

A30 EMPLOYER'S REQUIREMENTS: TENDERING / SUB-LETTING / SUPPLY

105 PRICING OF PRELIMINARIES

The Tenderer is to indicate separately the 'fixed charge' and 'time related charge' against items.

The preliminaries pricing schedule is included at the end of this Section.

MAIN CONTRACT TENDERING

110 SCOPE:

These conditions are supplementary to those Stated in the Tender Invitation Letter and the Form of Tender.

120 TENDERING PROCEDURE

Will be in accordance with the principles of the NJCC 'Code of Procedure for Single Stage Selective Tendering' January 1996. For the purposes of this tender Clause 5.4 shall apply; all tenders under consideration may be examined not just the lowest tender.

160 EXCLUSIONS

If the Contractor cannot tender for any parts of the work as defined in the tender documents he must inform the Quantity Surveyor as soon as possible, defining the relevant parts and stating the reasons for his inability to tender.

170 ACCEPTANCE OF TENDER

The Employer and his representatives:-

- Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.
- Will not be responsible for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY

Tenders must remain open for consideration (unless previously withdrawn) for not less than 42 days from the date fixed for the submission or lodgement of tenders.

PRICING / SUBMISSION OF DOCUMENTS

210 PRELIMINARIES IN THE SPECIFICATION AND SCHEDULES OF WORK

The Preliminaries / General Conditions sections (A10-A55 inclusive) have been prepared in accordance with SMM7.

A30 EMPLOYER'S REQUIREMENTS: TENDERING / SUB-LETTING / SUPPLY (CONT'D)

PRICING / SUBMISSION OF DOCUMENTS (CONT'D)

- 301 **QUANTITIES IN THE SPECIFICATION AND SCHEDULES OF WORK**
Where and to the extent that quantities are included in the Specification and Schedules of work, they have been prepared in accordance with SMM7 only where and to the extent stated. Where not so stated, the items, descriptions or measurements:-
- Must not be relied on as complying with SMM7.
 - Must be priced taking account of the information given elsewhere in the tender documents including all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.
- 310 **SCHEDULES OF WORK**
Where and to the extent that quantities are not included, tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
- 320 **PRICING OF SCHEDULES OF WORK**
Alterations and qualifications to the Bills of Quantities must not be made without the written consent of the Quantity Surveyor and CA. Tenders containing unauthorised alterations or qualifications will be rejected. Costs relating to items that are not priced will be deemed to have been included elsewhere in the Specification and Schedules of Work.
- 340 **ERRORS IN THE PRICED SCHEDULES OF WORK**
Will be dealt with in accordance with Section 6.4 Alternative 2 of the NJCC 'Code of Procedure for Single Stage Selective Tendering' January 1996.
- 410 **FLUCTUATIONS**
The list of materials and goods required by Clause C2.1 of Supplemental Condition C is to be provided by the Contractor and must be submitted within one week of request. Fuels may at the option of the Contractor be included in the list.
- 480 **PROGRAMME**
The Contractor's proposed programme as specified in Section A32 or a summary thereof showing the sequence and timing of the principal parts of the Works, periods for planning and design and itemising any work which is excluded must be submitted within **one week** of the pre-contract meeting.

A30 EMPLOYER'S REQUIREMENTS: TENDERING / SUB-LETTING / SUPPLY (CONT'D)

PRICING / SUBMISSION OF DOCUMENTS (CONT'D)

540 QUALITY CONTROL RESOURCES

A statement must be submitted within one week of request describing the organisation and resources, which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of sub-Contractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.

551 HEALTH AND SAFETY INFORMATION

A statement must be submitted within one week of request the organisation and resources which the Contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of Sub-Contractors and of any person who may be affected by the Works, including:-

- A copy of the Contractors health and safety policy document, including risk assessment procedures.
- Accident and illness records for the past five years.
- Records of previous Health and Safety Executive enforcement action.
- Records of training and training policy.
- The number and type of Staff responsible for health and safety on this project with details of their qualifications and duties.

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

An Outline Construction Phase Health and Safety Plan must be submitted within one week of request and is to include the following:-

- Method statements related to the hazards identified in the Pre-tender Health and Safety Plan and/or statements on how the hazards will be addressed and other significant hazards identified by the Contractor.
- Details of the management structure and responsibilities.
- Arrangements for issuing health and safety directions.
- Procedures for informing other contractors and employees of health and safety hazards.
- Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- Procedures for communications between the project team, other contractors and site operatives.
- Arrangements for co-operation and co-ordination between contractors.
- Procedures for carrying out risk assessment and for managing and controlling the risk.
- Emergency procedures including fire precautions.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and any training.
- Arrangements for consulting with and taking the views of people on site.

A30 EMPLOYER'S REQUIREMENTS: TENDERING / SUBLETTING / SUPPLY (CONT'D)

PRICING / SUBMISSION OF DOCUMENTS (CONT'D)

- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

SUB-LETTING / SUPPLY

650 WORK BY SPECIALIST SUB-CONTRACTORS:

The following works are to be Contractors Design Portions:

- Fire Escape Staircase.
- Mechanical Installations.
- Electrical Installations.
- Lift Installation.

690 GENERAL ATTENDANCE ON SELECTED DOMESTIC SUB-CONTRACTORS

General attendance is deemed to include:-

- Use of the Contractor's temporary pavings and paths, standing scaffolding and standing power operated hoisting plant.
- Provision of temporary lighting and water supplies.
- Clearing away rubbish other than the clearance requirement by the Domestic Sub-Contractor in accordance with the IN/SC Sub-Contract Conditions Clause 25.2 but including provision of all skips or other containers for the final collection and clearance off site of all rubbish.
- Use of sanitary accommodation and welfare facilities provided by the Contractor.

700 PROFIT / SPECIAL ATTENDANCE ON SELECTED DOMESTIC SUB-CONTRACTORS

- Profit is deemed to include establishment charges and overhead charges.
- Special scaffolding is deemed to be scaffolding additional to the Contractor's standing scaffolding, or standing scaffolding required to be altered or retained.
- Positioning is deemed to include unloading, distributing, hoisting and placing in position.

A31 **EMPLOYER'S REQUIEMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS**

DEFINITIONS AND INTERPRETATIONS

- 115 **CONTRACTOR**
Means the individual or firm or company undertaking the works and shall include the legal personal representatives of such individual or of the persons comprising such firm or company and the permitted assignee of such individual or firm or company.
- 120 **CA**
Means the person nominated in the Contract as Architect or Contractor Administrator or his authorised representative.
- 130 **IN WRITING**
When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.
- 140 **APPROVAL (AND WORDS DERIVED THEREFROM)**
Means the approval in writing of the CA unless specified otherwise.
- 150 **PRODUCTS**
Means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.
- 180 **CROSS-REFERENCES**
- Where a numerical cross-reference to a specification section or clause is given on drawings or in the Specification and Schedules of Work or in other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
 - Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply, cross reference thereto being by means of related terminology.
 - Where a cross-reference for a particular type of work, feature, material or product is given, relevant clauses elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
 - The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.
- 221 **BSI DOCUMENTS**
References to BSI documents (referred to as 'BS'), unless specified otherwise, are to the versions and amendments listed in the British Standards Catalogue 1993 and in subsequent issues of BSI News up to the date of tender.

A31 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)

DEFINITIONS AND INTERPRETATIONS (CONT'D)

280 FIX ONLY

Means unload, store, hoist, distribute, assemble and fix in position including returning packaging materials to the Supplier carriage paid and obtaining credits therefore.

290 SUPPLY AND FIX

Unless stated otherwise all items given in the Specification and Schedules of Work and/or on the drawings are to be supplied and fixed complete.

300 ABBREVIATIONS

The following abbreviations have been used in the measured sections of the work:-

Ref.	-	reference
Approx.	-	approximately
n.e.	-	not exceeding
exc.	-	exceeding
m.s.	-	measured separately
mm	-	millimetre
M/m	-	metre
M ² /sq.m	-	square metre
M ³ /cu.m	-	cubic metre
N	-	Newton
Kg	-	kilogramme
T	-	tonnes
Nr	-	number
To	-	when used between two dimensions means a range of dimensions exceeding the first dimension stated but not exceeding the second.

305 PROVISIONAL ITEMS

Where items in the measured work are described as 'PROVISIONAL' the quantities are deemed to be approximate as defined by General Rule 10.1 of SMM7.

410 ADDITIONAL COPIES OF DRAWINGS

Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Employer following agreement with Employer.

420 ADDITIONAL COPIES OF THE SPECIFICATION AND SCHEDULES OF WORK

After execution of the Contract, two copies of the unpriced Specification and Schedules of Work will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Employer following agreement with the Employer.

A31 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

440 DIMENSIONS

The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.

450 THE MEASURED QUANTITIES

For purposes of ordering products and constructing the Works:-

- The accuracy and sufficiency of the measured quantities is not guaranteed.
- The specification and drawings shall take precedence over the measured quantities.

DOCUMENTS PROVIDED BY CONTRACTOR / SUB-CONTRACTOR

710 TECHNICAL LITERATURE

The Contractor is required to keep copies of the following on site, readily accessible for reference by all supervisory personnel:-

- Manufacturers' current literature relating to all materials used
- BSI Handbook No. 3, with all current revision sheets included and superseded sheets removed.
- Relevant BS Codes of Practice.
- Those parts of BS8000 'Workmanship on Building Sites' which are invoked in the specification.

720 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to the CA on or before Practical Completion.
- Provide telephone numbers for use after completion for emergency call out services.

A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

Accept responsibility for co-ordination, supervision and administration of the Works including all Sub-Contracts. Arrange and monitor a programme with each Sub-Contractor, Supplier, Local Authority and Statutory Undertaker and obtain and supply information as necessary for co-ordination of the work.

120 INSURANCES

Before starting work on site and at annual renewal dates submit documentary evidence and/or policies and receipts or the insurances required by the Conditions of Contract.

A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS (CONT'D)

GENERALLY (CONT'D)

130 INSURANCE CLAIMS

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.

140 CLIMATIC CONDITIONS

Keep an accurate record of:-

- Daily maximum and minimum air temperatures including overnight.
- Delays due to adverse weather including description of the weather, types of work affected and number of hours lost.

150 OWNERSHIP

Alteration/clearance work: materials arising become the property of the contractor except where otherwise stated; remove from site as work proceeds.

PROGRAMME / PROGRESS

211 MASTER PROGRAMME

As soon as possible and before starting work on site prepare in an approved form a master programme for the Works, which must make allowance for all:-

- Design and production information provided by the Contractor / Sub-Contractors / Suppliers, including inspection and checking (see Section A31).
- Planning and mobilisation by the Contractor.
- Running in, adjustment, commissioning and testing of all engineering services and installations.
- Work resulting from instructions issued in regard to the expenditure of provisional sums (see Section A54).
- Work by or on behalf of the Employer (see Section A50) the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme.
- Submit three copies to the CA.

230 SUBMISSION OF PROGRAMMES

Submission of programmes will not relieve the Contractor of his responsibility to apply in writing for instructions, drawings, in accordance with the Conditions of Contract.

240 COMMENCEMENT OF WORK

Inform the CA at least 7 working days before the proposed date for commencement of work on site.

A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS (CONT'D)

PROGRAMME / PROGRESS (CONT'D)

- 250 **MONITORING**
Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.
- 260 **CA'S SITE MEETINGS**
The CA will hold regular contract meetings to review progress and other matters arising from the administration of the Contract.
- 270 **CONTRACTOR'S SITE MEETINGS**
Hold meetings with appropriate Sub-Contractors and Suppliers shortly before main site meetings to facilitate accurate reporting of progress.
- 290 **SNAGGING MEETING**
Give the CA at least 2 weeks notice of the anticipated dates of Practical Completion of the whole or parts of the Works to enable a snags list to be prepared of items to be completed prior to Practical Completion.
- 300 **ADVERSE WEATHER**
Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.
- 310 **EXTENSIONS OF TIME**
When a notice of the cause of any delay or likely delay in the progress of the Works is given under Contract Conditions Clause 2.19, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA:-
- Relevant particulars of the expected effects, if appropriate related to the concurrent causes.
 - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date of Completion.
 - All other relevant information required by the CA.
- 320 **DISTURBANCE OF REGULAR PROGRESS**
Any application under Contract Conditions Clause 4.17 in respect of direct loss and/or expense must be made as soon as practicable and with (or to be followed by) the requisite supporting information so as to afford the CA the opportunity to issue instructions designed (according to the circumstances) to minimise or avoid that loss and/or expense.

A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS
(CONT'D)

CONTROL OF COST

420 EXISTING WORK

The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.

430 ESTIMATED COST OF VARIATIONS

If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days.

440 MEASUREMENTS

Give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured.

445 OVERTIME

Overtime will not be paid for unless specifically ordered by the CA in writing, in which case the net extra cost of increased hourly payments only will be met.

450 DAYWORK VOUCHERS

Give reasonable notice to the Quantity Surveyor 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.

460 INTERIM VALUATIONS

At least 5 days before the end of each established period for Interim Valuations submit to the Quantity Surveyor details of amounts due as individual items related to the schedule of works under the Contract showing the percentage complete to date together with all necessary supporting information.

463 VALUE ADDED TAX

The contractor is required to show on each valuation those items which are Value Added Tax – Zero Rated in accordance with the supplementary memorandum Part B Clause 2.1.

471 UNFIXED MATERIALS

At the time of each valuation disclose to the Quantity Surveyor which of the unfixed materials and goods on site are free from, and which are subject to, any reservation of title inconsistent with passing of property as required by Contract Conditions Clauses 1.10 and 1.11, together with their respective values. When requested provide evidence of freedom from reservation of title.

A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS
(CONT'D)

CONTROL OF COST (CONT'D)

485 FLUCTUATIONS RECORD

Keep such books, accounts and other documents and records as are necessary to show the increases in costs incurred and the reductions obtainable under Contract Conditions Clause 4.15 or 4.16. Furnish such books, accounts, documents and records to the Quantity Surveyor, or his representative, at monthly intervals throughout the duration of the Contract.