

Swanage Town Council



INVITATION TO TENDER

**Installation of railing and paving around the war memorial and construction of commemorative
plinth and pathway**

On the (Recreation Ground) Shore Road, Swanage.

Employer's Requirements

Supplemental Provisions:

Collaborative working: Paragraph 1 applies

Health and safety: Paragraph 2 applies

Cost savings and value improvements: Paragraph 3 applies

Sustainable development and environmental considerations: Paragraph 4 applies

Performance Indicators and monitoring: Paragraph 5 does not apply

Notification and negotiation of disputes: Paragraph 6 applies – respective nominees to be confirmed

Arbitration: Article 7 and Schedule 1 do not apply

CDM Planning Period: shall mean the period of 2 weeks ending on the Date for Commencement of the Works

Date for Commencement of the Works: to be confirmed

Date for Completion: to be confirmed

Liquidated Damages: at the rate of £..... per (to be determined)

Rectification Period: 3 months from the date of practical completion

Percentage of the total value of work etc (Clause 4.3): 95 per cent

Percentage of the total value of work etc (Clause 4.4): 97½ per cent

Supply of documentation for computation of amount to be finally certified: 3 months from the date of practical completion

Contribution, levy and tax changes: will be deleted

Percentage addition for Fluctuations Option: does not apply

Contractor's insurance: injury to persons or property – insurance cover: £ 5 million

Insurance of the Works etc – alternative provisions: Clause 5.4A applies

Percentage to cover professional fees: 15 per cent

Adjudication: The Adjudicator shall be nominated by the President of the Association of Independent Construction Adjudicators

Arbitration – appointer of Arbitrator: does not apply

CDM Regulations

The assumption is that the proposed work is not notifiable to the HSE as it will last less than 30 days and involve less than 500 person days of work.

Should your programme indicate that the work will be notifiable you are to advise the Employer within your tender submission.

Access to and Procession from the site

Access to the site will be as previously described. The Contractor is to visit the site and satisfy himself as regards the existing roads, or other means of communication with and access to the site, the contours thereof, the risk of injury or damage to the property, the nature of the materials (whether natural or otherwise) to be excavated, the conditions under which the works will have to be carried out, the supply of and conditions affecting labour and the facilities for obtaining materials.

The Contractor shall take all reasonable precautions to ensure the efficient protection of the existing structure and surrounding areas against damage arising out of or by reason of carrying out the Work, including, as necessary, the formation of temporary roadway or track for the Works, and removal thereof and reinstatement of affected surfaces on completion of the Works..

The Contractor shall confine and secure the whole of the works and storage of materials within the boundary of the site and furthermore within the areas agreed with the Employer.

Ascertaining Conditions

The Contractor will be held to have by his own independent observations and enquiries, fully informed and satisfied himself as to the extent and practicability of the works. No claim by the Contractor for additional payment will be allowed on the grounds that he did not or could not foresee any matter which in fact affect or have affected the execution of the works.

The Contractor shall inspect the drawings, brief/specification/Schedule of Work and all other information that is available and visit the site so as to ascertain the conditions including ground conditions, under which the work will be executed, the availability of storage space, the supply of and conditions affecting labour and the likely presence of other matters that may affect the Contractor's proposals.

All information provided by the Employer shall be deemed to have been prepared by the Contractor. Any error or omission in this information will, therefore, be the responsibility of the Contractor.

The Contractor shall ascertain for himself any further restrictions, regulations, or the like which may affect his working and make due allowance in the Contractor's Proposals and/or his pricing.

Limitations of Working Space

The Contractor shall confine and secure the whole of the works and storage of materials within the boundary of the site and furthermore within the areas agreed with the employer.

The Contractor should note that the Employer and/or Local Authority may restrict working hours and traffic restrictions on the site and the Contractor is to make his own enquiries and allow for this condition.

progress of the Works. He shall also provide and keep in repair proper and secure crossings over the trenches for pedestrians.

The Contractor shall provide and maintain a secure compound for the storage of all plant and materials, and provide all necessary site accommodation and facilities, including any temporary services necessary to complete the Works.

c. **Employment of Local workpeople**

The Contractor is to employ local workpeople where possible, but the responsibility for providing an adequate workforce will rest entirely with the Contractor.

d. **Clothing**

All site personnel must be generally clean and tidy and dressed in appropriate clothing suitable for their trades.

e. **Safety, health and welfare**

The Contractor is required to comply with the provisions of the following as appropriate:

1. The Construction (Health and Welfare) Regulations 1966.
2. The Construction (Lifting Operations) Regulations 1961.
3. The Construction (Head Protection) Regulations 1989.
4. The Construction (Design and Management) Regulations 1994 and 2007, together with all amendments thereto:
5. The Factories Act 1961 and the Health and Safety at Work Act 1974.
6. COSHH Regulations 1999.
7. Control of Pollution Act 1974 (section 60/61)

Maintenance of public and private roads

The Contractor will be responsible for all damage to roads, streets, footpaths, etc. (whether public or private), arising out of or in the course or by reason of the execution of the Works. The Contractor will at all times be responsible for keeping the road immediately adjacent to the site free from dirt, rubbish etc.

Removing rubbish, soils, coverings and clearing the works on completion

The Contractor shall keep the site and works reasonably clean and clear away all rubbish and surplus materials as they accumulate, arising from the works. The rubbish shall be removed or carted away and not dumped upon the site. The site and premises are to be left clean, tidy and fit for occupation to the Employer's entire satisfaction on completion.