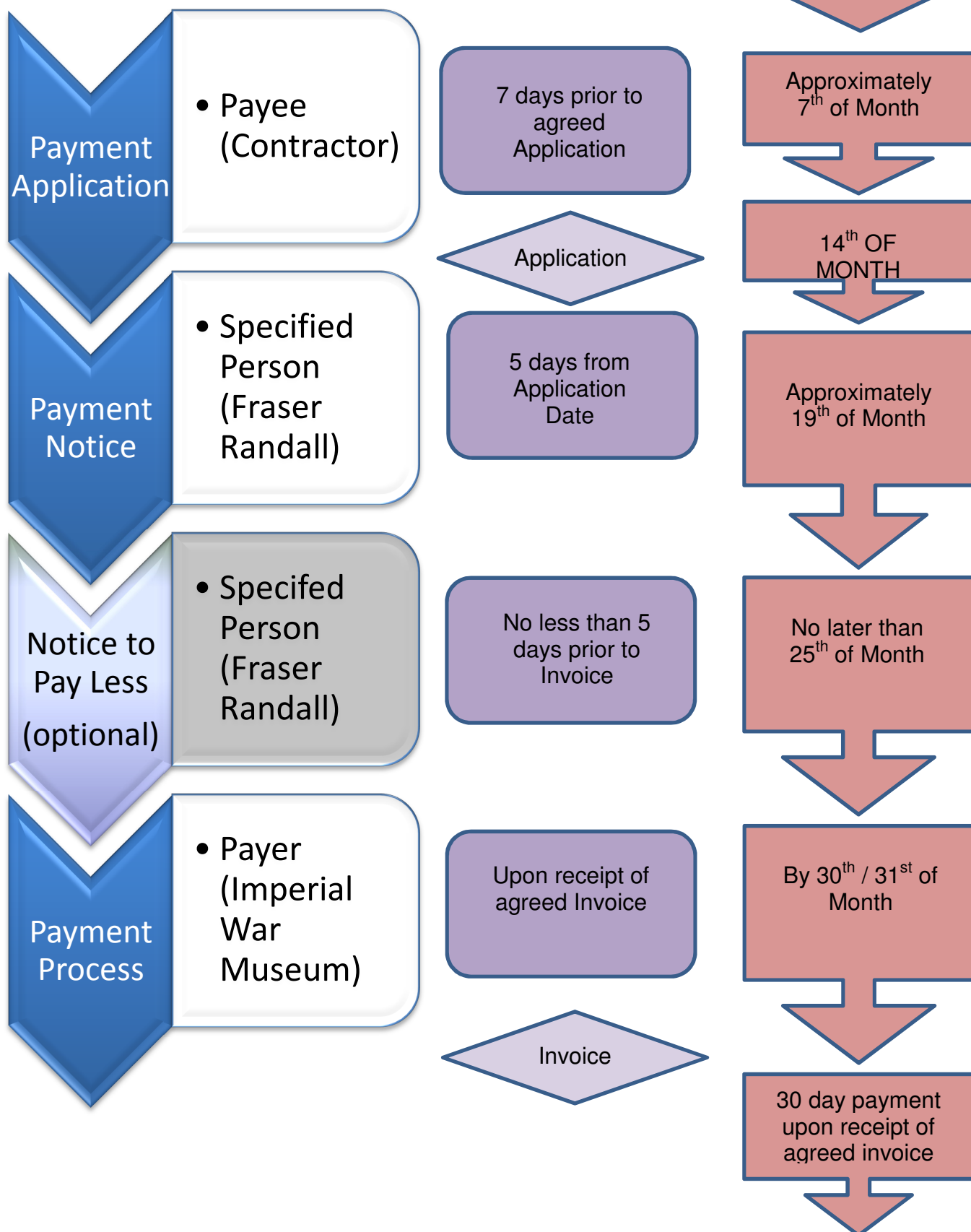
Payment of valuations must now follow the approved process as set out under the Local Democracy, Economic Development & Construction Act 2009 which came into force on 1st October 2011. The Payee should submit an application for payment no less than 7 days prior to the agreed application date (approximately 14th of the month) as set out in the payment schedule. The payer or specified person then has 5 days after the application date in which to issue a payment notice. If the payer does not issue the payment notice within this 5 day period, the payee may issue a notice stating the amount to be paid. The giving of this notice acts to delay the date for invoice submittal for payment by the same number of days as the notice is after the application date. The payer must agree the notified sum on or before the date for invoice submittal unless a notice is given by the payer or specified person of the intention to pay less than the notified sum. When the invoice with the agreed amount is submitted, the client will pay within 30 days.

The flowchart on the following pages indicate this process

The Payee should be aware that if they are claiming for any materials or items that have been built or procured for the project and not yet delivered to Site, in order to include them in the monthly valuation, the Payee must include a vesting certificate (please see appendix 3 for template). This must be backed up with physical proof including photographs showing the vested item which should be clearly labelled as the property of the Client. The Payee may also be required to make arrangements for the Project Manager, the Designer, or any other party to view the materials in situ.

The Payee should be aware that the beginning of a valuation period may not start on the 1st of the month if it is not a weekday.

Valuation & Payment Flowchart



Valuation and Payment Documents

Name
Payee Name
Address
Address
Postcode

Date

Dear Name,

RE: IWML People Power Exhibition Main Contractor Works

Valuation 1

We recommend that under the terms of the above Contract an invoice is raised for the following amount
£ as an interim payment as detailed on the attached Valuation Approval in relation to Payee
Valuation # dated Date.

Please send invoice in hard copy with a copy of the Valuation Approval to:

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

Payee name will receive payment 30 days after the date of invoice.

All payment queries are to be directed to: IWML

Yours sincerely

Jack Edwards

Fraser Randall Productions Limited
The Ship
228 Long Lane
London.
SE1 4QB

Copy XXXXXXXX
XXXXXXXXXX

Vesting Certificate Template

Certificate of Indemnity for Fabricated Works Stored Off Site

We of hereby make an application for an interim payment of £..... being the value of goods and materials manufactured and stored off site at our premises at which are ready for delivery.

In consideration of receiving payment under the Conditions of Contract we hereby undertake to transfer the property in the following goods and materials to the (hereinafter referred to as "The Client") before delivery to (hereinafter referred to as "The Site").

We also declare:-

- a) That the goods and materials (a priced inventory of which is attached hereto) are specifically for use in (hereinafter referred to as "The Contract Works") at the Site.
- b) That we hold absolute title to the goods and materials or the contract for the supply of the same expressly provides that that property therein passes unconditionally to us.
- c) That nothing remains to be done to the goods and materials to complete the same up to the point of their incorporation in the Works.
- d) That such goods and materials have been and are set apart at the above mentioned address and have been clearly and visibly marked by means of an indelible marker so as to identify:-
 - (i) where they are stored on the premises, that they are the property of and the person to whose order they are held; and
 - (ii) their destination as being the Works.
- e) The goods and materials have been manufactured in strict accordance with the Contract between the Payee and IWM, dated
- f) That we will not except for use upon the Works remove or cause or permit the same to be removed from the premises where they are.
- g) We shall remain responsible for any loss or damage and for the cost of storage, handling and taking out and maintaining insurance, at no additional cost, of the said goods and materials for their full value under a policy of insurance protecting the interests of the Client in respect of any loss or damage whatsoever howsoever caused (save only as indicated in the Contract) of or to the said goods and materials whilst they are in store, in our possession or in transit to the Site during the period commencing with the transfer of the property in the goods and materials to the Client until they are delivered to or adjacent to the Works.
- h) We shall permit the Project Manager and Designers or their representatives to inspect the said goods and materials both prior to payment and as frequently as the Project Manager shall consider necessary subsequent to payment in order that they may satisfy themselves that the provisions of the above paragraphs (a) – (g) inclusive and the provisions of the Contract have been and continue to be complied with.

i) Notwithstanding anything to the contrary herein contained, we hereby give full right and authority at any time to enter upon our premises to take and remove any and all goods and materials which have become the property of in accordance with the aforementioned provisions.

j) Nothing in the Certificate shall prejudice the Project Manager's right to reject any goods or materials not in accordance with the Contract.

We declare that we, our sub-contractors, our suppliers, or any other person shall not have a lien on any goods and materials which have been vested in for any sums due to us, our subcontractors, our suppliers or any other person and confirm that the title of in the said goods and materials and the exclusion of such lien has been brought to the attention of our subcontractors, our suppliers and any other person dealing with such goods and materials.

We declare that in the event of termination of the Contract before the completion of the Contract Works we shall deliver to any goods or materials the property in which has vested in and if we fail to do so may enter our premises or any premises of any subcontractor and supplier and remove such goods and materials and recover the cost of so doing from us.

It is accepted that this Certificate of Title is intended to complement the Conditions of Contract, and nothing in this Form shall override or modify such conditions.

SIGNED:.....

POSITION HELD:.....

FOR AND ON BEHALF OF:.....

DATE:.....

Sample Valuation Approval Overleaf

Project Title: Imperial War Museum London People Power	
Contractor: <u>[Name]</u>	Application No: <u> # </u>
Package : <u>[Name]</u>	Application Date: <u> [Date] </u>

Contract Data

Contract Sum	£	-
Variations Total	£	-
Total Contract Value	£	-

This Valuation

Valuation no :	#	
Gross Value:	£	-
Contract Gross Value:	£	-
Retention (5%):	£	-
Less retention:	£	-
Less Previous Approved:	£	-
Amount to be invoiced:	£	-

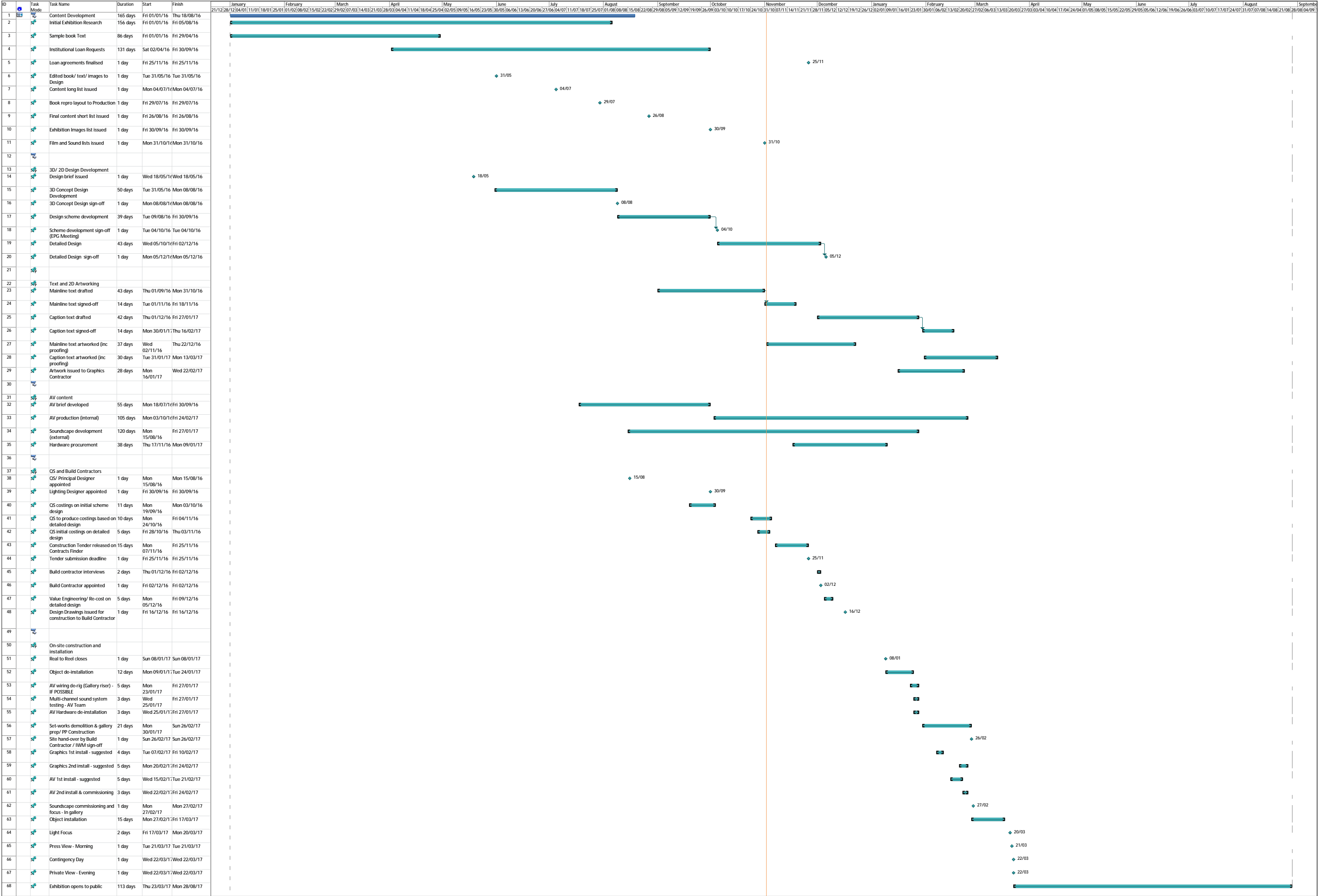
Approved for Payment _____ Fraser Randall

Approved for Payment _____ IWM London

Valuation History

Application No	Application Date	Gross Value	Retention		Amount to Invoice
			5%	2.5%	
1	[Date]	£ -	£ -	£ -	£ -
2	[Date]	£ -	£ -	£ -	£ -
3	etc.	£ -	£ -	£ -	£ -
4		£ -	£ -	£ -	£ -
5		£ -	£ -	£ -	£ -
Totals:		£ -	£ -	£ -	£ -

Section 6 – Exhibition Programme



Section 7 – Project & Site Constraints

Project Constraints - Introduction

The project will have a number of constraints due to:

- The need to work within an existing building.
- Limited access routes into the building and to the work areas.
- Very limited external areas available for construction activities.
- Very limited areas for storage, welfare and site management activities.
- The requirement for ongoing coordination with the museum during construction activities.
- Restrictions on construction activities due to proximity of the public and IWML staff during opening hours.

Description of Constraints

The health and safety aspects of constraints are covered in the IWML Instruction & Guidelines for Contractors Working on or in IWM Premises.

Constraint Information

Drawings showing these constraints are included in the following Documents:

1. General access to the building (Cons 1)
2. External access to the work area (Cons 2)

Tender Evaluation

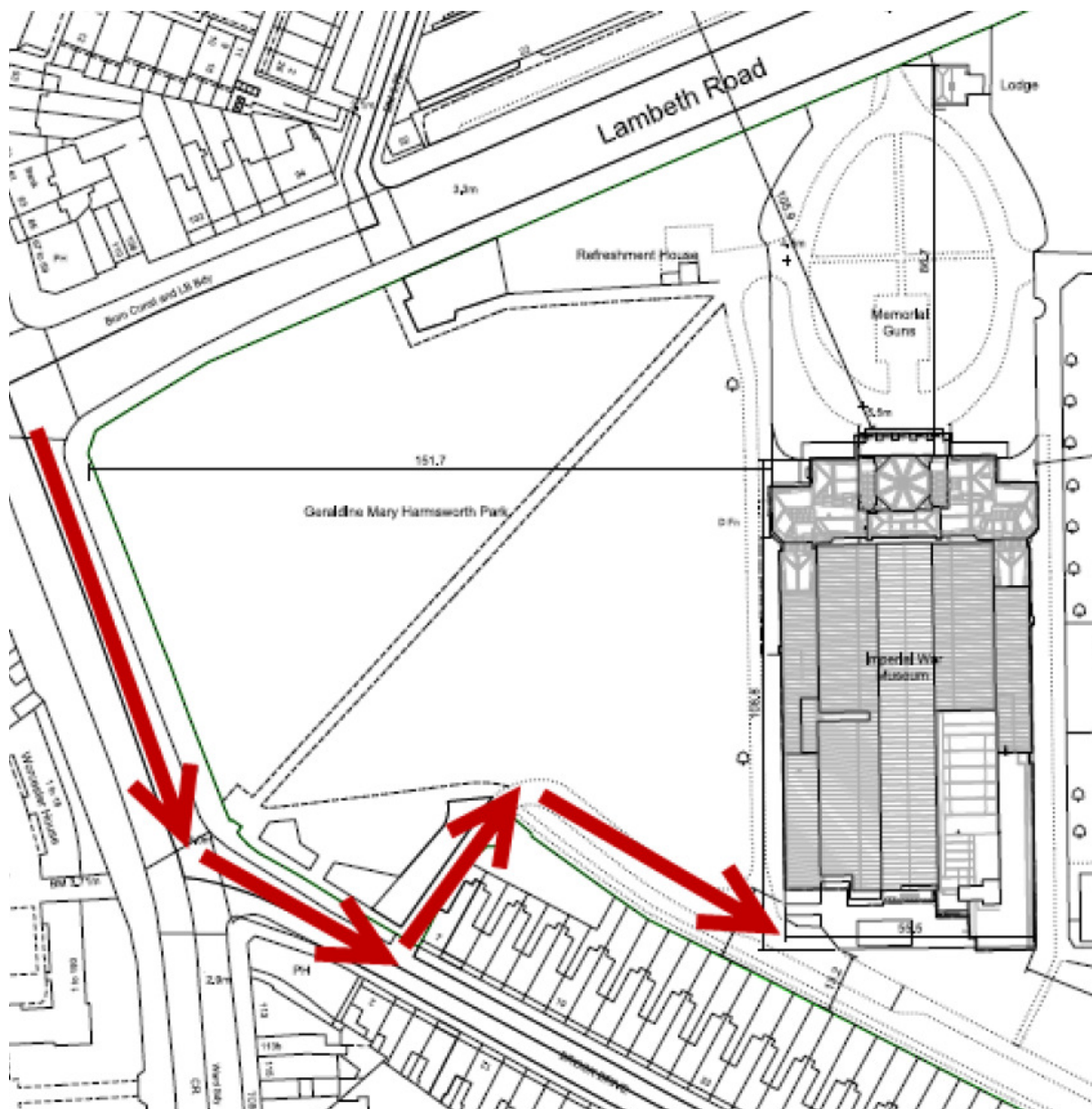
The criteria for tender evaluation are set out in the Instruction to Tenderers, contained within Part One of the tender documentation.

Within your tender return we would expect to see: details of how you intend to manage these constraints.

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Project & Site Constraints

No.1 – Access to Site for Deliveries & Staff



Section 8 – MEWPs Disclaimer Document



RISK DISCLAIMER FORM:

IWM London owns and maintains the following MEWPs (Mobile Elevating Work Platform). Technical specifications of these items can be found attached. Note the items will be referred to in this document as “equipment”.

- Genie 1932 (Cat 3b Mobile Vertical Scissor lift)
- Genie AFI (Cat 3a, Scissor Lift)
- Genie GR12 (Cat 3b Mobile Vertical Scissor lift)

By reading and signing this form ‘You’ the: Contractor / Company.

Please insert ‘**Your**’ name and name of ‘**Company**’ below in **Block Capitals**.

-
- Acknowledge and accept that there are certain risks involved when using the IWM Genie and / or MEWP.
 - In completing this form you assume all responsibility & risk in the movement and use of the aforementioned equipment.
 - IWM will ensure that the Genie & MEWP units are regularly serviced & maintained by an authorised company(s) and competent person(s). And that all records of any works undertaken are available for inspection by the contractor / company prior to use of said equipment.

IWM Requirements before use: Are as follows.

- The contractor / company to provide evidence of the required level (£10 million) of Public Liability Insurance.
- The contractor / company’ to produce suitable RAMS (Risk assessment & method statement) for the specific task.
- RAMS must include a method for safe egress from the equipment in the event of an emergency situation. Note for all High Level works there must be 2 x persons e.g. 1 working from platform, 1 as safety monitor on ground level.
- Contractor / company to provide relevant training certificates for the proposed user in relation to use of a Genie / MEWP equipment.
- Contractor / company responsible for providing suitable safety harness or Lanyard device, compliant with the IWM equipment and provide relevant test documentation of said equipment.
- Contractor / company to provide suitable safety PPE equipment not already mentioned e.g. hard hat / boots etc.
- Submission of the RAMS must be no later than 72 hrs prior to proposed commencement of any works.
- The RAMS should be sent to the IWM FM Manager or deputy for approval.
- Once satisfied the IWM FM Manager or deputy will raise & issue an **IWM Permit to Work** for that specific task and piece of equipment.
- The Permit will remain valid for the time stated on the Permit. If an extension is required a New Permit must be requested.
- IWM FM Manager or deputy may stop any works if the RAMS / Permit are not being adhered too.
- No RAMS = No Permit = No Work.
- The contractor / company should carry out a physical inspection of all equipment before each use and report any faults / defects / damage immediately to the IWM FM Manager or deputy.
- The contractor / company must report any faults / defects / damage to the equipment, and / or surrounding area caused by the equipment in use / transit at the earliest opportunity to the IWM FM Manager or deputy.

Contractor use of IWM London Genie and / or MEWP.



- By signing this form the contractor / company Indemnify the IWM from any claims made against them in respect of damage / injury to a person(s) during the movement / use of the IWM Genie / MEWP equipment.

Contractor / Company signature: Date.....