

TENDER DOCUMENT

For the

Transforming Imperial War Museums London.

Level 4 refurbishment project Principal Contractor

At

IMPERIAL WAR MUSEUM LONDON

LAMBETH ROAD

LONDON

CLIENT

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

PROJECT AND COST MANAGERS

Fraser Randall
The Ship
228Long Lane
London
SE1 4QB

Imperial War Museums London
Transforming Imperial War Museums London.
Level 4 - Refurbishment Project
Principal Contractor Contract IWM/TIWM/1889



Principal Contractor Tender

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1.0 Introduction

1.1 Invitation to Tender

Dear Tenderer

Invitation to Tender Contract: IWM/TIWM/1889 Level 4 Principal Contractor

Thank you for your interest in the above contract, within the attached is the following documentation.

- the Tender Documentation;
- this Invitation to Tender letter;

This invitation to tender is subject to the conditions attached to this letter of invitation.

Your tender must be returned in two hard copies and a digital version by **12 noon** on 20 April 2018. Envelopes and packages must bear no reference to the Tenderer by name. Tenders are to be returned and received by Imperial War Museum

**FAO Simon Bourne
Imperial War Museum
Lambeth Road,
London,
SE1 6HZ**

**Please include the following reference for the project on the front of the tender return:
IWM/TIWM/1889: Principal Contractor Tender**

The Tender response should include the following:

1. Completed Qualification Questionnaire with associated information.
2. Main summary and priced schedule of works
3. Priced preliminaries
4. Dayworks rates
5. All insurance, bond and warrantee information as requested in the qualification questionnaire. The Imperial War Museums will accept the following levels of insurance. If you do not meet this, it will be at the discretion of The Imperial War Museum as to whether they will accept your tender.

11.1.	Professional Indemnity	£5,000,000
11.2.	Employers' Liability	£10,000,000
11.3.	Public Liability	£10,000,000
11.4.	Performance Bond (as required)	
11.5.	Parent Company Guarantee (as required)	
6. Completed Form of Tender
7. Completed and Signed IWM Confidentiality Agreement

An electronic copy of your return is also requested and should contain:

1. Exact copy of hard copy in PDF
2. Pricing schedules in Excel
3. Priced preliminaries in Excel
4. Day works rates in Excel

Your tender should also include confirmation that you could attend an interview on either the 9th or 10th May 2018 if requested.

There will be an opportunity to visit the Imperial War Museum and be shown the extent of the Works. Site visits will be held on the 3rd and 4th April 2018. If you wish to take advantage of this opportunity, please advise Richard Ainsworth as soon as possible to make arrangements. Attendance is strongly advised.

Basis of Prices: All Fees must be quoted excluding VAT.

If you have any queries on any aspect of the information requested in the Tender Document, or how to submit your tender, please raise these, via e-mail to Richard Ainsworth (richard@fraserrandall.co.uk).

Yours sincerely

Richard Ainsworth
Project Manager

1.2 Introduction

1.2.1 The Client:

Trustees of the Imperial War Museum (IWM)
Lambeth Road,
London,
SE1 6HZ

1.2.2 Background

The project is to refurbish the existing office spaces on Level 4 and create a new humidity controlled secure object store and picture conservation work space. The works comprise of but is not limited to the following:-

Level 4

Demolition of existing fixtures and fittings and removal of existing furniture, ceilings, walls, mechanical and electrical infrastructure. The construction of new walls, floor finishes, doors, wall linings, window refurbishment works, new sections of ceiling, new electrical small power and lighting, new ductwork, fire stopping works and data infrastructure. Decorations to existing walls and floors and the adaptation of the existing heating infrastructure.

Roof plant room

Demolition of all existing mechanical plant, ductwork, grills and mechanical infrastructure. The construction of two new mechanical systems including the installation of new ductwork, forming new openings for new grills in an existing brick wall, forming new openings in an existing brick wall for ductwork to pass through existing wall to adjacent room, installation of one new Air Handling Unit, amendments to electrical infrastructure, fire stopping works, installation of a new BMS panel and amendments to the existing Chilled Water and LTHW infrastructure via new pipe work on the roof.

1.2.3 Programme

The following are outlined project timings;

Outline Project Timing

20/04/18: Tender Return

18/05/18: Contractor Appointment

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21/05/18 – 15/06/18: Contractor Mobilisation

04/06/18 – 15/06/18: Contractor Soft Strip-Out

18/06/18 – 07/09/18: Construction Period

1.2.4 Project Team

Organisation	Name	Role
The Imperial War Museum	Ann Carter	Project Leader
Neville Bruton Design Limited	Neville Bruton	Lead Designer
Steensen Varming	Alan Buckley	Mechanical Designer
Fraser Randall	Richard Ainsworth	Project & Cost Manager
Fraser Randall	Steven Wyeth	Project Manager

1.2.5 Indicative Meeting Schedule

It is anticipated that there will be a number of different types of meeting throughout the duration of the project which the Principal Contractor will be expected to attend.

Project Team Meetings – held monthly; attendance as required.

Contractor Meetings TBC assume a minimum of fortnightly.

1.3 Tender Instructions

1.3.1 General

- 1.3.1.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Richard Ainsworth (richard@fraserrandall.co.uk) if you have any doubt as to what is required or will have difficulty in providing the information requested.
- 1.3.1.2 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of Principal Contractor obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.
- 1.3.1.3 All material issued in connection with this ITT shall remain the property of IWM and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to IWM or securely destroyed by the Tenderer (at IWM's option) at the conclusion of the procurement exercise.
- 1.3.1.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.3.1.5 During the period of this procurement exercise, the Tenderer shall not make contact with any other employee, agent or consultant of IWM who are in any way connected with this procurement exercise, unless instructed otherwise by IWM.
- 1.3.1.6 IWM shall not be committed to any course of action as a result of:
- a) issuing this ITT or any invitation to participate in this procurement exercise;
 - b) an invitation to submit any response in respect of this procurement exercise;
 - c) communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
 - d) any other communication between IWM (whether directly or by its agents or representatives) and any other party.
- 1.3.1.7 Tenderers shall accept and acknowledge that by issuing this ITT IWM shall not be bound to accept any Tender and reserves the right not to conclude an Agreement for some or all of the services for which Tenders are invited.
- 1.3.1.8 IWM reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

1.3.2 Site Visit

- 1.3.2.1 Site visits will be held during the mornings of the 3rd and 4th April 2018. Attendance is strongly advised.

1.3.3 Tenderers

- 1.3.3.1 IWM will not be responsible for, or pay any expenses or losses which may be incurred by any tenderer in preparing its tender.

1.3.4 Tender Validity

- 1.3.4.1 Your Tender should remain open for acceptance for a period of 120 days. Any Tender valid for a shorter period may be rejected.

1.3.5 Submission of Tenders

- 1.3.5.1 The Tender must be submitted in the form specified in the Form of Tender instructions. Failure to do so may render the Response non-compliant and it may be rejected.

- 1.3.5.2 Tenderers must submit:

- a) Two original bound hard copies of their Tender

All in the form specified in the Form of Tender, the copies must be provided on A4 paper, unless where A3 is more appropriate.

- 1.3.5.3 In addition to the hard copies, Tenderers are requested to submit a digital copy of their Response on a USB.

- 1.3.5.4 In line with Government objectives to achieve ISO14001:2004 (Environmental Management Systems), IWM asks that you do not include any extraneous information that has not been specifically requested in the ITT including, for example, sales literature, Tenderers' standard terms and conditions etc.

- 1.3.5.5 Envelopes and packages must bear no reference to the Tenderer by name. Tenders are to be returned and received by IWM;

**FAO Simon Bourne
Imperial War Museum
Lambeth Road,
London,
SE1 6HZ**

**Please include reference to the project on the front of the tender return: IWM/TIWM/1889
Principal Contractor Tender**

- 1.3.5.6 Tenders must be received at the reception address above by **12 noon on 20 April 2018** ("the **Deadline**"). Envelopes and packages should not bear any reference to the Tenderer by name.

- 1.3.5.7 Tenders will be received any time up to the Deadline stated above. Tenders received before this deadline will be retained in a secure environment, unopened until the opening date.

- 1.3.5.8 IWM does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

1.3.6 Canvassing

- 1.3.6.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of IWM or any of its officers or members, or its advisors concerning the establishment of the Agreement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

1.3.7 Disclaimers

- 1.3.7.1 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 1.3.7.2 Neither IWM nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
 - b) accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 1.3.7.3 Any persons considering making a decision to enter into contractual relationships with the IWM following receipt of the ITT should make their own investigations and their own independent assessment of IWM and its requirements for Services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Part 2 paragraph 17 of this Invitation to Tender.

1.3.8 Acceptance and Admission to the Agreement

- 1.3.8.1 IWM shall be under no obligation to accept the lowest or any Tender.
- 1.3.8.2 IWM reserves the right to award the contract to any one Tenderer.

1.3.9 Right to Reject/Disqualify

- 1.3.9.1 IWM reserves the right to reject or disqualify a Tenderer where:
- a) the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or
 - b) the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process; and/or
 - c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

1.3.10 Right to Cancel, Clarify or Vary the Process

- 1.3.10.1 IWM reserves the right to:
- a) amend the terms and conditions of the Invitation to Tender process,
 - b) cancel the evaluation process at any stage; and/or
 - c) require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected),

1.4 Tender Response

1.4.1 Introduction

1.4.1.1 The Tenderer must use the criteria set out below to present its ITT Response to the Specification/Technical Requirements/Mandatory Information Requirements.

- a) Qualification Questionnaire
- b) Main summary and priced schedule of works
- c) Priced preliminaries
- d) Day works rates
- e) Completed Form of Tender
- f) Completed and Signed IWM Confidentiality Agreement

1.4.2 Tenderers Response

1.4.2.1 In order to be considered suitable for admission to the Agreement Tenderers must satisfy all of the Requirements;

1.4.2.2 IWM reserves the right to reject any Tender in which a response to a requirement is evaluated as not having been satisfactorily met.

1.5 Tender Evaluation

1.5.1 Introduction

1.5.1.1 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

1.5.2 Evaluation of the Questionnaire

1.5.2.1 Questions that are either “yes” or “no” are not marked.

1.5.2.2 Of those marked out of 3, the range between 0 and 3 will be awarded. In the scoring matrix below, these are listed as 0 or 3. Those that can have 0, 1, 2 or 3 marks awarded are marked as 0 – 3.

1.5.2.3 For 0 – 3 questions, scores awarded to the answers provided will be judged on the following basis:

Quality of Answer	Description	Points
Excellent	Meets all criteria in a very full and comprehensive manner and exceeds some requirements.	3 Points
Good	Meets all criteria in a full and comprehensive manner.	2 Points
Satisfactory	Meets most of the criteria but causes the Project Team concern either because the response is incomplete, or because the response does not meet the requirements which the Tender Project Team considers necessary in their professional / technical judgement.	1 Point
Unsatisfactory	Does not meet the criteria and / or very little information has been provided.	0 Points

1.5.2.4 These sections will be scored as follows:

- a) Each question will be given a score out of 3 as outlined above
- b) Each question is given a weighting. By giving your question a score out of 3 this will calculate the weighted score of the answer you have given.
- c) The sum of all the answers in each section is multiplied by that section’s weighting to give an overall weighted score.
- d) The sum of all the sections will be calculated as a percentage.

1.5.3 Evaluation breakdown for the Questionnaire

1.5.3.1 The questions in this tender section will be scored and weighted as follows:

Sections Weighting Summary				
		Scoring	Weighting	Total Mark
A	Organisation & Contact Details	6	5%	0.3
B	Grounds for Mandatory Rejection	N/A		
C	Grounds for Discretionary Rejection	N/A		
D	Economic & Financial Standing	9	15%	1.35
E	Technical & Professional Ability	12	20%	2.4
F	Company Data & Organisation	36	25%	9
G	Museum Projects & Quality Management	36	40%	14.4
H	Health & Safety	15	15%	2.25
I	Completion	N/A		
		114		30

1.5.3.2 Each of the individual section will be scored and weighted as follows:

A	ORGANISATION & COMPANY DETAILS		Weighting: 5%
	Question No.	Scoring	Total
	A.1	N/A	N/A
	A.2	0 – 3	3
	A.3	0 – 3	3
			6

B	GROUND FOR MANDATORY REJECTION		Weighting: N/A
	Question No.	Scoring	Total
	B.1.1	Yes or No	N/A
	B.1.2	Yes or No	N/A
	B.1.3	Yes or No	N/A
	B.1.4	Yes or No	N/A
	B.1.5	Yes or No	N/A
	B.1.6	Yes or No	N/A
	B.1.6.a	Yes or No	N/A
	B.1.6.b	Yes or No	N/A
	B.1.7	Yes or No	N/A
			N/A

C	GROUND FOR DISCRETIONARY REJECTION		Weighting: N/A
	Question No.	Scoring	Total
	C.1.1	Yes or No	N/A
	C.1.2	Yes or No	N/A
	C.1.3	Yes or No	N/A
	C.2.1	Yes or No	N/A
	C.2.2	Yes or No	N/A
	C.2.3	Yes or No	N/A
	C.2.4	Yes or No	N/A
			N/A

D	ECONOMIC & FINANCIAL STANDING		Weighting: 15%
	Question No.	Scoring	Total
	D.1.1	0 or 3	3
	D.1.2.a	0 or 3	3
	D.1.2.b	Yes or No	N/A
	D.1.3	0 – 3	3
	D.1.4.a	Yes or No	N/A
	D.1.4.b	Yes or No	N/A
	D.1.4.c	Yes or No	N/A
	D.1.4.d	Yes or No	N/A
	D.1.4.e	Yes or No	N/A
	D.1.5	Yes or No	N/A
			9

E	TECHNICAL & PROFESSIONAL ABILITY		Weighting: 20%
	Question No.	Scoring	Total
	Contract 1 E.1.1, E.1.2, E.1.3 and E.1.4	0 – 3	3
	Contract 2 E.1.1, E.1.2, E.1.3 and E.1.4	0 – 3	3
	Contract 3 E.1.1, E.1.2, E.1.3 and E.1.4	0 – 3	3
	E.1.5	0 – 3	3
			12

F	COMPANY DATA & ORGANISATION		Weighting: 25%
	Question No.	Scoring	Total
	F.1.1	0 – 3	3
	F.1.2	0 – 3	3
	F.1.3	N/A	N/A
	F.1.4	0 or 3	3
	F.1.5	0 or 3	3
	F.1.6	Yes or No	N/A
	F.1.7	0 or 3	3
	F.1.8	0 – 3	3
	F.2.1	0 – 3	3
	F.2.2	0 – 3	3
	F.2.3	0 – 3	3
	F.2.4	0 – 3	3
	F.2.5	0 – 3	3
	F.2.6	0 – 3	3
			36

G	MUSEUM PROJECTS & QUALITY MANAGEMENT		Weighting: 40%
	Question No.	Scoring	Total
	G.1.1	0 – 3	3
	G.1.2	0 – 3	3
	G.1.3	0 – 3	3
	G.1.4	0 – 3	3
	G.1.5	0 – 3	3
	G.1.6	0 – 3	3
	G.1.7	0 – 3	3
	G.2.1	0 – 3	3
	G.2.2	0 – 3	3
	G.2.3	0 – 3	3
	G.2.4	0 – 3	3
	G.2.5	0 – 3	3
			36

H	HEALTH & SAFETY		Weighting: 15%
	Question No.	Scoring	Total
	H.1.1	0 – 3	3
	H.1.2	0 – 3	3
	H.1.3	0 – 3	3
	H.1.4	0 – 3	3
	H.1.5	0 – 3	3
			15

I	COMPLETION		Weighting: N/A
	Question No.	Scoring	Total
	I.1.1	N/A	N/A
	I.1.2	N/A	N/A
	I.1.3	N/A	N/A
			N/A

1.5.4 Overall Evaluation of Tender Return

1.5.4.1 Tenderers Response to the questions contained in the questionnaire along with pricing information will be evaluated against the high-level criteria, details of which are indicated below:

HIGH LEVEL EVALUATION CRITERIA FOR SELECTION OF SUPPLIER	
Criterion	Percentage of Marks
Questionnaire / Quality Score	60%
Contractors pricing schedule, preliminary's and day work costs.	40%

1.5.4.2 The Client shall not be bound to award a Contract to the Tenderer submitting a tender with the lowest price or to any Tenderer.

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

1.5.5 Tender Evaluation Process

1.5.5.1 The evaluation process will feature some, if not all, of the following phases:

- **Phase 1 – Compliance Checks**

- a) Receipt and Opening

- ITT Responses will be formally logged upon receipt in accordance with the IWM's procurement procedures. Any ITT Response that is received at the designated point after the deadline may be rejected and not considered for evaluation.

- b) Compliance Check

- The IWM's Project team will then check the completed questionnaires and ensure that section B and C are compliant.

- **Phase 2 – Independent Evaluation of Tender Responses**

- The tenders will be marked using the criteria indicated above for a Quality / Commercial Evaluation

- **Phase 3 – Bidder Presentations / Clarification Meetings**

- **Phase 4 – Client References, Taking up of written customer references**

1.5.6 Award of Agreement

1.5.6.1 The IWM will inform all Tenderers in writing of any intention to award an Agreement.

1.5.6.2 All unsuccessful Tenderers will be provided with an unsuccessful letter in writing notifying them of the outcome of the evaluation exercise. This will include details of:

- a) the score of the Tenderer

- b) the score for the successful Tenderer

1.6 Qualification Questionnaire

Please read this guidance before you fill out the following questions as it tells you how to complete them.

1.6.1 Mandatory & Discretionary Rejection

Parts B, C and D of the return contain questions to which the potential supplier must answer either "Yes" or "No".

If any of the answers to the questions in section B are "Yes", then the tender will be immediately rejected.

If the potential supplier answers "Yes" to any of the questions in section C, further information should be supplied in order for the marking parties to make an informed decision as to whether the response is eligible or not.

In Section D, if the answers to either of question D.1.4.b or D.1.4.c are "No", then the tender will be immediately rejected. If the answers to any of questions D.1.4.a, D.1.4.d or D.1.4.e are "No" or are not to the level required by the Client, then rejection is at the discretion of the marking parties.

1.6.2 Financial & Technical Standing

Parts D and E relate to the potential supplier's financial standing, technical expertise and appropriateness to undertake the work included within the package works. Details of how these elements are marked can be seen in the matrices below.

Our preference is for your current annual turnover to be at least double the approximate package value e.g. a contractor would be expected to show a consistent turnover of at least £1m for a package estimated at £500,000.00. *Package values will not be disclosed at this point, this is purely a guideline on the marking process.* Please note, Parent Company turnover is not considered.

A credit check will also be carried out. Any organisation that receives a rating of "High Risk" on the credit check and the ratio analysis will not progress to the next stage.

In Section E of the questions, you are to provide 3 reference contacts. You should supply details of 3 contracts you are either currently working on or have worked on in the last 3 years. It may be considered necessary to view these works for an inspection on experience, ability and quality of finish, if appropriate.

A. ORGANISATION & CONTACT DETAILS

A.1	Organisation Details	
Full name of organisation tendering (or of the organisation acting as lead contact where a consortium bid is being submitted).		
Registered office address:	Company or charity registration number:	
	VAT registration number:	
	Name of ultimate parent company:	
	Name of immediate parent company:	
Type of organisation:	i) a public limited co.	
	ii) a limited company	
	iii) a limited liability partnership	
	iii) other partnership	
	iv) sole trader	
	v) other (please specify)	

A.2	Contact details for enquiries about this tender	
Name		
Address		
Post Code		
Country		
Phone		
Mobile		
Email		

A.3	Consortia and Sub-Contracting	
A.3.1	Your organisation is bidding to provide the goods and/or services required itself	
A.3.2	If your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide Mechanical, Electrical or Building Services, please provide company information, including certifications of these parties.	
A.3.3	The Potential Supplier is a consortium or Special Purpose Vehicle	

B. GROUNDS FOR MANDATORY REJECTION

Important Notice:

In some circumstances IWM is required by law to exclude you from participating further in a procurement process. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

B.1	Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
B.1.1	Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
B.1.2	Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
B.1.3	The offence of bribery, where the offence relates to active corruption;	
B.1.4	Bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
B.1.5	Fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:	
	a) the offence of cheating the Revenue;	
	b) the offence of conspiracy to defraud;	
	c) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
	d) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
	e) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
	f) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	

	g)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
	h)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
	i)	making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
B.1.6		Money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	
	a)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or	
	b)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	
B.1.7		Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

C. GROUNDS FOR DISCRETIONARY REJECTION

Important Notice:

The Client is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer ‘no’ to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Client in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

The Client is also entitled to exclude you in the event you are guilty of serious misrepresentation in providing any information referred to within regulation 58 of the Public Contracts Regulations 2015 or you fail to provide any such information requested by us.

Please state ‘Yes’ or ‘No’ to each question.

C.1	Is any of the following true of your organisation?	
C.1.1	being an individual is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	
C.1.2	being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	
C.1.3	being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of similar procedures under the law of any other state?	

C.2	Has your organisation:	
C.2.1	been convicted of a criminal offence relating to the conduct of your business or profession;	
C.2.2	committed an act of grave misconduct in the course of your business or profession;	
C.2.3	failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
C.2.4	Failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant state in which you are established?	

D. ECONOMIC AND FINANCIAL STANDING REGULATION 58

Potential Supplier's responses to Form D will be used to undertake an assessment of your organisation's economic and financial standing. You will be contacted by the Client if this assessment identifies that a parent or other type of guarantee is required.

D.1	FINANCIAL INFORMATION	
D.1.1	Please provide one of the following set out below:-	
	a)	<i>A copy of your audited accounts for the most recent 3no. years.</i>
	b)	<i>A statement of your turnover, profit & loss account and cash flow for the most recent 3no. years of trading.</i>
D.1.2	a)	<i>A statement of your cash flow forecast for the next 2no. years, and a bank letter outlining the current cash and credit position.</i>
	b)	<i>Alternative means of demonstrating financial status if trading for less than a year</i>
D.1.3	<i>Details of company tax status, including tax certificate number, expiry date and type.</i>	
D.1.4	<i>Insurance; details of cover held:</i>	
		<i>Insurance</i>
		<i>Level of Cover Held</i>
	a)	<i>Professional Indemnity</i>
	b)	<i>Employers' Liability</i>
	c)	<i>Public Liability</i>
	d)	<i>Product Liability</i>
	e)	<i>Performance Bond Capability</i>
D.1.5	<i>If required, will your bank provide a banker's reference?</i>	

E. TECHNICAL AND PROFESSIONAL ABILITY REGULATION 58

Responses to Form E will be used to undertake an assessment of your organisation's technical and professional ability to provide the goods/services.

Where the Potential Supplier is a Special Purpose Vehicle and not intending to be the main provider of the goods or services, the information requested should be provided in respect of the principal intended provider of the goods or services.

E.1		RELEVANT EXPERIENCE AND CONTRACT EXAMPLES		
		Please provide details of up to three contracts from either, or both of, the public or private sector that are relevant to the Client's requirement. Contracts for the supply of goods or services should have been performed during the past three years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them).		
		Contract 1	Contract 2	Contract 3
E.1.1	Customer Organisation (name):			
E.1.2	Customer contact name, phone number and email			
E.1.3	a) Contract start date			
	b) Contract completion date			
	c) Contract Value			
E.1.4	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.			
E.1.5	If you cannot provide at least one example, please briefly explain why (100 words max)			

F. COMPANY DATA & ORGANISATION

F.1	COMPANY DATA	
F.1.1	What do you consider to be your main disciplines, core skills and areas of expertise?	
F.1.2	How long have you been providing these services?	
Please answer 'Yes' or 'No' to the following questions, and provide details as required.		
F.1.3	Are you a member of any professional associations or organisations?	
	a) If YES please provide details	
F.1.4	Is your Company subject to any current outstanding claims or litigation?	
	a) If YES please provide details	
F.1.5	Has your Company ever had its employment terminated under the terms of the contract?	
	a) If YES please provide details	
F.1.6	Does your policy as an employer adopt and observe the statutory requirements under the following?	
	a) Equalities Act 2010	
	b) Employment Equality (Sexual Orientation) Regulations 2003	
F.1.7	Does your company operate an environmental policy?	
	a) If YES please provide details	
F.1.8	Please could you provide us with your Business Continuity Plan, identifying you're company would react to minimize disruption during unexpected events that could bring business to a standstill.	

F.2	COMPANY PROJECT STRUCTURE & RESOURCES			
F.2.1	Please provide information for number of employees as follows:			
		2013	2014	2015
	Direct			
	Contract			
	Temporary			
	TOTAL			
F.2.2	Please attach a company organisation chart.	Included?	Yes	No
F.2.3	Please provide the CV of the Project Director that will be responsible for the project.			
F.2.4	Please provide the CV of the Project Manager / Contracts Manager that will be the day to day point of contact for the Project team.			
F.2.5	Please provide the CV of the Site Manager that will be the day to day point of contact for the Client.			
F.2.6	Please could you provide us with a statement on the current anticipated workload each of the key members of the proposed team indicated above and state in percentage turns how much of their time will be dedicated to the project during each stage.			

G. MUSEUM PROJECTS & QUALITY MANAGEMENT

G.1	MUSEUMS PROJECT EXPERIENCE & APPROACH	
G.1.1	Please detail your company's approach to managing the works, including how you manage your sub-contractors.	
G.1.2	Please detail your company's approach to and experience of the contractor design portions listed in the tender information	
G.1.3	Please provide us with a project programme including tasks that will be undertaken and completed on site.	
G.1.4	Please provide examples of managing and working in public buildings, listed buildings and working in live environments.	
G.1.5	Please detail your testing, pre-snagging and sign-off procedures, as well as processes for attending to snags and/or defects.	
G.1.6	Please provide an example from your experience of a problem arising during the development, manufacture or installation of a plant room and the steps taken to resolve the problem and the final outcome, as well as any lessons learned as a result.	
G.1.7	Please could you advise us of any Risks to the successful completion of the project that you feel should be highlighted to us at this stage.	

G.2	QUALITY MANAGEMENT APPROACH	
	The contractor is to provide a paragraph describing their quality approach to each question:	
G.2.1	What quality checks do you perform prior to selecting sub-contractors and how do you compare the costs / quality balance from different subcontractors of the same trade?	
G.2.2	During the project start-up process what quality checks and protocols do you perform prior to the issuing of drawings to the design and the client team?	
G.2.3	During the off-site construction period, what quality checks do you perform during in-house production?	
G.2.4	Please describe the quality checks you undertake of your work during the site phase,	

	how regularly these would be carried out and by whom?	
G.2.5	If you are registered under BS5750/ISO 9000 or any other scheme, please provide a copy of your registration certificate and a summary of your Quality Management (QM) procedures.	

H. HEALTH & SAFETY

H.1	HEALTH & SAFETY				
H.1.1	a)	Please provide a current signed and dated copy of your Health & Safety Policy Statement.	Attached?	Yes	No
	b)	Please provide details of your safety organisation and training.	Attached?	Yes	No
	c)	Who is your "Competent Person" as required by the Management of Health & Safety at Work Regulations 1992?			
	d)	Phone Number:			
	e)	Email Address:			
	f)	Please outline the experience & training the person referred to above has.			
H.1.2	Has your company ever had any HSE / Local Authority Enforcement Action (i.e. prosecution or issue of Improvement or Prohibition Notices) taken against you within the last 3no. years?		Attached?	Yes	No
	a)	If YES please provide details			
H.1.3	Please provide details of your reportable accidents / dangerous occurrences for the past 3no. years?				
		2013	2014	2015	TOTAL
	Fatalities				
	Major Injury / 3no. day reportable				
	Near miss / dangerous occurrences				
	Total Reportable Incidents				
H.1.4	Please could you provide us with an example of a site specific Risk Assessment and Method Statement that you have provided on a previous project for the installation of an Air Handling Unit.				
H.1.5	Please outline your method of developing the Health & Safety Plan and Operation & Maintenance Manuals, in accordance with a timely delivery at the Practical Completion date.				

I. COMPLETION

I.1	COMPLETION DECLARATION	
<p>I declare that, to the best of my knowledge, the answers submitted in this tender are correct. I understand that the information will be used in the process to assess my organisation's suitability to be invited to tender for the authority's requirement and I am signing on behalf of my organisation. I understand that the Client may reject this PQQ if there is a failure to answer all relevant questions fully or if I provide false/misleading information.</p>		
	Form Completed By:	
I.1.1	Name:	
I.1.2	Date:	
I.1.3	Signature:	

1.7 Programme

1.8 Pre - Construction Health and Safety Plan

1.9 Client Nominated Contractors

1.9.1 The Principal Contractor should be aware that the Client will require the Principal Contractor to use the following subcontractors for the following works.

1. BMS Works
2. Security Works
3. Fire Alarm Works
4. Leak Detection Works

1.9.2 The contact details of these contractors are as follows:-

1. BMS Works

SYSCOM Building Management Ltd

10 Charter Place,
High Street,
Egham,
Surrey, TW20 9EA.

Tel: 01784-435125
Fax: 01784-471540
Web: www.syscombms.com

2. Security Works

ZE Global (Jim Gemmell)

20-22 Wenlock Road,
London, N1 7GU

Tel: +44 (0) 7590 890595
Web: www.zeglobal.co.uk

3. Fire Alarm Works

Jigsaw Security Solutions Co, Ltd

Suite 4, 81 Old Church Road
Chingford,
London, E4 6ST

Tel : 08456 343 482
Email: info@jigsawsecurity.co.uk

4. Leak detection Works

Andel Ltd

New Mills, Brougham Road,
Marsden,
Huddersfield,
West Yorkshire, HD7 6AZ

Tel: +44 (0) 1484 845 000
Fax: +44 (0) 1484 845 222
Web: <http://www.andel.co.uk/>

- 1.9.3** The Principal Contractor must ensure they have allowed for full co-ordination and interface with these trades.

2.0 Information

2.1 Form of Tender

2.1.1 To be returned by 12 noon on 20th April 2018.

- 2.1.1.1 We have examined JCT Intermediate Works with Contractor Design 2016 and the following documents included in Parts 1, 2, 3 & 4 of the tender.
- 2.1.1.2 We enclose for your approval the enclosed documents as requested, which shall be deemed to form part of our tender.
- 2.1.1.3 We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply.
- 2.1.1.4 We undertake, within 7 days of being so required by the Employer, to submit to the Employer for his approval a schedule of rates to be used to value variations in the Works. Notwithstanding such approval, we undertake to satisfy the Employer that the prices in the schedule of rates as approved are fair, and should reasonably be used to value variations in the Works.
- 2.1.1.5 We agree that, should obvious errors in pricing or errors in arithmetic be discovered in any schedules of rates submitted by us during consideration of this offer, we will be afforded the opportunity of amending it to correct such errors.
- 2.1.1.6 Subject to and in accordance with paragraphs 3 to 5 above and the terms and conditions contained or referred to in the documents listed in paragraphs 1 and 2, we offer to execute the Works referred to in the said documents in consideration of payment by the Employer of the sum shown in our accompanying Tender Price Form, which shall be deemed to form part of our tender, plus reimbursement by the Employer of Value Added Tax in accordance with Condition 27 (VAT).

The lump sum fee for this project, including all preliminaries expenses and disbursements shall be:

£ ex. VAT

2.2 Contract

JCT 2016 Intermediate Contract with Contractor Design Portion

2.3 Principal Contractor Scope of Works

2.3.1 Overview

The project is to refurbish the existing office spaces on Level 4 and create a new humidity controlled secure object store and picture conservation work space. The works comprise, but are not limited to the following:-

Level 4

Demolition of existing fixtures and fittings, ceilings, walls, mechanical and electrical infrastructure. The construction of new walls, floor finishes, doors, wall linings, window refurbishment works, new sections of ceiling, new electrical small power and lighting, new ductwork, fire stopping works and data infrastructure. Decorations to existing walls and floors and the adaptation of the existing heating infrastructure.

Roof plant room

Demolition of all existing mechanical plant, ductwork, grills and mechanical infrastructure. The construction of two new mechanical systems including the installation of new ductwork, forming new openings for new grills in an existing brick wall, forming new openings in an existing brick wall for ductwork to pass through existing wall to adjacent room, installation of one new Air Handling Unit, amendments to electrical infrastructure, fire stopping works, installation of a new BMS panel and amendments to the existing Chilled Water and LTHW infrastructure via new pipe work on the roof.

2.3.2 General

The tenderer must read the drawings, specifications and schedules to develop their response, as outlined in the pricing schedule.

2.3.3 Preliminaries

The preliminaries documents outline, but are not limited to, all site requirements. All tenderers should provide a cost against the preliminaries and include additional information and costs.

2.3.4 Scope of Work Breakdown

2.3.4.1 Demolition Works

The Contractor is required to remove and dispose of from site all existing office and storage furniture, existing carpet and vinyl flooring, all boarded up low level grilles, skylights and windows, doors, frames and linings, existing wall structures to underside of ceiling, all MDF service boxing's, stud and brick walls, enlarging existing opening in the roof slab, suspended corridor ceiling and form all required new openings in walls to accommodate new ductwork and mechanical infrastructure etc. and remove existing window blinds for reinstatement at completion. During these works, the Contractor will be required to protect existing floor and wall surfaces from damage and provide, design, install and remove all associated temporary works to facilitate the Works.

2.3.4.2 Building Works

The Contractor is to supply and install all aspects listed in the pricing document, these are to include, but are not limited to, all BWIC with providing the mechanical installation routes, making good all works disturbed, all Fire stopping, provide and install new sections of softwood skirting, all core drilling to

accommodate drainage runs, make good all walls and ceilings, infill grills, construct new walls/headers to accommodate new doors and openings for new ductwork, insulation to walls, infill redundant door and ductwork openings in stud and brick walls, install secondary insulated wall lining systems, new service boxings, infill exposed skylights, supply and install new fire rated double doors, refurb of existing doors, clean and reinstate window blinds, apply solar gain film to windows, overhaul 3 crittal windows, infill 2 crittal windows, install lift out secondary glazing unit into window reveal, install new vinyl flooring with new latex levelling screed, all temporary works for the floor install, install new blinds, install new cupboards, splashbacks and work surfaces and prepare and decorate all walls, ceilings, joinery incl. doors, frames, architraves, skirting's, window sills etc.

2.3.4.3 **Mechanical Works**

The Contractor will be required to remove all aspects of mechanical infrastructure within the level 5 roof plant room including but not limited to ductwork, air handling unit, BMS panel and humidification equipment. The contractor will be required to remove all existing supply and return air ductwork within the level 4 site boundaries. The Contractor will be required to supply, install and commission all aspects of a tempered air fan coil system and a climate controlled air handling unit system which will ensure environmental parameters for temperature and humidity will be 16 25 deg C (DB), 40 60% RH with a maximum tolerable cumulative change of 2degC (DB) and 10%RH in 1hour. This will include the installation of all plant, pipework, associated fittings, ductwork and associated fittings, fire dampers, fan coil units and air handling unit.

The Contractor will be required to recommissioning and rebalancing of existing chilled water and LTHW systems to ensure systems outside of the project are not adversely affected.

2.3.4.4 **Sink & Drainage Works**

The Contractor will be required to remove redundant existing water pipework and remove some existing water infrastructure from room 4-13 to room 4-17. The Contractor will be required to supply, install and commission new cold water infrastructure, 2no. laboratory sinks including taps water heaters , associated fittings and waste connections to existing infrastructure on Level 4 and through to Level 0.

2.3.4.5 **Electrical and Lighting Works**

The Contractor will be required to remove all existing electrical infrastructure in the site boundary's including the removal of cabling, associated socket outlets, light fittings and all associated containment back to the existing distribution board. The Contractor is to supply, install and commission all new small power and new Daylight - 4000K LED lighting, some with a dimming facility.

2.3.4.6 **Data Works**

The Contractor will be required to remove all the existing data infrastructure in the site boundary's, including the removal of all cabling, phone infrastructure and associated terminated sockets. The contractor will be required to carefully relocate the existing switch and switch cabinet and supply, install and commission all new data outlets. The Contractor is to supply, install and commission a new fibre link to the level 2 switch cabinet and install new data infrastructure to the level 5 roof plant room.

2.3.4.7 **Heating Works**

The Contractor will be required to drain the heating infrastructure locally, remove and dispose of offsite all existing pipework carefully remove all 5no. existing radiators and set aside for re use. The Contractor will be required to supply, install and commission all pipework, associated fittings, 2no. new radiators and the 5 existing radiators.

2.3.4.8 **Fire Stopping**

The Contractor will be required to fire stop all new and existing penetrations through walls and floors including but not limited to around the new mechanical, electrical and data installation and to redundant openings exposed during the works to a 1 hour fire rating. The Contractor is required to provide certificates for all fire stopping works carries out throughout the project site period.

2.3.5 Contractor Design Portion

There are elements of works which contain Contractor's Design. These are detailed in the tender specification and should be referred to throughout by the tenderer.

They are:

1. Temporary works
2. Electrical small power design.
3. Specifications of light fittings and lighting design.
4. Connections to existing LTHW, Chilled Water, Cold Water and Waste Pipework infrastructure.
5. Mechanical equipment specifications
6. BMS installation Works
7. Fire Life Safety Works
8. Data installation Works
9. Structural supports for Fire Dampers

The successful tenderer will be responsible for the development of these areas and ensure all the tender information supplied is incorporated into the final design.

2.4 Schedule of Preliminaries

2.4.1 Contents

- Preamble
- 1. Names of Parties to the Project
- 2. Description of the Project
- 3. Arrangement to Visit the Site / Location of the Site
- 4. Form of Contract
- 5. Income Tax
- 6. Value Added Tax
- 7. Pricing
- 8. Responsible Person
- 9. Removal of Personnel from the Project
- 10. Site Location & Layout
- 11. Access to the Site
- 12. Delivery of Materials, Plant and Equipment
- 13. Security
- 14. Site Opening
- 15. Site Progress Meetings
- 16. Vertical Distribution of Materials and Personnel
- 17. Removal of Debris Arising
- 18. Storage of Materials
- 19. Not Used
- 20. Confidentiality
- 21. Existing Services
- 22. Construction Phase Health and Safety Plan
- 23. Adjoining and Adjacent Buildings
- 24. Maintenance of Existing Buildings, etc.
- 25. Temporary Welfare Accommodation and Toilets
- 26. Insurance against Injury to Persons and Property
- 27. Insurance of the Works
- 28. Inspections
- 29. Materials, Workmanship, Testing
- 30. Interference, Noise, Disturbance
- 31. Prevention of Nuisance
- 32. Health and Welfare
- 33. Temporary Water Supply
- 34. Temporary Lighting, Electricity and Telephones
- 35. Protection
- 36. Cleaning and Site Clearance
- 37. Labour Returns
- 38. Industrial Relations
- 39. Safety
- 40. Hot Work Permits
- 41. Permits to Work
- 42. Setting Out
- 43. Use of Laser Equipment
- 44. Programme and Progress
- 45. Drawings Submitted for Comment
- 46. Drawings
- 47. Drawings Submittals
- 48. Working or Installation and Fabrication Drawings
- 49. Builders Work Information
- 50. Co-ordination
- 51. Co-ordination on Site
- 52. Alternative Manufacturer's Equipment and Materials
- 53. Not Used

Contents (Continued)

- 54. Product, Equipment and Plant Performance Guarantees
- 55. Packaging and Protection
- 56. Final Inspection, Commissioning and Testing
- 57. System Demonstration
- 58. Training
- 59. Supply of Information
- 60. Temporary Works
- 61. Taking Dimensions for Drawings
- 62. Discrepancies between Drawings
- 63. Quality Assurance and Quality Control
- 64. Not Used
- 65. Alteration/Refurbishment Terminology
- 66. Statutory Requirements
- 67. Products and Work Generally
- 68. Snagging
- 69. Incomplete/Unacceptable Works
- 70. Work at and after Practical Completion
- 71. Defects during Defects Liability Period
- 72. Operations & Maintenance Manuals
- 73. Services Available to the Principal Contractor
- 74. Not Used
- 75. Good Behaviour
- 76. Requests for Information and Change Request Procedure
- 77. Measurement of Variations, Certificates etc.
- 78. Contractor's General Cost Items Allowances.
- 79. Health & Safety Plan
- 80. Health & Safety File Requirements

Preliminaries

Preamble

The Works are the Principal Contractor contract works for the refurbishment of an existing part of the Museum on level 4 at Imperial War Museum (IWM).

Throughout this document reference to the “Client” will mean the Trustees of The Imperial War Museum.

Throughout this document reference to the “Designer” will mean Neville Bruton Design Limited

Throughout this document reference to the “Project Manager” will mean Fraser Randall.

1. Names of Parties to the Project

Client: Trustees of the Imperial War Museum
Lambeth Road, London, SE1 6HZ

Lead Designer: Neville Bruton Design Limited
47 Heneage Street, London. E1 5LJ.

Mechanical Designer:- Steensen Varming
12-13 Poland Street, London. W1F 8QB.

Project Manager: Fraser Randall
The Ship, 228 Long Lane, London, SE1 4QB

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

2. Description of the Project

The project intends to refurbish and update the level 4 area within the Museum creating new uses for existing spaces within the building.

These will include a new flexible photographic and storage area in room 4-11.

A new acclimatised Object store and picture framing workshop in rooms 4-15 and 4-17 and 4-19 respectively. Both spaces are required to have the environmental parameters for temperature and humidity which are 16 25 deg C (DB), 40 60% RH with a maximum tolerable cumulative change of 2degC (DB) and 10%RH in 1hour.

The project will create a dirty workshop space (room 4-20 and 4-21) and exhibition storage spaces in rooms 4-12, 4-14, 4-16 and 4-18.

The project works are to complete these spaces to a basic Shell and Core so that internal Museum departments can complete the final fit-out phase.

3. Arrangement to Visit the Site

There will be an opportunity for a **maximum of two people per tenderer** to visit Imperial War Museum and be shown the extent of the Works. Site visits will be held during the mornings of the 3rd and 4th April 2018. If you wish to take advantage of this opportunity, please advise Richard Ainsworth (richard@fraserandall.co.uk, 020 7403 6403) as soon as possible to make arrangements. Attendance is strongly advised.

4. Form of Contract

The Form of Contract will be in the JCT Intermediate Works with Contractor Design 2016. A copy of the contract conditions can be found within the Contract section of this tender and the Principal Contractor should familiarise themselves with the full contract as required.

5. Income Tax

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

6. Value Added Tax

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

7. Pricing

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

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

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

The Principal Contractor will be required to provide all tools and tackle for carrying out the Contract Works excepting only such items as are specifically described in the Tender Documentation as being provided by the Project Manager. No tools/equipment/ladders/access equipment etc. will be provided by the Client. Any aerial access equipment required must be supplied by the Principal Contractor for the duration of the works on site.

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

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

8. Responsible Person

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

This aforementioned person shall have full authority to take instructions from the Project Manager and do everything necessary for the proper execution of the Contract Works. This person shall not be changed or replaced without the prior written approval of the Project Manager. Notwithstanding this the Principal Contractor shall provide all necessary managerial and technical support and

supervision during the currency of the Contract Works to ensure completion in accordance with the Project Manager's programme, including attendance at Site meetings as required. The Principal Contractor shall be represented at Site meetings by a Director if requested by the Project Manager.

9. Removal of Personnel from the Project

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

10. Site Location & Layout

The Principal Contractor is referred to Pre-Construction Health and Safety Plan, section 1.8 of this document, for the location plan, access route and site set-up methodology.

11. Access to the Site

Access to the site shall be via the rear yard located at the southern end of the building. The Principal Contractor shall comply with all restrictions in connection with parking, unloading etc., imposed by the London Borough of Southwark, in addition to the Police Local Highway Authority and Geraldine Mary Harmsworth Park etc., during the currency of the Contract Works.

All the Principal Contractor's operative personnel attending site must be cleared by the Clients security vetting protocol. This is detailed in the Pre-Construction Health and Safety Plan, section 1.8 of this document, in order to be able to carry out work on the site.

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

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

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

The Principal Contractor shall confine operations to the area of the Site, or such other areas as the Project Manager may specifically direct. Any works to be undertaken outside the area of the Site shall be undertaken only on an agreement from the Client and the approval of the Clients internal Permit to Work protocol.

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

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

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

12. Delivery of Materials, Plant, Equipment

All deliveries are to be made to the building at a time agreed with the Client and Project Manager, 48 hours' notice shall be given by the Principal Contractor to the Project Manager of any deliveries.

Un-notified deliveries may be refused access and turned away from the Site at the discretion of the Client and/or the Project Manager. If such access has been refused the Principal Contractor will bear all costs in connection with the failed delivery.

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

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

Roads, loading bays and stairs shall be left clean and clear to allow access for emergency vehicles and for the ingress/egress from the building at all times.

Deliveries to the Site shall be made in accordance with the time restrictions as indicated in the Pre-Construction Health and Safety Plan, section 1.8 of this document.

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

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

13. Security

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

The Client will require all site personnel to complete a disclosure Scotland form prior to being issued with an entrance pass. The form can be filled out on line and costs £25.00 per person, below is a link to the website.

<https://www.mygov.scot/basic-disclosure/apply-for-basic-disclosure/>

The application form takes approximately 2 weeks to be processed and when completed a certificate will be issued. All site personnel will then be required to get their security passes via the Museum's Security Department.

When operatives have received a pass they will be required to swipe in and out of the building using the existing security readers.

The readers are not solely for security but they are also a vital part of the Clients emergency evacuation procedures.

The Principal Contractor will be responsible for securing the site works area at the end of each working day.

The Principal Contractor will be required to erect solid timber hoarding including a lockable door to each existing entrance to the site works area.

At the end of each working day, the Principal Contractor is to ensure that all exits to the site works area are secured and locked.

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

14. Site Opening

The site will be open from 07.00 to 17.00 Monday to Friday. The Principal Contractor shall allow for completing all of their Site operations during these hours, within the stated programme period and the constraints imposed by the Client, Project Manager, Police, the Local Authority, etc.

Roof removals daily between 07.00 – 09.00
Site opening times daily between 08.00 to 17.00.

Should the Principal Contractor require the Site, or any part thereof, to be opened outside these hours, for any reason, they shall reimburse the Client for any costs incurred by the Project Manager, the Client and/or their Security Staff.

15. Site Progress Meetings

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

Similarly, the Principal Contractor's Site Foreman shall attend daily morning co-ordination meetings with the Client's Representative.

16. Vertical Distribution of Materials and Personnel

All vertical distribution required will be via the rear south east stair core, which is located in the rear yard. This is detailed in the site layout in The Pre-Construction Health and Safety Plan, section 1.8 of this document.

17. Removal of Debris Arising

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

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

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

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

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

18. Storage of Materials

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

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

No flammable materials are to be stored on the Site.

19. Not Used

20. Confidentiality

All tenderers will be required to sign and submit a confidentiality agreement as part of their tender, failure to do so will result in non-acceptance of their tender submission.

The Principal Contractor will be required to ensure that all 'major' sub-contractors and/or designers appointed by them must also sign the confidentiality agreement before commencing work on site and copies of such must be provided to the Project Manager.

Whether or not a confidentiality agreement is in place all firms and individuals involved with the Construction Project are required to:-

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

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

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

21. Existing Services

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

The approximate positions of existing services around the Site are indicated on drawings.

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

22. Construction Phase Health and Safety Plan

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

23. Adjoining and Adjacent Buildings

The Principal Contractor's attention is drawn to the fact that the floor below is the **Museum's Art Store** which will be populated during the works. The Principal Contractor is required to advise the

Client a day in advance of noisy and demolition works that could cause disruption to this floor prior to the works commencing. There are residential properties in close proximity to the Site.

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

24. Maintenance of Existing Buildings etc

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

25. Temporary Welfare Accommodation and Toilets

The Principal Contractor has been allocated an area for use as an office/storage area within the confines of the Site as detailed in the Pre-Construction Health and Safety Plan, section 1.8 of this document. The Principal Contractor will be required to supply, remove and maintain toilet facilities as detailed in the Pre-Construction Health and Safety Plan, section 1.8 of this document, for the duration of the Works.

26. Insurance against Injury to Persons and Property

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

27. Insurance of the Works

The Client is responsible for placing and maintaining the Contract Works insurance as defined in the Contract Data Section (Part Two, Section Two). In the event of the Principal Contractor making a claim under this policy the Principal Contractor should note that they will be responsible for the policy excess for each and every claim that they make. The excess on the Client's Insurance is set down in the Contract which can be viewed in Section 2.2 of the tender information.

28. Inspections

Whenever work identified by the Lead Designer, other Design Consultants and/or the Project Manager requiring inspection or testing is subsequently to be concealed, seven days' notice shall be given to the Lead Designer, other Design Consultants and Project Manager so that inspection made be undertaken or tests witnessed before concealment.

Failure to give due notice may necessitate the Principal Contractor uncovering the work and reinstating it at his own expense. Draft Record Drawings of any services to be concealed shall be issued by the Principal Contractor to the Project Manager at the time notice is given.

29. Materials, Workmanship, Testing

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

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

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

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

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

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

30. Interference, Noise, Disturbance

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

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

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

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

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

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

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

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

The use of explosives will not be permitted.

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

31. Prevention of Nuisance

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

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

32. Health and Welfare

The Principal Contractor shall be responsible for the provision of first aid cover and equipment between the hours of 07.00 and 17.00 Monday to Friday for both their own staff and others working on the site.

33. Water Supply

A water supply, as described in the Pre-Construction Health and Safety Plan, section 1.8 of this document, will be provided on the Site by the Client. The Client and the Project Manager will accept no responsibility whatsoever should this water supply be unavailable at any time for any reason. The Principal Contractor must ensure that the use of all utilities is managed appropriately and not in excess.

34. Temporary Lighting, Electricity and Telephones

Power will be provided free of charge for the site for the use of the Principal Contractor for the duration of the works.

The Principal Contractor shall provide their own portable 110v transformers and trailing leads.

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

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

If the Principal Contractor requires telephone and/or fax facilities on Site then they shall make their own arrangements.

The Principal Contractor should note that if they require two way radios for use on site then these will be required to be sourced, at their own expense.

35. Protection

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

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

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

All protection shall be of an approved fire-retardant material.

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

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

36. Cleaning and Site Clearance

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

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

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

37. Labour Returns

The Principal Contractor will be required to complete daily labour returns by 10.00am on each working day and submit same to the Project Manager on a daily basis.

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

38. Industrial Relations

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

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

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

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

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

- i. Where the Project Manager's facilities are required for the purpose of a meeting, reasonable notice must be given to the Project Manager's Site Supervisor in order that appropriate arrangements can be made to minimise any inconvenience to others working on Site.
- ii. Facilities must be afforded to Site Stewards by their own employer in accordance with the appropriate industrial/domestic agreement.
- iii. The duties of a Site Steward shall be confined solely to employees and management of the Principal Contractor by whom they are employed.

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

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

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

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

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

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

39. Safety

The Principal Contractor is required to fully understand the Pre Construction Health and Safety Plan included in the tender information. The Principal Contractor is required to allow for all aspects of this plan.

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

The Principal Contractor is required to undertake site inductions for all operatives and site visitors prior to them working or visiting the site.

The Principal Contractor is advised that the wearing of safety helmets will be a requirement for all personnel during their time on Site. To accord with this the Principal Contractor shall ensure that all of their operatives are issued with and wear a safety helmet to BS EN 397:2012+A1:2012 "Industrial Safety Helmets" at all times.

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

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

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

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

The Principal Contractor shall provide all necessary safety scaffolding and other safety measures to protect their own and other personnel during the course of their operations. The Principal Contractor will be required to immediately stop work and comply with the Project Manager's instructions regarding any deficiencies in this respect.

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

The Principal Contractor shall take all the necessary precautions to ensure the safety of Site personnel, the Client's personnel, the Project Manager's personnel, consultants and the general public in proximity to the Contract Works and the Site and provide for the safety, health and welfare

of work people employed on the Site to comply with the requirements of any other relevant statute, regulation or industrial agreement.

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

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

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

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

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

Smoking will not be permitted anywhere on Site.

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

The Principal Contractor will ensure that either the Site Manager or a number of site operatives will be asbestos aware trained.

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

40. Hot Work Permits

Hot Works Permits will be issued by IWM on a daily basis, as required. These will include details of extinguishers, personnel, how long fire watch is to be maintained after hot works, how long before closure of the Site these should be completed and any other rules and restrictions.

The Principal Contractor will, however, be expected to utilise any method other than hot works if deemed practical and economical by the Project Manager.

41. Permits to Work

Safe Work Permits will be issued by IWM for work in such areas as plant rooms, electrical riser cupboards etc. The Client's protocol is outlined in the Pre-Construction Health and Safety Plan included in the tender information.

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

42. Setting Out

The Principal Contractor is responsible for all setting out.

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

43. Use of Laser Equipment

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

The following safety precautions shall be observed in addition to the general duties required by the Health and Safety at Work etc. Act 1974 and the recommendations of BS EN 60825-1:2014

- i. At least one warning notice shall be displayed at each laser location.
- ii. The laser shall be turned off or shuttered when not in use or when unattended.
- iii. The laser shall be set well above or below the heads of Site personnel when possible.
- iv. Employees should never stare directly into the laser beam or point the laser at another person.
- v. All laser equipment must bear a label indicating the maximum beam output, which must not exceed 5 milliwatts.
- vi. Only qualified employees shall be assigned to install, adjust and operate the laser equipment. Proof of Qualification is required.
- vii. The maximum period of exposure (MPE) to laser light should be determined and monitored in accordance with BS EN 60825-1:2014.

44. Programme and Progress

The Contract Works will be executed in conformity with the Project Manager's programme.

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

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

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

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

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

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

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

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

The Principal Contractor will be required to obtain all necessary Site sizes and other particulars, supply any necessary templates and to agree such details with the Project Manager.

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

45. Drawings Submitted for Comment

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

Category 'A'

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

Category 'B'

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

Category 'C'

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

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

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

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

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

46. Drawings

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

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

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

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

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

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

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

47. Drawing Submittals

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

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

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

48. Working or Installation and Fabrication Drawings

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

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

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

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

49. Builder's Work Information

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

50. Co-ordination

All aspects of the installation shall be subjected to detailed co-ordination by the Principal Contractor to avoid any possible clash or conflict with any other works.

The Principal Contractor shall undertake all such co-ordination in relation to their works at no extra cost and no claim will be allowed due to conflict of works or installations.

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

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

51. Co-ordination on Site

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

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

52. Alternative Manufacturers' Equipment and Materials

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

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

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

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

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

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

53. Not Used

54. Product, Equipment and/or Plant Performance Guarantees

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

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

55. Packaging and Protection

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

56. Final Inspection, Commissioning and Testing

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

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

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

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

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

57. System Demonstration

Subsequent to the completion of all commissioning and testing to the satisfaction of the Lead Designer and/or Structural and/or Services Engineer and the Project Manager, the Principal Contractor, when directed by the Project Manager, shall demonstrate that the overall systems function correctly in accordance with the requirements of the Specification. A period of at least seven days full running and operation shall be considered reasonable for this demonstration. During this period the Principal Contractor shall be responsible for the operation and maintenance of the plant and equipment, and may, if appropriate, use this time to instruct the Client's staff in the operation and maintenance of the systems. The handover procedures for closing a permit to work can be viewed in the Pre-Construction Health and Safety Plan, section 1.8 of this document,

58. Training

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

59. Supply of Information

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

60. Temporary Works

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

The Principal Contractor is responsible for the design, detailing and implementation of all propping, strutting or other temporary works required by the construction and safe execution and stability of the Contract Works during construction.

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

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

61. Taking Dimensions for Drawings

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

62. Discrepancies between Drawings

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

63. Quality Assurance and Quality Control

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

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

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

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

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

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

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

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

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

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

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

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

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

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

64. Not Used

65. Alterations / Refurbishment Terminology

REMOVE means disconnect, dismantle as necessary and take out the stated elements, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials.

KEEP FOR REUSE means:

- During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.
- Stack neatly, adequately protect and store until instructed by the Project Manager or for use in the Works as instructed.

REPLACE means:

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

REPAIR means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure or re-fix as necessary and leave in a sound and neat condition.

MAKE GOOD means carry out remedial work to components, features and finishes which have been disturbed by other previous work under this Contract and leave in a sound neat condition. It does not include:

- Replacement of components or parts of components.
- Redecoration.

The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.

TO MATCH EXISTING means products, materials and methods to match closely, all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible.

66. Statutory Requirements

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

67. Products and Work Generally

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

Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. The Principal Contractor must produce written evidence of sources of supply when requested by the Project Manager.

Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.

Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.

If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

Handle, store, prepare and use or fix each product in accordance with the manufacturer's current printed or written instructions/recommendations. Inform the Project Manager if these conflict with any other specified requirements. Submit copies to him when requested.

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

Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time.

Where such change has occurred inform the Project Manager and do not place orders for or use the affected products without further instructions.

Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:-

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- Replacement parts should be readily available and not limited edition or end of the line components
- All accessories and fixings which should be supplied with products that have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products, which have a limited shelf life, are not out of date.
- Prevent over-stressing and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurements, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored components.
- Prevent excessively high or low temperatures and rapid changes of temperature in the product.
- Protect adequately from rain, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Keep different types and grades of products separately and adequately identified.

- So far as possible keep products in their original wrappings, packings or containers until immediately before they are used.
- Wherever possible retain wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to products/materials.

British Standards and Codes of Practice referred to in the specification, or that are otherwise applicable, are to the full versions and amendments, or any subsequent amendments specifically referred to in the Contract documents.

68. Snagging

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

69. Incomplete/Unacceptable Works

The Principal Contractor shall note that, upon completion of the works the space will be occupied by Museum Staff. Any incomplete or unacceptable works to be undertaken after the completion and handover of the Contract Works will need to be undertaken during out-of-hours periods, including any works identified during and at the end of the period of defects inspection.

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

70. Work at and after Practical Completion

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

- Make good all damage consequent upon the work.
- Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the works thoroughly inside and out, including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
- Obtain dated COSHH data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Touch up minor faults in newly painted / repainted work carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

71. Defects during Defects Liability Period

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

- a. Emergency repairs: Work to be carried out within 6 hours.
- b. Very urgent repairs: Work to be carried out within 24 hours.
- c. Urgent repairs: Work to be carried out within 3 days.
- d. Normal repairs: Work to be carried out within 7 days.

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

72. Operations & Maintenance Manuals

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

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

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

1. Contents & Introduction

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

2. Scope of Works

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

3. Suppliers' Products & Contact

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

- A fully detailed schedule of all products used, including the composition of products (e.g. alloys) and properties (e.g. toughened, heat-resisting).
- Manufacturers' Technical Literature for all products incorporated into the work.
- Confirmation that Excluded Materials, as listed in the Appendix of the Contract Conditions, have not been used.

- A list of names, addresses, email addresses and telephone & fax numbers for parties from whom replacement products can be obtained, if this information is not included in the above.
- 4. Cleaning & Maintenance**
Recommendations for routine maintenance and cleaning (including frequency and suitable cleaning agents) and any lubrication or adjustments required for moving parts.

The Contractor must include comprehensive and clear annotation to support descriptions and instructions, and is responsible for identifying the best format for this information, i.e. sketch, photograph, diagram.
- 5. Access for Cleaning & Maintenance**
A statement describing, in detail, the means of access to all parts of the works including safe loads.
- 6. Replacement**
A statement detailing the procedures for replacement of damaged or defective products, as well as those products which have a predicted service life.
- 7. Drawing & Schedule Information.**
Copies of the Contractor's registers for full drawing sets and schedules, in addition and in reference to included drawings and schedules.
- 8. Ironmongery Schedule**
A complete schedule of all installed ironmongery items, where appropriate.
- 9. Test Certificates & Guarantees**
Original copies of test certificates and reports required by the specification, including any relevant Agreement Certificates. Original copies of the terms and conditions for any guarantees.
- 10. Building Regulations & Other Statutory Approvals**
Include all relevant correspondence confirming approval of Building Regulations and other Statutory Authorities.
- 11. Spares**
A schedule of agreed spares provided as part of the Contract.
- 12. As Built Drawings / Handover Documents**
As-Built Drawings must include, but not necessarily be limited to, the following:
 - Sections and elevations of an appropriate scale
 - Typical details sufficient to describe the construction with particular regard to fixing.

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

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

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

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

The Principal Contractor must ensure that the operation and maintenance manual takes into account all requirements and/or recommendations of the documents referenced below, particularly with regards to information required for reasons of Health & Safety:

- BS EN 82079-1:2012: Preparation of Instructions for Use.
- BS EN 60359:2002, IEC 60359:2001: Electrical & Electronic Measurement Equipment; Expression of Performance.
- BS 4940:1994 Parts 1 & 2: Technical information on construction products and services.
- BS 8210:2012: Facilities maintenance management.
- BSRIA BG 1/2007: Handover O&M Manuals and Project Feedback.
- All timber products to be FSC-compliant.

73. Services available to the Principal Contractor

The following Services will be provided on site, free of charge, for the use of the Principal Contractor for the duration of the project:-

1. A water supply point.
2. An electricity supply for construction purposes.

74. Not Used

75. Good Behaviour

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

There shall be no food consumed on site, no personal music equipment and operatives'. There shall be no inappropriate behaviour towards any of the staff of the museum, nor shall "glamour" calendars be allowed on site.

76. Requests for Information and Change Request Procedure

The Project Manager will operate a Request for Information (RFI) procedure. All information requirements of the Principal Contractor shall be identified as a standard form and signed and dated, before being submitted to the Project Manager. This will be registered and forwarded to the appropriate designer. Where time is of the essence in the response, this shall be indicated on the RFI by the Principal Contractor. All RFIs should be issued in a manner that allows time for a response, with due regard to the programme.

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

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

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

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

77. Measurement of Variations, Certificates etc.

Further to the provisions of Contract:

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

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

Dayworks Vouchers: Give reasonable notice to the Project Manager of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered, each voucher must be:

- Referenced to the instruction under which the work is authorised, and
- Signed by the person in charge as evidence that the operatives names, the time spent by each, the plant and materials shown are correct.

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

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

Give reasonable notice to the Project Manager of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered, each voucher must be referenced to the instruction under which the work is authorised, and signed by the person in charge as evidence that the operatives names, the time spent by each, the plant and materials shown are correct.

78. Contractor's General Cost Items Allowances

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

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

79. Health & Safety Plan

The Principal Contractor is required to produce a Construction Phase health and Safety Plan which will need to be issued prior to any works commencing on site.

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

80. Health & Safety File Requirements

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

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

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

2.5 Payment Terms & Valuation Procedure

2.5.1 Payment Procedure

2.5.1.1 Introduction

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

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

2.5.1.2 How to submit an application for payment

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

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

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

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

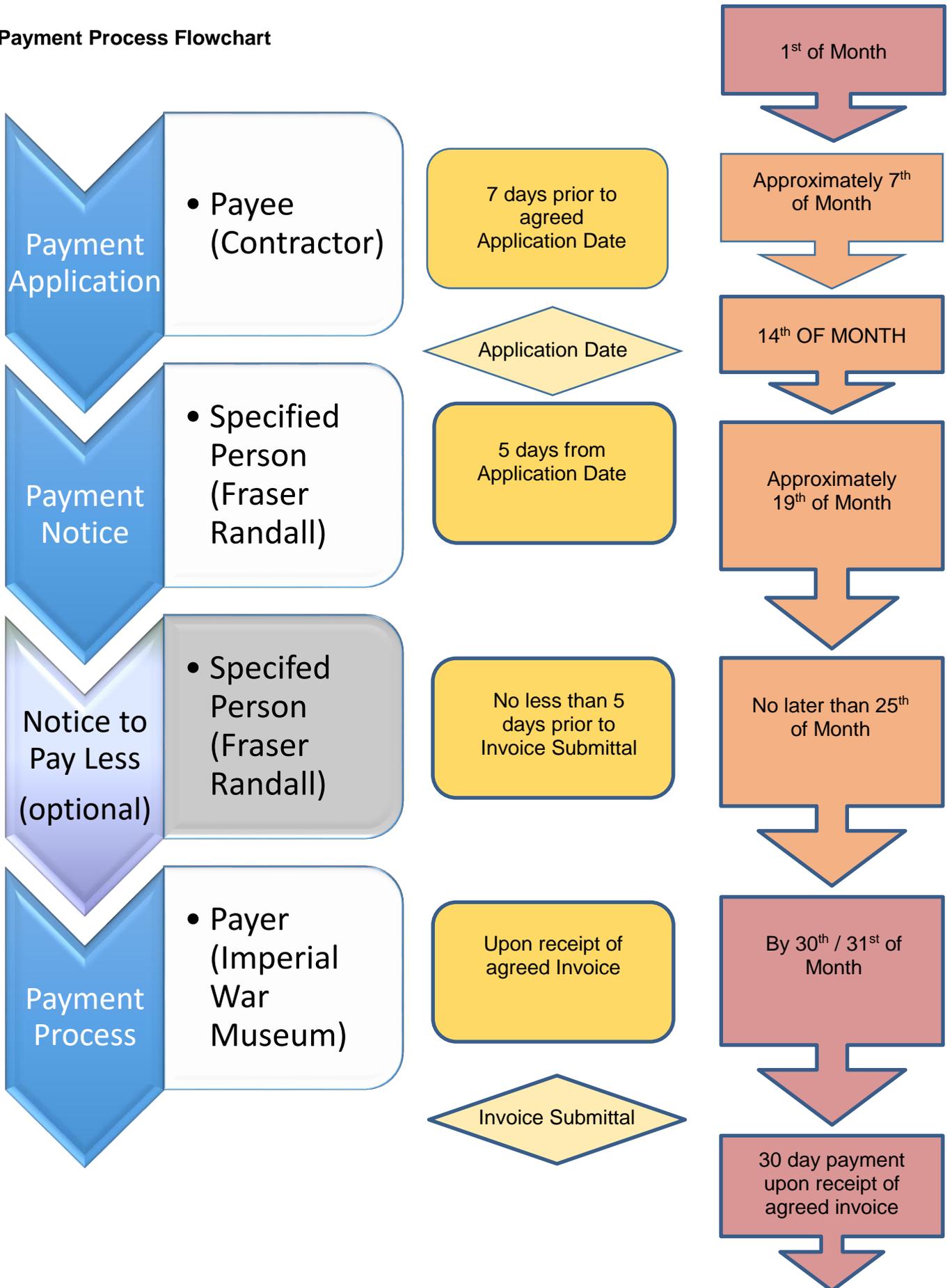
The flowchart on the following pages indicate this process

The Payee should be aware that if they are claiming for any materials or items that have been built or procured for the project and not yet delivered to Site, in order to include them in the monthly application for payment, the Payee must include a vesting certificate (please see appendix 3 for template). This must be backed up with physical proof including photographs showing the vested

item which should be clearly labelled as the property of the Client. The Payee may also be required to make arrangements for The Project Manager, the Designer, or any other party to view the materials in situ.

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

Payment Process Flowchart



Application for Payment Documents

Name
Payee Name
Address
Address
Postcode

Date

Dear Name,

RE: IWM

Application for payment 1

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

Please send invoice in hard copy with a copy of the Application for payment Approval to:

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

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

All payment queries are to be directed to: **The IWM**

Yours sincerely

Richard Ainsworth
Project Manager

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

Copy XXXXXXXX
XXXXXXXXXX

2.6 Vesting Certificate

VESTING CERTIFICATE IF APPLICABLE

Certificate of Indemnity for Fabricated Works Stored Off Site

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

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

We also declare:-

- a) That the goods and materials (a priced inventory of which is attached hereto) are specifically for use in (hereinafter referred to as "The Contract Works") at (hereinafter referred to as "The Site").
- b) That we hold absolute title to the goods and materials or the contract for the supply of the same expressly provides that that property therein passes unconditionally to us.
- c) That nothing remains to be done to the goods and materials to complete the same up to the point of their incorporation in the Works.
- d) That such goods and materials have been and are set apart at the above mentioned address and have been clearly and visibly marked by means of an indelible marker so as to identify:-
 - (i) where they are stored on the premises, that they are the property of and the person to whose order they are held; and
 - (ii) their destination as being the Works.
- e) The goods and materials have been manufactured in strict accordance with the Contract between the Payee and Imperial War Museum, dated
- f) That we will not except for use upon the Works remove or cause or permit the same to be removed from the premises where they are.
- g) We shall remain responsible for any loss or damage and for the cost of storage, handling and taking out and maintaining insurance, at no additional cost, of the said goods and materials for their full value under a policy of insurance protecting the interests of the Client in respect of any loss or damage whatsoever howsoever caused (save only as indicated in the Contract) of

or to the said goods and materials whilst they are in store, in our possession or in transit to the Site during the period commencing with the transfer of the property in the goods and materials to The Client until they are delivered to or adjacent to the Works.

h) We shall permit The Project Manager and Designers or their representatives to inspect the said goods and materials both prior to payment and as frequently as The Project Manager shall consider necessary subsequent to payment in order that they may satisfy themselves that the provisions of the above paragraphs (a) – (g) inclusive and the provisions of the Contract have been and continue to be complied with.

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

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

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

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

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

SIGNED:.....

POSITION HELD:.....

FOR AND ON BEHALF OF:.....

DATE:.....

3.0 Pricing Document

4.0 Appendices

Appendix 1

Existing Drawing Register

Appendix 2

Asbestos Survey Report

Available on request

Imperial War Museums London
Transforming Imperial War Museums London.
Level 4 - Refurbishment Project
Principal Contractor Contract IWM/TIWM/1889



Appendix 3

Building Works Drawings

Appendix 4

Mechanical Drawings

Appendix 5

Specifications

Appendix 6

IWM Confidentiality Agreement



Confidentiality Agreement

Contract No	IWM/TIWM/1889
Contract Title:	Transforming Imperial War Museum London: Level 4 Refurbishment Project: Principal Contractor

- 1 In consideration of IWM supplying information relating to the **Transforming Imperial War Museum London: Level 4 Refurbishment Project: Principal Contractor** (“**the Confidential Information**”) solely for the purpose of enabling us to develop a Contract (“**the Permitted Use**”), we hereby confirm to you that we will exercise all reasonable skill and care (without prejudice to any rights which we may have at law in connections with the Confidential Information) that we agree that:
 - (a) we will hold the Confidential Information at all times in strict confidence and under conditions of secrecy, and we will take all necessary steps to preserve confidentiality;
 - (b) we will disclose the Confidential Information only to our directors, officers and employees as is strictly necessary for evaluating the Confidential Information and we will procure that such persons are aware of and shall comply with the terms of this Confidentiality Agreement and we shall be responsible for any breaches by such persons;
 - (c) we will not use the Confidential Information for any purpose other than the Permitted Use;
 - (d) we may only disclose the Confidential Information, without prior consent, to any third party, to enable the facilitation of the scope of works of this Confidentiality Agreement (including for the purposes of consulting legal/insurance advisors);
 - (e) we shall not mix, add, merge, combine, store or amalgamate (including without limitation store on or add to hard or soft disk) any of the Confidential Information with any other information, material or intellectual property except for the Permitted Use. In the event of any mixture, merger, addition, combination, storage or amalgamation of the Confidential Information contrary to the terms of this Confidentiality Agreement, then the product of such process shall become your exclusive property;
 - (f) we will upon your oral or written request at any time return to you forthwith by such means as you may specify all Confidential Information supplied to us, all material prepared by us which uses or incorporates any of the Confidential Information, any material on which any such information is recorded or stored and all copies thereof and all such information on hard disk upon shall be irretrievably and permanently erased and any soft disk upon which such information is stored or recorded shall be delivered and become your property;
 - (g) we will not make any statement or announcement to any customers, representatives of the Press, competitors or any third parties about any arrangements contemplated between us without your prior written consent; and
 - (h) we confirm that the expression “Confidential Information” includes all such information (if any) relating to the idea described above as we may have disclosed to you already.
 - (i) in the case of any Personal Data supplied, we will additionally ensure that it is held in accordance with the terms of the Data Protection Act 1998.

- 2 Subject to paragraph 3 below, the above limitations on use and disclosures shall not apply to information which is known to us before receipt thereof from you (unless such information was then disclosed in confidence);

- (a) is learned from a third party entitled to disclose it;
 - (b) becomes known publicly other than through disclosures by us;
 - (c) is authorised in writing by you to be released.
- 3 Nothing in this Confidentiality Agreement shall be constructed as a grant of rights to us in the confidential information nor as placing you under any obligations to grant us future rights in the Confidential Information in any subsequent agreement.
 - 4 Our obligations under this Agreement shall survive any termination of any existing or future agreement between us whether or not that agreement relates in any way to the Confidential Information.
 - 5 Without prejudice to any other rights or remedies that you may have, we acknowledge and agree that damages alone would not be an adequate remedy for any breach by us of the provisions of this Confidentiality Agreement and , accordingly, you shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions hereof by us.
 - 6 Any notice or other communication under this Confidentiality Agreement shall (unless otherwise specified in this Confidentiality Agreement) be in writing and may be sent by post. A notice sent by post shall be deemed to have been delivered on the third day after posting and in proving service it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and posted.
 - 7 In the event that it is determined in any legal proceedings before a competent tribunal, that any paragraph, or part of any paragraph of this Confidentiality Agreement is invalid, illegal, or unenforceable, such paragraph or part thereof shall be deemed to be severed from this Confidentiality Agreement and the remainder of this Confidentiality Agreement shall continue in full force and effect.
 - 8 No failure or delay by either party in exercising any right, power or privilege available under this Confidentiality Agreement shall operate as a waiver thereof.
 - 9 This Confidentiality Agreement is personal only to the parties to it, and shall be governed in all respects by the laws of England and may only be amended with the written consent of both parties and each party submits to the non-exclusive jurisdiction of the English courts

Signed on behalf of Citrica LLP:

Signed by:	
Print Name (in Block Capitals)	
In capacity of:	
Date	