

## **Section 1 - Information**

## **Invitation to Tender**

Dear .....

**Invitation To Tender**

**Contract: Mountmaker Contractor**

Thank you for your interest in the for 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.

Your tender must be returned in two hard copies and a digital version by 14<sup>th</sup> July. Envelopes and packages must bear no reference to the Tenderer by name. Tenders are to be returned and received by the Horniman Museum and Gardens;

**FAO Kirsten Walker  
The Horniman Public Museum and Public Park Trust  
100 London Road  
Forest Hill  
South London  
SE23 3PQ**

**Please include reference to the project on the front of the tender return: Collections People Stories Project, The Horniman Museum and Gardens. Mountmaker Contractor Tender**

If you do not plan to submit a tender following receipt of the tender pack, I would be grateful if you could inform me by email.

Yours sincerely

Katie Kilmartin  
Project Manager

## **Part 1 - Introduction**

### **1. The Client**

- 1.01 The Horniman Public Museum and Public Park Trust  
100 London Road  
Forest Hill  
South London  
SE23 3PQ

### **2 Background**

- 2.01 The Horniman Museum ("The Horniman") wishes to establish an Agreement for the provision of Mountmaker Contractor for the Collections People Stories Project. The Horniman is managing this procurement process in accordance with the Public Contracts Regulations 2015 (the "Regulations").
- 2.02 Part 0 contains basic tender information.
- 2.03 Part 1 contains the Instructions to Tenderers and the conditions of this ITT. It also contains the form of contract and other information pertinent to the project.
- 2.04 Part 2 contains the pricing schedules.
- 2.05 Part 3 contains the appendices.
- 2.06 Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the conditions of Tender. Non-compliant Tender Responses may be rejected by the Horniman. Tender Responses which are deemed by the Horniman to be fully compliant will proceed to evaluation. These will be evaluated using the selection criteria and weightings detailed in the matrix set out at paragraph 2 of Part 4.
- 2.07 Following evaluation of the compliant Tenders and approval of the outcome the Horniman intends to appoint one successful contractor to enter into an Agreement.

### **3 Programme**

- 3.01 The following are outlined project timings; please see the appendix for the programme.

#### **Outline Project Timing**

April 2016 – February 2017: Final design and tendering  
November 2016 - July 2017: Basebuild strip out & construction  
July 2017- November 2017 – Exhibition fit out  
December 2017 – March 2018 – Object Installation

## **4 Project Team**

### **4.01 The Horniman Team**

Janet Vitmayer – Chief Executive of the Horniman Museum & Gardens  
Kirsten Walker - Project Director  
Tim Corum - Director of Curatorial and Public Engagement  
Christo Kefalas – Project Co-ordinator  
Alistair Mackillop - Senior Workshop Technician  
Ellie Smith - Exhibition Manager  
Tim Hopkins – Estates Manager  
Paula Thomas – Finance Director

#### **Fraser Randall - Project and Cost Managers**

Jeremy Hull - Project Director  
Katie Kilmartin – Project and Cost Manager  
Sarah Haines – Project and Cost Manager

### **4.02 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 Mountmaker Contractor will be expected to attend.

**Project Team Meetings** – held monthly on Thursdays; attendance as required.

**Design Team Meetings** – held fortnightly

**Value Engineering Meetings and Cost Meetings** – held as required.

**Contractor Meetings** TBC assume a minimum of fortnightly.

## Part 2 Tender Instructions

### 1 General

- 1.01 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 Fraser Randall, Project Managers for the Collections Peoples Stories Project, contact name: Katie Kilmartin ([katiek@fraserrandall.co.uk](mailto:katiek@fraserrandall.co.uk)) if you have any doubt as to what is required or will have difficulty in providing the information requested.
- 1.02 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 Mountmaker Contractor obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.
- 1.03 All material issued in connection with this ITT shall remain the property of the Horniman and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Horniman or securely destroyed by the Tenderer (at the Horniman's option) at the conclusion of the procurement exercise.
- 1.04 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.
- 1.05 The Tenderer shall not make contact with any other employee, agent or consultant of the Horniman who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Horniman.
- 1.06 The Horniman shall not be committed to any course of action as a result of:
- issuing this ITT or any invitation to participate in this procurement exercise;
  - an invitation to submit any Response in respect of this procurement exercise;
  - communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
  - any other communication between the Horniman (whether directly or by its agents or representatives) and any other party.
- 1.07 Tenderers shall accept and acknowledge that by issuing this ITT the Horniman 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.
- 1.08 The Horniman reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

### 2 Site Visit

- 2.01 If the Contractor wishes to visit site, this can be arranged. Site visits can be arranged by contacting Katie Kilmartin at [katiek@fraserrandall.co.uk](mailto:katiek@fraserrandall.co.uk).

### **3 Tenderers**

- 3.01 The Employer will not be responsible for, or pay any expenses or losses which may be incurred by any tenderer in preparing its tender.
- 3.02 All material, completed or uncompleted, which may be prepared by Contractor, Contractor's personnel, or any of Contractor's Subcontractors in the preparation of the Concept Design Proposals shall be and remain the Horniman's property.
- 3.03 Neither Contractor, nor Contractor's personnel, nor any of Contractor's Subcontractors shall have the right to contribute to commercial publications or publish articles for commercial gain or profit based on the results of Concept Design Proposals unless such articles are approved in writing by the Horniman prior to publication (such approval not to be unreasonably withheld).

### **4 Confidentiality**

- 4.01 Subject to the exceptions referred to in paragraph 4.02, the contents of this ITT are being made available by the Horniman on condition that:
- Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
  - Tenderers shall not undertake any publicity activity within any section of the media.
- 4.02 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:
- This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
  - The Tenderer obtains the prior written consent of the Horniman in relation to such disclosure, distribution or passing of Information; or
  - The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Agreement arising from it; or
  - The Tenderer is legally required to make such a disclosure.
- 4.03 In paragraphs 4.01 and 4.02 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 4.04 The Horniman may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Horniman may make any of the Agreement documents available for private inspection by its officers, employees, agents or advisers. The Horniman also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender.

## 5 Tender Validity

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

## 6 Timescales

- 6.01 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Horniman does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
19.06.17	ITT to be issued to Tenderers by the Authority
21.06.17	Tenderers confirm receipt of ITT pack
23.06.17	Deadline for Tenderers to confirm intention to submit ITT Response
TBC	Site Visits
04.07.17	Clarification period closes
14.07.17 12.00 GMT	Closing date and time for receipt by the Horniman of Tenderer Responses to the ITT
15.07.17	Evaluation of ITT Responses commences
w/c 31.07.17	Bidder interviews
08.08.17	Decision on Preferred Bidder.
09.08.17	Start of standstill period for DCMS required under Regulation 32 of the Public Contracts Regulations 2006
19.08.17	Commencement Date of Agreement

## 7 The Horniman's Contact Details

- 7.01 Unless stated otherwise in these Instructions or in writing from the Horniman, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Horniman Representative named in paragraph 1.01 above (Part 2).
- 7.02 All communications should be clearly headed Invitation to Tender for the Collections Peoples Stories Project and include the name, contact details and position of the person making the communication.



Requests for Tender clarifications must be submitted in accordance with the procedure set out in Part 2 paragraph 16 – Queries Relating to Tender.

## **8 Intention to Submit a Tender**

- 8.01 Tenderers must complete the Invitation To Tender Acknowledgement pro-forma included in Section 0 – Pre Information indicating that they intend to submit a Tender and be bound by the Conditions of Tender and return it to the person at the address provided at Part 2 paragraph 1.01 no later than 23/06/17.
- 8.02 In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate such on the Tender Acknowledgement pro-forma and return it with the complete ITT document set to the person at the address provided at Part 2 paragraph 1.01 above.

## **9 Preparation of Tender**

- 9.01 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Horniman, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 9.02 Tenderers are required to complete and provide all information required by the Horniman in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Horniman to reject a Tender Response.
- 9.03 The Horniman relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 9.04 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the Services and their Tenders, without reliance upon any opinion or other information provided by the Horniman or their advisers and representatives. Tenderers should notify the Horniman's representative promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

## **10 Submission of Tenders**

- 10.01 The Tender must be submitted in the form specified in the Form of Tender instructions in Part 4. Failure to do so may render the Response non-compliant and it may be rejected.
- 10.02 The Horniman may at its own absolute discretion extend the closing date and the time for receipt of Tenders specified in Part 2 paragraph 11.10 below.
- 10.03 Any extension granted under Part 2 paragraph 11.02 will apply to all Tenderers.
- 10.04 Tenderers must submit:
- 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.

- 10.05 In addition to the hard copies, Tenderers are requested to submit a digital copy of their Response on a USB.
- 10.06 In line with Government objectives to achieve ISO14001:2004 (Environmental Management Systems), the Horniman 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.
- 10.07 The Tender and any documents accompanying it must be in the English language.
- 10.08 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 10.09 Envelopes and packages must bear no reference to the Tenderer by name. Tenders are to be returned and received by the Horniman;

**FAO Kirsten Walker  
The Horniman Public Museum and Public Park Trust  
100 London Road  
Forest Hill  
South London  
SE23 3PQ**

**Please include reference to the project on the front of the tender return: Collections People Stories Project, The Horniman Museum and Gardens. Mountmaker Contractor Tender**

- 10.10 Tenders must be received at the reception address above by 12 noon on 14<sup>th</sup> July 2017 ("the Deadline"). Envelopes and packages should not bear any reference to the Tenderer by name.
- 10.11 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.
- 10.12 The Horniman does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

## **11 Canvassing**

- 11.01 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Horniman or any of its officers or members 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.

## **12 Disclaimers**

- 12.01 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.

12.02 Neither the Horniman, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- 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.

12.03 Any persons considering making a decision to enter into contractual relationships with the Horniman following receipt of the ITT should make their own investigations and their own independent assessment of the Horniman 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.

12.04 Any Agreement concluded as a result of this ITT shall be governed by English law.

### **13 Collusive Behaviour**

13.01 Any Tenderer who:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- communicates to any party other than the Horniman the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,

shall (without prejudice to any other civil remedies available to the Horniman and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

## **14 No Inducement or Incentive**

- 14.01 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other contractual agreement.

## **15 Acceptance and Admission to the Agreement**

- 15.01 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Horniman and the Horniman confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by the Horniman execute the Agreements in the form set out in Part 1 paragraph 1.04 or in such amended form as may subsequently be agreed.
- 15.02 The Horniman shall be under no obligation to accept the lowest or any Tender.
- 15.03 The Horniman reserves the right to award the contract to any one Tenderer.

## **16 Queries Relating to Tender**

- 16.01 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with Part 2 paragraph 6.01 of these Instructions.
- 16.02 The Horniman will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Public Contracts Regulation 2015 requires that Contracting Authorities respond to any request for clarification at least 6 days' before the deadline for receipt of Tenders. In order to satisfy this requirement, the Horniman has designated a specific window of time to deal with clarification requests from Tenderers
- 16.03 Clarification requests can be submitted via e-mail only to the person outlined in Part 2 paragraph 1.01. No further requests for clarifications will be accepted after the clarification period which is 4<sup>th</sup> July 2017.
- 16.04 In order to ensure equality of treatment of Tenderers, the Horniman intends to issue the questions and clarifications raised by Tenderers together with the Horniman's responses (but not the source of the questions) to all participants at the end of the clarification period.
- 16.05 Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Horniman at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Horniman's response, the Horniman will:
- invite the Tenderer submitting the query to either declassify the query and allow the query along with the Horniman's response to be circulated to all Tenderers; or
  - request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 16.06 The Horniman reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## **17 Amendments to Tender Documents**

- 17.01 At any time prior to the deadline for the receipt of Tenders, the Horniman may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Horniman to all prospective Tenderers by the end of the clarification period. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Horniman may, at its discretion, extend the Deadline for receipt of Tenders.

## **18 Late Tenders**

- 18.01 Any Tender received at the designated point after the Deadline outlined Part 2 in paragraph 11.10 may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

## **19 Proposed Amendments to the Agreement by the Tenderer**

- 19.01 The Horniman will consider proposed amendments strictly on their merits and within the limits imposed by the Regulations.
- 19.02 Where the Horniman makes changes to the Agreement as a result of the proposals received it will circulate the amended Agreement to all Tenderers.

## **20 Modification and Withdrawal**

- 20.01 Tenderers may modify their Tender prior to the Deadline by giving notice to the Horniman in writing to the designated Horniman contact as per Part 2 paragraph 1.01. No Tender may be modified subsequent to the Deadline for receipt.
- 20.02 The modification notice must state clearly how the Horniman should implement the modification and must be submitted in accordance with the provisions found in Part 2 paragraph 11.01
- 20.03 Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of an Agreement. The notice to withdraw the Tender must be in writing and sent to the Horniman by recorded delivery or equivalent service and delivered to the Horniman at the address set out in Part 1 paragraph 1.01.

## **21 Right to Reject/Disqualify**

- 21.01 The Horniman reserves the right to reject or disqualify a Tenderer where:
- 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
  - the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process; and/or
  - there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

## **22 Right to Cancel, Clarify or Vary the Process**

- 22.01 The Horniman reserves the right to:

- amend the terms and conditions of the Invitation to Tender process,
- cancel the evaluation process at any stage; and/or
- 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),

## **23 Customer References**

- 23.01 Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, the Horniman may visit at least one customer reference site of the Tenderer and may seek both written and verbal references as required, from any other designated customers which are not visited.

## **25 Debriefing**

- 25.01 Following the conclusion of the Agreement, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the Horniman in writing that they wish to be debriefed. The Horniman will formally debrief the unsuccessful Tenderer within 15 days of receiving such a request.
- 25.02 Where an unsuccessful Tenderer requests, in writing and no later than midnight on the second working day after being informed of the conclusion of the Agreement, the reasons why that Tenderer was unsuccessful, the Horniman will provide details of the characteristics and relative advantages of the successful Tender(s).

## **26 Statement of Compliance**

- 26.01 The Form of Tender at Part 1 Section 2 also acts as A Statement of Compliance. This will be used by the Horniman for checking the completeness of all returned Tenders in accordance with the said Schedule. Tenderers shall ensure a response is provided for each item listed on the Statement of Compliance. Failure to do so may result in the Tenderer being disqualified from the award process.

## Part 3 Tender Response

### 1 Introduction

- 1.01 The Tenderer must use the criteria set out below to present its ITT Response to the Specification/Technical Requirements/Mandatory Information Requirements.
1. Qualification Questionnaire
  2. Proposed Project Team including details of your key management resource, including role, CV's, location and extent of involvement.
  3. Recent relevant experience including examples of visitor interfaces.
  4. Method and approach to works for development which should include:
    - 4.1. Approach to working with Curators, Conservators, Client team and Designers.
    - 4.2. Approach to working with other contractors to ensure coordination and resolve any issues encounteredand on site installation:
    - 4.3. On site management,
    - 4.4. Co-ordination with other works;
    - 4.5. Images of relevant mounts made for other projects.
  5. Programme – including the sequencing of works & their interface with other trade contracts and approval periods.
  6. Quality assurance statement
  7. The approach & method for the management of sub-contracted works elements.
  8. Organisation chart of Mountmaker contractor team and interface with Project team
  9. Main summary and priced schedule of works
  10. Priced preliminaries
  11. Daywork rates
  12. All insurance, bond and warrantee information as requested in the appendices. The Horniman will accept the following levels. If you do not meet this, it will be at the discretion of The Horniman as to whether they will accept your tender.

12.1.	Professional Indemnity	£5,000,000
12.2.	Employers' Liability	£10,000,000
12.3.	Public Liability	£10,000,000
12.4.	Performance Bond (as required)	
12.5.	Parent Company Guarantee (as required)	
  13. Completed Form of Tender



## **2 Tenderers Response**

- 2.1 In order to be considered suitable for admission to the Agreement Tenderers must:
- Satisfy all of the Requirements;
- 2.2 The Horniman reserves the right to reject any Tender in which a response to a requirement is evaluated as not having been satisfactorily met.
- 2.3 A statement that a particular technical requirement will be met is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the Technical Requirement. Detailed information regarding how, when and to what extent a Technical Requirement can be met must be provided where appropriate – and, in evaluating a given requirement, scores will be awarded accordingly. Furthermore, if any technical requirement or part of a requirement cannot be met, this must be stated explicitly along with reason why.
- 2.4 Where a Tenderer has already provided information to the Horniman that addresses a specific technical requirement, this information should be re-stated in their Tender, not simply referenced
- 2.5 All tenderers should respond with documentation attached in the appendix of the tender.

## Part 4 - Tender Evaluation

### 1 Introduction

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

Account will also be taken of any factors which may impact on the Tenderers suitability that emerge from the tendering process and relate to information previously provided by the Tenderer as part of the pre-qualification process. If the Tenderers circumstances have changed significantly from the position stated in the expression of interest, this may lead to the Tenderer no longer being able to participate further in the Tender process.

### 2 Evaluation of Tenders for selection

- 2.01 Tenderers Response to the questions contained in the Response Requirement and their Response to the Specification along with pricing information and any other information, specifically related to the evaluation of Tenders and requested by the Horniman in this ITT will be evaluated against a number of high level criteria, details of which can be found below:

TABLE 2.2: HIGH LEVEL EVALUATION CRITERIA FOR SELECTION OF SUPPLIER	
CRITERION	PERCENTAGE WEIGHTINGS
Approach to the works including management of sub-Contractors and approach to contractor design elements.	20%
Proposed team (note: the team that comes to the interview must be the team that is proposed to be working on the project throughout.) including sub-Contractors - Introduction of project team, Organisational chart, Resource programme and Qualifications of project team.  Experience – experience of delivering high quality, non-intrusive, stable and secure mounts to effectively support museum objects.	15%
Programme	15%
Quality Assurance	10%
Contractors Offer and Time Rate Charges.  Form of Tender / Statement of Compliance (Completed forms included in the Tender)	40%

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

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

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

- 2.02 Tenderers will be admitted to an Agreement who, in the opinion of the Horniman at the conclusion of the evaluation, offers the most economically advantageous Tender(s) to the Horniman having regard to the award criteria set out in table 2.2 above.

### **3 Evaluation Process**

- 3.01 The evaluation process will feature some, if not all, the following phases:

- Phase 1 – Compliance Checks

- a) Receipt and Opening

ITT Responses will be formally logged upon receipt in accordance with the Horniman'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 Horniman's Project team will then check the Statement of Compliance; completion of which is mandatory. Tenderers are required to confirm in the Statement of Compliance that they have provided a Response including, where applicable, any evidence requested against each of the requirements, as directed, in the Specification, the Response Requirements and the Commercial Response Requirements. In the event that a Tenderer is unable to provide a positive response for any of the requirements, or a detailed reason as to why a positive response cannot be given, the Horniman may either exclude the Tenderer from further participation in the evaluation process or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the evaluation process.

The evaluation of Tenders will, as applicable, proceed through some, or all of the following phases of evaluation:

- Phase 2 – Independent Evaluation of Tender Responses

- a) Qualitative/Technical Evaluation

- b) Quantitative/Commercial Evaluation

- Phase 3 - Moderation of Scores

Moderation and merging of qualitative and quantitative evaluation scores/rankings to produce preliminary ranking

- Phase 4 - Bidder Presentations/Clarification Meetings

- Phase 5 – Client References, if not taken up as part of the expression of interest and accompanying information.

- a) Client Reference Site Visits

- b) Taking up of written customer references

- Final moderation meeting to moderate and merge scores gathered from Customer Reference
- Site Visits and/or written reference to produce final ranking.
- Evaluation Report and Recommendation
- Approvals

#### **4 Award of Agreement**

- 4.01 The Horniman will inform all Tenderers in writing of any intention to award an Agreement. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, an Agreement will be formally awarded to the successful Tenderer(s).
- 4.02 All unsuccessful Tenderers will be provided with an “unsuccessful letter in writing at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:
- the award criteria;
  - the score of the Tenderer
  - the name of the successful Tenderer/s and why that Tenderer was successful
  - the score for the successful Tenderer/s
- 4.03 Unsuccessful Tenderers will be able to seek a de-brief in accordance with Part 2 paragraph 26.
- 4.04 Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new contract with a publicly funded body, the resulting contract will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

## **Form of Tender**

## FORM OF TENDER

**To be returned by 12 midday on 14<sup>th</sup> July 2017:**

1. We have examined the following documents included in Parts 0, 1, 2 & 3 of the tender.
2. We enclose for your approval the enclosed documents as requested, which shall be deemed to form part of our tender.
3. We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply.
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.
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.
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).

## FORM OF TENDER

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

£	ex. VAT
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## **Contract**

## **Contract**

The contract is under review with the Horniman team, this will be advised within the tender period.



## Programme

## **Programme**

The programme is under review with the Horniman team, this will be advised within the tender period.

## **Scope of Work**

## **General Scope of Work**

### **Description**

Collections People Stories will deliver a world-class redisplay of our Anthropology collection - promoting a wider public understanding of anthropology and its potential to facilitate powerful dialogues with contemporary audiences.

Celebrating the wonder and complexity of what it means to be human, visitors will encounter different ways of seeing the world through the display of exciting and inspiring objects from across the continents. Our historic gallery will be transformed, re-introducing daylight and recapturing the spirit of the original building. The gallery will house thousands of objects, many not seen by our visitors before.

We will tell the story of Frederick Horniman's inspirational founding vision, his early collections and his gift of the Museum and Gardens to the nation.

These transformed displays will be complemented by a vibrant new Studio space. Artists, scientists and creative thinkers will work with visitors and communities, responding to both the collection and global issues.

This tender is for Works comprising the contractor design, supply, installation and commissioning of a selection of mounts for Collections People Stories at the Horniman Museum and Gardens.

### **General Services**

- This tender is for Works comprising the contractor design, fabrication and installation for a mounts package of works.
  - The Contractor shall provide subject to these conditions everything necessary for the execution and completion of the works, in accordance with the contract and all drawings, specifications, schedules and/or instructions issued to him and will deliver the Works to the Client complete.
  - The Contractor's attention is drawn to the Particular and Special Conditions sections of this Tender Specification
  - Notwithstanding the contents of the following Schedule of Works, the Contractor shall include in his tender for all items necessary to fully complete the Works shown in the Designers' drawings and specifications irrespective of whether that work is specifically referred to or described in the Schedule. The description attached to each item shall in no way act as a limitation of the full amount of work required. He must also allow for all other relevant drawings, specifications, current Building Regulations, statutory body requirements, etc.
  - The Contractor must not scale off drawings and their attention is drawn to the fact that the sizes and measurements in the following sections are not necessarily exact and the Contractor must verify dimensions on site reporting any discrepancies to the designer immediately.
  - Where quantities have been included within the description of work, these shall be deemed to be indicative only and no reliance should be made on same.
  - Where the extent of the work cannot be reasonably ascertained, the Contractor shall clearly state what has been included in the Tender Sum. No subsequent details or drawing revisions shall be deemed to be a variation if, in the opinion of the Contract Administrator, it would have been reasonably foreseen or required in the integrity of the works.
  - The Contractor shall be deemed to have allowed for ALL labours, temporary works, interfacing, materials, plant, scaffolding etc to carry out and complete the works described.
-

- All items shown in the drawings or specification are to be taken to be included in both. The tenderer shall immediately notify the Contract Administrator in writing of any discrepancy which occurs in or between the drawings or the specification or any parts of the tender, or discrepancies with actual site conditions, in order that a decision may be made before the Date of Submission of Tenders. In the absence of the tenderer submitting such a notification, the tenderer is deemed to have accepted that all information contained in the tender documents, drawings and specifications are complete, thorough, accurate and sufficiently exhaustive for him to carry out the works, and he shall during the course of the contract, upon the Contract Administrator's Instruction, submit shop drawings or supplementary drawings to elaborate on any part of the works
  - The Contractor shall make due allowance for undefined Provisional Sums work in programming, planning and pricing Preliminaries. No claim for additional allowances will at any time be accepted or entertained from the Contractor on the grounds of lack of knowledge or omission from programming, and he shall be deemed to have accepted this restriction as part of his tender submission and obligations.
  - All the products and materials described in this specification shall be covered by a full performance guarantee (materials, parts and labour) for a 'life expectancy' of 25 years. The guarantee period shall commence from the date of Interim Project Completion. 'Life expectancy' is defined by media working the same in 25 years as it does on the day of handover.
  - The Contractor shall exercise in the design, all the skill, care and diligence to be expected of a competent contractor and in the execution and completion of the Works all skill, care and diligence to be expected of a properly qualified and competent Contractor experienced in carrying work of a similar scope, nature and size to the Works.
  - The Contractor shall ensure the application of all relevant information, data and standards in the technical specification to the engineering and detail design and manufacture of all the products he is contracted to provide.
  - The Contractor shall provide facilities at all reasonable times for the client and designer for the inspection, testing, accuracy and assessment of the quality of work and materials at the place of manufacture by the designer or its representatives.
  - The Designer's comments on the Contractor's production information shall not relieve the contractor of his responsibility for the adequacy or suitability of the information shown or of its responsibility for the accuracy of the dimensions shown on its drawings or for taking and checking dimensions.
  - The Contractor shall be responsible for ensuring that all items are packaged and stored in accordance with any special requirements for particular materials. The contractor will be responsible for the general packaging and safe storage of all items such that the items will be adequately protected against damage in both storage and transit
  - The Contractor shall provide all necessary protection devices during storage on site and take all necessary steps to ensure that components are correctly stored and stacked to prevent damage during storage
  - The Contractor shall provide, maintain, alter and adapt protective devices as necessary to protect the works during construction, assembly and installation up to the time when they have been completed. Materials used for temporary protection must be compatible with and removable from the surfaces and finishes without detriment to the finish and must be in accordance with the finished material supplier's instructions
  - The Contractor shall include in his tender for, and take positive measures to prevent, any possible damage to the work of others. The Contractor shall allow for removing all protective devices and thoroughly cleaning down before the works are presented for final approval
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- All materials shall be installed in strict accordance with the manufacturer's recommendations, relevant Agreement Certificates and British Standards.
- The general standards of practice contained in this section of the specification are the minimum standards required.
- These standards do not necessarily imply an overall suitability in terms of meeting all performance specifications, and it is the responsibility of the contractor to ensure that the standards he applies to the works described in this document will meet the Designer's performance specification set out in this document.
- The Contractor shall identify and provide a person responsible for the coordination, liaison and development of the works who shall efficiently supervise the execution of the works using their best skill and attention. The Contractor shall not remove such person from the works without the prior written approval of the Project manager (such approval shall not be reasonably withheld) and if such approval is given the contractor shall be responsible for replacing such person or persons with a person or persons of equivalent competence who shall have been previously approved by the Project manager
- Contractor to provide (named) Producer/Project Manager to Liaise with Client, Exhibition Designers and the Project manager.
- Contractor will be expected to provide a detailed programme for the execution of the works within two weeks of being awarded the contract.
- Contractor is to include for all expenses (e.g. travel, presentation materials etc) within the pricing schedule.
- The Contractor to be responsible for co-ordinating their work with other relevant contractors as required where there is a direct interface.
- The networks contractor on the project will also be appointed "drawing co-ordinator". It is expected that all trade contractor drawings should be submitted in dwg. Format to the "drawing co-ordinator" pre-production so that co-ordination issues can be flagged & resolved, this is deemed to be a continuous process through to completion of coordinated completion. This does not absolve the showcase contractor of any of their own coordination issues.
- Fraser Randall will act as the Contract Administrator and no other instructions or directions by whomsoever they are given shall have any effect or validity for the purposes of the Package Contracts

#### **Installation on site and hand over**

- The conditions of practical completion are as follows:
    1. Completion of the works
    2. Operation & Maintenance manuals (as detailed in content)
    3. Agreed snagging list
    4. Health & Safety Files
-

## **Contractor Design**

The contractor design element of this trade contract relates to the development that the contractor must undertake in order to take the exhibit design from the brief state at this tender stage through full design, implementation and production for the object mounts design. This should be done in conjunction with RAA as the lead designer and the Horniman client/content teams but the design responsibility will still reside with the contractor.

## **Package Specific Services**

### **Object Mounts**

#### **Testing**

- The Contractor is expected to only use materials that have been ODDY tested and provide data sheets for all materials used. The Horniman will confirm if these are approved for use.
- The Contractor is expected to provide, within two weeks of appointment, samples of all materials to be used that have not been ODDY tested by the Horniman. This is to ensure that the material is inert or at least not releasing gases that may affect the controlled environment within a showcase.
- The Contractor is to test all mount types to demonstrate both durability and strength.

#### **Templating**

- The Contractor is to provide templates of mounting details and fixings, as required, for coordination with the showcases and setworks contractors regarding installation and interface.

### **Samples & Drawings**

- No samples will be required with the tender submission. However, if asked to attend a post-tender interview, the Contractor will be asked to provide samples, based on information within their tender response, for this interview.
- Further sampling will be required for approval & control through to project completion.

### **Contractor Design**

- The Contractor Design Portion clause in the contract should be referred to for Contractor Design.
- The contractor design element of the Object Mounts trade package is the development of the RAA intent drawings into production ready information. This includes, but it is not limited to:
  - Finalised exact dimensions, for all object mounts and interfaces with other elements (showcases and setworks etc.)
  - Development and verification of all structural and support requirements for objects, ensuring the mounts support the weight of the object without causing undue stress or abrasion, while achieving the aesthetic display objectives.
  - Identification and resolution of any issues arising from the positions of other package elements (showcases, graphics and setworks etc.) and/or objects.

### **Conservation Requirements for Off-Site works**

- The contractor will be required to receive and store objects at their workshop. The contractor should ensure the space where the objects are stored and worked upon, meet conservation requirements of the Horniman.
  - The contractor to ensure a dedicated safe and secure space is available for the Horniman to send their objects.
  - The Horniman staff will require visits to the space, the Contractor to ensure the Horniman team are able to access the stored objects easily.
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### **Workshop**

- The Contractor will be responsible for an air-conditioned and fully equipped workshop, in order to realize in vicinity of the objects all mounting preparation.
- The Horniman's Conservation and Collections Management teams will be the only responsible for objects transportation between collection storages and the preparation workshop, as well as final transportation into the Gallery.

### **Final Object Installation**

- The Contractor will take responsibility for all objects installation and mounting fixings inside every display case for the specified areas, in agreement with the Horniman and Fraser Randall.

### **Meetings and Reports**

- The contractor will be expected to attend monthly contractor meetings which will take place in London. The contractor is also expected to arrange meetings as necessary through all processes of the work.
- The contractor will be expected to issue status reports on a monthly basis or as requested by the Project Manager.

### **Installation on Site and Hand Over**

- The Contractor is responsible for the installation of their mounts produced and the installation of the objects associated with their mount.
- The Contractor should allow to attend site during the installation period to ensure that the installation is clear and seamless in coordination with the mounts/workshop team.

### **Training**

- The training should be supported with clear documentation, which should be made available in the Operations and Maintenance Manual.

### **Defects period**

- The Contractor will rectify any defects notified by the Client within 24 hours.
- The Contractor will, for a period of 12 months after installation, monitor and amend any defects. The Defects Liability Period will end when 12 months, post Project Completion.

### **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.

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## **Design Team**

### **Exhibition Designer**

#### **Ralph Appelbaum Associates**

Ralph Appelbaum Associates  
1-5 Portpool Lane,  
London  
EC1N 7UU

### **Exhibition Designers**

#### **Rick Mather Exhibition Designers**

123 Camden High Street  
London  
NW1 7JR

Tel +44 (0)20 7284 1727 Fax +44 (0)20 7267 7826

[www.rickmather.com](http://www.rickmather.com)

### **MEP Consultant**

#### **Mott MacDonald**

22 Station Road  
Cambridge  
CB1 2JD  
United Kingdom

T +44 (0)1223 463884

[www.mottmac.com](http://www.mottmac.com)

### **Lighting Designer**

#### **DHA**

Studio 4, Cole St Studios,  
6 - 8 Cole Street,  
London  
SE1 4YH

T: +44 (0)20 7939 0920

[www.dhadesigns.com/](http://www.dhadesigns.com/)

### **Structural Engineer**

#### **engineersHRW**

Unit 2 Blue Lion Place  
237 Long Lane  
London, SE1 4PU

T +44 (0) 20 7407 9575

[www.ehrw.co.uk/](http://www.ehrw.co.uk/)

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## **Mountmaker Specification**

Horniman Museum: Anthropology Gallery  
MOUNTMAKER SPECIFICATIONS

**The Horniman Museum and Galleries**  
**Specification for Mounts**

The following is a specification and schedule of works and description of Mounts required for the Anthropology Gallery at the Horniman Museum and Gardens.

The Mount maker contractor is to allow for supply and install of all work elements below to the Horniman Museum and Gardens, as detailed in the object schedule in the appendix and per RAA's drawings

The schedule will be organized in accordance with the stage F production information drawings in that it will be broken down into the showcases of the exhibition over two floors at the Horniman. The object layout and mount detail drawings can be referenced against the object schedule.

The Contractor will receive an object schedule, as per the appendix, each object has a unique identification code and will be required (by the Contractor) to be allocated a mount type reference.

**Areas**

**Case Top Objects**

These are four objects which sit atop a selection of showcases that can be viewed from the balcony. The objects are a selection of transport objects from across the world.

**Perspectives**

The Perspectives area has two main showcases, one along the back wall and an island showcase in front of it. These cases are made up of various groups of objects.

**Horniman's Vision**

Horniman's Vision is an area which is on the first floor. There are wall showcases and an island showcase directly in front of it. The objects in this area are a selection of the collection from Frederick Horniman.

**Indian Arch for the Threshold Wall**

As you enter the Gallery on the ground floor, you are met with a threshold wall which holds a selection of objects. One of these objects is an Indian arch which sits above the entrance of the Threshold wall as you enter.

**Design Aspiration**

The mounts are to be as discreet as possible to ensure they do not detract from or overpower the exhibits visually. A minimal approach to the design and fabrication should be adopted to achieve a clear, uncluttered installation.

The rod mounts used elsewhere in the gallery should be used where appropriate. These are colour-coordinated to match the case interior colours to help the mounts 'disappear'.

The Horniman would like no perspex mounts to be used.

**General Requirements**

The below mount general requirements are to be read in conjunction with RAA drawings as scheduled below and with the Horniman object schedule and object sheets.

The mount maker contractor (further referred to as the 'contractor' in this document) is to allow for the following general requirements and specific individual element requirements as scheduled below.

**The contractor is to allow for:**

A significant contractor design portion (CDP) in developing mounts options to display objects as drawn in RAA drawings and per the object schedules.

Working with objects and measuring and scaling from case layout drawings to determine final mount proposal for designer and Horniman approval

Flag up any changes or clashes with the designers where object are different from those drawn and laid out and where the case arrangement cannot be achieved as drawn

Liaise with the case and set works contractors to agree fixing and access details

Work with the Horniman installation team to install mounts and objects

The contractor is responsible for the structural stability of all their works and is to make aware, other package contractors, of interface issues.

The contractor to ensure their works are robust and material selection sufficient to last the 25-year expected life span of the gallery.

Not interfere in any way with the integrity of the displayed objects and/or their conservation requirements. The support fabrication, assembly with the object or final installation in the exhibit shall not lead to the object's degradation in any way

Ensure the durable stability of the displayed objects in normal exhibit utilisation conditions (heavy visitors' attendance and during events), during maintenance operations (galleries' general cleaning activities, displays' opening and access, cleaning operations inside the displays).

Relation between stability requirements and object's movement tolerance shall be carefully studied in order avoid any potential fall but as well any constraints that may interfere with the object's physical integrity.

Allow an easy assembly/installation/removal

Samples – The contractor to supply samples of all finishes and finished sample of each mount repeat type. Note, that once approved, these samples will be used on gallery.

Approved sealants and lacquers to be used throughout. Contractor to provide maintenance/cleaning schedule within O&M manuals

The set works contractor will create a set of coordinated general arrangement plans including other package contractor's work that will be used to coordinate exhibition contractors and to coordinate exhibition with base build. The mount contractor to survey objects requiring fixing directly to set works and provide drawings or templates should set works require inbuilt fixing details to be incorporated within their works.

Each mount to be clearly labeled to correspond to unique object number

**Contractor to agree sequencing with Fraser Randall and the Horniman install team in delivery of mounts to site and installation of mounts and objects**

### **Materials and Finishes**

Sizes and diameters of supports shall be calculated in accordance with nature, weight and dimensions of each object.

All metallic parts potentially in contact with objects shall be covered with conservation-neutral materials, such as polyethylene heat-shrinking tube, epoxy paint, Plastazote type foam, epoxy resin sole, etc.

For jewellery, the ensemble of rods, stems and wire structures shall be fabricated brass, allowing achieving the smallest diameters and elegant organic shapes.

The technical datasheets for all the products and materials used for object mountings shall be approved by the Horniman Conservation team.

#### **Metal mounts**

Contractor to allow for up to 4No. matt powder coat and spray lacquer colour finishes as required from the RAL designer range and or matched to NCS colour reference.

#### **Soft Mounts**

Please note from the photo document (in the appendix). Any soft mounts required are covered with conservation approved Baumman fabric.

#### **Rod mounts**

Mounts should be powder coated brass with conservation padding.

Rods are powdercoated steel to RAL 7037 (Finish 25% sheen), powdercoat is 'Interpon' by AK20 Nobel. Rods are surface mounted into 2FMDF panels and plinths via timber screws into a welded base plate. Cover panels conceal this fixing. Please refer to photos in the appendix for further information. Rods are 12mm, 8mm or 6mm diameter (to suit weight of the artefact) and are to be cut to length.

Rods will be produced by the exhibition main contractor and free-issued to the Contractor for mount development. The Contractor to confirm the amount of rods required upon appointment in coordination with Horniman Workshop.

#### **Mount Types**

##### **Large Open Display Mounts**

Welded steel frames in welded 50 x 50 SHS, powdercoat finished to RAL 7010 (25% sheen), refer to drawing 0581A-610 in the appendix.

##### **Showcase Mounts**

The majority of these will be clasp type mounts, in brass, mounted to powdercoated steel rods (as above).

**Textile Mounts will also be required.**

## **Schedule of Preliminaries**

## Preliminaries

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	Preamble
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2.	Description of The Construction Project
3.	Arrangement to Visit the Site
4.	Form of Contract
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16.	<b>Not Used</b>
17.	Removal of Debris Arising
18.	Storage of Materials
19.	Permitted Loading on the Existing Structure
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21.	Existing Services
22.	Method Statement
23.	Adjoining and Adjacent Buildings
24.	Maintenance of Existing Buildings, etc.
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30.	Interference, Noise, Disturbance
31.	Prevention of Nuisance
32.	Health and Welfare
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## **Preliminaries**

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- 74. Horniman Museum and Gardens Protocols
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- 80. Health & Safety File Requirements

## **Preliminaries**

### **Preamble**

The Works are the design, supply and install of the mechanical interactives for the Collections People Stories exhibition fit out works for at The Horniman Museum and Gardens (The Museum).

Throughout this document reference to the "Client" will mean the Trustees of The Horniman Museum and Gardens.

Throughout this document reference to the "Designer" will mean Ralph Appelbaum Associates.

Throughout this document reference to the "Project Manager" will mean Fraser Randall Productions Ltd. The Project Manager will also serve as the Contract Administrator.

## **1. Names of Parties to the Project**

### **Client:**

The Horniman Museum and Gardens,  
100 London Road  
Forest Hill  
London SE23 3PQ

### **Exhibition Designers:**

Rick Mather Exhibition Designers  
123 Camden High Street  
London  
NW1 7JR

### **Exhibition Design:**

Ralph Appelbaum Associates,  
1-5 Portpool Lane  
London EC1N 7UU

### **Specialist Lighting Consultant:**

DHA  
Studio 4, Cole Street Studios, 6-8 Cole Street,  
London SE1 4YH.

### **Project Manager:**

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

### **Cost Manager:**

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

### **Mechanical & Electrical Consultants:**

Mott MacDonald  
22 Station Road  
Cambridge CB1 2JD

### **Structural Engineers:**

engineersHRW,  
Unit 2 Blue Lion Place  
237 Long Lane

London SE1 4PU

**2. Description of the Project**

Collections People Stories will deliver a world-class redisplay of our Anthropology collection - promoting a wider public understanding of anthropology and its potential to facilitate powerful dialogues with contemporary audiences.

Celebrating the wonder and complexity of what it means to be human, visitors will encounter different ways of seeing the world through the display of exciting and inspiring objects from across the continents. Our historic gallery will be transformed, re-introducing daylight and recapturing the spirit of the original building. The gallery will house thousands of objects, many not seen by our visitors before.

We will tell the story of Frederick Horniman's inspirational founding vision, his early collections and his gift of the Museum and Gardens to the nation.

These transformed displays will be complemented by a vibrant new Studio space. Artists, scientists and creative thinkers will work with visitors and communities, responding to both the collection and global issues.

**3. Arrangement to Visit the Site**

Site visits can be arranged prior to the tender submittal for a **maximum of two people per tenderer**. Site visits are strongly advised.

To arrange a site, visit please contact Katie Kilmartin, [katiek@fraserandall.co.uk](mailto:katiek@fraserandall.co.uk),  
Tel: 020 7940 0875

**4. Form of Contract**

The Form of Contract will be the JCT Intermediate Contract with Contractors Design 2011 (Amended). A copy of the contract conditions can be found within the Contract section (Part Two, Section One) and the Contractor should familiarise themselves with the full contract as required.

Please ensure you have examined the contract section and include all costs associated with any required bonds, guarantees or insurances, including the following:

- Parent Company Guarantee
- Performance Bond
- Collateral Warranty Deed
- Assignment & Sub-Letting

**5. Income Tax**

Any order placed with the Contractor will be subject to the provisions of the Income and Corporation Act 1998, which requires the Project Manager on behalf of the Client to satisfy himself that the Contractor holds an appropriate Tax Certificate or Registration Card required by this Act. In the event that the Contractor does not provide the Project Manager with the necessary certifying document as described in the Inland Revenue Advice Booklet - Construction Industry Scheme CIS 340, the appropriate percentage will be deducted from the labour element for all payments due, as an advance payment of Income Tax, and paid on behalf of the Contractor to the Inland Revenue.

**6. Value Added Tax**

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

## **7. Pricing**

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

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

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

The Contractor will be required to provide all tools and equipment for carrying out the Contract Works excepting only such items as are specifically described in the Tender Enquiry Documentation as being provided by the Client. The Tenderer is referred to the List of Common User Services, detailed at the end of these Conditions.

No tools/equipment/ladders/access equipment etc. will be provided by the Client. Any aerial access equipment required must be supplied by the Contractor for the duration of the works on site.

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

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

## **8. Responsible Person**

The Contractor shall provide the 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 Client/ Project Manager.

This aforementioned person shall have full authority to take instructions from the Client/ 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 Client/ Project Manager. Notwithstanding this the Contractor shall provide all necessary managerial and technical support and supervision during the currency of the Contract Works to ensure completion in accordance with the Project Manager's programme, including attendance at Site meetings as required. The Contractor shall be represented at Site meetings by a Director if requested by the Client/ Project Manager.

## **9. Removal of Personnel from the Project**

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

## **10. Site Location & Layout**

**The Horniman Museum and Gardens.** The Contractor is referred to Horniman's Rules for visiting contractors for the location plan, access route and site set-up methodology.

## **11. Access to the Site**

All means of access must be agreed in advance by the Estates Manager or Deputy Estates

Manager. The normal access route is via the Horniman Drive gate. Contractors should be reminded of the rules while driving a vehicle on site and must be observed.

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

All the Contractor's, and sub-contractors', personnel are required to attend an induction by the Museum's Security Staff in the Security Office, located at the front of the building, prior to commencing work on the site. The Contractor shall notify the Horniman Security Office 48 hours prior to persons requiring an induction coming to site. This is in addition to the site induction provided by the Main Exhibition Contractor.

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

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

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

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

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

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

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

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

## **12. Delivery of Materials, Plant, Equipment**

The delivery and storage of materials and the routes and times of entry into the Museum must be agreed with the Collections Manager or Senior Workshop Technician in advance.

48 hours notice shall be given by the Contractor to the Client/Project Manager of any deliveries. Un-notified deliveries may be refused access and turned away from the Site at the discretion of the Client/Project Manager. If such access has been refused the Contractor will bear all costs in connection with the failed delivery.

There is no availability for parking on site except for deliveries and unloading/loading of materials and equipment. Staff attending site should be informed of this and advised that they may need to park offsite. If there is equipment to unload the Museum should be informed in advance and arrangements can be made for short term parking on site. Vehicles should then be removed from

Vehicles should then be removed from the site unless tools and equipment that is essential to their operation are kept and accessed in the vehicle

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

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

Deliveries to the Site shall be made in accordance with the Estates Managers or Deputy Estates Managers delivery schedule requirements.

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

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

### **13. Security**

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

The Contractor will be responsible for providing security for their site, scaffolding and welfare area throughout the duration of the project.

All security strategies will be reviewed and must be approved by the Client/ Project Manager. If there is any deviation from the approved security strategy, then the Contractor must remedy the situation immediately. Any cost associated with this will be borne by the Contractor

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

### **14. Site Opening**

The site will be open from 07.00 to 19.00 Monday to Friday. The Contractor shall allow for completing all of his Site operations during these hours, within the stated programme period and the constraints imposed by the Client, Project Manager, Police, the Local Authority, etc.

**Should the Contractor require the Site, or any part thereof, to be opened outside these hours, for any reason, he shall reimburse the Client for any costs incurred by the Project Manager, the Client and/or his security staff.**

### **15. Site Progress Meetings**

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

### **16. Not Used**

### **17. Removal of Debris Arising**

The Contractor will be responsible for removal of all debris and rubbish arising from the Contract Works and must maintain a clean and clutter free environment. All waste removed by the

Contractor should be disposed of as per the directives given in their environmental policy.

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

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

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

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

#### **18. Storage of Materials**

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

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

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

No flammable materials are to be stored on the Site.

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

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

#### **19. Permitted Loading on the Existing Structure**

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

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

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

#### **20. Confidentiality**

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

- a) Physically protect all data from loss or theft.



- b) Have regard to the commercial interest of the Client.

The taking of photographs on the Site is prohibited without the express written permission of the Project Manager and the Client. The Contractor will be responsible for the taking of progress photographs at regular intervals to be agreed with the Client, and issued as a report.

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

**21. Existing Services**

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

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

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

**22. Method Statement**

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

**23. Adjoining and Adjacent Buildings**

The Contractor's attention is drawn to the fact that adjacent buildings are in constant use by their owners and occupiers for vehicle access routes. There are residential properties in close proximity to the Site.

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

**24. Maintenance of Existing Buildings etc.**

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

**25. Temporary Accommodation, Hoardings & Scaffolding**

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

Considerations of spatial options as part of tender response; site visit is recommended.



**26. Insurance against Injury to Persons and Property**

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

**27. Not Used**

**28. Samples / Inspections**

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

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

**29. Materials, Workmanship, Testing**

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

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

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

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

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

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

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

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

**30. Interference, Noise, Disturbance**

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

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

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

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

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

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

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

The use of explosives will not be permitted.

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

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

### **31. Prevention of Nuisance**

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

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

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

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

### **32. Health and Welfare**

The Contractor shall be responsible for the provision of first aid trained representatives and first aid equipment for his own staff and workmen at all times.

The Principal Contractor will provide first aid cover between the hours of 08.00 and 17.00 Monday to Friday to supplement the first aid cover to be provided by the Contractor. However this does not preclude the Contractor from providing his own cover in any way.

**33. Temporary Water Supply**

A temporary water supply, as described in the List of Common User Services, will be provided on the Site by the Client. This will be located on Level 0. Any extensions from this supply shall be carried out by the Contractor in an agreed manner and position, and maintained to the Project Manager's approval. The Client and the Project Manager will accept no responsibility whatsoever should this water supply be unavailable for any reason.

**34. Temporary Lighting, Electricity and Telephones**

A temporary electricity supply for construction purposes, as described in the List of Common User Services (section 73) will be provided free of charge by the Client on the site. The Contractor shall provide his own portable 110v transformers and trailing leads. The contractor to advise on their supply requirements prior to setting up on site to ensure adequate power can be provided.

Background safety lighting only will be provided. The Contractor is required to provide his own task lighting, as required.

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

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

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

The Contractor should note that if he requires two way radios for use on site then these will be required to be sourced, at his own expense.

**35. Protection**

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

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

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

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

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

All protection shall be of an approved fire retardant material.

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

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

**36. Cleaning and Site Clearance**

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

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

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

**37. Labour Returns**

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

**38. Not Used**

**39. Safety**

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

The Contractor is advised that the wearing of safety helmets will be a requirement for all personnel during their time on Site. To accord with this the Contractor shall ensure that all of his operatives are issued with and wear a safety helmet to BS 5240-1:1987 at all times.

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

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

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

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

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

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

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

The Contractor should note that the Main Exhibition Contractor (TBC) will be appointed Principal Contractor under the Construction (Design and Management) Regulations 2015.

The Contractor is referred to the Pre-Construction Health and Safety Plan, a copy of which forms part of the Tender Enquiry, which has been prepared by the Principal Designer. The Contractor should familiarise himself with the contents of this Plan.

The Contractor is referred to the Horniman Access & Site Conditions document "Museum Rules for Visiting Contractors" document, a copy of which is included in this tender. The Contractor should familiarise himself with the contents of this plan.

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

The Contractor shall co-operate fully with the requirements of the Principal Contractor who under the terms of these Regulations is responsible for co-ordinating all health and safety issues on Site. The Contractor should be able to demonstrate to the Principal Contractor that they are competent to carry out the Contract Works in respect to safety, health and welfare and that he has allowed adequate resources in his tender in this regard.

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

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

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

No smoking except in the designated location is permitted anywhere in the Museum at any time, including courtyard areas.

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

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

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

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

#### **40. Hot Work Permits**

All hot works must be agreed in advance with the Estates Manager or Deputy Estates Manager and a Permit to Work obtained from the security desk. This may also require isolation of the fire alarm system prior to the commencement of any hot 'work'. Work may not commence until this precaution has been confirmed by Security.

Suitable risk assessments should be available as required by the Work at Height regulations 2005.

Any contractor refusing to complete a work permit will not be permitted to work on site.

Any deactivation of alarms should be logged in the security log book.

**41. Permits to Work**

Permits to Work will be issued by the Horniman Museum Estates Manager for work in such areas as plant rooms, electrical riser cupboards, etc.

Some works will require escort by the Estates Management at the Museum, this will require 24-hours' notice.

**42. Setting Out**

The Contractor is responsible for all setting out from principal setting out stations provided by the Main Exhibition Contractor.

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

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

**43. Use of Laser Equipment**

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

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

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

**44. Programme and Progress**

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

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



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

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

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

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

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

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

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

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

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

#### **45. Drawings Submitted for Comment & Approval**

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

##### Category 'A'

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

##### Category 'B'

Drawing subject to comments marked on it. The Contractor shall proceed with manufacture and/or construction taking such comments into account. Final acceptance of the work will be contingent upon compliance with such comments and the Contract. The drawing should be amended in accordance with comments and resubmitted for final return as category 'A' within five working days.

However, this re-submittal is not a prerequisite for manufacture and/or construction to commence.

Category 'C'

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

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

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

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

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

**46. Drawing Co-ordination**

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

The Contractor shall provide at intervals all drawings to the Main Exhibition Contractor, who will be responsible for producing all construction coordination drawings, at times and to levels of detail agreed prior with the Main Exhibition Contractor and Project Manager.

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, Exhibition Designerural or services details. Such drawings shall have key dimensions shown and shall be to a scale of not less than 1:50 unless otherwise stated. For the production of services information they shall be in such detail as to demonstrate that the engineering services are properly separated from one another and can be satisfactory installed, communised and finally maintained.

Builders Work information shall mean drawings including plans, sections, elevations and details, sketches and/or schedules showing the requirements of Exhibition Designerural 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 Exhibition Designerural and structural drawings showing the details of the Contract proposals for the execution of the Contract Works. The drawings shall be to scale showing all important dimensions and in such detail as to enable all aspects of the Contract Works to be installed.

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

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

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



**47. Drawing Submittals**

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

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

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

**48. Working or Installation and Fabrication Drawings**

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

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

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

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

**49. Builder's Work Information**

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

**50. Co-ordination**

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

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

The Contractor shall initiate all such coordination meetings that are necessary with any other

parties involved in works for the project, and all surveys that are necessary to proceed with production of his drawings.

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

**51. Co-ordination on Site**

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

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

**52. Alternative Manufacturers' Equipment and Materials**

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

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

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

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

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

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

**53. Manufacturer's Technical Data**

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

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

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

**54. Product, Equipment and/or Plant Performance Guarantees**

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

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

**55. Packaging and Protection**

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

**56. Final Inspection, Commissioning and Testing**

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

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

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

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

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

responsible for any damage caused whilst working in such areas for that purpose.

**57. System Demonstration**

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

**58. Training**

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

**59. Supply of Information**

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

**60. Temporary Works**

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

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

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

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

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

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

works are erected on site.

**61. Taking Dimensions from Drawings**

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

**62. Discrepancies between Drawings**

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

**63. Quality Assurance and Quality Control**

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide an agreed period of notice to enable the Project Manager to witness, if

so desired, all inspection or tests performed by the Contractor, his sub-contractor and/or suppliers.

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

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

#### **64. Appearance and Fit**

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

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

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

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

#### **65. Alterations / Refurbishment Terminology**

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

KEEP FOR REUSE means:

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

REPLACE means:

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

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

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



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

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

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

**66. Statutory Requirements**

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

**67. Products and Work Generally**

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

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

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

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

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

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

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

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

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

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

Where such change has occurred inform the Project Manager and do not place orders for or use

the affected products without further instructions.

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

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

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- Replacement parts should be readily available and not limited edition or end of the line components
- All accessories and fixings which should be supplied with products that have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products, which have a limited shelf life, are not out of date.
- Prevent over-stressing and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurements, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored components.
- Prevent excessively high or low temperatures and rapid changes of temperature in the product.
- Protect adequately from rain, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packings or containers until immediately before they are used.
- Wherever possible retain wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to products/materials.



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

**68. Snagging**

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

**69. Incomplete/Unacceptable Works**

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

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

**70. Work at and after Practical Completion**

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

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

**71. Defects during Defects Liability Period**

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

- a. Emergency repairs: Work to be carried out within 12 hours.
- b. Very urgent repairs: Work to be carried out within 24 hours.

- c. Urgent repairs: Work to be carried out within 3 days.
- d. Normal repairs: Work to be carried out within 7 days.

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

## **72. Operations & Maintenance Manuals**

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

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

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

### **1. Contents & Introduction**

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

### **2. Scope of Works**

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

### **3. Suppliers' Products & Contact**

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

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

### **4. Cleaning & Maintenance**

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

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

**5. Access for Cleaning & Maintenance**

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

**6. Replacement**

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

**7. Drawing & Schedule Information.**

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

**8. Ironmongery Schedule**

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

**9. Test Certificates & Guarantees**

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

**10. Building Regulations & Other Statutory Approvals**

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

**11. Spares**

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

**12. As Built Drawings / Handover Documents**

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

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

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

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

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

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

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

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

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

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

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

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

All timber products to be FSC-compliant.

**73. List of Common User Services**

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

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

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

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

**74. The Horniman Museum and Gardens Protocols**

Please refer to The Horniman Museum and Gardens Project Constraints Section (Part One, Section Seven).

**75. Good Behaviour**

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

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

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

**76. Requests for Information and Change Request Procedure**

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

The Contractor shall maintain and submit, on a weekly basis, the RFIs he has issued and their status. Where an outstanding RFI is impacting on the programme the Contractor shall record this in

writing and take appropriate steps to resolve the matter with the Exhibition Designer & Project Manager.

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

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

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

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

#### **77. Measurement of Variations, Certificates etc.**

Further to the provisions of Contract:

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

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

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

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

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

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

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

#### **78. Contractor's General Cost Items Allowances**

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

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

**79. Health & Safety Plan**

The Horniman Museum and Gardens Instructions & Guidelines for Contractors Working on or in the Horniman's Premises document, has been included in this tender document. The protocols and requirements of this document are required to be incorporated into the Construction Phase Health & Safety plan that the Principal Contractor will produce.

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

**80. Health & Safety File Requirements**

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

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

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

## **Pre-Construction Health & Safety**

## **Payment Terms & Valuation Procedure**



## **Payment Procedure**

### **Introduction**

In order to be paid for Works completed the 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.

### **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 14<sup>th</sup> 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 1<sup>st</sup> October 2011. The Payee should submit an application for payment no less than 7 days prior to the agreed application date (approximately 14<sup>th</sup> 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.

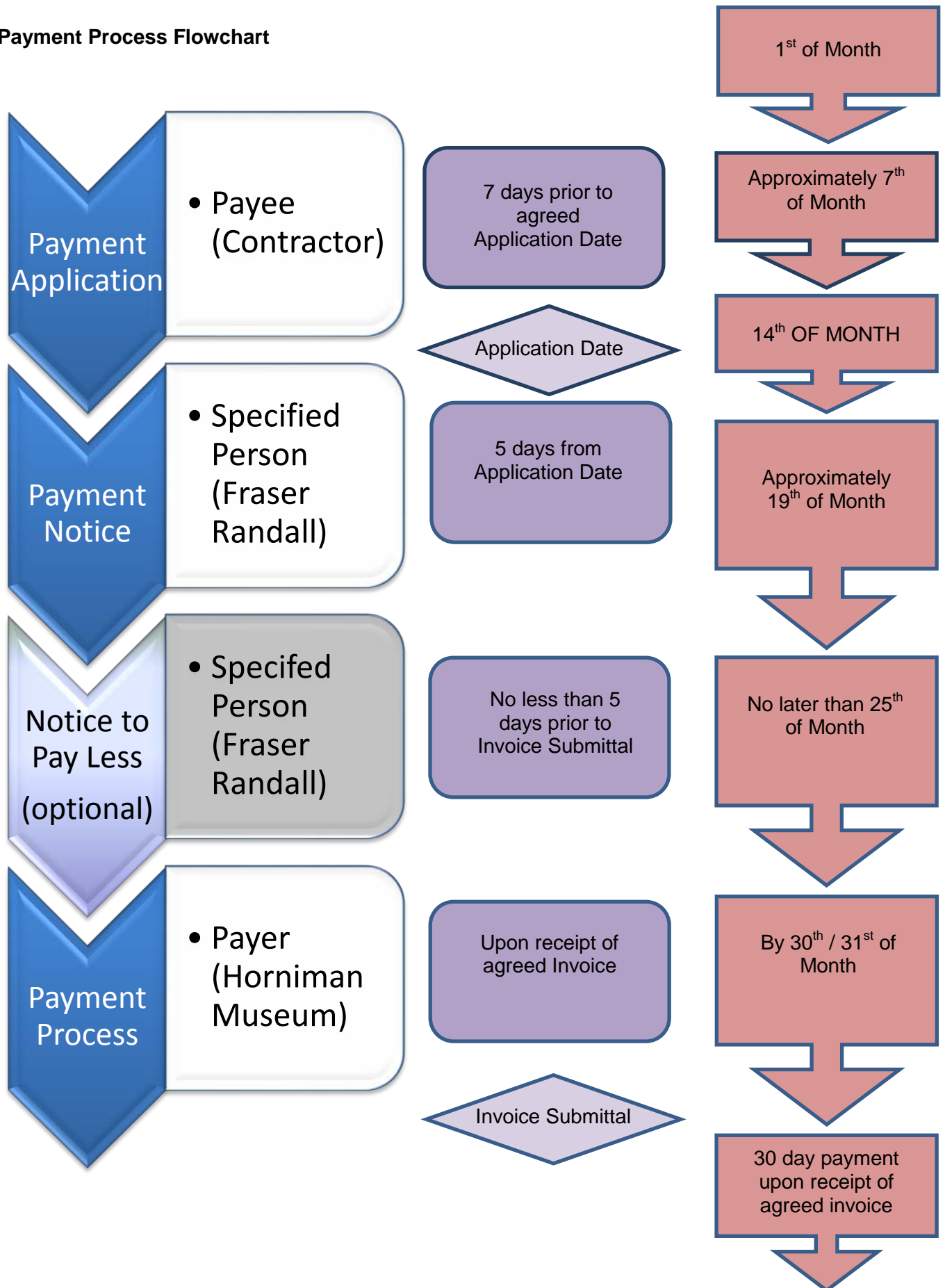
The flowchart on the following pages indicate this process

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 1<sup>st</sup> of the month if it is not a weekday.

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## Payment Process Flowchart



## Application for payment Documents

Name  
Payee Name  
Address  
Address  
Postcode

Date

Dear Name,

**RE: Horniman Museum CPS (XXX HM Confirm REF)**

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 Horniman

Yours sincerely

Katie Kilmartin  
Project Manager

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

Copy XXXXXXXX  
XXXXXXX

## **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 (The Horniman) 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 The Horniman, dated .....
  - f) That we will not except for use upon the Works remove or cause or permit the same to be removed from the premises where they are.
  - g) We shall remain responsible for any loss or damage and for the cost of storage, handling and taking out and maintaining insurance, at no additional cost, of the said goods and materials for their full value under a policy of insurance protecting the interests of the Client in respect of any loss or damage whatsoever howsoever caused (save only as indicated in the Contract) of or to the said goods and materials whilst they are in store, in our possession or in transit to the
-

Site during the period commencing with the transfer of the property in the goods and materials to The Client until they are delivered to or adjacent to the Works.

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

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

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

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

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

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

SIGNED:.....

POSITION HELD:.....

FOR AND ON BEHALF OF:.....

DATE:.....

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