

# NEC3 Contract Template

## Section One - Contract Options

Role	Management_Contractor	Complete	✓
Available suitable Contracts	Engineering and Construction Contract April 2013 (ECC)	Complete	✓
Options (if applicable)	Option A - Priced contract with activity schedule	Complete	✓

## Section Two - Mandatory Clauses

Clause	Description	Applicable		
Core Clause 1	General	Mandatory	Required	
Core Clause 2	Main responsibilities	Mandatory	Complete	✓
Core Clause 3	Time	Mandatory	Complete	✓
Core Clause 4	Testing and Defect	Mandatory	Complete	✓
Core Clause 5	Payment	Mandatory	Complete	✓
Core Clause 6	Compensation Events	Mandatory	Complete	✓
Core Clause 7	Title	Mandatory	Complete	✓
Core Clause 8	Risks and Insurance	Mandatory	Complete	✓
Core Clause 9	Termination	Mandatory	Complete	✓

## Section Three - Options

		Available for Contract	Applied within Contract	
Option x1	Price Adjustment for inflation	Applicable	Not used	⊘
Option x2	Changes in law	Applicable	Used	✓
Option x3	Multiple currencies	Applicable	Not used	⊘
Option x4	Parent Company Guarantee	Applicable	Not used	⊘
Option x5	Sectional Completion	Applicable	Not used	⊘
Option x6	Bonus for early Completion	Applicable	Not used	⊘
Option x7	Delay damages	Applicable	Not used	⊘
Option x8	Collateral Warranty	Non-applicable	Not used	⊘
Option x9	Transfer of right	Non-applicable	Not used	⊘
Option x10	Employers Agent	Non-applicable	Not used	⊘
Option x11	Termination by employer	Non-applicable	Not used	⊘
Option x12	Partnering	Applicable	Not used	⊘
Option x13	Performance Bond	Applicable	Not used	⊘
Option x14	Advance payment to contractor	Applicable	Not used	⊘
Option x15	Limitation of Contractor's liability for his design to reasonable skill and care	Applicable	Not used	⊘
Option x16	Retention	Applicable	Not used	⊘
Option x17	Low Performance damages	Applicable	Not used	⊘
Option x18	Limitation of liability	Applicable	Used	✓
Option x19	Task Order	Non-applicable	Not used	⊘
Option x20	Key Performance Indicators	Applicable	Not used	⊘
Option Y (UK)1	Project Bank Accounts (NOT USED)			
Option Y (UK)2	Housing Grant Construction and Regeneration Act 1996	Applicable	Used	✓
Option Y (UK)3	Contracts (Rights of Third Parties) Act 1999	Applicable	Not used	⊘
Option W1	Dispute Resolution Procedure (non HGCR Act 96)	Non-applicable	Not used	⊘
Option W2	Dispute Resolution Procedure (HGCR Act 96 applies)	Applicable	Used	✓

**Section Four - Z Clauses**

GFSL Z38	Provision for recovering loss.	Mandatory
GFSL Z39	<del>Additional Contract Termination Clauses</del> <b>(Not used)</b>	Mandatory
GFSL Z40	Termination at will - 90 days	Mandatory
GFSL Z41	Additional Design Liability	Mandatory

## Data Provided by the *Employer*

### 1. General

The <i>works</i> are	detailed in the "brief description of the works" section found on page 33	Complete
The <i>Employer</i> is	the Secretary of State for Justice	Complete
Name		Complete
Address	102 Petty France, London, SW1H 9AJ	Complete
The <i>Project Manager</i> is	Gov Facility Services Ltd	Complete
Name		Complete
Address	102 Petty France, London, SW1H 9AJ	Complete
The <i>Supervisor</i> is	Gov Facility Services Ltd	Complete
Name	TBC	Complete
Address	102 Petty France, London, SW1H 9AJ	Complete
The <i>Adjudicator</i> is	to be appointed by the RICS	Complete
Name	to be appointed by the RICS	Complete
Address	to be appointed by the RICS	Complete
The works information is	detailed in the brief description of the works (page 33) the activity schedule and 2022 ITT bundle	Complete
The site information is in	detailed within the contract preface document	Complete
The <i>boundaries</i> of the site are	detailed within the contract preface document	Complete
The <i>language</i> of his contract is	English	Complete
The <i>law of the contract</i> is the law of	English	Complete
The <i>period for reply</i> is	1 weeks	Complete
The <i>Adjudicator nominating body</i> is	RICS	Complete
The <i>tribunal</i> is	Arbitration	Complete
The following matters will be included in the Risk Register	TBC	Complete

### 2. The *Contractor's* main responsibilities

The <i>Contractor's</i> liability for Defects due to his design that are not listed on the Defects Certificate is limited to	See X15	Complete
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**3. Time**

The *starting date* is  Complete

The *access dates* are:

Part of the Site	Date
To be discussed and agreed during the 420 mobilisation meeting	01/09/2023

The *Contractor* submits revised programmes at intervals no longer than  weeks Complete

**4. Testing and Defects**

The *defects date* is  weeks after Completion of the whole of the works. Complete

The *defect correction period* is  Complete

**5. Payment**

The *currency of this contract* is the  Complete

The *assessment interval* is  weeks Complete

The *interest rate* is  % per annum above the.... Complete

...  ... rate of the Complete

...  bank. Complete

**6. Compensation Events**

The place where weather is to be recorded is  Complete

• The *weather measurements* to be recorded for each calendar month are  
 • the cumulative rainfall (mm)  
 • the number of days with rainfall more than 5 mm  
 • the number of days with minimum air temperature less than 0 degrees Celsius  
 • the number of days with snow lying at  
 • and these measurements:

Complete

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at  Complete

and which are available from  Complete

**WHERE NO RECORDED DATA IS AVAILABLE**

Assumed value for ten years return *weather data* for each *weather measurement* for each calendar month are:  Complete

## 8. Risks and Insurance

The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

See Z clause Z28 and as detailed within the contract preface document

Complete

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with his contract for any one event is

See Z clause Z28

Complete

## 9. Dispute and Termination

The person who will choose a new *Adjudicator* if the Parties cannot agree a choice is...

RICS

Complete

The tribunal is

Adjudication

Complete

## X Clauses

### X1: Price adjustment for inflation (only used with Options A,B,C and D)

Not used

If Option X1 is used The proportions used to calculate the Price Adjustment Factor are

0:		linked to the index for	
0:			
0:			
0:			
0:			
0:			
0:		non-adjustable	
1.00			

The base date for indices is

These indices are prepared by

### X2: Changes in Law

Used

If Option X2 is used The Project Manager may notify the Contractor of a compensation event for a change in the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.

### X3: Multiple currencies (used only with Options A and B)

Not used

If Option X3 is used The Client will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency

The exchange rates for those published in

on (date)

### X4: Parent Company Guarantee

Not used

X4.1 If the Contractor is a subsidiary of another company, the Contractor gives to the Client of a guarantee of the Contractor's performance from the ultimate holding company of the Contractor in the form set out in the Scope. If the guarantee was not given by the Contract Date, it is given to the Client within four weeks of the Contract Date.

X4.2 The Contractor may propose an alternative guarantor who is also owned by the ultimate holding company for acceptance by the Project Manager. A reason for not accepting the guarantor is that its commercial position is not strong enough to carry the guarantee.

### X5: Sectional Completion

Not used

If Option X5 is used The completion date for each section of the works is

section	description	completion date
(1)		
(2)		
(3)		
(4)		



**X6: Bonus for early Completion**

Not used

If Option X6 is-  
used without  
Option X5

The bonus for the whole of the works is

per day

If Option X6 is-  
used with Option

The bonus for each *section* of the works is

*section*

*description*

*amount per day*

(1)

(2)

(3)

(4)

The bonus for the remainder of the works is

**X7: Delay damages**

Not used

If Option X7 is-  
used without

Delay damages for Completion of the whole of the works are

per day

If Option X7 is-  
used with Option

Delay damages for each *section* of the works are

*section*

*description*

*amount per day*

(1)

(2)

(3)

(4)

**X8: Collateral Warranty**

Not used

If Option X8 is used

The Collateral Warranty agreements are:

Agreement Reference

Third Party

**X9: Transfer of Rights**

Not used

X9.1 The Client owns the Contractor's rights over material prepared for the design of the works except as stated otherwise in the Scope. The Contractor obtains other rights for the Client as stated in the Scope and obtains from a Subcontractor equivalent rights for the Client over the material prepared by the Subcontractor. The Contractor provides to the Client the documents which transfer these rights to the Client.

**X10: Employers Agent**

Not used

If Option X10 is used

The Employer's agent is:

Name

Address

**X11: Termination by employer**

Not used

X11.1 The Client may terminate the Contractor's obligation to Provide the Works for a reason not identified in the Termination Table by notifying the Project Manager and the Contractor.



X11.2 If the *Client* terminates for a reason not identified in the Termination Table the termination procedures followed are P1 and P2 and the amounts due on termination are A1, A2 and A4.

**X12: Partnering**

If Option X12 is used

The *Client* is (please enter name and address)

Not used

The *Client's* objective is

The Partnering Information is in

**X13: Performance bond**

If Option X13 is used

The amount of performance bond is

Not used

**X14: Advanced payment to the Contractor**

If Option X14 is used

The amount of the advanced payment is

Not used

The *Contractor* repays the instalments in assessments starting not less than

weeks after the Contract Date.

The instalments are (either an amount or percentage of the payment otherwise due)

Advanced payment bond

An advanced payment bond is/is not required
**X15: Limitation of Contractor's liability for his design to reasonable skill and care**

If Option X15 is used

The *period for retention* following Completion of the whole of the *works* or earlier termination is

12 months

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

Refer to clause Z28

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

6 years

**X16: Retention**

If Option X16 is used

The *retention-free* amount is

Not used

The *retention percentage* is

%

Retention bond

The *Contractor* may/may not give the *Client* a retention bond.
**X17: Low Performance damages**

If Option X17 is used

The amounts for low performance damages are

Not used

amount

performance level

for



for



for



for



**X18: Limitation of liability**

Used

If Option X18 is used	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	Refer to contract preface
	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	See Clause Z28
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	See Clause Z28
	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	See Clause Z28
	The <i>end of liability date</i> is	6 years after the Completion of the whole of the works

**X19: Task Order**

Not used

If Option X19 is use The *Contractor* submits a Task Order programme to the *Service Manager* within...  days of receiving the Task Order

**X20: Key Performance Indicators (not used with Option X12)**

Not used

If Option X20 is used The *incentive schedule* for Key Performance Indicators is   
 A report of performance against each Key Performance Indicator is provided at intervals of  months

**Option Y (UK)2 Housing Grant Construction and Regeneration Act 1996**

Used

If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank*  
 The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

**Option Y (UK)3 Contracts (Rights of Third Parties) Act 1999**

Not used

If Option Y(UK)3 is used	term	person or organisation
	X15	Her Majesty's Prisons and Probation Service (HMPPS)
	X18	Her Majesty's Prisons and Probation Service (HMPPS)
	W2	Her Majesty's Prisons and Probation Service (HMPPS)
	Z28	Her Majesty's Prisons and Probation Service (HMPPS)
	Z29	Her Majesty's Prisons and Probation Service (HMPPS)
	Z34	Her Majesty's Prisons and Probation Service (HMPPS)
	Z35	Her Majesty's Prisons and Probation Service (HMPPS)
	Main Contract Clauses - Section 8	Her Majesty's Prisons and Probation Service (HMPPS)
	Main Contract Clauses - Section 9	Her Majesty's Prisons and Probation Service (HMPPS)

If Options Y(UK)1 and Y(UK)3 are both used

term	person or organisation
The provisions of Option Y(UK)1	Named Suppliers

## Z Clauses

### General

**Z1** ~~The main contract ("Framework") between the Employer and Contractor is the NEC3 Term Services Contract. For Project works, these terms will be implied based upon an NEC3 ECC contract structure Option A, which will be issued to the contractor under x19 Task Orders.~~

All supplementary clauses contained within this section will take precedence over the core clauses contained within the main contract and any clauses which have been crossed out do not apply.

**Z2** For the purposes of this contract the Ministry of Justice ("MoJ") are to be defined as the Employer, with acknowledgement that Gov Facility Services Limited ("GFSL") may act as agent for MoJ.

**Z3** The term "Supplier" is also extended to this contract, albeit for the purpose of clarity the term "Supplier" has been replaced with Contractor and/or Supplier.

**Z4** No Project Bank Account will exist. Payment mechanism will be in line with the core clause 5 incorporating amendments Z24 contained within this section.

**Z5** The Contract completion date is defined within the Contract Preface and will be the date referenced within 3 Time of the Contract Data – Part 1

**Z6** The schedule of cost components for the works defined within the Contract works are defined as:

1. Directly employed labour including on costs limited to National Insurance (direct fee applies)
2. Van costs (direct fee applies)
3. Fuel associated with item 2 (direct fee applies)
4. Contractor and/or Supplier and/or suppliers (subcontract fee applies)
5. Suppliers (direct fee applies)
6. Materials (direct fee applies)
7. Plant (direct fee applies)
8. Overhead contribution limited to the direct fee and subsubcontract fee percentages on level of cost components

Such categories will only apply to substantiation of costs in addition to the fixed price detailed within the tendered total of the prices from the pricing schedule ("Contract Sum"). Substantiation of costs prior to a compensation event will need to be presented in the above categories when requested.

**Z7** In addition to Option x15 (if it is marked in the X clauses tab as being applicable to this contract) where any performance specification is provided within the Works Information, the Contractor and/or Supplier is to satisfy themselves the specification is fit for purpose. In all scenarios the Contractor and/or Supplier will include all necessary costs for installations compliant to British standards and assume responsibility and design liability for the installation, ensuring any changes are detailed within their tender return. Where prices are returned, and the Contractor and/or Supplier does not express any changes to the performance specification provided by the Contractor is deemed to have included all necessary costs within the fixed price, including all design responsibility for the Works Information

Furthermore Collateral Warranties will be provided to the Employer covering any installation and design. Where such warranties are required they will be provided using the JCT Collateral Warranty for a Funder reference CWa/F.

### Z8 Obligation and Site Restrictions

**Z8** The use of the Site shall not be used for any purpose other than the Works specified within the Works Information in the Contract. The Site users are to be shown due courtesy and proper attention at all times where those employed on or within the project have any conflict or inappropriate contact they are to inform and consult their own management structure for direction. Under no circumstances are they to engage with anyone. All such instances are to be reported to the Project Manager.

No Contractor's personnel contracted on, within or having any relation to the projected works are to discuss or divulge any part of the project, work or installation with any person either employed within or outside the project unless that person has been specifically authorised to do so by the Project Manager in writing. The Contractor and/or Supplier is to ensure that anyone employed or acting as Contractor and/or supplier, agent or has access or knowledge of the projected works complies fully with this rule. No information related to the contract works shall be given to the press or other media without the written permission of the Project Manager.



**Z9 Instruction**

- Z9 Should a Performance Specification be incorporated within the Works Information then it should be designed to meet the current requirements of the Building Regulations, with all current amendments, approved documents A to P, document supporting regulation 7, and all the British Standards and Codes of Practice referred to therein. The Contractor and/or Supplier is to satisfy the Works Information is fit for purpose and any alterations to the Works Information are to be incorporated and considered within the Contractor and/or Suppliers fixed price.

All Site conditions and dimensions are to be verified on site by the Contractor and/or Supplier, with any discrepancies reported to the Project Manager under a Request for Information or Early Warning Notice. These documents are prepared on the basis that the Project Manager will give no site supervision, and any variance is outside of the Project Managers control unless his advice is sought. Any alterations to the Works Information is done so at the owner's risk. All products referred to are to be used strictly in accordance with the manufacturer's instructions and notwithstanding the conditions of clause Z7.

**Z10 Subcontracting**

- Z10 The Contractor and/or Supplier shall not sub-contract any part of the works without written consent from the Project Manager whose consent shall not be unreasonably withheld. Should permission be granted, it is the Contractor and/or Supplier's responsibility to ensure all their Subcontractors and/or Suppliers have the necessary security clearance, or arrange for escorting duties by security cleared personnel.

**Z11 Vetting Requirements**

- Z11 The Contractor does not employ any person where the Contractor knows, or by reason of the circumstances might reasonably be expected to know, that the person concerned is involved in any unlawful procurement of social security benefits or tax exemptions in connection with his employment by the Contractor. The Contractor does not make, facilitate or participate in the procurement of any unlawful payments to any person employed by the Contractor, whether in the nature of social security Fraud, evasion of tax or otherwise.

The Contractor complies with the Employer's procedures for the vetting of Contractor's Personnel in respect of all persons to be employed or engaged to undertake the Works (details of this vetting process can be provided on request). The Contractor confirms that all persons employed or engaged by the Contractor or that will be employed or engaged by the Contractor in relation to this Contract are vetted and recruited on a basis that is equivalent to and no less strict than the Employer's Personnel Vetting Procedures. The Employer may treat failure to comply with the Employer's Personnel Vetting Procedures as material breach.

The Employer may require the Contractor to ensure that any person the Contractor has employed to undertake the Works has undertaken a Criminal Records Bureau check as per the Employer's Personnel Vetting Procedures or any other security check as may be required by the Employer from time to time. The Contractor ensures that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise), is employed or engaged to undertake the Works.

Individuals, including those held in lawful custody or on probation are regarded as vulnerable persons under the Safeguarding Vulnerable Groups Act 2006. Where the Employer deems it necessary the Contractor provides a list of staff they are employing to undertake the Works that are vetted by the Independent Safeguarding Authority. The Employer may in its sole discretion refuse access to the Site any Contractors' personnell who do not successfully complete the Employer's Personnel Vetting Procedures.

**Z12 Arbitration**

Z12 Instead of referring a dispute to litigation the Parties may, if they both agree, refer any dispute to arbitration in accordance with this procedure.

The party seeking to initiate the arbitration shall give a written Notice of Arbitration to the other party. The Notice of Arbitration shall:

- State that the dispute is referred to arbitration;
- State the particulars of this contract; and
- Provide a brief summary of the subject of the dispute.

Unless otherwise agreed in writing by the Employer and the Contractor, the provisions of the Arbitration Act 1996 shall govern the arbitration commenced pursuant to this paragraph 3.

Any Dispute, if referred to arbitration in accordance with this procedure, shall be resolved by arbitration under the procedural rules of the London Court of International Arbitration.

It is agreed between the Contractor and the Contractor and/or Supplier that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.

For the avoidance of doubt it is agreed by the Contractor and the Contractor and/or Supplier that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made to anybody other than the tribunal, the Contractor and/or Supplier, their legal representatives and any person necessary to the conduct of the proceedings, without the agreement of the Parties.

The arbitration proceedings shall take place in the location stated in the Contract Data and shall be in the English language and the arbitration proceedings shall be governed by, and interpretations made in accordance with, the law of the contract.

The Contractor and/or Supplier shall each bear their own costs in relation to any reference made to the arbitrator and the fees

**Z13 Admittance to Affect Property**

Z13 The Contractor and/or Supplier provides to the Project Manager a list of the names and addresses, capacity in which they are employed, National Insurance numbers, periods of employment, immigration status and tax exemption certificates of all persons who it is expected may require admission in connection with the Works.

Where the Contractor's Personnel are required to have a pass for admission to the Site the ProjectManager, subject to satisfactory completion of the Employer's Personnel Vetting Procedures, arranges for passes to be issued. Contractor's personnel who cannot produce a proper pass when required to do so by any of the Employer's Personnel, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Site or be required to leave those Site if already there.

Contractor's Personnel attending the Premises may be subject to a search at any time. Strip searches are only conducted on the specific authority of the Employer under the same rules and conditions applying to the Employer's Personnel. The Contractor is referred to the Prison Rules 1999 Part III and the Prison (Amendment) Rules 2005 and the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008.

The Employer reserves the right to refuse entry to the Site any Contractor's personnel who have not satisfactorily completed the Employer's Personnel Vetting Procedures.

The Contractor and/or Supplier is not permitted to take any photographs of the property or works undertaken without written consent from the Project Manager.



#### Z14 Prevention of fraud and Bribery

Z14 The Contractor and/or Supplier represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time prior to the Starting Date:

- Committed a Prohibited Act (Detailed below) or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- Been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

During the services period the Contractor and/or Supplier does not:

- Commit a Prohibited Act; and/or
- do or suffer anything to be done which would cause the Employer or any of the employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements

During the services period the Contractor and/or Supplier:

- establishes, maintains and enforces, and requires that the Contractors Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- Keeps appropriate records of its compliance with the requirements specified in Z14 and makes such records available to the Employer on request.
- Provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the Employer on request) to prevent it and any employees or any person acting on the Contractor's behalf from committing a Prohibited Act.

The Contractor and/or Supplier immediately notifies the Project Manager in writing if it becomes aware of any breach, or has reason to believe that it has or any of its employees or Subcontractors have:

- Been subject to an investigation or prosecution which relates to an alleged Prohibited Act.
- Been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or
- Contracts on the grounds of a Prohibited Act; and/or
- Received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or Party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

If the Contractor and/or Supplier makes such a notification to the Project Manager the Contractor ensures they will respond within the specified period for reply to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit any books, records and/or any other documentation that could be deemed as relevant to the notification.

Prohibited Act means:

a) offering giving or agreeing to give to any servant of the Crown, the Employer, their agents, servants or employees any gift or consideration of any kind as an inducement or reward

i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Works with the Crown or the Employer; or

ii) for showing or not showing favour or disfavour to any person in relation to the Works with the Crown or the Employer;

b) entering into this Contract in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the Contract is entered into particulars of any such commission and of the terms and conditions of such contract for the payment thereof have been disclosed in writing to the Employer;

(c) committing any offence:

i) under the Bribery Act 2010;

ii) under legislation creating offences in respect of fraudulent acts; or

iii) at common law in respect of fraudulent acts in relation to the Works or

d) defrauding or attempting to defraud or conspiring to defraud the Crown or the Employer.

#### Z15 Good Industry standards

Z15 The Contractor and/or Supplier Provides the Service in accordance with Good Industry Practice and the Contract Preambles. This is further expanded within the item 6 within the Tender Requirements.

#### Z16 Official secrets

Z16

The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 and Section 182 of the Finance Act 1989 apply to this contract from the starting date until the Completion date or until a termination certificate has been issued.

The Contractor and/or Supplier notifies his employees and his Contractor and/or Suppliers of their duties under these Acts.

## Z17 Retention of documents and Audit

Z17 The Contractor and/or Supplier retains throughout the limitation period:

- Copies of drawings, specifications, reports, calculations and other documents which record the service.
- Documents and information obtained or prepared by the Contractor or any subcontractor in connection with this contract.

The Contractor and/or Supplier permits the Employer, Project Manager and the Auditor to examine documents held or controlled by any Contractor and/or Supplier.

The Contractor and/or Supplier provides such oral or written explanations as the Employer, Project Manager or the Auditor considers necessary.

This clause does not constitute a requirement or agreement for the purposes of section 6(3) (d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Contractor and/or Supplier.

## Z18 Freedom of information

Z18 The Contractor and/or Supplier acknowledges that unless the Project Manager has notified the Contractor and/or Supplier that the Employer is exempt from the provisions of the FOIA, the Employer is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations. The Contractor and/or Supplier cooperates with and assists the Employer so as to enable the Employer to comply with its information disclosure obligations.

The Contractor and/or Supplier transfers to the Project Manager all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

- provides the Project Manager with a copy of all Information in its possession, or power in the form that the Project Manager requires within five Working Days (or such other period as the Project Manager may specify) of the request
- Provides all necessary assistance as reasonably requested by the Project Manager to enable the Employer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and
- Procures that its Subcontractors and/or Suppliers do likewise.

The Employer is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

The Contractor and/or Supplier does not respond directly to a Request for Information unless authorised to do so by the Project Manager.

The Contractor and/or Supplier acknowledges that the Employer may, acting Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Contractor and/or Supplier, despite the Contractor / Supplier having expressed negative views when consulted.

The Contractor and/or Supplier ensures that all Information is retained for disclosure throughout the period for retention and

**Z19 Employer Data**

Z19 The Contractor and/or Supplier shall not delete or remove any proprietary notices contained within or relating to the Contract Data.

The Contractor and/or Supplier shall not store, copy, disclose, or use the Employer Data except as necessary to provide the Scope of works or as otherwise expressly authorised in writing by the Project Manager.

To the extent that Employer Data is held and/or processed by the Contractor and/or Supplier, the Contractor and/or Supplier shall supply that Employer Data to the Project Manager as requested by the Project Manager and in the format specified in this contract (if any) and in any event as specified by the Project Manager from time to time in writing.

The Contractor and/or Supplier shall take responsibility for preserving the integrity of Employer (and Contractor) Data and preventing the corruption or loss of Employer Data.

The Contractor and/or Supplier shall perform secure back-ups of all Employer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with:

- Any business continuity and/or disaster recovery plan created as part of the contract (if any);
- The requirements set out in this contract (if any);
- Good Industry Practice; and
- Such reasonable instructions in relation to business continuity and disaster recovery as the Employer may notify to the Contractor from time to time, who in turn will require the same from their subcontractors (together the "BCDR Requirements").

The Contractor shall ensure that such back-ups are available to the Employer at all times upon request by the Project Manager and are delivered to the Project Manager at regular intervals prescribed by the Project Manager from time to time acting reasonably.

The Contractor shall ensure that any system on which the Contractor and/or Supplier holds any Employer Data, including back-up data, is a secure system that complies with the Security Policy (available upon request).

If the Employer Data is corrupted, lost or sufficiently degraded as a result of the Contractor and/or Supplier's Default so as to be unusable, the Project Manager may:

- require the Contractor and/or Supplier (at their expense) to restore or procure the restoration of Employer Data to the extent and in accordance with the BCDR Requirements and the Contractor and/or Supplier shall do so as soon as practicable but in any event not later than such date as is notified to the Contractor and/or Supplier by the Project Manager acting reasonably; and/or
- itself restore or procure the restoration of Employer Data, and shall be repaid by the Contractor and/or Supplier any reasonable

**Z20 Protection to Personal Data**

Z20 With respect to the parties' rights and obligations under this contract, the parties agree that the Employer is the Data Controller and that the Contractor is the Data Processor, with assistance from the Contractor and/or Supplier, assuming responsibilities detailed within this contract.

The Contractor and/or Supplier shall:

- Process the Personal Data only in accordance with instructions from the Project Manager (which may be specific instructions or instructions of a general nature as set out in this contract or as otherwise notified by the Project Manager to the Contractor and/or Supplier during the service period) the Contractor complies with the information security provisions of this Contract and the HMG Security Policy Framework
- Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the service or as is required by the law of this contract or any Regulatory Bodies;
- Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alternation or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- Take reasonable steps to ensure the reliability of any Contractor and/or Supplier Personnel who have access to the Personal Data;
- Obtain prior written consent from the Employer in order to transfer the Personal Data to any subcontractor, Supplier or Affiliates for the provision of the service;
- Ensure that all Contractor and/or Supplier Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
- Ensure that none of Contractor and/or Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Project Manager;
- Notify the Project Manager (within five Working Days) if it receives:
  - A request from a Data Subject to have access to that person's Personal Data; or
  - A complaint or request relating to the Employer's obligations under the Data Protection Legislation;
- Provide the Project Manager with full cooperation and assistance in relation to any complaint or request made, including by:
  - providing the Project Manager with full details of the complaint or request;
- Complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Project Managers instructions;
- Providing the Project Manager with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Project Manager);
- Providing the Employer with any information requested by the Employer;
- Permit the Project Manager or the Service Manager (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor and/or Supplier's data processing activities (and/or those of its agents, subsidiaries and subcontractors or Suppliers) and comply with all reasonable requests or directions by the Employer to enable the Employer to verify and/or procure that the Contractor and/or Supplier is in full compliance with its obligations under this contract;
- Provide a written description of the technical and organisational methods employed by the Contractor and/or Supplier for processing Personal Data (within the timescales required by the Employer and / or Project Manager); and
- Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Contract Date, the Contractor and/or Supplier wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
  - The Contractor and/or Supplier shall submit an early warning to the Project Manager which shall be dealt with in accordance with the early warning procedure and

- The Contractor and/or Supplier shall set out in its early warning details of the following:
  - (a) The Personal Data which will be Processed and/or transferred outside the European Economic Area;

(b) The country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;

(c) Any subcontractors/or Suppliers or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and

(d) How the Contractor and/or Supplier will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Employer Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

- In providing and evaluating the early warning, the parties shall ensure that they have regard to and comply with then-current Employer, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Process and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

- Comply with such other instructions and shall carry out such other actions as the Project Manager may notify in writing, including:

(a) Incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this contract or a separate data processing agreement between the parties; and

(b) procuring that any Contractor and/or Supplier and/or supplier or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Employer on such terms as may be required by the Employer, which the Contractor and/or Supplier acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

**Z21 Confidentiality**

Z21 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each party shall:

- Treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- Not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

The clause above shall not apply to the extent that:

- Such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z18 (Freedom of Information);
- Such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- Such information was obtained from a third party without obligation of confidentiality;
- Such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract; or
- It is independently developed without access to the other party's Confidential Information.

The Contractor and/or Supplier may only disclose the Employer Confidential Information to the Contractor and/or Supplier Personnel who are directly involved in the provision of the service and who need to know the information, and shall ensure that such Contractor and/or Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.

The Contractor and/or Supplier shall not, and shall procure that their subcontractor or Supplier Personnel do not use any of the Employer Confidential Information received otherwise than for the purposes of this contract.

The Contractor and/or Supplier may only disclose the Employer Confidential Information to their subcontractor or Supplier Personnel who need to know the information, and shall ensure that such subcontractor or Supplier Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any subcontractor or Supplier Personnel causes or contributes (or could cause or contribute) to the Contractor and/or Supplier breaching its obligations as to confidentiality under or in connection with this contract, the Contractor and/or Supplier shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any subcontractor or Supplier Personnel, the Contractor and/or Supplier shall provide such evidence to the Employer and Project Manager as either party may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Contractor and/or Supplier is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from subcontractor or Supplier Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with subcontractor or Supplier Personnel in connection with obligations as to confidentiality.

At the written request of the Project Manager, the Contractor and/or Supplier shall procure that those members of the Contractor and/or Supplier Personnel identified in the Project Manager notice signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

Nothing in this contract shall prevent the Employer from disclosing the Contractor and/or Supplier's Confidential Information:

- To any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body;
- To any consultant, Contractor and/or Supplier or other person engaged by the Employer or any person conducting an Office of Government Commerce gateway review;
- Or the purpose of the examination and certification of the Employer's accounts; or
- For any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Employer has used its resources.
  - to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - to the extent that the Employer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

And for the purposes of the foregoing, disclosure of the confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Employer under this clause.

The Employer shall use reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or Contractor and/or Supplier to whom the Contractors Confidential Information is disclosed pursuant to the above clause is made aware of the Employer's obligations of confidentiality.

Nothing in this clause is deemed to provide any authorisation to the Contractor in respect of any provision of the Offender Management Act 2007. The Contractor in providing the Services complies with the provisions of PSO 1100 as published by the Employer from time to time.



## Z22 Security Requirements

Z22 Notwithstanding the requirements within clauses Z11 & Z13, the Contractor's Personnel, engaged within the boundaries of a Government establishment, comply with rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of Contractors' Personnel when at that establishment and when outside that establishment.

The Employer has the right to carry out any search of Contractor's Personnel or of vehicles used by the Contractor at the Premises.

The Contractor co-operates with any investigation relating to security which is carried out by the Employer or by any person who is responsible to the Employer for security matters and when required by the Employer:

- i) takes all reasonable measures to make any Contractor's Personnel identified by the Employer available to be interviewed by the Employer, or by a person who is responsible to the Employer for security matters, for the purposes of the investigation. Contractor's Personnel have the right to be accompanied by and to be advised or represented by the other person whose attendance at the interview is acceptable to the Employer and;
- ii) subject to any legal restriction on their disclosure, provides all documents, records or other material of any kind which may reasonably be required by the Employer or by a person who is responsible to the Employer for security matters, for the purposes of the investigation, so long as the provision of that material does not prevent the Contractor from performing the Contract. The Employer has the right to retain any such material for use in connection with the investigation and, so far as possible, provides the Contractor with a copy of any material retained.

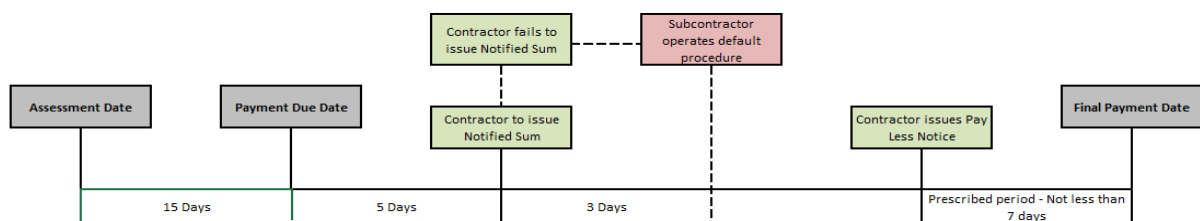
## Z23 Conflicts of Interests

Z23 The Contractor and/or Supplier discloses to the Project Manager any actual or potential conflict of interest arising from the Works Information as soon as practicable after becoming aware of such actual or potential conflict.

The Contractor and/or Supplier immediately notifies the Project Manager of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Contractor and/or the Employer (including without limitation its reputation and standing) of which it is aware or anticipates may justify the Employer or Contractor taking action to protect its interests.

## Z24 Payment

Z24 The Project Manager certifies a payment within two weeks of each assessment date.



A payment is made by the Employer to the Contractor if the amount due is an amount due to the Contractor. Other payments are made by the Employer to the Contractor and/or Supplier. Payments are in the currency of this contract unless otherwise stated in this contract.

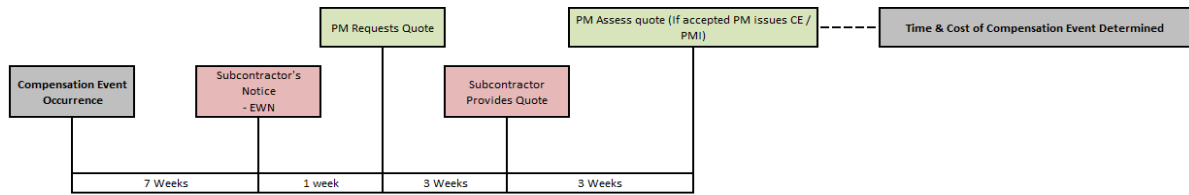
## Z25 Fair payment

Z25 The Employer assesses the amount due to a Contractor and/or Supplier without taking into account the amounts certified to them

- The contractor will allow a period of 5 days after the final date for payment in the main contract. The amount due includes, but is not limited to, payment for work which the Contractor and/or Supplier has completed from the previous assessment date up to the current assessment date in this contract.
- A provision requiring the Contractor and/or Supplier to include in each subcontract the same requirement, except that the period for payment is to be not greater than 9 days after the final date for payment in the main contract and
- A provision requiring the Contractor and/or Supplier to assess the amount due to a subcontractor or Supplier without taking into account the amount paid by the Employer.

## Z26 Assessing Compensation Events

Z26 The below illustration has been provided to detail the Compensation Event procedure and the associated timeline for each Party to follow. This will be incorporated as the change control procedure.



The above procedure applies to time, cost and quality change control from the original scope and programme defined within the contract data. The impact of the change control criteria will be incorporated into the final amount payment associated with clause x17 and x20 in determining the assessed amounts due.

**Z27 Defects Correction Period**

Z27

The defect correction period will be 12 months from the date the practical completion certificate is signed by the Employer. The timescales and rectification period of any defects identified by the Project Manager at handover, and / or within the entire defects period, are defined within the below table.

SLR Reference	Call Type	Site Category	Description	Initial Site Attendance / Response	Interim Solution (if applicable)	Completion Due
<b>A1</b>	Emergency / Critical Requests	Critical Sites / Assets	Matters giving rise to an immediate health and safety, business critical or security risks and/or matters which severely restrict the Contracting Authority from conducting normal business operations	<b>30 Minutes</b>	<b>2 Hours</b>	<b>24 Hours</b> , to include:
						<b>6 Hours</b> – Permanent rectification/s of Security measures must be achieved.
						<b>12 Hours</b> - Permanent solution/s to health and safety issues must be achieved.
<b>A2</b>	Emergency / Critical Requests	Non-Critical Sites / Assets	Matters giving rise to an immediate health and safety, business critical or security risks and/or matters which severely restrict the Contracting Authority from conducting normal business operations	<b>2 Hours</b>	<b>4 Hours</b>	<b>72 Hours</b> , to include:
						<b>6 Hours</b> – Permanent rectification/s of Security measures must be achieved.
						<b>12 Hours</b> - Permanent solution/s to health and safety issues must be achieved.
<b>B1</b>	Urgent requests	Critical Sites /Assets	Matters which may have H&S implications or which impinge upon the Contracting Authority from conducting normal business operations.	<b>12 Hours</b>	<b>18 Hours</b>	<b>24 Hours</b>
<b>B2</b>	Urgent requests	Non-Critical Sites / Assets	Matters which may have H&S implications or which impinge upon the Contracting Authority from conducting normal business operations.	<b>24 Hours</b>	<b>36 Hours</b>	<b>48 Hours</b>
<b>C</b>	Routine Requests	All Category Sites	Matters of a routine nature.	<b>2 Working Days</b>	N/A	<b>5 Working Days</b>
<b>D</b>	Recalls	All Category Sites	A failure in delivery of any service, at any time, which requires a re-attendance of the technician / operative to complete the task satisfactorily.	<b>24 Hours</b>	N/A	<b>48 Hours</b>
<b>E</b>	Uncompleted task / Service Failure	All Category Sites	A Scheduled task not completed as announced / described requiring a higher than Routine response.	<b>24 Hours</b>	N/A	<b>5 Working Days</b>

**Z28 Insurance Cover**

Z28 All insurances required to be effected and maintained under this contract are placed with reputable insurers, to whom the other party has no reasonable objection, lawfully carrying on such insurance business in the United Kingdom, and upon customary and usual terms prevailing for the time being in the insurance market. The said terms and conditions do not include any term or condition to the effect that any insured must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

Nothing in this clause relieves the Contractor and/or Supplier from any of its obligations and liabilities under this contract.

The level of insurance requirements will be defined within the preface particulars provided at tender stage (numbered document included within this contract) but categorised in the below consolidated table. In all scenarios the Contractor and/or Supplier has to provide the appropriate cover for each insurance requirement defined in the below table:

Project Value	Employers Liability cover	Public Liability cover	Professional Indemnity cover	Contractors All risk cover
to 150K				
150 to 350K				
350 to 750K				
750K to 1.50m				
1.50 to 3.00m				
3.00 to 5.00m				

**Z29 Professional Indemnity Insurance**

Z29 If required to obtain professional indemnity insurance, the Contractor and/or Supplier obtains and maintains the professional indemnity insurance upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom on the basis and in an amount not less than that stated in the Part One of the Contract Data, provided always that such insurance is available at commercially reasonable rates. The said terms and conditions do not include any term or condition to the effect that the Contractor must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

The Contractor and/or Supplier does not without the prior written approval of the Project Manager settle or compromise with the insurers any claim which the Contractor and/or Supplier may have against the insurers and which relates to a claim by the Employer against the Contractor and/or Supplier, nor by any act or omission lose or prejudice the Contractor and/or Supplier with such a claim against the insurers.

The Contractor and/or Supplier immediately informs the Project Manager if the professional indemnity insurance ceases to be available at rates and on terms that the Contractor and/or Supplier considers to be commercially reasonable. Any increased or additional premium required by insurers by reason of the Contractor and/or Supplier record or other acts, omissions, matters or things particular to the Contractor is deemed to be within commercially reasonable rates.

The Contractor and/or Supplier co-operates fully with any measures reasonably required by the Project Manager including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the Employer undertakes in writing to reimburse the Contractor and/or Supplier in respect of the net cost of such insurance to the Contractor and/or Supplier above commercially reasonable rates or, if the Employer effects such insurance at rates at or above commercially reasonable rates, reimbursing the Contractor in respect of what the net cost of such insurance to the Contractor would have been at commercially reasonable rates.

The above obligation in respect of professional indemnity insurance continues notwithstanding termination of the Contractor

**Z30 Limitation of Liability**

Z30 The Contractor and/or Supplier's total liability to the Employer for all matters arising under or in connection with this contract is limited to the amount stated in the Contract Data detailed within the contract preface and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

**Z31 Environmental requirements**

Z31 The Contractor and/or Supplier complies with all applicable environmental laws and regulations in force from time to time in relation to the service and promptly provides evidence of compliance when reasonably requested by the Project Manager.

The Contractor and/or Supplier satisfies all reasonable requests by the Project Manager for information regarding the environmental impact of the defined scope of works.

**Z32 Collateral warranty agreements**

Z32 The Contractor and/or Supplier enters into the collateral warranty agreements in favour of the parties identified in the Contract Data and delivers executed copies in duplicate to the Project Manager no later than Fifteen Working Days after the Project Manager has provided the Contractor and/or Supplier with appropriate collateral warranty agreements suitable for execution.

If the Contractor and/or Supplier fails to deliver the required collateral warranty agreements in the manner and within the time stipulated by this contract, one quarter (1/4) of the Price for Services Provided to Date is retained in assessments of the amount due until the Contractor and/or Supplier has remedied the failure.

**Z33 Employer provides right of access and things**

Z33 If the Contractor and/or Supplier is permitted to use Equipment, Plant and Materials or other such property belonging to the Employer (the "Employers Property") the following shall apply:

- All Employers property remains the property of the Employer,
- Any failure of Employers property shall not be a compensation event unless the Contractor and/or Supplier demonstrates that the failure was caused by the undue delay in its repair or replacement.

**Z34 Intellectual Property Rights**

Z34 "Intellectual Property Rights" means any and all patents trademarks, service marks, copyright, moral rights, rights in a design, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;

"Confidential Information" means any information designated as such by the Party disclosing that information; and

"Document" means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the Contractor and/or Supplier in relation to this contract.

The Intellectual Property Rights in all Documents prepared by or on behalf of the Employer in relation to this contract and the work executed from them remains the property of the Employer. The Contractor and/or Supplier hereby grants to the Employer and to the Authority an irrevocable, royalty free, non-exclusive licence to use and reproduce the Documents for any and all purposes connected with the Affected Property. Such licence entitles the Employer and the Authority to grant sub-licences to third parties in the same terms as this licence provided always that the Contractor and/or Supplier shall not be liable to any licence for any use of the Documents or the Intellectual Property Rights in the Documents for purposes other than those for which the same were originally prepared by or on behalf of the Contractor and/or Supplier.

In the event that the Contractor and/or Supplier does not own the copyright or any Intellectual Property Rights in any Document the Contractor and/or Supplier uses all reasonable endeavours to procure the right to grant such rights to the Contractor and Employer to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the Contractor and/or Supplier is unable to procure the right to grant to the Employer in accordance with the foregoing the Contractor and/or Supplier procures that the third party grants a direct licence to the Contractor and Employer on industry acceptable terms.

The Contractor and/or Supplier waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the Employer or any licensee or assignee of the Employer.

The Contractor and/or Supplier warrants to the Employer that he has not granted and shall not (unless authorised by the Project Manager or Employer) grant any rights to any third party to use or otherwise exploit the Documents.

The Contractor and/or Supplier supplies copies of the Documents to the Project Manager and to the Employer consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related works.

After the termination or conclusion of the Contractor and/or Supplier employment hereunder, the Contractor and/or Supplier supplies the Project Manager with copies and/or computer discs of such of the Documents as the Project Manager may from time to time request and the Employer pays the Contractor for producing such copies or discs.

In Providing the Service the Contractor and/or Supplier does not infringe any Intellectual Property Rights of any third party. The Contractor and/or Supplier indemnifies the Employer against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

### Z35 Information Sharing

- Z35 The Employer may disclose the Confidential Information of the Contractor and their subcontractors:
- On a confidential basis to any Crown Body for any proper purpose of the Employer or the relevant Crown Body;
  - To Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - To the extent that the Employer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - On a confidential basis to a professional adviser, consultant, supplier or other person engaged by any Crown Body (including any benchmarking organisation) for any purpose connected with this contract;
  - On a confidential basis for the purpose of the exercise of its rights under this contract;
  - On a confidential basis to a proposed successor body of the Employer in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,
- And for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Employer and Contractor under this Z clause.

### Z36 Clauses "Not Used" and Nil Values

- Z 36 Where a clause is specified as 'not used' or is struck through but requires an amount to be detailed, that amount is "Zero" for both percentages and costs.

### Z37 Professional Services

- Z 37 Where the Professional Services Contract (PSC) or Professional Services Short Contract (PSSC) is selected as the type of contract being applied any references to "Contractor" or "Supplier" in this agreement should be considered as referring to the Consultant.

### Z38 Provision for Recovering Loss

- Z38 The Contractor shall be liable on an indemnity basis for any loss the Employer suffers as the result of an act or omission of the Contractor under this agreement, subject to clause X18.

### Z39 Additional Contract Termination Clauses (NOT USED)

- Z39 ~~In the event of GFSL's contract being terminated, the following additional termination reasons shall apply and prevail (where GFSL are the Principal or Framework Contractor):~~
- ~~• the performance by the Contractor of the Services under this agreement has fallen below the level below which the Employer's employment under this agreement may be terminated (R33);~~
  - ~~• the Client has required the Employer pursuant to the terms of this agreement to terminate the employment of the Contractor under this agreement (R34);~~
  - ~~• the employment of the Employer under this agreement between the Client and the Employer has been terminated (R35)~~

### Z40 Termination at will - 90 days

- Z40 The Employer may terminate the employment of the Contractor in whole or in part by giving not less than 90 day's notice. Procedure: P1, P2 and P4

### Z41 Additional Design Liability

- Z41 Design Liability will be addressed within the activity schedule contained within the contract preface.



**Contract Preface**      Version: 0.2

Version Controlled Document

Document History		
Issue	Date	Changes
0.1	26/7/2023	Initial Draft
0.2	24/8/2023	MOJ Amends

## CONTRACT DOCUMENT

### Specification & Schedule

**Site Address:**

HMP Feltham

Bedfont Road, Feltham, Middlesex, TW13 4ND

**Employer:** The Secretary of State for Justice
**Unique Reference Number:**
**Project Manager:**

Contact Tel:

Contact Email:

**Project:** Heron Shower Pods
**Brief Description of Works:**

This request is to install 28 rooms (not known as cells within Young Offenders estate) with Heron wing with fully working Shower Pods. The Shower Pod components are free-issue and the project is phase three; phase one of 69 No. shower pods was completed earlier this year. The project includes all works necessary including furniture alterations, extensive M&E, new finishes and the shower pod install.

**Form of Contract:**

Engineering and Construction Contract

**Contract Start Date is:** Sep-23**Contract End Date is:** 17 weeks after the start on site date**Assessment Date:** Monthly Interim
**Delay Damages:**

N/A

Not Applicable

**Defects Period:**

12 Months

**Reply Period:**

1 Week

**Insurance Clause Applicable:**

Z28

**Adjudicator:**

Nominated body is to be the RICS.

**Damages limited to (x18):**

Refer to Z28 &amp; Z29

Where items are left blank reference to appendix Z Clauses, General Preambles and Tender Requirements take precedence and the detailed terms referenced

**Project Particulars**

DESIGN CONSULTANT: N/A

Contact: N/A

Tel: N/A

Email: N/A

CONTRACT PROJECT MANAGER: Gov Facility Services Ltd  
102 Petty France  
London  
SW1H 9AJ

PRINCIPAL DESIGNER Arcadis Letter of intent requires issuing if PD is required

**CONTRACT DOCUMENTS - SITE INFORMATION :****Numbered Contract Document:**

- |    |  |
|----|--|
| 1  | <b>Activity Schedule</b><br>As Activity Schedule Tab   |
| 2A | <b>Specification/s - Mandatory Inclusions:</b><br>STDZDG053 - Core Requirements - 009  |
| 2B | <b>Specification/s - CONTRACT SPECIFIC:</b><br>GFSL-Standards inc. in particular:<br>STD_E_SPEC_018 - Electrical Installations (LV and ELV) - 013<br>STD_E_SPEC_020 - BMS spec - 006<br>STD_M_SPEC_040 - Heating, hot and cold water, steam and fuel installations - 009<br>STD/PM/MP/066 Building Regulations Compliance System |
| 3  | <b>Site Rules / Guidance:</b><br>420<br>DRAFT - Contractors Template - O&M File<br>Exclusion Check - DBS _ EL1 EL2<br>MANDATORY SECURITY CONDITIONS 110618<br>Operating & Maintenance Manuals format<br>Unauthorised Articles List<br>Sustainability project guidance  |
| 4  | <b>Contract Template:</b><br>NEC3-Template Version   |
| 5  | <b>Report/s:</b><br><div></div>  |
| 6  | <b>Tender Addendum/s:</b><br>Assets Import Register<br>Derogation Form v.004   |
| 7  | <b>Drawing/s:</b><br><div></div>   |
| 8  | <b>RFI:</b><br><div></div>   |

**THE SITE / EXISTING BUILDINGS**

EXISTING BUILDING AND USE:

HMYOI Feltham Heron Wing

ACCESS TO / INTO THE SITE:

Via the main gate Then into works to sign in and pick up escorts, escorts will then take all to the site

**Or**

Report to the GFSL Works Dept to sign in and pick up escorts. Escorts will then take all to the working area via the Main Gate.

OBLIGATION &amp; SITE RESTRICTIONS:

Use Of The Site

The use of the site shall not be used for any purpose other than the Works under the contract. The premise users are to be shown due courtesy and proper attention at all times where those employed on or within the project have any conflict or inappropriate contact they are to inform and consult there own management structure for direction. Under no circumstances are they to engage with anyone. ALL such instances are to be reported to the Project Manager

Information

No person or personnel employed on, within or having any relation to the projected works are to discuss or divulge any part of the project, work or installation with any person either employed within or outside the project unless that person has been specifically authorised to do so by the project manager. The contractor is to ensure that anyone employed or acting as sub contractor, agent or has access or knowledge of the projected works complies fully with this rule. No information related to the contract works shall be given to the press or other media without the written permission of the PM or Employer.

Working Hours

08:00 to 17:00 - contractor should consider that with sign in and tool check requirements that a 6 hour working day should be assumed in total for programme purposes

Hazardous Materials

None expected, however owing to the age of the premises the undiscovered presence of hazardous materials eg Asbestos cannot be guaranteed and the Contractor must immediately draw to the PM's attention any suspect materials. Check Asbestos Register **PRIOR** to Commencing any works.

## PRE-CONSTRUCTION INFORMATION PACK

The Pre-Construction Information Pack provides information in the Client's possession, or which is reasonably obtainable, to relevant CDM Duty Holders, such as Designers, Contractor and Principal Contractor

The PM Must complete and acknowledge that the following items have been considered and/or included in the PCI issued with the ITT before the Contract Preface can be issued in an ITT

### Client's considerations and Management requirements

Specific Site Hoarding Required:	<input type="text" value="Yes"/>
Site transport arrangements and vehicle movement restrictions:	<input type="text" value="Yes"/>
Electrical Permit to Work:	<input type="text" value="Yes"/>
Hot Work Permit to Work:	<input type="text" value="Yes"/>
Confined Spaces Permit to Work:	<input type="text" value="No"/>
Work at Height Permit to Work:	<input type="text" value="Yes"/>
Excavation Permit to Work:	<input type="text" value="No"/>
Temporary Works Required:	<input type="text" value="Yes"/>
Fire precautions to be put in place:	<input type="text" value="Yes"/>
Emergency procedures and means of escape:	<input type="text" value="Yes"/>
Smoking and parking restrictions.	<input type="text" value="Yes"/>

### Safety Hazards

Existing storage of hazardous materials:	<input type="text" value="Yes"/>
Location of existing services – water, electricity, gas, etc ""	<input type="text" value="Yes"/>
Boundaries and access, including temporary access	<input type="text" value="No"/>
Ground conditions, underground structures or water courses where this might affect the safe use of plant, for example cranes, or the safety of groundworks	<input type="text" value="No"/>
Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved)	<input type="text" value="Yes"/>
Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access	<input type="text" value="No"/>
Health and safety information contained in earlier design, construction or 'as-built' drawings	<input type="text" value="Yes"/>

**Environmental Restrictions and existing on-site risks**

Are we Breaking Ground:

No

Asbestos R&amp;D Survey Required:

Yes

Contaminated land, UXO, including results of surveys:

No

Existing structures containing hazardous materials:

No

Health risks arising from client's activities:

No

**Significant Design & Construction Hazards**

Significant design assumptions and suggested work methods, sequences or other control measures:

Yes

Arrangements for co-ordination of ongoing design work and handling design changes:

Yes

Asbestos R&amp;D Survey Required:

Yes

Contaminated land, including results of surveys:

No

Information on significant risks identified during design:

No

Materials requiring particular precautions:

No

**Stage 1 Checklist****Delivery Considerations**Principal Designer Required: Temporary Works Required: Use Prisoner Working Party: Estimated Number of Escorts Required: 

Outline Security Arrangements:

CTC Clearance Required: EL1/EL2 Check Required For All Personnel: DBS/PNC Check Required for All Personnel: **Statutory Requirements**Planning Permission Required: Listed Building Consent Required: Building Regulation Approval Required: Any Ecology/Soils/Specialist Environmental Designations 

If Yes please detail

**Compliance**Are we Breaking Ground: Asbestos R&D Survey Required: Asbestos Register Provided: 

Available to view on site

Contaminated Land: Contaminated Water: Gas & Fuel:



# Tender requirements

## 1. General

Alternative equipment, specialists or methods of carrying out the works in addition to those described in the numbered documents may be submitted. Alternative offers shall be indicated on the appropriate document and include:

- a) Details of the alternative equipment, specialist or method proposed
- b) Full technical data for each alternative together with details of any consequential amendments to the design and / or other parts of the works.
- c) A detailed breakdown of any omissions or additions to the basic Pricing schedule indicated on the appropriate document.
- d) The Contractor and/or Subcontractor shall include the costs necessary for re-sizing and reselection of associated equipment (including pipework, ductwork and cable sizes) resulting from the proposed alternative together with all resulting design and coordination.
- e) Alternative offers will only be considered if accompanied by a compliant tender.

The Contractor is advised that the contract sum analysis and schedules of rates contained in the Appendices are to be completed in full. This obligation is the Contractor requirement and the Contractor is advised that non-compliance may preclude their tender from consideration. In this respect, a price or proposal is to be entered against each item. Any items left un-priced shall be deemed to be allowed for in the pricing of items.

Notwithstanding the conditions, it is the responsibility of the Contractor to visit the site and to satisfy themselves that all the necessary items have been included in the performance specification to complete the works described elsewhere in this document.

Any discrepancies should be brought to the attention of the PM in writing without delay before the final tender submission and specific consideration should be made by the Contractor to the design responsibilities contained within Clause Z7.

Tenders shall be left open for acceptance without alteration within a period of 90 days from the tender return date.

Allow for the procurement of materials and equipment from suppliers at such a time, and in such a manner as may be necessary to allow for the completion of the Works in accordance with the contract programme.

Clearly state in the tender submission any foreseen difficulties with delivery periods for selected equipment or proposed alternatives, providing an outline programme with the tender return.

## 2. Compensation Events

The Contractor is not to undertake any new or additional works (i.e. outside of the original scope) without written authority from the Project Manager in the form of a Compensation Event or Project Managers Instruction.

Should the situation arise, authority will be based on the following criteria:

- a) Project Manager is provided with a scope and estimate to carry-out the additional work / change to the original scope of works.
- b) Costs are detailed against the change in scope and subject to the requests detailed within Z6
- c) All submissions and approvals are detailed within Clause Z26 and identify the time barring period for such instructions and defaults.
- d) Employer approval of the cost provided will be instructed through the clients Management System (CEMAR)
- e) The Employer will issue a revised Purchase Order to reflect the revised fixed Price

A valid purchase order will be required in all cases before any works commence, therefore any works undertaken without a valid purchase order will be undertaken at the Contractor risk.

## 3. Programme

The contractor must allow for a detailed programme of works and must allow for the production and submission of regular revisions for duration of the project. Furthermore the contractor must allow for attending a Pre-start meeting and progress meetings on site for the duration of the project

It is imperative that the Contractor takes into account the premises opening and closing times for the whole duration of the project, and details such information within their programme of works

The Contractor shall record progress against their programme (to be kept on site), and shall up-date or re-draft without delay against any Early Warning Notices or compensation Events which are either received from the Project Manager or submitted by the Contractor to the Employer.

#### 4. Site and Project Meetings

Contract progress meetings shall be arranged weekly (unless agreed otherwise) by the Project Manager and the Contractor will be required to attend. Minutes of meetings shall be taken and distributed by the Project Manager and will include a review of the Early Warning Notices, pending Compensation Events, Project Managers Instructions and the Risk Register.

The Contractor shall notify the Project Manager of the name of the person in charge. Should the Contractor be forced to change such person then he shall notify the Project Manager of the change one week prior to such change taking place or as soon as possible.

#### 5. Quality Standards and Control

##### Best Practice

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be of a standard appropriate to the Works and suitable for the function stated in or reasonably to be inferred from the project documents, and in accordance with relevant best building practice. All performances specifications must be achieved and ensured they are fit for purpose by the Contractor and such costs reflected within their tender submission.

##### General Quality of Products

Products to be new unless otherwise specified. For products specified to a British or European Standards obtain certificates of compliance from the manufacturers when requested. Where a choice of manufacturer or source is allowed for any particular product, the whole quantity required must be of the same type, manufacturer and / or source unless otherwise approved.

Produce written evidence of sources of supply when requested and ensure that the whole quantity of each product required is of consistent kind, size, quality and overall appearance.

Where consistency of appearance is desirable ensure consistency of supply from the same source. Do not use different colour batches where they can be seen together. If products are prone to deterioration or have a limited shell 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.

##### Checking Compliance of Products

Check all product documentation and the products themselves to ensure compliance 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 source, types, qualities, finishes and colours are correct, and match any approved samples.

All accessories and fixings which should be supplied with the products have been supplied and that sizes are correct. Where tolerances are critical, measure a sufficient quantity to ensure compliance. That the delivered quantities are correct, to ensure that the shortages do not cause delays in the work. The products are clean, undamaged and in good condition. Products that have a minimum shell life are not out of date.

#### Protection of Products

Prevent over-stressing, distortion and other damage and keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in finished work. Keep dry to prevent premature setting moisture movement and similar defects.

Where appropriate store off the ground and allow free air movement between stored products. Prevent excessively high or low temperatures and rapid changes of temperature in the products. Protect adequately from rain, damp, frost sun and other elements as appropriate. Ensure that the products are at a suitable temperature and moisture content at time of use. Ensure that sheds and cupboards are of ample size, in good weatherproof condition and well secured. Keep different types and grades of products separately and adequately identified. Keep products in their original wrappings, packages or containers until immediately before they are used. Where ever possible retain protective wrappings after fixing and until shortly before practical completion. Ensure that protective measures are fully compatible with and not prejudicial to the products / materials

#### General Quality of Workmanship

Operatives must be appropriately skilled and experienced for the type and quality of work. Take all necessary precautions to prevent damage to the work from frost, rain and other hazards. Inspect products and components carefully before fixing or using and reject any that are defective; Fix or lay securely, accurately and in alignment; Where not specified otherwise, select fixing and jointing methods and types, sizes and spacing or fastenings to suit their location. Provide suitable packages at screwed and bolted fixings to take up tolerances and prevent distortion. Do not overtighten, do not cut, grind or plane pre finished components and products to remedy binding or poor fit without approval.

All workmanship and materials are to be no lesser a standard than those laid down in the current British Standards, Codes of Practice, Building Regulations, Statutory Undertakings, Local Authority and Workmanship and Material section.

#### Method of Installation

The installations shall be arranged in an aesthetically acceptable manner. Pipework shall be concealed whenever possible, installations shall be carried out in strict accordance with manufacturer's recommendations. Pipework in voids, ducts, roof spaces or boxing shall be fully insulated. Tank overflows shall be run to discharge outside the building, the position shall be agreed with the Employer. Arrange exposed pipe runs to present neat appearance, fixings to be positioned to accommodate thermal change. Isolate pipes from structure.

The contractor shall prepare fully detailed working drawings of the installations which shall be submitted to the Project Manager for approval.

The drawings shall show equipment locations, pipework routes, thermostats, controllers, control wiring etc.

#### Fire Stopping

Ventilation ducts, flues, pipes and the like. All service pipes and ducts should be fire stopped at all compartment walls and floors in accordance with section 10. Approved Document Part B.

#### Use of Disposal Materials

Remove from the site any rubbish and debris arising out of the execution of the contract works on a daily basis. Do not discharge any oil, noxious liquids or gases.

All substances or materials requiring disposal certificates / certification / authorizations, are to be provided on request.

Deleterious materials shall not be utilised on any part of the Works. Deleterious materials include but not limited to:

- (a) Halon/CFC's
- (b) Asbestos or products containing asbestos
- (c) Urea formaldehyde or materials which may release formaldehyde
- (d) Lead where the metal or its corrosion products may be directly ingested, inhaled or absorbed

#### Basic Workmanship

Where the BS8000 gives recommendations on working methods, compliance will be deemed to be a matter of industry best practice and not the requirement of the PM. If there is any conflict or discrepancy between the recommendations of the BS8000 or on the one hand the project documents on the other, the later will prevail.

#### Inspection and Test

Provide method statements supported by risk assessments detailing the procedures for carrying out on site tests. Agree in advance with all parties procedures for inspections and tests including periods of notice.

## 6. Work after Completion

#### Generally

Make good all damage consequent on the work and remove all temporary and protective coverings.

Clean the works thoroughly inside and out, including all necessary ducts and voids, remove all splashes, deposits, and efflorescence, rubbish and surplus materials.

Cleaning materials and methods to be as recommended by the manufacturers of the product cleaned, and to be such that there is no damage or disfigurement to the other materials.

Obtain COSHH dated data sheets for all materials used for cleaning and ensure that they are used only as recommended by their manufacturers; Touch up minor faults in newly painted / repainted work, carefully matching colour.

Repaint badly marked areas back to suitable breaks or junctions. Adjust, ease and lubricate moving parts as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

#### Making Good Defects

Make arrangements via the Employer and Project Manager to give reasonable notice to the precise dates for access to the various parts of the Works for the purposes of making good defects. Inform the Employer when the remedial works to the various parts of the works are completed ready for inspection and sign off.

#### Defective Work

To be reported to the Project Manager without delay. Obtain instruction before proceeding with work which may cover up or otherwise hinder access to the defective construction, or be rendered aborting by the carrying out of the remedial work.

#### Accuracy

Check the levels and the dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify the Project Manager of any discrepancies whereby the Contractor should satisfy themselves of any quantities for the purpose of the fixed price submission, and upon being successful, all works are undertaken within the scope of works, as no adjustment for quantity will not be recoverable.

#### Health and Safety

It is a requirement that all Contractor and/or Suppliers and sole traders who undertake work on construction projects on behalf of MoJ or Gov Facility Services Ltd (GFSL), regardless of the size of the contract, is to comply with the 1974 Health & Safety at Work Act. On all projects CDM Regulations will apply and the contractor is to seek advice from the PM / HSE to establish whether the works are notifiable or not

The contract shall be required to keep a copy of the appropriate Building and Public Health Regulations permanently on site, and shall conform to the COSHH Regulations

Drawings/ Service Manuals / Commissioning Certificates - The contractor shall provide a copy of all 'as built' drawings / relevant documents showing alterations, including service / installation manuals, commissioning certificates etc for all new and or replacement works and is to be left in the site office to be included in the site safety/record book.

Fire Safety Works - All works that involve fire safety alterations and or new works, should be subject to a Fire Risk Assessment ("FRA") before completion. The Project Manager should ensure that an FRA is carried out before the completion certificate is issued. The Contractor and/or Supplier should give as much where possible to reduce potential delay to completion.

All contractors are required to carry a copy of all Site/Task Specific Risk Assessments and Safe Systems of Work as per MHSWR 99. These should be produced if required by site or Main Contractor.

#### Services

Regulation: Any work carried out to or which affects new or existing services must be in accordance with the Bye-Laws or Regulations of the Relevant Statutory Authority and or CIBSE Regulations.

Mechanical and Electrical Services: Must have final tests and commissioning carried out so that they are in full working order at practical completion. A copy of the M & E Standard Specification of Workmanship can be provided where applicable.

Existing Services: Notify all service authorities and adjacent owners of the proposed works as may be necessary not less than one week before commencing site operations.; Before starting work check the position of existing services, observe service authorities recommendations for work adjacent to existing services. Do not interfere with their operations without consent of the service authorities or other owners. If any damage to the services results from the works, notify Project Manager and appropriate authority without delay. The Contractor and/or Supplier will be responsible for making good.

Planned Preventative Maintenance ("PPM")

There are some elements of work that may already be covered under our existing PPM schedule agreements, which should therefore be brought to the attention of the PPM department to ensure that these are included on the current schedule. It is therefore the responsibility of the Contractor and/or Supplier to provide to the Project Manager the information bullet pointed below, before or no later than the completion stage. These works generally include:

- (a) Boilers and BMS (Building Management Systems)
- (b) Fire Alarm & Security Alarm systems
- (c) New or Replacement Key's
- (d) Kitchen Refurbishments (E.g. Commercial Catering Equipment - cookers, mechanical extraction, air conditioning systems)
- (e) Lift & Lifting equipment
- (f) Water Systems

A detailed scope of the works will be required:

- (a) Type of systems to be installed and their product code reference
- (b) A copy of all operating and maintenance manuals
- (c) A copy of installation and commissioning certificates
- (d) A copy of schematics / drawings for the element of work
- (e) Contact emergency call out numbers if applicable

## 7. Completion Certificate

It is the responsibility of the Project Manager ("Employer" ) to ensure that a completion certificate is issued once the works are complete. However, prior to issuing of the completion certificate, the Project Manager will arrange for a completion site meeting with the Client and including the Person in charge, to agree that the works are complete.

Any minor snagging defects identified at the completion meeting can be completed before or after the issuing of the completion certificate (subject to agreement with all parties) and within a reasonable pre-agreed time period. As detailed within the NEC3 timeline and illustration.

## 8. Electronic Tendering

Specification and Schedule of Works Contract Documents will be sent to contractors electronically, via e-mail systems and promoted to be returned by the same method as well as a 'back-up' postal copy (Hard Copy).

This type of tender submitting is time and cost effective for all parties and therefore the electronic version is acceptable for submission as long as all relevant information has been included and no omissions are evident.

MoJ and/or GFSL understand that not all Contractor and/or Suppliers' computerised systems have the provision of electronic signature facilities and therefore the inclusion of the 'Hard Copy' (postal) version will provide adequate qualification of the necessary information required.

It is advisable for Contractor and/or Suppliers who do not have this signature facility to consider this provision as paper copies are not a cost effective exercise. MoJ and/or GFSL is committed to continually develop and improve all its operations using cost effective proven and best practices and therefore encourage its valued contractors to follow suit.

The Project Manager and his representatives offer no guarantee that the lowest, or any tender, will be recommended for acceptance and will not be responsible for any cost incurred in the preparation of any tender.

## 9. Statutory Regulations

The works shall as a minimum be designed, constructed and incorporate materials in compliance with the following:

The requirements as are current of the Local Authority, Utility Supply Companies and of competent organisations reporting to the Local Authority, including the Fire Officer. Any relevant Acts, Statutory Instruments and Mandatory Guidelines.

Allow for complying with all Local Authority and Statutory Requirements for access and general working arrangements.

If mechanical and electrical building services installations are taking place together with the fabric alterations then they shall comply with all relevant standards current at the time of tender, including:

1. Chartered Institution of Building Services Engineers Guides and Technical Memorandums.
2. NICEIC standards.
3. The Building Regulations.
4. British Standard, British Standard Codes of Practice and European Norms.
5. Gas Regulations.
6. Water Supply Regulations.
7. Local Building Control.
8. The Health and Safety Executive.

In the event of a contradiction between this specification and any relevant standard, the standard shall be followed and the Project Manager informed.

## **10. Dimensions**

Under no circumstances should the contractor rely on any drawings or photos provided. Therefore the contractor must attend site and check dimensions in order to avoid any discrepancies or ambiguity.

## **11. Checks Prior to Isolation and Removal of Existing Equipment, Controls and Services**

Prior to isolating of any of the existing plant, services, equipment and controls that may be relocate or remove and re-fix and/or retained to facilitate the installation of the new boilers, associated controls and equipment including fire detection system, CCTV, IDS, access controls, panic alarm system, HVAC, IT and any located electrical or mechanical elements. Please ensure the existing equipment that will be retained for reuse is fully functional and will allow for any re-calibration and/or re-testing to take place without losing performance and functionality.

## **12. Site Constraints**

Notwithstanding the site details contained within the contract preface the contractor shall ensure that they take all necessary measures while carrying out these works in order to reduce the effect of noise, dust, nuisance and disturbance to the site staff and clients together with members of the public. Furthermore the contractor must take all reasonable and practicable steps to prevent unauthorised access to the works areas including scaffolding for the duration of the project and ensure robust segregation of project areas with the use of both site fencing, barriers and safety signage

## Project Particulars

### 1. Plant and Equipment

The Contractor and/or Supplier is to provide all the necessary plant and equipment for the safe execution of the works described below and as detailed within the Scope of Works.

### 2. Existing Services

The Contractor and/or Supplier is to provide any additional work and materials necessary to fully maintain all existing services.

Any instances during the progress of the works where the Contractor and/or Supplier is not able to maintain services an Early Warning Notice should be issued to the Project Manager before they are disconnected, detailing any time implications.

Before any electrical power disconnections are carried out, the Contractor and/or Supplier is to ensure no loss of data will occur or through loss of power cause disruption to linked computer equipment.

Any existing services disturbed by the Works are to be reinstated fully to the satisfaction of the Project Manager. Make all connections to existing services out of normal working hours unless instructed otherwise.

### 3. Administration

The Contractor and/or Supplier is to allow for all administration, supervision and other preliminary costs associated with the scope of works required to complete the Contract in accordance with the Particulars defined within the contract Data, Part One.

### 4. Access to carry out works

The Contractor and/or Supplier shall make sure that the necessary preparatory work is complete to provide separation between the works and the building users, neighbouring building users, and the public before any operations commence using security / safety barriers. Where separation is not possible, the contractor shall erect signs as maybe necessary to inform building users, neighbouring building users, that the work is being undertaken.

### 5. Protection

The Contractor and/or Supplier should allow for the protection of existing grassed areas, gardens, trees, shrubs, boundary walls, fences, footpaths, roads, driveways, etc., and make good to the entire satisfaction of the Employer all damage caused by plant, equipment vehicles and erection and removal of temporary buildings and temporary works incidental to the building contract.

Adequately safeguard the site, products, materials, plant and the work from damage and theft.

The Contractor and/or Supplier is to assist the Employer in taking all reasonable precautions to prevent unauthorised access to the site, the works and the adjacent property.

### 6. Site Offices and Accommodation

The nature and duration of the works may not require the inclusion of site offices / compound. Therefore the Contractor and/or Supplier is to obtain agreement from the Project Manager to provide site accommodation and / or welfare facilities (facilities for eating and drinking etc) prior to the commencement of operations, where the Employer is not providing such facilities. The Contractor and/or Supplier is required to provide their own welfare facilities as determined by the scope of works and where the Employer has advised they will be providing such facilities.

## 7. Site Administration and Security

The Contractor and/or Supplier is to be responsible for the management of their resources in relation to the scope of works. The Contractor will ensure that all their resources comply with the clearance and access requirements within clauses Z11 and Z13.

## 8. Services

Water and electricity services be provided although it shall be the responsibility of the Contractor to establish the necessary connections, notwithstanding item 6 of the project particulars. Provision of toilet facilities should be detailed within the activities schedule.

## 9. Site Safety

It is vital that contractor must providing all protection necessary to safeguard the public Residence and site staff at all times during the course of the works.

## 10. CDM Regulations

The contractor will produce and maintain a Construction Phase Plan including:

- Method Statements
- Risk Assessments
- COSHH Data
- Briefing Sheets
- Method Statement Log
- Plant Safety Inspection Register
- Produce a Project Induction and maintain an Induction log
- PPE register
- PAT register
- Ladder inspection register
- Scaffolding inspection register.

In addition the Contractor shall attend a pre-start meeting and a fortnightly progress meeting. Furthermore Site must operate a signing in and out procedure in the form of a log book, which must be kept on site at all times - during the remedial works. Also weekly tool box talks must be completed and evidence produced



## Activity Schedule

The Activity Schedule is a Pricing Mechanism in accordance with the NEC 3 Conditions of Contract. The Works are to be provided in accordance with the Contract Data and the Works Information. The Activity Schedule Items are provided as a reasonable and practical guide to the extent and nature of the works under the contract.

In accordance with the Contract Documents:

### Activity Schedule

#### Drawing:

See contract preface tab

#### Specification:


See contract preface tab

#### Other:

See contract preface tab

Should the contractor fail to state a price for an Item in the Activity Schedule then this item will be deemed to be included within their priced tender. The contractor may for clarification of the activity schedule add further items to the activity schedule to fully reflect their planning and pricing strategy.

Item	Description	Quants	Materials	Labour	Total
1.0	The following schedule of works is not intended to be an exhaustive description of the works but a reasonable and practical guide to the extent and nature of the works under the contract. The Schedule of works should be read and priced in conjunction with the attached tender and photos, together with the detailed drawings and specification referenced				NO SCHEDULE PROVIDED
2.0	This activity schedule is to be read with the following Document, Design, Drawings and Site Photos listed within the Contract Preface tab - CONTRACT DOCUMENTS - SITE INFORMATION				NO FURTHER DOCUMENTS OR INFORMATION PROVIDED
3.0	The contractor is responsible for determining for himself the exact quantities and dimensions relative to the works and is deemed to have allowed for this within this priced document.				NOTED
4.0	Each and every item within this schedule of works must be priced without exception. Should the contractor fail to state a price, then this item will be deemed to be included within their priced tender. The contractor may for clarification of the scope of work add further items to the schedule of works to fully reflect their planning and pricing strategy.				NOTED
5.0	Note: Prior to any tender submission. The contractor must attend site and complete a detailed survey of the proposed works. Therefore to arrange access please contact the Project Manager detailed within the Contract Preface & the ITT.				NOTED
6.0	<b>Site Constraints</b>				
7.0	The Contractor will be working in a live environment, therefore the contractor shall ensure that they take all necessary measures while carrying out these works in order to reduce the effect of noise, dust, nuisance and disturbance to the site staff and clients together with members of the public. Furthermore the contractor must take all reasonable and practicable steps to prevent unauthorised access to the works areas including scaffolding for the duration of the project and ensure robust segregation of project areas with the use of both site fencing barriers and safety signage				NOTED
8.0	<b>Working Hours</b>				
9.0	Detailed within the Contract Preface tab - section - THE SITE/EXISTING BUILDINGS				NOTED
10.0	<b>Preliminaries</b>				
11.0	Tendering companies are advised to consider any costs associated with the working within a live Prison environment/regime at the tender meeting as MOJ and/or GFSL will not consider any financial claim through the lack of the Contractors knowledge regarding stoppages, etc for operative & vehicle searches, inductions, restricted access/working hours during exercise periods/associations times, tool checks, random security checks, etc.				NOTED

12.0	Contractor is required to detail lead in time from placement of order by MoJ and/or GFSL				2 WEEKS
13.0	Contractor is required to provide a programme. This can either be their own template or can be done by completing the proposed programme tab detailing their required lead in time from placement of order and duration required for completion of each task within the activities schedule. Please note that if contractors template is used then the programme MUST be detail durations for each of the activities within this schedule. FAILURE TO PROVIDE A PROGRAMME MAY RENDER THE CONTRACTOR SUBMISSION NON-COMPLIANT AND THE TENDER WILL NOT BE CONSIDERED				ATTACHED
14.0	Contractor to ensure all waste materials are disposed of from site and waste transfer notes supplied. Ensure segregation of waste materials where required				NOTED
15.0	Contractor to allow for full safety signage site fencing and barriers both internally and externally where required for the duration of the project. Thereby promoting robust segregation of the project areas				NOTED
16.0	Where required allow for all access equipment including weekly certification. Together with site fencing to promote robust segregation				NOTED
17.0	The contractors must provide and maintain all temporary plant, hoists, ladders, access platforms electrical equipment etc. necessary to carry out the works in accordance with current legislation. Copies of qualifications to use plant / equipment are to be kept by the contractor within the site H&S file.				NOTED
18.0	The contractors to allow for temporary lighting where required				NOTED
19.0	The contractors to allow for protection of the existing finishes not effected by the project works				NOTED
20.0	Contractor to allow for detailed Health & Safety files. Together with O&Ms including all commissioning certification. Allow for 1 No. hard copy and 1 No. electronic copy. To be submitted to the Project Manager no later then 1 month following the completion of the works				NOTED
21.0	Contractor to allow for a full time directly employed working site foreman to be SMSTS qualified for duration of works and hold an equivalent CSCS card. To carry out H&S monitoring of works on site, and issue weekly programme updates.				
22.0	Contractors shall ensure that <b>All</b> areas effected by the project works are left clean and tidy after every shift and at the completion of the project.				NOTED
23.0	<b>Asset Validation Forms</b>				
24.0	The contractor must allow for the completion of both the New and old M&E Asset Form v1.0 and submit this information to the Project manager together with the O&Ms				NOTED
25.0	<b>As Built Drawings</b>				
26.0	Upon completion and as part of their O&M submission the Contractor is required to provide As Built Drawings.  <b>Principal Designer - Design drawings to be provided prior to construction phase commencing</b>  <b>Principal Contractor - As Built drawings to be provided detailing the area of works</b>				£ 
27.0	Allow for the Relocation or Removal and Reinstallation and associated BWIC together with re-commissioning of existing services and/or equipment to facilitate the removal of the existing plant and any associated equipment and to facilitate installation of the proposed. Including but not limited to the following: Fire detection system, CCTV, IDS, access controls, panic alarm system, HVAC systems, IT cabling and containment and existing electrical or mechanical elements. Furthermore allow for the removal and/or re-Installation of any fabric elements including but not limited to existing duct work, boxing's, fixed units shelving wall boards etc. Roof covering brick/block works, flooring, plastering and re-decoration				NOTED, A SCHEDULE OF CONDITION WILL BE PREPARED AND NO BETTERMENT IS INCLUDED

28.0	<b>The Contractor is responsible for Site Health &amp; Safety - This includes ensuring Escorts are wearing the correct PPE. The Contractor is only responsible for supplying PPE to Escorts for any PPE over and above the normal 5 point PPE that their operatives are required to wear as identified in the O&amp;Ms.</b>				NOTED
29.0	<b>The Scope of Works</b> All work to be priced and carried out in line with supplied MoJ Standards and specification documents, all items included within the Works Information must have their costs included within the Activity Schedule below.				NOTED
30.0	The contractor will take on all duties and responsibilities of Principal Designer (RIBA 1-4) and Principal Contractor (RIBA 5-7) under CDM (2015)				NOTED
31.0	<b>Pre Construction</b>				
32.0	<b>CDM Regulation 2015 Requirements</b>				
33.0	Submit a CPP and Health Safety file prior to commencement of works for review by PM and PD				NOTED
34.0	Set up safe work zones, Protection, and necessary signage. Mark out all works with temporary marker. Agree with FM site with FM site manager to ensure all works have not changed.				NOTED
35.0	Carry out an R&D survey on all areas impacted by the works and submit the report to the PM before the commencement of any demolition and/or alteration works.				£ [REDACTED]
36.0	<b>Works</b>				
37.0	Access Equipment: To provide and maintain any access equipment required. All staff using access equipment to be appropriately trained, and to use relevant safety equipment. (MEWP / Tower Scaffold / etc)				NOTED
38.0	Heras Fencing: Allowance for the forming of a Heras fenced compound around the working area.				NOT REQUIRED
39.0	Temporary Road: Provision of temporary road trackway if required for lifting operations or vehicle access.				NOT REQUIRED
40.0	Welfare: Provision of any additional welfare facilities required for the workforce.				PROVIDED BY CLIENT
41.0	Storage: Provision of any storage containers required for the installation works.				NOT REQUIRED
42.0	Waste: Provision of lockable skips for the removal of waste generated by the work.				NOTED
43.0	Escort PPE: Provision of PPE over and above 5 point for escorts and visitors (Hi-Vis, Hat, Gloves, Glasses, etc.). PPE to be in line with that of workforce.				NOTED
44.0	The project works are in essence an extension of previously completed project and as such the contractor should familiarise themselves with the previous finished product and works as no dispensation will be allowed for lack of knowledge or understanding.				NOTED
45.0	Undertake a full demolition asbestos survey for all parties to review				£ [REDACTED]
46.0	Undertake a schedule of condition of Heron wing and document for agreement by client.				£ [REDACTED]
47.0	Undertake the duties of Principle contractor including providing a SMSTS Foreman for duration of works				[REDACTED]
48.0	Provide all skips and waste transfer notes required to complete the project works				£ [REDACTED]
49.0	Undertake a professional contract clean of the entire Heron wing at practical completion of works				£ [REDACTED]
50.0	Make allowance for supervision and management attendance to weekly (or more frequent of required) site meetings				NOTED
51.0	<b>Strip-out &amp; Shower Pod Install</b>				
52.0	Carefully strip out furniture from rooms and cart to skip				£ [REDACTED]
53.0	Carefully remove furniture for reuse				NOTED

54.0	Accept delivery of shower pod materials and distribute to rooms. It is anticipated that there will be eight deliveries via 12T curtain sided HGV which will require unloading via a forklift truck to the rear of Bittern's exercise yard. Careful consideration should be made to mitigate manual handling. Components may be bulky and weigh up to 125KG each.				£	
55.0	Allow for core drilling riser walls to accept new plumbing connections. It is envisaged (but not restricted to) approximately 252 No. holes will be required up to 150mm in diameter				£	
56.0	Allow for certified intumescent sealant to wall penetrations >40mm dia. It is envisaged (but not restricted to) there shall be 112 No. penetrations above 40mm diameter				£	
57.0	Allow for making good redundant ventilation and other holes using engineering bricks and mortar to clients satisfaction				£	
58.0	Construct shower pod working with M&E contractor. Install Krion K-Life resin panels. Finish all joints and pellets smooth so as inconspicuous. Please refer to manufacturers assembly and installation guidance document. Should you have any queries please refer to Manufacturer for guidance (NJL - )				£	
59.0	There shall be no dispensation for lack of understanding or knowledge of the work required.				NOTED	
60.0	Provide replacement powder coated back-boxes and associated conduit to enable the existing power, ariel, call and light switches to be repositioned as required.				£	
61.0	Provide all plant, machinery and consumables to enable all works to be progressed and completed professionally and diligently.				NOTED	
62.0	Concrete fixing screws				£	
63.0	Krion K-Life resin glue (50ml)				£	
64.0	Sanding pads				£	
65.0	Butech P404 Mastic				£	
66.0	Supply and apply Arbokol 1025 secure (white) anti pick mastic to all junctions, corners and joints				£	
67.0	<b>Flooring</b>					
68.0	Remove existing flooring, prepare subfloor as reasonably required and lay 2.00mm thick Altro Classic slip resilient sheet vinyl with welded joints and no cove to all cells				£	
69.0	Supply and apply Arbokol 1025 secure (grey) anti pick mastic to all wall / floor junctions				£	
70.0	<b>Radiator Shrouds</b>					
71.0	Manufacture, deliver and install a 304 grade stainless steel shroud to enclose existing heating pipes and complete with steel framework to MOJ Safer Cell standard					
72.0	Heating shrouds				£	
73.0	Installation labour				£	
74.0	Apply and apply Arbokol 1025 secure (grey) anti pick mastic to all wall / floor junctions				£	
75.0	<b>Observation Mirrors</b>					
76.0	Supply and install polished stainless steel (not polycarbonate) quadrant observation mirrors complete with bespoke pattress as approved by MOJ.					
77.0	Mirrors				£	
78.0	Installation labour				£	
79.0	Apply and apply Arbokol 1025 secure (grey) anti pick mastic to all wall / floor junctions				£	
80.0	<b>Decoration</b>					
81.0	Prepare and apply minimum of two coats of contract emulsion to room walls and ceilings to clients colour choice				£	
82.0	Prepare and apply gloss paint to cell doors and frames (inside and out)				£	
83.0	<b>Standard Furniture</b>					
84.0	Accept delivery of free-issue whitewood furniture sets (bed/desk/ locker) per cell assemble and fix in place					
85.0	Labour				£	
86.0	Consumables				£	
87.0	Apply and apply Arbokol 1025 secure (grey) anti pick mastic to all wall / floor junctions				£	
88.0	<b>Safer Cell Furniture</b>					

89.0	Provide a design from an MOJ approved specialist for <b>ONE</b> room to be fitted-out with MOJ approved Safer Cell furniture. The design will require approval by the client and should incorporate an enclosed bed, desk and locker per room.				
90.0	The bed framework should be stainless steel and not treated softwood so as to mitigate resin joint expansion with damp/humidity.				
91.0	Allow for the provision of the Safer Cell furniture and it's installation from an MOJ approved specialist contractor.				
92.0	Enclosed Bed	■	■		£ ■
93.0	Desk (900mm long)	■	■		£ ■
94.0	Locker	■	■		£ ■
95.0	Labour	■		■	£ ■
96.0	Consumables	■	■		£ ■
97.0	Apply and apply Arbokol 1025 secure (grey) anti pick mastic to all wall / floor junctions	■	■		£ ■
98.0	<b>Mechanical &amp; Electrical Cell Works</b>				
99.0	Within the cells the existing light switch and cell call unit are to be removed, relocated and re-wired to a new location on the shower pod wall. In addition to this TV, data and small power outlet cluster is to be removed and again re-wired via metallic flexible conduit to a new location at the side of the shower pod to suite the new layout of the cell furniture following the shower pod installation. The existing locations will be suitably capped off and all new service installations will be tested and proven for use.				£ ■
100.0	<b>Mechanical &amp; Electrical Riser Works</b>				
101.0	Within the risers there are to be 1no switch fuse spur installed per cell to power the Wallgate controls via metallic conduit. This will be connected to the Wallgate main control unit which in turns connects to the various sensors for activation and solenoid valves to control the duration and availability of the shower, basin and toilet facilities. The further mechanical wiring consists of the disconnection and adaptation of the existing supplies to allow the replacement fan units 3no that are to be replaced on the roof. We will also be installing a further switch fuse spur per riser to supply the necessary power for the variable volume extract control of the remaining cells. The switch fuse spur will supply the necessary PSU's, timer relays and automatic flow switches to allow an automatic increase in the ventilation extract rate when the shower is in use complete with run on timer.				£ ■
102.0	<b>Hot &amp; Cold Water Services Works</b>				
103.0	Within the plant room the existing hot water calorifiers are to be removed and upgraded as the whole domestic water system is to be reconfigured to accept a new water booster set that will also be located within the plant room to allow the function and flow rates required for the additional hot and cold- water outlets that are to be added to the system within the new pods. The existing hot and cold-water services for each cell should be cut back and suitable full bore isolation points will be installed. From these new hot and cold services to the shower, basin and toilet should be installed as required complete with necessary solenoid and appropriate points of isolation to allow for future maintenance. The hot water system will be fitted the relevant TMV's as required by current legislation. The hot water return system should be fitted with thermostatic balancing valves to ensure even and adequate hot water delivery to each outlet, these should be commissioned and balanced on completion of the works. All new hot and cold pipework will be fitted with phenolic foam pipe insulation.				£ ■
104.0	<b>Above Ground Drainage</b>				

105.0	The existing cast iron above ground drainage within the riser should be cut back to ground level and converted/ adapted to accept the new plastic drainage and stacks to above the final connection point within the first-floor risers. The new stacks will allow the new toilet, basin and shower wastes to be connected to these along with all relevant rodding eyes, traps etc. Condensate pipework from the ventilation duct work low points should also be installed.				£ <span style="background-color: black; color: black;">[REDACTED]</span>
106.0	<b>Ventilation</b>				
107.0	The 3 No. roof top extract fans currently serving the unit are to be replaced with 1no smart variable volume fan and 2 No. constant volume fans. These fans will feed the new galvanised ducting throughout the wing. The new ducting should replace the existing main header and drop down each riser branching off via a swan neck section of ducting to each cell including the smart variable volume self-regulating control damper as per the manufacturer's instructions. Once all the new ducting and control dampers are fitted the whole system should be rebalanced and commissioned. Each shower pod should be fitted with an anti-vandal / ligature louvre and plenum box. Please note the outer 2 No. cells on each side of the ground floor of the unit are fed from a constant volume fan and will not be fitted with the variable volume control damper.				£ <span style="background-color: black; color: black;">[REDACTED]</span>
108.0	<b>M&amp;E - Items 98 to 107 inclusive.</b>				
109.0	<u>Ventilation</u> Strip out 3no ventilation systems Instal 2no fixed speed ventilation systems to the outer cells (1,2, 17 & 18) Install complete constant volume extract system to the rest of the cells complete with smart controls dampers to delivered boosted extract rates on use of the shower without affecting the flow rate to others not in use Commissioning to all 3no systems by a specialist contractor Allowance for crane lift to the roof top for the 3no main fans to be lifted and 3no existing fans to be removed				<span style="background-color: black; color: black;">[REDACTED]</span>
110.0	<u>Electrical</u> Install and upgrade supplies to the new extract system Install supply for Wallgate control 1no per shower pod Install local supply for interface between ventilation and plumbing services 1no per shower pod Carry out the design and installation of the smart ventilation controls to trigger the boost and trickle facility Rewire and relocate cell power, TV and data station to allow for the new cell layouts Relocate the cell call and light switch to be incorporated into the side wall of the shower pod Reconfigure risers to allow the installation of the new plumbing and ventilation installation Electrical connections to the immersion heaters on the new calorifiers Reinstate existing temperature and flow control to the new hot water calorifiers Install 3 phase power supplies to water softener Instal 3 phase power supply to booster sets				<span style="background-color: black; color: black;">[REDACTED]</span>

111.0	<b>Plumbing</b> Enabling works to the plantroom to allow the removal of the existing calorifiers Convert existing water installation from gravity to boosted water system Plantroom reconfigurations to allow the new booster set to be installed along with ensuring a balanced draw of the storage tanks Plantroom alterations to allow the new calorifiers to be installed and existing controls to be reused Allow for crane lift for new plant Install thermal balancing valves to each riser to allow the hot water flow and return to be balanced throughout the building on completion of the shower pod installation Cut back and reconfigure hot, cold and return pipework within each riser to allow the installation of the sanitaryware and other services within the riser Install Wallgate control valves to each outlet i.e basin 2no, shower and W/C Install TMV to each hot water outlet Remove existing cast drainage to each riser Convert cast drainage to upvc plastic and install the soil and vent pipes to each riser including rodding eyes Install new drainage to the basin and shower within the shower pod  Install new drainage connection to the new toilet within the shower pod Install new thermal installation to risers foil faced including ID bands Install new tin wrapped thermal insulation within the plantroom Chlorination to whole building Booster set specialist commissioning Hot water balancing to entire system along with setting of TMV mixers to each hot water outlet				
112.0	<b>Utilities</b>				
113.0	No attempt should be made by the Contractor to close any valves, remove any locks without supervision by a senior member of the FM/PM team.				NOTED
114.0	In accordance with Item 20 of the Activity Schedule and Clause Z42: Supply O&M manuals, asset list and signed Completion Certificate at end of project. <b>Failure to comply with this Clause will withhold 5% of the Overall Contract Value from any applications submitted on the completion of the Works</b>				NOTED
	<b>Total Carried forward</b>				£
	<b>Tendered Sum</b>				

Item	Description	Quants	Matls	Labour	Total
	Sub total				£
	Total to form of Tender £		£		£

#### Labour Rates - contract data part 2

The tenderer should insert in the table below hourly rates to apply to variations to the project work:

Role	Basic rate (£/hr)	Out of hours (£/hr)
SMSTS Site Manager		
SSSTS Site Supervisor		
Site Engineer		
Labourer		

The Contractor is to insert in the table below the percentage overheads & profit addition to the Cost of the items, to be applicable to variations

Category	Percentage addition
Subcontract Fee	
Direct Fee	
Design Overheads	

**FORM OF TENDER**

PLEASE WRITE CLEARLY

Works No: XXXXXXXXXXPROPERTY: **HMP Feltham**SCOPE OF WORKS: **Heron Shower Pods**

I/we offer to carry out the above works all in accordance with the specification and drawings (if any). I/we will comply with all legislation and

**TENDER SUM (excl VAT)** £ 676,679.91

Amount in words: (Excluding VAT)

**SIX HUNDRED AND SEVENTY SIX THOUSAND, SIX HUNDRED AND SEVENTY NINE POUNDS AND NINETY ONE PENCE**

I/we agree: - to remove all our standard written or printed conditions and that this quotation shall not be withdrawn or modified for a period of **90 days** from the closing date and shall remain binding upon me/us during that period. MoJ and/or GFSL will not be bound to accept the lowest or any quotation, nor consider any quotation received.

I/we agree: - that all PCI has been reviewed/requested and where applicable has been allowed for in the completion of this tender. MoJ and/or GFSL will not accept any additional claim Post Contract in relation to additional requests for PCI that a Competant PC could reasonably have foreseen and made allowance for at the tender stage.

Signature \_\_\_\_\_

Date  On behalf of (Company) NEWCASTLE JOINERY LIMITEDSignatories Name and Position in Company DIRECTORContractors Address THE HAWK CREATIVE BUSINESS PARK  
THE HAWKHILLS ESTATEPost Code YO61 3FETelephone No XXXXXXXXXX  

Signature \_\_\_\_\_

Date  On behalf of  Signatories Name and Position in Company  

**PLEASE ENSURE YOU HAVE COMPLETED THE CLEARED PERSONNEL SECTION, IF REQUIRED**



**Personnel Attending Site**

**Please complete the Declaration below for ALL staff attending site and state the proposed Number of Personnel both Directly Employed and Sub-Contractors**

I/we agree that ALL: Personnel Attending Site will have the correct Security Clearance stated elsewhere in the Contract Preface.

Proposed Nr Attending

Signature \_\_\_\_\_

Date

On behalf of (Company)

Signatories Name and  - Director  
Position in Company

### Proposed Sub-Contractors

Please complete the table below detailing the names of all Sub-Contractors for proposed elements of work for approval in accordance with NEC 3 Clause 26.2 Subcontracting

[illegible]